

RESOLUTION NO: 2019 - 204

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH STONE ENGINEERING GROUP, INC. UNDER RFQ NO. 15-69; CIVIL ENGINEERING SERVICES FOR NORTHWEST FIRE STATION #19 AND RFQ NO. 17-17-41; PROFESSIONAL SERVICES TO CRAWFORD MURPHY & TILLY, INC.

RECITALS

WHEREAS, the County desires to assign the existing contract with Stone Engineering Group, Inc. under RFQ No. 15-69; Civil Engineering Services for Northwest Fire Station #19 and RFQ No. 17-17-41; Professional Services to Crawford Murphy & Tilly, Inc.; and

WHEREAS, on April 30, 2019, the County received a Bill of Sale, Assignment and Assumption Agreement from Stone Engineering Group, Inc. stating that Stone Engineering Group, Inc., in its entirety, had been acquired by Crawford Murphy & Tilly, Inc. of Florida on March 15, 2019; and

WHEREAS, as a result, Stone Engineering Group, Inc. has changed its name to Crawford Murphy & Tilly, Inc.; and

WHEREAS, the assignment shall be governed by the terms and conditions of the contract awarded to Stone Engineering Group, Inc., under RFQ No. 15-69 and RFQ No. 17-17-41; and

WHEREAS, the contract is being funded by the County; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed 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 assign the contract with Stone Engineering Group, Inc. under RFQ No. 15-69 and RFQ No. 17-17-41 to Crawford Murphy & Tilly, Inc.

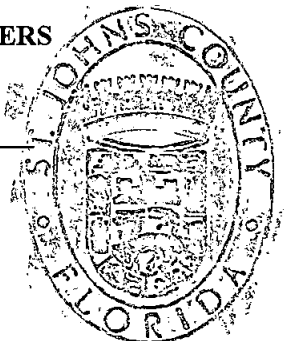
Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to Crawford Murphy & Tilly, Inc. on behalf of the County for Civil Engineering Services for Northwest Fire Station #19 and Professional Services as specifically provided in the Contract Documents associated with RFQ No. 15-69 and RFQ No. 17-17-41.

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 18 day of June, 2019.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

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



ATTEST: Hunter S. Conrad, Clerk of Court
By: Sam Halberman
Deputy Clerk

RENDITION DATE 6/20/19

CONSENT TO ASSIGNMENT
RFQ No. 15-69; Civil Engineering Services for Northwest Fire Station #19
Master Contract 18-MAS-STO-09230

This Consent to Assignment Agreement ("Assignment Agreement") is entered into as of this _____ day of _____, 2019, by and between St. Johns County ("County"), a political subdivision of the State of Florida, and **Crawford Murphy & Tilly, Inc**, a corporation authorized to do business in the State of Florida, ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 18-MAS-STO-09230, dated as of April 27, 2018.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 18-MAS-STO-09230, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 16 of Master Contract 18-MAS-STO-09230, the Contractor shall not assign, sublet, convey or transfer its interest in the Agreement without the prior written consent of the County; and

WHEREAS, on April 30, 2019, the County received a Bill of Sale, Assignment and Assumption Agreement from Stone Engineering Group, Inc, stating that Stone Engineering Group, Inc. in its entirety had been acquired by Crawford Murphy & Tilly, Inc on March 15, 2019 (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, as a result, Stone Engineering Group, Inc. has changed its name to Crawford Murphy & Tilly, Inc; and

WHEREAS, pursuant to Article 16 of Master Contract 18-MAS-STO-09230, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Assignment and Assumption.**
The County hereby approves assignment of Master Contract 18-MAS-STO-09230 to the Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Assignment Agreement, the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 18-MAS-STO-09230.
2. **Incorporation of Terms and Conditions.**
Master Contract 18-MAS-STO-09230 is hereby incorporated into and made part of this Assignment Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 18-MAS-STO-09230 shall remain in full force and effect.
3. **Effectiveness.**
This Assignment Agreement shall be effective as of the date first set forth above.
4. **Governing Law and Venue.**
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Assignment Agreement shall be in St. Johns County, Florida.
5. **Counterparts.**
This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the date first set forth above.

COUNTY:

ASSIGNEE:

St. Johns County, FL
Full Name

Crawford Murphy & Tilly, Inc
Full Legal Company Name

Signature – County Representative

Signature – Assignee Representative

Printed Name – County Representative

Printed Name – Assignee Representative

Title – County Representative

Title – Assignee Representative

Date of Signature

Date of Signature

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

CONSENT TO ASSIGNMENT
RFQ No. 17-17; Professional Services
Master Contract 17-MCC-STO-08088

This Consent to Assignment Agreement ("Assignment Agreement") is entered into as of this _____ day of _____, 2019, by and between St. Johns County ("County"), a political subdivision of the State of Florida, and **Crawford Murphy & Tilly, Inc.**, a corporation authorized to do business in the State of Florida, ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 17-MCC-STO-08088, dated as of March 7, 2017.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 17-MCC-STO-08088, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 16 of Master Contract 17-MCC-STO-08088, the Contractor shall not assign, sublet, convey or transfer its interest in the Agreement without the prior written consent of the County; and

WHEREAS, on April 30, 2019, the County received a Bill of Sale, Assignment and Assumption Agreement from Stone Engineering Group, Inc, stating that Stone Engineering Group, Inc. in its entirety had been acquired by Crawford Murphy & Tilly, Inc on March 15, 2019 (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, as a result, Stone Engineering Group, Inc. has changed its name to Crawford Murphy & Tilly, Inc; and

WHEREAS, pursuant to Article 16 of Master Contract 17-MCC-STO-08088, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption.

The County hereby approves assignment of Master Contract 17-MCC-STO-08088 to the Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Assignment Agreement, the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 17-MCC-STO-08088.

2. Incorporation of Terms and Conditions.

Master Contract 17-MCC-STO-08088 is hereby incorporated into and made part of this Assignment Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 17-MCC-STO-08088 shall remain in full force and effect.

3. Effectiveness.

This Assignment Agreement shall be effective as of the date first set forth above.

4. Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Assignment Agreement shall be in St. Johns County, Florida.

5. Counterparts.

This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

IN WITNESS WHEREOF, the County and Assignee have executed this Assignment Agreement as of the date first set forth above.

COUNTY:

ASSIGNEE:

St. Johns County, FL
Full Name

Crawford Murphy & Tilly, Inc
Full Legal Company Name

Signature – County Representative

Signature – Assignee Representative

Printed Name – County Representative

Printed Name – Assignee Representative

Title – County Representative

Title – Assignee Representative

Date of Signature

Date of Signature

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT

Deputy Clerk

Date

LEGALLY SUFFICIENT:

Deputy County Attorney

Date of Execution

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") effective as of March 12, 2019 (the "Effective Date") and is by and between Crawford, Murphy & Tilly, Inc., a Delaware corporation ("Assignee"), and Stone Engineering Group, Inc., a Florida corporation ("Assignor").

RECITALS

WHEREAS, this Assignment is executed and delivered pursuant to that certain Asset Purchase Agreement dated March 12, 2019, by and between Assignee, Assignor, Gary L. Sneddon, Reynold D. Peterson, and Paul E. Ina (the "Purchase Agreement").

WHEREAS, Assignor wishes to assign to Assignee its rights and obligations under the assumed contracts described and set forth on Exhibit "A" attached hereto (the "Professional Services Contracts"), and Assignee wishes to assume Assignor's rights and obligations under the Professional Services Contracts.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment and Assumption. Effective as of the Effective Date, Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee all of its right, title, and interest in and to the Professional Services Contracts. Effective as of the Effective Date, Assignee hereby accepts the sale, assignment, conveyance, transfer and delivery of Assignor's right, title and interest in and to the Professional Services Contracts and assumes and agrees to perform all obligations arising under each Professional Services Contract, in accordance with the terms thereof, and will hold Assignor harmless from any and all liability resulting therefrom. Assignor shall remain responsible for all of its obligations under the Professional Services Contracts arising or accruing up to the Effective Date.
3. Purchase Agreement. The parties acknowledge and confirm that this Assignment is made subject to the Purchase Agreement and that this Assignment is subject to the mutual rights and obligations set forth in the Purchase Agreement. Nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided, and subject to the limitations set forth, in the Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. No Waiver. Notwithstanding the foregoing, nothing provided herein shall be construed as a waiver by Assignor of any claim or defense against any third party relating to any breach or default by such third party occurring under a Professional Services Contract prior to the date hereof and Assignor shall be permitted to pursue or continue legal action with respect thereto.

5. Indemnification. Assignee shall indemnify and hold Assignor and Shareholders harmless from and against all obligations and liabilities under the Professional Services Contracts to the extent such obligations and liabilities arise after the Effective Date and are required to be performed on or after the Effective Date. Assignor and Shareholders shall indemnify and hold Assignee harmless from and against all obligations and liabilities to the extent that such obligations and liabilities arose on or prior to the Effective Date or were required to be performed prior to the Effective Date.

6. Legal Expenses. If either party to this Assignment brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Assignment, or to recover damages for their breach, the prevailing party shall be entitled to recover its costs and expenses (including reasonable fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith, including all such costs and expenses incurred: (a) in trial and appellate court proceedings, (b) in connection with any and all counterclaims asserted by one party to this Assignment against another where such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

7. Successors and Assigns; Governing Law. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any of the conflict of law rules thereof.

8. Power and Authority. Each party represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party represents and warrants to the other party that he or she is fully empowered and authorized to do so.

9. Counterparts; Facsimile. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile transmission, or e-mail transmission of images in PDF or similar format, of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.


10. Negotiation and Construction. This Assignment and each of the terms and provisions hereof are deemed to have been explicitly negotiated between the parties, and the language in all parts of this Assignment shall, in all cases, be construed according to its fair meaning and not strictly for or against either party.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first written above.

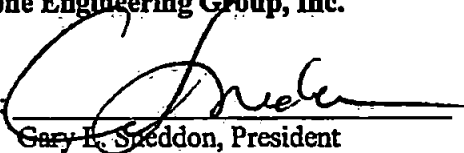
ASSIGNEE:

Crawford, Murphy & Tilly, Inc.

By: 
Dan Meckes, Chairman & CEO

ASSIGNOR:

Stone Engineering Group, Inc.

By: 
Gary R. Steddon, President

April 22, 2019

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

ST JOHNS COUNTY

APR 30 '19

PURCHASING

Re: RFQ No.15-69 Civil Engineering Professional Services Northwest Fire Station #19
Master Contract No.18-MAS-STO-09230

Dear Ms. Locklear:

The purpose of this letter is to advise St. Johns County that effective March 18, 2019 Stone Engineering Group, Inc. was acquired by and became part of Crawford Murphy & Tilly, Inc. (CMT). We believe strongly that CMT's 73 years of national engineering experience combined with Stone Engineering Group's 30 years of local Northeast Florida experience gives us the ability to continue providing quality and sustainable professional services to St. Johns County with expanded capabilities and expertise.

Crawford Murphy & Tilly is a national ranked professional engineering company providing planning, engineering and construction services for surface transportation, aviation, water resources and civil and site service projects. CMT provides leadership in civil infrastructure by leveraging shared knowledge, staff longevity and unique and creative insights. For over seventy years, CMT has maintained its trademark level of service and commitment to clients that translates into long-term relationships and enhanced value to their client's projects. Should you wish further information on CMT please go to WWW.CMTENGR.COM.

The change in ownership is just that; a change in name and will result in no changes to the staff at Stone Engineering Group you have long worked with, our team's ability to continue to provide a quality service, or our ability to fulfill the obligations and requirements of our consulting agreements with you. Indeed, we expect that our merging of capabilities and depth of commitment with CMT will enhance our ability to continue to deliver outstanding professional services to St. Johns County.


We are respectfully requesting St. Johns County, as conditioned within the professional services agreement, consent to assign the above referenced agreement.

Enclosed is a template form of Consent to Assignment. If the form is acceptable to you, please arrange for it to be executed and returned to us using the enclosed envelope.

We would appreciate your arranging for the form to be executed as soon as practical. If you have any questions or need additional information, please contact me at the address or phone number above or at gsneddon@stonejoca.com.

Sincerely,

STONE ENGINEERING GROUP, INC.



Gary L. Sneddon, PE

President

April 22, 2019

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

ST JOHNS COUNTY

APR 30 '19

PURCHASING

Re: RFQ 17-17 Professional Services-
Master Contract No.17-MCC-STO-08088 Agreement

Dear Ms. Locklear:

The purpose of this letter is to advise St. Johns County that effective March 18, 2019 Stone Engineering Group, Inc. was acquired by and became part of Crawford Murphy & Tilly, Inc. (CMT). We believe strongly that CMT's 73 years of national engineering experience combined with Stone Engineering Group's 30 years of local Northeast Florida experience gives us the ability to continue providing quality and sustainable professional services to St. Johns County with expanded capabilities and expertise.

Crawford Murphy & Tilly is a national ranked professional engineering company providing planning, engineering and construction services for surface transportation, aviation, water resources and civil and site service projects. CMT provides leadership in civil infrastructure by leveraging shared knowledge, staff longevity and unique and creative insights. For over seventy years, CMT has maintained its trademark level of service and commitment to clients that translates into long-term relationships and enhanced value to their client's projects. Should you wish further information on CMT please go to WWW.CMTENGR.COM.

The change in ownership is just that; a change in name and will result in no changes to the staff at Stone Engineering Group you have long worked with, our team's ability to continue to provide a quality service, or our ability to fulfill the obligations and requirements of our consulting agreements with you. Indeed, we expect that our merging of capabilities and depth of commitment with CMT will enhance our ability to continue to deliver outstanding professional services to St. Johns County.

We are respectfully requesting St. Johns County, as conditioned within the professional services agreement, consent to assign the above referenced agreement.

Enclosed is a template form of Consent to Assignment. If the form is acceptable to you, please arrange for it to be executed and returned to us using the enclosed envelope.

We would appreciate your arranging for the form to be executed as soon as practical. If you have any questions or need additional information, please contact me at the address or phone number above or at gsneddon@stonejoca.com.

Sincerely,

STONE ENGINEERING GROUP, INC.



Gary L. Sneddon, PE

President

April 25, 2019

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

ST JOHNS COUNTY

APR 30 '19

PURCHASING

Re: Transmittal of the Engineering Agreement Assignment to Crawford Murphy & Tilly
for the Two St. Johns County Contracts

Dear Jaime:

The purpose of this letter is to transmit a request for the County's consent to assign the above Engineering Agreements from Stone Engineering Group to Crawford Murphy & Tilly (CMT). CMT is a national engineering firm in business for 73 years with over 300 employees, specializing in planning and engineering of Surface Transportation, Aviation, Water Resources and Site Civil projects. CMT has purchased the assets of Stone Engineering Group, including the beneficial use of Stone's client engineering agreements.

The month-long transition of Stone Engineering Group to CMT has been seamless and Stone's clients have not really noticed any change in service (other than the CMT name). However, the Engineering Agreements with many of Stone's clients require any assignment of the Agreement to include the consent of the other party to the Agreement; in this case the County. We have attached for the County's consideration the letter requesting the consent along with the Consent to Assignment form.

We understand that each client may have its own process and procedures for handling such considerations, however for your consideration the legal counsel for the Town of Orange Park is of the opinion (attached) that the consent to the request for assignment can be handled at the staff level without formal Council or Commission action.

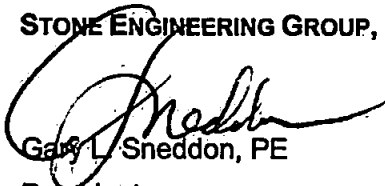
We would suggest that the County staff consideration of the request include these key items;

1. Does the new entity have similar capabilities to Stone Engineering Group? (Considering all the Stone staff remains with CMT and CMT brings additional capabilities and redundant depth of capabilities this answer is clearly yes).
2. Will all Conditions of the Agreement stay the same and will the new entity assume all obligations and responsibilities of Stone contained within the Agreement? (CMT in the consent of assignment form does commit to these obligations and responsibilities, as such the answer is yes again)

As you review the above and consider the consent to assignment should you have any questions please feel free to contact me.

Sincerely,

STONE ENGINEERING GROUP, INC.



Gary L. Sneddon, PE
President

CONSENT TO ASSIGNMENT
RFQ No. 15-69 Civil Engineering Services Northwest Fire Station #19
Master Contract No.18-MAS-STO-09230

ST. JOHNS COUNTY

PURCHASING

This Consent of Assignment is made and entered into as of _____, 2019 by St. Johns County (County) in consideration of the CMT & SEG Asset Purchase Agreement under which SEG has assigned to CMT its interest in the above agreement is given in favor of Stone Engineering Group, Inc. (SEG) and Crawford Murphy & Tilly, Inc. (CMT).

In consideration of SEG's request for consent of the assignment as provided for in the Agreement and in consideration of CMT's commitment to assume all SEG obligations under the agreement, St. Johns County consents to the assumption of SEG's rights, title and interest in the Agreement to CMT and CMT's assumption of SEG's obligations under the agreement by CMT.

St Johns County hereby executes this Consent of Assignment effective as of the date first set forth above.

For: St. Johns County

Signature: _____

Print Name: _____

Title: _____

ST JOHNS COUNTY

APR 30 '19

PURCHASING

CONSENT TO ASSIGNMENT
RFQ NO.17-17 Professional Services
Master Contract No.17-MCC-STO-08088

This Consent of Assignment is made and entered into as of _____, 2019 by St. Johns County (County) in consideration of the CMT & SEG Asset Purchase Agreement under which SEG has assigned to CMT its interest in the above agreement is given in favor of Stone Engineering Group, Inc. (SEG) and Crawford Murphy & Tilly, Inc. (CMT).

In consideration of SEG's request for consent of the assignment as provided for in the Agreement and in consideration of CMT's commitment to assume all SEG obligations under the agreement, St. Johns County consents to the assumption of SEG's rights, title and interest in the Agreement to CMT and CMT's assumption of SEG's obligations under the agreement by CMT.

St Johns County hereby executes this Consent of Assignment effective as of the date first set forth above.

For: St. Johns County

Signature: _____

Print Name: _____

Title: _____



CONTRACT AGREEMENT

RFQ NO: 15-69; Civil Engineering Services for Northwest Fire Station #19
Master Contract #: 18-MAS-STO-09230

This Contract Agreement, ("Agreement") is made as of this 2th day of April, 2018, ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Stone Engineering Group, Inc** ("Consultant"), authorized to do business in the State of Florida, with offices located at: 7400 Baymeadows Way, Suite 220, Jacksonville, FL 32256; Phone: (904) 448-5300; Fax: (904) 448-0401; Email: gsneddon@stonejoca.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for a contract term of six hundred twenty five (625) consecutive calendar days, and may be extended as necessary to complete the required services, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be extended as stated in this Article, it is expressly noted that the County is under no obligation to extend this Agreement. It is further expressly understood that the option of extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include the following:

- This Agreement, including any Amendment or Change Order executed as provided in Article 31;
- St. Johns County Request for Qualifications (RFQ) No: 15-69 and all issued Addenda (Exhibit A);
- Consultant's Proposal (Exhibit B);
- Any Certificate of Insurance required pursuant to Article 14 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III.B of St. Johns County Request for Qualifications No. 15-69, and as provided in the Consultant's proposal dated 2/21/18.

Services provided by the Consultant shall be under the general direction of the St. Johns County Construction Services Department, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant an amount not to exceed forty eight thousand six hundred fifty dollars (\$48,650.00) according to the pricing proposal attached hereto as Exhibit "B", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, Consultant's compensation is based upon Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:
1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. 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. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Construction Services Department
Attn: Raquel Moore, Administrative Coordinator
500 San Sebastian View
St. Augustine, FL 32086
- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

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

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- C. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Gary L. Sneddon	Project Manager	904-448-5300	gsneddon@stonejoca.com
Raynald D. Peterson	Engineer	904-448-5300	r.peterson@stonejoca.com
William D. Jankowski	Senior Designer	904-448-5300	w.jankowski@stonejoca.com
Robert W. Sand	Senior Designer	904-448-5300	wsanders@stonejoca.com

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any 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 the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by

the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate 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 Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and 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(s) 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 Agreement.

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

The Consultant shall maintain during the life of this Agreement, 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 Agreement, 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 this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, 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 Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement 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 17 - NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 - 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 of 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 19 - CONFLICT OF INTEREST

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

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

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 20 - 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 causes may include, but are not limited to: acts of God; the County's omissive 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 Agreement 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 21 – 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 Agreement.

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 Agreement, or at the County's expense, shall be and remains the County's 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement 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 consultant 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 23 – CONTINGENT FEES

Pursuant to 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – 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 Agreement. 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 25 – 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 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this

Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

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 Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – 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 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Stone Engineering, Group, Inc
Attn: Gary Sneddon, President/Project Manager
7400 Baymeadows Way, Suite 220
Jacksonville, FL 32256

ARTICLE 35 - HEADINGS

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

ARTICLE 36 -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 Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

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

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

ARTICLE 37 - USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 - SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County and Consultant have executed this Contract Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL

Printed Name of County Representative

By: *Jaime T. Locklear*
Signature of County Representative

Jaime T. Locklear, MPA, CPPB, FCCM

Printed Name – County Representative

Purchasing Manager

Printed Title – County Representative

4/27/18
Date of Execution

CONSULTANT:

Stone Engineering Group, Inc

Company Name

By: *Gary L. Sneddon*
Signature of Consultant Representative

Gary L. Sneddon

Printed Name – Consultant Representative

Project Manager, President

Printed Title – Consultant Representative

April 26th, 2018
Date of Execution

ATTEST:

**ST. JOHNS COUNTY, FL
CLERK OF COURT**

Stacie Mize
Deputy Clerk

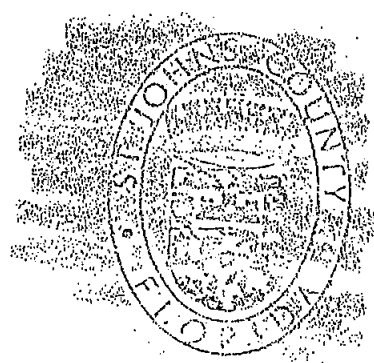
4-27-18
Date of Execution

ST JOHNS COUNTY
APR 27 '18
PURCHASING

LEGALLY SUFFICIENT:

Virginia A. R...
Deputy County Attorney

5/3/18
Date of Execution



**RFQ NO: 15-69; CIVIL ENGINEERING SERVICES FOR NORTHWEST FIRE STATION
EXHIBIT "A"**

Request for Qualifications & Issued Addenda
(Separate Documents)

**RFQ NO: 15-69; CIVIL ENGINEERING SERVICES FOR NORTHWEST FIRE STATION
EXHIBIT "B"**

Consultant's Proposal

February 21, 2018

Mr. William Freeman, P.E.
Chief Engineer
Facilities Management Department
St. Johns County Board of County Commissioners
2416 Dobbs Road
St. Augustine, FL 32086

**Professional Engineering Services Proposal
St. Johns County Veterans Parkway Fire Station #19**

Dear Mr. Freeman:

Stone Engineering Group is pleased to submit this proposal for Professional Engineering Services in connection with your efforts to design, permit and construct the Veterans Parkway Fire Station No.19 in Northwest St. Johns County, FL. Stone Engineering Group's scope generally includes the development of civil construction plans and specifications to be incorporated into the Architectural plans for the Fire Rescue building based upon the concept design plan, design concept notes and meeting summary from the County at the February 5, 2018 kick off meeting. Stone Engineering Group's understanding of the project and a detailed scope of our services are provided below:

PROJECT DESCRIPTION

The project consists of approximately a new 9,000 sq. ft. rectangular building including personnel sleeping quarters and fire and rescue vehicle bays. The civil design will be based on the new building floor plan concept provided by the County on February 5, 2018 and concept layout from the April 2017 Stone Engineering Group Alternate 2 civil concept plan. The scope will include:

- Traffic Signal Warrant Study for emergency traffic signal
- Asphalt parking area of 12 parking spaces,
- Concrete driveway and walkway,
- Storm water wet retention/detention pond/basin, including hydraulic calculations.
- Site grading and storm water drainage system including collection of roof gutter flow,
- Location for a standby generator.
- On-site Fueling is not planned at the site.
- The intent is to provide residential cooking equipment including an internal grease trap inside the building. No external grease trap is planned.
- Indicate the general location of TECO gas service if natural gas is available. Indicate the location of the propane tank otherwise.
- Potable water main extension from the existing 16 inch water main on the east side of Veterans Parkway to the new building including backflow preventers and fire hydrants based on water demand and building fire sprinkler demand,
- Sanitary sewer extension to an onsite sewage pump station with a force main and JEA pump out box connecting to the existing 12 inch force main on the east side of Veterans Parkway.

- Reclaimed water is available within the Veterans Parkway ROW and we will coordinate with the St. Johns County retained Landscape Architect for an Irrigation connection.
- St. Johns County will direct contract Geotechnical Services for the project.
- Any special design features will be based off of the County's new 5/11 Fire & Rescue Station.

As part of the project we will provide subcontract services for site topographic, tree, boundary and limited wetland line flagging survey along with approximately 400 feet of Veterans Parkway ROW survey for driveway access and median crossing access will be provided as part of the scope. Parking spaces for the fire department building will be based on the maximum one time need of 12 spaces. The regulatory agency permit/approval processes that are anticipated include: SJRWMD ERP for storm water, Florida Department of Protection (FDEP) for potable water main extension across Veterans Parkway and for wastewater collection for the onsite sewage pump station and force main connection, JEA for water and sanitary sewer service, St. Johns County Development Review Committee and the Traffic Engineering Department for review and comment on the signal warrant traffic study if necessary. We do not anticipate wetland impacts or permitting although we will provide for a biologist site inspection and flagging of any identified jurisdictional wetlands or surface waters. It is assumed that the site is appropriately master planned, zoned and if needed has a final development plan approved consistent with the prevailing DRI, and the County has authority to work on the site. In addition, the County will need to provide supporting data such as property ownership, property boundary surveys, final development plans, special zoning approvals, prior reports or investigations, architectural plans, to Stone Engineering Group as might be needed for performance of our work on a timely basis to optimize the design and limit unnecessary agency submittals.

SCOPE OF SERVICES

Our services will be provided in the following Tasks:

Task 1: Site & Traffic Evaluation/Preliminary Engineering Design

Upon receipt of the supporting data from the County, and upon the County's authorization to proceed, preliminary design will commence based upon the April 2017 concept site design plan and incorporating the final footprint and ingress / egress locations of the Fire and Rescue building from the February 5, 2018 conceptual floor plan.

- (1) Coordinate County documentation of ownership and control of the property to be provided to JEA. Apply for service availability for water and sanitary sewer,
- (2) Coordinate with County staff to define any concurrency issues or procedural planning and development submittals or approvals.
- (3) Coordinate our sub consultant Survey services for site topographic, tree, boundary and limited wetland line flagging survey along with approximately 400 feet of Veterans Parkway ROW survey for driveway access and median crossing access.
- (4) Field review and record traffic counts and gap analysis on one time basis, compile and evaluate data in a traffic study to determine if an emergency signal is warranted per MUTCD.
- (5) Coordinate the activities of the County's geotechnical engineer for placement of the shallow borings for determining the site soil data for the storm water pond and site parking and access

and coordinate with the County's Landscape Architect for the landscaping and irrigation plan, coordinate with our sub consultant biologist for any wetland delineations, finally coordinate with the Architect's electrical/ lighting/ plumbing engineers for interface with the civil engineering outside the building issues.

- (6) Develop a preliminary 30% complete engineering design plan for the subject property based upon the Civil site concept plan of April 2017 and the building floor plan and footprint, attempting to accommodate the County's desired site plan layout while conforming to the local development code and site constraints. This includes one (1) design plan revision before finalizing. Develop an Order of Magnitude cost estimate.

Task 2: Final Engineering

Upon receipt of the supporting data from the County or their Architect, proceed with final engineering based upon the above site plan to consist of the following:

- (1) Develop design plans for Veterans Parkway demolition, geometry and horizontal control plan for site stake out of the building, parking, sidewalk, and related site improvements.
- (2) Develop design plans for parking, sidewalks, concrete pads and features and grading and erosion control for areas to be disturbed, develop site drainage modifications, building drainage connections, and building finish floor elevations including pre and post development drainage plan.
- (3) Develop design plans and details for utility (water and sewer) service and fire protection service connection to the building based upon the Architectural building utility and fire main connection points within five feet of the building.
- (4) Develop potable water and wastewater calculations for water and sewer services based upon the building flow requirements. Develop site fire main extension calculations based on the building fire flow requirements.
- (5) Develop cover sheet for showing regulatory submittal data, index and general specifications, general notes and detail sheets.
- (6) Develop a final construction cost estimate
- (7) Assist with bidding of the design to construction contractors by assisting the Architect in developing any civil related addenda items for the project bidding.

Task 3: Permitting/Governmental Submittals

Services to include development and submittal of permit/agency application forms and review packages and responses to Request for Additional Information (RAIs) based on our specific design:

- (1) Develop and submit ERP application for storm water management including supporting documentation and calculations to the SJRWMD. Currently, it does not appear that the site is master planned for drainage or that a master storm water permit exists for the site. We do not anticipate impacting any wetlands/wildlife or preparing wetlands permit applications or wildlife studies.

- (2) Develop and submit the design calculations and plans for the on-site private sewage pump station and force main connection as well as the design calculations and plans for a potable water main and fire main extension from the west side of Veterans Parkway to the JEA for approval and authorization to submit for permitting.
- (3) Develop and submit a FDEP domestic wastewater collection permit application for an on-site private sewage pump station and force main connection as well as a FDEP domestic water permit application for a potable water main and fire main extension from the west side of Veterans Parkway including supporting documentation and calculations.
- (4) Develop and submit engineering plans to the County for site civil development review.
- (5) Develop and submit a traffic signal warrant study to St. Johns County Traffic Engineer for review.

Task 4: Construction Administration (C.A.) Services

Services to be pre-authorized and shall be limited to and include:

- (1) Construction Administration services for attendance at a pre-construction conference, civil related shop drawing reviews, responses to requests for construction clarification from the contractor RFIs, review of the contractor's as-built drawings.
- (2) Limited construction observation for facilities testing, and final site construction punch list and verification of completion.
- (3) Upon Client request to attend, attendance at three (3) construction progress meetings.
- (4) Agency Construction Completion Certification upon receipt of supporting data from the contractor.

PROFESSIONAL ESTIMATED FEES

Our fees are outlined as follows:

Task 1:	Site & Traffic Evaluation/Preliminary Engineering	\$ 9,900
Task 2:	Final Engineering & Bid Assistance	\$ 14,300
Task 3:	Permitting/Governmental Submittals	\$ 8,800
Task 4:	Const. Administration Services (Not To Exceed)	\$ 6,400
	Subconsultants (Environmental Biologist \$1,250, Survey \$8,000)	\$ 9,250

Total Fee

\$ 48,650

CONDITIONS AND LIMITATIONS OF THE PROPOSAL

1. This rates and services proposal, if not executed by both parties, will remain in force only until April 15, 2018, unless otherwise agreed in writing.
2. Client/Owner will furnish or have furnished on a timely basis any necessary supporting data or documents such as confirmation of property ownership, DRJ documents, a final development plan, boundary survey, architectural, landscape and irrigation and lighting plans.
3. No work or additional work beyond the scope of this proposal will proceed until written authorization is received from the Client/Owner.
4. Design and permitting will be based upon standards and regulations in existence at the time of this proposal.
5. Lump Sum fees will be subject to renegotiation if the project is delayed beyond the Engineer's control for more than three (3) months at any time during the design process.
6. Although our proposal includes submitting for certain approvals and permits, Stone Engineering Group does not guarantee that all required permits can be obtained.
7. This proposal is predicated on the building footprints and service connection points being final before final engineering commences.
8. Supporting information from others required for agency review as a part of the approval and permitting process must be completed and provided to Stone Engineering Group on a timely basis to allow submission in coordinated manor with the civil package. Delays in providing data or uncoordinated information may extend the review process resulting in supplemental services costs.

SERVICES EXCLUDED

The above services and professional fees do not include consideration for the following:

Phase 1 Environmental Services

Rezoning / Final Development Plans/ Concurrency Applications/Variances

Building & Site Geotechnical Services, Landscape Architect Services & Archaeological Studies

Concurrency determination or studies/ planning commission approval

Storm water NPDES NOI / SWPPP

Emergency Traffic Signal design

Interior Building Fire Protection Analysis and Design of Fire Sprinkler Protection System

Land or Easement Acquisition elements

Electrical Designs including site lighting, and auxiliary power

Structural Designs including bulkheads, tanks, headwalls, gravity walls or foundations

Construction Representation other than stated above

Roadway, Drainage, and Utilities Improvements off area of the described project area

Public Sewage Pump Station Design

ADDITIONAL SERVICES

The above scope of services is predicated upon the site plan developed for and the floor plan provided by the Client, any items of service beyond the above stated scope of work, and any significant changes by the County, County's agents or other consultants that affect the building floor plan, footprint, site plan layout, access, parking, water, sewer, fire protection or drainage systems or any changes after completion of the preliminary design will be billed at the County prior approved hourly rates.

Mr. W. Freeman
February 21, 2018
Page 6 of 6

CLIENT RESPONSIBILITIES

Client agrees to provide full, reliable information regarding its requirements for the project. In addition, the Client agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information, with respect to the project, as may be required from time to time by Stone Engineering Group in the performance of our work. The Client shall render any decisions promptly to avoid unreasonable delay to the project and the performance of Stone Engineering Group's work.

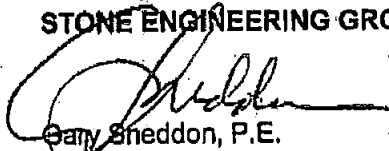
DESIGN APPROVALS

Mr. William Freeman has been designated as the Client Representative who will be responsible for design direction for this project and has authority for project decision approval. In the event the engineering decisions, as approved by Mr. Freeman, are rejected by others and additional engineering is required, such redesign services shall be compensated as extra services at our standard hourly rates.

Stone Engineering Group is very excited about working with you on this project and trust that this proposal is responsive to your needs. Should you find the proposal acceptable please provide a purchase order or other method for contracting the services. If you have any questions during your evaluation of the proposal, please do not hesitate to contact me.

Sincerely,

STONE ENGINEERING GROUP



Gary Sneddon, P.E.
President/ Project Manager

Enclosure: General Conditions

DIRECT COSTS FOR CONSTRUCTION ADMINISTRATION							Item Total	Remarks
Item Description								
<i>Number of Plan Sheets:</i>								
Total = 5 Sheets								
<i>Reproduction Summary:</i>	No. of sets required	No. of sheets	24"x36" Copies	11"x17" Copies	8.5"x11" Copies			
Design & Bid			0	200	302			
Permitting			60	60	200			
Construction Phase			60	60	100	Sheets/Pages		
	Total Sheets		120	320	602			
<i>Copy Costs:</i>	24"x36"		120	Sheets @	\$ 1.00 =	\$120.00		
	11"x17"		320	Sheets @	\$ 0.15 =	\$48.00		
	8.5"x11"		602	Pages @	\$ 0.10 =	\$60.20	\$228.20	
<i>Travel from SEG Jax. Office:</i>								
To Project:	# Trips							
Transport.	10	x	40	miles x	\$0.40 per mile	\$160.00		
To Public Info. Mtg. Site:	# Trips							
Transport.	1	x	40	miles x	\$0.40 per mile	\$16.00		
To SJRWMD/ JEA/FDEP	# Trips							
Transport.	4	x	3	miles x	\$0.40 per mile	\$4.80		
To SJC Facilities & DRC:	# Trips							
Transport.	4	x	60	miles x	\$0.40 per mile	\$96.00	\$276.80	
<i>Other:</i>								
Shipping	4	x	\$ 25.00	Per Delivery		\$100.00		
Postage	8	x	\$ 0.50	Per Item		\$4.00		
Multi-media projector/screener	0	x	\$ 500.00	Per Rental		\$0.00		
Phone (Long Distance)		x		10 Minutes	\$0.20 Per Minute	\$0.00		
Notebooks / Binding		x	\$ 5.00	Each Booklet		\$0.00		
Computer CDs	2	x	\$ 2.00	Each Disk		\$4.00		
						\$108.00		
Subtotal Direct Costs for Construction Administration							\$613.00	



St. Johns County Board of County Commissioners

Purchasing Division

May 4, 2018

Stone Engineering Group, Inc
7400 Baymeadows Way, Suite 220
Jacksonville, FL 32256

**RE: RFQ No: 15-69 – Civil Engineering Services for Northwest Fire Station #19
Master Contract No: 18-MAS-STO-09230**

Dear Mr. Sneddon:

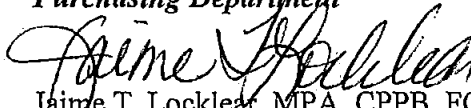
Attached, please find a fully executed original copy of the Contract Agreement for your files.

Work shall be coordinated with Mr. Bill Freeman, P.E., Chief Engineer, SJC Construction Services, who can be reached at (904) 209-0192, or wfreeman@sjcfl.us.

If you have any questions regarding this contract, you may contact me at the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department


Jaime T. Locklear, MPA, CPPB, FCCM
Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
(904) 209-0150 – Main
jlocklear@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing RFQ 15-69 – Stone Engineering Group – Master Contract File



CONTRACT AGREEMENT
RFQ NO: 17-17; PROFESSIONAL SERVICES
Master Contract #: 17-MCC-STO-08088

This Contract Agreement (Agreement) is made as of this 7th day of March, 2017, between St. Johns County, ("County"), a political subdivision of the state of Florida, whose principal place of business is located at 500 San Sebastian View, St. Augustine, FL 32084, and Stone Engineering Group, Inc., ("Consultant"), authorized to do business in the state of Florida, with mailing address: 7400 Baymeadows Way, Suite 220, Jacksonville, FL 32256.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND RENEWAL

This Agreement shall become effective upon the date of execution by all parties, shall be in effect for an initial contract term of five (5) calendar years, and may be renewed for up to one (1) five-year renewal period. This Agreement may be renewed, upon satisfactory performance by the Consultant, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services specified in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" includes the following:

- This Agreement, including any amendment executed as provided in Article 29;
- St. Johns County Request for Qualifications No. 17-17 and all issued Addenda (Exhibit A);
- Consultant's Rate Sheet (Exhibit B);
- FEMA Public Assistance Program Required Contract Clauses (Exhibit C);
- Any task order, or any amendment of a task order, issued as provided in Article 4 of this Agreement; and
- Any Certificate of Insurance required pursuant to Article 12 of this Agreement.

Any document not identified above is not a Contract Document and does not form part of this Agreement. In interpreting the Contract and resolving any inconsistencies or ambiguities, the main body of this Agreement takes precedence over any of the Exhibits provided above.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform the Scope of Work set forth in Part III.A of St. Johns County Request for Qualifications No. 17-17.

Services provided by the Consultant shall be under the general direction of the St. Johns County Department requesting services, or the St. Johns County Purchasing Department, who shall act as the County's representative during the performance of services under this Agreement.

The Consultant shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, work, and materials

resulting from the negligent acts, errors, omissions, or intentional misconduct of the Consultant.

Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, work, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its services, work, and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's services, work, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

ARTICLE 4 – TASK ORDERS

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate based on the hourly rates provided in Exhibit B. No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- C. It is expressly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, Consultant's compensation is based upon Consultant's satisfactory completion and delivery of all work product and deliverables noted in each task order.
- D. The Consultant shall bill the County for services satisfactorily performed as provided in each task order. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).
- E. Though there is no billing form or format pre-approved by either the County, or the Consultant, invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from 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/invoice.
- F. Unless otherwise notified, bills/invoices should be delivered to the County Department requesting the work, with a copy sent to:

St. Johns County Office of Management and Budget
500 San Sebastian View
St. Augustine, FL 32084

ARTICLE 6 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advanced written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 7 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to the Consultant within any six consecutive months during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Agreement up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 1. Stop work on the date to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County.

All of the services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The Consultant shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Gary L. Sneddon	Contract Manager / Senior Engineer	904-448-5300	gsneddon@stonejoca.com
Paul E. Ina	Assignment Manager / Senior Engineer	904-448-5300	pina@stonejoca.com
Reynold D. Peterson	Assignment Manager / Senior Engineer	904-448-5300	rpeterson@stonejoca.com
William D. Jankowski	Lead Designer	904-448-5300	wjankowski@stonejoca.com

The County shall provide the designated Key Personnel to perform work under this Agreement, as follows:

Name:	Title:	Phone #:	Email:
Joseph Giammanco	Purchasing Manager	904-209-0152	jgiammanco@sjcfl.us
Jesse Dunn	OMB Director	904-209-0568	jdunn@sjcfl.us
Wade Schroeder	OMB Assist Director	904-209-0570	w Schroeder@sjcfl.us

ARTICLE 9 – SUBCONTRACTING

The County reserves the right to approve the use of any 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 the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 10 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall execute a tax exemption certificate submitted by the Consultant. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant performance under this Agreement.

ARTICLE 11 – AVAILABILITY OF FUNDS

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

ARTICLE 12 - INSURANCE

The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and 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(s) 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 Agreement.

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

The Consultant shall maintain during the life of this Agreement, 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 Agreement, 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 Agreement, 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 during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as required by the law for all of its employees.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance

requirements.

ARTICLE 13 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 14 - 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 Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement 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 15 - 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 16 - CONFLICT OF INTEREST

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

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

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 17 - NO THIRD PARTY BENEFICIARIES

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

ARTICLE 18 - EXCUSABLE DELAYS

Neither party shall be held to be in non-compliance with this agreement, or suffer any enforcement or penalty relating to this agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other

event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this agreement as soon as reasonably practicable. If, due to an event of force majeure, the Consultant is unable to complete the scope of services within the term of this agreement, the term of this agreement may be extended for an amount of time not to exceed the length of the event of force majeure.

ARTICLE 19 - 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 Agreement.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all documents and materials prepared by and for the County under this Agreement.

Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's 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 Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONSULTANT RELATIONSHIP

With respect to the Consultant's performance of all work services and activities under this Agreement, the Consultant shall be an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement 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 22 - 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - 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 years after completion of this Agreement. 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 days written notice.

ARTICLE 24 - 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 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 26 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, 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 27 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

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 Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue an amended task order as provided in Article 4. The Consultant shall not commence work on any such change until such amended task order has been issued and signed by each of the parties.

ARTICLE 30 - FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in St. Johns County, Florida.

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.

ARTICLE 32 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Mr. Joseph Giammanco, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Stone Engineering Group, Inc.
Attn: Mr. Gary L. Sneddon, P.E.
7400 Baymeadows Way, Suite 220
Jacksonville, Florida 32256

ARTICLE 33 - HEADINGS

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

ARTICLE 34 - 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 Consultant's performance under this Contract constitutes an act on behalf of the County, Consultant shall comply with all requirements of Florida's public records law. Specifically, if Consultant is expressly authorized, and acts on behalf of the County under this Agreement, Consultant shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the Services.
- C. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by the Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral

termination of this Agreement by the County.

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

ARTICLE 35 – REVIEW OF RECORDS

As a condition of entering into the Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Consultant authorizes the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in the Agreement. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. It is specifically noted that Consultant is under no duty to provide access to documentation not related to the Agreement, and/or otherwise protected by County, State, or Federal law.

ARTICLE 36 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

ARTICLE 37 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Federal and State Taxes; (2) Insurance; (3) Indemnification; (4) Access and Audits; (5) Enforcement Costs; and (6) Access to Records.

ARTICLE 38 – INCORPORATION OF FEMA REQUIRED CONTRACT CLAUSES

The Consultant's performance under this Agreement shall be subject to the FEMA Required Contract Clauses attached as Exhibit C hereto, the contents of which are incorporated herein.

IN WITNESS WHEREOF, authorized representatives of the County, and Consultant have executed this Agreement on the day and year below noted.

RFQ NO: 17-17; PROFESSIONAL SERVICES

ST. JOHNS COUNTY, FL:

Joseph Giannamano
Printed Name of County Representative

[Signature]
Signature County Representative

Purchasing Manager
Title of County Representative

3/7/17
Date of Execution

CONSULTANT:

Stone Engineering Group, Inc.
Company Name

[Signature]
Signature of Consultant Representative

Gary L. Sneddon, President
Printed Name & Title

March 1, 2017
Date of Execution

ATTEST:

ST. JOHNS COUNTY, FL
CLERK OF COURT

[Signature]
Deputy Clerk

3/7/17
Date

ST JOHNS COUNTY

MAR -3 '17

PURCHASING

LEGALLY SUFFICIENT:

[Signature]
Deputy County Attorney

3/7/17
Date of Execution



**RFQ NO: 17-17; PROFESSIONAL SERVICES
EXHIBIT "A"**

Request for Proposals & Issued Addenda
(separate attachment)

RFQ NO: 17-17; PROFESSIONAL SERVICES
EXHIBIT "B"
Consultant's Rate Sheet

The rates provided herein shall be the basis for all compensation under this Agreement. The Consultant may request increases to these rates on an annual basis, in accordance with the most current Consumer Price Index (CPI) percentage. Requests for changes to the pricing must be submitted to the Purchasing Manager no later than sixty (60) days prior to the anniversary date of the Agreement for review. If approved, changes to the rates shall be authorized through a Contract Amendment, and signed by both parties.

Company Name:
Stone Engineering Group

Rates for St. Johns County
 RFQ 17-17 Professional Services
 Master Contract #

Approval (initial date)
 Purchasing Manager: JSS

Buyer: _____

Employee (optional)	Classification	Base Rate*	Fringe and Overhead**	Profit**	Requested Billing Rate	County Approved Billing Rate
			\$0.00	\$0.00		\$0.00
	Principal	\$57.69	\$86.54	\$14.42		\$158.65
	Project Manager	\$53.35	\$80.03	\$13.34		\$146.71
	Project Engineer	\$45.17	\$67.76	\$11.29		\$124.22
	Senior Designer	\$35.82	\$53.73	\$8.96		\$98.51
	CADD Designer	\$28.00	\$42.00	\$7.00		\$77.00
	Field Observation	\$31.39	\$47.09	\$7.85		\$86.32
	Clerical	\$16.75	\$25.13	\$4.19		\$46.06
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
*Base rate is actual hourly wage rate, exclusive of fringe, overhead and profit.						
**Maximum 150% for fringe and overhead; maximum profit 10%; or audited rates, which ever are less.						
Travel Expense Maximum	\$.445 per mile					
Subconsultants Markup	None Allowed					
FCCM	None Allowed					
CADD Charges	None Allowed					
Reimbursable Expenses Markup	None Allowed					

Approval of Rate Structure
 Consultant: [Signature]
 SJC Purchasing Manager: [Signature]

Date: 2-14-2017
 Date: 2/15/17

**RFQ NO: 17-17; PROFESSIONAL SERVICES
EXHIBIT "C"**

FEMA PUBLIC ASSISTANCE PROGRAM REQUIRED CONTRACT CLAUSES

1. Equal Employment Opportunity.

If this contract meets the definition of a "federally assisted construction contract" as provided in 41 C.F.R. § 60-1.3, the following shall apply to the contractor's performance under this contract:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purposes of this section, "federally assisted construction contract" means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds

obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

For the purposes of this section, "construction work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

2. Contract Work Hours and Safety Standards Act.

- a. This section applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers as provided in 40 U.S.C. § 3701.
- b. As provided in 40 U.S.C. § 3702, the contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 shall apply to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- e. In the event of any violation of the clause set forth in paragraph (d) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (d) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (d) of this section.
- f. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (e) of this section.
- g. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (c) through (f) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (c) through (f) of this section.

3. Compliance with Clean Air Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

- b. The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Compliance with Federal Water Pollution Control Act.

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the state of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

5. Debarment and Suspension.

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

7. Procurement of Recovered Materials.

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.

8. DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

9. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

10. No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. Fraud and False or Fraudulent or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

February 21, 2017

Stone Engineering Group, Inc
7400 Baymeadows Way, Suite 220
Jacksonville, FL 32256

RE: RFQ No: 17-17 – Professional Services
Master Contract No: 17-MCC-STO-08088

We are pleased to notify you that the St. Johns County Board of County Commissioners has approved negotiations and award for professional services as specified in the above referenced Request for Qualifications. The rates submitted by your firm have been approved, and are hereby accepted, and incorporated in the Contract Agreement.

Attached, via email, is an electronic copy of the Contract Agreement and an Acceptance of this Notice of Award. Please print, sign, date, seal (if applicable) and return all of the following within ten (10) days of receipt of this Notice:

1. Three (3) original signature copies of the Contract Agreement (*Date only the signature page of the agreement. Please DO NOT date the front page of the contract*)
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter))
3. All applicable Certificates of Insurance as stated in Article 13 of the attached Contract Agreement.

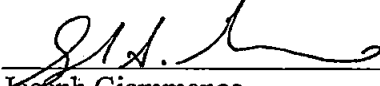
NOTE: In accordance with the RFQ documents, failure to return the requested documents within the time shown above may deem your firm non-responsive.

to the attention of: Mr. Joseph Giammanco, Purchasing Manager
SJC Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Upon receipt of the above documents by this office, contract agreements will be executed and an original copy will be returned to your office.

Should you have any questions regarding this notice please don't hesitate to contact me at (904) 209-0152 or jgiammanco@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners



Joseph Giammanco
Purchasing Manager

Date: 2/21/17



St. Johns County Board of County Commissioners

Purchasing Division

March 10, 2017

Stone Engineering Group Inc
Attn: Mr. Sneddon
7400 Baymeadows Way, Suite 220
Jacksonville, Florida 32256

RE: RFQ No: 17-17 – Professional Services
Master Contract No: 17-MCC-STO-08088

Dear Mr. Sosa:

Attached, please find a fully executed original copy of the Contract Agreement for Professional Services for your files.

All work under this contract will be authorized by Task Orders. No work shall be performed without an executed Task Order, issued by the SJC Purchasing Department. In the event the County requests a proposal from Stone Engineering Group Inc regarding a specific project, any and all instructions for the proposal will be included in the request.

If you have any questions regarding this contract, you may contact me at the information below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department

A handwritten signature in cursive script that reads "Jaime Locklear" followed by a small mark.

Jaime T. Locklear, CPPB, FCCM
Contract Administration Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing RFQ 17-17 – Master Contract File