

RESOLUTION NO. 2021 - 21

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO NEGOTIATIONS AND UPON SUCCESSFUL NEGOTIATIONS, AWARD AND EXECUTE A CONTRACT WITH ENGLAND-THIMS & MILLER, INC. FOR RFQ 21-33 FOR CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR THE PAVEMENT MANAGEMENT MULTI-YEAR WORK PLAN.

RECITALS

WHEREAS, the County desires to enter into negotiations with England-Thims & Miller, Inc. for the provision of professional engineering services for Construction Engineering and Inspection (CEI) Services for the Pavement Management Multi-Year Work Plan, in accordance with RFQ No. 21-33; and

WHEREAS, the scope of the services shall include provision of professional engineering services for construction engineering and inspection (CEI) services for the pavement management multi-year work plan, in accordance with RFQ No. 21-33; and

WHEREAS, through the County's formal RFQ process, England-Thims & Miller, Inc. was selected as the highest ranked firm, and it is recommended to enter into negotiations, and upon successful negotiations, enter into contract with England-Thims & Miller, Inc. to perform the work as negotiated; and

WHEREAS, the County finds that entering into contract to for Construction Engineering and Inspection (CEI) Services for the Pavement Management Multi-Year Work Plan serves a public purpose, and will review the terms, provisions, conditions, and requirements of the negotiated contract; and

WHEREAS, the contract will be finalized after negotiations.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to enter into negotiations with England-Thims & Miller, Inc. to come to agreement over terms and conditions of an agreement.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to award and execute a contract with England-Thims & Miller, Inc. on behalf of the County to provide the services as provided in RFQ No.: 21-33, and as negotiated.

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

19 PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this day of January, 2021.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean  
Henry Dean, Vice Chairman

ATTEST: Brandon J. Patty,  
Clerk of the Circuit Court & Comptroller

By: Pam Halterm  
Deputy Clerk

RENDITION DATE 1/21/21





**CONTRACT AGREEMENT**  
**RFQ NO: 21-33; CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES**  
**FOR THE PAVEMENT MANAGEMENT MULTI-YEAR WORK PLAN**  
**Master Contract #: \_\_\_\_\_**

This Contract Agreement (Agreement) is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 **England-Thims & Miller, Inc.** ("Consultant"), authorized to do business in the state of Florida, with mailing address: 14775 Old St. Augustine Road, Jacksonville, FL 32258; Phone: (904) 642-8990; Fax: (904) 646-9485; Email: WilliamsB@etminc.com.

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 three (3) calendar years, and may be renewed for up to two (2) one (1) year renewal periods. 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. 21-33 and all issued Addenda (Exhibit A);
- Consultant's Rate Sheet (Exhibit B);
- 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 B of St. Johns County Request for Qualifications No: 21-33.

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.

#### **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 fourteen (14) 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 fifteen (15) 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:

**ARTICLE 9 – SUBCONTRACTING**

The County reserves the right to approve the use of any subconsultant, or to reject the selection of a particular subconsultant, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subconsultant 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 subconsultant fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subconsultant 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 subconsultant, 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 Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Consultant shall maintain during the life of 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 nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

**ARTICLE 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: Leigh A. Daniels, CPPB, Purchasing Manager**  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

England-Thims & Miller, Inc..  
**Attn: Buckley K. Williams, CCCA, Executive Vice President**  
14775 Old St. Augustine Road  
Jacksonville, FL 32258

## **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](mailto: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 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. 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.

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

**ST. JOHNS COUNTY, FL:**

**CONSULTANT:**

Leigh A. Daniels, CPPB  
Printed Name of County Representative

England-Thims & Miller, Inc.  
Company Name

Purchasing Manager  
Title of County Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Signature County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

**ATTEST:**  
**ST. JOHNS COUNTY, FL**  
**CLERK OF THE CIRCUIT COURT & COMPTROLLER**

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date

**LEGALLY SUFFICIENT:**

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date of Execution

**RFQ NO: 20-82; Construction Engineering and Inspection (CEI) Services  
for the Pavement Management Multi-Year Work Plan  
Master Contract #: \_\_\_\_\_**

**EXHIBIT "A"**

Request for Qualifications & Issued Addenda  
(separate attachment)

**RFQ NO: 20-82; Construction Engineering and Inspection (CEI) Services  
for the Pavement Management Multi-Year Work Plan  
Master Contract #: \_\_\_\_\_**

**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.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF INTENT TO AWARD

December 3, 2020

**RE:** RFQ 21-33; Construction Engineering and Inspection (CEI) Services for the Pavement Management Multi-Year Work Plan

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to England, Thims & Miller, Inc. as the top ranked firm under RFQ 21-33; Construction Engineering and Inspection (CEI) Services for the Pavement Management Multi-Year Work Plan. This notice will remain posted until 4:00PM, Tuesday, December 8, 2020.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

Sincerely,  
*St. Johns County*  
*Board of County Commissioners*

  
County Representative Signature

Date:

12/3/20

Leigh A. Daniels, CPPB  
Purchasing Manager  
(904) 209-0154 – Direct  
(904) 209-0155 – Fax  
[ldaniels@sjcfl.us](mailto:ldaniels@sjcfl.us)



**ST. JOHNS COUNTY  
PURCHASING DEPARTMENT**

500 San Sebastian View  
St. Augustine, Florida 32084

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**I N T E R O F F I C E   M E M O R A N D U M**

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**TO:** Greg Caldwell, Assistant Public Works Director  
**FROM:** Diana M. Fye, CPPB, Procurement Coordinator  
**SUBJECT:** RFQ 21-33; Construction Engineering and Inspection (CEI) Services for the  
Pavement Management Multi-Year Work Plan  
**DATE:** November 30, 2020

Attached please find a copy of the RFQ Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval

A handwritten signature in black ink, appearing to read "Greg Caldwell", is written over a horizontal line.

Date 12/2/20

Budget Amount \$10,000,000.00

Account Funding Title Trans Trust/Improv O/T Bldg  
Trans Trust/Roadway Maintenance Supplies

Funding Charge Code 1114-56301-5240-56301  
1114-55302-5238-56301

Award to England, Thims & Miller, Inc.

Award Amount \_\_\_\_\_ N/A \_\_\_\_\_

INTERVIEW RANKING SHEET

ST. JOHNS COUNTY, FLORIDA

DATE: November 24, 2020

PROJECT: RFQ 21-33, Construction Engineering and Inspection (CEI) Services for the Pavement Management Multi-Year Work Plan

FIRM	RATER	RATER	RATER	RATER	AVERAGED RANK	FINAL RANK	COMMENTS
	Tommy Mashburn	Doug Tarbox	Bill Freeman	Andrea Matzke			
England-Thlms & Miller, Inc.	1.0	1.0	2.0	2.0	1.5	1	
Keville Enterprises	2.0	3.0	3.0	3.0	2.8	3	
Eisman & Russo, Inc.	3.0	2.0	1.0	1.0	1.8	2	

APPROVED: By signing below, both parties have reviewed and approve this evaluation summary of the responses submitted for this RFO.

Purchasing Manager:

  
Leigh A. Daniels, CPPA

Date:

12/3/20

Assistant Public Works Director:

  
Greg Caldwell

Date:

12/3/20

NOTE:

THE RANKING SHOWN ABOVE SHALL BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS EVALUATION SUMMARY SHEET.

POSTING TIME/DATE FROM 4:00 P.M. DECEMBER 3, 2020 UNTIL 4:00 P.M. DECEMBER 6, 2020.

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

## EVALUATION SUMMARY SHEET

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

**Date: November 19, 2020  
RFQ: 21-33; Construction Engineering and  
Inspection (CEI) Services for the  
Pavement Management Multi-Year  
Work Plan**

FIRM	RATER Tommy Mashburn	RATER Doug Tarbox	RATER Bill Freeman	RATER Andrea Matzke	TOTAL	RANK	COMMENTS
AECOM Technical Services, Inc.	91	91	84	83	349	4	
Causseaux Hewett & Walpole, Inc. dba CHW Professional Consultants	88	86	66	82	322	8	
CONSOR Engineers, LLC	86	90	76	84	336	6	
CSI Geo, Inc.	87	86	79	89	341	5	
DRMP, Inc.	75	95	75	78	323	7	
Eisman & Russo, Inc.	93	93	87	90	363	3	
England-Thims & Miller, Inc.	97	98	87	87	369	1	
Keville Enterprises	95	96	89	85	365	2	
Tetra Tech, Inc.	80	90	75	71	316	9	

APPROVED: Purchasing Manager

Assistant Public Works Director

 Leigh A. Daniels, CPPB

 Greg Caldwell

**NOTE:**

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

POSTING TIME/DATE FROM 4:00PM November 20, 2020, UNTIL 4:00PM November 25, 2020.

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