

RESOLUTION NO. 2024 -436

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO: 23-49 TO ENGLAND THIMS & MILLER INC AS THE TOP RANKED FIRM AND TO EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, St. Johns County is currently widening County Road 210 from two (2) lanes to six (6) lanes with a curbed median and the addition of a new signal at Badger Park. The project limits are just west of EW Pappy Road to the existing six (6) lane section of County Road 210 at the Twin Creeks Development within existing County right-of-way; approximately 0.7 miles. This RFQ will provide Construction Engineering & Inspections (CEI) Services during the construction; and

WHEREAS, through the County's Formal RFQ process, England Thims & Miller Inc., 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

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ No: 23-49 CEI Services for CR 210 between CE Wilson Rd and Twin Creeks Development Widening Project to England Thims & Miller Inc. 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 England Thims & Miller Inc. for completion of the Services, as negotiated for a not-to-exceed amount of \$985,545.00.

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.

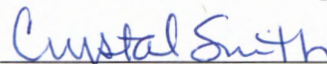
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 7th day of November, 2023.

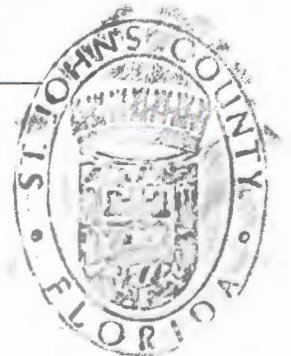
Rendition Date: NOV 08 2023

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: 
Christian Whitehurst, Chair

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

By: 
Deputy Clerk





PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 23-PSA-ENG-18531

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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 **ENGLAND-THIMS & MILLER, INC.** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 14775 Old St. Augustine Rd, Jacksonville, FL 32258, Phone: 904-642-8990, and E-mail: ponderk@etminc.com, for **RFQ 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT**, hereinafter referred to as the "Project".

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

ARTICLE I CONTRACT DOCUMENTS

1.1 The Contract Documents

1.1.1 The Contract Documents are the documents which shall govern the performance of Services under this Agreement, and shall be comprised of the following documents, which are incorporated herein by reference:

- a) Fully Executed Changes Orders or Amendments to this Agreement;
- b) This Fully Executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - a. Exhibit A – Scope of Services
 - b. Exhibit B – Consultant’s Rate Sheet
- c) Insurance furnished by Consultant meeting the requirements of Article XII herein;
- d) Request for Proposal/Qualifications No. 23-49 and all issued Addenda

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 Data or 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.

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 AGREEMENT TERM

2.1 Term

2.1.1 This Agreement shall become effective upon the date of execution by all parties and shall remain in effect for a period of **seven hundred thirty (730)** consecutive calendar days (Agreement Term). Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services shall commence upon receipt of a written Notice to Proceed from the County. The County and the Consultant may only extend this Agreement in whole or in part upon written Amendment.

2.1.2 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.

2.1.3 Consultant shall, throughout the performance of the Services under this Agreement, cooperate with the County and perform its responsibilities, obligations, and services in a timely manner so as to meet all of its obligations under this Agreement.

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 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.

- 3.1.2 Amendment: A document providing the written modification of a previously issued Agreement, adding, revising, replacing or removing terms and conditions or provisions of the Agreement.
- 3.1.3 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.
- 3.1.4 Change Order: A document providing the written modifications to a previously issued Agreement, adjusting contract price, scope of work, or completion time.
- 3.1.5 Compensation Method:
- 3.1.5.1 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.
- 3.1.5.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:
- 3.1.6.2(A) Actual Hours. Actual hour's necessary, required, and expended by the Consultant's and/or Sub-consultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit 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.
- 3.1.6 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County. Also referred to as Project Manager.
- 3.1.7 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.
- 3.1.8 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.
- 3.1.9 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.
- 3.1.10 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.

3.1.11 **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 COMPENSATION

5.1 General

As compensation for satisfactory performance of the Services, the County agrees to pay, and Consultant agrees to accept, as full and complete compensation for all Services required under this Agreement, a Not-To-Exceed Amount of **Nine Hundred Eight-Five Thousand Five Hundred Forty-Five dollars and Zero cents (\$985,545.00)**, pursuant to this Agreement. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

5.2 Method of Payment

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

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

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

5.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may

reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

5.3 Withheld Payment

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

5.4 Final Payment

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all Work Product (as defined in Paragraph 7.1 below) prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.

5.5 Availability of Funds

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

6.1 Ownership of Work Product

6.1.1 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.

6.1.2 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.

6.1.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

6.2 Confidentiality

Consultant shall keep all information all information and data obtained, developed, or supplied by the County, or at its expense, confidential, unless otherwise required by Applicable Laws, including but not limited to Florida Statute 119. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law.

ARTICLE VII AUTHORIZED REPRESENTATIVES AND PERSONNEL

7.1 Consultant's Authorized Representative

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

7.2 Personnel

7.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

7.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

7.3 County's Representative

7.3.1 The County shall designate as its County's Representative a Project Manager who shall be fully acquainted with the Project. The Project Manager shall be the County's Representative from the Effective Date of this Contract until final payment has been made. The Project Manager shall be authorized to act on behalf of the County on to the extend provided in this Article VII.

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

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

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

7.3.5 The Project Manager shall have the authority to reject Services which do not conform to the requirements of this Contract. If the Project Manager deems it necessary or advisable, the Project Manager shall have authority to require Consultant to re-work or provide verification of Services to ensure compliance with Contract requirements at Consultant's expense.

7.3.6 The Project Manager shall review and accept, or take other appropriate action as necessary, concerning Consultant's Submittals including but not limited to Shop Drawings, Work Product, reports, or analyses. Such review, acceptance or other action shall be for the sole purpose of determining conformance with the Contract Documents.

7.3.7 The Project Manager may authorize minor changes in the Services, provided such changes do not impact Contract Price or Contract Time. The Project Manager does not have authority to approve adjustments to the Contract Price or Contract Time, as such changes must be done by Amendment or Change Order, as otherwise provided in this Contract.

ARTICLE VIII SUB-CONTRACTORS

8.1 Sub-Contractors

9.1.1 Consultant may obtain the assistance of other Suppliers, firms, or individuals by subcontract ("Sub-Contractors") for the performance of a portion of these Services, provided that any such Sub-Contractors 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, disadvantaged, and women business enterprises for participation in subcontracting opportunities.

8.1.2 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.

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

8.1.4 Consultant shall be responsible for ensuring that any and all subcontracts include the requirements as set forth herein for any Services performed by a Sub-Contractor.

ARTICLE IX CHANGES IN THE SERVICES

9.1 Changes in the Services

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

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

ARTICLE X CONTRACT CLAIMS / DISPUTES

10.1 Disputes

10.1.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, 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 meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

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

10.2 Contract Claims

10.2.1 Claims arising from this Contract shall be filed with the Director of Purchasing & Contracts, ("Purchasing Director"), as applicable. 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 Purchasing Director, within five (5) business days of exhausting all remedies set forth herein. 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 in the performance of the Services as set forth in this Contract. The Contract Claim shall include at a minimum, the following:

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Purchasing Director, should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the Contract Claim; and
- (4) Identification of the administrative remedies provided for in the Contract that were pursued prior to submittal of the Claim and the outcome; and
- (5) 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 Claim; and
- (6) A statement of the grounds for each issue raised in the Contract Claim; and
- (7) 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.

10.2.2 During the Purchasing Director's review of the Contract Claim, additional information may be requested from either Party. The Parties are to provide the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the Claim without consideration of the requested information.

10.2.3 The Purchasing Director 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 Purchasing Director shall be sent to the Consultant at the notice address listed herein or by such other means as agreed to by the Parties.

10.2.4 The decision for any Contract Claim by the Purchasing Director 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 Purchasing Director'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, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

ARTICLE XI TERMINATION

11.1 TERMINATION

11.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar 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. In the event of the Consultant's default, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds to be in default of 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

13.3 Workers Compensation

Consultant shall procure and maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

13.4 Commercial General Liability

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

13.5 Automobile Liability

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

13.6 Professional Liability

13.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 and must obtain Tail Coverage for a period of four (4) years following completion of all Services, in the event the Professional Liability coverage is cancelled, terminated, or otherwise

expired. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

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

13.7 Other Requirements

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

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

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

ARTICLE XIV GENERAL CONSIDERATIONS

14.1 Independent Contractor

Consultant shall act as an independent contractor 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

If any dispute between the County and Consultant under this Agreement arises over whether any work requested by the County is within the scope of the contracted Services and such dispute cannot be resolved by good faith negotiation between the Authorized Representatives of each party, such dispute shall be promptly referred to County's Assistant Director of Purchasing for resolution. The County's Assistant Director of Purchasing shall render a written decision on any such referred claim or dispute, whose decision shall be final and binding on the Parties. During the pendency of any dispute, Consultant shall promptly perform the disputed Services.

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

14.14.1 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.

14.14.2 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.

14.14.3 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 Foreign Entities Access to Personal Identifiable Information

14.21.1 Pursuant to Section 287.138, Florida Statutes, effective July 1, 2023, the County may not enter into contracts which grants the Contractor access to personal identifiable information if: 1) the Contractor is (a) owned by the government of a Foreign Country of Concern (as defined by the statute); (b) the government of a Foreign Country of Concern has a controlling interest in the entity; or (c) the Contractor is organized under the law of or has its principal place of business in a Foreign Country of Concern. The County shall be entitled to immediately terminate this Contract with liability to ensure the County's continued compliance with the Statute.

14.21.2 Pursuant to Section 287.138, Florida Statutes, effective January 1, 2024, if Contractor may access, receive, transmit, or maintain personal identifiable information under this Contract, Contractor must submit a Foreign Entity Affidavit to the County. Additionally, effective July 1, 2025, Contractor shall submit a Foreign Entity Affidavit to the County prior to any renewals or extensions of this Contract. Failure or refusal to submit a Foreign Entity Affidavit shall be cause for immediate termination of this Contract by the County.

14.22 Employment Eligibility and Mandatory Use of E-Verify

14.22.1 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.

14.23 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.

14.24 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.

14.25 Public Records

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

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

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

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

14.25.3 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

14.26 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.

14.27 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.

14.28 Written Notice

14.28.1 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

England-Thims & Miller, Inc.
14775 Old St. Augustine Rd
Jacksonville, FL 32258
Attn: Kent Ponder, PE
Email Address: Ponderk@etminc.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

14.28.2 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.

14.29 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.

14.30 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

Consultant

St. Johns County, FL (Seal)
(Typed Name)

England-Thims & Miller, Inc (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

Jaime T. Locklear
(Printed Name)

(Printed Name)

(Title)

(Title)

(Date of Execution)

(Date of Execution)

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

By: _____
(Deputy Clerk)

(Date of Execution)

Legally Sufficient:

(Office of County Attorney)

(Date of Execution)

CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN

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

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

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its 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 _____, 2023

Consultant Name

By:

Signature

Printed Name

Title

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

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

Project Description: CR 210 Between CE Wilson Road and Twin Creeks Development

RFQ No. 23-49

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1. **PURPOSE:** This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration and inspection for the construction projects listed below.
2. **SCOPE:** The Consultant shall provide CEI services for CR 210 Between CE Wilson Road and Twin Creeks Development as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.
3. **LENGTH OF SERVICE AND FEE:** The Consultant's services shall begin upon written notification to proceed by County. The duration of the work was estimated to include (16) months for construction, (1) month for pre-construction activities, (1) month for project close out, and (1) months for pre-construction utility coordination / support.

Manhour Estimated - RFQ 23-49; CEI Services for CR 210 between CE Wilson Rd and Twin Creeks Development																				PROJECT TOTAL MAN MONTHS	PROJECT TOTAL MAN HOURS						
Year	2023			2024												2025											
Month	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL					
Project Staff		U	PU																								
Senior Project Engineer (ETM)		0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20	0.20				3.8	608.00		
Project Administrator (ETM)		0.35	0.35	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.40				13.9	2224.00	
Inspection (ETM)				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50					16.5	2640.00	
Senior Engineer		0.10	0.10																						0.2	32.00	
Creative Director		0.10	0.10																							0.2	32.00
Marketing Director		0.10	0.10																							0.2	32.00
																										34.8	5568.0

Utility Work & Pre-Planning
Preconstruction & Utility
Construction
Closeout

Note: Two partial months were estimated to support the County in reviewing plan revisions and as-needed services.
Note: Inspection will not be full coverage. When the contractor works both day and night or over 40 hours per week, inspection services will be adjusted to cover the more critical activities.

Manhour Estimated - RFQ 23-49; CEI Services for CR 210 between CE Wilson Rd and Twin Creeks Development							
Positions	Base Rate	Multiplier	Partially Loaded Rate	Profit	Contract Rate	Estimated Hours	Fee
Senior Project Engineer (ETM)	\$81.73	3.12921	\$255.75	10%	\$ 281.33	608.00	\$171,045.82
Project Administrator (ETM)	\$60.90	3.12921	\$190.57	10%	\$ 209.63	2224.00	\$466,207.73
Inspection (ETM)	\$36.18	3.12921	\$113.21	10%	\$ 124.54	2640.00	\$328,775.83
Senior Engineer	\$67.31	3.12921	\$210.63	10%	\$ 231.69	32.00	\$7,414.07
Creative Director	\$49.77	3.12921	\$155.74	10%	\$ 171.31	32.00	\$5,482.08
Marketing Director	\$60.10	3.12921	\$188.05	10%	\$ 206.86	32.00	\$6,619.47
Note: Multiplier = FDOT Audited Field Overhead (1.8397) + Field Expenses (0.2831) + FCCM (0.00641) + the employee (1.0)							
Cost Plus Fee / Limiting Amount (Contract): \$985,545.00							

4. **ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:** The County will furnish the following documents.
 1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency's Agreements, Specifications, and Approved Material List (if applicable).

5. ITEMS FURNISHED BY THE CONSULTANT:

- a. **Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement.
- b. **Field Equipment:** The Consultant shall supply items essential to carry out the work under this Agreement.

6. LIAISON: The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement and seek input from the Construction Project Manager. Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

7. PERFORMANCE OF THE CONSULTANT: During the term of this Agreement and all supplements thereof, the County will review various phases of Consultant's operations, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews.

8. REQUIREMENTS:

- a. **General:** It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. **The Consultant is not required to perform full-coverage inspections of all work. Example: when the Contractor works day and night or over 40 hours per week the Consultant shall focus inspections on critical components of the project.** The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action taken. Nothing shall relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.
- b. **On-site Inspection:** The Consultant shall monitor only the Contractor's on-site construction activities and observe materials entering the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. **The Consultant is not required to perform full-coverage inspections of all work. Example: when the Contractor works day and night or over 40 hours per week the Consultant shall focus inspections on critical components of the project.** The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- c. **Sampling and Testing:** The Consultant shall randomly witness Contractor's Quality Control activities at the project site to determine the acceptability of materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.
- d. **Engineering Services:** The Consultant shall assist the County with coordination of the Construction Contract administration activities with all parties including the Contractor which are involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for the failure of such parties to follow written direction issued by the Consultant. Services include observing Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining records of activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:
 - i. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project.

RFQ No. 23-49, CR 210 Between CE Wilson Road and Twin Creeks Development

- ii. Analyze the Contractor's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, includes all contract modifications, and the Contractor's plan for completing the project within the allowed contract time is reasonable. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
 - iii. Know the Contract and represent the County in the execution thereof. Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork. Prepare recommendations to the County for all change orders, field changes, or material substitutions.
 - iv. Monitor, observe and document utility construction for progress. Facilitate coordination and communication between Utility Agency's representatives, County's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
 - v. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate processing of such information in order for the County to make timely payment to the Contractor. Review each pay request by the Contractor and either request corrections or provide concurrence to the County.
 - vi. Provide information when requested by the County to support Public Information services as required to manage inquiries from the public, public officials, and the news media.
 - vii. Obtain videos / photos of the pre-construction conditions throughout the project limits. Photos shall be taken of progress with an emphasis on documenting potential claims and areas of potential public concern.
 - viii. Coordinate with St. Johns County through the close out phase of the project and review Contractor As-Builts.
 - ix. Administer RFI's, shop drawings, and other submittals and distribute in accordance with provisions of the contract to the owner and/or EOR as required.
 - x. Conduct Preconstruction, Pre-paving, and, field meetings, etc. with meeting minutes.
 - xi. Perform periodic review of the Contractor's MOT and reporting for compliance with plans.
9. **PERSONNEL:** The Consultant shall staff the project with the qualified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement. Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off. Construction engineering and inspection forces are not required to perform full-time inspections of all work, instead the Consultant shall perform inspections of critical components of the project.
10. **PROJECT CLOSE OUT:** Consultant shall make a pre-final inspection to determine if the project is substantially complete, and a final inspection to determine if the Project has been fully completed in substantial accordance with the Contract Documents and whether the contractor has fulfilled all of its obligations there under so that the Consultant may recommend approval, in writing, of final payment to the contractor.
11. **INVOICING:** Monthly invoices shall be submitted to the County in a format and schedule defined by the County.
12. **OTHER SERVICES:** Upon written authorization by the County Project Manager, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not

RFQ No. 23-49, CR 210 Between CE Wilson Road and Twin Creeks Development

included as part of this Agreement but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation associated with the Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation associated with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.
- D. Engineering Design & Permitting including (SJRWMD As-Built Certification & FDEP Certification).
- E. Survey & Construction Stakeout, Wetland Delineation (Contractor)
- F. OSHA or other Regulatory Safety Inspections, or Inspections of work performed by others.
- G. Quality Control / Material Testing (Contractor)

13. POST CONSTRUCTION CLAIMS REVIEW: In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

14. OTHER CONSIDERATIONS: Consultant will not assume responsibility for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by Consultant will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications.

**SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION**

1. **PURPOSE:** This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration and inspection for the construction projects listed below.
2. **SCOPE:** The Consultant shall provide CEI services for CR 210 Between CE Wilson Road and Twin Creeks Development as defined in this Scope of Services. The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement.
3. **LENGTH OF SERVICE AND FEE:** The Consultant’s services shall begin upon written notification to proceed by County. The duration of the work was estimated to include (16) months for construction, (1) month for pre-construction activities, (1) month for project close out, and (1) months for pre-construction utility coordination / support.

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Project Staff		U	PU																						
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Project Administrator (ETM)		0.35	0.35	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	0.80	13.9	2224.00
Inspection (ETM)				1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.50				16.5	2640.00
Senior Engineer		0.10	0.10																					0.2	32.00
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Note: Multiplier = FDOT Audited Field Overhead (1.8397) + Field Expenses (0.2831) + FCCM (0.00641) + the employee (1.0)								
Cost Plus Fee / Limiting Amount (Contract):								\$985,545.00

4. **ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT:** The County will furnish the following documents.
 1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Construction Contract, and
 4. Utility Agency’s Agreements, Specifications, and Approved Material List (if applicable).

COMBINED EVALUATION SUMMARY SHEET
(Submittal & Presentations)

St. Johns County, Florida
Board of County Commissioners

Date: April 20, 2023
23-49; CEJ Services for CR210 Between
CE Wilson Rd and Twin Creeks
RFQ: Development

Posted:

FIRM	EVALUATOR		EVALUATOR		EVALUATOR		EVALUATOR		TOTAL	RANK	COMMENTS
	Submittal	Interview	Submittal	Interview	Submittal	Interview	Submittal	Interview			
England-Thims & Miller, Inc.	73.00	20.00	69.00	17.00	66.00	19.00			264.00	1	
DRMP, Inc.	70.00	19.00	66.00	19.00	67.00	18.00			259.00	2	
RS&H, Inc.	73.00	17.00	59.00	15.00	69.00	16.00			249.00	3	

Did not attend shortlist interview

APPROVED: Purchasing Asst. Director *[Signature]* NAME: Jaime T. Locklear Date: 4/21/23
 County Engineer *[Signature]* NAME: Duane Kent Date: 4/24/23

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.

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

ST JOHNS COUNTY
APR 20 2023
PURCHASING



**EVALUATION SUMMARY SHEET
ST. JOHNS COUNTY, FLORIDA**

April 13, 2023
RFQ 23-49; CEI Services for CR 210 between
CE Wilson Rd & Twin Creeks Development

FIRM	EVALUATOR Doug Tarbox	EVALUATOR Robert Stagliano	EVALUATOR Eric Lanning	EVALUATOR Brian Kelsay	TOTAL	RANK	COMMENTS
DRMP, Inc.	70.0	66.0	67.0	71.0	274.0	2	
RS&H, Inc	73.0	59.0	69.0	69.0	270.0	3	
AE Engineering, Inc	67.0	58.0	66.0	74.0	265.0	4	
England-Thims & Miller, Inc	73.0	69.0	66.0	73.0	281.0	1	
G-A-I Consultants, Inc	69.0	70.0	60.0	66.0	265.0	4	

ST JOHNS COUNTY

APPROVED: Duane Kent, County Engineer

APPROVED: Jaime Locklear, Asst. Director, SJC Purchasing

Posted to Demandstar:

17 APR 2023

[Signature] 4/13/23
 [Signature] 4/14/2023

APR 13 2023
 PURCHASING

NOTE:

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

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 AND CONTRACTS AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.



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

**RFQ NO. 23-49
REQUEST FOR QUALIFICATIONS**

**CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES
FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS
DEVELOPMENT**

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

www.sjcfl.us/Purchasing/Index.aspx

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

PART I: INTRODUCTION

A. PURPOSE & INTENT

The purpose of this Request for Qualifications (RFQ) is to solicit Qualifications from Professional Engineer Firms in accordance with Florida Statutes § 287.055. The intent of the County is to select a Professional Engineer to provide CEI Services during the construction of the County Road 210 widening project 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 EST) on Thursday, March 30, 2023**. 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) EST on Thursday, March 16, 2023**. 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	March 2, 2023
Deadline for Questions	March 16, 2023
Issuance of Final Addendum	March 23, 2023
Deadline for Submittal of Qualifications	March 30, 2023
Evaluation of Qualifications Submittals & Shortlist	April 6, 2023
Interviews with Shortlisted Vendors	April 20, 2023
Presentation of Award Recommendation to SJC BOCC	June 6, 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.

Any and all issued Addenda must be included with all copies of each Respondent’s submitted Proposal. Failure to submit an issued addendum with the submitted Proposal may result in the Respondent being deemed non-responsive, and being removed from consideration for award. The County reserves the right to request from any Respondent, copies of any missing addenda.

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 Engineering 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. Engineering Firm shall require each of its subcontractors to provide the Engineering Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Engineering Firm shall maintain a copy of such affidavit for the duration of the awarded Agreement.
- b. The County, Engineering 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 Engineering Firm otherwise complied, shall promptly notify the Engineering Firm and the Engineering Firm shall immediately terminate the contract with the subcontractor.

- d. The County and the Engineering 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 Engineering Firm acknowledges that, in the event that the County terminates the awarded Contract for the Engineering Firm's breach of these provisions regarding employment eligibility, then the Engineering Firm may not be awarded a public contract for at least one (1) year after such termination. The Engineering Firm further acknowledges that the Engineering 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 Engineering 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.

PART II: SCOPE OF SERVICES

A. OBJECTIVE

The County's objective is to prequalify interested Consultants to provide CEI Services for the widening project on County Road 210 between CE Wilson Rd to the Twin Creeks Development in St. Johns County

B. PROJECT DESCRIPTION

This project will include providing professional engineering and inspection services for County Road 210 which serves as the major arterial for east and west traffic in the northern portion of St. Johns County and serves as a major collector connecting I-95 and US 1.

The scope of the services for this project shall include providing professional construction engineering and inspection for the current Capital Improvement Project for the widening of a portion of County Road 210 from two (2) lanes to six (6) lanes with a curbed median and the addition of a new signal at Badger Park. The project limits are just west of EW Pappy Road to the existing six (6) lane section of County Road 210 at the Twin Creeks Development

within existing County right-of-way; approximately 0.7 miles. The limits may expand to accommodate transitions or tying into existing facilities.

The roadway project is currently finalizing design with the anticipated advertisement for construction bids May 2023.

Services will include, but may not be limited to:

- Exercise independent and professional judgement in performing obligations and responsibilities under the Agreement.
- Represent the County in administering the Construction Contract.
- Administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions. Provide Florida Department of Transportation (FDOT) approved Construction Training Qualification Program (CTQP) qualified inspectors meeting the requirements of FDOT standard Scope of Services.
- Observe the Contractor's work to determine the progress and quality of work. When required, advise Contractor to remove and replace defective work that does not meet specifications, or is otherwise incorrect.
- Monitor contractor construction materials testing to insure that materials installed meet the requirements of the Contract Document. Using an International Municipal Signal Association (IMSA) Level II inspector for project is required.
- Respond to Contractor correspondence.
- Review claims and disputes and recommend necessary action.
- Review proposed change orders and recommend action to the County as to the necessity for such changes, including Contractor's substantiation of time, costs and revisions to contract documents.
- In coordination with County Personnel, meet with property owners and businesses to resolve complaints and issues relating to the projects construction activities.
- Review Contractor's requests for monthly progress payments and, if appropriate, recommend payment by the County. Adjust requests for monthly progress payments, as necessary, to align amount to pay requested with actual progress of construction satisfactorily performed.
- Review Contractor's schedule submittals and advise Contractor and County of schedule concerns.
- Monitor Contractor's preparation of as-built drawings during construction.
- Conduct a peer review of the County Road 210 plans.
- All other duties directed by the Project Management team.

PART III: RFQ SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting a 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 re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFQ process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All 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 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 requires the Respondent to be registered with the State of Florida Department of State, Division of Corporations, and registered with St. Johns County.
3. The Engineering Firm shall have successfully completed CEI Services of at least three (3) projects of similar in size, scope and complexity within the last five (5) consecutive years.
4. The Engineer of Record or any firm that is intending to participate in construction is not permitted to submit a proposal for this service.

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 an Engineering 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"x 11" 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) CEI projects 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: 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 sub consultants and ability to meet schedules in a timely manner.

Section 6: 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 7: 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;
- Attachment “J” – Local Preference
- 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. Proposed Design Schedule	0 - 5
5. Quality Control Methods	0 - 5
6. Local Preference	0 or 10
Total Points Possible per Evaluator:	85
1. Presentation (as needed, Shortlist Firms only)	20
Total Points Possible (Shortlist Firms only):	105

C. NEGOTIATIONS & AWARD

Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose. Upon evaluation and final ranking of Proposals, a Notice of Intent to Award will be issued, expressing the County's intent to negotiate and award a Contract.

It is the intent of the County to enter into negotiations with the top ranked Contractor(s) in each work category, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked Contractors. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be executed. If the County and the selected Respondents are unable to reach an agreement, the County shall cease negotiations with the top ranked Contractor in the applicable work category, and shall initiate negotiations with the next successively ranked firm with the intent of coming to an agreement. This process shall continue until such time as an agreement can be reached, or the County, in its sole discretion, determines that moving to a subsequent firm in the rankings does not serve the best interest of the County.

D. PROTEST PROCEDURES

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

PART V: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiate and issue a Professional Services Agreement, 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 Professional Services Agreement, 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 Professional Services 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 Engineering Firm, County Staff may review records of performance to ensure that the Engineering 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 an Engineering 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 Engineering Firm to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the Engineering 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 Engineering Firm fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance

The Engineering 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 Engineering 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 Engineering Firm or by anyone directly or indirectly employed by the Engineering Firm.

The Engineering 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 Engineering 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 Engineering 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 Engineering 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 Engineering 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 Engineering 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 Engineering Firm elects to sub-contract, any portion of the work, the Engineering 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 Engineering 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 Engineering 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 Engineering 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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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: _____

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

ATTACHMENT A

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Engineering Firm for CEI Services for the widening of County Road 210 Between CE Wilson Road and Twin Creeks Development.

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: _____
Name and Title of Officer

By: _____
Name and Title of Authorized Officer

As Notarized

By: _____

(Corporate Seal)

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

**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)

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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 CEI 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: _____

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

**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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

**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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT**

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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

ATTACHMENT G

CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ) Number/Description: RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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.

Respondents 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

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

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. 23-49 (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: _____

RFQ NO. 23-49; CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT

ATTACHMENT J

Respondents must complete and submit **Attachment J**, indicating whether or not the Respondent is submitting for consideration of Local Preference. Any Respondent that meets the criteria of a Local Business, in accordance with Section 16.3.1 of the SJC Purchasing Policy, must submit all documentation required to support consideration as Local Business, for the Respondent as well as any proposed sub-contractors who are submitted for consideration of Local Preference as specified on Attachment J.

Any Respondent submitting for consideration of Local Preference either through their own qualifications, or through that of proposed sub-contractors must also submit documentation to demonstrate that at least fifty percent (50%) of all Services shall be self-performed, or performed by sub-contractors that meet the criteria of a Local Business.

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

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

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

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

Respondent is not a Local Business as defined in Section 16.3.1, SJC Purchasing Policy _____

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

Signature – Authorized Representative

Printed Name & Title

Date of Signature

**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 23-49
RFQ TITLE:	CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES FOR COUNTY ROAD 210 BETWEEN CE WILSON ROAD AND TWIN CREEKS DEVELOPMENT
DUE DATE/TIME:	By 4:00 PM EST– March 30, 2023
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Division 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #1

March 10, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ 23-49; CEI Services for CR 210 between CE Wilson Rd and Twin Creeks Development

This Addendum #1 is issued to 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. Can vendors obtain a copy of the construction plans for CR 210 between CE Wilson Road and Twin Creeks Development to review in preparation of possibly submitting a proposal?

Answer: Draft plans have been placed on our FTP site and are located in the CR-210 Twin Creeks Folder

<https://ftp.sjcf.us>

User: engineering1anon

Password: engineering

2. Could the County please provide the current plans?

Answer: See above

3. Who will be on the review committee for this submittal?

Answer: St. Johns County does not disclose committee members. All correspondence must go through Purchasing. Any communication outside of Purchasing is grounds for disqualification.

4. For Section 6: Proposed Design Schedule, could the County clarify what information should be included as this is a CEI submittal?

Answer: We do not have a current construction schedule, we are seeking to have a CEI firm on-board to coincide with the bidding of the construction phase.

5. Could the County please provide the estimated construction and CEI cost for this project?

Answer: We currently have an Opinion of Probable Cost for construction around \$10M, CEI cost is to be negotiated with the selected firm.

6. Could the County please provide the estimated project duration for this project?

Answer: At this time we do not have a project duration, permitting and utility relocate timeframes are still being determined.

7. Could the County please clarify if the cover letter, TOC, resumes, forms and/or covers/tab count toward the 28-page limitation?

Answer: The cover letter, TOC, forms and/or covers/tabs DO NOT count toward the 28-page count limitation.

8. Can the County please verify what they are looking for on *Form D* Project Status Report? Is the intention to list current and completed projects with a certain time frame?

Answer: The intent of Attachment D is for the Respondent to provide the County with a list of projects they are currently working on now, a description of the project, what the original completion date was and what the final completion date was.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS:
THURSDAY, MARCH 30, 2023 AT 4:00 p.m. EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 1



St. Johns County Board of County Commissioners

Purchasing Division

ADDENDUM #2

March 17, 2023

To: Prospective Respondents
From: St. Johns County Purchasing Division
Subject: RFQ 23-49; CEI Services for CR 210 between CE Wilson Rd and Twin Creeks Development

This Addendum #2 is issued to 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. Are electronic signatures acceptable on the cover letter and forms?
Answer: Electronic signatures are acceptable as long as they are verified through a signature platform like DocuSign.
2. Page 9 of the RFP states "headings typewritten with no smaller than size 12 point font". Does all the text in the document need to be at least 12 pt. font, or just the headings?
Answer: The wording in the RFQ document does state that only the headings be typewritten with no smaller than size 12 point font, it does not state the font used in the rest of the document. However, St. Johns County recommends the font be large enough to be read easily.
3. On page 9 of the RFQ the County states "No member of an Engineering 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." Can a geotechnical/materials testing lab sub-consultant be listed on more than one response to this RFQ?
Answer: This requirement applies to Engineering Firms.
4. If the County does not have a current construction schedule for the project, are proposers still required to submit a draft schedule for Section 6?
Answer: The County has been given as estimate at twenty-four (24) for construction duration. Firm can submit a proposed schedule based on that timeframe.

**SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS:
THURSDAY, MARCH 30, 2023 AT 4:00 p.m. EST**

Respondent Acknowledgment

Signature

Printed Name/Title

Respondent Company Name

END OF ADDENDUM NO. 2