

RESOLUTION NO. 2024 - 417

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS WITH HARVARD JOLLY, INC. AS THE TOP RANKED SUPPLIER UNDER RFQ NO. 1900; DESIGN OF NEW LIBRARY AT NORTHEAST COMMUNITY PARK, UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE A CONTRACT FOR COMPLETION OF THE WORK.

RECITALS

WHEREAS, the Library at Northeast Community Park will feature 2,500 square feet of space for collections for children, teens, and adults, as well as multiple study rooms, meeting rooms, and community space; and

WHEREAS, the County issued RFQ NO: 1900; Design of New Library at Northeast Community Park to request qualifications from firms capable of providing professional architectural services, including design development, preparation of construction documents, bid assistance, construction administration, and post construction services; and

WHEREAS, through the County's formal RFQ process, Harvard Jolly, Inc. was identified as the highest ranked supplier through evaluation of submitted qualifications and subsequent presentations, in accordance with Section 287.055 Florida Statutes; and

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

WHEREAS, the project will be funded by St. Johns County Public Works Department.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with Harvard Jolly, Inc. as the top ranked supplier in order to come to agreement over terms and conditions. In the event an agreement cannot be reached, the County Administrator, or designee, is authorized to cease negotiations with the selected supplier and initiate negotiations with the next successively ranked supplier until an agreement can be reached, or it no longer serves the County's best interest to proceed.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to award and execute a contract with Harvard Jolly, Inc., or next successively ranked supplier, as applicable, to provide the services as provided in RFQ No. 1900, and as negotiated.

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

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 1st day of October, 2024.

Rendition Date OCT 07 2024

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By:  Sarah Arnold, 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: _____

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This Professional Services Agreement (hereafter "Agreement") is made this ____ day of _____, 2024 (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 Harvard Jolly, Inc. ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at: 2714 Dr. ML King Jr. Street North, St. Petersburg, FL 33704, Phone: 904-396-3300, and E-mail: marketing@harvardjolly.com, for RFQ NO: 1900; Design of New Library at Northeast Community Park, 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 collective documents which form the Contract, and shall govern completion of the Services. The Contract Documents hereby include the following:

- a) Fully Executed, Change Orders and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
 - i. Exhibit A – Scope and Cost Proposal dated August 2, 2024
 - ii. Exhibit B – Fee Schedule
- c) Request for Qualifications and all issued Addenda RFQ No. 1900
- d) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of this Agreement. In interpreting the Agreement and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above unless expressly stated to the contrary.

ARTICLE II AGREEMENT TERM

2.1 Term

This Agreement shall become effective upon the last date of execution by all parties and shall remain in effect for a of eight (8) calendar months ("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 renew this Agreement in whole or in part upon written Amendment.

2.2 Schedule

2.2.1 Consultant shall perform the Services within the time periods specified in Exhibit A. Consultant's Services for each Project, or portion thereof, shall commence upon receipt of a written Notice to Proceed from the County.

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

ARTICLE III DEFINITIONS

3.1 Definitions

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

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

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

3.1.3 Amendment: A document providing the written modification to a previously issued Contract, adding, revising,

replacing, or removing terms and conditions or provisions of the Contract.

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

3.1.5 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.

3.1.6 Compensation Method:

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

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

3.1.6.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit A (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 Subconsultant expenses must also comply with the requirements of this section.

3.1.7 Consultant: The Supplier with which the County is contracting to perform the Services in accordance with the Contract Documents.

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

3.1.9 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.

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

3.1.11 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.

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

3.1.13 Subcontractor: 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 Department requesting Services, 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

The County agrees to pay and Consultant agrees to accept as compensation for the satisfactory performance of the Services rendered pursuant to this Agreement, a not-to-exceed amount of seven hundred twenty-nine thousand seven hundred sixty dollars and zero cents (\$729,760.00). 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 A or as otherwise set forth in a mutually agreed Change Order or Amendment.

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

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

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

Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all work product and deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

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 Subconsultants.

5.4 Final Payment

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

5.5 Availability of Funds

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

ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY

6.1 Ownership of Work Product

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

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

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

6.2 Confidentiality

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's

prior written consent, unless required by a lawful order.

ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL

7.1 Authorized Representative

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

7.2 Personnel

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

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

ARTICLE VIII SUBCONTRACTORS

8.1 Subcontractors

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

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

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

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 TERMINATION

10.1 TERMINATION

10.1.1 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.

10.1.2 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 A for Services provided after termination.

10.1.3 The County may terminate this Agreement, in whole or in part, for cause (or "default"). In the event of 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 requirements of this Agreement. Consultant shall have ten (10) calendar days from receipt of the Notice of Default, or other timeframe as provided by the County, to cure the default or submit, in writing, an acceptable plan for curing the default identified in said notice. If Consultant fails to cure the default, or to submit an acceptable plan for curing the default, to the satisfaction of the County within the time period stated herein or as provided in the Notice of Default, the County shall issue a Notice of Termination. In such case, the Consultant may be liable to the County for all reasonable additional costs incurred by the County for completion of the Services.

10.1.4 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.

10.1.5 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.

10.1.6 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 XI WARRANTY, INDEMNITY, AND INFRINGEMENT

11.1 Warranty of Performance

11.1.1 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.

11.1.2 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.

11.1.3 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.

11.2 Indemnity

11.2.1 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.

11.2.2 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.

11.2.3 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, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

11.2.4 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.

11.2.5 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.

11.3 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 XII INSURANCE

12.1 Consultant’s Insurance Requirements

12.1.1 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 XII. 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 Subconsultants in connection with this Agreement.

12.1.2 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.

12.1.3 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 XII.

12.2 Additional Insured Endorsements and Certificate Holder

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

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

12.3 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 Subconsultant, 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 Subconsultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

12.4 Commercial General Liability

Consultant shall procure and maintain during the life of this Agreement, Commercial 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.

12.5 Automobile Liability

Consultant shall procure and maintain during the life of this Agreement, Commercial 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.

12.6 Professional Liability

12.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, each claim and aggregate. Consultant shall maintain Professional Liability for a period of four (4) years, or upon expiration/termination of Professional Liability coverage, shall obtain 4-year tail coverage with the same limits as provided herein. Consultant's professional liability policy must not have an exclusion for environmental compliance management or construction management professionals.

12.6.2 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.

12.7 Other Requirements

12.7.1 The required insurance limits identified in Sections 12.4 and 12.5, 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 subconsultant 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 subconsultant certificates of insurance.

12.7.2 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.

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

ARTICLE XIII GENERAL CONSIDERATIONS

13.1 Independent Contractor

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

13.2 Taxes

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

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

13.3 Publicity and Advertising

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

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

13.4 Examination of Consultant's Records

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

13.5 Governing Law & Venue

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

13.6 Arbitration

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

13.7 Disputes

13.7.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiations at the field level between the Project Managers of the Consultant and County, such dispute shall be promptly escalated to the Senior Representatives of the Parties, upon request of either party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such 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.

13.7.1.1 The Senior Representative for the County shall be the Director, or designee, of the County's Facilities Management Department.

13.7.1.2 The Senior Representative for the Consultant shall be the supervisor of the Project Manager, or a principal of the Consultant.

13.7.2 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.

13.7.3 Prior to filing a Contract Claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. Claims arising from this Contract shall be filed with the Purchasing Director within five (5) business days of exhausting all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing by both parties, the Consultant is required to proceed with performance of the Work and maintain effective progress to complete the Work within the Contract Time set forth herein. The Contract Claim shall include, at a minimum, the following:

- a) The name and address of the Consultant and any legal counsel; and
- b) The Consultant's address to which the County's rendered decisions shall be sent; and
- c) Identification, and a copy, of the final adverse decision or document that is the subject of the Contract Claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the Claim; and
- d) Identification of the administrative remedies provided for in the Contract that were pursued prior to the Claim and the outcome; and
- e) A statement of the grounds for each issue raised in the Contract Claim to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Consultant deems applicable to the Claim.

13.7.4 During the Purchasing Director's review of the Contract Claim, the Purchasing Director may request additional information from the project team of both parties. The parties must 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.

13.7.5 The Purchasing Director shall render a decision on the Contract Claim within twenty-one (21) calendar days of the deadline for receipt of all requested information. The written decision of the Purchasing Director shall be sent to the Consultant at the address provided in the Contract Claim, or as otherwise agreed to by the parties.

13.7.6 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 by the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a

right to appeal the rendered decision. The appeal shall include any and all information, documentation, and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, unless Consultant takes legal action in Circuit Court.

13.8 Assignment and Arrears

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

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

13.9 Severability

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

13.10 Section Headings

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

13.11 Disclaimer of Third-Party Beneficiaries

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

13.12 No Waiver; Course of Dealing

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

13.13 No Waiver of Sovereign Immunity

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

13.14 Conflict of Interest

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the

Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Consultant under the terms of this Agreement.

13.15 Execution in Counterparts

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

13.16 Entire Agreement

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

13.17 Modifications, Amendments, Waivers and Extensions

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

13.18 Survival

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

13.19 Convicted and Discriminatory Vendor Lists

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

13.20 Scrutinized Companies Lists

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

13.21 Anti-Bribery

Consultant and its Subconsultants shall at all times during the term of this Agreement comply with all anti-bribery and corruption laws that are applicable to the performance of this Agreement. Consultant represents that it has not, directly or indirectly, taken any action which would cause it to be in violation of Chapter 838 of the Florida Statutes. Consultant shall

immediately notify the County of any violation (or alleged violation) of this provision.

13.22 Compliance with Florida Statute 287.138

Pursuant to 287.138 F.S., effective July 1, 2023, the County may not enter into contracts which grants the Consultant access to personal identifiable information if: 1) the Consultant is 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 Consultant 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 Agreement with liability to ensure the County's continued compliance with the statute.

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

13.23 Equal Employment Opportunity

During the performance of this Agreement, Consultant agrees as follows:

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, disability, age, sex (including sexual orientation and gender identity/expression), national origin (including limited English proficiency), marital status, or familial status. Consultant will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, genetic information or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

Consultant will, in all solicitations or advertisements for employees placed for, by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression, familial status, or genetic information.

Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

Consultant will send to each labor union or representatives of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided by the County, advising the labor union or workers' representative of Consultant's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and Consultant may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Consultant will include the provisions of paragraphs 13.32.1 through 13.32.2 in every subconsultant or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. Consultant will take such action with respect to any subconsultant or vendor as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interest of the United States.

13.24 Employment Eligibility and Mandatory Use of E-Verify

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

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

b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. 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.

13.25 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 Subconsultants.

13.26 Drug Free Workplace

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

13.27 Public Records

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

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the

cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, PUBLICRECORDS@SJCFL.US, 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084

13.28 Enforcement Costs

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

13.29 Contingency Fee

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

13.30 Written Notice

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

- i. Hand delivered to Consultant's Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail, electronic 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

Harvard Jolly, Inc.
2714 Dr. ML King Jr. Street North
St. Petersburg, FL 33704
Attn: Ward Friszolowski

Email Address: ldaniels@sjcfl.us

Email Address: W.Friszolowski@harvardjolly.com

With a copy to:

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

Notices shall be deemed to have been given within five (5) calendar days of the date of mailing to the location or email address listed above without regard to actual receipt by the named addressee. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

13.31 Non-Exclusive Right

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

13.32 Truth-In-Negotiation Representation

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

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

County

St. Johns County (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

Leigh A. Daniels, CPPB
(Printed Name)

Purchasing Manager
(Title)

(Date of Execution)

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

Harvard Jolly, Inc. (Seal)
(Typed Name)

By: _____
(Signature of Authorized Representative)

(Printed Name)

(Title)

(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**"):

None

Signed this __ day of _____, 20__

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.

HARVARD • JOLLY | PBK

6196 Lake Gray Blvd., Suite 105
Jacksonville, FL 32244
Phone: 904-396-3300
HarvardJolly.com

August 5, 2024

VIA: EMAIL

Mr. Greg Lulkoski
Procurement Coordinator
Purchasing Division
St. John's County Board of County Commissioners
500 San Sebastian View
St. Augustine, FL 32084

**RE: Design of New Library at Northeast Community Park
St. John's County Board of County Commissioners**

Dear Mr. Lulkoski:

Thank you for allowing Harvard Jolly PBK the opportunity to submit this proposal to provide architectural and engineering services for the New Library at Northeast Community Park for the St. John's County Board of County Commissioners.

SCOPE OF WORK

The following is our understanding of the scope of work for this project:

1. Design of a new 25,000 SF building, which houses a 20,000 SF library and a 5,000 SF community center space at the Northeast Community Park located at Diego Plains Road.
2. The aesthetic of the facility design needs to complement the design of the structures and facilities of the surrounding regional park, while maintaining the function of a library facility and community center to appropriately merge the two components of the property. The elevations of the proposed park facilities from the 60% design documents by the park architect have been provided by the County.
3. The County's objective is to have a complete design of the library within eight (8) months of the Notice to Proceed.
4. Harvard Jolly PBK must coordinate the design effort to include input and recommendations from both the County and the County's CMAR to maximize the constructability of the final design, and to incorporate the most cost-effective and functional design components given the location, population, needs of the County as well as the target customer base.

SCOPE OF SERVICES

The project scope shall include Programming, Architecture, Interior Design, Structural Engineering, Mechanical/Electrical/Plumbing Engineering, and Fire Protection Design Criteria.

Programming: Through discussion with the County's Project Manager and the User Group, Harvard Jolly PBK will develop a Building Program for the project consisting of a list of spaces to be included in the building and their sizes.

Geotechnical Investigation: Although the County has provided a geotechnical report from the park project, additional borings are recommended within the building footprint by Harvard Jolly PBK's Structural Engineer. Scope includes six (6) SPT borings, analysis of the findings, foundation recommendations, and a final Geotechnical Report.

Schematic Design: Harvard Jolly PBK shall produce a Schematic Design (SD) package including a conceptual site plan of the area directly adjacent to the building, a floor plan, building elevations and renderings.

Design Development: Harvard Jolly PBK shall produce a Design Development (DD) package upon approval of the Schematic Design documents. The DD package shall include Design Development drawings and draft specifications per AIA guidelines.

Construction Documentation: Harvard Jolly PBK shall produce Construction Documents and specifications suitable for bidding, permitting and construction.

Bidding and Permitting: Harvard Jolly PBK will assist St. John's County and the County's CMAR in obtaining a building permit. Harvard Jolly PBK will attend a pre-bid conference if requested by the County and CMAR and respond to questions from the CMAR and their subcontractors.

Construction Administration: The project will be administered in accordance with the Construction Documents and construction activities of the County's CMAR. Field visits will be documented, and Observations Reports will be executed throughout the construction period by Harvard Jolly PBK field representatives. Additionally, Harvard Jolly PBK representatives will attend construction progress meetings twice per month and communicate regularly with the County's CMAR on behalf of St. John's County to answer questions and review submittals and shop drawings. Nearing completion of the work, Harvard Jolly PBK will work with the County's CMAR to develop a punch list and establish the date of Substantial Completion and Final Completion. Construction Duration is anticipated to be fourteen (14) months to reach Substantial Completion and one (1) month to reach Final Completion. If construction lasts longer than fifteen (15) months, the fee for Construction Administration will be increased proportionately.

Project Close-Out: Project close-out documents prepared by the County's CMAR will be reviewed, including Operation and Maintenance Manuals (warranties, operating instructions, etc.), certificate of inspection and bonds, documentation required with application of final payment, record drawings, etc.

Warranty: Harvard Jolly PBK will complete a One Year Warranty Review, coordinate any items reported with the County's CMAR and will verify that the repair work has been accomplished.

ASSUMPTIONS

1. Civil Engineering and Landscape Architecture are by others (O Sports).
2. Site Planning shall be limited to Architectural design of the hatched area indicated in O Sports Site Plan included in this proposal, as well as a monument sign. Harvard Jolly PBK and our consultants will coordinate parking count, ADA accessibility to the building, and fixture counts for sizing utilities with O Sports; however, ultimately O Sports will be responsible for site parking, hardscape, accessibility, utility design, landscape and irrigation.
3. O Sports shall provide the finished floor elevation.
4. Site electrical scope shall be limited to those items being fed from the building's power, such as lighting for the monument sign and/or flagpole lighting. Site lighting shall be provided by O Sports.
5. Audiovisual, security systems, data, and low voltage systems design shall be provided by the County's vendor. Harvard Jolly PBK's scope for these systems shall be limited to providing power and conduit to support these systems. Owner's vendor shall provide plans locating audiovisual equipment, cameras, door access control, speakers/PA system, servers, etc. for

coordination with Harvard Jolly PBK documents prior to the start of the Construction Documents phase.

6. If additional scope is added to the project, changes will be incorporated into the contract by use of a Change Order that is negotiated and mutually agreed upon, based on the labor rates provided in – Exhibit B Fee Schedule.
7. Furniture selection and specification is by the County's vendor. Harvard Jolly PBK will show an initial furniture layout. County's furniture vendor shall be responsible for providing a final furniture layout showing requirements for power and data (hard wired or plug-in) based on selected pieces for coordination with our power and data design prior to the beginning of the Construction Documents phase.
8. The building will not be certified through LEED, Green Globes, or other green building rating systems and is not required to be designed to any green building standards.
9. Design of a photovoltaic system is not included.
10. Public Engagement shall be limited to Harvard Jolly PBK's participation in one (1) public meeting. Format of the meeting will be educational/presentation update on the project.
11. Renderings shall be limited to two (2) exterior views and a colorized floor plan.
12. Cost estimating services shall include reviewing cost estimates developed by the County's CMAR.

COMPENSATION

Schematic Design (Architecture, Interior Design, Structural & MEP/FP Engineering)	\$138,820
Design Development (Architecture, Interior Design, Structural & MEP/FP Engineering)	\$139,680
Construction Documents (Architecture, Interior Design, Structural & MEP/FP Engineering)	\$244,880
Bidding and Permitting (Architecture, Interior Design, Structural & MEP/FP Engineering)	\$34,580
Construction Administration (Architecture, Interior Design, Structural & MEP/FP Engineering)	\$139,320
Programming	\$12,280
Geotechnical Investigation	\$6,250
Renderings (2 exterior views and colorized floor plan)	\$6,000
Site Design Coordination (Architectural Design of limited area depicted in O Sports Site Plan included with proposal, and coordination with O Sports)	\$7,950
<hr/> Total	<hr/> \$729,760

REIMBURSABLE EXPENSES

Mr. Greg Lulkoski
August 5, 2024
Page 4

Reimbursable expenses are included in the fees above.

ADDITIONAL SERVICE FEES

Additional Services will not be undertaken without prior written authorization by the Owner.

SCHEDULE

Harvard Jolly PBK understands that the County would like to complete the design process within 8 months of Notice to Proceed. Upon authorization, we anticipate the following schedule assuming timely approvals of deliverable packages. Subsequent phases will not be undertaken until approval is given by the County on the previous phase and the CMAR provides pricing confirming the project is on budget.

Programming 2 weeks
Owner Approval/CM Pricing 1 week
Schematic Design 5 weeks
Owner Approval/CM Pricing 1 week
Design Development* 2 months
Owner Approval/CM Pricing 1 week
75% Construction Documents 2 months
Owner Approval/CM Pricing 2 weeks
100% Construction Documents 1 month
Contingency 1 month

*Includes an early package with electrical load requirements, domestic water service requirements, sanitary requirements (based on plumbing fixture count), and HVAC equipment schedules/specifications within 90 days from the Notice to Proceed for the County's coordination with O Sports.

Attached to this proposal also find a matrix showing breakdown of our fees along with labor rates.

All of us at Harvard Jolly PBK would like to thank you for this opportunity to work with St. John's County again on this exciting project. If you have any questions, please do not hesitate to give me a call.

Sincerely,



Digitally signed by
Dattatraya Sonavadekar
Date: 2024.08.05
09:59:49 -04'00'

Dattatraya Sonavadekar
Vice President | Director | Jacksonville
Harvard Jolly PBK

cc: *Ward Friszolowski*
Amy Bradlow
Tina Rodriguez

Mr. Greg Lulkoski
August 5, 2024
Page 5

O Sports Site Plan (NTS)
Harvard Jolly PBK shall be responsible for Architectural design of the area highlighted in red.

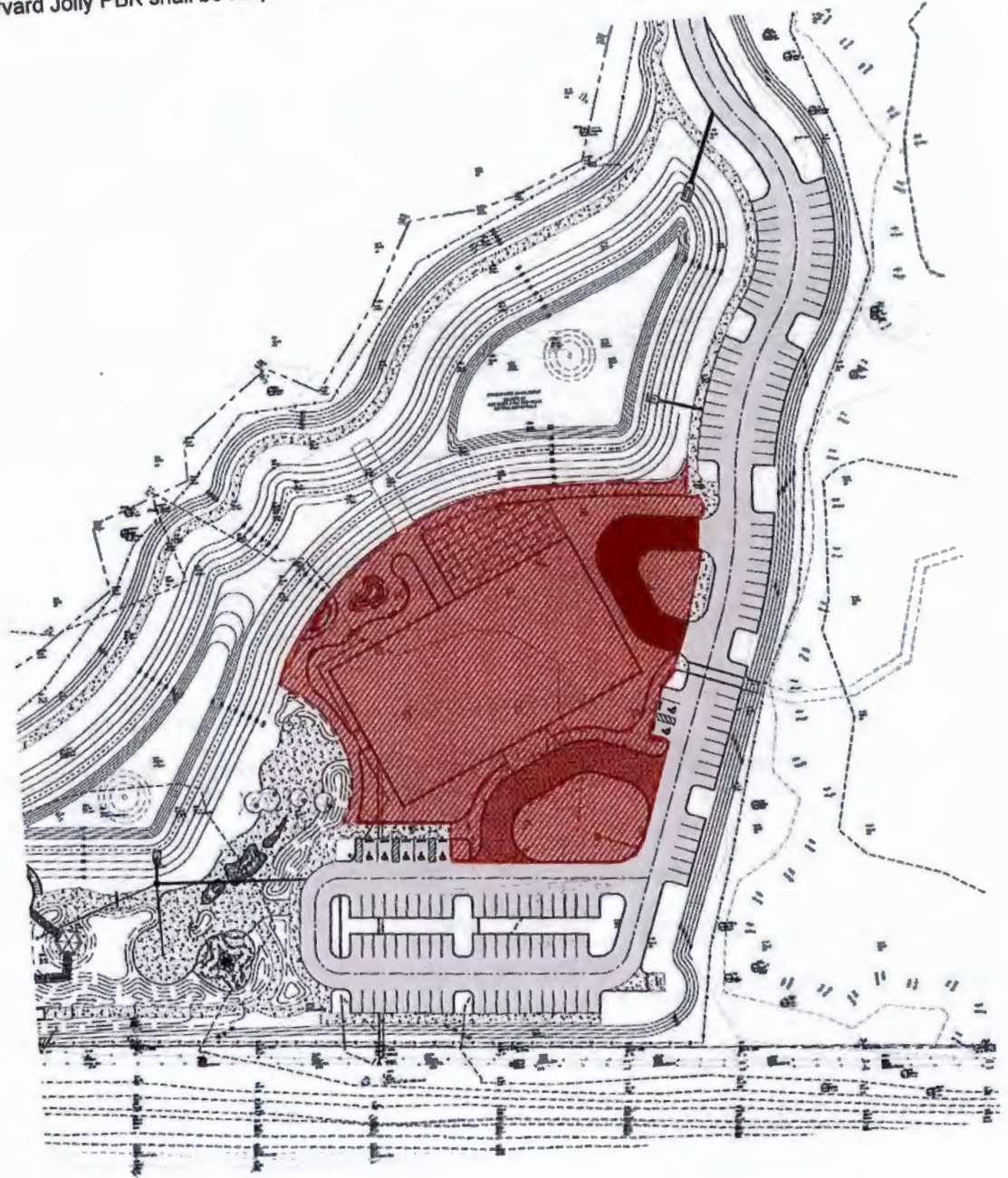


EXHIBIT B - FEE SCHEDULE
 ST. JOHN'S COUNTY
 NORTHEAST PARK LIBRARY COMMUNITY CENTER
 8/2/2024

I. Architectural/Interiors Staff Hours Estimate: All Tasks

Direct Labor Rates Classifications	Principal	Project Manager	Project Architect	Interior Designer	Production	Construction Administrator	Admin	Total Hours	Labor Cost
Billing Rate	\$215	\$190	\$150	\$140	\$100	\$140	\$90		
TASK									
1 Programming	8	24	40					72	\$12,280
2 Schematic Design	24	170	250		350		4	798	\$110,320
3 Design Development	24	100	200	72	250		16	662	\$90,680
4 Construction Documents	16	200	300	100	650		16	1282	\$166,880
5 Bidding and Permitting	4	40	60	8	48	8	22	190	\$26,480
6 Construction Administration	16	64	80	48	40	400	80	728	\$101,520
7 Geotechnical Investigation			4					4	\$600
8 Renderings					60			60	\$6,000
9 Site Design Coordination	2	8	24		24			58	\$7,950
Total Hours	94	606	958	228	1422	408	138	3854	
Total Fee	\$20,210	\$115,140	\$143,700	\$31,920	\$142,200	\$57,120	\$12,420		\$522,710

II. Fee Calculation

TASK	Architecture	Sub-consultants	Total Cost
1 Programming	\$12,280	\$0	\$12,280
2 Schematic Design	\$110,320	\$28,500	\$138,820
3 Design Development	\$90,680	\$49,000	\$139,680
4 Construction Documents	\$166,880	\$78,000	\$244,880
5 Bidding and Permitting	\$26,480	\$8,100	\$34,580
6 Construction Administration	\$101,520	\$37,800	\$139,320
7 Geotechnical Investigation	\$600	\$5,650	\$6,250
8 Renderings	\$6,000	\$0	\$6,000
9 Site Design Coordination	\$7,950	\$0	\$7,950
Total	\$522,710	\$207,050	\$729,760

Subconsultant Fees		
S/MEP/FP	IMEG	\$201,400
Geotechnical	ECS	\$5,650
Total		\$207,050

III. Fee Limit

Total Lump Sum Fee	\$729,760
Expenses	\$0
Total	\$729,760



NOTICE OF INTENT TO AWARD

July 15, 2024

RFQ No: 1900; Design of New Library at Northeast Community Park

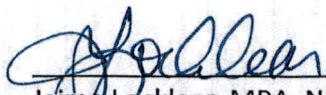
St. Johns County hereby issues this Notice of Intent to Award a contract, upon successful negotiations, with Harvard Jolly, Inc., as the highest ranked firm, based upon evaluation of submitted Qualifications and subsequent presentations under RFQ 1900.

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 Director of Purchasing & Contracts. The Protest must be made in writing and filed by 4:00PM on the fifth business day following the date of the posting of the Notice of Intent to Award, and must be submitted in accordance with Section 13, SJC Purchasing Policy.

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

Please forward all correspondence, requests or inquiries directly to Greg Lulkoski, Procurement Coordinator, via email at glulkoski@sjcfl.us or phone at 904-209-0156.

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



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

Date: 7/15/24



EVALUATION SUMMARY SHEET - SHORTLIST PRESENTATIONS
ST. JOHNS COUNTY, FLORIDA

Date: July 11, 2024
RFP No: 1900; Design of New Library at Northeast Community Park

FIRM	Qualifications Total Score	EVALUATOR Debra Rhodes Gibson	EVALUATOR Dan Whitcraft	EVALUATOR Andrea Metzke	EVALUATOR Cass Hurst	EVALUATOR Joe Bass	EVALUATOR Brad Guagliardo	TOTAL	RANK	COMMENTS
Harvard Jolly, Inc.	473	40	39	39	40	38	40	708	1	
HBM Architects, LLC	488	35	35	37	30	35	30	808	2	

APPROVED: R. Duane Kenil, P.E., County Engineer

R. Duane Kenil 7/11/24

APPROVED: Jaime T. Locklear, Director

Jaime T. Locklear 7/11/24

Posted to Demander: 07-15-24

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. ALL RECORDS SHALL BECOME AVAILABLE FOR INSPECTION AND COPYING PURSUANT TO CHAPTER 119, F.S.
ANY ACTUAL BIDDER, PROPOSER, SUPPLIER, OR RESPONDENT WHO IS AGGRIEVED IN CONNECTION WITH A 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 WITH THE PURCHASING DIRECTOR AS PROVIDED IN SECTION 13 OF THE SJC PURCHASING POLICY.

HARVARD • JOLLY | PBK



HARVARD JOLLY | PBK

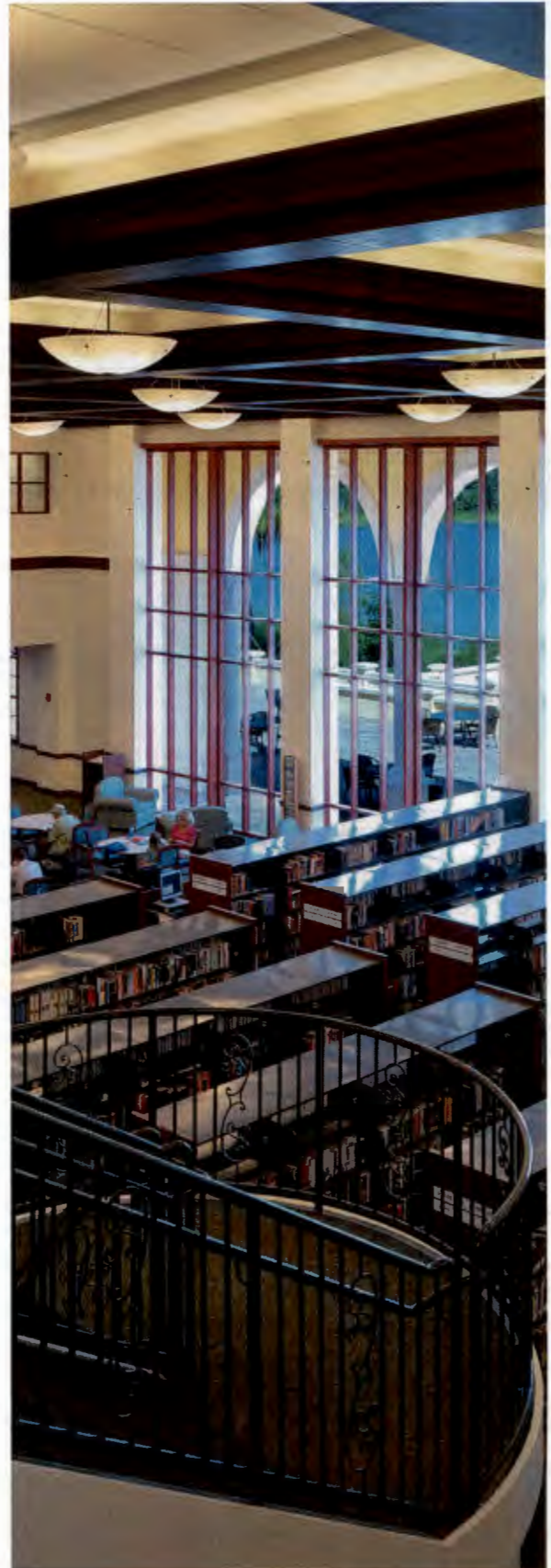
ST. JOHNS COUNTY - NEW LIBRARY AT NORTHEAST COMMUNITY PARK

RFQ NO. 1900 • JUNE 20, 2024

HARVARDJOLLY.com

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RFQ NO: 1900; Design of New Library at Northeast Community Park

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

FULL LEGAL NAME OF RESPONDENT: Harvard Jolly, Inc. dba Harvard Jolly | PBK

MAILING ADDRESS: 6196 Lake Gray Blvd, Jacksonville, FL 32244

RFQ POINT OF CONTACT NAME & TITLE: Dattatraya Sonavadekar, Principal

RFQ POC EMAIL ADDRESS: marketing@harvardjolly.com

RFQ POC PHONE NUMBER: 904.396.3300 ext.1001

POC FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: marketing@harvardjolly.com

POC FOR INVITATION TO PAYMENTWORKS

EMAIL ADDRESS: accounting@harvardjolly.com

DATE OF SUBMITTAL: June 20, 2024

Greg Lulkoski
Procurement Coordinator
SJC Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

RE: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
RFQ NO.: 1900

Dear Members of the Selection Committee:

Harvard Jolly | PBK is pleased to present our firm's qualifications to provide architectural services to St. Johns County Board of Commissioners for the Design of a new library at Northeast Community Park. We enjoyed working with St. Johns County on previous contracts, most recently to design the Mill Creek Library, despite that project not moving forward. We are now looking at this new opportunity to once again showcase our thoughtful design approach and years of experience. Furthermore, our familiarity with the area stems from our design of the Palm Valley Academy, staying true to the area's aesthetic and community considerations.

A few highlights of our qualifications include:

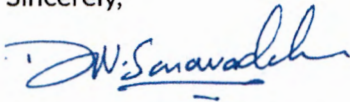
LIBRARY EXPERTISE | Having completed over 100 libraries, Harvard Jolly | PBK has a proven track record in the planning and design of libraries. From planning and programming to the final design, our team is on the forefront of today's trends. The team we have assembled for this project is active in the Florida Library Association and American Library Association. We know the latest trends in libraries and how to design a building with the flexibility to accommodate future changes.

SUSTAINABLE DESIGN LEADERSHIP | Harvard Jolly | PBK has practiced sustainable design for decades and employs many LEED Accredited Professionals. Our team has designed more than 20 LEED certified projects, some of which include our Sarasota County Gulf Gate Library and Broward College South Regional Library, which were both recognized for their excellence in sustainable design. We have also designed hundreds of thousands of square feet utilizing Green Globes sustainability guidelines.

ON TIME AND WITHIN BUDGET | Our team has a unique process that allows us to deliver "best of both worlds" results for our clients. Our process, known as Value Design, is a proactive method of Value Engineering. We implement Value Design early in the design stages when we have the most impact on the budget, as opposed to the bidding stage. We believe that our Value Design process delivers better and more cost-effective projects by being proactive rather than reactive. HJ | PBK has experience with the County's Construction Manager, and other Construction Manager's in developing early release packages to expedite construction schedule.

Thank you for your consideration of Harvard Jolly | PBK. We look forward to demonstrating our team's capabilities and continuing to build a strong, productive and mutually beneficial relationship with St. Johns County.

Sincerely,



Dattatraya Sonavadekar

HISTORY OF FIRM

Harvard Jolly | PBK has 86 years of design experience working with counties across the state. We've designed new libraries and community-use facilities for clients across Florida over the last several decades. Our knowledge of county and community projects isn't limited to new structures; we've also performed replacements, renovations, additions, structure remodeling as well as master planning.

Harvard Jolly | PBK is consistently ranked among the top design firms in the Southeastern United States by South Florida Business Journal, Building Design and Construction and numerous other regional publications. The firm's projects have received awards throughout its history, with two winning the American Institute of Architect's 25-Year Test of Time Award.

Our history has been one of progressive, stable management and measured growth. The company's structure and philosophy encourages the development of our most important asset, our professional staff. The longevity of our staff has proven the success of this philosophy.

Harvard Jolly | PBK is a relationship driven business and more than 85% of our design experience is with repeat clients. This is testimony to the dedication of a professional team which includes Registered Architects, Graduate Interns, LEED accredited Professionals, Interior Designers, Field Representatives and a Professional Support Staff of over 100 employees.

Every commission is organized under the guidance of a principal to assure continuity from programming through construction completion. Our staff possesses the qualifications, expertise and experience to produce projects that are both aesthetically pleasing and compatible with budget requirements. In addition, HJ | PBK is committed to incorporating sustainable design principles into each project and has designed more than 150 projects to meet varying levels of sustainable building certifications.

HARVARD JOLLY | PBK AT-A-GLANCE

Harvard Jolly | PBK has 100+ staff located in seven offices and is a corporation organized under the laws of the State of Florida since March 15, 1972.

OFFICE LOCATIONS

Jacksonville
West Palm Beach
St. Petersburg
Tampa
Ft. Myers
Sarasota
Orlando

SERVICES

Master Planning
Architecture
Building Envelope
Environmental Graphics
Interior Design
Programming
Sustainable Design
3-D Rendering
Building Information Modeling







WARD FRISZOLOWSKI, AIA
PRESIDENT



DATTA SONAVADEKAR
PROJECT MANAGER/
CONSTRUCTION
ADMINISTRATOR



AMY WEBER BRADLOW
AIA, LEED GA
LIBRARY DESIGNER/
PROGRAMMER



WINOLA DAVIDSON,
IIDA, LEED AP
INTERIOR DESIGNER

CONSULTANT



MECHANICAL ENGINEERING
ELECTRICAL ENGINEERING
STRUCTURAL ENGINEERING
ACOUSTICAL CONSULTING
SECURITY CONSULTING
IT & AV CONSULTING



(IF REQUIRED)

CIVIL ENGINEERING
LANDSCAPE

Geotechnical services will be selected based on the Geotechnical Engineer currently working with the developer.

Ward has been instrumental in the design of over 30 libraries throughout Florida. As the Principal-in-Charge, he will consult with all stakeholders to establish an attractive design that will be a focal point and gathering place for the community. He is a member of the American Library Association, Florida Library Association, and the National Trust for Historic Preservation.



WARD FRISZOLOWSKI, AIA
PRESIDENT

- Robert W. Saunders Sr. Public Library
- Oldsmar Public Library
- Zephyrhills Public Library
- Countryside Branch Library
- Fort Myers Beach Public Library
- Town 'N Country Commons
- Sarasota County Gulf Gate Library

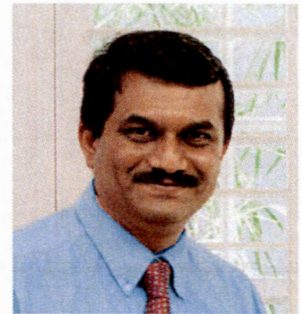
- Spanish River Library and Community Center
- Broward County South Regional/Broward College Library
- Hillsborough County Library Renovations
- Hillsborough County University Area Community Library
- Leesburg Public Library

YEARS OF EXPERIENCE
Joined Harvard Jolly in 1988
Years with Other Firms: 7

EDUCATION
Bachelor of Architecture
University of Texas at Austin

REGISTRATIONS
Florida Registered Architect
#13140

Datta has experience on numerous library projects. As Project Manager he will serve as the key individual in charge of the design and permitting process and will ensure the project is designed and built according to your stated requirements. Datta will be your day-to-day contact and will be responsible for budget and schedule management. Datta will work with St. Johns County to develop a planning solution which results in the most efficient use of space and responds to the stated functional, efficiency and user requirements.



DATTATRAYA SONAVADEKAR
PROJECT MANAGER / CONSTRUCTION ADMINISTRATOR

- St. Johns River State Orange Park College Library Renovation & Addition
- Pine Island Academy
- University of North Florida - Biological Sciences Building
- Palm Valley Academy

- St. John's County Mill Creek Library
- St. John's County Library at World Golf Hall of Fame study

YEARS of EXPERIENCE
Joined Harvard Jolly in 2008
Years with Other Firms: 18

EDUCATION
Master of Architecture,
Texas A&M University

Bachelor of Architecture,
University of Bombay, India

Amy has worked for Harvard Jolly | PBK since 2007. As Civic Market Leader, she has been instrumental in the design of over a dozen libraries throughout Florida. As the Library Designer, she will consult with all stakeholders to create a design that will be a focal point and gathering place for the community.

Amy is also is a member of Florida Library Association and has done numerous presentations on library design for the Florida Library Association, local chapter of the American Institute of Architects, and EdSpaces.



AMY WEBER BRADLOW, AIA LEED GA
LIBRARY DESIGNER/ PROGRAMMER

- City of Zephyrhills Public Library
- Hillsborough County Robert W. Saunders Public Library
- Sarasota County Gulf Gate Library
- City of Clearwater Main Library
- University Area Partnership Library
- Charlotte County Library
- City of Gulfport Community Center
- St. John's County Mill Creek Library
- Punta Gorda Charlotte Library
- City of Treasure Island Community Center Space Needs Analysis
- Marion County Freedom Library Expansion
- Fort Myers Beach Public Library
- Hillsborough County Brandon Library
- City of Clearwater Countryside Library
- YMCA Partnership School of St. Petersburg

YEARS OF EXPERIENCE
Joined Harvard Jolly in 2007
Years with Other Firms: 0

EDUCATION
University of Miami
Bachelor of Architecture

REGISTRATIONS
Florida Registered Architect
#96872

Nola has been with Harvard Jolly for 18 years. As one of the firm's prominent Interior Designers, her talents and abilities have produced innovative interior design solutions for our most important higher education projects. The services she provides include programming design analysis, space planning, conceptual design, color palette selections, design details and coordination of furniture selections. Nola has extensive experience in enhancing the function, safety and aesthetics of interior spaces for a variety of building types.



WINOLA DAVIDSON, IIDA, LEED AP
INTERIOR DESIGNER

- Fort Myers Library Renovation and Addition
- Town 'N Country Commons Regional Community Center & Library
- Sarasota County Selby Library Interior Furnishings
- Sarasota County - Gulf Gate Library
- Sarasota County Osprey Library Interiors
- Seminole State College of Florida/University of Central Florida - Wayne M. Densch Partnership Center
- Broward College South Regional Library & Learning Center
- Florida Gateway College Wilson S. Rivers Library and Media Center
- Loretta Ingraham Community Center Improvements

YEARS OF EXPERIENCE
Joined Harvard Jolly in 2002
Years with Other Firms: 0

EDUCATION
Bachelor of Design
University of Florida

REGISTRATIONS
Florida Registered
Interior Designer #ID5086



Thomas specializes in HVAC and plumbing systems for a wide range of building projects including commercial, educational, healthcare, residential, and industrial facilities. His past experience includes work with the U.S. Department of Defense, U.S. Department of Veteran Affairs, and the Horry County School System



THOMAS FUGARD, PE, LEED AP BD+C
MECHANICAL ENGINEER

- St. Johns River State College, Library Renovation
- St. Johns County Library, 20,000-sf Single-story Library Building
- New Berlin Library, New 40,000-sf, Single-story Library
- Pensacola Courthouse
- City of Jacksonville, Fire Station 76

- University of North Florida, Data Center HVAC Replacement
- Duval County Public Schools, Highlands Elementary School
- GSA Orlando Courthouse, Annex Space Reduction

YEARS OF EXPERIENCE
Years with IMEG: 8
Years with Other Firms: 5

EDUCATION
University of Miami, BS
Mechanical Engineering

REGISTRATIONS
Florida Prof. Engineer
#82121



Tim has a broad range of experience that includes the commercial, industrial, utility, governmental, and residential sectors. He has collaborated with the entire design and construction teams on numerous new design, renovation, and repair projects to help realize the vision of the Owner. Through his experience with steel, wood, concrete, masonry, and other structural systems, Tim has been able to help provide cost conscience designs to help the entire team achieve budgetary goals.



TIMOTHY MOORE, PE, SE, LEED AP
SENIOR STRUCTURAL ENGINEER

- New Berlin / Ocean Way Regional Library
- Dixie County Middle High School
- Global Outreach Center Academy – Regency Mall
- Jacksonville University, Botts Hall Renovation
- Jacksonville University, McGehee Hall Renovation

- Jacksonville University, Williams Hall Renovation
- University of North Florida, Andrew A. Robinson Jr. Theatre Building Renovation,
- University of North Florida, Coggin College of Business Phase II
- Flagler College Masonic Building Renovation

YEARS OF EXPERIENCE
Years with IMEG: 9
Years with Other Firms: 10

EDUCATION
Penn. State University,
Integrated Masters/ Bachelor
of Architectural Engineering
– Structures Option

REGISTRATIONS
Florida Prof. Engineer
#80678



Tom is experienced in the design of power distribution, UPS and diesel generator emergency power systems, lighting applications, fire alarm, security, and lightning protection systems. He has worked on commercial, educational, retail, industrial, medical/research, institutional, and governmental facilities.

THOMAS NIELSEN, PE, LEED AP
SENIOR ELECTRICAL ENGINEER

- University Park Library
- Sea Grove Library
- Doctor’s Inlet Elementary
- Queen of Peace - Fine Arts Building
- Kennedy Community Center
- Lakeside Elementary School

- North Shore K-8 School
- Riverside (Lee) High School (LEED Certified)
- Bluford Library - NC A&T State University, Greensboro, NC
- Davidson Towne Library, Davidson, NC

YEARS OF EXPERIENCE
Years with IMEG: 25
Years with Other Firms: 15

EDUCATION
Georgia Institute of Technology, BS
Electrical Engineering

REGISTRATIONS
Florida Prof. Engineer
#53492



David brings more than 37 years of experience in audio visual and acoustic designs. His project experience includes theatrical and fine arts centers, large athletic facilities, medical and MRI vibration control, industrial, commercial, educational, religious, outdoor entertainment spaces, and broadcast and corporate conferencing. David's experience also includes live sound work for nationally recognized performers, and his recent efforts include a patent development project

DAVID WRIGHT
SENIOR ACOUSTICS AND AV TECHNOLOGY SYSTEMS SPECIALIST

- Anderson University, Performance Hall and Galleries, Acoustics Specialist
- Ball State University, New Emens Auditorium and Expansion and Renovation - AV and Acoustics
- Butler University, College of Education Renovation - Acoustics

- University of Chicago, Renovation in GCIS for New Sarah King Laser Lab
- University of Cincinnati, Historic Health Professions Building Renovation
- Washington University, New Danforth Campus Arts and Sciences Building

YEARS OF EXPERIENCE
Years with IMEG: 9
Years with Other Firms: 28

EDUCATION
Indiana University - Bloomington, BA
Audio Engineering ILP



Daniel Young has over 19 years' experience in civil engineering design, management, and operations. His experience and role responsibilities have included site and roadway design, wastewater collection and water & fire distribution modeling and design, utility design and permitting, and project management. Daniel is well versed in working with Environmental and Regulatory Permitting agencies such as the Florida Department of Transportation, Florida Department of Environmental Protection (FDEP), Florida's Water Management Districts, County and City governments, the, and the Army Corps of Engineers.



DANIEL YOUNG, PE, LEED AP
VICE PRESIDENT INFRASTRUCTURE FLORIDA

- Cone Park Library Addition
- St. Johns County Four Parks Master Plan
- Legacy Park Master Plan + Community Center
- Oak Hall School Performing Arts Center
- Kanapaha Park Community Center

- Boys And Girls Club Of Alachua County
- Urban Trails Master Plan
- Cofrin Park Master Plan
- Uf Norman Hall Renovations
- Pace Center For Girls Addition

YEARS OF EXPERIENCE
Years of Experience: 19

EDUCATION
Bachelor of Science in Civil Engineering
University of Florida

REGISTRATIONS
Florida Prof. Engineer
#70780, 2010



Laurie F. Hall, PLA, ASLA is Vice President Infrastructure Florida. Over the last 18 years, she has been involved in a wide range of commercial, multi-family residential, community planning, and campus projects throughout the Southern U.S. Laurie is experienced in providing site design, project management, public facilitation, construction documentation, and construction administration services. Laurie is an active member of ASLA and has served on multiple local, state, and national boards.



LAURIE HALL, PLA, ASLA
VICE PRESIDENT INFRASTRUCTURE FLORIDA

- City Of Gainesville Cone Park Library Addition
- St. Johns County Four Parks Master Plan
- City Of Jacksonville Beach Passive Park Master Plan
- City Of Jacksonville Urban Trails Master Plan
- City Of Alachua Legacy Park Master Plan + Community

- Center
- City Of Gainesville Forest Park
- Uf Campus Wide Trails Master Plan
- Boys And Girls Club Of Alachua County
- City Of Gainesville Cofrin Park
- Uf Norman Hall Renovations
- Pace Center For Girls Addition

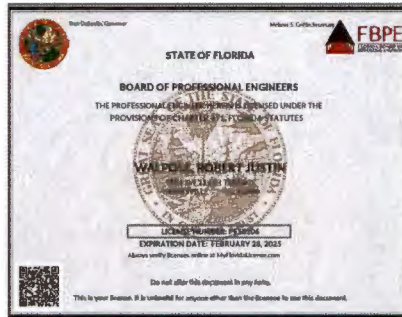
YEARS OF EXPERIENCE
Years of Experience: 18

EDUCATION
Bachelor of Landscape Architecture
University of Florida

REGISTRATIONS
Florida Registered Landscape Architect
#LA6667049

LICENSES & CERTIFICATIONS

QUALIFYING ARCHITECT



RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT A
QUALIFICATION CERTIFICATION**

The Undersigned presents this Qualification Submittal to be considered as a Qualified Firm for RFQ NO: 1900; Design of New Library at Northeast Community Park

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")

Harvard Jolly, Inc.

(Full Legal Company Name)

This 19 day of June, 2024

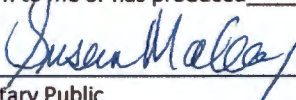
Attest:

By: 
Signature of Affiant

APPROVED:

By: Dattatraya Sonavadekar, Principal
Full Name and Title of Affiant

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: Aug 11, 2027



RFQ NO: 1900; Design of New Library at Northeast Community Park

**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 subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract 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:
See below.

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)

LITIGATION STATEMENT

Harvard Jolly has provided a high-level of service and dedication to our clients for the past 86 years. We have a proven track-record of handling disputes, so they are quickly resolved and to the satisfaction of our clients. We have no lost accounts/clients nor canceled/terminated account to report.

In 2017, Montville Center Associates filed suit against Harvard Jolly for breach of contract stemming from the work of a structural subconsultant on a project that started in March 2014. Montville requested several extensions to this matter, postponing its resolution. The case proceeded to trial in December 2023 and a jury found in favor of Harvard Jolly on all issues but one. The only issue Montville Center Associates prevailed in resulted in a jury award of \$42,000.00 of its \$4.1M claim.

In December 2017, Harvard Jolly was notified by Pinellas County that there were some construction issues at the Pinellas County Public Safety Campus of which Harvard Jolly was the architect of record. This building experienced several construction problems. Harvard Jolly was proactive in helping counsel for the County to conduct discovery in this matter and was able to come to a resolution with the County in December of 2019. Harvard Jolly continues to enjoy a well-established, working relationship with Pinellas County and has for over 80 years.

On or about April 16, 2014, Harvard Jolly and Miami International Medical Center ("MIMC") entered into a contract wherein Harvard Jolly agreed to provide professional architectural services in connection with the renovation and expansion of the MIMC. MIMC directed Harvard Jolly to retain The RC Group as its electrical subconsultant. After construction was complete, MIMC filed for bankruptcy and became a debtor to its Liquidating Trustee. The Liquidating Trustee ("LT") filed a Demand for Arbitration in November 2018 relating to the electrical design services provided through Harvard Jolly as it related to the RC Group and Ray Cruz, P.E (collectively "RC"). At around the same time, the LT brought a separate adversary action against RC in the Bankruptcy court. The Arbitration action against Harvard Jolly was stayed throughout the pendency of the LT's adversary action against RC in the Bankruptcy court until those claims were resolved in October 2022. The LT soon thereafter resolved its claim against Harvard Jolly in November 2022.

As to all of the above referenced matters, Harvard Jolly's attorney is:

Jon D. Derrevere, Esq
 Derrevere Stevens Black & Cozad
 2005 Vista Parkway, Suite 210
 West Palm Beach, FL 33411
 T: 561.684.3222
 E: jdd@derreverelaw.com

Please feel free to contact Mr. Derrevere with any additional questions or concerns relating to the foregoing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/24/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 2618 E Broadway Pearland TX 77581		CONTACT NAME: PHONE (A/C, No, Ext): 281-485-7500 FAX (A/C, No): 281-485-6933 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : Continental Casualty Company 20443	
		INSURER B : LM Insurance Corporation 33800	
		INSURER C : Liberty Insurance Corporation 42404	
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED
 Harvard Jolly, Inc.
 2714 Dr. Martin Luther King Jr St N
 St Petersburg, FL 33704

COVERAGES **CERTIFICATE NUMBER: 433776218** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		TB5-Z91-472898-024	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		AS7-Z91-472898-034	4/25/2024	4/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		TH7-Z91-472898-054	4/25/2024	4/25/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC5-Z91-472898-014	4/25/2024	4/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Form Retro Date 08/01/2017		AEH591912035	8/1/2023	8/1/2024	Each Claim \$5,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Auto policies include a Blanket additional insured endorsement that provides additional insured status when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.
 The General Liability, Auto, Professional Liability and Workers Compensation policies include a Blanket waiver of subrogation endorsement that provides this feature when there is a written contract, agreement or permit between the named insured and the certificate holder that requires such status.
 General Liability is primary & non-contributory when required by written contract, agreement or permit.
 See Attached...

CERTIFICATE HOLDER For Proposal Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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GULF GATE LIBRARY
SARASOTA, FL

CONSTRUCTION COST

Original: \$5.4M

Final: \$5.4M

CONTRACT AWARD

2016

COMPLETION DATE

May 2019

EXPERIENCE

The new 2-story, 26,000 square foot library replaced an outdated facility. It incorporates automated book sorting, a large dividable meeting room with a hearing loop, dedicated spaces for children and teens, various-sized group study rooms, and comfortable indoor and outdoor reading areas with WiFi throughout.

Flexibility was prioritized with an open layout and adaptable infrastructure for future needs. The lobby/café and meeting room, near the entrance, can function independently outside of library hours.

Sustainability features include LED lighting, displacement ventilation, a magnetic bearing chiller, water-efficient fixtures, locally sourced and recycled materials, and electric vehicle charging stations..

AWARDS

USGBC Florida Gulf Coast Chapter Outstanding Project of the Year, LEED for New Construction - Public - Small



ST. JOHNS COUNTY MILL CREEK LIBRARY
ST. AUGUSTINE, FL

CONSTRUCTION COST

Original: \$5.4M

Final: \$5.4M

CONTRACT AWARD

2016

COMPLETION DATE

May 2019

EXPERIENCE

St. Johns County planned to build a new branch library near Pacetti Bay Middle School due to the extensive growth in the area. The successful completion of this project would provide the area with an approximately 20,000 square foot library with meeting and study rooms, offices, children's area, and flex space. The estimated budget for the design-build was \$7,515,000.

Harvard Jolly | PBK was awarded this contract in 2022 and completed the design of the facility shortly after.



PUNTA GORDA CHARLOTTE LIBRARY
PUNTA GORDA, FL

CONSTRUCTION COST

Original: \$5.4M

Final: \$5.4M

CONTRACT AWARD

2016

COMPLETION DATE

May 2019

EXPERIENCE

Punta Gorda Charlotte Library was built to replace an old, small building serving Punta Gorda residents. The 20,000 SF facility is in a quaint neighborhood with a history park, dog park, and bicycle paths. It includes traditional library stacks, a computer center, archive storage, and designated areas for youths and teens. Community spaces feature a dividable meeting room, Maker's Space, and a separately managed bookstore.

Its location near the Life Care Center and the local trail system offers unique access for seniors and local residents. Harvard Jolly | PBK designed dual entrances: one from the parking lot and one from the trail. The facility's design considers the age of its users, featuring:

- Waiting areas for pickups
- Stack counts assuming bottom shelves are empty
- Reading areas near windows
- Seating with arms for ease of use
- Subtle carpet pattern changes for path delineation
- Adequate, evenly-distributed lighting



UNIVERSITY AREA COMMUNITY LIBRARY
TAMPA, FL

CONSTRUCTION COST

Original: \$3.9M

Final: \$3.9M

CONTRACT AWARD

2017

COMPLETION DATE

2019

EXPERIENCE

Harvard Jolly | PBK provided Hillsborough County with design-build services for the University Area Community Library. Located in northern Hillsborough County in the University Community Area, this project consists of the design and construction of a 16,000 SF library facility with 100 parking spaces. This library is an open resource to the entire University Area community, and during specific time periods during the day, a portion of the facility provides a secure, state-of-the-art media center for the magnet elementary school next door.



ROBERT SAUNDERS SR. PUBLIC LIBRARY
PUNTA GORDA, FL

CONSTRUCTION COST

Original: \$4.4M

Final: \$4.4M

CONTRACT AWARD

2014

COMPLETION DATE

Minor renovations - 2020

EXPERIENCE

Located on the edge of Ybor City near downtown Tampa, the Robert W. Saunders Sr. Public Library underwent a transformative redesign to modernize the 1933 structure originally updated in the 1960s. The project included demolishing the 1960s facility, preserving a 50' mural, and constructing a new two-story building. This updated facility features state-of-the-art technology, public computers, and WiFi, serving as a hub for the diverse community. It showcases local art, historical artifacts, and offers large meeting spaces for performances and events. The Robert W. Saunders, Sr. Library Foundation supports educational initiatives and African American research.



ZEPHYRHILLS LIBRARY
ZEPHYRHILLS, FL

CONSTRUCTION COST

Original: \$3.9M

Final: \$3.9M

CONTRACT AWARD

2017

COMPLETION DATE

2019

EXPERIENCE

The new Zephyrhills Public Library replaced a smaller 1960s-era facility, built adjacent to the old library while it remained operational. Located next to Zephyrhills City Hall, the design reflects a dignified civic character using traditional materials like brick and cast stone. The prominent arched entryway and Palladian window on Gall Boulevard emphasize its civic presence. Inside, a peaked atrium with clerestory glass and exposed steel trusses houses the main space, including the information desk, public computers, and library collections. A large meeting room adjacent to the lobby ensures accessibility outside of library hours.

AWARDS

ABC Excellence in Construction Eagle Awards, 2015



OLDSMAR PUBLIC LIBRARY
OLDSMAR, FL

CONSTRUCTION COST

Original: \$4.9M

Final: \$4.9M

CONTRACT AWARD

2005

COMPLETION DATE

2008

EXPERIENCE

Designed to reflect “Old Florida” architecture, the City of Oldsmar’s 19,800 SF public library embodies the city’s rich history while contributing to downtown redevelopment. It showcases Florida vernacular and Mediterranean Revival styles with cast stone, painted stucco, and clay barrel tile roofing. Exterior elements like the main entry façade and prominent octagon-shaped spaces make the library appear larger, creating a civic presence and anchoring it to its site. Inside, paddle fans, pendant lights, arched ceilings, and stained wood beams illuminated by clerestory windows reinforce the “Old Florida” style. The REO Lounge, an octagonal teen room named after city founder Ransom E. Olds, features sofas resembling classic car seats.

AWARDS

UTampa Bay Regional Planning Council 17th Annual Future of the Region Awards, 2009



SPANISH RIVER LIBRARY & CC
BOCA RATON, FL

CONSTRUCTION COST

Original: \$7.5M

Final: \$7.5M

CONTRACT AWARD

2008

COMPLETION DATE

2008

EXPERIENCE

The City of Boca Raton desired their newest library to exemplify the Mediterranean Revival style established by Addison Mizner, a prominent local influence. Harvard Jolly collaborated closely with the City, using historical photographs and documentation to inspire a detailed and character-rich design. Serving as the administrative headquarters for the Boca Raton Library System and a regional branch, the library also functions as a community center with a full-service café and a large upper terrace for events. It features the latest library technology, multiple computer labs, a story hour room for children, and a distinctive teen area.

AWARDS

Real Estate & Construction Review Florida Edition, Building of America Award, 2009



COUNTRYSIDE LIBRARY
CLEARWATER, FL

CONSTRUCTION COST

Original: \$5M

Final: \$5M

CONTRACT AWARD

2013

COMPLETION DATE

2016

EXPERIENCE

The new 22,500 SF Countryside Library, located adjacent to the Countryside Recreation Center, was awarded to Harvard Jolly after completing the study. The library features the latest design trends, including enclosed children and teen areas, various group study rooms, and comfortable interior and exterior reading areas with WiFi access. It provides traditional library services alongside casual reading areas, five study and tutor rooms, a laptop computer bar, a CCTV conference room, a meeting room with seating for 100, an automatic book sorter, and self-service stations for convenient checkout. The interior layout allows public meeting rooms to be separated and closed for after-hours functions. The stack and quiet reading rooms, located along the building's southern wing, are spread along the north wing to ensure patrons are not disturbed..

PROJECT OWNERS

GULFGATE LIBRARY

Sarasota County
Sarabeth Kalajian | Former Library Director
T: 941.232.1871
E: skalajian@comcast.net

ST. JOHNS COUNTY MILL CREEK LIBRARY

St. Johns County
Jason McKay | CIP Program Manager
T: 904-209-0192
E: jmckay@sjcfl.us

PUNTA GORDA CHARLOTTE LIBRARY

Charlotte County
Jenny Buccieri | Project Manager
T: 941.743.1995
E: jenny.buccieri@charlottecountyfl.gov

UNIVERSITY AREA COMMUNITY LIBRARY

Hillsborough County
Amy Jarman | Senior Architect
T: 813.307.1053
E: JarmanA@hillsboroughcounty.org

ROBERT W. SAUNDERS SR. PUBLIC LIBRARY

Hillsborough County
Amy Jarman | Senior Architect
T: 813.307.1053
E: JarmanA@hillsboroughcounty.org

ZEPHYRHILLS NEW PUBLIC LIBRARY

City of Zephyrhills
Shane J. LeBlanc | Public Works Director
T: 813.780.0022 x 3561
E: sleblanc@ci.zephyrhills.fl.us

COUNTRYSIDE LIBRARY

City of Clearwater
Tara Kivett, P.E. | Engineering Director
T: 727.562.4758
E: tara.kivett@myclearwater.com

OLDSMAR PUBLIC LIBRARY

City of Oldsmar
Susan Hurley | Library Director
T: 813.749.1183
E: shurley@myoldsmar.com

ROBERT W. SAUNDERS SR. PUBLIC LIBRARY

City of Boca Raton
George Brown | City Manager
T: 561.393.7703
E: BocaCM@ci.Boca-Raton.fl.us

HARVARD • JOLLY | PBK



APPROACH TO SERVICES

A brief outline of their project approach with identification of each main step of the process.

Outlined below are the steps Harvard Jolly | PBK suggests as a starting point in delivering this project in a highly collaborative and efficient manner for the County:

Schematic/30% Design: We will start by confirming or updating the library's Building Program with the County. This includes developing conceptual block diagrams to organize spaces and creating a site plan addressing building positioning, parking, and stormwater retention. Future expansions will also be considered. These initial documents will be refined into a Schematic Design package, including floor plans, site plans, exterior renderings, and system/materials narratives. We will develop 3D models and collaborate with the County's CMAR for cost estimation.

Design Development/60% Design: In this phase, we will engage consulting engineers and the County's Facilities Department to refine building systems and materials, develop detailed furniture and equipment layouts, and schedule preliminary plan reviews with relevant agencies. We will specify durable, sustainable, and cost-effective materials and systems, ensuring all requirements for sustainable design are met. Collaboration with the County's CMAR will refine the cost estimate further. We will ensure the right team members are involved at the appropriate times.

Construction Documents/100% Design, Permitting, and Construction: We will produce high-quality, clear, and well-coordinated construction documents to facilitate smooth permitting and construction. Our office's proximity to the site allows us to respond quickly to any construction queries or issues. In today's challenging construction market, we will help the County select cost-effective and timely materials and systems to keep the project on schedule and within budget.

Collaboration and Public Engagement: We will actively involve team members from the County User Group, Facilities Department, and Construction Manager throughout the design stages. Recognizing the public interest in such projects, we will assist the County in developing a public engagement plan, including community input sessions, one-on-one meetings, or formal presentations to elected officials, ensuring stakeholders are informed and engaged throughout the project at the County's discretion.



Approach to be taken for working with the County and the County's CMaR

Harvard Jolly | PBK will handle programming, architectural, and interior design in-house. We've partnered with IMEG for mechanical, plumbing, fire protection, structural engineering, IT, AV, security, and acoustical services.

Collaboration and Communication: Key to project success are collaboration and communication. Our Project Manager, Datta Sonavadekar, will be the primary contact, ensuring efficient and clear communication through email, phone, face-to-face meetings, virtual teleconferences, and prompt meeting minutes.

Design Process: Our experience in library design ensures the right team members and stakeholders are involved at the right times. During the Programming and Schematic Design phases, we'll work closely with the user group to meet their goals. In Design Development, we'll discuss preferred manufacturers, systems, and materials with the County's Facilities Maintenance department.

Collaboration with CMAR: We have extensive experience working with the County's CMAR, Wharton Smith, and will collaborate for cost estimating, constructibility reviews, and addressing long-lead items like electrical switchgear. Early design and specification of such items will allow for timely procurement and on-site delivery during construction.

Examples of previous projects where a new or innovative approach was taken and the corresponding results

Some examples of projects where a new or innovative approach was taken include:

- **Gulf Gate Library:** Replaced an older facility popular with teens due to its proximity to a school. We partnered with librarians to create a teen focus group, involving them throughout the design process. This resulted in a creative and well-used teen center.
- **University Area Community Library:** Designed for dual function as a public library and a media center for an adjacent school. A portion remains open to the public, while another can be shut down for exclusive school use during the day. After school hours, the entire facility is open to the public.
- **YMCA Partnership School:** A single building in St. Petersburg houses a YMCA on one side and a middle school on the other. The school library acts as a central connector. During the day, it serves the school; after school, it integrates with the YMCA for activities and student study.
- **Saunders Library:** Replaced an existing library in Tampa's historic district. To preserve a beloved exterior mural, we worked with the contractor to remove and reinstall it on the new building, honoring the community's attachment history and culture.



Demonstration of the quality control elements and strategies utilized by the Respondent to mitigate impacts of subcontractors or other factors on the project.

Since our founding in 1938, client satisfaction has been our core mission. With evolving technology and complex project demands, our Quality Management program has developed to ensure top-notch service through integrated techniques, training, and culture.

Key components of our Quality Management program include:

Office Practices Committee: Meets monthly to maintain and develop standards for technology, design, HR policies, communications, insurance, and quality requirements.

Technical Standard Committee: Meets weekly to evolve our CADD system, standard details, material research, specifications, and contract requirements, ensuring precise project communication and delivery.

Design Methodology: Establishes proper identification of program requirements and client needs, with early in-house design reviews to ensure designs meet both program and firm requirements.

Construction Documents: Systematically organized to comply with codes, reviewed by our Technical Standards Committee, and include a final review before issuance.

Construction Document Review: Utilizes checklists and team coordination meetings at 75% completion, with a final review to ensure quality.

Construction Administration: Includes detailed progress reports, change order tracking, and strict enforcement of contract documents.

Post-Construction Evaluation and Survey: Conducted with the contractor and owner to incorporate successful elements and improve future projects.

Describe the major benefits that the County would achieve by choosing your firm vs. your competitors

Harvard Jolly | PBK has designed over 100 library and community center facilities, making us the most experienced firm in the state. We actively engage with the Florida Library Association and stay current on library trends through annual conferences, presentations, and white papers.

We understand that each community has unique needs. Our approach emphasizes listening to your patrons' desires for their library/community center. Our longevity stems from our commitment to excellent client service, fostering a service-oriented culture within our staff. We aim to exceed your expectations by prioritizing your goals and offering innovative solutions and timely support. Our dedication ensures a satisfying process and a final product that meets your community's needs.



A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition
 Based on Harvard Jolly | PBK's extensive experience with library design, we know that there are several factors that make a library and community center facility successful. Our design approach incorporates consideration of the following:

Interior Spaces: Create spacious yet intimate interiors with a mix of technology spaces and traditional reading rooms, along with cozy niches for quiet study. Each area should have a distinct character to guide patrons.

Flexibility: Design for future changes with open floor plans, minimal load-bearing walls, and infrastructure for technological growth. Plan for future expansion, including parking and site access.

Appeal to All Ages: Accommodate activities for all age groups, from toddlers to seniors, based on the expected user demographic.

Information Technologies: Integrate the latest technology like wireless communications, self-check stations, automated check-in and sorting, and RFID to enhance user experience and staff efficiency.

Building Systems: Ensure quiet, energy-efficient HVAC systems with excellent filtration and airflow. Consider enhanced filtration, UV lighting, displacement ventilation, and bipolar ionization to limit airborne contagion spread.

Security: Apply CPTED (Crime Prevention Through Environmental Design) principles with controlled access, strategic lighting, clear signage, emergency phone systems, and security cameras.

Inclusivity: Utilize Universal Design principles for equitable, flexible, intuitive, and accessible spaces. Incorporate features like controllable lighting, assisted listening devices, level floor transitions, and gender-neutral restrooms.

Resilience: Design buildings to withstand storms and emergencies. Even if not an official shelter, they can serve as cooling centers or supply distribution points during crises.

Sustainability: We prioritize sustainable design and aim to achieve LEED certification, with a target of LEED Gold for this project as per the County's commitment. We offer expertise in selecting materials and systems that align with your sustainability objectives, emphasizing durability, cost-effectiveness, and ease of maintenance.

The HARVARD JOLLY | PBK Advantage

LIBRARY TREND UNDERSTANDING

In many cases, today's libraries are offering more services and types of traditional libraries. We are well versed in the latest library trends and can talk to you about ideas you may not have considered, such as nontraditional collections that allow the library to lend items other than books, maker spaces, and business incubators or work spaces to provide for the local community.

designed over

100
libraries

Love, Love, Love our Library building!

The architects and staff of Harvard Jolly are wonderful to work with. They took all of our suggestions, concerns, and wishes seriously when designing our library. And the result was a beautiful and very functional building. They made us true partners in every step of design and building. Their work was completed quickly and efficiently, were easy to contact, and consistently answered immediately any questions that were asked."

Roberta (Bert) Weber, Director
Oldsmar Public Library

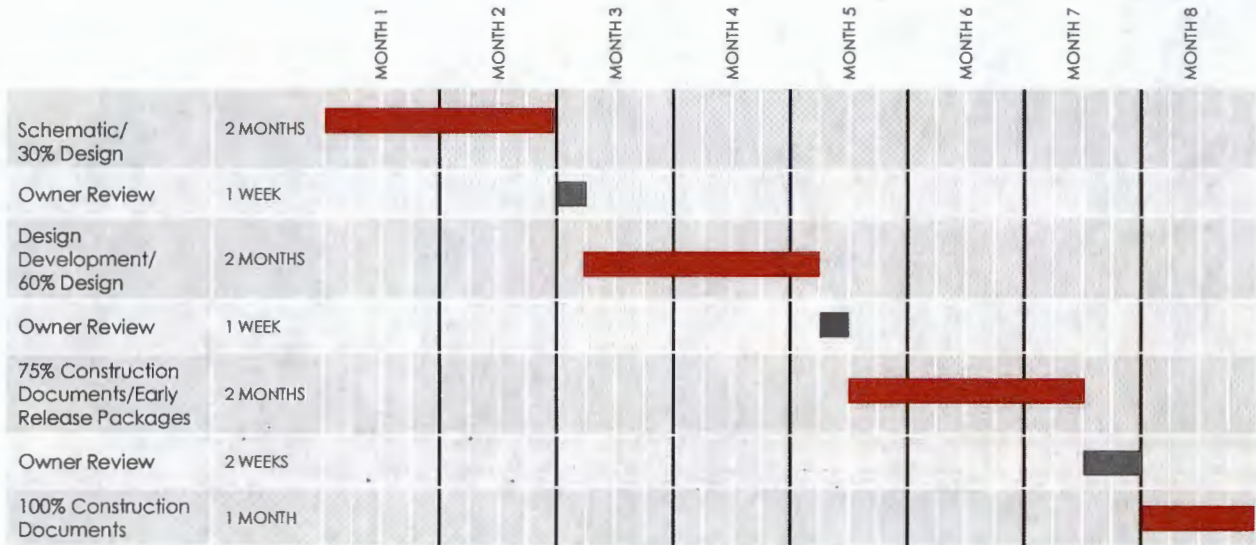
Gulf Gate Library:

The Most Impressive
Library in Florida.

- Reader's Digest



PROPOSED SCHEDULE



SCHEDULE CONTROL

Flexibility, timely response and quick turn-around are essential elements in controlling the project schedule and cost. During the design phases, the project schedule will be maintained by establishing specific milestone goals within each design phase with dates for completion of each in a time line fashion. The Harvard Jolly team along with St. John's County will establish the key milestones for the project delivery starting with the programming/conceptual design and budget verification. Datta Sonavadekar will be responsible for project oversight and ensure that deadlines are met by each project delivery team member.

Our approach to maintaining design and construction schedules is simple. We develop an initial list of project tasks, assign timelines to each, recognize critical or fixed dates, and then we adhere to the agreed schedule.





RFQ NO: 1900; Design of New Library at Northeast Community Park

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

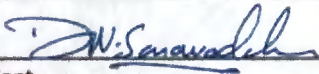
STATE OF Florida
COUNTY OF St. Johns

PERTAINING TO THE SOLVENCY OF Harvard Jolly, Inc., being of lawful age and being duly sworn I, Dattatraya Sonavadekar, as Principal (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,

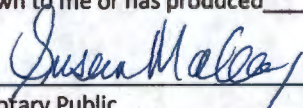
DATED this 19 day of June, 2024.


Signature of Affiant

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant

Harvard Jolly, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: Aug 11, 2027



RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT D
AFFIDAVIT**

STATE OF Florida
COUNTY OF St. Johns

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.

Before me, the undersigned authority, Dattatraya Sonavadekar ("Affiant") who, being duly sworn, deposes and says he/she is Principal (Title) of Harvard Jolly, Inc. (Respondent) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 1900; Design of New Library at Northeast Community Park.**

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 19 day of June, 2024.

Dattatraya Sonavadekar
Signature of Affiant

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant

Harvard Jolly, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Susan Malusky
Notary Public
My Commission Expires: Aug 11, 2027



RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ) Number/Description: **RFQ NO: 1900; Design of New Library at Northeast Community Park**

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: Harvard Jolly, Inc.

Authorized Representative(s):  Dattatraya Sonavadekar, Principal
Signature Print Name/Title

 Ward Friszolowski, President
Signature Print Name/Title

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT F
DRUG-FREE WORKPLACE FORM**

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

Harvard Jolly, Inc. does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's Request for 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

June 19, 2024
Date

RFQ NO: 1900; Design of New Library at Northeast Community Park

ATTACHMENT G
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF St. Johns

I, Dattatraya Sonavadekar (hereinafter "Affiant"), being duly authorized by and on behalf of Harvard Jolly, Inc. (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. 1900 (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 19 day of June, 2024.

Dattatraya Sonavadekar
Signature of Affiant

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant

Harvard Jolly, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Susan Malusky
Notary Public
My Commission Expires: Aug 11, 2027



RFQ NO: 1900; Design of New Library at Northeast Community Park

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

I, Dattatraya Sonavadekar ("Affiant"), being duly authorized by and on behalf of Harvard Jolly, Inc. ("Respondent") hereby swears or affirms as follows:

1. The principal business address of Respondent is: 6196 Lake Gray Blvd, Jacksonville, FL 32244
2. I am duly authorized as Principal (Title) of Respondent.
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined in Section 287.133 of the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined in Section 287.133 of the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Respondent, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. ~~There has been a conviction of a public entity crime by the Respondent, or an officer, director, executive, partner, shareholder, employee, member or agent of the Respondent who is active in the management of the Respondent or an affiliate of the Respondent. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Dattatraya Sonavadekar
Signature of Affiant
Harvard Jolly, Inc.
Full Legal Name of Respondent

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant
June 19, 2024
Date of Signature

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024, by Affiant, who is personally known to me or has produced _____ as identification.

Susan Malusky
Notary Public

Aug 11, 2027
My Commission Expires



RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT I
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS**


The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Respondent must have no Active Exclusions listed in www.SAM.gov.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Signature of Authorized Principal(s):

NAME (print): Dattatraya Sonavadekar

SIGNATURE: 

TITLE: Principal

FULL LEGAL NAME OF RESPONDENT: Harvard Jolly, Inc.

DATE: June 19, 2024

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT J
BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:


1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Harvard Jolly, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Principal(s):

NAME (print): Dattatraya Sonavadekar

SIGNATURE: 

TITLE: Principal

FULL LEGAL NAME OF RESPONDENT: Harvard Jolly, Inc.

DATE: June 19, 2024

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT K
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

DATED this 19 day of June, 2024.

Dattatraya Sonavadekar
Signature of Affiant

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant

Harvard Jolly, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024 by Affiant, who is personally known to me or has produced _____ as identification.

Susan Malusky
Notary Public
My Commission Expires: Aug 11, 2027



RFQ NO: 1900; Design of New Library at Northeast Community Park**ATTACHMENT L
EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

DATED this 19 day of June, 2024.

Dattatraya Sonavadekar
Signature of Affiant

Dattatraya Sonavadekar, Principal
Printed Name & Title of Affiant

Harvard Jolly, Inc.
Full Legal Name of Respondent

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 19 day of June, 2024 by Affiant, who is personally known to me or has produced _____ as identification.



Susan Malusky
Notary Public
My Commission Expires: Aug 11, 2027

HARVARD • JOLLY | PBK



RFQ NO: 1900; Design of New Library at Northeast Community Park

**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 subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract 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:
See below.

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.

N/A

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

N/A

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.

N/A

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:

See below.

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)

LITIGATION STATEMENT

Harvard Jolly has provided a high-level of service and dedication to our clients for the past 86 years. We have a proven track-record of handling disputes, so they are quickly resolved and to the satisfaction of our clients. We have no lost accounts/clients nor canceled/terminated account to report.

In 2017, Montville Center Associates filed suit against Harvard Jolly for breach of contract stemming from the work of a structural subconsultant on a project that started in March 2014. Montville requested several extensions to this matter, postponing its resolution. The case proceeded to trial in December 2023 and a jury found in favor of Harvard Jolly on all issues but one. The only issue Montville Center Associates prevailed in resulted in a jury award of \$42,000.00 of its \$4.1M claim.

In December 2017, Harvard Jolly was notified by Pinellas County that there were some construction issues at the Pinellas County Public Safety Campus of which Harvard Jolly was the architect of record. This building experienced several construction problems. Harvard Jolly was proactive in helping counsel for the County to conduct discovery in this matter and was able to come to a resolution with the County in December of 2019. Harvard Jolly continues to enjoy a well-established, working relationship with Pinellas County and has for over 80 years.

On or about April 16, 2014, Harvard Jolly and Miami International Medical Center ("MIMC") entered into a contract wherein Harvard Jolly agreed to provide professional architectural services in connection with the renovation and expansion of the MIMC. MIMC directed Harvard Jolly to retain The RC Group as its electrical subconsultant. After construction was complete, MIMC filed for bankruptcy and became a debtor to its Liquidating Trustee. The Liquidating Trustee ("LT") filed a Demand for Arbitration in November 2018 relating to the electrical design services provided through Harvard Jolly as it related to the RC Group and Ray Cruz, P.E (collectively "RC"). At around the same time, the LT brought a separate adversary action against RC in the Bankruptcy court. The Arbitration action against Harvard Jolly was stayed throughout the pendency of the LT's adversary action against RC in the Bankruptcy court until those claims were resolved in October 2022. The LT soon thereafter resolved its claim against Harvard Jolly in November 2022.

As to all of the above referenced matters, Harvard Jolly's attorney is:

Jon D. Derrevere, Esq
 Derrevere Stevens Black & Cozad
 2005 Vista Parkway, Suite 210
 West Palm Beach, FL 33411
 T: 561.684.3222
 E: jdd@derreverelaw.com

Please feel free to contact Mr. Derrevere with any additional questions or concerns relating to the foregoing.



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

**RFQ NO. 1900
REQUEST FOR QUALIFICATIONS**

**Design of New Library at
Northeast Community Park**

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

FINAL: 05/29/2024

RFQ NO: 1900; Design of New Library at Northeast Community Park

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ATTACHMENT "C"	AFFIDAVIT OF SOLVENCY
ATTACHMENT "D"	AFFIDAVIT
ATTACHMENT "E"	CONFLICT OF INTEREST DISCLOSURE FORM
ATTACHMENT "F"	DRUG-FREE WORKPLACE FORM
ATTACHMENT "G"	E-VERIFY AFFIDAVIT
ATTACHMENT "H"	SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES
ATTACHMENT "I"	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY COVERED TRANSACTIONS
ATTACHMENT "J"	BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING
ATTACHMENT "K"	NON-COLLUSION CERTIFICATION
ATTACHMENT "L"	EQUAL OPPORTUNITY REPORT STATEMENT

SEPARATE DOCUMENTS

EXHIBIT 1 NORTHEAST COMMUNITY PARK SITE PLAN

consideration for award of a contract under this RFQ.

F. 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 Monday June 10, 2024**. 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 Submittal Deadline for Qualifications in order to clarify or answer questions as necessary to serve the best interest of the County.

G. 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 Submittal Deadline for Qualifications, the County will issue an Addendum.

Advertisement of RFQ	May 29, 2024
Deadline for Questions	June 10, 2024
Issuance of Final Addendum	June 13, 2024
Deadline for Submittal of Qualifications	June 20, 2024
Evaluation of Qualifications Submittals & Shortlist	June 27, 2024
Discussions with Shortlisted Vendors	July 8, 2024
Award Recommendation to SJC BOCC	August 20, 2024

H. 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.

Respondent is solely responsible for including any and all information, clarifications, revisions, or other directions provided by the County in each Addendum in their submitted Qualifications. Respondent must acknowledge each and every Addendum issued by the County and attest to its inclusion in their submitted Qualifications. Failure by Respondent to include any Addendum in their submitted Qualifications, may result in the submitted Qualifications being deemed non-responsive to the requirements of this RFQ.

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 the County.

J. RIGHT TO REJECT/ACCEPT

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

K. COMPLIANCE WITH ST. JOHNS COUNTY PURCHASING POLICY

All terms and conditions of the St. Johns County Purchasing Policy ("Policy"), and associated procedures 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 Policy and associated procedures.

This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Policy and associated procedures. The County reserves the right to disqualify, remove from consideration, or suspend/debar as appropriate, any Respondent or Supplier that does not comply with the applicable requirements set forth in the Policy and associated procedures.

L. SUB-CONTRACTORS

If a Respondent elects to sub-contract with any Contractors, Consultants, or Suppliers, for any portion(s) of the required Services, Respondent must identify all such Sub-Contractor(s) in the submitted Qualifications, along with the portion(s) of the Services, they are proposed to perform. The County may, at its discretion, require Respondent to submit any and all relevant data necessary to establish to the satisfaction of the County, the qualifications, reliability and responsibility of the Sub-Contractor(s) proposed, to ensure, they are appropriately qualified and capable to perform the specified Services.

Prior to award of a contract, the County will notify the Respondent, in writing, if the County, after due investigation, has reasonable and substantial objection to any proposed Sub-Contractor. The Respondent may then submit an alternate Sub-Contractor for consideration of the County, at no additional cost to the County, or may request to withdraw from consideration of award. If the Respondent fails to propose an alternate Sub-Contractor within seven (7) calendar days of the original notification, the County may disqualify the Respondent, at no cost to the County.

The County reserves the right to disqualify any Respondent, Contractor, Consultant, Supplier or Individual from consideration to perform Services, at either a prime or sub level, due to previously documented issues with performance, quality or compliance with the County or any other agency.

The awarded Respondent is responsible for ensuring that proposed Sub-Contractors only perform the Services for which they were proposed and accepted by the County, and Respondent must not change the Sub-Contractor(s) without prior written approval by the County.

The awarded Respondent shall be responsible for any and all Services performed by any Sub-Contractor(s) and such sub-contracts shall not relieve the awarded Respondent of any obligations or responsibilities stated in the awarded Contract.

M. PROHIBITION AGAINST CONSIDERATION OF SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Respondents are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Respondents social, political, or ideological interests when determining if the Respondents is a responsible Respondent. Proposers are further notified that the County's governing body shall not give preference to a Respondent based on the Respondents social, political, or ideological interests.

N. 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 awarded Respondent shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) throughout the duration of the awarded Contract.

P. 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 awarded Respondent and any Sub-Contractor(s) shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after July 1, 2023.

1. Awarded Respondent shall require each of its Sub-Contractors to provide the Respondent with an affidavit stating that the Sub-Contractor does not employ, contract with, or subcontract with an unauthorized alien. The Respondent shall maintain a copy of such affidavit for the duration of the awarded Agreement.
2. The County, awarded Respondent, or any Sub-Contractor 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.
3. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Respondent otherwise complied, shall promptly notify the Respondent and the Respondent shall immediately terminate the contract with the Sub-Contractor.
4. The Respondent acknowledges that, in the event that the County terminates the awarded Contract for the Respondent's breach of these provisions regarding employment eligibility, then the Respondent may not be awarded a public contract for at least one (1) year after such termination. The Respondent further acknowledges that the Respondent is liable for any additional costs incurred by the County as a result of the County's termination of the awarded Agreement for breach of these provisions regarding employment eligibility.

PART II: SCOPE OF SERVICES

A. BACKGROUND INFORMATION

The County initiated a CMAR contract with Wharton-Smith to perform construction management services for the four (4) Regional Parks, including the Northeast Community Park located at Diego Plains Road. As part of the evolution of the project, the Board of County Commissioners of St. Johns County ("Board") determined that a full sized library facility was necessary in the Northeast Community Park. This solicitation is being issued for the purpose of selecting an Architect/Engineer to design the library facility.

B. OBJECTIVES

The County's objective is to have the full design of a 25,000sf building, which houses a 20,000sf library, and a 5,000sf community center space at the Northeast Community Park located at Diego Plains Road. The aesthetic of the facility design needs to complement the design of the structures and facilities of the surrounding regional park, while maintaining the function of a library facility and community center to appropriately merge the two components of the property.

The County's objective is to have a complete design of the library within eight (8) months of execution of a Contract with an awarded Consultant.

The awarded Consultant must coordinate the design effort to include input and recommendations from both the County and the County's CMAR in order to maximize the constructability of the final design, and to incorporate the most cost effective and functional design components given the location, population, needs of the County as well as the target customer base.

C. SCOPE OF SERVICES

The awarded Consultant shall be responsible for performing professional architectural services, along with any and all required engineering services necessary to provide full design of the library facility as described above. The awarded Consultant is responsible for all disciplines of required professional services needed in order to develop full construction design documents for all aspects of the facility as provided herein.

Services will include, but may not be limited to:

1. Design Development

- Conceptual design
- Geotechnical services

- Renderings
- 30%, 60%, and 100% drawings for review and comment by the County and County's CMAR at each stage
- All required drawings for the project including architectural, structural, mechanical, electrical, plumbing, fire protection, technology, furniture, equipment, landscape, and irrigation
- Acquire all required permitting
- Cost estimate at each stage of design review by the County and County's CMAR
- Changes to design based upon input by County and County's CMAR to maximize constructability and cost effectiveness
- Value engineering

2. Construction Documents

- Project manual/specifications
- Construction set/permit set of drawings, signed and sealed

3. Bid Assistance

- Provide technical responses to CMAR for proposals/bids for construction packages
- Provide plan revisions as needed
- Attend pre-bid meeting

4. Construction Administration

- Attend pre-construction meeting
- Review/comment on CMAR's Schedule of Values
- Review/comment on CMAR's construction schedule
- Shop drawing/submittal review
- Payment application review
- Respond to RFI's
- Provide plan and permit revisions as necessary
- Attend monthly progress meetings
- Perform field inspections/provide field reports
- Attend Substantial Completion walk-through
- Establish punch list for the contractor
- Attend equipment start up
- Test and Balance review by Mechanical Engineer

5. Post Construction Services

- Attend final walk-through and verify completion of punch list items
- Project close out
- Review/comment of the CMAR's close out manual/documents
- Permit close out
- Review and provide As-Builts in format necessary for migration into County's CMMS platform
- Warranty review

PART III: SUBMITTAL INSTRUCTIONS & FORMAT

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting Qualifications 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-imbursment 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 Qualifications 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 the County.

By submitting Qualifications, in response to this RFQ, Respondent certifies that its representatives have carefully read and fully understand all instructions and requirements provided in this RFQ, and have full knowledge the scope, nature, and quality of work to be performed for the County. All Qualifications submitted shall be binding for a minimum of one hundred twenty (120) consecutive calendar days from the Submittal Deadline.

Respondents are responsible for complying with all applicable provision of the Policy as well as all applicable rules, laws, codes, and ordinances throughout the solicitation process.

B. MINIMUM QUALIFICATIONS

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

1. Must be a State of Florida licensed Engineering Firm, or Architect, or Landscape Architect, as defined in Chapter 287.055(2)(h)(2), Florida Statutes or in accordance with Section 491.023 Florida Statutes; and
2. Must have an active registration with the State of Florida, Department of State, Division of Corporations; and
3. Must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent to Award.
4. Must have no exclusions listed in www.SAM.gov.

Failure by any Respondent to meet the minimum requirements stated above, shall result in Respondent being deemed non-responsible and removed from further consideration. Minimum qualification requirements must be maintained throughout the duration of an awarded Contract.

C. JOINT VENTURE

In the event a Joint Venture submits Qualifications, all documents required by the Florida Department of Business and Professional Regulation must be filed, in accordance with Section 489.119, Florida Statutes, prior to the Submittal Deadline for Qualifications, as stated herein, or as revised by Addendum. The documents included in the Joint Venture's Qualifications must be signed by an individual that is duly empowered by a properly executed Declaration of a Joint Venture and Power-of-Attorney. The Joint Venture's Qualifications must clearly identify the member of the Joint Venture that will be responsible for each aspect of the Services required under the awarded Contract.

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 RFQ 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 Contract 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 Contract, 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 Contract 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 Contract and following completion of the awarded Contract if the awarded Consultant does not transfer the records to the County; and
 - (d) Upon completion of the awarded Contract, 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 Consultant transfers all public records to the County upon completion of the awarded Contract, the awarded Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Consultant keeps and maintains public records upon completion of the Contract, 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 the awarded Contract by the County.

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

G. CONFLICT OF INTEREST

Respondent 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.

Respondent must disclose any contractual or employment relationship with any County officer or employee 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 Respondent, or Key Personnel of a Respondent 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

Respondent must submit one (1) original hard-copy of the Qualifications, and one (1) exact electronic PDF copy of the Qualifications on an unlocked USB Drive. A CD/DVD is not an acceptable alternative to the USB Drive. The hard-copy and USB Drive must be placed in a sealed envelope or container, labeled with the Respondent's full legal name, mailing address, and the solicitation number and title. A mailing label is provided herein to assist with appropriately labeling Respondent's package. The County is not responsible for any Qualifications that are incorrectly labeled and are not delivered to the appropriate location as provided herein.

Qualifications must be submitted on 8 ½"x11" pages, with no less than ½" margins and 11pt font. Sections and sub-sections must be clearly identified. It is highly recommended that Respondents follow the prescribed organization of the submittal, in order to facilitate evaluation.

Submitted Qualifications must be **limited to 30 pages**, not including County-provided attachments, and must include, at a minimum, the following components, including any and all attachments specified herein, as listed below:

Section 1: Qualifications Cover Page and Cover Letter

Respondent shall complete and submit the Qualifications Cover Page, provided herein, and must also provide a 1-2 page cover letter, that must include, but is not limited to the following:

- Full legal company name, including any fictitious name(s), and Company type (i.e. Corporation, Partnership, Joint Venture, etc.);
- Physical street address and mailing address (if different), including any other location(s) which may perform portions of the Services;
- Primary point of contact information (name, title, phone, email), and any secondary or supplemental point(s) of contact information;
- Names and titles of principals, partners, or owners, as applicable;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.) and business philosophy; and
- Brief statement regarding the Respondent's interest in this project.

Delegation of Authority

Respondent must provide a signed Delegation of Authority Letter for any representative(s) signing the Qualifications on behalf of the Respondent, who are not principals, owners, partners, etc., for the Respondent. The Delegation of Authority Letter must state the level(s) of authority delegated to each representative, must be on company letterhead, and must be signed by a principal, owner, or partner (as applicable) of the Respondent. The principal, owner, or partner **must** be listed on Sunbiz, or provide official documentation establishing their authority, in order for the County to accept the signature of the Delegation of Authority.

Section 2: Company & Team Qualifications

Respondent must provide documentation to fully demonstrate the qualification, education, and abilities of Key Personnel for the Respondent, as well as any proposed Sub-Contractors that shall be performing Services, if awarded. The required documentation shall include, at a minimum:

Key Personnel – Identify all Key Personnel proposed to perform Services, if awarded, including the role they are proposed to play for this project.

Licenses/Certifications – Provide any and all current licenses and certifications applicable to this project, held by Respondent and Key Personnel who are proposed to participate in the Services.

List of Proposed Sub-Contractors – Provide any and all Sub-Contractors or Suppliers proposed to perform any aspect of the Services specified herein. Respondent must include any and all documentation to demonstrate the qualifications and capabilities of each proposed Sub-Contractor or Supplier, including but not limited to licenses, certifications, and other credentials. All proposed Sub-Contractors or Suppliers are subject to approval by the County. If Respondent does not intend to utilize any Sub-Contractors, Respondent must state as such in the submitted Qualifications.

Project Org Chart – Provide a complete Organization Chart for the Respondent and all Sub-Contractors demonstrating the relationship of resources as it pertains to this project.

Qualification Certification – Complete and submit **Attachment “A”** provided herein.

Claims, Liens, Litigation History – Complete and submit **Attachment “B”** provided herein.

Certificates of Insurance – Submit documentation to demonstrate evidence of current and valid insurance policies in at least the coverage limits as specified herein, or certification from a qualified insurance provider attesting to Respondent’s ability to obtain the required coverages upon award.

Section 3: Related Experience

Respondent must provide documentation to demonstrate any and all relevant experience (i.e. design of libraries, and other government service buildings) within the past five (5) years, similar in size, scope and cost as the Services specified herein. The documentation must include a listing of all projects designed, with Respondent as the lead firm, including project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost (starting vs. final). The County reserves the right to reach out to any agency to inquire about Respondent’s performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

Section 4: Approach to Services

Respondent must describe its approach to the completing the required Services within the timeframe objective provided herein, including any and all strategies and methods that will contribute to the successful accomplishment of the objective and project. The information included in this Section, must include, but is not limited to the following:

- A brief outline of their project approach with identification of each main step of the process;
- Approach to be taken for working with the County and the County’s CMaR;
- Examples of previous projects where a new or innovative approach was taken and the corresponding results;
- Examples of reports that would typically be made available to the County (i.e., progress reports, draft plans etc.) as well as frequency of follow up reporting;
- Demonstration of the quality control elements and strategies utilized by the Respondent to mitigate impacts of subcontractors or other factors on the project.
- A summary of key elements that differentiate your proposed approach, company, customers, etc., from your competition;
- Describe the major benefits that the County would achieve by choosing your firm vs. your competitors.

Section 5: Proposed Schedule

Respondent must provide a proposed schedule, based upon each phase of the project, as specified herein, that Respondent is capable of delivering to the County for this project. Schedule may be submitted on 11”x17” paper.

Section 6: Administrative Information

Respondent must complete and submit all remaining Attachments, as provided herein, which are not required in a previous section

PART V: EVALUATION AND AWARD

A. DETERMINATION OF RESPONSIVENESS

The SJC Purchasing Department shall review each submitted Qualifications for responsiveness to the requirements provided herein. Any Qualifications that is materially non-responsive to the requirements of this RFQ shall be disqualified and removed from consideration prior to evaluation. Only those responsive Qualifications submitted from responsible Respondents shall be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted Qualifications. However, any missing information or documentation that is material to the purpose of the RFQ shall not be waived as a minor formality.

B. EVALUATION OF QUALIFICATIONS

All responsive Qualifications will be evaluated by an Evaluation Committee of no less than five (5) representatives, as determined by the SJC Purchasing Department. Evaluators will review and score the Qualifications individually, with no interaction or communication with any other individual, except any such communication which occurs at the Evaluation Meeting. Evaluators' scores will be announced at a Public Evaluation Meeting in accordance with Florida Sunshine Law. Evaluation of the responsive Qualifications shall be in accordance with the Evaluation Criteria as provided herein.

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

C. 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	25
2. Related Experience	25
3. Approach to Services	20
4. Proposed Schedule	20
Total Points Possible per Evaluator:	90
5. Shortlist Discussion (Interview/Presentation)	40
Total Points Possible (Shortlist Firms only):	130

D. SHORTLIST DISCUSSIONS (INTERVIEW/PRESENTATIONS)

Upon evaluation of submitted Qualifications, the Evaluation Committee shall determine a shortlist of Respondents to participate in discussions, consisting of interviews or presentations, in accordance with Florida Statute 287.055. The score for discussions shall be added to the score for the Qualifications, to determine a total score and ranking of shortlisted Respondents.

Given the expedited timeframe of this solicitation, the makeup of the discussions is provided herein, for Respondents to familiarize themselves with the expectations of the County. The discussions with the shortlisted Respondents will consist of a review of the following:

1. Discuss a project where your firm worked with an agency and the agency's CMAR. How did you contribute to the success of that project? What were some lessons learned from your experience on that project?
2. How will you incorporate the needs of the library with the inclusion of community center space to ensure maximum benefit of the various spaces within the facility?

3. How will you ensure the most cost effective, functional and constructable design is delivered to the County?
4. Can you accomplish this design within the timeframe objective provided by the County? How are you going to mitigate impacts to that timeframe?
5. Discuss your project plan in regards to communication, progress of design, consideration of options, decision making, and risk mitigation.

E. NEGOTIATIONS & AWARD

Upon evaluation and final ranking of Qualifications and shortlist interview/presentations, a Notice of Intent will be issued, expressing the County's intent to move forward. The County is under no obligation to award a Contract as a result of this RFQ. Any award of a Contract shall be contingent upon availability of lawfully appropriated funds for this purpose.

It is the intent of the County to enter into negotiations with the top ranked Respondent, provided no documentable justification is provided that would prohibit the County from proceeding with the top ranked Respondent. If the County and the selected Respondent are able to reach an agreement for the required Services, a Contract will be presented to the Board of County Commissioners for approval to execute. If the County and the selected Respondent are unable to reach an agreement, the County shall cease negotiations with the top ranked Respondent and shall initiate negotiations with the next successively ranked Respondent 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 Respondent 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 Purchasing Director. 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 VI: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The County intends to negotiated and award 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 Respondent. The Term of the awarded Contract shall be determined upon negotiation and approval by both parties.

In the event a Contract is attached to this RFQ, such attached Contract is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract is not attached to this RFQ, it is expressly understood that the County's preference/selection of any Respondent or submitted Qualifications does not constitute an award of a Contract with the County. It is anticipated that subsequent to the County's preference/selection of any Respondent, 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 otherwise modify one or more components of the selected Respondent's Qualifications and any subsequent proposal(s) in order to accommodate changed or evolving circumstances that the County may have encountered since the issuance of this RFQ.

Any contract(s) awarded as a result of this RFQ shall be non-exclusive. The County reserves the right to: (1) enter into contracts with firms for some or all of the services, and (2) to subsequently solicit Qualifications and/or negotiate contracts, for services, as needed, in order to serve the best interest of the County. All such actions shall be at the sole discretion of the County.

B. PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records

of performance to ensure that the Respondent 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 the awarded Consultant 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 awarded Consultant to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the awarded Consultant 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 awarded Consultant fails to cure the default, or comply with the requirements of the Contract Documents, the County shall issue termination notice in accordance with the Contract Documents, and shall seek any and all remedies legally available to mitigate damages incurred by the County.

D. FORCE MAJEURE

If awarded a Contract on the basis of the submitted Qualifications and any subsequent proposals, the awarded Respondent pledges to perform the specified Services barring any delays due to force majeure events which are not reasonably foreseeable and are beyond the control of both the awarded Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, natural disasters, and other acts of God.

E. GOVERNING LAWS & REGULATIONS

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

F. COMPLIANCE WITH THE OCCUPATIONAL SAFETY AND HEALTH ACT

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

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

G. LICENSES, PERMITS, FEES

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

H. SUPPLIER PAYEE MANAGEMENT

The County has implemented a registration process for awarded Suppliers, which includes Contractors and Consultants *even* if the Supplier, Contractor, or Consultant is currently or has previously done business with the County. This process is through PaymentWorks, a third-party payee management system. Upon award, Supplier will receive an invitation to register from the County Purchasing Department, via email, which will originate from the

To the extent permitted by, and in accordance with Florida Statute § 725.08, 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 awarded Consultant in the performance of the Contract.

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

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

PART VII: – ATTACHMENTS

The required Attachments that Respondents must complete, sign, have notarized and include as part of their submitted Qualifications are provided herein on the following pages. The instructions provided above in Part III specify in which sections of the submitted Qualifications the required Attachments must be included.

RFQ NO: 1900; Design of New Library at Northeast Community Park

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

FULL LEGAL NAME OF RESPONDENT: _____

MAILING ADDRESS: _____

RFQ POINT OF CONTACT NAME & TITLE: _____

RFQ POC EMAIL ADDRESS: _____

RFQ POC PHONE NUMBER: _____

POC FOR INVITATION TO PAYMENTWORKS:

NAME & TITLE: _____

POC FOR INVITATION TO PAYMENTWORKS

EMAIL ADDRESS: _____

DATE OF SUBMITTAL: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

ATTACHMENT A
QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Firm for RFQ NO: 1900; Design of New Library at Northeast Community Park

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: _____
Signature of Affiant

By: _____
Full Name and Title of Affiant

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

Notary Public
My Commission Expires: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

**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 subconsultant) or been sued by or had a formal claim filed by an owner, subconsultant or supplier resulting from a contract 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: 1900; Design of New Library at Northeast Community Park

ATTACHMENT C
AFFIDAVIT OF SOLVENCY

STATE OF _____
COUNTY OF _____

PERTAINING TO THE SOLVENCY OF _____, being of lawful age and being duly sworn I, _____, as _____ (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 & Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT D
AFFIDAVIT**

STATE OF _____
COUNTY OF _____

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.

Before me, the undersigned authority, _____ ("Affiant") who, being duly sworn, deposes and says he/she is _____ (Title) of _____ (Respondent) the respondent submitting the attached proposal for the services covered by the RFQ documents for **RFQ NO: 1900; Design of New Library at Northeast Community Park**.

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 & Title of Affiant

Full Legal Name of Respondent

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

Notary Public
My Commission Expires: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT E
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFQ) Number/Description: **RFQ NO: 1900; Design of New Library at Northeast Community Park**

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: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT F
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: 1900; Design of New Library at Northeast Community Park

ATTACHMENT G
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. 1900 (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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

ATTACHMENT H

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

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

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

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Respondent

Date of Signature

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

Notary Public

My Commission Expires

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT I
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-PRIMARY
COVERED TRANSACTIONS**

The Respondent certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Respondent must have no Active Exclusions listed in www.SAM.gov.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this RFQ, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF RESPONDENT: _____

DATE: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

ATTACHMENT J

BYRD ANTI-LOBBYING COMPLIANCE AND CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000). The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 9-26-16 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Authorized Principal(s):

NAME (print): _____

SIGNATURE: _____

TITLE: _____

FULL LEGAL NAME OF RESPONDENT: _____

DATE: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT K
NON-COLLUSION CERTIFICATION**

St. Johns County requires, as a matter of policy, that any Respondent receiving a contract or award resulting from this Request for Qualification issued by St. Johns County shall make certification as below. Receipt of such certification, under oath, shall be a prerequisite to the award of contract and payment thereof.

I (we) hereby certify that if the contract is awarded to me, our firm, partnership or corporation, that no members of the elected governing body of St. Johns County nor any professional management, administrative official or employee of the County, nor members of his or her immediate family including spouse, parents or children, nor any person representing or purporting to represent any member or members of the elected governing body or other official, has solicited, has received or has been promised, directly or indirectly, any financial benefit including but not limited to a fee, commission, finder's fee, political contribution, goods or services in return for favorable review of any Qualifications submitted in response to this Request for Qualification or in return for execution of a contract for performance or provision of services for which Qualification are herein sought.

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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires: _____

RFQ NO: 1900; Design of New Library at Northeast Community Park

**ATTACHMENT L
EQUAL OPPORTUNITY REPORT STATEMENT**

The Respondent shall complete the following statement by signing this form where indicated. Failure to complete this form may be grounds for rejection of bid:

The awarded Consultant shall comply with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as amended) prohibiting employment discrimination and shall comply with the regulations and guidelines promulgated pursuant to this Act by the Secretary of the Interior and the Heritage Conservation and Recreation Service.

During the performance of this contract, the awarded Consultant, for itself, its assignees and successors in interest ("Consultant") agrees as follows:

- (1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of

the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-Consultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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 Affiant, who is personally known to me or has produced _____ as identification.

Notary Public

My Commission Expires:_____

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

SEALED RFQ • DO NOT OPEN	
SEALED RFQ NO.:	RFQ NO: 1900
RFQ TITLE:	Design of New Library at Northeast Community Park
DUE DATE/TIME:	By 4:00 PM EST– June 20, 2024
SUBMITTED BY:	Company Name
	Company Address
	Company Address
DELIVER TO:	St. Johns County Purchasing Department 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT



ADDENDUM #1

June 11, 2024

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFQ No: 1900; Design of New Library at Northeast Community Park

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

Revisions/Clarifications:

The County provides the following revisions and/or clarifications to be incorporated into the RFQ Documents:

1. Part II: Scope of Services, paragraph C Scope of Services, 1. Design Development is revised to remove landscape and irrigation from the list of required drawings, and shall read as follows:

Design Development

- *Conceptual design*
- *Geotechnical services*
- *Renderings*
- *30%, 60%, and 100% drawings for review and comment by the County and County's CMAR at each stage*
- *All required drawings for the project including architectural, structural, mechanical, electrical, plumbing, fire protection, technology, furniture, and equipment*
- *Acquire all required permitting*
- *Cost estimate at each stage of design review by the County and County's CMAR*
- *Changes to design based upon input by County and County's CMAR to maximize constructability and cost effectiveness*
- *Value engineering*

2. Part III: Submittal Instructions & Format Please, paragraph H. Qualification Submittal Instructions change, Section 3: Related Experience is revised to read:

Respondent must provide documentation to demonstrate any and all relevant experience. The documentation must include a listing of all projects designed, with Respondent as the lead firm, including project title, owner/agency, point of contact (name, title, phone, email), project award and completion dates, project cost (starting vs. final). The County reserves the right to reach out to any agency to inquire about Respondent's performance and responsibility of the Respondent, whether or not the agency is included in the list specified in this Section.

Questions/Answers:

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



1. What are the scopes of the technology, furniture, landscape, and irrigation drawings that you are looking for?
Answer: Landscaping and irrigation design has been removed from the scope, per Revision/Clarification #1 above. Technology includes voice/data and security (CCTV and access controls), and Furniture includes a furniture/equipment plan, schedule, and specifications.
2. Do these drawings require specific engineers with respective certifications?
Answer: See Part III: Submittal Instructions & Format, Paragraph B. Minimum Qualifications.
3. What is the design budget for RFQ 1900 Design of New Library at Northeast Community Park?
Answer: The design budget is anticipated to be approximately \$1,000,000. Contract negotiations will occur with the awarded consultant to determine final scope and fee.
4. Can we include relevant projects that are older than 5 years?
Answer: You may include any projects relevant to the scope of this RFQ, but you must comply with the page limitation of thirty (30) pages.
5. Can we provide some relevant projects with the design firm as lead and other projects with the architect of record as lead?
Answer: See Revision/Clarification #2 above.
6. Does the County have LEED requirements?
Answer: No.
7. Can we have permission to use the St. John's County Logo for our RFQ submission?
Answer: No.
8. Does the County have WMBE participation requirements?
Answer: No.
9. Regarding the aforementioned project, the RFQ states that the "Respondent must possess a current Local Business Tax Receipt for St. Johns County, or must agree to obtain a Local Business Tax Receipt upon County issuance of Notice of Intent." If so, this excludes non-local firms from submitting. Is it the intent of the County to have only local Architects submit? Also, if a sub-consultant possess a Local Business Tax Receipt for St. Johns County, will the County accept this as the Respondent meeting the requirement?
Answer: Non-local Respondents are welcome to submit qualifications. Please see Part III Submittal Instructions & Format, paragraph B, sentence 3; if the Respondent does not possess a current Local Business Tax Receipt, the option is stated for the Respondent to obtain one, upon issuance of a Notice to Award. A Local Business Tax Receipt can be obtained with minimal time and effort. The awarded Respondent, not a sub-consultant, must possess a Local Business Tax Receipt prior to the execution of a contract.
10. Has a survey of the site already been completed or will the Respondent need to include a surveyor on the team?



Answer: A survey has been completed and the County's Civil Engineer will provide the Finished Floor Elevation for the library building. The awarded Consultant will be required to provide electrical load requirements, domestic water service requirements, sanitary requirements (based on plumbing fixture count), and HVAC equipment schedules/specifications within 90 days from the Notice to Proceed so that the County can plan with regards to civil utility design (performed by others) and preorder, through Owner Direct Purchasing, long-lead time equipment. It is also assumed that the building will be equipped with sprinklers and require a 6-inch fire main to service the building.

SUBMITTAL DEADLINE FOR QUALIFICATIONS REMAINS: THURSDAY, JUNE 20, 2024, BY 4:00 PM

Respondent Acknowledgment:

Signature of Authorized Representative

Printed Name/Title Authorized Representative

Respondent Company Name

END OF ADDENDUM NO. 1