

RESOLUTION NO. 2013 - 198

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFQ NO. 13-36 AND TO EXECUTE AGREEMENTS FOR ARCHITECTURAL SERVICES

RECITALS

WHEREAS, the County desires to enter into a contract with the top five (5) ranked firms to provide Architecture services for St. Johns County; and

WHEREAS, the scope of the services shall consist of multiple future projects to be issued on a task order basis; and

WHEREAS, through the County's formal RFQ process, five (5) firms were selected as the most qualified respondents to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to award RFQ 13-36 to the top five (5) ranked firms.

Section 3. The County Administrator, or designee, is further authorized to execute the attached draft Contract with the top five (5) ranked firms on behalf of the County for the scope of services as specifically provided in RFQ 13-36.

WHEREAS, the contract will be finalized after further negotiations but will be in substantial conformance with the attached draft contract.

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, this 3rd day of September, 2013.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature]
John H. Morris, Chair

ATTEST: Cheryl Strickland, Clerk

By: [Signature]
Deputy Clerk

RENDITION DATE 9/9/13



EVALUATION SUMMARY SHEET

Date: 21-Mar-13
 RFQ: RFQ 13-36
 Architecture Services

ST. JOHNS COUNTY, FLORIDA

FIRM	RATER	RATER	RATER	RATER	RATER	RATER	RATER	TOTAL	RANK	COMMENTS
	Mike Rubin	Gene Burns	Mike Dalton	Gail Oliver	Kevin Wiseman	Gene Burns	Mike Dalton			
PQH Group	90	73	64	75	70			372	1	
Pond & Company, Inc.	86	70	60	74	65			355	2	
Ebert Norman Brady Architects	89	70	58	68	68			353	3	
Bergmann Associates	82	64	63	69	61			339	4	
Fisher Koppenhafer Architects	86	68	58	63	60			335	5	
Bhude & Hall Architects, P.A.	87	69	61	58	57			332	6	
Dixon Design Group, Inc.	87	69	53	67	56			332	6	
Rolland, DelValle & Bradley, Inc.	87	68	55	60	62			332	6	
Passero Associates Engineering Architecture	80	64	58	67	60			329	7	
CPH Engineers, Inc	81	63	67	60	56			327	8	
PVB Architecture, Inc.	86	70	56	59	56			327	8	
Smith McCrary Architects, Inc.	80	62	53	73	58			326	9	
Architects Design Group	79	60	63	74	47			323	10	
KZF Design Studio	83	66	57	58	57			321	11	
VRL Architects, Inc.	81	64	60	58	58			321	11	
Rispoli & Associates Architecture, Inc.	77	59	57	71	56			320	12	
CRG Architects / Palatka, Inc.	80	63	56	62	53			314	13	
Akel Logan Shafer Architects Planners	79	62	51	62	58			312	14	
TTV Architects, Inc.	82	65	48	58	57			310	15	
DJ Design Services, Inc.	79	61	46	63	57			306	16	

APPROVED: *Doug Tomlin* 1-2-13
 Purchasing Director
 Construction Services Director
M. White 3/26/2013

NOTE:
 THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGER IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM 4:00 p.m. March 21, 2013, UNTIL 4:00 p.m. March 26, 2013

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS. A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

**CONTINUING CONTRACT
FOR RFQ 13-36
ARCHITECTURE SERVICES
ST. JOHNS COUNTY, FLORIDA**

This Contract is made as of the _____ day of _____, 2013, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and **Bergmann Associates** [] an individual, [X] a corporation, [] a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: **8653 Baypine Road, Suite 100, Jacksonville, FL 32256; Phone (904) 363-3133; Fax (904) 636-3203.** In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – CONTRACT DOCUMENTS - The term “CONTRACT DOCUMENTS” means and includes the following:

1. RFQ DOCUMENTS AND ALL ADDENDA (EXHIBIT “A”)
2. CONSULTANT’S RESPONSE TO RFQ AND PROPOSAL (EXHIBIT “B”)
3. CONTINUING CONTRACT AGREEMENT NUMBER _____
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. CONSULTANT’S RATE SHEET / FEE SCHEDULE (EXHIBIT “C”)

ARTICLE 2 – SERVICES

- a. The CONSULTANT's responsibility under this Contract is to provide professional/consultation services in the area of **Architecture Services for St. Johns County** on an as-needed basis for the duration of this Contract. The scope of such Services shall be detailed and performed in accordance with the provisions of a Task Order issued by the County for each project, and subject to the terms and conditions contained in the Contract Documents.
- b. The CONSULTANT shall perform the Services under the general direction of the COUNTY representative identified in each issued Task Order, who shall act as the COUNTY's representative during completion of the project.
- c. For each project, the CONSULTANT shall submit to the County Representative a detailed scope of work, a detailed cost estimate, and a project schedule on the CONSULTANT's letterhead. If a subcontractor is performing any work related to the Services, then the CONSULTANT shall submit documentation of the subcontractor's services and fees.

ARTICLE 3 – SCHEDULE - The COUNTY and the CONSULTANT shall mutually approve each project schedule. Upon mutual approval, the project schedule shall be attached to and incorporated into each Task Order.

ARTICLE 4 – COMPENSATION and BILLING/INVOICING

- a. The COUNTY shall pay as compensation to the CONSULTANT for services satisfactorily performed, in accordance with the terms, rates and fees provided in each Task Order issued.
- b. It is expressly understood that the CONSULTANT is not entitled to the above-reference compensation. Rather, the CONSULTANT's compensation is based upon the CONSULTANT adhering to performance of the Services detailed in the Contract Documents. As such, the CONSULTANT's compensation is dependent upon satisfactory performance and delivery of all work product and deliverables noted in the

Contract Documents.

- c. To the extent that the CONSULTANT is not in violation with any material aspect of this Agreement, and has not received a notice of termination of this Contract from the County, then the CONSULTANT may bill/invoice the County in accordance with the payment schedule provided in each issued Task Order.
- d. Although there is no billing form or format pre-approved by either the COUNTY, or the CONSULTANT, bills/invoices submitted by the CONSULTANT shall be accompanied by a Standard Invoicing Form (provided by the COUNTY) and shall reference this Contract, the applicable Task Order number and a detailed written report of the work completed in connection with the Services. The County may return a bill/invoice from the CONSULTANT, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- e. Unless otherwise notified, bills/invoices should be delivered to the County Representative.
- f. Upon receipt and verification of the CONSULTANT's bill/invoice, the County shall process the bill/invoice, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties herein to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY, and indicate that all Services have been performed, all charges and costs have been invoiced to St. Johns County, and there is no further work to be performed under the applicable Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from, or by reason of, this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and reflected in the first Task Order issued after each anniversary date (12 calendar months) of this Contract. The reference index used to determine the amount of increase (decrease) shall be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date. The current index, June, 2013 is 233.504.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE - By executing this Contract, the CONSULTANT certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current as of the Effective Date of this Contract. Such rates and costs shall be reduced to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. The COUNTY may exercise its rights under this Article 5 within one (1) year following the end of this Contract.

ARTICLE 6 – TERMINATION

- a. This Agreement may be terminated upon either the COUNTY or the CONSULTANT providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the COUNTY or the CONSULTANT intends to terminate this Contract thirty (30) days from the date of notification (unless a date greater than thirty (30) is specified). Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services and/or expenses that are both authorized under this Contract and that are performed and/or accrue up to the termination of this Contract.
- b. Upon the CONSULTANT's receipt a Notice of Termination by the COUNTY, except as otherwise directed by the COUNTY, the CONSULTANT shall:
 - i. Stop work on the date and to the extent specified.
 - ii. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - iii. Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.
 - iv. Continue and complete all parts of the work that have not been terminated.

ARTICLE 7 – PERSONNEL

- a. The CONSULTANT represents that it has or that it shall secure, at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- b. All of the Services required hereunder shall be performed by the CONSULTANT or under the CONSULTANT's supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable State and/or Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in **Exhibit "C"**, must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution may become effective.
- d. The CONSULTANT agrees that all Services shall be performed by skilled and competent personnel in a manner consistent with that degree of care and skill ordinarily used by members of the same profession currently practicing under similar circumstances.

ARTICLE 8 – SUBCONTRACTING

- a. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the Services described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- b. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 9 - FEDERAL AND STATE TAX

- a. The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY shall provide an exemption certificate to the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY's Tax Exemption Number in securing such materials.
- b. The CONSULTANT shall be solely responsible for payment of CONSULTANT's FICA and Social Security benefits with respect to performance under this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS - The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of St. Johns County.

ARTICLE 11 – INSURANCE

- a. The CONSULTANT shall not commence work under this Contract until the CONSULTANT has secured all insurance coverage in the types and amounts required under this article, and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business in the State of Florida. The CONSULTANT shall provide proof of insurance to the COUNTY prior to the commencement of Services. The insurance certificate(s) shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by this Contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Such certificates shall specifically include the COUNTY an additional insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- b. Insurance Requirements:

- i. **Standard Contract for Service: \$500,000 or less with no unusual hazards.** The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

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

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

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

- ii. **Major Contract for Service: \$500,000 or more with unusual or high hazards.** The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

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

The CONSULTANT shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$2,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by a CONSULTANT.

The CONSULTANT shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

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

- c. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein.

ARTICLE 12 – INDEMNIFICATION - The CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and cost, including, but not limited

to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Contract.

ARTICLE 13 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

ARTICLE 13 – REMEDIES - No remedy herein conferred upon any party is intended to be exclusive or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

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.

ARTICLE 14 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, 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 Contract.

ARTICLE 16 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY's emissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 – ARREARS - 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 Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS - The CONSULTANT shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All written and oral 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 shall be kept confidential by the CONSULTANT and shall not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract or at the COUNTY's expense shall be and shall remain COUNTY property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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 Contract and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP - The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, and Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. 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.

ARTICLE 20 - CONTINGENT FEES - 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 Contract 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 Contract.

ARTICLE 21 - ACCESS AND AUDITS - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after completion of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for

the purpose of inspection or audit during normal business hours, at the COUNTY's cost, upon five (5) days written notice.

ARTICLE 22 – NONDISCRIMINATION - The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that this contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This contract shall be in effect for **three (3)** years from the day of acceptance by the County, and may be extended after negotiations with the CONSULTANT, if approved by the County for **three (3)** additional one year increments. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 24 - ENFORCEMENT COSTS - If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times conduct its business activities in a reputable manner.

ARTICLE 26 – SEVERABILITY - If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS - No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The COUNTY reserves the right to make changes in the Work, 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 Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Task Order Amendment for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 28 - ENUMERATION OF CONTRACT DOCUMENTS - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

ARTICLE 29 - FLORIDA LAW - This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County.

ARTICLE 30 – 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 the project in any manner whatsoever.

ARTICLE 31– NOTICE - All notices required in this Contract shall be sent by United States Postal Service, and if sent to the COUNTY shall be mailed to:

St. Johns County Purchasing Department
Attn: Bridget Mein, Contracts Coordinator
500 San Sebastian View
St. Augustine, Florida 32084

and if sent to the CONSULTANT shall be mailed to:

Bergmann Associates
8653 Baypine Road
SUITE #100
Jacksonville, FL 32256
Attn: Michael G. Stuebben, AIA, NCARB

ARTICLE 32 – HEADINGS - The headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Board of County Commissioners of St. Johns County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set his/her hand the day and year above written.

COUNTY

CONSULTANT

St. Johns County, Florida
(Typed Name)

(Bergmann Associates) Seal

By: _____
Signature

By: _____
Signature

Doug Timms, Interim Purchasing Director
Printed Name & Title

Printed Name & Title

Date of Execution

Date of Execution

Cheryl Strickland, Clerk of Courts

Legally Sufficient:

By: _____ Seal
Deputy Clerk

By: _____
Senior Assistant County Attorney

Date of Execution

Date: _____