

RESOLUTION NO. 2019 - 178

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO APPROVE MOTT MACDONAL FLORIDA, LLC CHANGE ORDER NO. 3 TO TASK ORDER NO. 11 FOR CONSTRUCTION SERVICES FOR NORTHEAST WASTEWATER TREATMENT PLANT GROUND STORAGE TANK AND HIGH PUMP STATION UPGRADES UNDER RFQ NO. 14-96 (MASTER CONTRACT NO. 14-MAS-HAT-05582)

RECITALS

WHEREAS, On May 3, 2018 the County entered into Task Order No. 11 for Construction Services for Northeast Wastewater Treatment Plant Ground Storage Tank and High Pump Station Upgrades to Mott MacDonald Florida, LLC, for engineering services in the amount of \$199,431.00; and;

WHEREAS, the Utility Dept. has requested to issue Change Order #3 to Task Order No. 11 to Mott MacDonald Florida, LLC, for Construction Services, which will total an additional \$130,287.00; and;

WHEREAS, the change order will be funded through the FY 2019 Utility Unrestricted Reserves Capital Projects fund; and;

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed change order (attached hereto, an incorporated herein) and finds that executing the change order to complete the work services serves a public purpose; and;

WHEREAS, the change order will be in substantial conformance with the attached draft change order.

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 issue Change Order #3 to Task Order No. 11 to Mott MacDonald Florida, LLC, to provide the services set forth therein.

Section 3. The County Administrator, or designee, is further authorized to execute a change order in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in the task order.

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 21st day of May, 2019.

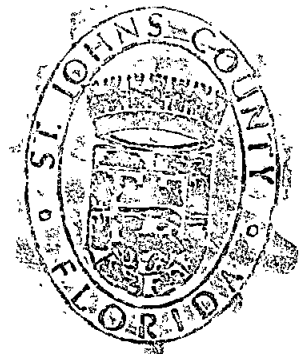
BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Sam Halterman Deputy Clerk

RENDITION DATE 5/23/19





St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT CHANGE ORDER NO: 03 TO TASK ORDER NO: 11

RFQ No: 14-96; Utility Engineering Services

Master Contract No: 14-MAS-HAT-05582

Original Contract Date: October 1, 2014

Consultant: Mott MacDonald Florida, LLC
10245 Centurion Parkway North, Suite 320
Jacksonville, FL 32256

Date: April 26, 2019

Project: Additional Services – NE WTP Ground Storage Tank & High Pump Station Upgrades

SCOPE OF WORK:

Change Order #03 is hereby issued to increase the Contract Value of Task Order No: 11 by one hundred thirty thousand, two hundred eighty seven dollars (\$130,287.00) for bidding assistance and general services during construction as provided in the proposal submitted by Mott MacDonald Florida, LLC ("Consultant"), dated April 26, 2019 attached hereto. This change order shall also extend the completion time by five hundred twenty (520) consecutive calendar days.

PAYMENT TERMS:

Table with 2 columns: Description and Amount. Rows include Original Contract Value, Net Change by previously authorized Change Orders, The (Contract Sum) prior to this Change Order, The (Contract Sum) will be increased in the amount of, and The revised (Contract Sum) including this Change Order is now.

SCHEDULE:

The Contract Time will be increased as provided below:
Original NTP: 5/2/18 + 300 consecutive calendar days = 2/26/19 Final Completion + 90 consecutive calendar days (CO#01) = 5/27/19 + 30 consecutive calendar days (CO#2) = 6/26/19 (revised) Final Completion + 520 consecutive calendar days (CO#3) = 11/27/20.

Acceptance of this Change Order shall constitute a modification to Task Order No: 11 and shall be performed in accordance with all of the same terms and conditions of the Master Contract. The adjustment, if any, to the Master Contract shall constitute a full and final settlement of any and all claims arising out of or related to the Changes set forth herein, including claims of impact and delay costs. This Contract Change Order is not valid until signed by the County and the Consultant.

Mott MacDonald Florida, LLC

St. Johns County, Florida

Representative Signature:

Representative Signature:

Printed Name & Title:

Printed Name & Title: Jaime T. Locklear, MPA, CPPO, CPPB, FCCM Purchasing Manager

Date:

Date:

All terms and conditions of the above-referenced Master Contract dated October 1, 2014 remain in full force and effect. All invoices must reference Task Order #11. By approving this change order, the SIC Dept is certifying the availability of funds for this. Do not approve/process this change order until funds are available in the appropriate line item.



Mott MacDonald
10245 Centurion Parkway North,
Suite 320
Jacksonville, Florida 32256
T 904.203.1090 www.mottmac.com/americas

AAC000035 EB0000155 LB00006783

April 26, 2019

Scott Trigg, PE
Chief Engineer
St. Johns County Utility Department
1205 State Road 16
St. Augustine, FL 32084

**RE: NE WTP GST and HSP Upgrades Professional Engineering Services –
Amendment No. 3 Scope and Fee**

Dear Scott,

Mott MacDonald is submitting Amendment No. 3 for bidding and general services during construction for the above noted project. Below is a description of the additional work required for the project:

SCOPE OF SERVICES

Task 4: Bidding Assistance

Subtask 4.1: Pre-Bid Meeting – Mott MacDonald will attend the pre-bid meeting for the project and aid SJCUD in answering technical questions during the meeting.

Subtask 4.2: Bidding Support – Mott MacDonald will provide technical assistance during the bidding phase to answer questions submitted by the Contractors. SJCUD will be responsible for any addendum issued.

Subtask 4.3: Conformed Drawings and Specifications – Mott MacDonald will incorporate any addenda items into the 100 percent bid set and prepare the conformed set of drawings and specifications. Mott MacDonald will provide four half size copies of the conformed drawings and specifications and an electronic Word, PDF, and CAD versions of the conformed set to SJCUD. Mott MacDonald will provide two full size sets of signed and sealed drawings to the Contractor for use in securing the SJC Building Permit. SJCUD or the Contractor will be responsible for reproduction of any additional copies for the Contractor.

Task 5: General Services During Construction

This scope of services is based on a total construction period from NTP to final completion of 15 months. This scope and fee does not include full-time construction observation services, review of Contractor's monthly pay applications, and/ or change order review. Should these services be requested or the construction phase extended and additional services, meetings, coordination efforts are required/ requested, Mott MacDonald and SJCUD will agree upon an amendment to the originally scoped fees prior to performing the work.

Subtask 5.1: Pre-Construction Meeting – Mott MacDonald will attend the pre-construction meetings and assist SJCUD in answering technical questions during the meeting. Mott MacDonald will assist in preparation of the meeting agenda and provide meeting minutes documenting all decisions.

Subtask 5.2: Shop Drawing and Request of Information (RFI) Review – Mott MacDonald will provide a review of the shop drawings required to complete the project. Mott MacDonald will also provide review of RFI's submitted by the Contractor.

Subtask 5.3: Progress Meetings – Mott MacDonald has budgeted to attend a total of 11 progress meetings, excluding the pre-construction meeting. Should additional meetings be required, SJCUD and Mott MacDonald will negotiate a fee for these supplemental services. At each meeting, Mott MacDonald will provide a meeting agenda, provide and review a shop drawing log, perform a site review of the work performed, and prepare meeting minutes for distribution.

Subtask 5.4: Site Inspection Visits – Mott MacDonald will provide periodic inspection visits to evaluate the work being performed at critical milestones during construction. The number of visits by discipline or total hours are outlined below:

- 30 hours of local PM or engineer site visits
- Two site visits from electrical engineer
- Two site visits from structural engineer

A brief site visit report will be produced after each visit. Should additional site visits be requested by SJCUD or by the Contractor additional fee will be negotiated and added to the contract by an amendment.

Subtask 5.5: Substantial and Final Completion – Mott MacDonald will perform a substantial and final completion walkthrough of the work and prepare a punch list noting all deficiencies required for final completion. Substantial completion walkthroughs shall be performed by EOR, structural, electrical, and HVAC. Mott MacDonald's EOR will certify the construction as per requirements of FDEP. Final inspection of the work shall be performed by the EOR. SJCUD's in-house inspector shall be responsible for coordinating and documenting completion of the punch list items.

Subtask 5.6: O&M Manual Review and Startup Assistance – Mott MacDonald will review vendor O&M manuals for the pumps, HVAC, and new electrical and instrumentation equipment. All other equipment such as piping and valves (non-control/ motorized valves) shall not require an O&M manual. A qualified Mott MacDonald pumping expert will attend the startup of the system for a maximum of four days this also include two days of electrical assistance for startup of the system. Should additional days be required due to the fault of the Contractor's planning, or if the system was not fully complete, the Contractor shall reimburse SJCUD for any additional time required by Mott MacDonald to certify the system completion and performance.

Subtask 5.7: Record Drawings – It is the Contractor's responsibility to document all changes, survey information and other items as construction progresses, on a set of full-size conformed drawings. These red-line drawings shall incorporate all changes, including RFIs, etc. Mott MacDonald will be responsible for incorporating these red-line drawings into a final set of Record Drawings. Mott MacDonald will make reasonable efforts to coordinate with the Contractor for accuracy. However, should the Contractor not comply with documenting changes, Mott MacDonald will only be responsible for incorporating the changes provided. Mott MacDonald will provide a total of two full size and four half size hard copies of the record drawings and a CD in PDF and AutoCAD format to SJCUD.

Subtask 5.8: SRF Loan Assistance – Mott MacDonald and its subconsultant Don Berryhill will assist the County in compliance with the SRF Loan being acquired to fund the project. The work includes monitoring and logs to comply with AIS and monthly payroll reviews to comply with Davis Bacon. Don Berryhill will assist the County in the disbursement requests. Mott MacDonald will perform site interviews with the Contractor's staff and subcontractors completing the work to show compliance with Davis Bacon. Don Berryhill will also attend the preconstruction meeting. Both Mott MacDonald and Don Berryhill will attend the preconstruction meeting and any loan inspections.

SCHEDULE

The proposed schedule for each task is listed below.

Task 4: Bidding Assistance	<i>45 days from Bid Advertisement</i>
Task 5: General Services During Construction	<i>455 days from Construction NTP</i>

FEES

The fee for Amendment No. 3 is \$130,287 which will be billed on a time and materials basis. This will be added to the original fee plus Amendment Nos. 1 and 2 of \$237,420 resulting in a total upper limit of \$367,707. Mott MacDonald will provide monthly invoices to SJCUD based on work completed each month.

Should these activities or other changes to the task order be requested by SJCUD, Mott MacDonald will work with SJCUD's project manager to negotiate an amendment in scope and/or fee to this task order.

Mott MacDonald looks forward to continuing to work with SJCUD on this project. Should you have any questions or need any additional information please contact me at **(904) 203-1081**.

Very truly yours,

Mott MacDonald, Florida LLC



Leslie S. Samel, PE
Senior Associate

encl: Appendix A

cc: Teri Pinson, SJCUD
File

Appendix A

NE WTP GST & HSP - Detailed Breakdown for Fee Determination: Amendment No. 3

Task Name	CSM/Sr. PM	QA/QC	Sr. Project Engineer	Project Manager	Engineer 3/4	Sr. Designer/Drafter	Admin	Total Labor Hours	OPs	Fee Estimate
Billing Rate	\$192	\$192	\$155	\$135	\$95	\$90	\$65			
Task 4: Bidding Assistance										
4.1 Pre-Bid Meeting	6				1		1	8		\$ 1,312
4.2 Bidding Support	10	2	12	16	16	4	2	62		\$ 8,334
4.3 Conformed Drawings and Specifications	2		9	6	5	40	6	68		\$ 7,054
Subtotal Task 4	18	2	21	22	22	44	9	138		\$ 16,700
Task 5: General Services During Construction										
5.1 Pre-Construction Meeting	6				8		1			\$ 1,977
5.2 Shop Drawing and RFI Reviews	26	8	40	16	90	8	32	220		\$ 26,238
5.3 Progress Meetings	33				44		11	88		\$ 11,231
5.4 Site Inspection Visits	16		10	20	16			62		\$ 8,842
5.5 Substantial and Final Completion	12		20	10	20		4	66		\$ 8,914
5.6 O&M Manual Review and Startup Assistance	20	32	20	4	30		4	110		\$ 16,734
5.7 Record Drawings	4		16	8	20	40	4	92		\$ 10,088
5.8 SRF Loan Assistance	16				60		12	88	\$ 15,000	\$ 24,552
Subtotal Task 5	133	40	106	58	288	48	68	638		\$ 108,576
Subtotal Labor	151	42	127	80	310	92	77	776		\$ 129,276
Other Direct Costs										\$ 5,011
Total										\$ 130,287

**CONTINUING CONTRACT
FOR RFQ 14-96
UTILITY ENGINEERING SERVICES
ST. JOHNS COUNTY, FLORIDA
MASTER CONTRACT 14-MAS-HAT-05582**

This Contract is made as of the 1st day of October, 2014, by and between the Board of County Commissioners of St. Johns County, Florida, hereinafter referred to as the COUNTY, and Hatch Mott MacDonald Florida LLC, an individual, a corporation, a partnership, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is: 10245 Centurion Parkway North, Suite 320, Jacksonville, FL 32256; Phone (904) 203.1090. 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 14-MAS-HAT-05582
4. ATTACHMENTS
5. NOTICE OF AWARD
6. INSURANCE CERTIFICATES
7. CONSULTANT PERFORMANCE REVIEW
8. TASK ORDERS
9. CHANGE ORDERS
10. AMENDMENTS
11. CONSULTANT'S RATE SHEET / FEE SCHEDULE (EXHIBIT C)

ARTICLE 2 – SERVICES

- a. The CONSULTANT's responsibility under this Contract is to provide professional and consultation services as set forth in Exhibits A and B in the area of Utility Engineering Services for St. Johns County on an as-needed basis for the duration of this Contract (the Services). 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. Each Task Order issued under this Contract shall identify a representative of the COUNTY who shall provide direction to CONSULTANT in connection with services performed under the Task Order (the County Representative).
- b. The CONSULTANT shall perform the Services under the general direction of the County Representative.
- 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'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 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 submitted by the CONSULTANT shall reference this Contract, the applicable Task Order number and a detailed

written report of the work completed in connection with the Services. A sample billing form is attached to this Contract as EXHIBIT D. The CONSULTANT is not required to use the sample billing form; however, if a bill from the CONSULTANT does not contain sufficient information to connect it to work performed pursuant to this agreement, the County may return the bill to the CONSULTANT, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill.

- e. Bills shall be delivered to the County Representative unless the County Representative directs the CONSULTANT in writing to deliver the bills elsewhere.
- f. Upon receipt and verification of the CONSULTANT's bill, the County shall process the bill, and forward payment to the CONSULTANT within thirty (30) days of verification.
- g. In order for both parties to close their books and records, the CONSULTANT shall clearly state "Final Invoice" on the CONSULTANT's final billing to the COUNTY for any Task Order issued under this Contract, and indicate that all Services under that Task Order have been performed, all charges and costs for the Task Order have been invoiced to St. Johns County, and there is no further work to be performed under the Task Order.
- h. Acceptance of the final payment by the CONSULTANT shall constitute a release of all claims against the COUNTY arising from this Contract.
- i. Labor Unit rates established on the Effective Date of this Contract may be adjusted once annually and shall be 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 rate adjustment 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, 2014 is 238.343.

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 provided in this Contract 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, factual unit costs, or inaccurate representations of fees paid to outside consultants. The COUNTY may exercise its rights under this Article 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 no less than thirty (30) days from the date of notification and shall provide a date of termination. Consistent with other provisions of this Contract, the CONSULTANT shall be compensated for any services or expenses that are both authorized under this Contract and that are performed 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; and
 - 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 Local law to perform such Services.
- c. Any changes or substitutions in the CONSULTANT's key personnel, as listed in Exhibit C, must be made known to the COUNTY in accordance with Article 32 of this Contract, and written approval must be 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 CONSULTANT shall obtain the COUNTY's consent prior to engaging any subcontractor to perform work under this Agreement. Such consent shall not be unreasonably withheld. 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 CONSULTANT acknowledges that the COUNTY's obligations under this agreement are contingent upon the appropriation of sufficient funds for that purpose by the Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this agreement shall not exceed the amount appropriated in the COUNTY's budget for such purpose in that fiscal year. Nothing in this agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this contract during any given fiscal year.

ARTICLE 11 - INSURANCE - The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this section & such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate shall clearly indicate the CONSULTANT has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

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

- a. Insurance Requirements: 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.

- b. In the event of unusual circumstances, the County Administrator, or his designee, may adjust the insurance requirements contained herein. In such event, the COUNTY shall provide written notice of the required adjustment to the CONTRACTOR as provided in Article 32 of this Contract.

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. Said indemnification shall apply to any legal, equitable, or administrative action arising under this agreement, including any alternative dispute resolution proceeding.

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 14 – 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 nor 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 15 - 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 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 – PUBLIC RECORDS

- a. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement 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.
- b. In accordance with Florida law, to the extent that the CONSULTANT's performance under this Agreement constitutes an act on behalf of the County, the CONSULTANT shall provide access to all public records made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is expressly authorized, and acts on behalf of the County under this Agreement, the CONSULTANT shall:
 - (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, 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 disclosure are not disclosed except as authorized by applicable law; and
 - (4) meet all requirements for retaining public records, and transfer at the CONSULTANT's sole cost and expense, all public records in the possession of the CONSULTANT upon termination of this Agreement. The CONSULTANT shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

- c. Failure by the CONSULTANT to grant such public access shall be cause for unilateral termination of this Agreement by the County. The CONSULTANT shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in the CONSULTANT's possession and shall promptly provide the County a copy of the CONSULTANT's response to each such request.

ARTICLE 20 - 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 21 - CONTINGENT FEES - Pursuant to the requirements of Section 287.055(6), Florida Statutes, 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. Violation of this Article shall be grounds for termination of this Contract. If this Contract is terminated for violation of this Article, the COUNTY may deduct from the CONSULTANT's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 22 - ACCESS AND AUDITS - The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Services 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 23 - 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 24 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that the Contract Documents identified in Article 1 of this document set 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 25 - 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 26 - 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 27 - 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 28 - AMENDMENTS AND MODIFICATIONS - No Task Orders 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 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 Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Services 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 29 - ENUMERATION OF CONTRACT DOCUMENTS - The Contract Documents, except for modifications issued after execution of this Agreement, shall be enumerated in each Task Order.

ARTICLE 30 - FLORIDA LAW - This Contract shall be governed by the laws of the State of Florida. Venue for any legal, equitable, or administrative action arising under this Contract shall lie exclusively in St. Johns County.

ARTICLE 31 - 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. However, nothing shall prevent the COUNTY from engaging in binding arbitration in connection with this Contract if it chooses to do so.

ARTICLE 32 - NOTICE - Except as otherwise provided in this Contract, 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:

Hatch Mott MacDonald Florida LLC
10245 Centurion Parkway North
Jacksonville, FL 32256
Attn: Leslie Samel, P.E.

ARTICLE 33 - 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.

ARTICLE 34 - EFFECT OF FAILURE TO INSIST ON STRICT COMPLIANCE WITH CONDITIONS - The failure of either party to insist upon strict performance of any provision set forth in the Contract Documents, or any Task Order issued pursuant to this Contract, shall not be construed as a waiver of such provision on any subsequent occasion.

ARTICLE 35 - TIME - Time is of the essence with respect to this Contract.

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

St. Johns County, Florida
(Typed Name)

By: Dawn Cardenas
Signature

Dawn Cardenas, Purchasing Manager
Printed Name & Title

10/1/14
Date of Execution

Cheryl Strickland, Clerk of Courts

By: Tom Halter Seal
Deputy Clerk

10/1/14
Date of Execution

CONSULTANT

Seal
(Hatch Mott MacDonald Florida LLC)

By: [Signature]
Signature

David D. Skipper, P.E., Vice President
Printed Name & Title

9/25/14
Date of Execution

Legally Sufficient:

By: [Signature]
Assistant County Attorney

Date: 10/1/14

