

**Clay County Agreement/Contract No. 2025/2026 – \_\_\_\_\_**

**AGREEMENT FOR CONTINUING PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, TRANSPORTATION, TRAFFIC ENGINEERING, AND LANDSCAPE ARCHITECTURAL SERVICES**

This Agreement for Continuing Professional Services for Civil Engineering, Transportation, Traffic Engineering, and Landscape Architectural Services (“Agreement”) is entered into this 9<sup>th</sup> day of June, 2026 (“Effective Date”) between England, Thims & Miller, Inc., a Florida Profit Corporation (“Consultant”) and Clay County, a political subdivision of the State of Florida (the “County”).

**RECITALS**

**WHEREAS**, the County issued a Request for Qualification, RFQ No. 25/26-004 (“RFQ”) to solicit qualifications from firms to continuing professional services for civil engineering, environmental, transportation, traffic engineering, planning, landscape architectural, structural engineering, and geotechnical services on an as-needed basis; and

**WHEREAS**, the RFQ included the following eight categories of services: (1) Category 1: General Civil Engineering Services, (2) Category 2: Environmental Services, (3) Category 3: Transportation Planning and Traffic Engineering Services, (4) Category 4: Planning and Study Services, (5) Category 5: Landscape Architectural Services, (6) Category 6: Structural Civil Engineering Services, (7) Category 7: Surveying Services, and (8) Category 8: Geotechnical Services; and

**WHEREAS**, the Consultant submitted a proposal in response to the RFQ (“Consultant’s Response”); and

**WHEREAS**, County staff reviewed and ranked the submissions received for each Category in accordance with Section 287.055, Florida Statutes; and

**WHEREAS**, on April 14, 2026, the Board of County Commissioners of Clay County, Florida (the “Board”), awarded the RFQ for the Categories of services as follows: Category 1 to the six top-ranked firms; Category 2 to the four top-ranked firms; Category 3 to the five top-ranked firms; Category 4 to the four top-ranked firms; Category 5 to the five top-ranked firms; Category 6 to the three top-ranked firms; Category 7 was rejected; and Category 8 to the two top-ranked firms; and

**WHEREAS**, the Consultant was awarded Categories 1, 3, and 5; and

**WHEREAS**, the Consultant is duly licensed and qualified to provide the professional services contemplated herein; and

**WHEREAS**, the parties acknowledge and agree that the RFQ, together with all attachments thereto, and the Consultant’s Response apply to this Agreement and are incorporated herein by reference and made a part of this Agreement; and

**WHEREAS**, the parties desire to enter into this Agreement pursuant to which the Consultant shall perform services requested by the County, subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and all objections to the sufficiency and adequacy of which are hereby waived, the parties agree as follows:

**SECTION 1. PROJECTS**

- (a) The Consultant shall provide professional services in connection with various County projects for the following categories of services: (1) Category 1 – General Civil Engineering Services; (2) Category 3 – Transportation Planning and Traffic Engineering Services; and (3) Category 5 – Landscape Architectural Services.
- (b) The Consultant shall perform such services on an as-needed, as-assigned basis in accordance with this Agreement. Each individual service assignment issued by the County to the Consultant shall be referred to as a “Project” and collectively as the “Projects.” No Project shall commence unless and until authorized by the County through a written Work Order.
- (c) For purposes of this Agreement, the County Representative will be Howard Wanamaker, County Manager, and the Project Manager will be Richard Smith, Engineering Director, or his designee.

**SECTION 2. SCOPE OF SERVICES**

- (a) The Consultant shall perform all services (“Services”) for each assigned Project in accordance with: (i) the RFQ Scope of Services attached as **Exhibit 1** and incorporated herein by reference, and (ii) the applicable Work Order executed by the parties for the assigned Project, in the general form attached as **Exhibit 2**, as it may be amended from time to time by the County. No Services shall commence unless and until a Work Order has been fully executed by both the County Manager and the Consultant, at which time the Work Order shall become incorporated into and governed by this Agreement.
- (b) The Services to be provided under a Work Order may include, but are not limited to, design support services, preparation and submission of plans, utility coordination, post-design services, coordination with the Internal Review Committee and Development Review Committee, project bidding and negotiation assistance, value engineering, and permitting service.
- (c) When Services are required, the County will request from the Consultant a proposed scope of services for the applicable awarded Categories. The Consultant shall prepare and submit to the

County's Project Manager and Purchasing Department, for review and approval: (1) a scope of services, (2) a fee summary for the Consultant; and (3) either a lump sum fee or a not-to-exceed amount for the Project based upon the applicable schedule of hourly rates attached hereto as follows: **Exhibit 3** – Category 1 Hourly Rates; **Exhibit 4** – Category 3 Hourly Rates; and **Exhibit 5** – Category 5 Hourly Rates. At the County's discretion, certain tasks may instead be compensated on a lump sum basis rather than pursuant to hourly rates. If the scope, fee, and amount are mutually agreed upon, the County will issue a Work Order for execution.

(d) The Consultant shall furnish all professional, technical, clerical, and related services and personnel necessary to fully perform the Services for each assigned Project. In performing the Services, the Consultant shall act as an extension of the County's staff and shall provide qualified personnel capable of performing all assigned duties and responsibilities in a timely, professional, and efficient manner.

(e) Upon assignment of a Project, the Consultant shall meet with the County Project Manager, or designee, and any other designated County staff at mutually agreed upon intervals to review the status of the Project, progress of the Services, critical activities, performance, scheduling, and any other Project-related matters. In addition, the Consultant shall provide thorough and accurate monthly progress reports, as applicable, identifying the current status of the Project, Services completed, anticipated upcoming Services and associated timeframes, and any actual or potential delays, issues, or circumstances that may impact the Project schedule, budget, or performance..

(f) In entering into this Agreement, the Consultant represents and warrants that it presently possesses, or will obtain in a timely manner, all equipment, materials, and personnel necessary to fully perform the Services described herein. The Consultant shall assign sufficient qualified personnel as are required to ensure the diligent, timely, and competent performance of the Services in accordance with the terms of this Agreement. The Consultant shall ensure that all personnel assigned to perform the Services: (1) are properly trained, licensed, and certified as may be required by applicable law and industry standards; (2) possess the necessary qualifications and experience to carry out their assigned duties; and (3) comply with all applicable terms and conditions of this Agreement.

(g) The Consultant represents and warrants to the County that Consultant is experienced with providing the Services described in this Agreement and is qualified and competent to perform such Services. The Consultant shall perform all Services in a professional, timely, and competent manner consistent with industry standards and in accordance with all applicable laws, rules, and regulations.

(h) In performance of the Services, the Consultant acknowledges that it is bound by and shall comply with all terms and conditions of this Agreement and all applicable federal, state, and local laws, statutes, and regulations, as they may be modified from time to time, or any new laws that may be established during the term of the Agreement. Additionally, the Consultant is bound by and shall comply with all applicable administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, including, but not limited to, those of the Florida Department of Transportation (FDOT), St. Johns River Water Management District, Florida Department of Environmental Protection, Florida Department of Health, and Florida Fish and Wildlife Conservation Commission. Any violation of these laws,

rules, and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement upon delivery of written notice of termination to the Consultant as outlined herein.

(i) Nothing in this Agreement shall be construed as guaranteeing the Consultant any minimum amount of Services, Work Orders, Projects, or compensation during the term of this Agreement. The County makes no representation or guarantee regarding the volume or frequency of Services, Work Orders, or Projects that may be requested or assigned under this Agreement.

(j) The County reserves the right to issue Work Orders for a Project to multiple consultants for the performance of specific services. In such event, all consultants shall cooperate and coordinate with one another as necessary to ensure that all project schedules, deadlines, and deliverables are satisfied. The County may designate one consultant to serve as the lead consultant for a particular Project.

(k) This Agreement is non-exclusive and shall not be construed to create an exclusive contractual relationship between the County and the Consultant. The Consultant may provide services to other clients, provided such services do not conflict with the Consultant's obligations under this Agreement, and the County reserves the right to provide and/or obtain similar services from other consultants or contractors.

(l) The County reserves the right, in its sole discretion, to add to, substitute, or remove Services or Categories under this Agreement based on the County's actual project workload and schedules. Project assignments shall be made exclusively at the County's discretion, and the County shall determine which consultant, if any, is the most qualified to provide the required services for a given Project or portion thereof. In making such determinations, the County may consider, without limitation: (1) the Consultant's capabilities and resources; (2) the Consultant's record of providing qualified and experienced personnel; (3) the expertise of the personnel proposed for the Project; (4) the Consultant's history of timely performance; and (5) the past performance of the Consultant and its personnel on County projects.

(m) The County may conduct performance evaluations of the Consultant at any time during performance of the Services and/or soon after the completion of any Project to ensure compliance with the Agreement.

### **SECTION 3. ADDITIONAL SERVICES AND FEES**

If the County identifies, or the Consultant recommends, any additional work, materials, or services not included in the original scope of this Agreement but deemed beneficial to the County, such additions shall only be undertaken upon the mutual agreement of the County and the Consultant. The scope, timing, and associated fees for any such additional work must be authorized in writing by the County.

**SECTION 4. TERM AND TIMELY PERFORMANCE**

(a) The term of this Agreement shall commence on the Effective Date and shall remain in effect for a period of twenty-four (24) months from the Effective Date, unless earlier terminated in accordance with the terms of this Agreement. The Agreement may be renewed for up to two additional twelve (12) month terms upon the mutual written agreement of the parties. In connection with any renewal, the County reserves the right, in its sole discretion, to renew the Agreement for all awarded Categories or only selected Categories.

(b) The parties mutually acknowledge and agree that time is of the essence in the performance and completion of the Services assigned under this Agreement. The Consultant shall perform all Services in a timely manner, as required by the terms of this Agreement and the associated Work Order.

(c) Notwithstanding the termination or expiration of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination or expiration date, until all of the rights and obligations of both parties thereunder have been fulfilled or the Work Order has been terminated.

**SECTION 5. SUBCONSULTANTS**

(a) No subconsultants are authorized under this Agreement. The Consultant shall not utilize any subconsultant in connection with the Services to be performed under this Agreement without the County's prior written authorization. Such written authorization may be granted by the Project Manager on behalf of the County.

(b) In the event the County authorizes the use of a subconsultant, such subconsultant shall be supervised and compensated solely by the Consultant. The Consultant shall remain fully responsible to the County for the acts and omissions, performance, and timeliness of Services of any authorized subconsultant and of persons directly or indirectly employed by such subconsultant.

(c) The Consultant shall require all authorized subconsultants to comply with the applicable terms and conditions of this Agreement. The Consultant shall include in each subconsultant agreement provisions sufficient to give the Consultant the same authority and control over the subconsultant as the County retains over the Consultant under this Agreement.

(d) Nothing in this Agreement shall be construed to create any contractual relationship between the County and any subconsultant or to provide any subconsultant with any rights, claims, or remedies against the County or any of its employees, officers, agents, or representatives, including for payment or otherwise.

**SECTION 6. PAYMENT FOR SERVICES**

(a) Payments will be made by the County to the Consultant for Services actually, timely, and satisfactorily performed for an assigned Project on a lump sum or not-to-exceed basis, as set forth in the applicable Work Order for the Project. To the extent design phase services are

included within a Work Order, the applicable Work Order may establish milestone progress payments or other payment terms governing such services. Payment shall be made upon the Consultant's submission of a Proper Invoice and all required supporting documentation in accordance with Section 7 of this Agreement.

(b) The mutually agreed upon lump sum or not-to-exceed amount for each assigned Project shall be calculated based upon the applicable hourly rates set forth in Exhibits 3, 4, and/or 5, together with any other pricing methodology expressly identified in the applicable Work Order.

(c) The compensation established for each Project shall constitute full and complete payment for all Services performed by the Consultant, including, but not limited to, travel, overtime, labor, personnel, man-hours, materials, equipment, supplies, overhead, profit, reimbursable expenses, and all other costs and expenses incurred in connection with the performance of the Services.

(d) No increases in hourly rates shall be permitted during the initial twenty-four (24) month term of this Agreement. Thereafter, the Consultant may request an adjustment to the hourly rates in connection with any renewal term by providing written notice to the Project Manager and Purchasing/Contracts Manager prior to renewal of the applicable term. Such notice must identify the proposed adjustment(s) and include supporting justification. Upon receipt of a request, the County and the Consultant may negotiate the requested adjustment(s). If the Consultant fails to submit a written request with supporting documentation prior to renewal, the County may decline to consider the adjustment and may proceed with renewal at the existing rates or decline to renew the Agreement. If the parties are unable to reach agreement on any requested adjustment prior to renewal, the County may, in its sole discretion, decline to renew the Agreement. Any approved adjustment(s) shall be incorporated into this Agreement by written amendment and shall apply only during the applicable renewal term. Any request for a rate adjustment shall not exceed the percentage increase in the most recently published Consumer Price Index (CPI), or four percent (4%), whichever is greater, unless otherwise expressly approved by the parties in a written amendment to this Agreement. If the Consultant does not request and receive approval for an increase to the approved hourly rates in any given renewal term, the Consultant may not carry forward, combine, or compound any unrequested or unapproved increase in a subsequent renewal term to recoup the prior year's increase.

## **SECTION 7. PAYMENT PROCEDURES**

(a) As used herein, the term "Act" means the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes; the term "Invoice" means a statement, invoice, bill, draw request or payment request submitted by the Consultant under this Agreement; the term "Proper Invoice" means an Invoice that conforms with all statutory requirements set forth in the Act and all requirements specified herein; and the term "Submittal Date" means, with respect to an Invoice, the submittal date thereof to the Paying Agent. Invoices shall be submitted to Clay County Comptroller's office ("Paying Agent") by Email at [invoices@clayclerk.com](mailto:invoices@clayclerk.com) or U.S. Mail at Clay County BOCC, PO Box 988, Green Cove Springs, FL 32043 ATTN: Accounts Payable with a copy to the Project Manager. All payments will be governed by the Act, which provides that payments will be made not later than 45 days from receipt of a Proper Invoice.

(b) The Consultant shall submit Invoices to the Paying Agent no more than once per month for each assigned Project. Each Invoice shall reflect the value of Services completed to the date of the Invoice, calculated in accordance with the amounts set forth in the applicable Work Order, less any prior payment requests submitted and amounts previously paid. Except as otherwise provided in the applicable Work Order, no payment shall be due for Services not yet performed or approved by the County for payment purposes.

(c) Invoices shall be signed by the Consultant and must include the following information and items:

- 1) The Consultant's name, address and phone number, including payment remittance address.
- 2) The Invoice number and date.
- 3) Reference to the Agreement by its title and number as designated by the County and Purchase Order and/or Work Order number.
- 4) The period and brief description of the Services covered by the Invoice, including the applicable design phase milestone, if any.
- 5) The total amount of payment requested for the assigned Project, the lump sum or not-to-exceed amount for the assigned Project, the total amount previously requested for the assigned Project, and the total amount paid to date for the assigned Project.
- 6) Supporting documentation demonstrating the percentage of completion achieved and Services rendered, including milestone deliverables, hours worked, and/or timesheets, as applicable.
- 7) Supporting documentation necessary to satisfy auditing requirements (both pre-audits and post-audits), for cost and Services completion.
- 8) The Consultant must provide any additional documents, records, updates, or information as needed to support or document the Invoice as may be requested by the County.

(d) Upon receipt of an Invoice submitted under this section, the Paying Agent and/or Project Manager/designee shall date stamp the Invoice as received. Thereafter, the Paying Agent and/or Project Manager/designee shall review the Invoice and may also review the Services to determine whether the quantity and quality of the Services are as represented in the Invoice and otherwise comply with the requirements of this Agreement. If the Paying Agent and/or Project Manager/designee determine that the Invoice does not conform with the applicable requirements of this Agreement or that the Services within the scope of the Invoice have not been properly delivered, performed, approved for payment purposes, and/or otherwise provided in accordance with this Agreement, the Paying Agent and/or Project Manager/designee shall notify the Consultant in writing within ten (10) business days after receipt of the improper Invoice, identifying the deficiency and the corrective action required for the Invoice to be deemed proper.

(e) By the submittal of an Invoice hereunder, the Consultant shall have been deemed to have warranted to the County that all Services for which payments have been previously received from

the County shall be free and clear of liens, claims, security interests or other encumbrances in favor of the Consultant or any other person or entity for failure to make payment.

(f) The parties will attempt to settle any payment dispute arising under this paragraph through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the dispute concerning payment of an Invoice remains unresolved within 30 days following the Submittal Date, then the Project Manager shall schedule a meeting between the Consultant's representative and the Project Manager with the County Manager, to be held no later than 43 calendar days following the Submittal Date, and shall provide written notice to the Consultant regarding the date, time and place of the meeting no less than 5 calendar days prior thereto. At the meeting, the Consultant's representative and the Project Manager shall submit to the County Manager their respective positions regarding the dispute, including any testimony and documents in support thereof. The County Manager shall issue a written decision resolving the dispute within 45 calendar days following the Submittal Date, and serve copies thereof on the Consultant's representative and the Project Manager.

(g) Final Payment for each assigned Project. Acceptance by the Consultant, including its successors and assigns, of final payment for an assigned Project shall constitute a full and complete release of the County from any and all claims or demands for further compensation for Services performed under the applicable Work Order, unless the Consultant has properly and timely filed a claim prior to such payment.

(h) The County's review, approval, acceptance of, or payment for the Services required under this Agreement may not be construed or deemed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the County in accordance with applicable law for damages suffered by the County to the extent caused by the Consultant's negligent performance of any of the Services furnished under this Agreement.

## **SECTION 8. CHANGE ORDERS**

(a) Change Orders submitted by Consultant.

- 1) Change Orders may be used to clarify the Services, modify the scope of services, adjust prices or rates, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project is functionally operational in accordance with the intent of this Agreement.
- 2) Prior to requesting approval of a Change Order, the Consultant shall review all cost proposals. The Consultant shall provide the County with documentation supporting the validity and reasonableness of the proposed Change Order, including itemized pricing, time impacts, schedules, and any other relevant details as may be applicable. The proposed Change Order shall clearly set forth the requested cost adjustments, time extensions, and any other material changes to the Agreement. No work or services covered by a proposed Change Order shall be performed, nor shall payment be made until the County has approved the Change Order in writing. In the absence of prior written approval, the

Consultant waives any claim for additional compensation or time related to the unapproved work. Submission of supporting documentation by the Consultant shall not, in itself, be construed as validation of the claim. Approved Change Orders will be made a part of this Agreement by a written amendment to the Agreement or to the applicable Work Order, as appropriate, and must be executed by both parties.

- 3) Each Change Order must clearly set forth the basis for the change or requested adjustment and must be supported by sufficient substantiating data to allow for a full and fair evaluation by the County. If a Change Order includes a request for a time extension, it must also include a detailed explanation of the circumstances justifying the extension, accompanied by adequate documentation or information to support such request. Change Orders shall not be used to request time extensions resulting from delays or conditions attributable to the Consultant.
  - 4) All Change Orders must be submitted in writing to the County's Project Manager at the email address specified in the "Notice" section of this Agreement, or to such other individual or location as the County may designate in writing. Each Change Order shall include all required supporting documentation. A copy of each submitted Change Order must also be emailed to the County's Purchasing Department at [purchasing@claycountygov.com](mailto:purchasing@claycountygov.com), or to such other individual or location as the County may designate in writing. **The email subject line for all Change Order submissions must state: "Change Order Request."**
- (b) Change Order submitted by contractors.
- 1) As part of the Services under this Agreement, the Consultant may be requested to review and approve Change Orders submitted by contractors for a Project. A Change Order as used in this section means a written amendment or modification to the Project for which the Consultant is providing services. Change Orders may be issued to clarify or modify the scope of work, adjust unit costs or the contract price, extend the Project schedule, address unforeseen conditions, or otherwise ensure the Project remains functionally operational.
  - 2) The Consultant acknowledges that, in accordance with Section 218.755, Florida Statutes, if the County receives from a contractor a price quote for a Change Order that was requested or issued by the County for construction services, and the price quote complies with all statutory and contractual requirements, as determined by the County, the County must approve or deny the price quote and provide written notice of its decision to the contractor within thirty-five (35) days of receipt of such quote. If the County denies the Change Order, the written notice shall state the deficiencies in the price quote and identify the actions required to remedy such deficiencies. The County's failure to provide such written notice within the required timeframe will result in the Change Order and price quote being deemed approved, and the County must pay the contractor the amount stated in the price quote upon completion of the Change Order work.
  - 3) The County, in consultation with the Consultant, shall provide to the contractor its written determination regarding any Change Order request. To enable the County to issue such

determination in a timely manner and in accordance with Section 218.755, Florida Statutes, the Consultant shall provide to the County its written recommendations, comments, and/or approval within fourteen (14) days of receipt of a Change Order submitted by a contractor for a Project. The Consultant's failure to provide such written recommendations, comments, and/or approval within the required timeframe shall constitute a breach of this Agreement and shall subject the Consultant to the financial consequences set forth in Section 2.11, which was added to the Agreement as part of the First Renewal.

## **SECTION 9. INSURANCE**

(a) The Consultant shall maintain throughout the term of this Agreement and completion of any Services and during any renewal or extension term(s) of this Agreement or as required herein insurance of the following types and with such terms and limits:

1. Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations
- \$50,000 each occurrence for Damage to Rented Premises
- \$5,000 Medical Expenses (any one person)

Commercial and General Liability policy must include coverage for contractual liability and independent contractors.

2. Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the Consultant does not own vehicles, the Consultant shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Workers' Compensation and Employer's Liability

Any person or entity performing work for or on behalf of the County must provide Workers' Compensation and Employer's Liability insurance in limits not less than:

- Workers Compensation      Statutory limits
- Employers Liability      \$100,000 Each Accident  
   \$500,000 Disease Policy  
   \$100,000 Disease-Each Employee

Exceptions and exemptions may be allowed by the County Manager, if they are in accordance with Florida Statutes.

The Consultant waives, and the Consultant shall ensure that its insurance carrier waives, all subrogation rights against the County, its employees, agents, boards, and commissions, for all losses or damages. The County requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Consultant must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

For any Consultant who has exempt status as an individual, the County requires proof of Workers' Compensation insurance coverage for that Consultant's employees, leased employees, volunteers, and any workers performing work.

4. Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$1,000,000 aggregate. Insurance must be kept in force until the third anniversary of the expiration or termination of the Agreement.

5. Umbrella/Excess Insurance

If the Consultant's primary insurance policy/policies do not meet the minimum requirements, the Consultant may provide an Umbrella/Excess insurance policy to comply with the insurance requirements.

(b) Providing and maintaining adequate insurance coverage is a material obligation of the Consultant. Prior to commencement of the Services, the Consultant must deliver valid certificates of insurance for the required insurance coverage to the County's Purchasing Department.

(c) The certificates of insurance for the required coverages, with the exception of Workers' Compensation and Employer's Liability and Professional Liability, shall name "**Clay County, a political subdivision of the State of Florida, and The Board of County Commissioners, Clay County, Florida, its employees, agents, boards and commissions, as their interests may appear**" as "**Additional Insureds.**" The coverage shall contain no special limitation on the scope of protection afforded to the County, its employees, agents, officials, boards, and commissions. The certificates of insurance shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificates of insurance will show a retroactive date, which should be the same date of the initial Agreement or prior. The Agreement number, event dates, and/or other identifying reference must be listed on the certificates of insurance.

(d) The Certificate Holder on the certificates of insurance should read as follows: "**Clay County Board of County Commissioners, P.O. Box 1366, Green Cove Springs, FL 32043**" or as otherwise designated by the County's Purchasing Department.

(e) The certificates of insurance shall be provided to the County with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the

responsibility of the Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the Certificate Holder. In the event the Agreement term goes beyond the expiration date of any insurance policy, the Consultant shall provide the County's Purchasing Department with an updated certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the Agreement until this requirement is met. If any required insurance coverage is canceled, terminated, or revoked, the Consultant agrees to immediately suspend its operations until replacement insurance is obtained and verified.

(f) Any exclusions or provisions in the insurance maintained by the Consultant that excludes coverage for work or services contemplated under this Agreement shall be deemed unacceptable, a material violation of the County's bidding requirements, and shall be considered a breach of the Agreement.

(g) These insurance requirements may be modified and/or waived, in whole or in part, upon written approval by the County Manager or designee, without the need for a formal amendment to the Agreement.

#### **SECTION 10. INDEMNIFICATION; SOVEREIGN IMMUNITY**

(a) To the fullest extent permitted by law and in accordance with Section 725.08, Florida Statutes, the Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

(b) The County does not agree to and shall not indemnify the Consultant or any other person or entity, for any purpose whatsoever. To the extent any indemnification by the County may be construed under this Agreement, any such indemnification shall be subject to, and limited by, the provisions of Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of the County's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes. Furthermore, nothing in this Agreement shall be interpreted as an agreement by the Consultant to indemnify the County for the negligent acts or omissions of the County and its officers, agents, or employees.

(c) No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

**(d) PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

- (e) The provisions in this Section shall survive the termination or expiration of this Agreement.

## **SECTION 11. ACCURACY OF SERVICES**

(a) The Consultant shall be responsible for the accuracy of its Services, including Services by any authorized subconsultants, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Consultant or any authorized subconsultants without additional compensation. Acceptance of the Services by the County shall not relieve the Consultant of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities.

(b) Following completion of Services, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by County in writing promptly after recognition thereof, Consultant shall, at no cost to County, furnish all remedial design or consulting services required in connection therewith as soon as reasonably possible after receipt of such report from County.

(c) At any time during the construction of an assigned Project, the Consultant shall, upon the County's request, confer with the County to interpret information furnished by the Consultant and to correct any errors or omissions in its work. The Consultant shall prepare all data, documents, or other deliverables necessary to correct its errors and/or omissions without added compensation, regardless of whether final payment for the Services has been made.

## **SECTION 12. DOCUMENTS, OWNERSHIP AND USE**

(a) All documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, drawings, artwork files, plans, maps, summaries, and other records, materials, and data relating to this Agreement (other than working papers) specifically prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County in connection with this Agreement shall be the property of the Consultant until the Consultant has been paid for providing and performing the Services required to produce such documents whereupon they shall become the sole property of the County.

(b) Upon the effective date of termination or expiration of the Agreement, the Consultant shall provide to the County all documents, including, but not limited to, notes, files, evaluations, reports, studies, estimates, data, specifications, surveys, drawings, artwork files, plans, maps, and summaries relating to this Agreement (other than working papers) that have been accumulated by the Consultant, provided to the Consultant by the County, and/or prepared or developed by the Consultant or by any authorized subconsultant or subcontractor on behalf of the County and for which the Consultant has been paid to provide and perform the Services required to produce such documents. The Consultant agrees to provide these documents to the County within 10 business days of the County's request in such format and/or arrangement as requested by the County, including, but not limited to, physical and/or electronic copies.

(c) The Consultant shall not use any of these documents, data and information contained therein on any other project or for any other client without prior written permission of the County.

Any use by the County of the documents, data and information contained therein, obtained by the County under the provisions of the Agreement for any purpose not within the scope of the Agreement shall be at the sole risk of the County, for which the Consultant shall not be liable.

### **SECTION 13. ACCESSIBILITY COMPLIANCE (WCAG)**

(a) **Accessibility Compliance Requirement.** To the extent Consultant provides any digital deliverables under this Agreement, including, without limitation, project websites, public-facing project information, electronic reports, PDFs, presentations, maps, graphics, dashboards, digital kiosks, or other electronic documents or media intended for public use or access, such deliverables shall comply with the Web Content Accessibility Guidelines (“WCAG”) Version 2.1, Level AA, as may be amended or superseded, and all applicable federal and state accessibility laws, regulations, and standards, including, without limitation, Title II of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, and the U.S. Department of Justice April 2024 Final Rule regarding digital accessibility.

(b) **Remediation.** Consultant shall ensure that all digital deliverables and related services provided under this Agreement comply with the accessibility requirements set forth herein and all applicable accessibility laws, regulations, and standards. Upon written notice from the County of any accessibility deficiency or noncompliance within the scope of Consultant’s Services, Consultant shall promptly investigate, correct, and remediate such deficiency or noncompliance at no additional cost to the County.

(c) **Subcontractors and Third-Party Content.** If Consultant utilizes any subcontractors, subconsultants, software, platforms, or third-party content in connection with digital deliverables under this Agreement, Consultant shall remain responsible for ensuring compliance with the accessibility requirements set forth herein to the extent such deliverables are within Consultant’s control or responsibility under this Agreement.

(d) **Closeout Documents.** To the extent required under this Agreement, all closeout documents, including operation and maintenance manuals, warranties, reports, record documents, and other electronic deliverables provided in digital format, shall be provided in an accessible, text-readable format compliant with applicable accessibility requirements. Image-only or scanned documents shall not be accepted unless accompanied by an accessible text-readable version.

(e) **Indemnification.** To the extent permitted by law and in accordance with Section 725.08, Florida Statutes, Consultant shall indemnify and hold harmless the County, its officers, employees, and agents from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in connection with the Consultant’s obligations to comply with the accessibility requirements applicable to the Services or digital deliverables provided under this Agreement. Nothing herein shall be construed as a waiver of the County’s sovereign immunity or limitations of liability under section 768.28, Florida Statute.

## **SECTION 14. FINANCIAL CONSEQUENCES**

(a) In addition to all other rights and remedies available to the County under this Agreement or applicable law, and without limiting the provisions of the Default and Termination Section, the County may assess financial consequences against the Consultant in the event the Consultant fails to perform the Services in accordance with the terms of this Agreement, and such failure results in harm, damage, or financial loss to the County.

(b) Prior to imposing any financial consequences, the County shall provide the Consultant with written notice identifying the nature of the failure and providing the Consultant ten (10) calendar days to cure the failure, if curable. If the Consultant fails to timely cure the identified deficiency to the satisfaction of the County, the County may impose financial consequences as described herein.

(c) The amount of financial consequences shall be reasonably determined by the County and may include, but are not limited to: (i) reimbursement of any fees paid by the County to the Consultant for Services that were not performed or were improperly performed; (ii) the County's costs to correct, complete, or mitigate the Consultant's failure, including costs incurred to procure substitute services; and (iii) any direct financial losses suffered by the County resulting from the Consultant's failure to perform as required.

(d) The Consultant's total liability under this provision shall not exceed the total compensation paid or payable by the County to the Consultant under the applicable Work Order, except in cases involving gross negligence or willful misconduct. This limitation of liability shall not apply to the Consultant's indemnification obligations or to any damages which cannot be lawfully limited under applicable law.

(e) Nothing in this Section shall be construed as limiting the County's right to pursue other available legal or equitable remedies, including claims for breach of contract. The County's decision to impose financial consequences shall not be deemed a waiver of any other rights or remedies it may have arising from the Consultant's default or failure to perform any obligation under this Agreement.

## **SECTION 15. DEFAULT AND TERMINATION**

(a) Default. The Consultant shall be in default if it breaches any covenant, condition, or obligation under this Agreement or any Work Order; fails to satisfactorily perform the Services required under this Agreement or an applicable Work Order; fails to make sufficient progress so as to endanger timely completion of the Services; fails to perform on time or comply with an applicable deadline or schedule; fails to provide sufficient properly skilled labor, materials, or equipment; performs Services in a negligent, deficient, or otherwise unacceptable manner and fails to timely cure or correct such deficiency; provides false or inaccurate information; fails to timely pay any subconsultants or suppliers; fails to comply with applicable laws, rules, regulations, or permit requirements; or ceases operations or otherwise becomes unable to perform its obligations. Upon such occurrence, the County may declare the Consultant in default by written notice. Except for defaults involving failure to comply with applicable laws, rules, or regulations (which must be

cured immediately), the Consultant shall have ten (10) calendar days after receipt of notice to cure the default or, if not curable within ten (10) days, to submit a written cure plan describing how and when the default will be cured. The County, in its sole discretion, may approve or reject the cure plan. Upon approval, the Consultant shall immediately commence implementation of the cure plan.

(b) If the Consultant fails or is unable to cure a default in accordance with this Agreement, the County may, in its sole discretion and in addition to any other rights or remedies available under this Agreement or applicable law, exercise one or more of the following remedies with respect to a specific Work Order, Category, or this Agreement as a whole:

1. Terminate the applicable Work Order, Category, and/or this Agreement for cause.
2. Initiate such legal or equitable proceedings as may be necessary to enforce the Consultant's performance obligations.
3. Withhold, offset, or suspend payments under the affected Work Order or this Agreement.
4. Take corrective or remedial action, including but not limited to:
  - i. Request additional information from the Consultant to determine the reasons for or the extent of non-compliance or lack of performance;
  - ii. Issue written warnings to advise that more serious measures may be taken if the situation is not corrected;
  - iii. Directing suspension of specific Services; and/or
  - iv. Completing the Services by other means.
5. Exercise any other rights or remedies available under this Agreement, any applicable Work Order, or under applicable law.

The exercise of any remedy shall not preclude the County from pursuing other available remedies.

(c) Termination for Cause. If the Consultant fails or is unable to cure a default in accordance with this Agreement, and unless otherwise agreed to in writing by the County, the County may, at its option and without waiving or releasing any rights or remedies available to it under this Agreement or applicable law, terminate the applicable Work Order, Category, and/or this Agreement, in whole or in part, for cause upon written notice from the County Representative to the Consultant, which termination shall be effective immediately unless otherwise stated in the notice. In the event of a termination for cause, the County may procure services, materials, work, or goods similar to those terminated through other sources, and the Consultant shall be liable for any additional costs, damages, or expenses incurred by the County as a result thereof. If it is subsequently determined that the Consultant was not in default, or that the default was excusable due to causes beyond the Consultant's control and without the fault or negligence of the Consultant, then such termination shall be deemed a termination for convenience, and the rights and obligations of the parties shall be governed accordingly.

(d) Termination for Convenience. The County may, whenever it determines that such action is in the County's best interests, terminate this Agreement, any Category, or any Work Order, in whole or in part, for convenience. The County Representative shall provide the Consultant with thirty (30) calendar days' prior written notice specifying the effective date of termination. In the event of a termination for convenience, the Consultant shall be compensated for all Services satisfactorily performed through receipt of the notice of termination and for any additional Services

specifically authorized in writing by the County to be performed through the effective date of termination.

(e) Mutual Termination. The parties may mutually agree to terminate this Agreement, any Category, or any Work Order through a written amendment executed by the parties. Such amendment shall specify the effective date of termination and establish the procedures for the orderly close-out of the Agreement, Category, or Work Order. The County Representative is authorized to execute such amendment on behalf of the County.

(f) Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated Services and shall stop Services to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or agreements related to the terminated Services and shall transfer all Services in progress, completed Services, and other materials related to the terminated Services to the County.

(g) Termination of this Agreement, Category, or a Work Order shall not relieve the Consultant of its responsibilities for the completed portion or concerning any just claims arising out of the Services performed prior to termination.

(h) Force Majeure. Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to a "Force Majeure Event". For purposes of this Agreement, "Force Majeure Event" shall mean any event or agency delaying or preventing the performance of a party's obligation(s) under this Agreement which is beyond the reasonable control of the parties, including but not limited to acts of God, natural disasters, fire, flood, war, terrorism, governmental actions, labor strikes, pandemics, or other unforeseeable circumstances. Upon notice of a Force Majeure Event, the party whose performance under this Agreement is affected thereby shall: (i) promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof; and (ii) use reasonable efforts to diligently remedy the interruption or delay, provided that the interruption or delay is reasonably capable of being remedied by that party. In the event that any event of Force Majeure occurs, the Consultant may request a reasonable extension of time for performance of its Services.

## **SECTION 16. AUTHORITY TO SUSPEND SERVICES**

The County Representative and/or Project Manager shall have the authority to suspend the Services, in whole or in part, under this Agreement or any Work Order for such period or periods as deemed necessary due to unsuitable weather conditions, budgetary constraints, unfavorable site conditions, litigation, regulatory actions, or any other circumstance beyond the County's reasonable control. Upon written notice of suspension, the Consultant shall immediately suspend the affected Services as directed. The Consultant shall not be entitled to recover damages, lost profits, unabsorbed overhead, or other additional compensation arising from the suspension or delay of the Services, regardless of the cause. However, the time for completion of the Services shall be extended by a period deemed reasonable under the circumstances, as mutually agreed upon by the County and the Consultant, and memorialized in a written Work Order modification or amendment executed in accordance with this Agreement. The Consultant shall be compensated

only for Services satisfactorily performed prior to the effective date of suspension and for authorized Services performed after the County issues written notice to resume Services, in accordance with the applicable Work Order. Suspension or delay of the Services, whether caused by the County, third parties, or events beyond the County's control, shall not give rise to any claim for additional compensation or damages against the County.

#### **SECTION 17.           AUDIT OF CONSULTANT'S RECORDS**

- (a) All records, expenditures, and payments under this Agreement are subject to examination and/or audit by the County. The Consultant shall maintain all books, documents, papers, financial/accounting records and other evidence pertaining to costs incurred in the performance of the Services, and the Consultant must make the records available upon request.
- (b) All records connected with this Agreement must be retained for a period of at least 5 years following the date of final payment and close-out of all pending matters. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes.
- (c) Failure of the Consultant to comply with these requirements may result in disqualification or suspension from quoting and bidding on future projects/contracts or disapproval as a subconsultant at the option of the County.
- (d) The provisions in this Section shall survive the termination or expiration of this Agreement.

#### **SECTION 18.           PUBLIC RECORDS**

(a) The Consultant acknowledges the County's obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The Consultant acknowledges that the County is required to comply with the Public Records Laws in the handling of the materials created under the Agreement and that the Public Records Laws control over any contrary terms in the Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the Consultant covenants to comply with the Public Records Laws, and in particular to:

1. Keep and maintain public records required by the County to perform the Services required under the Agreement;
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 provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant does not transfer the records to the County; and,
4. Upon completion of the 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. If the Consultant transfers all public records to the County upon completion of the 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 the 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 information technology systems of the County.

(b) The Consultant's failure to comply with the requirements of this Section shall be deemed a material breach of this Agreement, for which the County may terminate the Agreement immediately upon written notice to the Consultant.

(c) The Consultant acknowledges the provisions of Section 119.0701(3)(a), Florida Statutes, which, as applicable to the County and the Consultant, require as follows:

1. A request to inspect or copy public records relating to the Agreement must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Consultant of the request, and the Consultant must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
2. If the Consultant does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the Agreement.
3. If the Consultant fails to provide the public records to the County within a reasonable time, the Consultant may be subject to penalties under Section 119.10, Florida Statutes.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 529-3604, [publicrecords@claycountygov.com](mailto:publicrecords@claycountygov.com), POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

## **SECTION 19. TAXES**

In that the County is a governmental agency exempt from sales and use taxes, the County shall pay no such taxes, any other provisions of this Agreement to the contrary notwithstanding. The County shall provide proof of its exempt status upon reasonable request.

## **SECTION 20. APPROPRIATED FUNDS**

The Consultant acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes,

the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

## **SECTION 21. SCRUTINIZED COMPANIES CERTIFICATION**

In compliance with Section 287.135(5), Florida Statutes, the undersigned hereby certifies that the Consultant is not participating in a boycott of Israel as defined in Section 287.135(1), Florida Statutes; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in Section 287.135(2), Florida Statutes; and does not have business operations in Cuba or Syria as defined in Section 287.135(1), Florida Statutes. In accordance with Section 287.135(3), Florida Statutes, the County shall have the option of terminating this Agreement if the Consultant is found to have submitted a false certification as provided under Section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as defined in Section 287.135(1), Florida Statutes.

## **SECTION 22. E-VERIFY REQUIREMENT**

Pursuant to Section 448.095, Florida Statutes, the Consultant shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Consultant during the term of this Agreement. Upon request by the County, the Consultant shall provide evidence of compliance with this provision. No subconsultants are authorized under this Agreement without the County's prior written approval. In the event the County authorizes the use of a subconsultant, the Consultant shall require such subconsultant to comply with the requirements of Section 448.095, Florida Statutes, including registration with and utilization of the E-Verify system, and to provide the Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, as required by Section 448.095(2)(b)1, Florida Statutes. Failure to comply with this Section shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement in its sole discretion.

## **SECTION 23. HUMAN TRAFFICKING ATTESTATION**

In compliance with Section 787.06 (14), Florida Statutes, the undersigned, on behalf of the Consultant, a nongovernmental entity, hereby attests under penalty of perjury as follows:

1. The Consultant does not use *coercion* for *labor* or *services*, as such italicized terms are defined in Section 787.06, Florida Statutes, as may be amended from time to time.
2. If, at any time in the future, the Consultant does use coercion for labor or services, the Consultant will immediately notify the County and no contracts may be executed, renewed, or extended between the parties.
3. By execution of this Agreement, the undersigned represents that undersigned has read the foregoing statements and confirms that the facts stated in it are true and are made for the benefit of, and reliance by the County.

**SECTION 24. NOTICE**

All notices required or permitted under this Agreement (excluding day-to-day and routine communication in the administration of this Agreement in the ordinary course) shall be in writing and shall be deemed given as follows:

1. Upon delivery, if delivered by hand;
2. On the next business day, if sent by a nationally recognized overnight courier (such as Federal Express or UPS);
3. Five (5) business days after deposit in the United States Mail; or
4. Upon transmission, if sent by electronic mail, provided that no notice of delivery failure is received by the sender.

Notices shall be sent to the parties at the addresses set forth below, or to such other address as a party may designate in writing to the other party.

If to Consultant:

England, Thims & Miller, Inc.  
 1411 Edgewater Drive  
 Suite 200  
 Orlando, FL 32804  
 Attention: Matthew S. Maggiore  
 Executive Vice President  
 Email: [MaggioreM@etminc.com](mailto:MaggioreM@etminc.com)

If to County:

Clay County  
 P.O. Box 1366  
 477 Houston Street  
 Green Cove Springs, FL 32043  
 Attention: County Manager  
 Copy to: Project Manager via email at  
[richard.smith@claycountygov.com](mailto:richard.smith@claycountygov.com) and  
[earl.boyd@claycountygov.com](mailto:earl.boyd@claycountygov.com)

**SECTION 25. PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or subcontractor 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. For the breach or violation of this Section, the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the total not to exceed amount, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 26. TRUTH-IN-NEGOTIATION CERTIFICATE**

The Consultant understands and agrees that execution of this Agreement by the Consultant shall be deemed to be simultaneous execution of a Truth-in-Negotiation Certification to the same extent as if such certificate had been executed apart from this Agreement, such certificate being required by Section 287.055, Florida Statutes. In compliance with Section 287.055(5)(a), Florida Statutes, the Consultant hereby states that the wage rates and other factual unit costs supporting the compensation for the Services hereunder are accurate, complete and current at the time of

negotiating and entering into this Agreement. Further, the Consultant agrees that the compensation specified herein and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the compensation was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs, provided that any and all such adjustments shall be made within one (1) year following the completion date of this Agreement.

**SECTION 27. NON-DISCRIMINATION AND AMERICANS WITH DISABILITIES ACT**

(a) The Consultant agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(b) The Consultant represents that it has adopted and shall maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex color, national origin, age or handicap, in all areas of employee relations, throughout the term of this Agreement.

**SECTION 28. SUSPENSION AND DEBARMENT**

By execution of this Agreement, the Consultant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency.

**SECTION 29. PUBLIC ENTITIES CRIMES/CONVICTED VENDOR LIST**

(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

(b) By signing this Agreement, the Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto and may result in debarment from the County's competitive procurement activities.

(c) In addition to the foregoing, the Consultant further represents that there has been no determination, based on an audit, that it or any subcontractor has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of

money involved or whether the Consultant has been placed on the convicted vendor list.

(d) The Consultant will promptly notify the County if it is formally charged with an act defined as a “public entity crime” or has been placed on the convicted vendor list.

**SECTION 30. INDEPENDENT CONTRACTOR**

The parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

**SECTION 31. NO ASSIGNMENT**

The Consultant shall not assign any of its rights or duties under this Agreement to any other party without the prior written consent of the County, which consent may be withheld by the County for any or no reason. Any such assignment attempted by the Consultant without such prior written consent shall be null and void. If the Consultant attempts to assign any such rights or duties without securing such prior written consent, this Agreement may be declared in default and terminated by the County.

**SECTION 32. NO THIRD-PARTY BENEFICIARIES**

Any other provisions of this Agreement to the contrary notwithstanding, no third-party beneficiaries are intended or contemplated under this Agreement, and no third-party shall be deemed to have rights or remedies arising under this Agreement against either party to this Agreement.

**SECTION 33. AMENDMENT OR MODIFICATION OF AGREEMENT**

The Agreement may only be modified or amended upon mutual written agreement of the County and the Consultant. No oral agreements or representation shall be valid or binding upon either party. The Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms to or by incorporating such terms onto the Consultant’s documents forwarded by the Consultant to the County.

**SECTION 34. FURTHER ASSURANCES**

The parties shall cooperate with one another and shall perform such actions and execute and deliver such agreements, documents, and instruments as may be reasonably necessary to effectuate the purposes and intent of this Agreement.

**SECTION 35. REMEDIES**

The parties will attempt to settle any dispute arising from this Agreement through negotiation and a spirit of mutual cooperation. The parties will use reasonable efforts to arrange meetings as

needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in the performance of this Agreement. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement.

**SECTION 36. 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 litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

**SECTION 37. ATTORNEYS' FEES**

In the event either party retains legal counsel to enforce or interpret any provision of this Agreement, or to assert or defend against any claim arising out of this Agreement, the party that prevails on the majority of its claims, or successfully defends against the majority of the opposing party's claims, shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, court costs, and litigation expenses. This includes, but is not limited to, fees and costs incurred from the date the dispute is referred to the prevailing party's attorney through the conclusion of litigation, including any appellate proceedings or bankruptcy-related actions. Nothing contained herein shall be construed as a waiver of the County's sovereign immunity or as an extension of the County's liability beyond the limits established in Section 768.28, Florida Statutes.

**SECTION 38. WAIVER**

No waiver by either party of any term or condition of this Agreement will be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement.

**SECTION 39. SEVERABILITY**

If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.

**SECTION 40. HEADINGS**

The headings contained in this Agreement are for reference purposes only and shall not be deemed to expand, limit or change any or all the provisions hereof.

**SECTION 41. COUNTERPARTS**

The Agreement may be executed in any number of counterparts and by the separate parties in separate counterparts, each of which shall be deemed to constitute an original and all of which shall be deemed to constitute the one and the same agreement.

**SECTION 42. ENTIRE AGREEMENT**

This Agreement, including all exhibits, attachments, and any properly executed amendments, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, understandings, and communications, whether written or oral.

**SECTION 43. ATTACHMENTS**

The Attachments listed in the Agreement are expressly incorporated herein by reference and made a part of this Agreement as if set out fully herein. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the Attachments.

**SECTION 44. AUTHORITY**

The parties to this Agreement agree to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

[Signatures appear on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.

**ENGLAND, THIMS & MILLER, INC.**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By: \_\_\_\_\_

Kristin Burke  
Its Chairman

ATTEST:

\_\_\_\_\_  
Tara S. Green  
Clay County Clerk of Court and Comptroller  
Ex Officio Clerk to the Board

**EXHIBIT 1**  
**RFQ SCOPE OF WORK**



REQUEST FOR QUALIFICATION

25/26-004

PROFESSIONAL SERVICES FOR CIVIL ENGINEERING,  
ENVIRONMENTAL, TRANSPORTATION, TRAFFIC ENGINEERING,  
PLANNING, LANDSCAPE, STRUCTURAL ENGINEERING,  
SURVEYING AND GEOTECHNICAL

Clay County

477 Houston Street

Green Cove Springs, FL 32043

RELEASE DATE: December 18, 2025

LAST DATE FOR INQUIRIES: January 19, 2026, 4:30 pm

BID DUE: January 29, 2026, 4:00 pm

### **3. Scope of Work**

#### **3.1. Purpose**

The Clay County Board of County Commissioners (County) is requesting Statements of Qualifications from interested and qualified Consultant(s) who offer General Engineering Consulting, Planning and Design Services. It is the County's intent to enter into a continuing service agreements with a pool of Consultant(s) to perform professional services on an as needed basis.

Consultant(s) can submitted Qualifications on one (1) or more of the Categories listed below. Each Category will have separate evaluations and award recommendations. Subconsultant(s) shall not be considered in this RFQ.

#### **3.2. Category 1: General Civil Engineering Services**

General Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects, which may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
  - Roads and pavement
  - Drainage and stormwater
  - Sidewalks
  - Lighting
- Conducting site feasibility studies
- Assisting with Computer-Aided Design and Drafting (CADD)
- Providing construction/contract administration
- Providing expert witness services
- Developing studies and master plans
- Providing general engineering consulting (GES)
- Developing Design Criteria Packages
- Preparing for and participating in public meetings

#### **3.3. Category 2: Environmental Services**

Environmental Services may include, but are not limited to, the following examples:

- Preparation of construction contract drawings and specifications that comply with the requirements of the authorities having jurisdiction
- Identification of threatened and/or endangered species, their habitats, and species of special concern using guidelines provided by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service
- Provision of recommendations, reports, and assistance in the relocation of threatened, endangered, and/or species of special concern, including gopher tortoises, using guidelines provided by the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the FWC Gopher Tortoise Management Plan, as applicable
- Preparation of reports and recommendations for wetland mitigation, including wetland delineation
- Conducting, recommending, and preparing reports of environmental field monitoring and soil identification
- Development, collection, maintenance, and analysis of data for the purpose of making management decisions regarding protected species and their habitats
- Assistance in maintaining and administering all federal and state permits required to manage protected species
- Provision of expertise, including expert witness services, to the County in the management of protected species
- Development and/or review of existing or proposed public education programs to ensure they meet environmental education objectives
- Conducting Phase I and Phase II environmental site assessments
- Conducting site remediation and redevelopment
- Conducting hydrology site assessments

### 3.4. [Category 3: Transportation Planning and Traffic Engineering Services](#)

Traffic Engineering Services may include, but are not limited to, the following examples:

- Assist with the preparation of scopes of services for specific studies or other tasks
- Assist with preparing and reviewing planning studies
- Provide maps for use in planning activities, including all of Northeast Florida (Clay County and surrounding counties)
- Assist the County, as requested, in monitoring the regional transportation planning process, requiring familiarity with the North Florida Transportation Planning Organization, the Clay

County Planning Department, the Northeast Regional Planning Council, and the planning processes of surrounding counties

- Code, run, and analyze the adopted transportation model, and calibrate or validate corridor-specific models for highway and transit analysis
- Monitor and evaluate economic conditions at the local, statewide, regional, and national levels as they pertain to potential opportunities for congestion mitigation pricing (CMP) operations
- Develop planning concept reports
- Develop project concept reports
- Develop design traffic reports
- Prepare traffic simulations for highway, transit, and/or ITS projects
- Prepare traffic signal plans and specifications
- Provide staff augmentation on a part-time or as-needed basis
- Develop policy and standards for the County
- Assist with Computer-Aided Design and Drafting (CADD)
- Assist with construction/contract administration
- Provide expert witness services
- Provide studies and master planning
- Develop Design Criteria Packages
- Assist with public meeting preparation and participation
- Consultant(s) shall have a high level of expertise and be well-experienced with highway-use technologies. Provide research and review of industry practices and recommendations to staff regarding operational technologies and the integration of those technologies with current County, regional governmental, and proposed technology systems, primarily applicable to ITS. Provide support for the installation, configuration, and maintenance of various hardware devices in support of the ITS system.
  - Plan, design, and install system integration and communications systems as needed
  - Support ITS network infrastructure, including programming and troubleshooting peripheral devices (e.g., controllers, network switches, dynamic message signs, and radio communication devices), as well as inventory management and firmware upgrades
  - Support may include initial configuration and any subsequent configuration changes necessary to provide a fully operational ITS system

### 3.5. [Category 4: Planning and Study Services](#)

Planning Services may include, but are not limited to, the following examples:

- Provide planning assistance for comprehensive planning efforts, small-area planning, topical planning, and targeted revitalization strategies
- Facilitate public meetings, design charrettes, stakeholder focus groups, steering and advisory committees, public feedback-gathering efforts, and community outreach
- Develop conceptual designs for streetscapes, building massing, corridors, urban parks, plazas, promenades, and open spaces
- Provide wayfinding and signage design
- Support mobility, connectivity, sustainability, and resiliency planning efforts
- Assist in communicating planning concepts to decision-makers and the general public through graphic conceptualizations of land-development scenarios, conceptual design/massing models, renderings, photo simulations, site plans, illustrations, and diagrams
- Assist with the development of policies and implementation strategies, including zoning ordinances and amendments, development standards, pattern books, and design guidelines
- Develop urban design strategies for resilient places, healthy communities, smart technologies, new development typologies, and creative and cultural arts districts
- Utilize innovative experiential urban design, landscape architecture, art, wayfinding, and placemaking tools—such as tactical urbanism—to create aesthetically interesting, legible, and interactive urban spaces
- Conduct market demand studies and create customized market analyses to assist the department in making informed regulatory recommendations
- Evaluate the short- and long-term economic viability of existing and proposed uses to determine redevelopment potential and identify market gaps
- Identify incentives to attract desired uses and develop means of monitoring implementation, including performance measures or similar metrics
- Identify and pursue funding opportunities and assist in the preparation of grant proposals
- Assist with detailed architectural review and design review of development proposals
- Assist with the processing of land-use and zoning applications
- Provide analysis for Mobility Fee credits

### 3.6. [Category 5: Landscape Architectural Services](#)

Landscape Architectural Services may include, but are not limited to, the following examples:

- Provide drawings and specifications for landscaping on projects
- Develop bid specifications
- Develop site master planning, analysis, and design
- Develop urban design plans and concept diagrams
- Develop open space planning, analysis, and design
- Develop design guidelines
- Assist with Building Department plan and permit review
- Provide tree surveys
- Perform field inspections and re-inspections of residential and nonresidential sites for compliance with tree protection and landscape standards
- Provide construction administration
- Provide project cost estimates
- Prepare for and participate in public meetings

### 3.7. [Category 6: Structural Civil Engineering Services](#)

Structural Civil Engineering Services may include, but are not limited to, the following examples:

- Preparation of construction documents for civil projects that may include plans, specifications, drawings, renderings, diagrams, prototypes, manuals, reports, and other design services pertaining to:
  - Structures (other than roads, drainage, sidewalks, and lighting)
  - Bridges
- Conduct site feasibility studies
- Assist with Computer-Aided Design and Drafting (CADD)
- Provide construction/contract administration
- Provide expert witness services
- Develop studies and master plans
- Provide general engineering consulting (GES)

- Develop Design Criteria Packages
- Prepare for and participate in public meetings

### 3.8. [Category 7: Surveying Services](#)

Surveying Services may include, but are not limited to, the following examples:

- Boundary surveys
- Topographic surveys
- As-built surveys
- Construction layout surveys
- Quantity surveys
- Roadway maintenance maps
- Photogrammetric surveys

### 3.9. [Category 8: Geotechnical Services](#)

Geotechnical Services may include, but are not limited to, the following examples:

- Geotechnical explorations
- Soil testing
- Evaluation, reports and recommendations

### 3.10. [Requirements for all Categories when applicable](#)

Individual project work orders may include, but are not limited to the tasks and deliverables listed below. Consultant(s) shall negotiate tasks and/or deliverables for each project's work order with the County Project Manager or designee.

#### A. **Design Support Services**

1. Provide engineering review of design plans prepared by others for the County. Consultant(s) will mark a review set of plans and provide written comments, which cover all significant items found in the review. A record will be kept, in a format approved by the County, to ensure a closeout to every comment. Review comments of other agencies may be provided to the Consultant(s) for record keeping and tracking.
2. Ensure that all construction plans are prepared in accordance with the latest standards adopted by AASHTO, FDOT, the County, state and local building codes and, where applicable, utility providers that shall include, but not limited to, Clay County Utility Authority and JEA, and are accurate, legible, complete in design, constructible, drawn to the appropriate scale, and furnished in reproducible form acceptable to the County.

3. Review and comment on construction plans regarding conformance with design standards, constructability and biddability and review and comment on cost estimates prepared by others at each submittal stage.

#### **B. Plan Submittal Requirements**

1. Plan submittals for individual projects shall include, but not limited to:
  - a. Consultant(s) shall furnish plans and documents as required so the County may adequately review, coordinate, and approve the documents
  - b. Consultant(s) shall prepare all plans and permit applications for all required permits, as well as respond to the permitting agency's requests for additional information
  - c. Consultant(s) shall assist the County in all negotiations and communications required during the processing of these permits.
2. Consultant(s) shall distribute phase submittals as shown:
  - a. **Phase I - 30% & 60% Submittal**
    - i. Submit three (3) copies of 11"x17" plans and specifications (all required components);
    - ii. Submit three (3) copies of draft of all permits, which will need to be acquired to construct the project along with any application fee;
    - iii. All design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;
    - iv. All quality control plans (QC) and documents for each component shall be electronic in .pdf format;
    - v. Provide initial cost estimate based on 30% plans and updated cost estimate based on 60% plans;
    - vi. Provide construction schedule.
  - b. **Phase II - 90% Submittal**
    - i. Submit three (3) copies of 11"x17" plans (all required components);
    - ii. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;
    - iii. All QC plans and documents for each component shall be electronic in .pdf format;
    - iv. Provide updated cost estimate based on 90% plans.
  - c. **Phase III (Final) - 100% Submittal**

- i. Submit three (3) signed and sealed 11"x17" plans (all required components);
- ii. Submit two (2) signed and sealed cost estimates;
- iii. Submit signed and sealed technical special provisions (if applicable);
- iv. Submit two (2) copies of all design documents, specifications & CADD drawing files shall also be submitted in digital format on a flash drive;
- v. Provide an engineer's estimate along with an approximate timeline for construction completion;
- vi. All QC plans and documents for each component shall be electronic in .pdf format;
- vii. Provide updated cost estimate based on 100% plans;
- viii. Complete permitting, if applicable.

**C. Utility Coordination**

1. Consultant(s) shall provide a Utility Agency Owner (UAO) Identification / Sunshine 811 "Design" Ticket prior to the first plans submitted. Consultant(s) shall develop utility conflict information to be provided to the County Project Manager or designee. Consultant(s) shall review the Utility Work Schedules provided by the UAO versus the project design and the estimated construction time.
2. Consultant(s) shall be responsible for identifying utility conflicts and new service needs, coordination and attending a utility pre-design meeting at the County's office. The purpose of this meeting will be to determine the effects the project has on existing and proposed facilities. This allows the utility representative to provide input into the development of the project plans.

**D. Post Design Services**

1. Post Design Services may include, but not limited to, meetings, site visits, construction assistance, plans revisions, shop drawing review, survey services, as-built drawings and construction invoice reviews. Post Design Services are not intended for instances of Consultant errors and/or omissions.

**E. Internal Review Committee (IRC)**

1. The Internal Review Committee (IRC) and the Development Review Committee (DRC) will be utilized for reviewing all plans, specifications, services, etc. to ensure compliance that all applicable codes and regulations are adhered to.

**F. Project Bidding and Negotiating**

1. The Consultant(s) will coordinate with the County's Purchasing Department the preparation of a bid package and specifications for the bidding of projects. Said bidding shall be in

accordance with the County's normal bidding procedures. The Consultant(s) shall assist with answering questions and clarifications during the bidding phase of the project and shall anticipate processing one or more addendums to the bid. The Consultant(s) shall be available to attend any scheduled pre-bid meetings. Upon bid submittal, the Consultant(s) shall assist with bid tabulations and prepare a recommendation of the lowest qualified bidder. The entire bidding process shall be coordinated between the Consultant(s) and Clay County Purchasing Department.

#### **G. Value Engineering**

1. The County will determine which projects will require Value Engineering (VE) review. When authorized, the Consultant(s) shall:
  - a. Insure report compliance with FDOT VE Procedure No. 625-030-002-i or FTA requirements;
  - b. Assign a Certified Value Specialist (CVS), qualified in value engineering of highway and bridge projects, to serve as the Value Engineering Team Leader;
  - c. Establish Value Engineering teams and conduct VE project reviews;
  - d. Include approved VE scope language in appropriate PD&E and Design scopes for consultant contractors;
  - e. Prepare and submit reports on resolution of VE team recommendations. 11.2 VE review format options (County choice):
    - i. CVS/GEC managed VE study;
    - ii. District II VE Coordinator managed study.

#### **H. Permitting**

1. Consultant(s) are required to coordinate review and permitting requirements with any state, city and / or municipalities depending location of the projects.

### **3.11. Work Orders**

All services performed under the awarded Contract(s) shall be authorized by Work Orders, which shall be executed by authorized representatives of the Consultant(s) and the County Manager. Work Orders shall be issued by the County's Purchasing Department. Consultant(s) may be requested to perform work from any County Department.

When services are requested, Consultant(s) shall provide at a minimum:

- Statement of Work/Proposal;
- Timeline schedule with phases, if applicable;

- Consultant's team with hourly rates/fee schedule;
- Total maximum project cost broken down per phase, if applicable.

At the desecration of the County, the fee for some tasks may be requested as a total lump sum fee, not based on hourly rates. This fee shall be negotiated and mutually agreed by the parties. The County will have the right to reject the proposed fee if it is in the best interest of the County to have the task(s) completed by another consultant.

All Work Orders shall comply with the allowable thresholds provided in Section 287.055, Florida Statutes.

No task shall be performed by Consultant(s) until an executed work order has been received.

### 3.12. Award of Projects

Award of projects shall comply with Section 287.055, Florida Statutes.

The County may issue work orders to multiple Consultants to provide specific services for a proposed project. All Consultants must collaborate to ensure that all timelines and project deliverables are met. One Consultant may be designated as the lead for the proposed project.

The County does not guarantee that any work will be awarded under this RFQ. The County reserves the right to request services from any of the selected Consultants based on their capabilities and resources; their record of providing qualified, experienced personnel; the expertise of the proposed personnel; their history of delivering services in a timely manner; and the past performance of the Consultants and their personnel on County projects.

### 3.13. Term

The awarded Contract(s) shall remain in effect for a period of twenty-four (24) months, with the County reserving the right and option to extend the Contract(s) for an additional two (2) periods of twelve (12) months each, if such is agreeable with the successful Consultant(s).

### 3.14. Hourly Rates

For each awarded Contract, hourly rates shall be established. These rates shall remain firm throughout the duration of the initial twenty-four (24) months of the awarded Contract.

Awarded Consultant(s) shall have the opportunity to request increases to the approved hourly rates at renewal, on the anniversary date of the awarded Contract. The consideration for any increase for hourly rates shall be based upon the current Consumer Price Index (CPI), but shall at no point exceed four percent (4%) in any given year. The County is under no obligation to grant any requested increase to hourly rates. Any request for an increase to the hourly rates must be submitted, in writing, to the County's Purchasing Department, no less than sixty (60) calendar days prior to the anniversary of the Effective Date of the awarded Contract.

If an awarded firm fails to request and/or receive approval on a requested increase to the approved hourly rates in any given year, the awarded firm is not permitted to combine and/or compound the requested increase in the following year to “make up” for the previous year.

### 3.15. Payment

The Consultant may request payment no more than once monthly, based on the amount of work completed. Payment will be made once work has been completed and accepted by the County. All partial estimates and payments found to be in error shall be subject to correction in the estimates and payments subsequent thereto, and in the final estimate and payment. Payments will be made in accordance with the Florida Local Government Prompt Payment Act.

### 3.16. Additional Services

If the County and/or Consultant(s) identifies any additional services to be provided by the Consultant(s) that are not covered under the Agreement but are beneficial to the County, such additional services shall be mutually negotiated between the County and the Consultant(s).

### 3.17. Performance Evaluation

A work performance evaluation will be conducted periodically to ensure compliance with the Contract.

Financial consequences may be assessed should the Consultant(s) fail to perform as specified in the Work Order or fail to meet the deliverables schedule. These consequences would impose a monetary damage assessment on the Consultant(s) for failure to perform under the agreement. If applicable, any financial consequences will be specified in the Work Order.

### 3.18. Cancellation of Contract

If the awarded Consultant fails to perform adequately in accordance with the terms, conditions and specifications established in this RFQ, the County reserves the right to cancel the contract upon thirty (30) days written notice to the Consultant.

### 3.19. Selection Criteria / Evaluation Committee

The Professional Services Evaluation Committee shall determine qualifications, interest and availability by reviewing all Bids received that express an interest in performing these services, and when deemed necessary, by conducting formal interviews of selected Bidders that are determined to be best qualified based upon the evaluation of the Bids.

Bidders are advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide adequate information on any criterion will result in lower scores and could result in rejection of the Bid as non-responsive. The response to each of the criteria will be evaluated relative to the other responses received and the RFB shall be awarded to the most qualified Bidder that meets all requirements of the RFB. Bidders are encouraged to arrange their Bids in a format that will offer ready review and evaluation

Request For Qualification #25/26-004

Title: Professional Services for Civil Engineering, Environmental, Transportation, Traffic Engineering, Planning, Landscape, Structural Engineering, Surveying and Geotechnical

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of each criterion. The Board of County Commissioners reserves the right to request oral presentations from one or more selected Bidders.

**EXHIBIT 2**  
**EXAMPLE FORM**  
**WORK ORDERS**



WORK ORDER ASSIGNMENT No. \_\_\_\_\_

CLAY COUNTY CONTRACT/AGREEMENT NO. \_\_\_\_\_

(Construction Design)

To: Consultant  
Address  
City, State, Zip

From: Clay County Department  
P.O. Box 1366  
Green Cove Springs, FL 32043

PROJECT NO & NAME: \_\_\_\_\_

Description

This Work Order is issued for the purpose of securing complete design services for the \_\_\_\_\_

Services to be completed in accordance with the due dates below which are based on the execution date of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Task	Task Description	Amount	Duration	Due Date
1				
2				
3				
4				
5				
6				

Purchase Order will be issued based on the above fees. Tasks due dates include County review periods. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Tasks will not be paid in full until all work is completed and accepted by the County.

7	Construction Administration		TBD	TBD
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Unless there is a change in the fee, the above can be added to the purchase order without amending this Work Order.

**NOT-TO-EXCEED or LUMP SUM AMOUNT:** \$ \_\_\_\_\_ for Tasks 1-6

\$ \_\_\_\_\_ for Task 7

**NOT-TO-EXCEED or TOTAL LUMP SUM AMOUNT:** \$ \_\_\_\_\_

Consultant

CLAY COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Howard Wanamaker, County Manager

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

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

ATTACHMENTS (which are incorporated into and made a part of this Work Order):

Attachment A: Scope of Services/Proposal

Attachment B: Fee Summary

Attachment C: Schedule of Hourly Rates



**WORK ORDER ASSIGNMENT No.** \_\_\_\_\_  
**CLAY COUNTY CONTRACT/AGREEMENT NO.** \_\_\_\_\_  
**(Non-Construction Scope)**

To: Consultant  
Address  
City, State, Zip

From: Clay County Department  
P.O. Box 1366  
Green Cove Springs, FL 32043

**PROJECT NO & NAME:** \_\_\_\_\_

Description

This Work Order is issued for the purpose of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Services to be completed by \_\_\_\_\_ (date) or within \_\_\_\_\_ days/weeks/months from the execution of this Work Order. This Work Order together with the Agreement set out the terms pursuant to which the Consultant shall provide and be paid for the Services.

Total Lump Sum -or- Not-to Exceed Amount: \$ \_\_\_\_\_

Purchase Order will be issued based on the above fees. Pursuant to the Agreement, invoices may be submitted monthly based on the amount of Services completed or as otherwise set forth in the Agreement. Services will not be paid in full until all work is completed and accepted by the County.

Consultant

CLAY COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_  
Howard Wanamaker, County Manager

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

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

ATTACHMENTS (which are incorporated into and made a part of this Work Order):

Attachment A: Scope of Services/Proposal

Attachment B: Fee Summary

Attachment C: Schedule of Hourly Rates

# **EXHIBIT 3**

## **CATEGORY 1 HOURLY RATES**

England-Thims & Miller, Inc.  
 Clay County RFQ No. 25/26-004  
 Category 1: General Civil Engineering Services

<b>Staff Classification</b>	<b>Unloaded Rate</b>	<b>Home Office Overhead 224.3800%</b>	<b>Facilities Capital Cost of Money 1.1830%</b>	<b>Home office Direct Expense 3.5200%</b>	<b>Operating Margin 10.0000%</b>	<b>Total Loaded Rate</b>
Senior Project Manager	\$78.25	\$175.58	\$0.93	\$2.75	\$7.83	<b>\$265.33</b>
Principal Engineer	\$105.77	\$237.33	\$1.25	\$3.72	\$10.58	<b>\$358.65</b>
Project Manager	\$68.33	\$153.32	\$0.81	\$2.41	\$6.83	<b>\$231.70</b>
Senior Engineer	\$65.05	\$145.96	\$0.77	\$2.29	\$6.51	<b>\$220.57</b>
Engineer	\$57.82	\$129.74	\$0.68	\$2.04	\$5.78	<b>\$196.06</b>
Cadd Technician	\$33.38	\$74.90	\$0.39	\$1.17	\$3.34	<b>\$113.19</b>
Admin. Assistant	\$34.98	\$78.49	\$0.41	\$1.23	\$3.50	<b>\$118.61</b>
Construction Admin.	\$62.40	\$140.01	\$0.74	\$2.20	\$6.24	<b>\$211.59</b>
Engineer Intern	\$37.63	\$84.43	\$0.45	\$1.32	\$3.76	<b>\$127.60</b>
Senior Designer	\$50.00	\$112.19	\$0.59	\$1.76	\$5.00	<b>\$169.54</b>
Senior Traffic Engineer	\$61.66	\$138.35	\$0.73	\$2.17	\$6.17	<b>\$209.08</b>
Planner III	\$67.02	\$150.38	\$0.79	\$2.36	\$6.70	<b>\$227.25</b>

# **EXHIBIT 4**

## **CATEGORY 3 HOURLY RATES**

England-Thims & Miller, Inc.

Clay County RFQ No. 25/26-004

Category 3: Transportation Planning and Traffic Engineering Services

<b>Staff Classification</b>	<b>Unloaded Rate</b>	<b>Home Office Overhead 224.3800%</b>	<b>Facilities Capital Cost of Money 1.1830%</b>	<b>Home office Direct Expense 3.5200%</b>	<b>Operating Margin 10.0000%</b>	<b>Total Loaded Rate</b>
Principal Planner	\$55.29	\$124.06	\$0.65	\$1.95	\$5.53	<b>\$187.48</b>
Senior Planner	\$72.12	\$161.82	\$0.85	\$2.54	\$7.21	<b>\$244.55</b>
Planner I	\$39.66	\$88.99	\$0.47	\$1.40	\$3.97	<b>\$134.48</b>
Planner II	\$55.29	\$124.06	\$0.65	\$1.95	\$5.53	<b>\$187.48</b>
Planner III	\$67.02	\$150.38	\$0.79	\$2.36	\$6.70	<b>\$227.25</b>
Admin. Asst.	\$34.99	\$78.51	\$0.41	\$1.23	\$3.50	<b>\$118.65</b>
Cadd Tech	\$33.38	\$74.90	\$0.39	\$1.17	\$3.34	<b>\$113.19</b>
Project Manager	\$79.62	\$178.65	\$0.94	\$2.80	\$7.96	<b>\$269.98</b>
Principal Engineer	\$105.77	\$237.33	\$1.25	\$3.72	\$10.58	<b>\$358.65</b>
Senior Traffic Engineer	\$70.00	\$157.07	\$0.83	\$2.46	\$7.00	<b>\$237.36</b>
Engineer	\$57.82	\$129.74	\$0.68	\$2.04	\$5.78	<b>\$196.06</b>
Engineer Intern	\$36.52	\$81.94	\$0.43	\$1.29	\$3.65	<b>\$123.83</b>
Sr. Traffic Signal Specialist	\$59.71	\$133.98	\$0.71	\$2.10	\$5.97	<b>\$202.47</b>
Traffic Signal Specialist	\$41.59	\$93.32	\$0.49	\$1.46	\$4.16	<b>\$141.02</b>
Senior Designer	\$50.00	\$112.19	\$0.59	\$1.76	\$5.00	<b>\$169.54</b>
Construction Admin.	\$62.40	\$140.01	\$0.74	\$2.20	\$6.24	<b>\$211.59</b>

# **EXHIBIT 5**

## **CATEGORY 5 HOURLY RATES**

**England-Thims & Miller, Inc.**

Clay County RFQ No. 25/26-004

Category 5: Landscape Architectural Services

Staff Classification	Unloaded Rate	Home Office Overhead	Facilities Capital Cost of Money	Home Office Direct Expense	Operating Margin	Total Loaded Rate
		224.3800%	1.1830%	3.5200%	10.0000%	
Principal-in-Charge	\$86.54	\$194.18	\$1.02	\$3.05	\$8.65	\$293.4
Senior Project Manager	\$67.31	\$151.03	\$0.80	\$2.37	\$6.73	\$228.2
Project Manager	\$66.83	\$149.95	\$0.79	\$2.35	\$6.68	\$226.6
Senior Landscape Architect	\$66.59	\$149.41	\$0.79	\$2.34	\$6.66	\$225.7
Landscape Architect	\$48.80	\$109.49	\$0.58	\$1.72	\$4.88	\$165.4
Landscape Designer III	\$48.80	\$109.49	\$0.58	\$1.72	\$4.88	\$165.4
Landscape Designer II	\$42.07	\$94.39	\$0.50	\$1.48	\$4.21	\$142.6
Landscape Designer I	\$34.25	\$76.86	\$0.41	\$1.21	\$3.43	\$116.1
Technician	\$32.69	\$73.36	\$0.39	\$1.15	\$3.27	\$110.8
Administrative Assistant	\$31.25	\$70.12	\$0.37	\$1.10	\$3.13	\$105.9