

**ST. JOHNS IMPROVEMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS**

ENGINEERING DESIGN, SURVEYING, PERIODIC

CONSTRUCTION INSPECTION SERVICES, AND

PRIVATE CONSTRUCTION PROJECT REVIEW

FOR PROJECTS INSIDE THE DISTRICT

RFQ: 2025-002

**ST. JOHNS IMPROVEMENT DISTRICT**

**REQUEST FOR QUALIFICATIONS**

**ACCEPTANCE 905 122nd Avenue SW, Vero Beach, FL 32968**

**April 21st, 2025**

**11:00am**

ALL PROPOSALS MUST BE RECEIVED AT THE INDICATED ADDRESS  
PRIOR TO THE DATE AND TIME SHOWN ABOVE. LATE QUALIFICATIONS  
WILL BE RETURNED UNOPENED.

REQUESTS FOR INFORMATION REGARDING THIS REQUEST FOR  
QUALIFICATIONS SHOULD BE DIRECTED TO:

JOHN FREDERICK LANG, ADMINISTRATOR  
ST. JOHNS IMPROVEMENT DISTRICT  
905 122nd AVENUE SW  
VERO BEACH, FL 32968

PHONE: 772-564-2797

EMAIL: [Administrator@stjid-fl.com](mailto:Administrator@stjid-fl.com)

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## I.

### PURPOSE

St. Johns Improvement District (the District) is seeking Qualification Submittals from Florida licensed professional engineering firms to furnish engineering, periodic inspection services, and private project construction review on a continuing service basis. The specific professional services to be provided are more particularly set forth elsewhere herein.

This Request for Qualifications serves as NOTICE that the District, in compliance with Chapter 287.055 Florida Statutes (Engineers Competitive Negotiations Act), announces that professional services in the disciplines of planning, engineering, and inspection services will be required for the work described herein.

## II.

### SCOPE OF SERVICES

The District is seeking submittals, solely through and by this Request for Qualifications from Florida licensed, professional engineering firms, partnerships, or corporations (herein referred to as the Engineer). The scope of professional services sought to be provided by the Engineer may include, but may not be limited to:

Private construction review, review of existing master plans and standards development are required.

The services will require close and frequent liaison with District staff.

#### A. GENERAL SERVICES

Engineer will provide consulting engineering services on a continuing service basis.

1. Review of permit applications, use of rights-of-ways/ easements applications, and other purpose specific applications such that are made to the District by landowners within the District.
2. Permitting compliance reports as required by District received permits from other governing entities that have an engineering component.
3. 5 year water control plan as required by state statute.

4. Annual Engineers report (May 1)
5. Board Meeting attendance (currently bi-monthly, but possibly more frequently).
6. Other meeting attendance with District Officials as necessary to consult on issues or projects requiring professional engineering, planning, surveying, mapping, subsurface utility engineering analysis or evaluation.
7. Advising District Officials on matters that may materially affect the infrastructure of the District or any of its public assets.
8. Any and all other necessary, requested, required, or appropriate professional services as directed by the District Administrator.

#### B. SURVEYING SERVICES

Engineer will provide surveying services on an as needed, continuing services basis.

#### C. INSPECTION SERVICES

Engineer will provide inspection services on an as needed, continuing services basis.

Inspection of projects in construction nearing completion and/or recently completed as required by permits submitted by landowners to the District as directed by the District Administrator.

#### D. DISTRICT PROJECT SPECIFIC SERVICES

Engineer is to provide consulting engineering services related to the design and construction of stormwater pump stations, monitoring, reservoir management, and levee construction. Design shall be in accordance with SJRWMD, FDOT, and District standards. Services may include, but may not necessarily be limited to, the following tasks:

1. INSPECTION OF PROJECT: Provide on-site inspection. Provide contract administration as an agent of the District to establish and implement coordination procedures between the District, Engineer, and Contractor.
2. SUBMITTAL PROCEDURES: The Engineer will establish, in

conjunction with the District, procedures for submittals, change orders, payment requests, and other procedures, and maintain logs, files, and other necessary documentation. As the District's representative at the job site, the Engineer's Inspector will be the party through which change orders, payment requests, submittals, and information will be processed from Contractor to District.

3. **CONTRACT ADMINISTRATION:** The Engineer will monitor and expedite the progress of the work as per schedules prepared by the Contractor.

The Engineer will conduct periodic (as needed) job site progress meetings with representatives of the Contractor and his subcontractor(s), and with the District Project Manager. The Engineer will record, transcribe, and distribute minutes to all attendees, the District, and all other appropriate parties.

4. **COORDINATION OF TECHNICAL INSPECTION AND TESTING:** In instances where technical inspection and testing are being provided by the Contractor or other third party, this technical inspection and testing will be coordinated and monitored by the Engineer's Inspector. All technical inspection reports will be in a format approved by the Engineer. This information will be made available to the District Project Manager. The Engineer will inspect work performed for compliance with contract documents.

5. **MONTHLY CONTRACTOR PAYMENT:** The engineer will review and make recommendations pertaining to monthly payment to each Contractor.

6. **EXERCISE OF CONTRACT PREROGATIVES:** When appropriate, the Engineer will advise the District and make his recommendations to the District for exercising the District's contract prerogatives, such as giving Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to Contractor failings, withholding payment for cause, and other prerogatives, when required, in an effort to achieve contract compliance.

7. **NON-COMPLIANCE WORK:** The Engineer will, in conjunction with the District, make recommendations for corrective action on non-compliance work. The Engineer will make recommendations to the District in instances where he observes work that, in his opinion, should be condemned.

8. **CHANGE ORDER CONTROL SYSTEM:** The Engineer will establish and implement, in conjunction with the District, a change order control

system. All proposed change orders will first be set forth in a letter outlining in detail (in documents prepared by the Engineer) the change order, and accompanied by technical drawings and specifications, if necessary. Proposal letters will be transmitted to the Contractor, and a detailed breakdown of cost and time extension requested will be transmitted back to the Engineer for evaluation. The Engineer will make recommendations to the District prior to execution of change orders. All change orders and proposals will be tracked in the Engineer's Inspector's log book, which will be the basis for the change order status report to District.

9. EVALUATION OF CHANGE ORDER COST AND TIME EXTENSIONS: The Engineer, in conjunction with the District, will negotiate change order costs and time extensions on behalf of the District when appropriate. The Engineer will advise the District of acceptability of price and time extension prior to the execution of any change order.
10. CONTRACTOR CLAIMS: The Engineer will be the recipient of all notices of claims by the contractors against the District for additional cost or time due to any alleged cause. The Engineer will perform a preliminary evaluation of the contents of the claim, obtain the factual information concerning the claim, review the impact of the alleged cause, reflecting on the construction schedule, and make recommendations, after discussing with the District, as to the District's position to the Contractor.
11. CONTRACTOR CLAIMS NEGOTIATIONS: The Engineer, in conjunction with the District, will negotiate the claim with the Contractor on behalf of the District at the District's instructions. The Engineer will make a final recommendation to the District concerning settlement or other appropriate action
12. EQUIPMENT INSTRUCTION MANUALS: The Engineer will be the recipient of all written material, such as operations and maintenance manuals, warranties, guarantees, etc., for all equipment installed in the project, which will then be forwarded to the District.
13. TECHNICAL INSPECTION: The Engineer will provide technical inspection. The engineer will establish and implement a program to monitor the quality of the construction, which purpose will be to guard the District against defects and deficiencies in the work of the Contractor. Under this task, the Engineer will have authority to reject work and to transmit a Letter of Condemnation when it is in his or the District's opinion that the work does not conform to the contract

documents. However, the Engineer will not be authorized under this task to revoke, alter, enlarge, relax, or release any requirement of the contract, nor to issue instructions contrary to the contract documents, without authorization of the District. No communication between the Contractor(s) will in any way be construed as binding the Engineer or the District in any way, nor as

- a. Relieving the Contractor(s) of his obligation to perform the work in strict conformance with the contract documents and in strict conformance with all other applicable laws, rules and regulations; or
  - b. Making the Engineer an insurer to the performance of the Contractor(s).
14. MASTER SCHEDULE: The Engineer will continue to update and maintain the Master Schedule for all projects assigned by work order or verbal direction; incorporating all in-progress adjustments, and distribute to the District, Contractor, and other appropriate parties.
  15. CONSTRUCTION PROGRESS REVIEW: The Engineer will review the progress of construction on a monthly basis and evaluate the percentage complete of each construction activity, as indicated in the construction schedule, and will review these percentages with the Contractor. This will serve as data for input to the monthly update report, which will be generated and distributed to the Contractor, the District, and other appropriate contractual parties, and will be the basis for the monthly progress payment to the Contractor and will indicate to the District when notices to the Contractor for acceleration of the work and the District prerogatives are appropriate.
  16. CLAIMS ANALYSIS: The Engineer, will analyze claims for extension of time and impact costs, utilizing the schedule reports. An Impact Evaluation Report will be generated, which will reflect the actual impact to the schedule. The report will also provide a brief narrative, including a recommendation for action to the District.
  17. RECOVERY SCHEDULE: When appropriate and approved by the District, the Engineer will generate, in conjunction with the Contractor(s), a recovery schedule reflecting what corrective action and extraordinary efforts should be undertaken by the Contractor to recapture the original schedule. This schedule will be distributed to the Contractor (s), the District, and other appropriate parties.
  18. EVALUATE PROPOSAL COST: The Engineer will evaluate the Contractor's proposed cost and will make a formal recommendation to

the District prior to execution of any Change Order.

19. **EVALUATE CLAIM COST:** The Engineer will prepare estimates based on the alleged cause of claims submitted by the Contractor(s) and will prepare alternate estimates based on varying scenarios for the claim cause. These estimates will be transmitted to the District and will be utilized in claim rulings and negotiations.
20. **SCHEDULE OF VALUES:** The Engineer will, in conjunction with the contractor(s), determine a schedule of values for each of the schedule activities, and will analyze this information as initial data and will initialize the progress payment schedule for the construction phase. This report will then be utilized as the basis for all future progress payments during the construction phase.
21. **REPORTS AS REQUESTED:** The Engineer will generate the necessary reports as to inform the District of the status of the project. Such reports will be discussed as to type, reporting period, etc., with the District, and submitted as requested.
22. **SUBSTANTIAL COMPLETION:** In conjunction with the District, the Engineer will prepare a list of incomplete or defective work (punch list) prior to the District's acceptance. When incomplete work or defective work has been remedied, the Engineer will advise the District of acceptability of project completeness, and issue a Certificate of Substantial Completion.
23. **FINAL COMPLETION:** The Engineer will, in conjunction with the District, at the conclusion of all corrective action of all punch list items, make a final comprehensive inspection of the project and will make a report to the District, which will indicate whether the Engineer finds the work performed and acceptable under the contract documents and the relevant project data, and will make recommendations as to final payment to the Contractor(s).
24. **RECORD DRAWINGS:** The Engineer, in conjunction with the District, will perform coordination and expediting functions to insure that the Contractor(s) fulfill their obligation in providing record drawings.
25. The Engineer will be required to transition with the current District Engineer (Carter Associates) in order to ensure that all ongoing projects are kept current. Further, the Engineer will be required to certify completion of all projects completed after award of this RFQ.

### III.

#### SELECTION CRITERIA AND METHOD OF SELECTION

##### A. SELECTION CRITERIA

All Submittals received in response to this Request for Qualifications must include, at a minimum: statements, data, documents or other materials evidencing the following:

1. Professional qualifications of firm and specific individual(s) to be assigned to this project, including those persons' qualifications and experience.
2. List of all projects of similar nature performed in the last five years. Do not list any projects completed in the last five years if personnel assigned to those projects are no longer with the firm or are not anticipated to be assigned to this project. Firms to be considered shall either have provided engineering services to a special district or to a governmental organization in the State of Florida serving in lieu of staff.
3. Capacity to accomplish work within the time frame to be established by the District.
4. Present work load.
5. Proof of insurance as indicated in [Section VI](#).
6. Proximity of firm in relation to the District.
7. Form 330. The form is available as a pdf on our website.

Qualifications received which are not SPECIFICALLY responsive to each of the seven (7) considerations set forth above may, at the sole discretion of the District, be disqualified.

##### B. SHORT LIST

The District, at its sole option, will determine the number of Engineers "short-listed" (those Engineers to be interviewed). The number of Engineers so "short-listed" shall be no less than two (2), excepting where less than two (2) Submittals meeting minimum requirements as set forth herein are received, and the District deems it sufficient that the number of such Submittals is sufficient.

The District may, solely at its own option, seek additional Submittals with this or a similar Request for Qualifications in the event the District, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the District's needs and/or that award of a contract arising from this Request for Qualifications would not be in the public interest.

c. METHOD OF SELECTION

The District shall convene an Engineering Selection Review Committee, which shall independently evaluate and rank each Submittal meeting minimum qualifications in order of preference. As a "committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications and develop a "short list" of Engineers.

The Engineering Selection Review Committee may informally interview and evaluate "short-listed" firms and rank those firms interviewed. The Committee shall forward its recommendations to the District's Board which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.

The District's Board possesses sole authority to award a contract for the professional services sought herein.

This is a Request for Qualifications, not a bid. The District reserves the right to reject any and all proposals, waive informalities and technicalities, and enter into a contract with a firm or firms whose qualifications best serves the interest of the District, not just based on the highest score/ rank. The District reserves the right to make such investigation as deemed necessary to determine the ability of any proposer to perform the services requested.

d. CONSULTING ENGINEERING SELECTION

The Engineering Selection Qualifications Review Committee may be comprised of three individuals approved by the District Administrator.

## **IV**

### NOTE TO ALL PROSPECTIVE ENGINEERS

Instructions and/or conditions are set forth elsewhere herein with respect to APPROVED METHODOLOGIES AND PROCEDURES incidental to clarification of any conditions, requirements or information provided herein or with respect to any responses to any questions arising from the Request for Qualifications.

Potential and actual Respondents to this RFQ are hereby warned that they may not rely on responses to their question(s) by any person(s) whatsoever, except those set forth herein.

Potential and actual Respondents to this RFQ are hereby warned that the only data and information upon which selection will be based must be included in the firm's response to this Request for Qualifications and that any attempt to gain advantage outside the limits and/or conditions set forth herein by way of direct and/or indirect verbal and/or written communication in any fashion whatsoever (except when attempting to gain clarification of information, data, conditions or requirements set forth herein by such appropriate method(s) as set forth herein) may be inappropriate and grounds for disqualification by the District at its sole option.

## V

### GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL REQUESTS FOR QUALIFICATIONS

- A. The Submittal shall be placed in a container and properly identified. The Submittal must be received not later than the time specified on the opening date.
- B. Each Engineer or firm shall submit three (3) copies of their Qualifications submittal to the District's Administrator, as indicated on the cover sheet of the Request for Qualifications.
- C. Any late Submittal will be returned to Originator, if request number, opening date, and bidder's return address is shown on the container.
- D. The Submitter should show title and authority to bind his firm in a contract. Firm name and authorized signature must appear on the Submittal.
- E. The Submittal cannot be altered or amended after opening time any alterations made before opening time must be initialed by responding firm's authorized agent. No Submittal can be withdrawn after opening time without approval by the District Administrator.
- F. Inquiries pertaining to the Request for Qualifications must give request number and opening date.
- G. NO substitutes or cancellations are permitted without written approval by the District Administrator and/or his representative.

H. The District reserves the right to accept or reject all Submittals, or any part of any Submittal, waive minor technicalities, and award the contract to best serve the interest of the District.

## VI.

### INSURANCE REQUIREMENTS

The Engineering firm selected will be required to furnish evidence of insurance(s) to the District as set forth below:

A. Worker's Compensation for Employer's Liability Insurance:

The Engineering firm shall maintain Worker's Compensation Insurance & Employer's Liability Insurance in accordance with Section 440, Florida Statutes. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, and \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Engineering firm qualify its employee(s) for benefits under the Federal Workers' Compensation Statute (e.g. US Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

B. General Liability Insurance:

Commercial general liability coverage, including contractual liability and independent contractor on an occurrence basis, including contractual liability, to cover the hold harmless agreement set forth herein, with limits not less than:

- Each occurrence: 1,000,000
- Personal/advertising injury: 1,000,000
- Products/ completed operations aggregate: 2,000,000
- General aggregate: 2,000,000
- Fire damage: 100,000 any 1 fire
- Medical expense: 10,000 any 1 person

C. Business Automobile Insurance:

The Engineering Firm agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each accident covering any auto (owned, not owned, hired). In the event that the Engineering Firm does not own any vehicles, the coverage is amended to maintain coverage to only Not Owned & Hired. Certificate Holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

D. Professional Liability:

The Engineering firm agrees to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 Per Occurrence. When the deductible exceeds \$10,000, the District reserves the right, but is not obligated, to review and request a copy of the Engineering Firm's most recent annual report or audited financial statement. In the event the policy is cancelled, non-renewed, retroactive date advanced, or any other even triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineering Firm agrees to purchase a SERP with a minimum reporting period not less than four (4) years. If the policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided. The policy shall be an occurrence form, not a claims made policy. Self-Insured firms are not accepted.

E. Additional Insured:

An Additional Insured endorsement must be attached to the certificate of insurance under the General Liability Policy. Coverage shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the District. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

General Liability and Business Automobile Insurance policies shall clearly state that coverage required by the Contract has been endorsed to include the St Johns Improvement District, a special district in the State of Florida, its officers, agents, and employees as Additional Insured. The name for the Additional Insured endorsement issued by the insurer shall read: "**St Johns Improvement District, its officers, agents, and employees.**" Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the District prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to St Johns Improvement District, 905 122<sup>nd</sup> Ave SW, Vero Beach, FL 32968. In the event that the statutory liability of the District is amended during the term of this Contract to exceed stated limits, the Engineering Firm shall be required, upon thirty (30) days written notice by the District, to provide coverage at least equal to the amended statutory limits of liability.

F. Engineer agrees to provide the insurance required, written by a carrier licensed to do business in the State of Florida. The insurance company selected shall be rated A- VII or better, per the Best's Key Rating Guide.

G. Waiver of Subrogation:

By entering into this Contract, the Engineering Firm agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss contract to waive subrogation without an endorsement, then the Engineering Firm shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

H. The District shall be given 30 days written notification of their intent to cancel or modification of any stipulated insurance. Insurance coverages shall be written on an occurrence basis with a company licensed to do business in the State of Florida.

The certified policies of insurance shall be submitted to the District ten (10) days prior to the commencement of any work under the contract. A certificate of insurance will be provided to the District for review and approval.

It is the responsibility of the Engineering Firm to ensure that current copies of any and all insurance policies under this Contract are submitted to the District prior to the expiration date of the prior certificates.

I. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Engineering Firm for any and all claims under this Contract.

J. Subcontracts/ Consultants Insurance

It shall be the responsibility of the Engineering Firm to ensure that all independent consultants and/or subconsultants comply with the same insurance requirements referenced herein. It shall be the responsibility of the Engineering Firm to obtain Certificates of Insurance from all independent consultants and subconsultants listing the District as an Additional Insured without the language " when required by written Contract". If the Consultant maintains higher limits than the minimums listed, the District requires and shall be entitled to coverage for the higher limits maintained by the Engineering Firm/ Consultant/ Subconsultant.

K. To the extent of the insurance benefits under the insurance policies required herein, described above, whether indemnity payments, defense costs, or otherwise, the Engineer shall indemnify and save the District harmless from the actions, payments, and judgments arising from personal injuries or act or omission of the Engineer, his agents, servants, or employees, in execution or guarding of the work, including any and all expenses, legal or otherwise, incurred by the District or its representatives

in the defense of any claim or suit.

## **VII**

### HOLD HARMLESS CLAUSE / INDEMNIFICATION REQUIREMENT

The Submittal shall provide for the Engineering firm holding harmless the District and representatives thereof from all suits, actions, or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work, or on employees, or from any claims or amounts arising or uncovered under any law, bylaw, ordinance, regulation, or decree.

The District shall require the following or similar indemnification paragraphs to be made part of the contract(s) as entered into with the successful proposer(s). The District shall be held harmless against all claims for bodily injury, sickness, disease, death, or personal injury, or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the District's own negligence.

The District shall also be held harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the District's own negligence.

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**VIII**

**ENGINEER'S/FIRM'S CERTIFICATION**

The District requires, as a matter of policy, that any Engineer or firm receiving a contract or award resulting from the Request for Qualifications issued by the District, 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 the District, nor any professional management, administrative official or employee of the District, 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 Submittal submitted in response to the Request for Qualifications or in return for execution of a contract for performance or provision of services for which Submittal s are herein sought.

Handwritten Signature of authorized Principal(s):

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ NAME OF  
FIRM/PARTNERSHIP/ CORPORATION:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

## IX

### SPECIAL CONTRACT TERMS AND CONDITIONS

#### A. PROCEDURES

1. The extent and character of the services to be performed by the Engineer or firm shall be subject to the general control and approval of the District Administrator. The Engineer or firm shall not comply with requests and/or orders issued by other than the District Administrator or his representative acting within their authority for the District.
2. Support services, i.e., office area, secretarial staff, will be furnished by the District.

#### B. PERIOD OF PERFORMANCE

The contract shall be effective upon contract execution and within such time frames as may be set forth therein. Successful Contractor must be able to begin work immediately after execution of contract.

#### C. TERMINATION

Subject to the provisions below, the contract may be terminated by either party upon thirty (30) days advance written notice to the other party, but if any work or services hereunder are in progress and not complete the date of termination, then this contract may be extended upon written approval by the District until said work or services are completed and accepted.

1. Termination of Convenience: In the event that this contract is terminated or cancelled upon request, and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
2. Termination for Cause: Termination by the District for cause, default or negligence on the part of the Engineer or firm shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

#### D. INCONSISTENCIES IN CONDITIONS

In the event there are inconsistencies between the General Contract Terms and Conditions and the Special Contract Terms and Conditions, and other schedules contained herein, the latter two shall take precedence.

#### E. INVOICING AND PAYMENT

Except as may otherwise be provided by the contract to be executed by the District and the firm to which the contract for this work is awarded, the following invoicing and payment conditions shall apply:

1. Contractor shall submit invoices (two originals), for each payment requested; such invoices to include a detailed breakdown of all charges.
2. Invoices shall include actual hours of performance by the Engineer's employee working on this project and shall include progress reports.
3. All such invoices will be paid promptly by the District, unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Engineer shall provide complete cooperation during any such investigation.

### X

#### INSTRUCTIONS FOR SUBMITTING THE QUALIFICATIONS SUBMITTAL

##### A. ADDENDUM AND SUPPLEMENT TO REQUEST

If it becomes necessary to revise any part of this request, or if additional data is necessary to enable the exact interpretation of provisions of this request, revisions will be provided to all Engineers or firms who received or who requested this Request for Qualifications.

##### B. QUESTIONS AND INQUIRIES

Questions and inquiries, both verbal and written, will be accepted from any and all Engineers and firms provided, however, that all questions are received at least five (5) working days in advance of the Submittal acceptance date.

##### C. PREPARATION AND SUBMITTAL OF THE QUALIFICATIONS SUBMITTAL

1. Each Submittal shall be signed in ink by the individual Engineer or authorized principals of the firm.
2. All attachments to the Request for Qualifications requiring execution by the Engineer or firm are to be returned with the Submittal.
3. The Submittals are to be returned in a sealed container. The face of the container shall indicate the title of the Submittal: i.e., "Engineering

Services Request for Qualifications.”

4. The Submittals shall be received by the District Administrator, or his representative, no later than 3:00 p.m. on the date set forth herein and in the Notice Submittal. Engineers or firms mailing their Submittal should allow for normal mail time to ensure receipt of their Submittal prior to the time and date fixed for the acceptance of the Submittal. A submittal received after the time and date above shall NOT be accepted.

D. WITHDRAWAL OF A QUALIFICATIONS SUBMITTAL

1. All Submittals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
2. A Submittal may be withdrawn upon written request from the Engineer at the address shown in the solicitation prior to the time of acceptance.
3. Negligence on the part of the Engineer in preparing the Submittal confers no right of withdrawal after the time fixed for the acceptance of the Submittal.

E. MISCELLANEOUS REQUIREMENTS

1. The District will not be responsible for any expenses incurred by an Engineer or firm in preparing and submitting a Submittal. All Submittals shall provide a concise delineation of the Engineer's or firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
2. Engineers or firms who submit a Submittal in response to this Request for Qualifications may be required to make an oral presentation of their Submittal. The District Administrator and/or his representative will schedule the time and location for this presentation.
3. The contents of the Submittal submitted by the successful Engineer firm and this Request for Qualifications will become a part of any contract award as a result of these specifications. The successful Engineer or firm will be expected to sign a contract with the District.
4. The District reserves the right to reject any and all Submittals received by reason of this request, or to negotiate separately in the manner necessary to serve the best interests of the District. Engineers or firms

whose Submittals are not accepted will be notified in writing.

5. The Engineer or firm is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to another person, company, or corporation without the previous consent and approval in writing by the District.

## **XI**

### FORM OF THE QUALIFICATIONS SUBMITTAL; SUBMITTAL CONTENT

- A. Interested Engineers or firms are cautioned to provide in their Submittal as much detail as possible pertaining to their capabilities, experience and approach to the services out lined in this Request for Qualifications.
- B. At a minimum, each Submittal must address each of the following:
  1. A description of how you propose to accomplish the required services outlined under Scope of Services.
  2. A statement of the experience and professional capability for the individual(s) who could be assigned to accomplish these services (i.e., resumes of personnel to be assigned).
  3. Engineers must list names, addresses and telephone numbers of recent clients for whom similar services have been performed.
- C. For each of the three (3) numbered items in XI.B above, respondents to this RFQ must present information or documentation in separately numbered / tabulated sections. Therefore, responses must include, at a minimum (in addition to the requirements set forth in Section III.A- Selection Criteria), three (3) numbered/tabulated sections corresponding to the numbered requirements above.

## **XII**

### PREPARATION AND SUBMISSION OF REPORTS

Engineers or firms shall provide all status reports to the Administrator or his designated representative. Written and verbal progress reports shall be submitted as required by the Administrator or his designated representative.