

RESOLUTION NO. 2023 - 107

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 23-22; PASSERO ASSOCIATES, LLC AS THE TOP RANKED FIRM AND TO EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, the St. Johns County Building Department has requested a new building which will consist of a new stand-alone multi-story facility to be built adjacent to the existing Building Services building to consist of approximately 30,000 to 40,000 square feet; and

WHEREAS, through the County's Formal RFQ process, Passero Associates, LLC., was identified as the highest ranked firm through evaluation of submitted qualifications and subsequent interviews in accordance with Section 287.055 Florida Statutes; and

WHEREAS, the County finds that issuing a contract for this work serves a public purpose and will finalize the provisions of the contract through negotiations; and

WHEREAS, the project will be funded by SJC Building 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 RFQ No: 23-22; Design Services for New Permit Center to Passero Associates, LLC, as the top ranked firm based upon evaluation of qualifications.

Section 3. Additionally, upon approval by the Board, County Administrator, or designee, is hereby authorized to issue and execute a contract, in substantially the same form and format as attached, with Passero Associates, LLC for completion of the Services, as negotiated for a not-to-exceed amount of \$928,875.00.

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 4th day of April, 2023.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
Christian Whitehurst, Chair

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

By: [Signature]
Deputy Clerk



Rendition Date APR 04 2023



PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 23-PSA-PAS-17592

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CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN21

This Professional Services Agreement (hereafter "Agreement") is made this ____ day of _____, 2023 (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 **PASSERO ASSOCIATES, LLC** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095, Phone: 904-757-6106, and E-mail: bwente@passero.com, for **RFQ 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING**, 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 that shall govern the performance of the Services by the Consultant, are hereby incorporated by reference, and shall be comprised of the following:

- a) Fully Executed Change Orders and/or Amendments to this Agreement;
- b) This Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Scope and Fee Proposal dated March 6, 2023;
- c) Insurance Certificates and Attachments meeting the requirements of Article XII;
- d) RFQ Documents and Forms and all issued Addenda thereto for RFQ No: 23-22

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 and shall not 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, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

1.1.3 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 the Consultant, or the Consultant's sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

1.1.4 Shop Drawings, Product Data, Samples, and similar submittals ("Submittals") are not Contract Documents. The County will review and take action upon Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining accuracy and completeness of other details, such as dimensions and quantities, nor for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Consultant.

1.1.5 All Submittals (whether in hard or electronic copy) prepared by or on behalf of Consultant in the course of the Services shall be the exclusive property of the County. Ownership of any proprietary information or intellectual property contained in such Submittals shall remain with Consultant. Consultant grants the County a perpetual, royalty-free, license to use, copy, and allow third parties to use such Submittals and all proprietary information contained in them as may be required for the County's internal business purposes including without limitation, tendering, installing, operating, repairing, maintaining, modifying, reconstructing, replacing, and/or upgrading the equipment, systems, facilities, and/or appurtenances related to the Services. Such license shall be capable of transfer and/or sub-licensing in whole or in part without notice to or further consent of Consultant. Consultant shall not be held liable for reuse of Submittals by the County for purposes other than originally intended as stated in the Contract Documents.

1.1.6 Consultant shall perform no portion of the Services at any time without adequate Contract Documents, or as appropriate, approved Shop Drawings, Product D of Samples for such portion of the Services. If Consultant performs any portion of the Services where Consultant knows or should know such Services involve a recognized error, inconsistency, or omission in the Contract Documents without notice to the Project Manager and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction. Consultant shall have a continuing

duty to read, carefully study and compare each of the Contract Documents and the Submittals, to identify any inconsistency, ambiguity, error or omission which Consultant may discover with respect to these documents before proceeding with the affected Services. 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 Contract Documents shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the Project Manager in writing a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the 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's Project Manager will render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the Assistant Director of Purchasing & Contracts, and shall state clearly and in detail the basis thereof. Failure by the Consultant to protest the Assistant Director of Purchasing & Contracts' determination within fourteen (14) calendar days shall constitute a waiver by Consultant of all its rights to further protest, judicial or otherwise. The County Administrator will consider the Consultant's protest and render its decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County Administrator's decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County Administrator's decision.

1.1.7 Unless otherwise directed in writing, Consultant shall at all times carry on with 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 Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

ARTICLE II CONTRACT TERM

2.1 Term

This Agreement shall become effective upon the date of execution by all parties and shall remain in effect for a period of **six hundred thirty-five (635) consecutive calendar days** ("Contract Term"). Consultant shall perform the Services within the time periods specified in Exhibit A. The County and the Consultant may only extend this Agreement in whole or in part upon written Change Order.

ARTICLE III DEFINITIONS

3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the SJC Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

3.1.1 **Acceptance of Work:** Written acceptance of the Services by the County and 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 Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

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 Contract, 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 hours 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 B (Consultant's Rate Sheet). 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 **Consultant:** The Supplier with which the County is contracting to perform the Services in accordance with the Contract Documents.

3.1.8 **Contract Price:** The sums set forth herein under Article VI, 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 the Consultant or any subcontractors with respect to sales of goods purchased for the performance of the Services.

3.1.9 **Contract Term:** The number of calendar days between the Effective Date and completion of all Services, established in Article II of this Agreement, as may be amended by Change Order.

3.1.10 **FEMA:** The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

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

3.1.12 **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Consultant to illustrate materials or equipment for some portions of the Project.

3.1.13 **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.

3.1.14 **Project Manager:** The County's representative assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County as defined in this Agreement.

3.1.15 **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.

3.1.16 Shop Drawings: Drawings, diagrams, schedules, and other data specifically issued for the Project by Consultant or a sub-contractor, to illustrate some portion of the Project.

3.1.17 Sub-Contractor: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement.

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 SCHEDULE

5.1 Schedule

5.1 Consultant shall perform the Services within the Contract Term and in accordance with the time periods specified in Exhibit A. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County.

5.2 If Services are scheduled to end due to the expiration of this Agreement, at the request of the County, Consultant agrees to continue to provide Services for an extension period defined by the County, upon the same terms and conditions as contained in this Agreement. The County will issue an Amendment or Change Order prior to the expiration of this Agreement authorizing any such extension period. Consultant shall be compensated for such Services at the rate in effect when the extension is invoked by the County.

ARTICLE VI COMPENSATION

6.1 Contract Price

The County agrees to pay and Consultant agrees to accept as compensation for the satisfactory performance of the Services rendered pursuant to this Agreement, a not-to-exceed amount of nine hundred twenty eight thousand eight hundred seventy five dollar (\$928,875.00). Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

6.2 Method of Payment

6.2.1 Compensation shall be based on the method of compensation as stated in Exhibit A, in accordance with the definitions provided herein under Article III, or as otherwise set forth in a mutually agreed Change Order or Amendment.

6.2.1.1 For lump sum items, Exhibit A 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.

6.2.1.2 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.

6.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit A. 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.).

6.3 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.

6.4 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.

6.5 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 VII OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

7.1 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.

7.2 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 VIII AUTHORIZED REPRESENTATIVE AND PERSONNEL

8.1 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.

8.2 Personnel

8.2.1 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.

8.2.2 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.

ARTICLE IX SUB-CONTRACTORS

9.1 Sub-Contractors

9.1.1 Consultant may obtain the assistance of other design professionals, firms, and Suppliers ("Sub-Contractors") by subcontract for the performance of a portion of the Services, provided that any such Sub-Contractor shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Sub-Contractor(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 Sub-Contractors specifically named by Consultant in Consultant's proposal.

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

by the County.

9.1.3 The use of any such Sub-Contractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

ARTICLE X CHANGES IN THE SERVICES

10.1 Changes in the Services

10.1.1 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.

10.1.2 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 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 days 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 days 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 by the Consultant. In the event of the Consultant's default to the requirements of the Contract Documents, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds the Consultant to be in default of under the Contract Documents. Consultant shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. 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, stating the date this Agreement shall be terminated for cause, and the County may 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 a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:

- (1) Stop Services work on the date and to the extent specified in the notice of termination;
- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

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 The rights and remedies of the County provided in this Section 11.1 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 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

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 \$300,000 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, each claim and aggregate. Consultant shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability Coverage, shall obtain 4-year tail coverage with the same limits as provided herein. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals. Retroactive date shall not be later than the first date that design work commenced under this Agreement.

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-Contractor 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 XIV GENERAL CONSIDERATIONS

14.1 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 Sub-consultants. Nothing contained in this Agreement shall create any contractual relationship between any such Sub-consultant 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.

14.2 Taxes

14.2.1 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 14.2 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.

14.2.2 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.

14.3 Publicity and Advertising

14.3.1 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.

14.3.2 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.

14.4 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.

14.5 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.

14.6 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.

14.7 Disputes

14.7.1 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 County and Consultant's respective Project Managers, such dispute shall be promptly referred to Senior Representatives of the County User Department and Consultant's Project Team, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any such meeting(s), the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

14.7.2 If after meeting, the Senior Representatives of the County User Department and Consultant's Project Team 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.

14.7.3 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 to the Assistant Director of Purchasing & Contracts 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 Contract Term set forth herein. 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 of the final adverse decision or document that is the subject of the contract claim; and
- d) Identification of the administrative remedies providing for in the contract 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 the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claims; and
- f) A statement of the grounds for each issue raised in the contract claim; and
- g) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

14.7.4 During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either party. The Parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of any party to timely comply may result in resolution of the claim without consideration of the requested information.

14.7.5 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.

14.7.6 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 & Contract's decision. Failure of 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 further legal action in Circuit Court.

14.8 Assignment and Arrears

14.8.1 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.

14.8.2 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.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 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.

14.18 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.

14.19 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.

14.20 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.

14.21 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.

14.22 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.

14.23 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.

14.24 Public Records

14.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its Sub-Contractors 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.

14.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof: either 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.

14.24.3 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](#)

14.25 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.

14.26 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.

14.27 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: Leigh A. Daniels, Purchasing Manager
Email Address: ldaniels@sjcfl.us

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095
Attn: Justin Vollenweider
Email Address: jvollenweider@passero.com

With a copy to:

St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084
Email Address: 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.

14.28 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.

14.29 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)

Leigh A. Daniels, CPPB
(Printed Name)

Purchasing Manager
(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.: 23-PSA-PAS-17592	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 Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant 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 _____, 20

_____ Consultant Name

By:

_____ Signature

_____ Printed Name

_____ Title

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St. Johns County

Professional Design, Bidding and Construction Phase Services for New Permit Center Building

By

Passero Associates, LLC

(Passero Project No. 20213261.0004)

RFQ 23-22

(Dated: Rev. March 6, 2023)

RFQ 23-22
Professional Design, Bidding, and Construction Phase Services for New Permit Center Building

St. Johns County, Florida

Passero Associates, LLC (PA or Consultant) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the St. Johns County Professional Services Agreement (Client or County), of which all terms and conditions are incorporated herein by reference:

Project Location: 4040 Lewis Speedway, St. Augustine, FL 32084.

Project Description: Provide Design, Bidding and Construction Phase services for new Permit Center Building, as detailed in Schedule A – Scope of Work. Project generally consists of a new 30,000 square foot multi-story (2-3 story) office building (generally consisting of lobby, offices, conference rooms, support spaces and possible ground level parking). The building will be a standalone building consisting of steel structure, metal deck and concrete slabs with stucco exterior facades matching adjacent buildings. It is also the intention to connect the new building to the existing permit center building with a covered (at grade) sidewalk. The anticipated project budget is \$12,000,000.

Client Manager / Project Coordinator: Robert Stagliano, Project Manager

PA Program Manager: Bradley J. Wenthe, PE, Vice President

PA Project Manager: Justin Vollenweider, AIA, Senior Architect.

Total Project Fee (see Schedule B for detailed fee breakdown): **\$928,875**

Schedule and Meetings: Start work immediately upon authorization of this work order. It is anticipated that the project will bid in Fall/Winter of 2023. Meeting attendance, as requested.

Deliverables:

1. Design (Preliminary, SD and DD) Documents (floor plans, elevations, etc).
2. Final Design (bidding/construction) Documents.
3. Three (3) Construction Estimates (during programming/concept design to verify project budget, at 30% design and at 60% design)
4. Provide Permit Submission and forms, as required to obtain permit.
5. Project Meetings, as requested by County.
6. Aid Bidding Process.
7. Review contractor Submittals, Shop Drawings and RFI's
8. Project management support and preparation of project closeout documentation, as requested by County.

"Consultant"
Passero Associates, LLC

"Client"
St. Johns County

BY: _____

BY: _____

Bradley J. Wenthe, Vice President
Typed Name and Title

Typed Name and Title

ATTEST BY: _____

ATTEST BY: _____

Name, Title

Name, Title

Date

Date

Schedule A - Scope of Work
Professional Design, Bidding, and Construction Phase Services for New Permit Center Building

St. Johns County, Florida

I. Project Description

Provide Design, Bidding and Construction Phase services for new Permit Center Building, as detailed in Schedule A – Scope of Work. Project generally consists of a new 30,000 square foot multi-story (2-3 story) office building (generally consisting of lobby, offices, conference rooms, support spaces and possible ground level parking). The building will be a standalone building consisting of steel structure, metal deck and concrete slabs with stucco exterior facades matching adjacent buildings. It is also the intention to connect the new building to the existing permit center building with a covered (at grade) sidewalk. The anticipated project budget is \$12,000,000.

II. Basic Services

Passero Associates (Consultant) will assist St. Johns County (“County” or “Client”) with architectural and engineering design, bidding and construction administration by providing the following professional services:

A. Architectural Design Services

1. Preliminary Design (Programming and Feasibility):

- Conduct a client kick-off meeting.
- Research of applicable local and state building codes and regulations.
- Programming Services
 - The Architect shall consult with the Owner, research applicable programming criteria, attend project meetings, communicate with members of the project team and issue progress reports and a final program document.
 - Identification of Programming Participants.
 - Identification of and Prioritization of Owner and User Values, Goals and Objectives.
 - Information Gathering: Available reports on existing facilities, site surveys, and other Owner documents, including existing program material, if any.
 - Create needs analysis and identify specific room/space requirements.
- Review possible locations (two locations) for new building. (See exhibit A for possible building locations)
- Coordination of Geophysical Investigation for selected sites.

2. Schematic Design (30% Design):

Create Concept Design per owner provided information and space program developed through interview and available information provided:

- Create Concept Drawings that reflect design objectives and program requirements. These plans shall include:
 - Floor Plans (options and final)
 - Exterior Elevations (options and final).
- 3D Visualization:
 - 3D modeling used as a design tool for visualizing conceptual design, spatial relationships and finish/material application.

- 3D modeling of conceptual design and immediate context for visualization of various views and design options. Exterior perspectives of up to two concepts to encapsulate design concept.
- Meeting with Client to review concept(s).
- Revisions to original design based on client's input.
- Coordination of soils borings and Geotechnical Evaluation procurement.
- Final meeting to review project designs and solutions.

3. Design Development (60% Design):

The Architect shall provide Design Development Documents based on the approved Schematic Drawings. The Design Development Documents shall illustrate and describe the refinement of the design of the Project by:

- Establishing the scope, relationships, forms, size, and appearance of the Project by means of:
 - Floor and detailed plans.
 - Building Sections.
 - Detailed Building Elevations.
 - Typical Construction Details.
- The Design Development Documents shall include preliminary specifications that identify major materials and systems and establish in general their quality levels.

4. Construction Documents:

The Architect shall provide Construction Documents based on the Design Development Documents approved by the Client. The Construction Documents shall set forth, in detail, the requirements for construction of the Project.

- The Construction Documents shall include:
 - Code/Life Safety Plans.
 - Floor Plans and Details.
 - Roof Plan and Details.
 - Interior Elevations.
 - Exterior Building Elevations.
 - Building Sections.
 - Wall Sections, Details, and Notes.
 - Furniture and Equipment plan and schedule. (The intention is to utilize a furniture vendor through state contract or St. Johns County Contract to procure furniture and equipment. Plan/schedule will be coordinated with selected vendor and St. Johns County staff)
 - Door and Window Schedules.
 - Structural, Mechanical, Electrical, and Plumbing Plans, Schedules, Notes, and Details (as per items B-D).
 - Civil Engineering (as per item III A).
- During the development of the Construction Documents, the Architect shall also assist the Owner in the development and preparation of:
 - Specifications that establish, in detail, the quality levels of materials and systems required for the Project.
 - Response to comments from Code Official and Fire Marshall during the Building Permit Application process.

- B. MEP Design Services:** (Provided by SGM, general scope below, refer to attach consultant proposal for full scope of work)
- **HVAC Design Services** - Design and Construction Documents
 - Kick-off meeting with Client and Architect to review Project requirements and design intention.
 - Specification and layout of HVAC systems to include:
 - Design of HVAC systems, including heating, cooling, ventilation, and exhaust.
 - Attendance at design review meetings by the Mechanical Engineer at 60% and 90% complete drawings.
 - Provide HVAC technical specifications in CSI format as required.
 - **Plumbing Design Services** - Design and Construction Documents
 - Kick-off meeting with Client and Architect to review Project requirements and design intention.
 - Specification and layout of plumbing systems to include:
 - Design of plumbing systems, including domestic water distribution and sanitary/vent piping.
 - Attendance at design review meetings at 60% and 90% complete drawings.
 - Provide Plumbing technical specifications in CSI format as required.
 - **Fire Protection Design Services** – Design and Construction Documents (if required)
 - Kick-off meeting with Client and Architect to review Project requirements and design intention.
 - Specification and layout of fire protection system per NFPA 13 to include:
 - Fire protection water service entrance and coordination with Site Engineer.
 - Identification of the required coverage areas and coverage types to serve the building spaces, including layout of sprinkler heads.
 - Attendance at design review meetings at 60% and 90% complete drawings.
 - Provide Fire Protection technical specifications in CSI format as required.
 - **Electrical Design Services** - Design and Construction Documents
 - Kick-off meeting with Architect and Client to review Project requirements.
 - Specification and layout of electrical systems to include:
 - Interior lighting systems.
 - Interior convenience power and receptacle systems.
 - Code-required exterior lighting systems.
 - Fire alarm system as required by code and owner.
 - Raceways and boxes for special systems to include: telephone, data, security, paging and sound systems.
 - Attendance at design review meetings at 60% and 90% complete drawings.
 - Provide Electrical technical specifications in CSI format as required.

C. Structural Design Services:

- Kick-off meeting with Client and Architect to review Project requirements and design intention.
- Preliminary Design:
 - Provide preliminary structural general notes and material specifications on drawings.
 - Provide preliminary foundation plans with identification of any special foundation design considerations, if necessary (i.e. ground improvements, deep foundations, etc...).
 - Attendance at design review meetings.
- Construction Documents:
 - Provide structural general notes and material specifications on drawings and in project manual.
 - Provide final foundation design requirements, including member size and reinforcing schedules. Considerations for special foundations requirements will be included. Geotechnical exploration and subsurface evaluation reports are by others.
 - Provide final elevated floor and roof framing plans in coordination with Architecture and MEP disciplines.
 - Delegated design requirements for pre-engineered systems (i.e. cold-formed metal roof trusses, pre-engineered metal building systems, etc...) and/or structural steel connections to be identified.
 - Attendance at final design review meeting.
 - Statement of threshold inspections to be provided on Drawings in accordance with FBC.
- Third-Party Threshold Inspections and Material Testing agency, if required, can be added as an additional service.
- Review third-party testing and inspection reports and comment as necessary.
- Additional design, analysis and structural consultation needed in response to constructed conditions found not in compliance with Contract Documents may be provided as an additional service.

D. Bidding Phase:

- Attend Pre-Bid Meeting.
- Provide responses to bidder questions.
- Provide bidding scope of work and projected construction duration for bid documents.

E. Construction Administration and Post Construction Services: *(assumed 12 months)*

- Provide permit submission and applications, as required to obtain required permits.
- Work with permitting agencies to closeout permits at project completion.
- Respond to Permit review comments, as necessary.
- Process of Submittals, including receipt, review of, and appropriate action on Shop Drawings.
- Distribution of submittals to County and Contractor, as required.
- Review, preparation, and distribution of County-requested changes in Scope of Work (Change Orders).
- Preparation, reproduction, and distribution of supplemental drawings or interpretations in response to requests for clarification by Contractor(s) or the County.
- Certification of Contractor's monthly application for payment.
- Attend one (1) pre-construction meeting.
- Attend field meetings (Bi-weekly, assumed construction period 12 months), and as requested by County (twenty-six (26) meetings assumed).
- MEP, Structural and Civil engineers will additionally attend up to four (4) intermediate site visits/meetings.

- Field Reports (documenting observations during site visits) will be provided following all site visits.
- Final punch-list inspection.
- Assist County with Project Closeout requirements.
- Review and Comment on contractor's closeout manual/O&M and warranty documents.
- Review contractor provided as-builts.

III. Special Services

Special services associated with this project include:

A. Civil Design Services:

1. Site Engineering (Access/Parking/Utility/Stormwater) Design Services

- Conduct Land Development Code and Zoning Analysis: Building Use, Location, Size, Parking, Special Considerations, etc.
- Prepare conceptual site layout design.
- Coordinate fire flow test and provide results to Client.
- Prepare pavement, grading and drainage design.
- Prepare utility design including potable water, sanitary sewer, electrical supply, and communications conduit routing to the proposed building.
- Coordinate with local electrical utility and update electrical supply design accordingly.
- Prepare wayfinding signage design.
- Prepare miscellaneous site design drawings such as existing conditions plan, demolition plan, construction phasing plan, geometry plan, striping and signage plan, typical sections, and details.
- Prepare final construction plans.
- Prepare final technical specifications.
- Submit advance final documents to the County for final review and comment. The design team and the County will conduct a final design review meeting to discuss contents, costs and other comments.
- Reproduce copies of the bid documents including plans and specifications. These documents will be supplied to the County.

2. Permitting Phase (with SJRWMD):

- Review documentation on the existing permitted system. Identify existing pervious and impervious surfaces, as well as existing drainage system components and function.
- Meet with SJRWMD staff (as needed) to review project requirements.
- Identify proposed pervious and impervious surfaces, as well as proposed drainage system components and function.
- Confirm that the existing system has capacity to accept the proposed stormwater runoff or otherwise design and propose modifications that meet SJRWMD requirements.
- Prepare all required calculations and reports.
- Submit application to SJRWMD for a Modification to the existing Environmental Resource Stormwater Permit (ERP).
- Respond to Request for Additional Information from SJRWMD.

3. Permitting Phase (other):

- Site Development Review with St. Johns County. Prepare and submit commercial construction plan permit application for Development Review Committee (DRC) coordination. Respond to comments and provide revisions as required for approval.
- Florida Department of Environmental Protection (FDEP) wastewater and potable water permits, if required.

B. Cost Estimating Services (CCI)

- Cost Estimating Services to be provided by an independent (3rd party) to ensure project budget compliance. An initial estimate will be provided following project programming to verify program complies with project budget. More detailed estimates will be provided at the 30% and 60% design completion stages. (3 estimates)

C. Landscape and Irrigation Design (Marquis, Latimer and Halback, Inc.)

- Provide code required landscape and irrigation for the proposed permit center building.

D. Geotechnical Survey (ECS Florida, LLC)

- Geotechnical site investigation will be conducted in the area of proposed permit center building. An associated geotechnical report shall be provided to the Client.

E. Geophysical Investigation (GeoView, Inc.)

- A geophysical investigation will be conducted using ground penetrating radar and time domain electromagnetics. The purpose of the survey is to identify metallic and non-metallic buried objects at the site. An associated report shall be provided to the client.

F. Subsurface Utility Engineering (SUE) Survey (ETM Surveying & Mapping, Inc.)

- SUE survey will be performed along the main access road north of the project site in areas where the Geophysical Investigation is not being performed. Results will be provided to the Client.

No additional special services are included; however, if during the project additional special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to (approved in writing) by the Consultant and the County.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from St. Johns County, the Consultant will immediately be available to work on the project.

*Refer to attached Preliminary Design Schedule (Exhibit B).

V. Fee Summary

Passero Associates (PA) will complete professional design, bidding and construction phase services for a new Permit Center Building for a Not-To-Exceed fee of **\$928,875 (nine hundred twenty-eight thousand eight hundred seventy five dollars and zero cents)**, unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

*Refer to attached Schedule B for fee breakdown.

VI. Other Considerations and Exclusions

1. Below we have listed services that are excluded from those provided in our Basic Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Wetland delineation, permitting and mitigation.
 - Any environmental permitting and studies required for construction of undeveloped land, such as environmental phase 1 assessment, endangered species survey, and cultural resource survey. It is assumed that the new development will be located within previously developed property and existing wetlands will not be impacted.
 - Deconstructive Investigation.
 - Commissioning Services.
 - Special (threshold) Inspections and Construction Testing. Special (threshold) inspection services provided includes only the preparation of the initial statement of Special (threshold) inspections and construction testing that the project might be required to undertake.
 - Post-Construction Record Documents, unless otherwise included.
 - LEED Certification and Approval Process unless otherwise specified herein.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
 - Topographic Survey will be provided by St. Johns County.
 - Civil:
 - Design and permitting of utilities beyond the limits of the proposed Permit Center Building site. It is assumed that existing primary utilities serving the site are adequate to accommodate the proposed building development.
 - Traffic Studies.
 - HVAC:
 - Selection, layout, and specification of other mechanical systems that are not included in the Scope of Work above.
 - Plumbing
 - Selection, layout, and specification of other plumbing systems that are not included in the Scope of Work above.
 - It is assumed that there is sufficient water pressure available to serve the required domestic water system. The design and specification of a booster pump system is not included.
 - Fire Protection
 - Selection, layout, and specification of other fire protection systems that are not included in the Scope of Work above.
 - It is assumed that there is sufficient water pressure available to serve the required fire protection system. The design and specification of a fire pump/booster system is not included.
 - Hydraulic calculations are by eventual fire protection contractor.
 - Electrical
 - Selection, layout, and specification of electrical systems that are not included in the Scope of Work above.

2. The County is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from County archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services

Schedule B: SJC - Permit Center Building (Arch/Summary Sheet)

DIRECT LABOR

Task Description	Resources & Level of Effort (Hourly Rates)											Total Hours	Total Dollars	
	Principal	Technical Quality Manager	Senior Architect	Architect 3	Architect 2	Architect 1	Architectural Designer 3	Architectural Designer 2	Architectural Designer 1	Architectural Intern	Admin. Assistant			Consultant
Basic Services	\$254.00	\$220.00	\$160.00	\$140.00	\$125.00	\$110.00	\$100.00	\$93.00	\$85.00	\$52.00	\$75.00	\$1.00		
II Project Management	16		160										176	\$29,664
IIA Architectural Design Services														
• Preliminary Design (Programming and Concept)		8	80				80			80			248	\$26,720
• Schematic Design (SD)		16	80		160		120		200	100			676	\$70,520
• Design Design (DD)		24	160		180		250		250	160			1,024	\$107,950
• Final Design (CD)		32	200		300		300		300	180	24		1,336	\$143,200
IIB Mech., Elec., Plumbing, FP Engineering Design (SGM Engineering)													145,000	\$145,000
IIC Structural Engineering Design													101,920	\$101,920
IID Bidding and Contract Services			16		24		24				24		88	\$9,760
III Construction Phase Services (includes civil and structural)		8	400	160	40		350						958	\$128,160
Special Services														
IIIA Civil Engineering													99,696	\$99,696
IIIB Cost Estimating (CCI)													27,900	\$27,900
IIIC Landscape/Irrigation Design (ML&H)													18,925	\$18,925
IIID Geotechnical Investigation (ECS)													8,600	\$8,600
IIIE Geophysical Investigation (GeoView)													6,000	\$6,000
IIIF Subsurface Utility Exploration (ETM)													4,360	\$4,360
Reimbursible Expenses (budget)													500	\$500
Total Hours	16	88	1,096	160	704	0	1,124	0	750	520	48	412,901	417,407	
Total Dollars	\$4,064	\$19,360	\$175,360	\$22,400	\$88,000	\$0	\$112,400	\$0	\$63,750	\$27,040	\$3,600	\$412,901		\$928,875

Schedule B: SJC - Permit Center Building (Civil/Structural Breakdown)

DIRECT LABOR

		Resources & Level of Effort (Hourly Rates)												
		Technical Quality Manager	Senior Structural Engineer	Structural Engineer 2	Structural Engineer 1	Senior Civil Engineer	Civil Engineer 2	Civil Engineer 1	Structural/Civil Intern	Admin. Assistant		Total Hours	Subtotal Dollars	Total Dollars
	Task Description	\$220.00	\$180.00	\$140.00	\$100.00	\$160.00	\$120.00	\$100.00	\$52.00	\$75.00				
IIC	Structural Engineering Design													\$101,920
	Project Management	16	40	60								116	\$19,120	
	• Preliminary Design		16	80	160				40			296	\$32,160	
	• Final Design		16	140	240				80			476	\$50,640	
	Bidding and Contract Services (included under architectural)													
	Construction Phase Services (included under architectural)													
IID	Civil Engineering Design													\$99,696
	Project Management	24				100						124	\$21,280	
	Site Engineering					40	160	180	60			440	\$46,720	
	Site Permitting (w/ SJRWMD)					24	40	40	20	16		140	\$14,880	
	Site Permitting (other)					40	40	40	8	16		144	\$16,816	
	Bidding and Contract Services (included under architectural)													
	Construction Phase Services (included under architectural)													
	Total Hours	40	72	280	400	204	240	260	208	32	0	1,736		
	Total Dollars	\$8,800	\$12,960	\$39,200	\$40,000	\$32,640	\$28,800	\$26,000	\$10,816	\$2,400	\$0			

POTENTIAL LOCATIONS OF NEW BUILDING



**ST. JOHNS
COUNTY**

**NEW PERMIT
CENTER
BUILDING**

February 24, 2023

Justin M. Vollenweider, AIA NCARB CSI-CDT

Associate, Senior Architect

Passero Associates

4730 Casa Cola Way, Suite 200

St. Augustine, FL 32095

RE: Fee Proposal for St. Johns County Permit Center Building Design.

Dear Passero Associates,

Thank you for the opportunity to provide the following fee proposal for engineering design services on the above-mentioned project. Specific services tied to this proposal are as follows:

Scope of Professional Services:

- Provide mechanical, electrical, plumbing, fire protection and voice/data communication systems design for a new permit center building for St. Johns County, located in St. Augustine, FL. The building scope will include, but not limited to:
 - 2 – 3 story, 30,000 SF building consisting of general office spaces and optional first floor parking. Building design will consist of a steel structure, metal deck and concrete slabs with stucco exterior facades to match adjacent buildings.
 - Assumptions: existing site utilities are adequate for proposed project. No wetlands impact. Geotechnical investigations completed.

SGM Engineering will provide:

- Coordinate with architectural, structural, and civil disciplines for design milestones of 30/60/90/Final.
- Construction administration services shall include RFIs, submittal reviews, site visits at major milestones (site, rough-in, above ceiling, substantial, final)
- Provide book specifications

Exclusions from the proposal:

- Any work effort not described in the above scope of work, topographic or boundary survey, geotechnical surveys, permit application fees, agency review fees, impact fees, and environmental survey fees.
- Cost estimates of construction.

Page 2

- Commissioning
- LEED Design
- Redesign to provide for VE ideas to be incorporated.
- Multiple alternates for the design are not included unless specifically included. Any alternates will need to be provided as additional services since it is additional design scope.

Compensation:

We are pleased to provide design and construction administrative services for lump sum fee of:

TOTAL FEE = \$145,000

Payments for Engineering Services:

Within 30 days from delivery of each iteration of documents.

We hope this provides you with the information you need. If you have any further questions, please feel free to call our office at (407) 767-5188.

Sincerely,



Bobby Shahnami, PE, CxA, LEED AP BD+C
President
SGM Engineering, Inc.



2 March2023

Justin M. Vollenweider
Senior Architect

Passero Associates
242 West Main Street
Suite 100
Rochester, NY 14614

Ref: St. Johns County Florida Permit Center – 30% Design Estimate

Dear Justin:

We are pleased to submit a proposal to provide estimating services for the St. Johns County Permit Building. The fee is based on providing (3) three estimates: Schematic, 30% and 60% design estimate.

A breakdown of our fee is as follows:

<u>St. John County FL Permit Center</u>	<u>Hours</u>	<u>Hours Rate</u>	<u>Total</u>
Schematic Design Estimate	40	\$155.00	\$6,200.00
30% Design Estimate	68	\$155.00	\$10,540.00
60% Design Estimate	72	\$155.00	\$11,160.00
Total			\$27,900.00

We appreciate the opportunity to submit our proposal and look forward to working with you on this project. Please call me at 703-749-0200 if you have any questions.

Sincerely,

Martin P. O'Connell
President

1 of 1

SJC Permitting Center

Design Agreement // 3/2/23 version 1

THIS AGREEMENT entered into this ___ day of _____, 2023, by and between:

CLIENT Passero and Associates hereinafter referred to as the "Client", whose address is: 4730 Casa Cola Way; Ste 200 St. Augustine, FL 32095 Attn: Justin Vollenweider	and	CONSULTANT Marquis Latimer + Halback, Inc. (ML+H) a professional consulting firm, hereinafter referred to as the "Consultant", whose address is: 34 Cordova Street, Suite A St. Augustine, Florida 32084
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1.0 PROJECT LOCATION AND DESCRIPTION

1.1 PROJECT LOCATION:

The proposed project is to be located at 4040 Lewis Speedway St. Augustine, FL 32084. The lot is approximately approximately 9.11 acres. Plans shall be in compliance with the jurisdiction (St. Johns County) requirements.

1.2 PROJECT DESCRIPTION:

The objective of the assignment is to develop landscape architectural and site improvement plans for the property listed above, to include the following program elements:

- A. 30,000-40,000 sq. ft. new building to house the expansion of the permitting agency
- B. Rework of the existing parking lot
- C. Modifications to the existing landscape featuring native and florida friendly plantings

1.3 The Consultant shall generally be responsible for limited Landscape Architectural services, including assistance with landscape planting design, irrigation, etc. Service phases may include schematics through construction observation.

1.4 The Consultant Team shall include:

- A. Marquis Latimer + Halback, Inc. - landscape architecture
- B. Ecological Design and Consulting - Irrigation Design

1.5 The proposed improvements will be developed using existing, readily available data, as-built surveys, aerials, new surveys, field measurements, geotechnical testing and other information provided by the Client.

1.6 The Consultant shall be responsible for all milestones printing of required submittals. The Consultant shall provide the Client with one (1) digital copy and one (1) hard copy of each milestone submittal. Additional printing shall be per item 3.3 "Reimbursable Expenses" below.

1.7 Services not included and deemed an additional service are: hardscape design, surveying, geotechnical, architecture, engineering (civil, mechanical, electrical, plumbing or structural); meetings above and beyond those listed below; other items if applicable; etc.

2.0 SCOPE OF WORK

2.1 MASTER PLAN / SCHEMATIC DESIGN PHASE

- 2.1. 1 **Kickoff:** The Consultant shall coordinate and conduct **one (1) kick-off meeting** with the Client and Client's team to assess the existing site, review available information, and develop program requirements. Coordinate with other consultants as needed during kickoff.
- 2.1. 2 **Base Sheet:** Consultant shall develop a base sheet/as-built plans suitable for the Master Plan / Schematic Design Phase. Other sources of information utilized may include aerials and as-built materials easily obtained. A cursory on-site review of the base sheet will be provided to field truth the existing conditions. Other site inventory elements shall include:
- A. **Codes:** Applicable local, state and federal guidelines and codes, including those governing properties listed on the National Register of Places, that may affect the development as it relates to the current use, will be reviewed and documented. Prepare a memo for the Client of findings.
- 2.1. 3 **Framework Plan + Concepts:** The Consultant shall develop a **framework plan and two (2) conceptual diagrams with character images** that illustrate elements such as pedestrian connections, parking, drainage, areas of special features, landscaping, interactive areas, etc. Historic design theme and character will also be studied.
- 2.1. 4 **Concepts Review:** The Consultant Team shall attend one (1) presentation meeting of the conceptual Master Plan / Schematic Design to the stakeholders noted in item 1.2 for each project.
- 2.1. 5 **Presentation:** The Consultant Team shall attend one (1) presentation meeting of the final Master Plan / Schematic Design.

2.2 DESIGN DEVELOPMENT PHASE (30% SUBMITTAL)

- 2.2. 1 **DD Submittal:** The Consultant shall prepare a **design development submittal** consisting of drawings and other documents to convey design intent and to describe the size and character of the project as to systems, materials, and such other elements as may be appropriate. The basis for this design shall be the approved master plan and estimate of probable project costs.
- 2.2. 2 **Planting design** including landscape massing and a general palette with sizes of plant types.
- 2.2. 3 **Preliminary irrigation design criteria** to include areas of coverage, equipment types and water source.
- 2.2. 4 **Meetings:** The Consultant shall attend and present plans at two (2) Client / Consultant team meetings.

2.3 CONSTRUCTION DOCUMENTS PHASE (60%, 90%)

- 2.3. 1 **Construction Documents:** Based upon the Client approved design development documents and any further adjustments in the scope of the project or in the project budget, the Consultant shall prepare **construction documents** consisting of **drawings, technical specifications and material selections** that sets forth in detail the requirements for the construction of the project. Milestone submittals shall include 60% and 100% complete documents. The Consultant shall attend and present plans at **two (2) Client / Consultant team meetings**.
- 2.3. 2 **Signed and Sealed:** All services provided shall comply with all federal and local codes and agencies having jurisdiction over the project. All drawings shall be sealed and signed as required by jurisdictional agencies in order to obtain a Development Order and a building permit.
- 2.3. 3 **Other Consultant Coordination:** All documents shall include complete integration of other Client consultant elements including civil, structural, and electrical engineering as applicable to the project.
- 2.3. 4 **Landscape Planting Design:** The Consultant shall prepare construction documents and specifications including planting plans, lists, details and technical specifications.
- 2.3. 5 **Landscape Irrigation Design:** The Consultant shall prepare construction documents and specifications for an underground, automatic irrigation system serviced from domestic water. The Consultant shall provide source locations, clock locations and flow and pressure requirements. The Consultant shall be responsible for verifying that all sleeves, including sizes are coordinated properly.

2.4 BIDDING AND NEGOTIATION PHASE (HOURLY)

- 2.4. 1 The Consultant will provide reproducible copies of all **bid documents** to the Client for printing and
- 2.4. 2 **Pre-Bid Meeting:** The Consultant shall attend pre-bid meeting and issue addenda and clarifications as appropriate.
- 2.4. 3 **Bid Review:** The Consultant will review bids and issue recommendations and comments as required prior to award.
- 2.4. 4 **Value Engineering Recommendations:** In the event of budget problems, the Consultant will review and offer "value engineering" recommendations to bring bids into budgetary parameters.

2.5 CONSTRUCTION OBSERVATION PHASE

- 2.5 1 **Pre-Construction Meeting:** The Consultant will attend the pre-construction meeting.
- 2.5 2 **Submittals + Shop Drawings:** The Consultant will review for approval in a timely manner all shop drawings, submittals and samples. All shop drawing review shall be completed within ten (10) days from receipt of shop drawing.
- 2.5 3 **Requests for Information (RFIs):** The Consultant shall provide responses in writing to the Owner representative, the contractor or other consultant's questions and/or requests for information (RFI). Responses, which resolve the issue under consideration, shall be completed with reasonable promptness so as to cause no delay. Maximum response time shall be five (5) working days from receipt of request.
- 2.5 4 **Clarifications:** The Consultant will consult with contractor for clarification of documents.
- 2.5 5 **Site Visits:** The Consultant will provide on-site inspections of all design elements to ensure quality, proper progress of the work and conformity to the documents and the design intent. The Consultant will also provide substantial and final inspections and prepare a punch list(s) for all items of work within the scope of these design services.

TOTAL NUMBER OF SITE VISITS:	1
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2.0 SCOPE OF WORK - ESTIMATED LEVEL OF EFFORT (HOURS)

NOTE: ACTUAL HOURS MAY VARY. SEE ITEM 3.0 FOR FULL TERMS.

2.1 MASTER PLAN / SCHEMATIC DESIGN PHASE

		Sr. Principal	Principal	Project Mgr	Sr. Associate	Associate	Staff	
2.1. 1	Kickoff	0	2	0	0	1	0	
2.1. 2	Base Sheet	0	1	0	0	4	0	
A.	Codes	0	1	0	0	1	0	
2.1. 3	Conceptual Plans	0	2	0	8	0	0	
2.1. 4	Concepts Review	0	2	0	2	0	0	
2.1. 5	Presentation	0	1	0	1	0	0	
		0	9	0	11	6	0	TASK SUBTOTAL
		\$ -	\$ 1,980	\$ -	\$ 1,815	\$ 810	\$ -	\$ 4,605.00

2.2 DESIGN DEVELOPMENT PHASE (30% SUBMITTAL)

		Sr. Principal	Principal	Project Mgr	Sr. Associate	Associate	Staff	
2.2. 1	Consultation	Included Below	Included Below	Included Below	Included Below	Included Below	Included Below	
2.2. 2	Planting	0	1	2	4	0	0	
2.2. 3	Irrigation Criteria	0	0.5	0.5	4	0	0	
2.2. 4	Meetings	0	2	2	2	0	0	
		0	3.5	4.5	10	0	0	TASK SUBTOTAL
		\$ -	\$ 770	\$ 810	\$ 1,650	\$ -	\$ -	\$ 3,230.00

2.5 CONSTRUCTION OBSERVATION PHASE

		Sr. Principal	Principal	Project Mgr	Sr. Associate	Associate	Staff
2.4. 1	Bidding	0	3	0	0	0	0
2.4. 2	Site Visits	0	1	2	0	0	0
2.4. 3	Punch List	0	1	2	0	0	0
2.4. 4	Clarifications	0	2	0	0	0	0
2.4. 5	Site Visits	0	3	0	0	0	0

0	10	4	0	0	0	TASK SUBTOTAL
\$ -	\$ 2,200	\$ 720	\$ -	\$ -	\$ -	\$ 2,920.00

3.0 SCHEDULE OF FEES, HOURLY RATES, AND REIMBURSABLE EXPENSES

3.1 The Client agrees to pay the Consultant the **lump sum fees** listed below as compensation for services. The Consultant shall make monthly billings. The fees do not include additional reimbursable expenses. The Consultant shall be paid within fifteen (15) days of receipt of a detailed invoice.

A.	2.1 MASTER PLAN / SCHEMATIC DESIGN PHASE	\$	4,605.00
B.	2.2 DESIGN DEVELOPMENT PHASE (30% SUBMITTAL)	\$	3,230.00
C.	2.3 CONSTRUCTION DOCUMENTS PHASE (60%, 90%)	\$	8,170.00
D.	2.4 BIDDING AND NEGOTIATION PHASE (HOURLY)	\$	-
E.	2.5 CONSTRUCTION OBSERVATION PHASE	\$	2,920.00
LUMP SUM TOTAL			\$ 18,925.00

3.2 Hourly Rates: The Consultant shall provide **additional or hourly services** at the hourly rates listed below.

A.	Marquis Latimer + Halback, Inc.	
	1. Senior Principal	\$295/hour
	2. Principal	\$220/hour
	3. Project Manager	\$180/hour
	4. Senior Associate	\$165/hour
	5. Associate	\$135/hour
	6. Staff / Administration	\$70/hour

3.3 Reimbursable Expenses

The Consultant shall provide **one (1) digital file and one (1) hard copy** as the deliverable at each milestone task. All **additional** printing, reproduction, etc. and other out-of-pocket costs shall be in addition to the fees stated above. Additional reimbursable expense, if approved in writing by the Owner, shall be as follows:

- A.
- The Consultant shall be reimbursed for additional printing, approved postage / deliveries, automobile travel outside of St. Johns County at IRS mileage rate for applicable calendar year of invoicing, and other travel expenses, at cost plus ten percent (10%).
 - The Consultant shall be reimbursed for any permit or application fees at cost plus ten percent (10%).

TERMS AND CONDITIONS

4.0 PAYMENT SCHEDULE

- 4.1 The Consultant shall make monthly billings not to exceed the amounts listed for each phase or total lump sum fee, unless approved in advance by the Client. The Consultant shall be paid within fifteen (15) days of receipt of a detailed invoice.
- 4.2 Consultant's services under the tasks listed in 2.0 above, shall each be considered complete at the earlier of: 1) the date when the submissions for that phase have been accepted by the Client; or 2) thirty (30) days after the date when such submissions are delivered to the Client for final acceptance.
- 4.3 The Consultant or the Client shall be allowed to renegotiate this Agreement upon substantial change in the project budget, scope of service, or schedule.
- 4.4 If payment is made beyond thirty (30) days of receipt of a detailed invoice, a monthly charge of one and one-half percent (1.5%) per month will be included. In addition, the Client agrees to pay any costs of collection should they be necessary, including reasonable attorney's fees.
- 4.5 Hourly rates to be in effect until December 31, 2024 at such time all uncompleted work shall be billed at revised rates, which shall include appreciation of direct and indirect expenses, plus inflation. The Client prior to proceeding shall approve all hourly work or additional services, in writing.

5.0 ABANDONMENT OF IMPROVEMENTS

If the Client finds it necessary to abandon the project, the Consultant shall be given seven (7) days written notice and compensated for all work completed under 2.0 above and according to the schedule of payments designated under 3.0 above. Scheduled items not completed but upon which work has been performed, shall be paid for upon the basis of estimated extent of completion.

6.0 OTHER TERMS AND CONDITIONS

- 6.1 Insurance: The Consultant shall secure and maintain appropriate insurance coverage to include professional liability, commercial general liability, comprehensive automobile liability, and workers compensation. Certificate of insurance shall be provided upon request.
- 6.2 Indemnification: Client and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. **Furthermore, the Client agrees to indemnify and hold harmless completely the Consultant if the Consultant is not retained for Bidding and Negotiation Phase or Construction Observation Phase services.**

- 6.3 Ownership of Documents: The Consultant shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Consultant (collectively, the "Deliverables"). Subject to payment by the Client of all fees and costs owed to the Consultant, the Consultant grants to the Client a nonexclusive license to reproduce the Design
- 6.4 Other Parties: It is mutually agreed that this Agreement is not transferable by either signatory to a third party without the consent of the other principal party. Plans and specifications are instruments of service and remain the property of the Consultant.
- 6.5 Termination: The Client or the Consultant upon giving written notice may terminate this Agreement at any time. Termination by the Client shall comply with 5.0 above. This Agreement, unless previously terminated by written notice, shall be terminated by the final payment for the finished work.
- 6.6 Governing Law: The law in effect at the Consultant's principal place of business, St. Johns County, Florida, shall govern this Agreement.
- 6.7 Complete Agreement: This Agreement represents the entire understanding between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement only may be amended in writing signed by both the Client and the Consultant.

SIGNATURES

- 6.8 Signatures: In witness hereof, the parties hereto have executed this Agreement as of the date written

Witness

Passero and Associates

Signature

Date

Justin Vollenweider

Signature

Date

Witness

Marquis Latimer + Halback, Inc.

Signature

Date

C. Fremont Latimer, RLA, ISA // COO + Principal

Signature

Date



ECS Florida, LLC

Proposal for Subsurface Exploration and Geotechnical
Engineering Services

St. Johns County New Permit Center Building

4040 Lewis Speedway
St. Augustine, Florida

ECS Proposal Number 35:20382-GP

February 27, 2023





February 27, 2023

Mr. Robert Stagliano
St. Johns County – Engineering Division
2570 Industry Center Road
St. Augustine, Florida 32084

ECS Proposal No. 35:20382-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering Services
St. Johns County New Permit Center Building
4040 Lewis Speedway
St. Augustine, Florida

Dear Mr. Stagliano:

ECS Florida, LLC (ECS) is pleased to submit this proposal to provide subsurface exploration and geotechnical engineering services for the above referenced project. This proposal contains our project understanding, proposed scope of services, lump sum fee, schedule of work, and authorization requirements.

Project Description

Based on our discussions with Mr. Matt Singletary, P.E., of Passero Associates, we understand that a new permitting building is proposed at the site. We were provided with a copy of an aerial photograph that shows the potential locations of the proposed building. We were also provided with a copy of the Request for Proposal dated February 24, 2023. It is anticipated that the proposed building area will be determined prior to mobilization for geotechnical testing. The building will have an approximate plan area of 30,000 square feet and a height of two to three stories. Paved parking and drive areas will also be constructed.

Scope of Services

Our integrated services will include drilling of soil borings by drill crews under our supervision, laboratory testing of representative soil samples for pertinent engineering properties, various engineering analyses, and preparation of an engineering report. The objective of the geotechnical exploration is to provide site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. Upon completion of drilling operations, the samples will be returned to our laboratory in Jacksonville, Florida for further identification and testing. The following field services are proposed:

Location	Number of Borings	Depth of Borings Below Ground Surface, feet
Building	4 SPT*	45
Pavement Areas	6 Auger	5

*Standard Penetration Test

The potential construction locations are currently occupied by parking areas. This proposal assumes that the current tenant will be responsible for blocking of parking areas prior to our arrival. The borings will be performed through cored sections of pavement that will be patched after boring completion.

Laboratory classification and index property tests will be performed as necessary on selected soil samples obtained from the exploration.

The results of the exploration and engineering evaluation will then be documented in a report containing the following:

1. A brief discussion of our understanding of the planned construction and imposed loading conditions.
2. A presentation of the field and laboratory test procedures used and the data obtained.
3. A presentation of the existing on-site conditions, such as topography, surface vegetation, etc. as they relate to the planned construction.
4. A presentation of the encountered subsurface conditions, including subsurface profiles and measured groundwater levels, estimated seasonal high groundwater levels, and estimated geotechnical engineering properties (as necessary).
5. A geotechnical engineering evaluation of the site and subsurface conditions with respect to the planned construction.
6. Recommendations for foundation design parameters, including our estimate of the performance of the foundation system.
7. General recommendations for pavement design.
8. Recommendations for the required site preparation and earthwork construction.

Proposal Assumptions

ECS has made the following assumptions in developing this proposal:

1. Two full business days are needed for utility mark-up prior to the start of drilling operations.
2. Drilling operations will last approximately 2-3 business days.
3. Client will provide the right of access to the property.
4. Current tenant will block parking at our testing locations for the duration of the field work.

Fee

ECS will provide the proposed geotechnical base scope of services for a lump sum fee of **\$8,600**. If additional services are required because of unexpected field conditions encountered in our field exploration program, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Schedule

We are prepared to mobilize to the site within three weeks after authorization to proceed. Preliminary verbal results and recommendations can be provided within 1 to 2 days after completion of the field drilling portion of the project. The written report containing final recommendations will be submitted within two weeks after completion of all field and laboratory testing.

Utility Clearance

We will contact Sunshine 811 to locate underground utilities at the site; however, our experience indicates that Sunshine 811 will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate the location of our exploration in order to avoid any underground utilities indicated by the Sunshine 811 locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities.

This proposal includes a budget to perform a private utility locate. Please read the following section on private utility locator services.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the Sunshine 811 services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments, copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Site Restoration

Upon completion of the subsurface exploration procedures, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to minimize such disturbance; however, we have not budgeted for site restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

Closing

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. Your acceptance of this proposal may be indicated by signing and returning the enclosed Proposal Acceptance Form. Our work will be done in accordance with the attached Terms and Conditions which is made a part of this proposal.

Thank you for the opportunity to submit this proposal to provide services and serve as your consultant. We look forward to working with you on this project, and to hopefully serve as your consultant in the future. If you have any questions, or if we can be of any additional service, please contact us at (904) 880.0960.

Respectfully submitted,

ECS FLORIDA, LLC



Jared Pitts, P.E.
Senior Project Engineer
JPitts@ecslimited.com



Chris M. Egan, P.E.
Geotechnical Department Manager
CEgan@ecslimited.com

Attachments: Proposal Acceptance Form
ECS Terms and Conditions of Service

**PROPOSAL ACCEPTANCE FORM
ECS FLORIDA, LLC**

Project Name: St. Johns County New Permit Center Building

Location: St. Augustine, Florida

Fee: \$8,600

Private Utility Locator

Indicate if a private utility locator is requested by checking the box above for private utility locator.
The fee will be established based on site specific requirements.

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement between ECS and Client. Your signature also indicates you have read this document and the Terms and Conditions of Service in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____

Contact Person: _____

Telephone No.: _____

E-mail: _____

Responsible for Payment

Approval of Invoice (if different)

Contact Name: _____

Company Name: _____

Address: _____

Address: _____

City, State, Zip: _____

Telephone No.: _____

Fax No: _____

E-mail Address: _____

The reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses and fax numbers below.

Name	E-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: _____ Date: _____



ECS FLORIDA, LLC TERMS AND CONDITIONS OF SERVICE

The professional services ("Services") to be provided by ECS Florida, LLC ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing and shall form the Agreement between ECS and CLIENT.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Services on the Project and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guarantee of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

- 11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of Service are provided until the completion of the Project.
- 11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.
- 11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.
- 11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

- 12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.
- 12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

- 13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.
- 13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.
- 13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any of CLIENT'S Contractors or any of their subcontractors.
- 13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS

- CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

- 15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be

limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

- 15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.
- 15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.
- 15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.
- 15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.
- 15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.
- 15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.
- 15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

- 16.1 CLIENT and CLIENT'S Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.
- 16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.
- 17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

- 18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.
 - 18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.
 - 18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or the total fee for the services rendered, whichever is greater.
- 18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.
- 18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to \$500,000.
- 19.0 **INDEMNIFICATION**
 - 19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent

acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

- 19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.
- 19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.
- 19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.
- 19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

- 20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

- 21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.
- 21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

- 21.3 For projects located in Florida, the parties agree that **PURSUANT TO FLA. STAT. SECTIONS 558.002 AND 558.0035, CLIENT AGREES THAT AN INDIVIDUAL EMPLOYEE OR AGENT OF ECS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE FOR ACTS OR OMISSIONS ARISING OUT OF THE SERVICES.**

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

- 23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project.

The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

- 23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.
- 23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

- 24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.
- 24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

- 25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.
- 25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

- 30.1 The titles used herein are for general reference only and are not part of the Terms.
- 30.2 These Terms together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.
- 30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.
- 30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.
- 30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT



March 01, 2023

Mr. Matt Singletary, PE
Passero Associates
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

**Subject: Proposal to Perform a Utility Designation Study
St. Johns County New Permit Center Building Site
St. Augustine, Florida
GeoView Proposal Number: 10412p**

Mr. Singletary,

The purpose of this letter is to transmit a proposal to complete a geophysical investigation at the subject site. This proposal is in response to your request for proposal made during our recent conversations. GeoView, Inc. appreciates the opportunity to provide our services on this project. We look forward to hearing from you soon.

Sincerely,

GEOVIEW ASSOCIATES, INC.

Stephen Scruggs, P.G.
Senior Geophysicist
Florida Professional Geologist Number 2470

Enclosure

A Geophysical Services Company

5709 First Avenue South
St. Petersburg, FL 33707

Tel.: (727) 209-2334
Fax: (727) 328-2477

Proposal

This document shall serve as a proposal for work to be performed by GeoView Associates, Inc. (GeoView) for Passero Associates.

Description of Site

The project site is referred to as the St. Johns County New Permit Center Building Site and is located at 4040 Lewis Speedway in St. Augustine, Florida. The purpose of the geophysical survey will be to determine the location of underground utilities within two designated areas of the project site. The areas of investigation are approximately 3 acres in size and are shown on Figure 1 (page #6).

Scope of Work

GeoView will provide geophysical surveying services at the project site. The purpose of the geophysical survey will be to determine the location of underground utilities or other underground structures within the designated area of the project site. The fieldwork is estimated to take 3 to 4 days to complete. This estimate is based upon the site conditions being as described by Passero Associates.

The geophysical survey will be conducted using ground penetrating radar (GPR) and conventional electromagnetic (EM) pipe and cable locators. The GPR survey will be conducted using either a Mala and/or a GSSI GPR system. The appropriate GPR antenna configuration and time range and processing parameters will be determined in the field by the project manager.

The EM survey will be performed using a Subsite 95R and/or a Radiodetection RD (8000, 8100 or 8200) system. As appropriate, the EM survey will be conducted using both passive and active modes. The passive mode is used to find cables and conduits carrying live power (50-60 Hz) and communication (29-33Hz) signals. For the active mode survey, a current is transmitted directly or broadcast into using electromagnetic induction a metal pipe or conduit and the path of the pipe/conduit is identified by following the signal with a portable receiver. The active mode is used to trace out cast iron pipes, metal water and sewer lines, utilities that have trace wires, and inactive power and communication lines. GeoView's utility locating personnel are all certified GPR and conventional pipe and cable locator operators with extensive in-house training.

Presentation of Results

The location and estimated depths of underground utilities or any other identified structures shall be indicated on the ground surface using spray paint or other methods as specified by Passero Associates. Designated utilities will also be

documented on a scaled AutoCAD site map. The site map will provide the location, depth and purpose of any underground utilities or other structures identified by the survey. GeoView will use a differentially corrected GPS system to determine the location of any identified underground features. In most site settings the documented positions will be accurate within +/- 1-2 feet.

If requested GeoView can provide drone aerial imagery services to document site conditions as they exist at the time of the geophysical site investigation. All images will be geo-rectified in order to provide a scaled and orthographically correct base map upon which the results from the geophysical investigation will be presented. High resolution images will be collected with a DGI m300 drone with a Zenmuse P1 camera. Lidar surveying services can also be provided using a Zenmuse L1 or equivalent. GeoView's drone pilots are FAA Part 107 licensed, and the imagery will be collected per FAA guidelines when working in both urban areas and near commercial airports. Cost for arial imagery services can be provided upon request.

Compensation

Cost to complete the survey will be \$6,000. This price is inclusive of all charges associated with the project. Unless otherwise agreed upon, GeoView shall be compensated for all services within 30 days of invoice date. GeoView shall be paid in full regardless of whether the results of the geophysical survey are what Passero Associates anticipated. If it is determined during the survey that the geophysical survey will not achieve the objectives of the project, Passero Associates will immediately be notified. If a decision is made to discontinue the survey, only charges for time and materials costs to that point will be submitted.

These prices are based upon GeoView being able to access the site during normal business hours, Monday through Friday. It is also based upon the assumption that no site-specific training or drug testing will be required. If there are any such requirements, additional costs will be incurred.

Requirements of Client

Passero Associates will provide a scaled map and digital file, if available, of the project site showing the boundaries of the project site, areas of specific concern and pertinent landmarks. Passero Associates will also supply all available information regarding the presence and history of underground utilities at the project site (see limitations for further discussion). Unless otherwise requested, Passero Associates will be responsible for the coordination of site access, traffic control, clearing of onsite obstructions or any other logistical consideration necessary to conduct the survey. If any test drilling, monitor well installation or other excavation activities are planned it will be the responsibility of Passero

Associates to submit a notification (dig ticket) to the appropriate 811 One-Call agency. It is recommended that such notification be filed sufficiently in advance so that GeoView will have the opportunity incorporate the 811 findings into their results.

Limitations

The objective of the geophysical survey is to determine the presence and configuration of underground utilities. However, the geophysical response of these features may be highly complex depending upon on the physical characteristics of the underground utilities, the electrical properties of the surrounding soils, the depth of burial of the utilities, and the proximity of the utilities to each other. GeoView shall conduct the geophysical survey using the most “up-to-date” geophysical equipment in a manner consistent with the level of care and skill ordinarily exercised by members of the geophysical profession practicing in the same locality under similar conditions. GeoView’s utility locating personnel are all certified GPR and conventional pipe and cable locator operators with extensive in-house training.

It is acknowledged that GeoView is not an 811 Sunshine One-Call or equivalent utility mark-out service. GeoView does not have access to any utility-related records for either public or private properties. It is the responsibility of Passero Associates to obtain such records and provide to GeoView prior to the site investigation. GeoView will use these records during the site investigation and report to Passero Associates any utilities that are shown on the site records but cannot be confirmed by GeoView. GeoView will not mark on the ground surface any utilities which it cannot confirm.

GeoView shall only be liable for the successful locating of underground utilities or any other underground structures whose presence is both known and indicated on site maps to be provided prior to the performance of the geophysical survey. Every attempt will be made to locate both known and unknown utilities within the survey area. However, GeoView will only be liable for utilities whose presence is known prior to the survey. Passero Associates accepts that due to the inherent limitations of non-intrusive geophysical technologies GeoView cannot be held liable for damages to utilities that cannot identified using non-intrusive technologies.

Passero Associates accepts that a non-intrusive utility designation study does not replace the need to employ widely accepted industry safety standards for subsurface work. Concerning the installation of well or test borings this standard of care includes post-holing or hand auguring at the planned test locations to the minimum depth at which underground utilities are anticipated at the project site. If

absolute confirmation is needed to a specified depth that underground utilities are not present at a planned work location GeoView can provide vacuum excavation services. Pricing for such services is available upon request.

When Passero Associates is working around indicated utilities, a minimum of 2 ft clearance from either side of the marked utility will be maintained. Unless otherwise indicated, a minimum vertical clearance of +/- 20 percent of the indicated depth shall also be maintained. Passero Associates maintains the responsibility for manually exposing any indicated underground utility for absolute confirmation. Authorization and scheduling of the project is considered acceptance of these terms and conditions.

Other Terms and Conditions

Additional Insured: If requested, Passero Associates will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: GeoView shall not directly or indirectly disclose to any third person information regarding the results of the geophysical investigation prior to obtaining written permission from Passero Associates.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

Governing Law: This agreement shall be deemed to have been made in the place of performance of the Geophysical Services and shall be governed by, and construed in accordance with the laws of the state in which the geophysical services were provided. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: GeoView agrees to indemnify, protect and hold harmless Passero Associates from and against all liabilities, claims or demands of every kind of injury, including death, or damages to any person or property related in any way to GeoView's performance of this agreement, except to the extent such liabilities, claims or demands are caused by the negligence or willful misconduct of Passero Associates.



Figure 1 – Site Locations

Experience

GeoView has completed over 10,000 utility designating projects. These projects include:

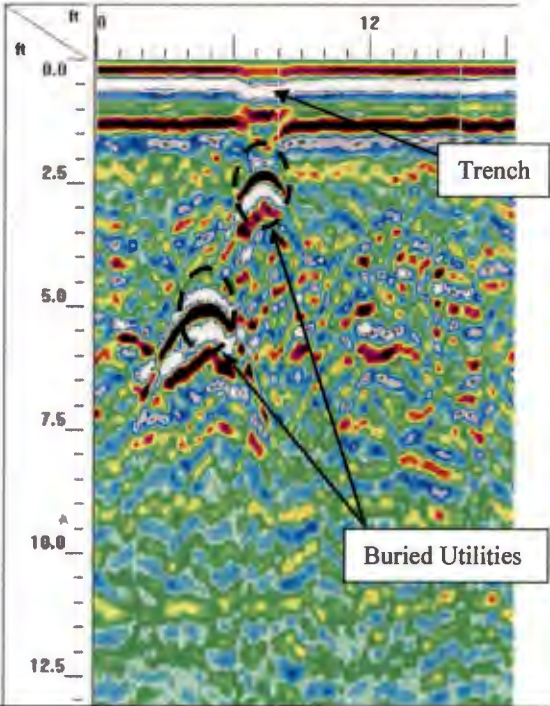
United States Air Force Bases: GeoView successfully located and mapped the exact location of approximately 250,000 linear feet of petroleum oil and lubrications at 12 Air Force Bases throughout the continental United States.

Hospitals: GeoView successfully located and mapped the precise location of utilities at multiple hospitals prior to demolition and construction activity.

School Buildings: GeoView has successfully located and mapped the location of utilities at more than 250 schools throughout the eastern United States as part of a design-build or construction projects.

Utility Mapping at Multiple Federal Penitentiaries: GeoView has successfully located and mapped the location of utilities around the perimeter of multiple federal penitentiaries as part of construction projects. The penitentiaries were located in Florida, Louisiana, West Virginia, and Kentucky.

Gasoline Service Stations: GeoView has successfully designated underground utilities at over 2500 gasoline service stations. Designated utilities have included product pipelines along with all other underground utilities typically encountered at such facilities.



GPR data collected by GeoView as part of a Design Build Survey



Marking fiberglass fuel lines with GPR

GEOVIEW ASSOCIATES, INC. PROPOSAL ACCEPTANCE SHEET

Project Name: **St. Johns County New Permit Center Building Site**
 Project Location: **St. Augustine, Florida**
 GeoView Proposal #: **10412p**
 Proposal Date: **March 01, 2023**
 Description of Services: **Provide Utility Designating and Mapping Services**
 Project Cost: **\$6,000 – see compensation, page 3**
 Payment Terms: **Payable within 30 days of receipt of invoice**

CHARGE INVOICE TO THE ACCOUNT OF:


Client: Passero Associates
 Address: 4730 Casa Cola Way, Suite 200
 St. Augustine, FL 32095
 Attention: Matt Singletary, PE
 Phone (Office): (904) 224-7078 Phone (Cell): (904) 624-0978
 Email: msingletary@passero.com

FOR APPROVAL OF CHARGES:

Firm: _____
 Address: _____
 Phone No.: _____ Fax No: _____
 Attention: _____

Special Instructions and/or Mutually Agreed Upon Changes to the Proposal:

In witness thereof, the parties hereto have made and executed this Agreement

Client: _____ Signature _____ By: _____ Title: _____ Date Signed: _____	GeoView Associates, Inc. _____  _____ By: Steve Scruggs, P.G. _____ Title: Senior Geophysicist _____ Date Signed: March 01, 2023 _____
---	---

General Description of Geophysical Methods

Ground Penetrating Radar (GPR)

The GPR survey will be conducted using a Mala or GSSI GPR system. The survey will be conducted with either a 500, 400 or 250 mega-Hertz antenna. The appropriate antenna will be determined in the field by the project manager. GPR will be able to provide both the position and estimated depth of both metallic and non-metallic underground utilities.

The ability of GPR to resolve a particular utility will be controlled by the following factors: 1) Depth of penetration of the GPR signal, 2) Depth of burial and diameter of the underground utility and 3) Electrical contrast between the underground utility and the surrounding soils and 4) The complexity of the utility layout at the site. Due to one or a combination of these factors the GPR may not be able to identify all the utilities at the site. The diameter or composition of utilities cannot be accurately determined using GPR, though can be estimated. Estimates of burial depth are typically accurate to within +/- 20 percent, more accurate depths are possible if invert elevations for some on-site utilities are known.

Conventional Electromagnetic Pipe and Cable Locators

A Radiodetection System is used to locate underground utilities using conventional means. The system consists of a dual-function receiver and transmitter. The receiver can be operated in two modes: active and passive. In the passive mode the receiver detects the presence of underground utilities that are energized by a 60-Hertz or other known frequency. These utilities can either be those actually carrying electrical power or those utilities that are both metallic and sufficiently close to the electrical lines to have an electrical field induced within them.

In the active mode, the transmitter deliberately induces an electrical current into the utility. The frequency of this field can be varied from 512 Hertz to 200 kilohertz. The electrical field is induced using a transmitter which is either directly attached to the utility, placed on or above the utility or attached to an induction coil which is placed around the utility. Depths of underground utilities can be determined when the EM equipment is being used in the active mode. Depths are typically accurate to within 10-15 percent of the total utility depth.

February 27, 2023

Passero Associates
c/o Mr. Matt Singletary, P.E.
4730 Casa Cola Way, Ste. 200
St. Augustine, FL 32095
Tel: (904) 224-7078
Email: msingletary@passero.com

Reference: **St. Johns County New Permit Center Building ~ Subsurface Utility Services**

Dear Mr. Singletary,

Pursuant to your request, ETM Surveying & Mapping, Inc., is pleased to submit a fee proposal for subsurface utility engineering services for the St. Johns County New Permit Center Building project located on San Sebastian View in St. Johns County, Florida. Our proposed scope of services and fee schedule are as follows:

Subsurface Utility Services

Provide subsurface utility designation services for the project area described above and as depicted on attached graphic known hereto as "Exhibit "A". This scope of services does not include providing surveyed location of the utilities designated, test holes of subject utilities, or providing subsurface excavation within active roadways. If needed this will require additional services, including costs for Maintenance of Traffic and/or county permits. The deliverable will consist of sketches of the designated utilities.

Designation.....	\$3,800.00
Coordination.....	\$560.00
Lump Sum Fee	\$4,360.00

***Subsurface Utility Test Hole quantities are an estimate based on information provided by our Sunshine 811 design ticket for the project area. Only actual services rendered will be invoiced as billable, with a minimum of five test holes being required. A mobilization fee of \$400 will be charged if the minimum of 5 test holes are not authorized.**

Reference: St. Johns County New Permit Center Building ~ Subsurface Utility Services

Items Not Included

- | | |
|-------------------------------------|-------------------------------------|
| Boundary Survey | Title Review |
| Jurisdictional Wetlands Survey | Construction Layout |
| Topographic Survey | As-Built Survey |
| Tree Survey | Plat Preparation |
| Sketch and Legal Description | County Plat Review |
| Mean High Water Line Survey | Plat Processing for Recordation |
| Document Processing for Recordation | Excavation of Underground Utilities |

Cost such as additional printing and delivery services will be invoiced at direct cost plus 15%. Fees outlined hereon are valid for a period of 90 days from the above referenced date.

Please indicate your agreement with this proposal and the attached General Conditions by signing in the space provided and return one copy to our office.

If you should have any questions or need additional information, please call. Thank you for this opportunity to be of professional service.

Sincerely,

ETM SURVEYING & MAPPING, INC.

Barry L. Scott
Director of Survey Operations, Shareholder

Accepted this _____ day
of _____, 2023.

By: _____
Signature

Print Name and Title

Company

Attachments: General Conditions

Reference: St. Johns County New Permit Center Building ~ Subsurface Utility Services

GENERAL CONDITIONS

PAYMENT TERMS - Payment is due upon receipt of our invoice. If payment is not received within thirty days from the invoice date, Client agrees to pay a finance charge on the principal amount of the past due account of one and one-half percent per month. If one and one-half percent per month exceeds the maximum allowed by law, the charge shall automatically be reduced to the maximum legally allowable.

In the event Client requests termination of the services prior to completion, the Client shall pay all charges incurred through the date services are stopped. If during the execution of the services, ETM Surveying & Mapping, Inc. is required to stop operations as a result of changes in the scope of services such as requests by the Client or requirements of third parties, additional charges will be applicable.

Client agrees to pay mobilization charges for any work ordered when, upon arrival of survey crew, job site is not prepared for crew to properly perform scope of services.

INSURANCE - ETM Surveying & Mapping, Inc. maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage limits of \$1,000,000. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that ten days written notice be given prior to cancellation.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, ETM Surveying & Mapping, Inc. will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

STANDARD OF CARE - The only warranty or guarantee made by ETM Surveying & Mapping, Inc. in connections with the services performed hereunder, is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for surveying services or by our furnishing oral or written reports.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of ETM Surveying & Mapping, Inc. and its officers, directors, partners, employees, agents and subconsultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of ETM Surveying & Mapping, Inc. and its officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by ETM Surveying & Mapping, Inc. under this Agreement, or the total amount of \$50,000.00, whichever is less.

If Client prefers to have higher limits on professional liability, ETM Surveying & Mapping, Inc. agrees to increase the limits up to a maximum of \$500,000 upon Client's written request at the time of accepting this proposal provided that the Client agrees to pay an additional charge as a result of such increase.

ENVIRONMENTALLY PROTECTED LANDS - ETM Surveying & Mapping, Inc. shall not be held liable or responsible for the location or lack of location of any areas within a job site that are considered environmentally protected or are restricted by City, County, State or Federal restrictions. ETM Surveying & Mapping, Inc. will, however, at the Client's request and expense locate such areas if they have been so designated with flagging by an environmental consultant and/or governmental authority. It is further understood that the Client shall be responsible for any permitting required in these areas and shall hold ETM Surveying & Mapping, Inc. harmless for any losses or liabilities resulting from such permitting or regulatory action.

RIGHT-OF-ENTRY - Client shall be responsible for obtaining rights of entry for ETM Surveying & Mapping, Inc.'s employees to any properties included in this contract for purposes of performing scope of work duties. We will take reasonable precautions to minimize damage to the property caused by our operations, but we have not included in our fee the cost of restoration of damage which may result. If Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our fee.

GOVERNING LAW - This agreement shall be governed in all respects by the laws of the State of Florida.

CONSTRUCTION LAYOUT - It is understood by the Client that ETM Surveying & Mapping, Inc. shall not be held liable for any errors in layout or construction work when the original stakes or points have been destroyed or disturbed in any way.

It is further understood that the Client shall be responsible for furnishing ETM Surveying & Mapping, Inc. with approved plans and specifications and/or revised plans and specifications for such layout and/or construction work and shall have a construction supervisor or authorized agent approve any and all field changes or modifications to such plans with a written statement.

ZONING RESTRICTIONS AND EASEMENT - ETM Surveying & Mapping, Inc. shall be held harmless for the location or lack of location of any easements, building setback lines or special restriction lines unless documents such as Title Opinions and/or Restrictive Covenants accurately describing such easements or lines have been supplied to us with sufficient time to review such documents.

OWNERSHIP OF DOCUMENTS - All documents, including, but not limited to drawings, specifications, reports, field notes, calculations and estimates, prepared by ETM Surveying & Mapping, Inc. as instruments of service pursuant to this Agreement, shall be the sole property of ETM Surveying & Mapping, Inc. Client agrees that all documents of any nature furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any documents produced by ETM Surveying & Mapping, Inc., pursuant to this Agreement be used at any location or for any project not expressly provided for in this Agreement without the written permission of ETM Surveying & Mapping, Inc.

SAFETY - Should ETM Surveying & Mapping, Inc., provide periodic observations and surveying services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours.

INDEMNIFICATION - In addition, and notwithstanding any other provisions of this Agreement, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless ETM Surveying & Mapping, Inc. and its directors, employees, agents and subconsultants from and against all damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of ETM Surveying & Mapping, Inc.

PURSUANT TO FLORIDA STATUTES SECTION 558.0035(2013), AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES - In no event shall either party hereunder be liable to the other party for punitive, speculative, consequential or special damages of any kind.

ASSIGNABILITY - Client and ETM Surveying & Mapping, Inc., respectively bind themselves, their successors and assigns to the other party to this Agreement and to the successors and assigns of such other party with respect to all covenants of this Agreement. Neither Client nor ETM Surveying & Mapping, Inc. shall assign this Agreement without the prior written consent of the other party.

SEVERABILITY AND SURVIVAL - If any of the provisions contained in this Agreement are held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

INTEGRATION - This Agreement represents the entire and integrated Agreement between Client and ETM Surveying & Mapping, Inc. and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

THIRD PARTY BENEFICIARY - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or ETM Surveying & Mapping, Inc.



St Johns County Tax Collector
4030 Lewis Speedway
St Augustine, FL 32084

Designate all Utilities
and provide Utility Sketch

St Johns County Building Dept.
4040 Lewis Speedway
St Augustine, FL 32084

Service Area	Utility Type(s)
A T & T/ DISTRIBUTION SBF02	TELEPHONE
CITY OF ST AUGUSTINE CO5600	SEWER, WATER
COMCAST CABLE COMMUNICATIONS AC1095	CATV
FLORIDA POWER & LIGHT--ST JOHNS FPLSTJ	ELECTRIC
SPRINT US5P01	FIBER

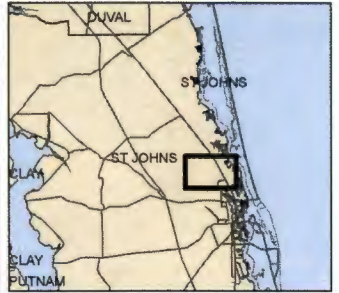
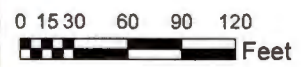


EXHIBIT A



ETM Survey & Mapping

St. Johns County New Permit Center Building



Utility Location Map	
Drawn By:	David Ashley
Checked by:	
Date:	2/27/2023

Sheet No.
1



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 31, 2023

RFQ 23-22; Design Services for New Permit Center Building

St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Passero Associates, LLC as the highest ranked firm, based upon evaluation of submitted Qualification and subsequent interviews under RFQ 23-22.

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**

A handwritten signature in blue ink, appearing to read "Leigh A. Daniels".

Leigh A. Daniels, CPPB
Purchasing Manager
ldaniels@sjcfl.us
(904) 209-0154 - Direct

Date: _____

2/1/23

COMBINED EVALUATION SUMMARY SHEET
(Submittal & Presentations)

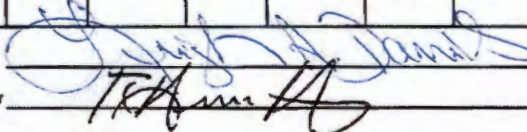
St. Johns County, Florida
Board of County Commissioners

Date: January 25, 2023
23-22; Design Services for New Permit
Center Building

Posted:

FIRM	EVALUATOR Jason McKay		EVALUATOR Timothy Connor		EVALUATOR John Adams		EVALUATOR Robert Stagliano		TOTAL	RANK	COMMENTS
	Submittal	Interview	Submittal	Interview	Submittal	Interview	Submittal	Interview			
PQH Group Design, Inc	75.00	17.00	60.00	18.00	74.00	14.00	67.00	12.00	337.00	3	
Siling Associates, Inc.	80.00	20.00	72.00	19.00	77.00	18.00	79.00	14.00	379.00	2	
Passero Associates, LLC	89.00	17.00	77.00	18.00	87.00	10.00	84.00	20.00	402.00	1	

APPROVED: Purchasing Manager

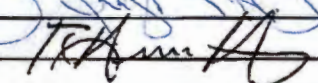


name Leigh A. Daniels

Date:

2/1/23

County Engineer



name Duane Kent

Date:

1/31/23

NOTE:

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

POSTING TIME/DATE FROM 4:00PM JANUARY 25, 2023 UNTIL 4:00PM JANUARY 30, 2023.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE EVALUATION, SHORTLIST, OR RECOMMENDATION FOR AWARD RELATED TO THIS RFQ SHALL FILE A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING PROCEDURES MAY BE OBTAINED FROM THE DESIGNATED POINT OF CONTACT FOR THIS RFQ.

ST JOHN'S COUNTY

JAN 31 '23

PURCHASING

STATEMENT OF QUALIFICATIONS

RFQ NO. 23-22

DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

St. Johns County - St. Augustine, FL

December 15, 2022



PREPARED BY:

PA PASSERO ASSOCIATES
engineering architecture

IN ASSOCIATION WITH:

SGM Engineering



4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095



Office: (904) 757-6106
Fax: (904) 575-6107



www.passero.com

TABLE OF CONTENTS

01 RFQ COVER PAGE AND COVER LETTER	1
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06 QUALITY CONTROL METHODS	26
07 PROPOSED DESIGN SCHEDULE	27
08 ADMINISTRATIVE INFORMATION	

ADDITIONAL OFFICE LOCATIONS

ATLANTA, GA

3855 Shallowford Rd.
Suite 310
Marietta, GA 30062
Office: (470) 577-9989
mjoseph@passero.com

CHARLOTTE, NC

1824 Statesville Ave.
Suite 103
Charlotte, NC 28206
980-621-8366
jwhite@passero.com

ROCHESTER, NY

242 West Main Street,
Suite 100
Rochester, NY 14614
Office: (585) 325-1000
Fax: (585) 325-1691
jsudol@passero.com

SECTION 01

RFQ COVER PAGE AND COVER LETTER



PART VI: – FORMS AND ATTACHMENTS

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

COVER PAGE

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

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

COMPANY NAME: Passero Associates, LLC

CONTACT NAME & TITLE: Bradley J. Wentz, Vice President | SE Services Director

CONTACT PHONE NUMBER: Office 904.224.7089 | Cell 904.307.7024

CONTACT EMAIL ADDRESS: bwentz@passero.com

DATE: December 14, 2022

PA

PASSERO ASSOCIATES
engineering architecture

December 15, 2022

Attn: Malinda "Jordy" Fusco, MA, CPM, Procurement Coordinator
St. Johns County, Purchasing Department
500 San Sebastian View
St. Augustine, Florida 32084

Re: **RFQ No. 23-22: Design Services for New Permit Center Building - St. Johns County**

Dear Ms. Fusco and the Selection Committee:

St. Johns County (SJC) deserves the best team to deliver the improvements outlined in its RFQ for a New Permit Center Building. With the priorities detailed in the RFQ and the challenges that SJC faces, this project creates the need for a **trusted partner, one who shares the vision and commitment of SJC**. Passero Associates wants to be that partner and **can provide the best team to serve SJC**.

- **Legal Name of Company and Type:** Passero Associates, LLC; Limited Liability Corporation
- **Company Address:** 4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095
- **Primary Company Point of Contact:** Justin Vollenweider, AIA; 904-224-7088; jvollenweider@passero.com
- **Names of Principals:** Andrew Holesko, CEO; David Passero, CFO; Jess Sudol, President; Bradley Wentz, VP; Peter Wehner, VP; Jeff Bonecutter, VP
- **Company History:** Founded in 1972, expanding to Florida in 1999, Passero's dedicated staff of over 130 professionals proudly serve our clients, partnering with them to achieve their goals. As a full-service professional consulting firm, we have the resources needed to manage all aspects for the new Permit Center Facility
- **Company Business Philosophy:** Our philosophy is to ensure that St. Johns County's best interests are met, which is reflected in our Core Values: Passion for Excellence, Integrity, Servant Leadership, One Firm and Work/Life Balance.

Passero clients best speak to the value of our services. One example:

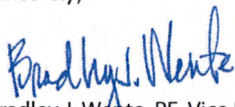
"We appreciate and acknowledge the technical and professional relationship that has developed with Passero staff over the years. We respect them, their ability to deliver and the overall positive and honorable culture of the firm."

— Ed Wuellner, AAE, Exec. Director (Northeast Florida Regional Airport, St. Augustine)

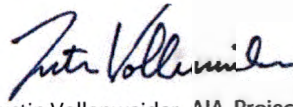
- **Reason for Interest in this Solicitation:** St. Johns County is one of the top 10 fastest growing counties in the country. With this growth SJC has seen a massive increase in permit applications. Passero is interested in this project because we understand the needs of SJC. Passero staff are local Municipal Experts with a focus on their local community (as reflected in Passero's Architectural Term Agreement with SJC). Passero also understands that this project is immediately following a recent large scale interior renovation to the existing facility, and this addition will give SJC the space necessary to increase staffing and keep up with the growing community. Passero understands SJC's needs and will work with SJC to bring the project in on-time and on-budget.

Thank you for your consideration of our qualifications. We look forward to working with you.

Sincerely,



Bradley J. Wentz, PE, Vice President
bwentz@passero.com | 904-757-6106



Justin Vollenweider, AIA, Project Manager/Senior Project Architect
jvollenweider@passero.com | 904-757-6106

SECTION 02

COMPANY AND STAFF QUALIFICATIONS



Our Core Values

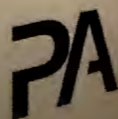
PASSION FOR EXCELLENCE

INTEGRITY

SERVANT LEADERSHIP

ONE FIRM

WORK/LIFE BALANCE



Passero Associates Firm Overview

SERVICE. SOLUTIONS. RESULTS.



YEARS IN BUSINESS

150+

EMPLOYEES

9

OFFICE LOCATIONS

Dedicated, Experienced Team

- Technology Leader
- Full-Service Professional Consulting Firm
- Comprehensive Experience
- Senior Project Leadership
- Commitment of Our Community



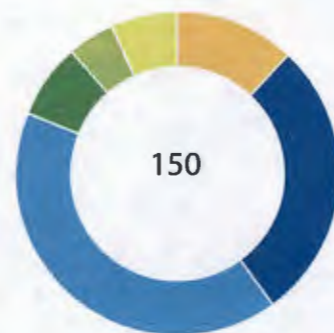
St. Augustine, FL + Rochester, NY + Albany, NY + Atlanta, GA + Dayton, OH + Cincinnati, OH + Burlington, VT + Charlotte, NC + Hudson Valley, NY

Our Commitment

Providing exceptional service and partnering with our clients to achieve their goals is our objective on every project and with every client. Our commitment is to deliver more than what you may expect from a professional services firm.

Integrated Services

- Aviation
- Architecture
- Civil Engineering
- Structural Engineering
- Landscape Architecture
- Interior Design
- Land Surveying
- Grants Administration
- Virtual Reality Project Visualization
- Drone Services
- Construction Observation and Administration
- Planning



- Architecture
- Engineering
- Inspectors
- Planning
- Survey
- Office



Architectural Services

Passero Associates staff possess the range of skills and experience needed to manage your architectural project, from concept design through construction. We serve our clients with expertise in the following areas:

ARCHITECTURAL DESIGN

Passero architects provide complete building design services, from schematic planning to design development and contract documents. We provide complete cost estimates and alternatives to meet demanding budgets.

HISTORIC PRESERVATION

We provide a full range of services to take historic preservation, adaptive reuse, and renovation projects from concept to completion. These include: existing conditions evaluations, sensitive building design, historic rehabilitation tax credit applications, and other local, state, and federal agency reviews.

STRUCTURAL SERVICES

Our in-house structural department provides seamless coordination of quality and innovative builds with expertise in residential, large scale structures, pre-engineered buildings and foundations, parking garages, university structures and additions.

CONSTRUCTION ADMINISTRATION

Passero provides administrative assistance tailored to our client's level of comfort during the construction administration phase. Our array of Construction Administration services include: Submittal review and processing – On-site observation – Construction coordination meetings – Change order processing – Application for payment review – Project closeout

INTERIOR DESIGN

The Passero team looks beyond finishes and furniture to create innovative and economical design solutions. We examine your organization and workflow, reviewing every component within a building's shell. Collaborating with you, we produce an environment that fosters creativity, comfort, efficiency and flexibility. Visualize your new environment before building with our 3D animated video walk-throughs.

CODE REVIEW

Our architects provide a review noting building code deficiencies and violations. We meet with local code enforcement officials to review deficiencies, provide corrective measures, and provide cost estimates.

BUILDING FACADE RENOVATIONS

Passero architects create new and exciting facade renovations for existing buildings, blending with and enhancing the neighborhood, revitalizing an area quickly and with less cost than new construction.

FEASIBILITY STUDIES

Our architects help clients make informed decisions. They evaluate alternative design feasibility using current, accurate and computerized cost estimation systems. This allows consistent plan evaluation not only for developers, but also banks and lending institutions.

ENGINEERING REPORTS

Passero architects perform on-site architectural and 3D Design of buildings, grounds, structural, mechanical and electrical systems, fire protection, finishes and accessibility. The reports may include hazardous materials analysis with recommendations for remediation.

PROJECT EXPERIENCE

MUNICIPAL FACILITIES

Libraries, Town Halls, Court Facilities, Public Safety, Highway Garages, Parking Structures, Emergency Response Facilities

INSTITUTIONS

Schools, Recreation Centers, Higher Education, Faith-Based

COMMERCIAL

Office Buildings, Retail Spaces, Restaurants

HOUSING

Affordable, Multi-Family, Senior, Student



Structural Engineering

The Structural Engineering team at Passero Associates offers an array of talented individuals with diverse technical skills and project experience that spans residential construction and assessments to complex, multi-million dollar development projects requiring multi-hazard structural analysis and design located in some of the world's most challenging places to build. Our engineers have experience with projects across the country and abroad, working with local building officials, building owners and builders utilizing all major building materials.

Our team's experience can be summarized with the following portfolio of experience and services:

SYSTEMS

- Structural Steel Frame
- Cast-In-Place Concrete Frame
- Masonry Load-Bearing Wall
- Stick-Built or Panelized Wood and Cold-Formed Steel Bearing Wall
- Glulam and Heavy Timber Frame
- Shallow and Deep Foundation Systems
- Mat/Raft Foundations
- Specialty Foundations: Equipment, Tanks, Pre-Engineered Metal Buildings, Athletic Scoreboards
- Industrial Systems: Crane Runways, Industrial Shell Buildings, Stairs/Ladders/Platforms

The services and experience our team provides is multi-faceted and is comprised of the following services:

SERVICES

Design Services

- New concept design review and consultation
- Comprehensive design services including schematic design, design development and construction drawing and documentation
- Peer reviews and design-assist services
- Seismic design, rehabilitation and retrofit
- Adaptive reuse
- Computer-aided structural analysis and design
- Construction documentation utilizing BIM



Example:
**Computer Aided
Structural Analysis**

Consulting Services

- Structural Component Design
- Pre-Bid and Field Assistance
- Design-Build Partner
- Value Engineering
- Field Observations Assessments/Investigations/Repair
- Structural Forensics
- Claim and Builders Risk Assessments
- Structural Condition and Seismic Assessments



Our structural engineering team is licensed in multiple states and NCEES credentialed, allowing for expedited reciprocity in additional states. In the time of a structural emergency, we also have individuals certified by the California Office of Emergency Services (CalOES) for

Example:
Assessment/ Forensics Background

MARKETS

- MUNICIPAL
- HIGHER EDUCATION
- MIXED-USE / MULTI-FAMILY / STUDENT HOUSING
- HISTORIC/ADAPTIVE REUSE
- SENIOR LIVING
- HEALTHCARE
- FEDERAL (DOD, DOS, GSA) AND LOCAL GOVERNMENT
- AVIATION
- INDUSTRIAL
- PHARMACEUTICAL
- MARINE / WATERFRONT



Civil Engineering

Passero Associates Civil Engineering staff routinely provide the following services:

SITE DESIGN APPROVALS

Our civil engineering staff consistently delivers quality service in all areas of site design and requirements, preparing plans, specifications and construction cost estimates. Examples of our services include:

- Earthwork analysis
- Roads and parking lot design
- Sanitary and storm system design
- Drainage system and storm water control
- Legal support: easements, legal descriptions, and mapping

Our site development expertise extends into specific site elements, such as:

- Traffic studies
- Intersection signalization
- Pavement design
- Site lighting
- Stormwater Pollution Prevention Plan (SWPP)
- Entitlements and Permitting

We manage your entire approval process, including:

- Local municipal approvals
- Local highway and utility approvals
- State permitting and approvals
- Federal permitting and approvals
- Historic, cultural and archaeological resources evaluation
- Wetland delineation
- Natural habitat evaluation
- State Environmental Quality Review Act (SEQRA)

CONSTRUCTION DOCUMENTS

Passero Associates assembles complete construction document packages. These include plans, details, technical specifications, and contract requirements. We offer assistance whether you are bidding on a project or selecting the right construction contractor.

CONSTRUCTION INSPECTION AND ADMINISTRATION

We provide a full range of support services during construction. Support services include: full time inspection, processing payment requests, survey stakeout and verification.

We also manage financial releases from funding institutions and coordinate with outside governing agencies.

PROJECT EXPERIENCE

- MUNICIPAL
- COMMUNITY
- MULTI-RESIDENTIAL
- SINGLE FAMILY HOUSING
- COMMERCIAL
- MIXED-USE
- RETAIL
- HOSPITALITY
- INSTITUTIONAL
- EDUCATIONAL
- STUDENT HOUSING
- RECREATION
- AIRPORT
- INFRASTRUCTURE
- ROADWAYS AND PARKING
- SITE DESIGNS AND APPROVALS
- ENVIRONMENTAL IMPACT STUDIES
- TRAFFIC ENGINEERING
- TRAFFIC STUDIES
- MASTER PLANNING
- STORM WATER POLLUTION PREVENTION
- ENTITLEMENTS AND PERMITTING
- SEQRA REVIEW
- FEASIBILITY STUDIES

MECHANICAL, ELECTRICAL, PLUMBING (SUBCONSULTANT) SGM ENGINEERING FIRM PROFILE

SGM
ENGINEERING

Orlando
Miami
Tampa
Jacksonville



SGM was established in 1991 as a Minority Business Enterprise (MBE) and an S Corporation chartered by the Florida Department of State that is headquartered in Orlando, FL with additional offices in, Tampa, Jacksonville and Miami, FL. Our business approach is to review, evaluate, design, and recommend the safest, most efficient, and cost-effective methods possible for all of our clients and the projects we undertake. We provide the highest quality design, construction documents, cost estimates, construction administration, and coordination efforts with construction managers and owner's representatives, guaranteeing high professional standards and timely executions of every project.

SGM specializes in the design, construction administration, and commissioning service of mechanical, electrical, plumbing, and fire protection systems. Today, we possess over 31 years of experience providing MEP services for city, county and state municipalities, higher education, school boards, multi family, and commercial facilities across the state of Florida. One of the firm's core sectors is public facility contracts providing maintenance, remodeling, renovation, commissioning and construction administration and QA/QC services for mechanical, electrical, plumbing, and fire protection systems.

SGM has designed hundreds of projects across the state including projects within the public Sector. Our firm has formed a dedicated team of building system experts consisting of Licensed Professional Engineers, Project Managers, Designers, and Commissioning Agents (CxA), all of whom have extensive backgrounds in their respective fields including: the evaluation of MEP/FP systems; facilities development; engineering and operations experience with buildings and structures throughout the State of Florida. As a registered member of the U.S. Green Building Council, SGM does not shirk codes and energy conservation requirements. We represent all segments of the sustainable building industry, including developing designs through LEED® (Leadership in Energy and Environmental Design) and Green Building Rating System® standards for highly sustainable buildings.

MECHANICAL ENGINEERING SGM's mechanical engineers have experience in the design of mechanical systems including, but not limited to, fire protection systems, all types and sizes of HVAC systems, high temperature hot water boilers, piping, fluid systems, chilled water, compressed gas systems, elevators, hoists and cranes, specialized mechanical equipment, direct digital controls (DDC), and programmable logic controllers (PLC), as well as facilities to house the mechanical equipment.

ELECTRICAL ENGINEERING SGM's electrical engineers are skilled in the design of medium and low voltage AC power systems, uninterruptible power systems, computer power conditioning, grounding, lightning protection, lighting, emergency power, hazardous area electrical installations, and control and monitoring systems. We design simple and complex electrical systems to meet the needs of our clients: security installation to mass public densities, CCTV, CATV, fire alarms, detection systems, voice evacuation, cable tray systems, communications systems, communications premise wiring, Electronic Security Systems (ESS), and intercom systems designed and installed per national and local codes.

PLUMBING AND FIRE PROTECTION ENGINEERING Our plumbing engineers have the ability to design for domestic water systems, hot water return systems, equipment and fixture identification, sanitary drainage systems, storm drainage piping, liquid propane/natural gas systems, and boilers. Our fire protection areas of expertise include: fire suppression requirements (light, ordinary, and extra hazard classifications); wet, dry, deluge and reaction systems; back flow prevention and metering specifications; and fire flow tests (static, residual, and flow).

Established

Florida Corporation
December 17, 1991

State of Florida
Minority Business Enterprise

AABC Commissioning Group
Member

USGBC Member

Office Locations

Corporate Headquarters

935 Lake Baldwin Lane
Orlando, FL 32814
P: 407-767-5188
F: 407-767-5772

Jacksonville Office

2121 Corporate Square Boulevard
Suite 172
Jacksonville FL 32216

Miami Office

5805 Blue Lagoon Drive
Suite 285
Miami, FL 33126
P: 954-421-1944
F: 954-421-1924

Tampa Office

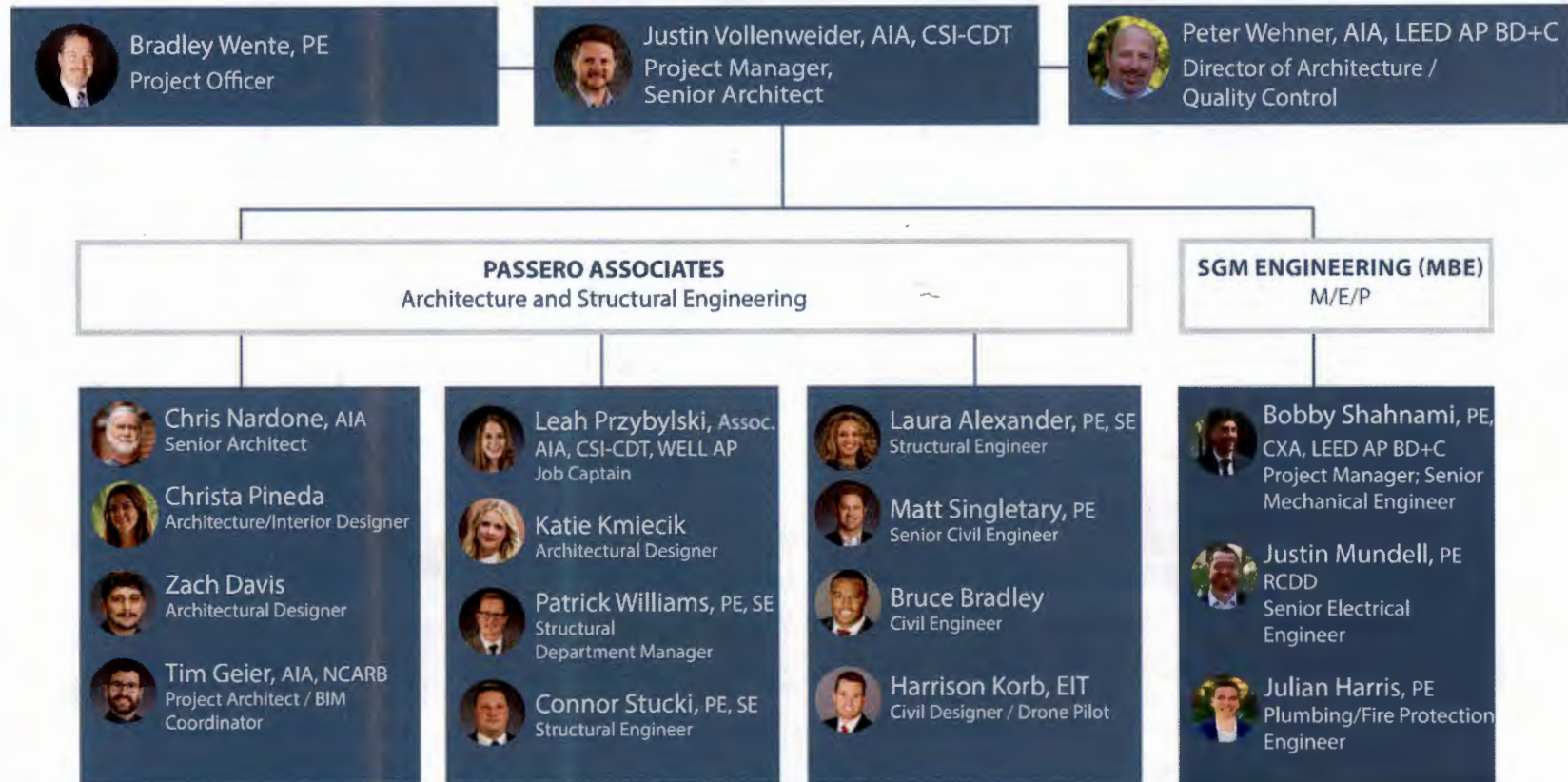
5440 Mariner Street
Suite 110
Tampa, FL 33609

Corporate Officer/Principal

Bobak "Bobby" Shahnami, PE
President
Bobby@sgmengineering.com
Info@sgmengineering.com
www.sgmengineering.com

Team Organization

Design Services for New Permit Center Building





Over 15 years of experience.

Education

BS - Architectural Technology:
SUNY Alfred State College of
Technology

Registrations

Licensed Architect: Florida,
Georgia, New York, South Carolina,
Vermont, Ohio, Virginia

Certifications

Construction Specifications
Institute CSI-CDT
NCARB Certified Architect

Affiliations

American Institute of Architects
Member, Jacksonville Chapter
National Council of Architectural
Registration Boards Member
Construction Specifications
Institute Member

JUSTIN VOLLENWEIDER, AIA, CSI-CDT, NCARB

Project Manager, Senior Architect, Municipal Design Expert

Justin provides Architectural Design expertise in the areas of site selection, feasibility studies, conceptual design, space planning, programming, budgeting, building codes, consultant selection and management, design management, and construction management for multiple clients.

He has extensive experience in Architecture, Master Planning, Historic Renovation, Construction, Design-Build and Multiple Prime Contracts. He has designed many award-winning projects and is an expert in public, municipal, and aviation projects.

Representative Experience



City Hall: Lake City, FL

The proposed 16,000 square foot City Hall will mimic community aesthetic consisting of brick exterior bearing walls; further, the building structure will be designed to accommodate a future second floor. Interior spaces consist of administrative office areas, council chambers, meeting rooms, and drive-through window.



Fire Station No. 2, City of Fernandina Beach: Fernandina Beach, FL

The fire station will utilize hybrid construction methodologies with apparatus bays consisting of pre-engineered metal building frames, metal wall, and roof panels. The final building will be dual-use and consist of approximately 13,000 GSF with bunk rooms, kitchen, day room, public meeting room, exercise room, four apparatus bays, and support spaces.



St. Johns County Health and Human Services 2nd Floor Renovation: St. Augustine, FL

Space analysis of the second floor of the HHS Building. Work will include meeting with County staff to define programming and project elements, perform a space use analysis, preliminary design, design and develop demolition and building plans, assist County with Permit submission, aid Bidding process, project management support, provide MEP plans, and construction administration.



St. Johns County Sheriff's Training Facility: St. Augustine, FL

Design, bidding and construction services for the new two-story training facility at the Sheriff's facility. Work will include Architectural Design Services; MEP Design Services; Structural Design Services; Civil Design Services; Bidding Assistance Services; and Construction Administration and Post Construction Services.



St. Johns County Courthouse East Annex - Roof Assessment: St. Augustine, FL

Design, bidding and construction services for the roof renovation at the Courthouse East and County Services Center Building. Work will include Preliminary Design Documents; assisting the County with permit submission; attending project meetings as requested by the County; review contractor submittals, shop drawings and RFIs; and project management support and preparation of project closeout documentation.

KEY PERSONNEL



Over 36 years of experience.

PETER WEHNER, AIA, LEED AP BD+C

Vice President | Director of Architecture | Quality Control

Peter has extensive experience in public and municipal projects and excels at the administration of separate prime contracts. He works to smooth the construction process and eliminate change orders and delays. He is an expert in renovations, with a focus on historic preservation, and has designed many award-winning renovation projects. Peter has Architectural design expertise with various types of projects including Real Estate Development, General Construction, Design-Build, and new and renovation projects.

EDUCATION

MArch - Architecture: Clemson University | BS - Design: Clemson University

REGISTRATIONS

Licensed Architect: Florida, Colorado, Connecticut, Massachusetts, North Carolina, New York, Ohio, Pennsylvania, Virginia, Vermont, Wisconsin

CERTIFICATIONS

Green Business Certification LEED AP BD+C | NCARB Certified Architect

AFFILIATIONS

American Institute of Architects Past President and Current Member, Rochester Chapter



Over 26 years of experience.

BRADLEY WENTE, PE

Vice President | Project Officer

Brad is responsible for program management, project scheduling and delivery, QA/QC programs, staff management / training / development and business development support. He has consulting experience focused on planning, design, and construction for municipal, transportation and airport projects. His experience includes program development, grant procurement, project management, development of contract documents and technical specifications, schedules and project budgets.

EDUCATION

MS - Civil Engineering: University of Illinois | BS - Civil Engineering: University of Illinois

REGISTRATIONS

Professional Engineer: Florida, Georgia, Ohio, Illinois

CERTIFICATIONS

United States Occupational Safety and Health Administration Certified, Construction Safety and Health



Over 35 years of experience.

CHRISTOPHER NARDONE, AIA

Senior Project Architect

Christopher is a project leader responsible for all aspects of design and construction management. He has a diverse background in Architecture and Building Construction experience, including multi-million dollar projects for both private and public clients. Christopher has served as a Senior Project Architect during all phases of design and management of complex municipal, airport, residential, commercial, educational, healthcare, industrial, and transportation.

EDUCATION

BA - Architecture: New York Institute of Technology

REGISTRATIONS

Licensed Architect: Florida, Georgia, Vermont

CERTIFICATIONS

NCARB Certified Architect

AFFILIATIONS

American Institute of Architects Member, Jacksonville Chapter

KEY PERSONNEL



Over 10 years of experience.

TIM GEIER, AIA, NCARB

Project Architect

Tim has been involved in a broad range of projects including municipal, retail, commercial, and aviation, and in student, affordable, and senior housing projects. He brings projects from design through construction and ensures successful project completion by encouraging a team focused approach.

EDUCATION

BA - Architecture: University of North Carolina at Charlotte

MArch - Architecture: Virginia Polytechnic Institute and State University

REGISTRATIONS

Licensed Architect: New York

AFFILIATIONS

American Institute of Architects Member, Rochester Chapter



Over 4 years of experience.

LEAH PRZYBYLSKI, ASSOC. AIA, CSI-CDT, WELL AP

Job Captain

Leah has Architectural Design experience on a variety of residential and municipal projects. She is certified to address the physical and psychological well-being of individuals within the built environment. Some of the topics she is able to address include the reduction of virus and pathogen transmission, raising water, light, and air quality standards.

EDUCATION

MArch - Architecture: Rochester Institute of Technology | BA - Archaeology, Technology, and

Historical Structures: University of Rochester | BA - Psychology: University of Rochester

CERTIFICATIONS

Construction Specifications Institute CSI-CDT | International WELL Building Institute WELL AP

AFFILIATIONS

American Institute of Architects Associate Member, Rochester Chapter



Over 1 year of experience.

KATIE KMIECIK

Architectural Designer

Katie has been involved in a diverse range of projects, including work for municipal, and commercial clients since starting her career at Passero. She brings a technology background to each project which ensures our clients receive excellent quality control and strives to foster strong, positive working relationships.

EDUCATION

BS - Architecture: Clemson University



PA *Over 5 years of experience.*

CHRISTA PINEDA

Architectural Designer

Christa provides Architectural and Interior Design services on a variety of municipal, commercial, and private sector projects, with expertise in 3D visualization, conceptual design, and construction documentation.

EDUCATION

BA - Architecture and Interior Design: Florida State University

KEY PERSONNEL

ZACH DAVIS

Architectural Designer

Zach has a wide variety of experience with residential, commercial, institutional and municipal architectural design. He also provides construction administration / construction observation and resident project representative services, utilizing enterprise-wide software solutions, documenting the site, and coordinating with contractors.

EDUCATION

BS, Architectural Technology, SUNY Alfred State College of Technology

AFFILIATIONS

Associate Member, Rochester Chapter, American Institute of Architects



Over 3 years of experience.

MATT SINGLETARY, PE

Senior Civil Engineer

Matt has expertise providing professional design and construction services to municipal clients. He has successfully managed numerous projects from project scoping through construction, including planning, grants administration, design, permitting, public bidding, and construction administration / observation.

EDUCATION

MS - Civil Engineering: Florida State University | BS - Civil Engineering: Florida State University

REGISTRATIONS

Professional Engineer: Florida, Georgia



Over 16 years of experience.

HARRISON KORB, EIT

Civil Designer / Drone Pilot

Harrison works on municipal, transportation and airport development projects. He is a FAA licensed drone pilot and has experience putting together construction contracts, cost estimating, creating construction plans, writing project special provisions, bidding a contract, construction administration, construction inspection, and closing out a project.

EDUCATION

BS - Civil Engineering: Florida State University

REGISTRATIONS

Engineer Intern: Florida, Engineer In Training: New Jersey

CERTIFICATIONS

FAA UAS Part 107 Remote Pilot



Over 4 years of experience.

BRUCE BRADLEY JR., EIT

Civil Engineer

Bruce is a civil engineer with a focus on design and construction aspects of municipal projects.

EDUCATION

BS - Civil Engineering: University of North Florida

MS - Civil Engineering, in progress: University of North Florida

REGISTRATIONS

FE Civil Engineering: Florida

AFFILIATIONS

National Society of Black Engineers Vice President



Over 6 years of experience.

KEY PERSONNEL



Over 17 years of experience.

PATRICK WILLIAMS, PE, SE

Associate | Structural Department Manager

Patrick is involved in all phases of design, beginning with conceptual evaluation and schematic design, through construction documents and construction administration. He places an emphasis on design collaboration with other project team members to ensure a coordinated and streamlined product while ensuring constructability and material efficiency.

EDUCATION

BS - Civil Engineering with Structural Emphasis; Minor, Engineering Management: Old Dominion University, Norfolk, VA

Continuing Education - Graduate Structural Engineering Studies: Missouri University of Science and Technology

Continuing Education - Graduate Business Administration Studies: Liberty University

REGISTRATIONS

Professional Engineer: Florida, Connecticut, Georgia, Nevada, New York, Ohio, Pennsylvania, Virginia, Vermont



Over 8 years of experience.

CONOR STUCKI, PE, SE

Structural Engineer

Conor has structural engineering experience in municipal, institutional, residential, and commercial building design. His background includes engineering analysis, inspection of existing structures, design of commercial structures, and design of wastewater facilities.

EDUCATION

BS - Civil Engineering: SUNY University at Buffalo

MS - Civil Engineering: SUNY University at Buffalo

REGISTRATIONS

Professional Engineer: New York, Illinois



Over 5 years of experience.

LAURA ALEXANDER, PE, SE

Structural Engineer

Laura has experience in structural design and analysis for a variety of municipal, residential, industrial, institutional, K-12, and Higher Education projects. While specializing in steel construction, she has experience designing with wood, masonry, and concrete materials. On a typical project, Laura is responsible for both the development of the structural analysis models and the creation of construction documents.

EDUCATION

MS - Earthquake Engineering and Engineering Seismology (MEEES): IUSS Pavia – Pavia, Italy, and University of Patras – Patras, Greece | BS - Civil Engineering: SUNY University at Buffalo

REGISTRATIONS

Professional Engineer: Vermont, North Carolina

BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

Project Manager; Senior Mechanical Engineer

Mr. Shahnam, President of SGM Engineering has extensive experience in project business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 2000 projects with SGM he has a clear understanding of the design and construction sectors.

RELATED EXPERIENCE

- » St. Johns County Branch Library | St. Johns County | Sr. Mechanical Engineer | \$7.5M | 20,000 SF
- » Polk County Utilities Operations Building | Polk County Government | Sr. Mechanical Engineer | \$8 Million | 48,300 SF
- » Central Florida Expressway Authority Backup Data Center | Orange County Government | Sr. Mechanical Engineer | \$1.2M | 25,500 SF

SGM

ENGINEERING



TITLE
President

REGISTRATION
FL Engineer #78419
ACG Certified
Commissioning Authority
LEED Accredited
Professional Building
Design & Construction

YEARS EXPERIENCE
24 Years Total Experience
24 Years with SGM

EDUCATION
BS in Mechanical
Engineering, University of
Central Florida

JUSTIN MUNDELL, PE RCDD

Senior Electrical Engineer

Mr. Mundell, Principal of SGM, has 19 years of experience in his field as an Electrical Engineer. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He has been involved in all aspects of new, renovation, addition, and modernization construction type projects from conceptual design to project closeout for Public and Private Clients throughout Central and South Florida.

RELATED EXPERIENCE

- » Orange County Clerk of Courts Winter Park | Orange County Government | Project Manager/Sr. Electrical Engineer | \$10M | 33,915 SF
- » St. Johns County Branch Library | St. Johns County Government | Project Manager/Sr. Electrical Engineer | \$7.5M | 20,000 SF
- » Hastings Library and Community Center | St. Johns County Government | Project Manager/Sr. Electrical Engineer | \$8M | 17,600 SF

SGM

ENGINEERING



TITLE
Principal

REGISTRATION
FL Engineer #70700
Registered
Communications
Distribution Designer

YEARS EXPERIENCE
19 Years Total Experience
16 Years with SGM

EDUCATION
BS in Electrical Engineering,
University of Central
Florida

JULIAN HARRIS, PE

Plumbing/Fire Protection Engineer

Mr. Harris has over five years of plumbing and fire protection design/construction administration experience for local government, higher education, commercial, institutional, healthcare and residential clients. He has worked on numerous projects as a plumbing/fire protection designer or engineer with all members of this team since working at SGM.

RELATED EXPERIENCE

- » Orange County Clerk of Courts Winter Park | Orange County Government | Plumbing/FP Engineer | \$10M | 33,915 SF
- » Polk County Utilities Operations Building | Polk County Government | Plumbing/FP Engineer | \$8 Million | 48,300 SF
- » St. Johns County Branch Library | St. Johns County | Plumbing/FP Engineer | \$7.5M | 20,000 SF
- » Hastings Library and Community Center | St. Johns County Government | Sr. Plumbing/FP Engineer | \$8M | 17,600 SF

SGM

ENGINEERING



TITLE
Plumbing & Fire Protection
Department Manager

REGISTRATION
FL Engineer #93562

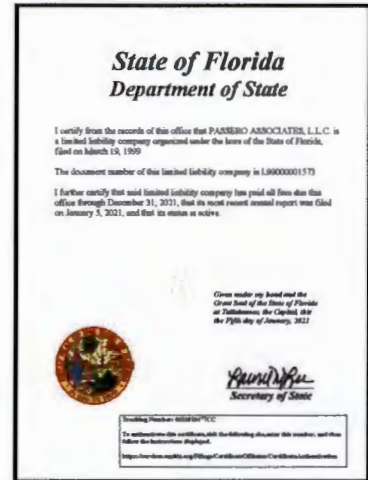
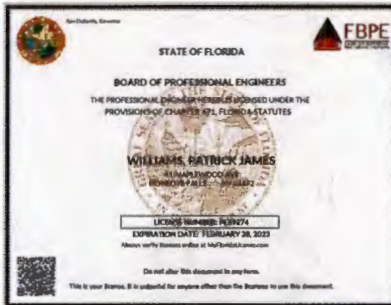
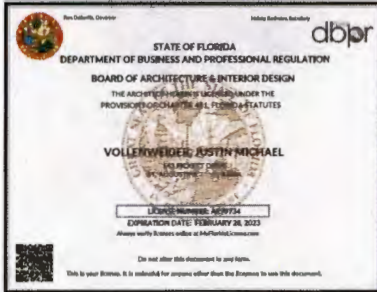
YEARS EXPERIENCE
5.5 Years Total Experience
5.5 Years with SGM

EDUCATION
BS in Aerospace
Engineering, University of
Central Florida

Licenses

PROFESSIONAL LICENSES

Passero Associates



SGM Engineering



ATTACHMENT A

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design Firm for Design Services for New Permit Center Building.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

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

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

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

Passero Associates, LLC

(Full Legal Company Name)

This 14th day of December 2022
Attest: *Bradley J. Wentz*

By: Bradley J Wentz, PE, Vice President
Name and Title of Officer

APPROVED:

By: _____
Name and Title of Authorized Officer

As Notarized

By: *Angela Witt* _____

(Corporate Seal)



ANGELA WITT
Commission # GG 327020
Expires April 23, 2023
Bonded Thru Budget Notary Services

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT B

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: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: N/A

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

2. List all pending litigation and or arbitration.

None

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.

None

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:

None

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)

ATTACHMENT B continued.

Question 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

Explanation:

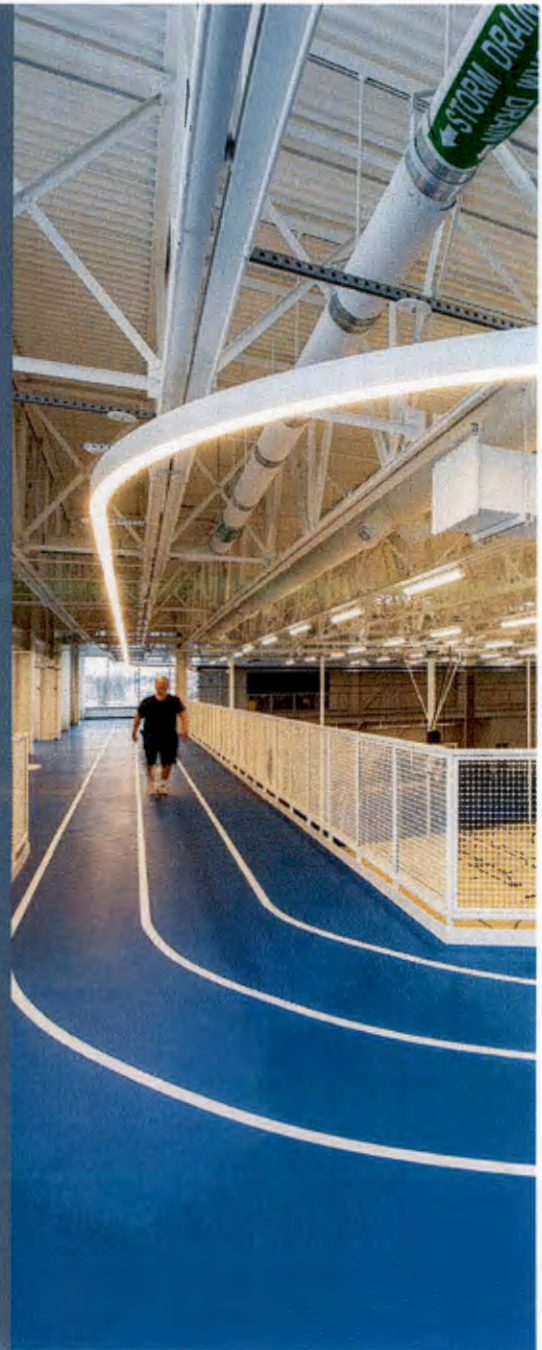
Parties to Dispute: Keystone Airpark Authority, Pipeline Contractors and Passero Associates, LLC

Nature of Dispute: Quality issue related to a contractor (Pipeline) improper use of "EZ Base" material beneath taxiways and hangar foundations, without request-approval-notification to the FDOT and/or the design engineer (Passero).

Resolution of Dispute: On March 27, 2019, the plaintiff's claims were fully dismissed by the Court in favor of Passero Associates.

SECTION 03

RELATED EXPERIENCE AND REFERENCES





New-Commercial Service Airline Terminal Building

Northeast Florida Regional Airport, St. Augustine, FL

In June 2015, Frontier Airlines, one of two commercial carriers serving the airport, informed airport officials that it would be suspending operations for a brief period in early 2016, while it re-scheduled routes flying in and out of SGJ. Airport officials saw this hiatus as an opportunity to fast-track the terminal improvement plans.

Within approximately six months, airport officials together with architectural and engineering firm Passero Associates, LLC, and general contractor Elkins Construction Inc., put together a design-build package that committed to demolish the existing terminal structure, **build a new structure in 100 days, and open the building for business 110 days** later on April 12, 2016.

On April 14, 2016, Frontier Airlines occupied and resumed service in a new, 16,000SF, state-of-the-art facility.

"It took a group of very talented people, paying very close attention to the window of time available to get this done. Tearing down an existing structure and constructing a new building in such a short time frame would not have been an option for most engineers, architects and contractors. We are extremely grateful to the project team at Passero."

Ed Wuellner, AAE, Executive Director



CLIENT:
St. Augustine -
St. Johns County Airport
Authority

CLIENT CONTACT:
Ed Wuellner, AAE Executive
Director
(904) 209.0090
erw@sgj-airport.com

PROJECT COST:
\$6,000,000

START DATE:
January 2016

COMPLETION DATE:
August 2016 (Occupancy)
September 2017
(Final Completion)

SERVICES PROVIDED:
Airport Feasibility Study
Architectural Design
Construction Administration
Construction Inspection
Drainage Design
Grants Administration
Site Design & Approval

KEY PERSONNEL:
Chris Nardone, RA
Matt Singletary, PE
Andrew Holesko, CM



City of Fernandina Beach Fire Station No. 2

Fernandina Beach, Florida

Passero Associates provided phased professional services for the proposed Fire Station No. 2. The project consists of three primary phases: pre-design (feasibility/programming), design development and procurement, construction. The first phase, completed in 2019, consisted of development of a building program utilizing information gathered from the existing facility and coordination with the fire station committee, site feasibility and selection (at the airport), and conceptual designs for the proposed fire station.

The second phase continued by refining design concepts established in phase 1 and preparing procurement documents. Also during this phase, Passero staff provided periodic cost analysis utilizing an independent cost estimator to verify pricing and ensure budget compliance.

The third and final phase consists of final design, construction documents, and construction. Passero staff serves as the Owner's Representative by providing "eyes and ears" during the construction and construction administrative services.

The fire station will utilize hybrid construction methodologies with apparatus bays consisting of pre-engineered metal building frames, metal wall, and roof panels. The administrative area will utilize conventional concrete masonry bearing wall and concrete plank roof construction. The final building will be dual-use and consist of approximately 13,000 GSF with bunk rooms, kitchen, day room, public meeting room, exercise room, four apparatus bays, and support spaces.

** Passero has worked with the City of Fernandina Beach for over 22 years, and successfully completed over \$50 million in municipal improvements. This project started in 2019 and the City has renewed our contract at each phase of this project.*



SCAN BARCODE
FOR PROJECT
VIDEO

CLIENT:
City of Fernandina Beach

CLIENT CONTACT:
Ty Silcox,
Fire Chief
904-277-7331
tsilcox@fbfl.org

PROJECT BUDGET
\$4.7 Million

START DATE:
August 2019

COMPLETION DATE:
March 2023 (In progress)

SERVICES PROVIDED:
Owner's Representative
Architectural Design
Programming
Schematic Design Report
Report Time Analysis
Zoning Analysis
Code Review
Cost Estimating
Feasibility Studies
Space Planning
Topographic Site Survey
Geotech and Geophysical
Investigations

KEY PERSONNEL:
Andrew Holesko, CM
Chris Nardone, AIA
Justin Vollenweider, AIA



Chili Community Center, Senior Center, Library & Parks Complex

Chili, New York

Passero Associates is providing architectural services to the Town of Chili for a new building that will house the town's Community Center, Senior Center, and Library in a single facility. A primary focus of the project is the exploration of how a single facility can create efficiencies through shared space and encourage interaction between different user groups. Located within Memorial Park, connection between the new building and existing town amenities was also an important consideration. Passero Associates has led the project through a Feasibility Study, Pre-Referendum Services, and Design and Construction. The new Community Center is currently under construction and due to open in 2021.

CLIENT:

Town of Chili

CLIENT CONTACT:

David Dunning
Town Supervisor
(585) 889-3550
ddunning@townofchili.org

PROJECT COST

\$19.5M

START DATE

Fall 2019

COMPLETION DATE

Spring 2021

SERVICES PROVIDED:

Architectural Design
Cost Estimating
Feasibility Studies
Programming
Construction Administration
Surveying and Mapping



Recent St. Johns County Projects



St. Johns County Health and Human Services 2nd Floor Renovation

The project generally consists of the design and interior renovation of the existing second floor, (west) wing, of the St. John's County Health and Human Services building. Renovations generally consist of reconfiguration of spaces to add additional (19) offices, increase breakroom size, and provide flex-space to accommodate hybrid work (remote) employees. These modifications not only increase capacity for growing staff but help protect the health and welfare of staff keeping with post COVID-19 design trends for workplace safety (private offices and large open spaces to allow social distancing). Additionally, the use of enclosed offices will allow private client meetings, not currently possible in their existing office space. Additionally, necessary upgrades to existing mechanical, electrical, plumbing, and fire protection systems, were completed.

PROJECT COST: Est. \$1,000,000

COMPLETION DATE: November 2022 (design)

CLIENT: Todd Roberts, Property Manager - Building Operations Division



St. Johns County Sheriff's Training Facility

The St. Johns County Training Facility provides the Sheriff's Department with a new state-of-the-art facility strictly designed to maximize effective "real-world" tactical training. The new facility will be constructed out of concrete masonry walls and concrete plank floors allowing maximum flexibility and adaptability for evolving training; additionally, the all concrete construction is necessary due to the low hydrant flows at the site. This three-story facility also includes a conference room, lobby, and secure vestibule to accommodate front-of-house operations. Directly adjacent to the structure, there is a high-speed track, long distance (sniper) shooting range and an indoor shooting range that creates a small campus that encompasses multiple facilities that are beneficial to first responders. Tactical training includes: Close Quarters Battle Fundamentals, Breaching, Barricading, Family Engagement, Room Clearing, Rappelling, SWAT, Bomb, K-9, decision-making targets (good guy / bad guy and shoot / no shoot), and hostage drills, as well as Basic Clearance procedures.

PROJECT COST: Est. \$4,000,000

COMPLETION DATE: Est. Design Completion: March, 2023

CLIENT: Jason McKay, CIP Program Manager



St. Johns County Courthouse East Annex-Roof Assessment

The project generally consists of roof replacements at the Courthouse East Annex (approximately 37,500 SF) and County Services Center building (approximately 16,500 SF) including portions of flat and sloped roofs. The existing roofs are 20-40 years old and are in a state of deterioration creating areas of leaks and pooling water. Recently adjacent portions of the Courthouse roof were replaced and this project is an extension of that project to complete the necessary repairs to extend the roof system another 20 plus years. New roof systems are intended to match existing/recently replaced systems.

PROJECT COST: Est. \$3,000,000

COMPLETION DATE: Est. Design Completion February, 2023

CLIENT: Todd Roberts, Property Manager - Building Operations Division

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT C

PROJECT REFERENCES

Each Respondent must submit a list of at least three (3) project references from individuals, firms or agencies that have contracted with the respondent in the past five (5) years to perform Design Services of equal or greater size and scope as those described in this RFQ. The information required shall include: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Division.

1. Reference Company Name: Northeast Florida Regional Airport
Date(s) of Service: 2003 - Present
Project Information (Type of Study): Passero has completed \$50,000,000+ of work for the airport. Projects include Terminal Building, Restaurant, Fire Station and Hangars.
Primary Reference Contact Name and Title: Edward Wuellner, Executive Director
Contact Phone Number: 904.209.0090
Contact Email Address: erw@sgj-airport.com

2. Reference Company Name: City of Fernandina Beach
Date(s) of Service: 1999 - Present
Project Information (Type of System): Municipal, resiliency and aviation work totaling \$50,000,000.
Primary Reference Contact Name and Title: Dale Martin, City Manager
Contact Phone Number: 904.310.3101
Contact Email Address: dmartin@fbfl.org

3. Reference Company Name: City of Palatka
Date(s) of Service: 2004 - Present
Project Information (Type of System): Passero has completed \$30,000,000+ of work for the City of Palatka. Projects include Terminal Building, Amphitheater and Hangars.
Primary Reference Contact Name and Title: Jonathan Griffith, General Services Director
Contact Phone Number: 386.329.0100
Contact Email Address: jcgriffith@palatka-fl.gov

ATTACHMENT D

PROJECT STATUS REPORT
(Complete and Submit)

- 1. Name of Project:** Northeast Florida Regional Airport Terminal Building
Project Description: A new 16,000 SF terminal building for commercial air service. The schedule was fast tracked. The existing building was demolished and a new terminal building constructed in 100 days and opened for business 10 days later
Original Completion Date: August 2017 Final Completion Date: August 2017
Brief Explanation of any Schedule Variances: Project was completed on time without any significant schedule variances.
- 2. Name of Project:** Fernandina Fire Station (Design Phase Completed)
Project Description: Dual-use Fire Station consisting of approximately 13,000 GSF with bunk rooms, kitchen, day room, public meeting room, exercise room, four apparatus bays, and support spaces.
Original Completion Date: Fall 2020 Final Completion Date: July 2021
Brief Explanation of any Schedule Variances: The project was put on hold due to the pandemic and availability of project funding. The project was re-initiated in 2021 with design completion in July 2021. Construction is currently underway with an anticipated completion in Spring 2023.
- 3. Name of Project:** Chili Community Center, Senior Center, Library & Parks Complex
Project Description: A new building that houses the Town's Community Center, Senior Center, and Library in a single facility.
Original Completion Date: Spring 2021 Final Completion Date: May 2021
Brief Explanation of any Schedule Variances: Project was completed on time without any major schedule variances. Similar to the other library projects, use of multiple bid packages allowed work to commence prior 100% drawings, getting the project started early and keeping the project on schedule.
- 4. Name of Project:** St. Johns County - Health and Human Services (HHS) (design complete)
Project Description: Renovation to an existing facility to accommodate HHS staff, increasing number of offices and meeting new COVID design practices.
Original Completion Date: November 2022 Final Completion Date: October 2022
Brief Explanation of any Schedule Variances: Project was completed on time without any significant schedule variances.
- 5. Name of Project:** Palatka Public Works (Design Phase)
Project Description: New approximately 40,000 SF public works facility for the City of Palatka. Project consists of office, warehouse and vehicles.
Original Completion Date: Spring 2022 Final Completion Date: TBD

Brief Explanation of any Schedule Variances: On hold, client changing scope of work, new opportunity to purchase a building and renovate rather than construct new.

6. Name of Project: Lake City-City Hall (Design Phase)

Project Description: New approximately 17,500 SF City Hall for the City of Lake city. Project is in the programming/ conceptual design phase.

Original Completion Date: Spring 2022

Final Completion Date: TBD

Brief Explanation of any Schedule Variances: Project was delayed (currently on hold) due to Client directed scope changes.

7. Name of Project: Lake City Fire Station (Design Phase Completed), Construction in progress.

Project Description: Project consisted of the design for a new 6,800 SF fire station. All programming and design needed to be completed within 60 days.

Original Completion Date: February 1, 2021

Final Completion Date: February 1, 2021

Brief Explanation of any Schedule Variances: In order to meet the tight schedule, the team started programming and preliminary design while site investigations were underway. This approach saved times and allowed the design to be completed on schedule. Construction began April 2022 with completion anticipated January 2023.

SECTION 04

APPROACH TO SERVICES



Passero Associates (Passero) takes a team and phased approach to all projects, to ensure that no detail is missed and no question unanswered. We envision your project taking a similar path to what is described below, to produce an on-time and under-budget project.

APPROACH TO WORKING WITH ST. JOHNS COUNTY

Passero's design philosophy is to create attractive, functional, durable and energy-efficient designs that meet all client requirements, while working within budget and schedule constraints. Green technologies will be evaluated for use in projects based on budgets, initial cost, and return on investment. Passero designs consider initial costs as well as long term operating and maintenance costs, to ensure the best possible long term value. Passero designs also consider all surrounding properties to ensure compatibility with the local neighborhoods.

PHASE I – INVESTIGATION, MASTER PLAN, UTILITIES, PROGRAMMING, SCHEMATIC DESIGN

Passero's goal, as your consultant, is to create cost-effective and timely design solutions that meet the needs of St. Johns County (SJC).

Investigation

To achieve these results, members of the design team, led by Justin Vollenweider, AIA, will meet with SJC team members to refine the project goals and objectives, develop needs documents, and complete the building and site analysis.

Utilities Layout

Passero's in-house civil engineers will review the site and plan for building placement, utility connections, drainage and grading provisions and site access and Passero's surveying consultant will provide a detailed depiction of existing site conditions, including grading.

Programming

Passero will develop space programming as required to best balance the needs with the budget and SJC requirements. Passero will strive to differentiate between needs, wants, and likes. Passero will conduct interviews with all parties involved, and will create a detailed space program.

Schematic Design

Passero will develop schematic or conceptual designs based on the accepted programming requirements document created in this phase. Passero will review these concept designs with SJC until a final plan is created. Passero will develop building

elevations based on the final plan. Passero will then present the floor plans and elevations to SJC.

Passero will review SJC's comments and jointly determine which items should be included or removed, based on architectural and financial considerations.

Once schematic design is complete, Passero will prepare a more detailed construction cost estimate. Passero uses independent cost consultants to provide the most accurate construction costs possible.

PHASE II – DESIGN DEVELOPMENT AND CDS

Once a concept plan has been selected and site location and layout determined, Passero will generate more detailed plans that will be reviewed by SJC. Meetings with the committees in this phase will include working through selection of building materials, interior building components, more detailed site design including parking and landscaping, and utility connections. The site team will make application to the necessary review boards and utility agencies and obtain necessary site plan and entitlement approvals.

Construction Documents / Bidding Phase

Upon completion of the design development phase, Passero will take design documents to the next phase and level of detail, while continually working with independent estimators to ensure the project is on track to meet budget. Toward the end of this phase, Passero will work with SJC to bid the project, analyze bids and assist in selecting a responsible contractor for the job.

PHASE III — CONSTRUCTION PHASE SERVICES

The most exciting phase for any project is construction. Passero will be involved daily throughout the construction process, reviewing contractor submittals, visiting the site to monitor progress and ensuring that SJC is informed throughout the process. A complete project schedule follows in Section 7.

Approach to Services

SAMPLE REPORTS

Below is a small sampling of key forms, reports, etc. that Passero will utilize during the project.


Risk Identification and Allocation

Last Rev: 08/19/10
Modified By: MJA

Item Name	City	RF Team	RF Focus	Comments/Mitigation Strategy
Contract Documents				
Contract Award and Close	X	X	X	
Contract Review	X	X	X	
Contract Administration	X	X	X	
Contract Closeout	X	X	X	
Design Issues				
Contract Administration	X	X	X	
Contract Review	X	X	X	
Contract Administration	X	X	X	
Contract Closeout	X	X	X	
Construction Administration/Issues				
Address Issues related to contract language, conditions, etc.	X	X	X	
Review Issues in contract award process (proposals, notices, etc.)	X	X	X	
Review construction administration	X	X	X	
Review delays in procurement of materials or equipment	X	X	X	
Review long lead equipment or items as soon as possible	X	X	X	
Ensure contractor's compliance with performance objectives	X	X	X	
Construction Issues				
Address traffic control and staging issues	X	X	X	
Address construction methods	X	X	X	
Ensure safety contract compliance	X	X	X	
Facilitate timely and effective communication	X	X	X	
Address change administration	X	X	X	
Participate in construction site meetings	X	X	X	
Monitor construction progress	X	X	X	
Verify with permit schedule	X	X	X	
Coordinate utility relocation	X	X	X	
Ensure material availability	X	X	X	
Verify quality and performance of subcontractors	X	X	X	
Coordinate with other trades	X	X	X	
Coordinate construction and maintenance activities	X	X	X	
Coordinate construction and operations	X	X	X	
Address construction issues	X	X	X	
Verify that project control plans	X	X	X	
Verify quality performance	X	X	X	
Monitor construction safety issues	X	X	X	
Address safety issues	X	X	X	
Monitor quality performance	X	X	X	
Monitor schedule performance	X	X	X	
Monitor quality performance of subcontractors	X	X	X	
Monitor quality performance of subcontractors	X	X	X	
Monitor quality performance of subcontractors	X	X	X	

Risk is present on all projects; the key is to identify potential risks at the start of the project and to prepare strategies for mitigation. The sample risk allocation matrix provided details preliminary assignment of generic risks to the project. A more detailed tailored risk analysis will be completed during the project kick-off meeting.

Client Meeting



Client Meeting

PROJECT: FOGRA - Snow Removal Equipment Building
2006145009

DATE: 10/29/2010 1:30 PM - 2:30 PM

ORGANIZER: Robert Sur

SUBJECT: FOGRA-SRE Progress Meeting #4

LOCATION: Virtual

ATTENDEES:
NAME COMPANY EMAIL
Gory Goshin Monroe County - GBA gorygoshin@gmail.com

MEETING MINUTES:
ACTUAL START DATE: 10/29/2010 1:30 PM

MINUTES:
Key Decisions Made:

- Airport renamed to "Frederick Douglas Greater Rochester International Airport" - all future documents should reflect this change
- Branch Drains - 10'-12" down center

Discussion:
A) General:

- Moved to November 9th

B) Civil Engineering Scope:

- Utility locations tentatively set - natural gas on south side of Scottsville Rd
- State highway work permit required
- Sanitary Sully connected to Scottsville
- Gas & electric require estimate of load for inquiry to RG&E
- These will be on oil/water separator (in plumbing scope)

C) Architectural & Structural Scope:

- Building Layout:
 - In lieu of Options A and B, PA to create 3rd option (C) with WC's directly off garage space
 - Add 3 additional man doors, 2 at east (third), 1 at west (centered)
 - Add urinal to one of the toilet rooms
 - L shaped shop acceptable if necessary
 - Keep double doors between shop & garage
 - Keep "new steel"

Meeting Minutes recorded during project meetings are distributed to the project team as a record of key discussions and decisions made during the meeting. These minutes are an invaluable resource as they inform absent team members of discussion and decisions made, create a record for future reference, and provide take-aways and action items for follow-up. Meeting minutes are typically distributed as an email attachment with the most important topics highlighted in the body of the email.

Minutes will be distributed following every meeting

Architectural Quality Assurance Checklist

Project Name: _____ Land Engineer: _____
 Project No. _____ Date: _____ QA Check By: _____

ITEMS CHECKED	FINDINGS
General	
<input type="checkbox"/> Are all calculations available? Are all calculations in order for submitting to customer and/or contractor?	
<input type="checkbox"/> Is the design criteria available?	
<input type="checkbox"/> Is the Q.A. check set available? (It shall include complete drawings of all the disciplines and a set of specifications.)	
<input type="checkbox"/> Has code analysis been made?	
<input type="checkbox"/> Do fire walls match code analysis?	
<input type="checkbox"/> Check toilet fixture counts to match or exceed code analysis.	
<input type="checkbox"/> Does client criteria exist?	
<input type="checkbox"/> Check three complete strings of dimensions.	
<input type="checkbox"/> Check three major and two minor items for proper inclusion in specifications.	
<input type="checkbox"/> Pick two exterior door locations and check against structural drawings for cross bracing interferences.	
<input type="checkbox"/> Check three random roof openings for coordination between all disciplines.	
<input type="checkbox"/> Verify two major column and wall lines against structural for match on columns and wall locations.	
<input type="checkbox"/> Verify expansion joint locations at all levels.	

This is a multi-page checklist used as part of the Quality Assurance Process. This Checklist assists designated reviewers in determining whether the project documents meet established project criteria and provide assurance that the documents achieve the heights standard relative to format, consistency, completeness, quality and presentation.

Checklists are completed with each design submission (30, 60, 90, 100 percent documents)

Approach to Services

PREVIOUS PROJECTS WHERE A NEW OR INNOVATIVE APPROACH WAS TAKEN

Lake City Fire Station

Fire stations tend to be more complex compared to other municipal facilities and create opportunities for innovation in finding ways to enhance user experience, safety, and facility functionality. One such innovation at Lake City was the deliberate floor plan design to enhance facility user safety and reduce contact with cancer causing agents. What this means is generating a floor plan that creates a deliberate flow through the building for fire fighters when they return from a call, allowing them to re-enter the facility through a 'staged' process, ultimately getting a little cleaner each step of the way and limiting possible co-mingling of clean and dirty spaces.



Henrietta Public Library

Experience in sustainability, energy efficiency and alternative energy sources.

Unforeseen soil conditions created a major challenge for the planned geothermal system on site. Once the drilling for the geothermal wells commenced, it was discovered that the soil conditions did not match the test report. The found conditions required that the wells have steel casings that remain in the ground, rather than being reused as formwork in multiple locations. The wells also required significantly more time and labor than originally anticipated. The entire team worked together to increase the labor force and keep the project on schedule. The building is now successfully running its heating and cooling off the geothermal system.

Virtual Reality Design Tools

Passero buildings are designed in three dimensions, allowing SJC to "see" your building as it is being conceptualized. This process also gives Passero insight into how we can make a building more energy efficient and gives Passero greater knowledge of how we can incorporate green design. Passero uses this design model to examine energy and building envelope options for greater efficiency.



Approach to Services

COMPETITIVE AND COUNTY ADVANTAGES

Passero's competitive and county advantages are the **Innovative - Local - Experienced** leadership Passero provides to ensure St. Johns County's best interests are met.

Innovative: Passero utilizes Building Information Modeling, 3D visualizations, Virtual Reality, 3D cameras, and other new technologies (like drone applications), to provide high quality designs that can be experienced prior to construction.

On November 30, 2022, Passero staff utilized drone technology to fly the site. With this information, Passero is able to obtain preliminary site information including aerial photography, basic topography, etc. This technology not only gives Passero a competitive advantage, it will reduce the project duration, as Passero can begin work on Day One without waiting for preliminary site survey information. Passero will continue to utilize this and other leading-edge technologies throughout the course of the project to ensure compliance with project goals and allowing the project stakeholders to experience the facility prior to construction.



Local: Passero Associates, LLC was established over 22 years ago, in Jacksonville, and relocated to St. Augustine in January 2019. Your project manager, Justin Vollenweider, AIA, is a resident of St. Johns County, as is much of the project team, including the primary owners and senior managers of Passero.

Passero is actively working with St. Johns County on Architectural Term Contract Efforts.

Experience and quality of the design team:

Passero has assembled a team of experienced professionals that has delivered several recent major municipal projects. Our knowledge gives us a unique understanding of the project issues and ensures that we will thoroughly examine all potential alternatives and provide SJC with an excellent new facility that will meet SJC's needs well into the future.



Approach to Services

COUNTY ADVANTAGES CONTINUED

Proven ability to administer projects within budget and program requirements.

Passero feels that it is of critical importance that we as designers maintain accurate and complete project budgets. Very often, the client's utmost concern is that architects and engineers stray too far from reality and cost. Passero prefers to partner with construction professionals to ensure that this does not happen. Costs are analyzed after every phase so that design options can be accurately considered. Passero has successfully completed many similar projects, using proven cost and schedule control methodologies, within budget and program requirements.

Cost of design as proposed.

At Passero, we understand the challenges faced by municipalities today and we are here to help you meet these challenges. We partner with you to achieve your objectives. Passero's dedicated team will ensure adherence to schedule, quality and cost. Passero utilizes solid project management practices, which create clear communication between all parties. **Passero develops projects that our clients can be proud of for years to come.** Passero will work closely with your construction manager to bring highly accurate cost estimates to the project. Passero has long standing, positive working relationships with many construction management firms. Passero and the construction manager can bring the contractor estimates early on that are required for the grant applications.

Capacity of the design team to meet proposed schedule based on current workload and availability.

Passero has ample resources to complete the work required on this project within the required schedule, and draws on a staff of over 150 professionals, with 36 in our architecture department, including 15 licensed architects and six structural engineers. Passero's current workload will allow ample time to meet the project deadlines. Passero can commit the full resources of our planning, design and construction support teams for the duration of this assignment and certify that we have the resources required, human and financial, to provide services at the level required by St. Johns County. Justin Vollenweider, AIA will be dedicated to your project for its duration.

SOLUTION ADVANTAGES

Passero staff are Municipal design experts, having designed several similar facilities in the last 10 years, and have earned a reputation for delivering well crafted, enduring and efficient buildings. Passero looks forward to sharing the following (and more) design ideas while we tailor a design with SJC for our community.

Intuitive, Welcoming Entrance

Ease of access is a vital component to every public facility, and providing an easy path to an obvious entrance sets the stage for the user experience. Traditional architecture celebrated the entrance with grand gateways and colonnades, elevating the experience, demonstrating the importance of the building, and unambiguously marking the way in. Modern buildings can learn from these principles and should provide the same elevated experience while eliminating any confusion about where to go.

Convenient Circulation and Efficient Service Points

Once inside, the service points are the next opportunities for your visitors to become oriented to the services you offer. The desks should be sized appropriately for the tasks and designed to be the obvious place for assistance and directions. The service points accommodate a multitude of functions, and care should be taken to balance the required staff work necessities with a clean and inviting appearance.

Flexible Design

An essential design challenge is to find the balance between the needs of today vs the needs of the future. This is further enhanced by the rate of growth SJC is experiencing (top 10, maybe higher, fastest growing county in the US). Physical spaces typically adapt at a much slower pace and at high cost. Simple, open plans defined by movable fixtures and operable walls allow facilities to be more adaptable to change/growth necessary to keep up with the needs of the community.

Intuitive, Seamless Technology

While many building departments still require paper permit submissions, we are seeing a shift to a more digital or hybrid approach. A new facility should consider these advancements and make the appropriate accommodations for current and future needs.

SECTION 05

INNOVATION OF DESIGN



Innovation of Design

PROJECT UNDERSTANDING

St. Johns County intends to provide a new multi-story, 30,000-40,000 square foot building (ideally an addition) to the existing permit center building to better serve the rapidly growing community. The facility will likely consist of offices, conference rooms, open plan spaces, and will match the existing exterior aesthetic. When the original county complex was constructed, site elements were a key design initiative. It was important for the county to maintain as much native landscape as possible, provide sustainable features and reflect on the SJC's history of pine plantations. Passero feels these same elements are important today and are important design objectives to include in the proposed development. Passero understands the project will have a budget of approximately \$12 million.



Above - Drone aerial of existing site

Passero has completed a preliminary analysis of the existing site and there are a few key site elements that need to be considered with the proposed development.

- Wetlands are present to the west and south of the existing facility and while development in wetlands is possible it is not preferred and not recommended.
- Existing parking appears to provide adequate parking spaces for the existing facility and proposed addition.
- Existing storm water management systems appears to be adequate, for the proposed expansion; however a minor modification may be required. Note that limiting the expansion to within areas of existing impervious will reduce the impact on existing storm water systems.



Innovation of Design



The proposed site plans are transposed over a drone aerial image of the existing site. Consideration was taken for other alternatives to expand to the North, West and South; however, it was determined that these concepts were limited in their viability due to site constraints (existing mechanicals, wetlands, existing road ways, etc). We propose two potential alternatives for consideration, both eastern additions to the existing facility. The site plan above reflects a new addition centered on the existing eastern facade. One major advantage to this concept is that it limits the impact to the existing site, much of the improvements are within existing impervious areas.



Similarly the site plan below provides a new addition to the east; however, the addition is shifted south to maintain parking to the north of the proposed addition. This addition could be shifted further south; however consideration will need to be made for possible impacts with the wetlands to the south.

SECTION 06

QUALITY CONTROL METHODS



Quality Control

Passero Associates believes quality control is the key to maintaining client satisfaction by producing quality work that will stand the test of time. Passero’s approach to quality control and quality assurance requires a team-wide commitment in defining and adhering to requirements, confirming that requirements have been met, and continually improving the process.

In our experience, focusing on coordination efforts between all stakeholders (owner, design team and contractor) eliminates most of the common breakdowns in quality control and quality assurance. When we focus our efforts on seamless coordination between these groups, we are able to surpass the most stringent quality control requirements, such as **having less than 2% in non-owner identified change orders.**

The process is strengthened by bringing all stakeholders together early and often for weekly progress and coordination meetings among all disciplines.

Quality Process

The quality process at Passero Associates is built into each level in the organization including management and administrative controls, process controls, corrective actions and audits, record keeping, and training to ensure designs are checked and cross-checked. Processes used to enhance quality throughout the project include:



DESIGN PHASE

- Cost Estimates at each phase to ensure budget compliance.
- Building Information Modeling (BIM) – The 3D model identifies potential issues such as conflicts between structural and mechanical/plumbing systems reducing change orders.
- Space Program – A detailed analysis of the project space needs keeps the focus on requirements during the design process.

- Preliminary Scoping Document – Consist, thorough project specific information for each level of design to review and understand.
- Room Data Sheets describe detailed requirements on a space by space basis.
- Program Worksheet and Space Analysis confirm spacial needs are satisfied.
- QA/QC Interim Drawing Review List

PROJECT MANAGEMENT

- Newforma – Meeting Minutes, Submittal & Punchlist Tracking system
- Project Estimating Programs (GMP)
- Risk Allocation Matrix

CONSTRUCTION ADMINISTRATION

- Build Conditions Checklist
- Field Notes
- GMP Tracking

Quality Assurance

Quality control begins with the project manager at the project kick-off meeting and ends with a project successfully completed on-time and under-budget. During the design phase a “sign-off” sheet is created with a list of Quality control team members responsible for each discipline involved in the project. Prior to each design submission, drawing sets are distributed to the respective experts such as Architecture, Interior Design, and Engineering (Civil, Structural, MEP) for their review. Each reviewer will sign the “sign-off” sheet signifying completion of their review. The “sign-off” sheet must be completed before a licensed professional can conduct a final review and sign and seal the project documents.

During Construction, the project manager (owner’s representative) provides quality assurance by holding regular progress meetings, reviewing RFIs and Shop Drawings, and conducting regular site walk-throughs to verify conformance to the Contract Documents. As a final quality measure the owner’s representative conducts a final walk through and creates a deficiency list (punch list) for Contractor use.

SECTION 07

PROPOSED DESIGN SCHEDULE



Project Schedule Narrative

The Passero Team understands the importance of schedule, having completed numerous projects with tight deadlines, on-time and on-budget. **Recently, Passero was able to achieve the impossible by completing the St. Augustine - Northeast Florida Regional Airport Terminal Building in 104 days, including design, continuous permitting and agency inspections, and construction.** Passero was able to drastically reduce the standard design and construction process by utilizing design-build project delivery by communicating early and often with all team members including St. Johns County building officials.

For this project, the Passero Team will conduct a project kick-off meeting to create a project schedule delineating deliverables and milestone dates that will be approved by all team members. The schedule will include a critical path identifying long lead items or potential conflicts. Alternate approaches will be considered, on an as needed basis, to avoid project delays by developing work-around solutions. Team meetings will be held on a routine basis to maintain communication and accountability for all team members.

Your project manager, Justin Vollenweider, AIA, will not only monitor the schedule and keep the team updated for the duration of the project, but will lead with a pro-active approach actively working to mitigate challenges before they become problems.

POTENTIAL SCHEDULE CHALLENGES

Below, we identified a few key schedule challenges, which if not properly accounted for could create major project delays.

Permitting – Our team works pro-actively with building officials to obtain input and guidance prior to submitting for final approvals. With early “buy-in”, comments are reduced (if not eliminated) and permits are expedited.

POTENTIAL PERMIT APPLICATIONS

- St. Johns County Utility Department
- St. Johns County (Additional departments and applications)
- St. Johns River Water Management District
- Florida Department of Environmental Protection
- Florida Department of Transportation (if required)
- US Army Corps of Engineers (if required)

Cost and Availability of Materials – Our team works with many local contractors, suppliers and manufacturers; with these industry connections we are well informed about material price and lead time changes. This is an invaluable asset given current market conditions.

Site Investigations – After the project kick-off meeting, our first step is to coordinate site investigations, including: topographic survey, geotechnical and geophysical surveys. Obtaining necessary site information early will create a solid foundation and a better understanding of site characteristics, allowing the team to make smart, proactive decisions, reducing change orders.

SCHEDULE

The following schedule reflects our approach to a successful project that addresses the needs and requirements of all stakeholders. Our objective is to exceed expectations by completing milestone goals ahead of schedule. The following describes the proposed flow and sequencing of the work.

Anticipated Project Schedule

Project Start:
February 8, 2023

Schematic Design / Design Development Services (8-10 Weeks)

- 30% Design/Rendering/Cost Estimate
- 60% Design/Renderings/Cost Estimate

Bid (60 days)

- Assistance/Procurement Phase
- Pre bid meeting
- Respond to Contractor RFIs
- Construction Documents (incorporate bid addenda into conformed set for construction)

Post Construction Services (1 month)

Project closeout generally consisting of as-built review, final walk-through, review of close-out manual



Pre Design Services (6-8 Weeks)

- Site Review/Reconnaissance (utility investigation, geotechnical, etc)
- Programming to determine project needs
- Conceptual Design/Rendering /Cost Estimates (including final concept after final public meeting)
- Review meetings

Construction Documents (6-8 Weeks)

- 100% Bid Documents Project Manual/Specifications
- 90% Design/Renderings/ Cost Estimate (100% Permit Documents)
- Permit/Agency Reviews
- Project Meetings (on going, weekly updates/discussions, and dedicated review meetings with each design submission)

Construction Administration (12 months)

Tasks generally consist of construction RFIs, Submittal review, regular construction meetings, punch lists, etc)

Project Completion
November 2024

Ability to Meet Proposed Schedule and Budget

The ability to meet project schedules and deadlines, and to work with our client's budgets is a top priority for Passero Associates. We understand that schedule deadlines are often not flexible. Passero further understands that many clients are limited to certain budgets and available funds to facilitate their projects. We focus on exceeding the needs of our clients and honoring our commitments to ensure that key schedules and available funding constraints are met for each project.

SECTION 08

ADMINISTRATIVE INFORMATION



ATTACHMENT E

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name} Passero Associates, LLC, being of lawful age and being duly sworn I, {insert affiant name} Bradley J. Wentz, PE, as {insert position or title} Vice President (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify

under penalty of perjury that:

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

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

DATED this 14th day of December, 2022.
Bradley J. Wentz, P.E.
Signature of Affiant

Bradley J. Wentz, PE
Printed Name of Affiant

Vice President
Printed Title of Affiant

Passero Associates, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of December, 2022 by Bradley J. Wentz, PE who is personally known to me or has produced _____ as identification.


 ANGELA WITT
 Commission # GG 327020
 Expires April 23, 2023
 Bonded Thru Budget Notary Services

Angela Witt
 Notary Public
 My Commission Expires: April 23, 2023

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT F

AFFIDAVIT

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

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

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

STATE OF Florida COUNTY OF St. Johns. Before me, the undersigned authority, personally appeared Bradley J. Wentz, PE who, being duly sworn, deposes and says he is Vice President (Title) of Passero Associates, LLC (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING.**

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

DATED this 14th day of December, 2022.


Bradley J. Wentz, P.E.
Signature of Affiant

Bradley J. Wentz, PE
Printed Name of Affiant

Vice President
Printed Title of Affiant

Passero Associates, LLC
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of December, 2022, by Bradley J. Wentz, PE, who is personally known to me or has produced _____ as identification.

 ANGELA WITT
Commission # GG 327020 Notary Public
Expires April 23, 2023 My Commission Expires: April 23, 2023
Bonded Thru Budget Notary Services

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

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT G

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING**

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 Respondent'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.

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

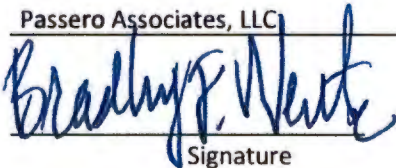
The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts 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: Passero Associates, LLC

Authorized Representative(s):  Bradley J. Wente, PE, Vice President
Signature Print Name/Title

Signature

Print Name/Title

ATTACHMENT H

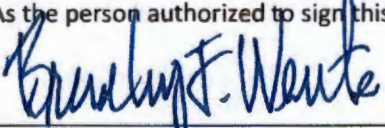
St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM

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

Passero Associates, LLC 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 Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) 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

December 14, 2022
Date

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT I

E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, Bradley J. Wentz, PE, Vice President (hereinafter "Affiant"), being duly authorized by and on behalf of Passero Associates, LLC (hereinafter "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. For the duration of RFQ No. 23-22 (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, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATE D this 14th day of December, 2022.

Bradley J. Wentz
Signature of Affiant

Bradley J. Wentz, PE, Vice President
Printed Name & Title of Affiant

Passero Associates, LLC
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 14th day of December 2022, by {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Angela Witt
Notary Public
My Commission Expires: April 23, 2023



ANGELA WITT
Commission # GG 327020
Expires April 23, 2023
Bonded Thru Budget Notary Services



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

December 6, 2022

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-22; Design Services for New Permit Center Building

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

Questions/Answers:

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

1. We would like clarification on Local Preference points. For example, if we have sub-consultants on our team that is in a neighboring county to St. Johns County, will we receive partial points, or is it 0 or 10, and based solely on the prime's office location?

Answer: The points are assigned to the prime's principal address as shown on their business license. The awarding of Local Preference points is a zero (0) or ten (10) amount. There is no partial points.

2. Is there an anticipated date for the Notice to Proceed or does the County have a desired move in date? If so, do you mind providing this to us so that we can incorporate this into our design schedule as outlined in Section 7?

Answer: Current projected date of RFQ 23-22 recommendation to award by SJC BOCC is 2/7/2023. A NTP would follow shortly after BOCC approval.

3. The RFQ mentions that the site to be developed is adjacent to the existing Permit Building. We would like a better understanding of the specific site that is to be developed. Can you provide any additional information or provide any site boundaries/mapping to help clarify this?

Answer: See attached site map of existing Permit Building

4. Please confirm if the State License copy required per Attachment A is excluded from the 28-page count limit. Will a front cover and section dividers / tabs identifying new sections be acceptable and excluded from the 28-page count?

Answer: Required documents, attachments, front cover, and section dividers / tabs do not count towards the page count.

5. Are there any plans available for the building?

Answer: At this time we will not be releasing these documents.

6. RFQ states 28 pages max. (including forms) typically the forms do not count against the page count. Also what about section dividers, etc.?

Answer: Please see No. 4 above

7. Does the St. Johns County Board of County Commissioners anticipate the need for a kitchen and / or security consultant?

Answer: No

8. Can we not list the exact construction value of previous projects and instead say "above \$4,000,000"?

Answer: Yes

Attachments:

- Map of Existing Permit Center

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: DECEMBER 15, 2022
AT 4:00 PM EST**

Respondent Acknowledgment



Signature

Bradley J. Wentz, Vice President
Printed Name/Title

Passero Associates, LLC
Respondent Company Name

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

December 6, 2022

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ No: 23-22; Design Services for New Permit Center Building

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Answer: See attached site map of existing Permit Building

4. Please confirm if the State License copy required per Attachment A is excluded from the 28-page count limit. Will a front cover and section dividers / tabs identifying new sections be acceptable and excluded from the 28-page count?

Answer: Required documents, attachments, front cover, and section dividers / tabs do not count towards the page count.

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Answer: At this time we will not be releasing these documents.

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Answer: Yes

Attachments:

- Map of Existing Permit Center

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: DECEMBER 15, 2022
AT 4:00 PM EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1



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

**RFQ NO. 23-22
REQUEST FOR QUALIFICATIONS**

**DESIGN SERVICES FOR
NEW PERMIT CENTER BUILDING**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/Index.aspx**

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

TABLE OF CONTENTS

PART I:	INTRODUCTION
PART II:	SCOPE OF SERVICES
PART III:	SUBMITTAL INSTRUCTIONS & FORMAT
PART IV:	EVALUATION AND AWARD
PART V:	CONTRACT REQUIREMENTS
PART VI:	FORMS AND ATTACHMENTS

EXHIBITS (SEPARATE ATTACHMENTS)

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

PART I: INTRODUCTION

A. PURPOSE & INTENT

The purpose of this Request for Qualifications (RFQ) is to solicit Qualifications from Design Firms in accordance with Florida Statutes § 287.055. The intent of the County is to select a Design Firm to provide design services, provide support during bidding, award, and construction of the New Permit Center Building, in St. Johns County.

B. DUE DATE & LOCATION

Qualifications submitted in response to this Request for Qualifications (RFQ) must be delivered to, and received by the SJC Purchasing Division by or before **four o'clock (4:00PM EDST) on Thursday, December 15, 2022**. Any Qualifications received by the SJC Purchasing Division after this deadline will be deemed non-responsive, and shall be returned to the Respondent, unopened.

Delivery Location: SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

C. DESIGNATED POINT OF CONTACT

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

Designated Point of Contact Information: Malinda "Jordy" Fusco, MA, CPM, NIGP-PPA
Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084
Email: mfusco@sjcfl.us

In the event the Designated Point of Contact provided above is absent or otherwise unavailable for more than three (3) business days, firms may contact Greg Lulkoski, Procurement Coordinator at glulkoski@sjcfl.us.

Interested firms **SHALL NOT** contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFQ as stated in SJC Purchasing Policy Section 9 "Lobbying Prohibition". All inquiries will be routed to the appropriate staff member for response. Any such communication may result in disqualification from consideration for award of a contract for these services.

D. SUBMITTAL OF QUESTIONS/INQUIRIES

Any and all questions and/or inquiries related to this RFQ, shall be directed, in writing, to the Designated Point of Contact as provided above, by or before **four o'clock (4:00PM) EDST on Thursday, December 5, 2022**. Any questions received after this deadline will not be addressed or clarified by the County, unless it is determined to be in the best interest of the County to do so. The County reserves the right to extend the deadline for RFQ submission in order to clarify or answer questions as necessary to serve the best interest of the County.

E. TENTATIVE SCHEDULE OF EVENTS

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

Advertisement of RFQ	November 23, 2022
Non-Mandatory Site Visit	December 1, 2022
Deadline for Questions	December 5, 2022
Issuance of Final Addendum	December 8, 2022
Deadline for Submittal of Qualifications	December 15, 2022
Evaluation of Qualifications Submittals & Shortlist	December 29, 2022
Interviews with Shortlisted Vendors	January 5, 2023
Presentation of Award Recommendation to SJC BOCC	February 7, 2023

F. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFQ shall be provided through a County issued Addendum, posted on www.demandstar.com. 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 qualifications. Any addenda issued after this date shall be for material, necessary clarifications to the Request for Qualifications.

G. EQUAL EMPLOYMENT OPPORTUNITY

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

H. EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into the awarded Agreement, and in accordance with section 448.095, Florida Statutes. The Design Firm and its sub consultants and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Design Firm shall require each of its subcontractors to provide the Design Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design Firm shall maintain a copy of such affidavit for the duration of the awarded Agreement.
- b. The County, Design Firm, or any sub consultant or subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Design Firm otherwise complied, shall promptly notify the Design Firm and the Design Firm shall immediately terminate the contract with the subcontractor.
- d. The County and the Design Firm 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. The Design Firm acknowledges that, in the event that the County terminates the awarded Contract for the Design Firm's breach of these provisions regarding employment eligibility, then the Design Firm may not be awarded a public contract for at least one (1) year after such termination. The Design Firm further acknowledges that the Design Firm 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.
- f. The Design Firm shall incorporate in all subcontracts made pursuant to the awarded Agreement the provisions contained herein regarding employment eligibility.

I. 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.

J. RIGHT TO REJECT/ACCEPT

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

K. LOCAL PREFERENCE

Per Section 16.3 of the St. Johns County Purchasing Policy, the County shall review all submitted Qualifications 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 Qualifications, in accordance with SJC Purchasing Policy.

L. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING PROCEDURE MANUAL

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

M. NON-MANDATORY SITE VISIT

The County will hold a non-mandatory site visit on December 1, 2022 at 9:00 a.m. adjacent to the existing Building Services building located at 4040 Lewis Speedway, St. Augustine, FL 32084. Attendance is not required to participate in the submittals of Qualifications.

PART II: SCOPE OF SERVICES

A. GENERAL INFORMATION

St. Johns County is building a new Building Department Permit Center in St. Augustine, Florida.

B. PROJECT DESCRIPTION

The project site is to be adjacent to the existing Building Services located at 4040 Lewis Speedway, St. Augustine, FL 32084. The Building Department Permit Center will consist of a new stand-alone multi-story facility for the Building Department that allows for the flow of pedestrian traffic to and from the existing building occupied by Building Services. This new facility will house only the Building Department. The target budget is \$10 to \$12 million with a new facility approximately 30,000 to 40,000 sq ft.

Services will include, but may not be limited to:

- Pre-Design Services

- Site evaluation and analysis
 - Determine availability for utilities as required
 - Conduct programming to determine project needs
 - Cost Estimates
- **Design Development**
- Conceptual design
 - Geotechnical services
 - Renderings
 - 30%, 60%, and 100% drawings for review and comment by St. Johns County at each stage
 - All required drawings for the project including civil, architectural, structural, mechanical, electrical, plumbing, fire protection, technology, furniture, equipment, landscape, and irrigation
 - Acquire all required permitting
 - Cost estimate
 - Value engineering
- **Construction Documents**
- Bid drawings
 - Add-alternate options
 - Project manual/specifications
 - Construction set/permit set of drawings, signed and sealed
- **Bid Assistance**
- Respond to contractor questions
 - Provide plan revisions as needed
 - Attend pre-bid meeting
- **Construction Administration**
- Attend pre-construction meeting
 - Review/comment on contractor's Schedule of Values
 - Review/comment on contractor's construction schedule
 - Shop drawing/submittal review
 - Payment application review
 - Respond to RFI's
 - Provide plan and permit revisions as necessary
 - Attend monthly progress meetings
 - Perform field inspections/provide field reports
 - Attend Substantial Completion walk-through
 - Establish punch list for the contractor
 - Attend equipment start up
 - Test and Balance review by Mechanical Engineer
- **Post Construction Services**
- Attend final walk-through and verify completion of punch list items
 - Project close out
 - Review/comment of the contractor's close out manual/documents
 - Permit close out
 - As-Built review
 - Warranty review

PART III: RFQ SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

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

All Qualification Submittals received in response to this RFQ 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.

Each Respondent certifies that they have fully read and understands any and all instructions in the RFQ, and has full knowledge of the scope, nature, and quality of work to be performed. All Qualifications submitted shall be binding for one hundred twenty (120) consecutive calendar days

B. MINIMUM QUALIFICATIONS

The following are minimum qualification requirements that Respondents must meet in order to be considered responsive to this RFQ. Qualification Submittals must clearly demonstrate that the Respondent meets or exceeds these minimum qualification requirements:

1. Must be a State of Florida licensed qualified Architectural or Engineering firm, as defined in Chapter 287.055(2)(h), Florida Statutes, or in accordance with Section 471.023, Florida Statutes.
2. Must be legally authorized to conduct business in the State of Florida and St. Johns County, which required the Respondent to be registered with the State of Florida Department of State, Division of Corporations, and registered with St. Johns County.
3. The Design Firm shall have successfully completed design of at least three (3) projects of similar in size, scope and complexity within the last five (5) consecutive years.

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

C. JOINT VENTURE

In the event of a Joint Venture, the individual empowered by a properly executed Declaration of a Joint Venture and Power of Attorney shall execute the submitted Qualifications. The submitted documentation shall clearly identify who will be responsible for the engineering, quality control, and construction portions of the project.

D. TRADE SECRETS

All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret". If the County receives a public records request for a document or information that is marked and certified as a trade secret, the County shall promptly notify the person that certified the document as a trade secret.

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

E. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Respondent 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.

F. PUBLIC RECORDS

1. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Request for Qualification 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 under the Awarded 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, 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 the Awarded 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 the Awarded and following completion of the Awarded if the Awarded Consultant does not transfer the records to the County; and
 - (d) Upon completion of the Awarded, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.

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

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

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

**500 San Sebastian View
St. Augustine, FL 32084**

(904) 209-0805
publicrecords@sjcfl.us

G. CONFLICT OF INTEREST

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

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

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

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 Qualifications. 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 member of a Design Firm may participate in more than one (1) response to this RFQ. Participation in multiple responses shall result in the disqualification and removal from consideration all Respondents involved.

H. QUALIFICATION SUBMITTAL INSTRUCTIONS

All Submittals will be reviewed for responsiveness to the requirements provided in this RFQ. Failure to demonstrate any of the minimum requirements in the RFQ will be grounds for removal from further consideration. Qualification Submittals shall also be evaluated partially based on Respondent's ability to clearly provide the information associated with the components provided below.

Respondents must include one (1) hard-copy original document, and one (1) exact electronic PDF copy of the original document submitted on an unlocked USB Drive. The hard-copy original shall be on 8 ½"x11" pages, numbered, with headings typewritten with no smaller than size 12 point font, and sections/sub-sections clearly identified. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Qualifications must not exceed 28 pages (one-sided) in length, including the required documents:

All Qualification Submittals must include the following components:

Section 1: RFQ Cover Page and Cover Letter (Limit one (1) page)

Respondents shall include the RFQ Cover Page and provide a cover letter. The cover letter should provide the following:

- Full legal company name and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address, if different (include address of office that will perform the work, different than others);
- Primary company point of contact along with phone number and email address;
- Names and titles of principals;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);

- Brief description of business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

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 RFQ is not a principal of the firm, Respondent must provide with the submitted proposal a Letter of Delegation of Authority listing agents of the Respondent authorized to negotiate on behalf of and contractually bind the Respondent. The Letter of Delegation of Authority must be on company letterhead, be signed by a principal of the Responding firm, and must list the authorized agents' name, title, and limit of authority.

Section 2: Company & Staff Qualifications

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

Respondents shall complete and submit the following attachments to fully demonstrate the firm's qualifications and resources:

Qualification Certification – complete and submit **Attachment "A"** provided herein.

Licenses/Certifications – complete and submit information on all required and other applicable licenses and certifications held by the Respondent, all Key Personnel, and any other staff who will participate in the performance of the work.

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

List of Proposed Sub-Consultants/Sub-Contractors – submit information to demonstrate the qualifications and experience of any and all proposed sub-consultants and sub-contractors intended to perform any portion of work. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each proposed sub-consultant and sub-contractor.

Key Personnel – submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work Brief resumes should be provided for each staff member listed.

Section 3: Related Experience and References

In this section, Respondents shall submit a written narrative describing a minimum of three (3) building designs of four million dollars (\$4,000,000) or more in construction value successfully completed in the last five (5) calendar years similar in scope to those described herein. Respondents must include the type of services performed, timeframe of performance, whether or not the contract was renewed/extended.

Project References provided herein, to provide a list of three (3) project references from individuals, firms, or agencies that have contracted with the Respondent to perform a scope of work of equal or greater value and scope as described herein. The information required must include: Project Owner Name and Point of Contact (with contact information), date(s) of service, project information. References should include the primary contracts for the projects listed in the narrative submitted in this section. References shall be checked by the Purchasing Division, for the shortlisted firms, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 4: Approach to Services (Written narrative and/or for graphics, maps, charts, and figures)

In this section, respondent shall provide the firm's approach to perform the scope of services requested to include collecting research, identifying issues, assessing options and determining design, etc. The proposal will be evaluated on the Contractor's approach, capabilities, and methods in performing the project services. Each proposal must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the firm's ability to logically plan and complete the project, and the firm's ability to successfully deliver any periodic progress reports, final reports, and presentations to the County. Firms will be required to provide the following information regarding their proposed approach:

- A brief outline of their project approach with identification of each main step of the process.
- Approach to be taken with working with the St. Johns County.
- Examples of previous projects where a new or innovative approach was taken
- Examples of reports that would typically be made available to St. Johns County (i.e., progress reports, draft plans etc.) as well as frequency of follow up reporting.
- Competitive Advantage: A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition.
- Solution Advantages: Describe all areas where you believe that your approach is superior to the competition.
- County Advantages: Describe the major benefits that St. Johns County would receive by choosing your firm vs. your competitors.

Section 5: Innovation of Design (Written narrative and/or for graphics, maps, charts, and figures)

In this section, respondent shall provide evidence of the firm's innovation of design to previous projects and potential design for this project. The proposal will be evaluated on the Contractor's ability to apply a new or innovative approach to an existing issue. Each proposal must include an example of previous project where a new or innovative approach was used in the planning, design, permitting, or construction of the project; and an explanation of benefit to that approach. Each proposal must include an example of a potential innovation that could be applied to this project and the benefit of that approach. Firms will be required to provide the following information regarding Innovation of Design:

- Examples of previous projects where a new or innovative approach was taken, and benefit of that approach
- Examples of potential innovative ideas to be used on the proposed project and benefit of that approach

Section 6: Quality Control Methods

Submit a written narrative and flow chart of the firm's project management methods to establish, monitor, and track quality control methods including coordination of subconsultants and ability to meet schedules in a timely manner.

Section 7: Proposed Design Schedule

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

Proposed Design Schedule (Size 11" x 17" paper may be used for this section only) – submit a proposed design schedule that includes all elements of the project to include all design activities.

Quality Control Narrative – submit a written narrative of the firm's project management methods to establish, monitor, and track quality control methods including coordination of sub-consultants and sub-contractors and ability to meet schedules in a timely manner.

Section 8: Administrative Information

In this section, Respondents shall submit the following forms:

- Attachment “E” – Affidavit of Solvency;
- Attachment “F” – St. Johns County Affidavit;
- Attachment “G” – Conflict of Interest Disclosure;
- Attachment “H” – Drug-Free Workplace Form;
- Attachment “I” – E-Verify Affidavit;
- All Signed Addenda (if applicable)

PART IV: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The County shall review each submitted Qualifications in order to determine whether or not the submittal is materially responsive to the requirements provided herein. Any submitted Qualifications that is materially non-responsive to the requirements of this RFQ may be disqualified and removed from consideration prior to the evaluation. Only those respondents who are materially responsive to the requirements herein will be evaluated for consideration of shortlisting.

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

A. EVALUATION OF QUALIFICATION SUBMITTALS

All responsive Qualifications Submittals will be evaluated by an Evaluation Committee of no less than three (3) representatives. Evaluators will review and score the Qualifications Submittals individually, with no interaction or communication with any other individual. Scores and rankings will be summarized at the Public Evaluation Meeting, and the list of respondents will be shortlisted to no fewer than three (3) firms to participate in interviews. If the Evaluation Committee determines that additional interviews and/or presentations are necessary to make a final decision for selection, the shortlisted firms will be notified. If required, presentations will be scored by the Evaluation Committee as provided herein. Shortlisted firms will be notified, as needed, of the required information that must be included in any presentation.

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

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

B. EVALUATION CRITERIA AND SCORING

The County will evaluate and rank Respondents from highest to lowest based upon the specific evaluation criteria and point scores listed below.

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points per Evaluator:</u>
1. Company & Staff Qualifications	0 - 15
2. Related Experience	0 - 40
3. Approach to Services	0 - 10
4. Innovation of Design	0 - 10
5. Proposed Design Schedule	0 - 5
6. Quality Control Methods	0 - 5
7. Local Preference	0 or 10
Total Points Possible per Evaluator:	95

1. Presentation (as needed, Shortlist Firms only)	20
Total Points Possible (Shortlist Firms only):	115

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

EVALUATOR'S SCORE SHEET EXAMPLE

ST. JOHNS COUNTY FLORIDA
 BOARD OF COUNTY COMMISSIONERS

DATE:
 PROJECT:

CRITERIA RANKING:

	A.	B.	C.	D.	E.	F.	G.	TOTAL
	Company/ Staff Qualifications	Related Experience	Approach to Services	Innovation of Design	Proposed Design Schedule	Quality Control Methods	Local Preference	
RESPONDENTS	0 – 15	0 – 40	0 - 10	0 - 10	0 - 5	0 - 5	0 or 10	Up to 95

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

C. RECOMMENDATION FOR AWARD

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

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

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

D. PROTEST PROCEDURES

Any Respondent adversely affected by an intended decision, or by any term, condition, or procedure or specification with respect to this Request for Qualifications, shall file, with the SJC Purchasing Division, a written Notice of Protest, no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting, either electronically, or by other means, of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the SJC Purchasing Division, and are included in St. Johns County's Purchasing Procedure Manual. All of the terms and conditions of the County's Purchasing Procedure Manual are incorporated into this Request for Qualifications by reference, and are fully binding.

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and issue a Design Contract, on a form provided by the County, for completion of the project, in accordance with this RFQ Document, and as negotiated with the selected firm. The Term of the Agreement shall be in accordance with the Contract Documents, as negotiated and agreed to by both parties.

It is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any qualifications does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any qualifications, 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 qualifications in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of the RFQ.

B. PERFORMANCE

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

C. TERMINATION

Failure on the part of the Design Firm to comply with any portion of the duties and obligations under the awarded

Contract shall be cause for termination. If the Design Firm fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification, and opportunity to cure the default, in accordance with the Contract Documents. In the event the Design Firm fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Design Firm to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations as provided herein and any others that are relevant and applicable to the services to be performed, under the awarded Contract. The Contract shall be governed by the laws of the State of Florida and the County both as to interpretation and to performance.

E. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

The Design Firm warrants that the product/s, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and contractor employee incidents.

The Design Firm further certifies that if the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the Design Firm. All Personal Protective Equipment used by the Design Firm, their employees, as well as personnel supplied by any subconsultants and subcontractors shall be ANSI certified and meet OSHA standards.

F. LICENSES, PERMITS, FEES

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

G. INSURANCE REQUIREMENTS

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

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

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

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

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

The Design Firm shall maintain during the life of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

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

H. INDEMNIFICATION

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

In claims against any person or entity indemnified under this Paragraph by an employee of the Design Firm, a sub-consultant, a sub-contractor, 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 Design Firm, a sub-consultant, or a sub-contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

I. SUB-CONSULTANTS/SUB-CONTRACTORS

If the Design Firm elects to sub-contract, any portion of the work, the Design Firm shall be responsible for all work performed by any sub-consultant or sub-contractor and shall not be relieved of any obligations under the awarded Contract.

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

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

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

Sub-consultants, sub-contractors, and any other persons and organizations proposed by the Design Firm and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County. In addition, the Design Firm is required to disclose in writing, any changes to the sub-consultant, sub-contractors, or major material suppliers after execution of the Contract.

J. FORCE MAJEURE

Respondent pledges to provide the equipment/services as specified in the Contract Documents barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

PART VI: – FORMS AND ATTACHMENTS

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

COVER PAGE

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

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

COMPANY NAME: _____

CONTACT NAME & TITLE: _____

CONTACT PHONE NUMBER: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

ATTACHMENT A

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design Firm for Design Services for New Permit Center Building.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by St. Johns County.

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

The Undersigned further authorizes the St. Johns County, FL designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

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

(Full Legal Company Name)

This ____ day of _____, 20____

Attest:

APPROVED:

By: _____

By: _____

Name and Title of Officer

Name and Title of Authorized Officer

As Notarized

By: _____

(Corporate Seal)

ATTACHMENT B

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)

ATTACHMENT C

PROJECT REFERENCES

Each Respondent must submit a list of at least three (3) project references from individuals, firms or agencies that have contracted with the respondent in the past five (5) years to perform Design Services of equal or greater size and scope as those described in this RFQ. The information required shall include: reference company name, date(s) of service, project information including name of project, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Division.

1. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of Study): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

ATTACHMENT D

PROJECT STATUS REPORT
(Complete and Submit)

1. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ **Final Completion Date:** _____

Brief Explanation of any Schedule Variances: _____

2. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ **Final Completion Date:** _____

Brief Explanation of any Schedule Variances: _____

3. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ **Final Completion Date:** _____

Brief Explanation of any Schedule Variances: _____

4. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ **Final Completion Date:** _____

Brief Explanation of any Schedule Variances: _____

5. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ **Final Completion Date:** _____

Brief Explanation of any Schedule Variances: _____

6. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ Final Completion Date: _____

Brief Explanation of any Schedule Variances: _____

7. **Name of Project:** _____
Project Description: _____

Original Completion Date: _____ Final Completion Date: _____

Brief Explanation of any Schedule Variances: _____

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT E

AFFIDAVIT OF SOLVENCY

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

under penalty of perjury that:

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

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT F

AFFIDAVIT

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

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

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

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is _____ (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING.**

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

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name of Affiant

Printed Title of Affiant

Full Legal Name of Consultant/Contractor

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

Notary Public
My Commission Expires: _____

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

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT G

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: **RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING**

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 Respondent'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.

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

ATTACHMENT H

St. Johns County Board of County Commissioners
DRUG-FREE WORKPLACE FORM

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

_____ does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for Qualification to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than three (3) 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

RFQ NO. 23-22; DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING

ATTACHMENT I

E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "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. For the duration of RFQ No. 23-22 (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, Respondent shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Respondent's breach.

DATED this _____ day of _____, 20____.

Signature of Affiant

Printed Name & 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 {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ 23-22;
RFQ TITLE:	DESIGN SERVICES FOR NEW PERMIT CENTER BUILDING
DUE DATE/TIME:	By 4:00 PM EDST– December 15, 2022
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