

RESOLUTION NO. 2021 - 321

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ASSIGN THE CONTRACT WITH CURRY CONTROLS COMPANY, UNDER RFQ 17-79; SCADA SYSTEM SERVICES TO REVERE CONTROL SYSTEMS, INC.**

**RECITALS**

**WHEREAS**, the County desires to assign the existing contract with Curry Controls Company, under RFQ 17-79; SCADA System Services to Revere Control Systems, Inc., due to the acquisition by Revere Control Systems in May 2021; and

**WHEREAS**, the assignment shall be governed by the terms and conditions of the contract awarded to Curry Controls Company, under RFQ No. 17-79; and

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

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

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

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

Section 2. The County Administrator, or designee, is hereby authorized to assign the contract with Curry Controls Company, under RFQ No. 17-79 to Revere Control Systems, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute an assignment agreement in substantially the same form and format as attached hereto to Revere Control Systems, Inc., on behalf of the County for the SCADA Systems Services as specifically provided in the Contract Documents associated with RFQ No. 17-79.

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

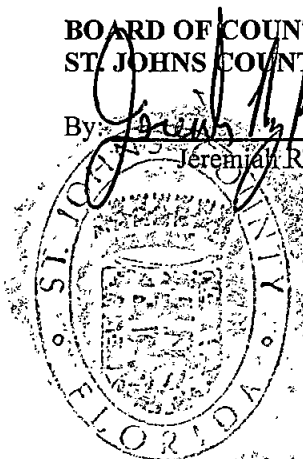
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, on this 3<sup>rd</sup> day of August, 2021.

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

By: [Signature]  
Jeremiah R. Blocker, Chair

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

[Signature]  
Deputy Clerk



**RENDITION DATE** AUG 03 2021

CONSENT TO ASSIGNMENT  
SCADA System Services  
Master Contract 18-MCC-CUR-08942

This Consent to Assignment Agreement (Agreement) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between St. Johns County (County), a political subdivision of the State of Florida, and **Revere Control Systems, Inc.**, a company authorized to do business in the State of Florida, (Assignee). Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Master Contract 18-MCC-CUR-08942, dated as of January 23, 2018.

WHEREAS, Contractor and Assignee wish to transfer and assign to the Assignee all of the Contractor's rights and interests in and to, and obligations under Master Contract 18-MCC-CUR-08942, and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations; and

WHEREAS, pursuant to Article 16 of Master Contract 18-MCC-CUR-08942, the Contractor may not assign any of its rights, interests or obligations under the such agreement, directly or indirectly (by operation of law or otherwise), without the prior written approval of the County; and

WHEREAS, on May 3, 2021, Contractor provided its written request to the assignment of all of its rights, interests and obligations in Master Contract 18-MCC-CUR-08942 to the Assignee (*see* Exhibit A, attached hereto and incorporated herein); and

WHEREAS, pursuant to Article 16 of Master Contract 18-MCC-CUR-08942, the County approves assignment of the Contractor's rights, interests and obligations under such agreement, subject to the following terms and conditions.

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

1. Assignment and Assumption. The County hereby approves assignment of Master Contract 18-MCC-CUR-08942 to Assignee, who shall acquire all of the Contractor's rights, interests, obligations and duties as set forth in such agreement. By execution of this Agreement, Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Contractor as provided in Master Contract 18-MCC-CUR-08942.
2. Incorporation of Terms and Conditions. Master Contract 18-MCC-CUR-08942 is hereby incorporated into and made part of this Agreement. With the exception to the assignment of rights, interests, obligations and duties as set forth herein, all terms, conditions and provision contained in Master Contract 18-MCC-CUR-08942 shall remain in full force and effect.
3. Effectiveness. This Assignment Agreement shall be effective as of the date first set forth above.
4. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any administrative or legal action arising under this Agreement shall be in St. Johns County, Florida.
5. Counterparts. This Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

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

**COUNTY:**

**ASSIGNEE:**

St. Johns County, FL  
County Name

Revere Control Systems, Inc.  
Company Name

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

\_\_\_\_\_  
Signature by Assignee Representative

Leigh A. Daniels, CPPB  
Printed Name – County Representative

\_\_\_\_\_  
Printed Name Assignee Representative

Purchasing Manager  
Printed Title – County Representative

\_\_\_\_\_  
Printed Title – Assignee Representative

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**LEGALLY SUFFICIENT:**

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

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

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

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

\_\_\_\_\_  
Date



May 3, 2021

Dave Pyle  
St Johns County, FL  
500 San Sebastian View  
St. Augustine, FL 32084

Reference: Statement of Acquisition of Curry Controls Company  
Request to Transfer Master Contract No. 18-MCC-CUR-08942 & Renewal Notice  
SCADA System Services

Dear Mr. Pyle:

Revere Control Systems, Inc. acquired Curry Controls Company on May 3, 2021. Please consider this as a formal request for written consent to transfer the contract agreement or purchase order for the referenced project to Revere Control Systems, Inc. The contracted scope of work will continue as scheduled with the same personnel who are now employees of Revere Control Systems, Inc.

Please provide written consent to transfer the contract agreement to Revere Control Systems, Inc. to the following via e-mail.

Attn: Missy Stewart  
Revere Control Systems, Inc.  
2240 Rocky Ridge Road  
Birmingham, AL 35216  
E-Mail: [mstewart@reverecontrol.com](mailto:mstewart@reverecontrol.com)

Please issue payment for outstanding Curry Controls Company invoices and pay applications to Revere Control Systems, Inc. at the address below. If you prefer processing via ACH payment, please contact our Accounting Department via [accounting@reverecontrol.com](mailto:accounting@reverecontrol.com) to request ACH payment instructions.

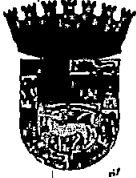
Attn: Accounts Receivable  
Revere Control Systems, Inc.  
2240 Rocky Ridge Road  
Birmingham, AL 35216

We look forward to continuing the working relationship through the completion of this project.

Respectfully Submitted,

Nari Johnson, PMP  
Vice President of Municipal System  
Revere Control Systems, Inc.

Danny Curry  
President  
Curry Controls Company



**CONTRACT AGREEMENT**  
**RFQ NO: 17-79-02; SCADA System Services**  
**Master Contract #: 18-MCC-CUR-08942**

This Contract Agreement (Agreement) is made as of this 23<sup>rd</sup> day of January, 2018, ("Effective Date"), by and between St. Johns County, FL ("County"), a political subdivision of the state of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and Curry Controls Company ("Consultant"), authorized to do business in the state of Florida, with mailing address: P.O. Box 5408, Lakeland, FL 33807; Phone: (863) 646-5781; Fax: (863) 646-3899; Email: dannyc@currycontrols.com.

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

**ARTICLE 1 – DURATION AND RENEWAL**

This Agreement shall become effective upon signature by both parties, of the Effective Date, as provided above, and shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to one (1) three-year renewal period. While this Agreement may be renewed and/or extended as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

**ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS**

The term "Contract Documents" shall include all RFQ Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, task orders, addenda, and/or exhibits hereto; and any and all Change Orders.

**ARTICLE 3 - SERVICES**

The Consultant's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to perform services as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFQ No: 17-79 and as otherwise provided in the Contract Documents..

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

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

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

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

**ARTICLE 4 – TASK ORDERS**

The Consultant shall not perform any services under this Agreement until a task order for such services has been executed by the Consultant's authorized representative and the County Administrator, or his authorized designee, in accordance

with County Purchasing Policy. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed; and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

#### **ARTICLE 5 – COMPENSATION/BILLING/INVOICES**

- A. Compensation for services under this Agreement is contingent upon the execution of a task order as provided in Article 4 prior to the provision of the services by the Consultant.
- B. Compensation for each Task Order shall be based on the method of payment as stated in each Task Order. The Consultant shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate based on the hourly rates provided in Exhibit B. No modification, amendment, or alteration to Exhibit B shall be effective unless provided through an amendment to this Agreement as provided below in Article 29.
- C. It is strictly understood that Consultant is not entitled to the amount of compensation set forth in any given task order. Rather, the Consultant's compensation is based upon the Consultant's adhering to the Scope of Work, detailed in this Agreement and in any given task order. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- D. The Consultant shall bill the County for services satisfactorily performed as provided in each task order. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:

- 1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
- 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
- 3. The reimbursable expenses, if any, have been reasonably incurred; and
- 4. The amount requested is currently due and owing.

Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.).

- E. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the services accomplished in connection with the Scope of Work. The County may return an invoice from the Consultant, and request additional documentation or information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- F. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- G. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utility Department  
1205 State Road 16  
St. Augustine, FL 32084

- H. FINAL INVOICE: In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

#### **ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE**

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

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

#### **ARTICLE 7 – ARREARS**

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

#### **ARTICLE 8 – TERMINATION**

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

#### **ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE**

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
  - 1. Stop work on the date to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
  - 4. Continue and complete all parts of the work that have not been terminated.

#### **ARTICLE 10 – PERSONNEL**

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

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

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

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

#### **ARTICLE 11 – SUBCONTRACTING**

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

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

#### **ARTICLE 12 – FEDERAL AND STATE TAX**

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

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

#### **ARTICLE 13 – AVAILABILITY OF FUNDS**

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

#### **ARTICLE 14 - INSURANCE**

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

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

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any

operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

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

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

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

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

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

#### **ARTICLE 15 - INDEMNIFICATION**

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

#### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 17 - NO THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 18 - REMEDIES**

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

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

#### **ARTICLE 19 - CONFLICT OF INTEREST**

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

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

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

#### **ARTICLE 20 – EXCUSABLE DELAYS**

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

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

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

#### **ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP**

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 23 – CONTINGENT FEES**

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

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

#### **ARTICLE 24 – ACCESS AND AUDITS**

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

#### **ARTICLE 25 – NONDISCRIMINATION**

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

#### **ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT**

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

#### **ARTICLE 27 – ENFORCEMENT COSTS**

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

#### **ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS**

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

#### **ARTICLE 29 – AUTHORITY TO PRACTICE**

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

#### **ARTICLE 30 – SEVERABILITY**

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

#### **ARTICLE 31 - AMENDMENTS AND MODIFICATIONS**

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

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

#### **ARTICLE 32 – FLORIDA LAW & VENUE**

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

#### **ARTICLE 33 – ARBITRATION**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

#### **ARTICLE 34 - NOTICES**

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

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

and if sent to the Consultant shall be mailed to:

Curry Controls Company  
Attn: Mr. Daniel L. Curry – Vice President  
P.O. Box 5408  
Lakeland, FL 33807

#### **ARTICLE 35 - HEADINGS**

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

#### **ARTICLE 36 –PUBLIC RECORDS**

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested

records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

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

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

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

#### **ARTICLE 37 – USE OF COUNTY LOGO**

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

#### **ARTICLE 38 – SURVIVAL**

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

#### **ARTICLE 39 – AUTHORITY TO EXECUTE**

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

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

**ST. JOHNS COUNTY, FL:**

Jaime T. Locklear, MPA, CPPB, FCCM  
Printed Name of County Representative

Assistant Purchasing Manager  
Title of County Representative

*Jaime T. Locklear*  
Signature County Representative

1/23/18  
Date of Execution

**CONSULTANT:**

Curry Controls Company  
Company Name

*Daniel L. Curry*  
Signature of Consultant Representative

Daniel L. Curry VP/Secretary  
Printed Name & Title

1/12/18  
Date of Execution

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

*Bonnie A. Sulman*  
Deputy Clerk

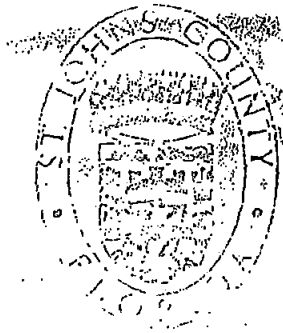
1/23/18  
Date

ST JOHNS COUNTY  
JAN 22 '18  
PURCHASING

**LEGALLY SUFFICIENT:**

*[Signature]*  
Deputy County Attorney

1/24/18  
Date of Execution



**RFQ NO: 17-79 SCADA SYSTEM SERVICES**  
**EXHIBIT "A"**

Request for Proposals & Issued Addenda  
(separate attachment)

**RFQ NO: 17-79 SCADA SYSTEM SERVICES**

**EXHIBIT "B"**

**Consultant's Rate Sheet**

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





St. Johns County Board of County Commissioners

Purchasing Division

January 24, 2018

Mr. Daniel L. Curry - President  
Curry Controls Company  
P.O. Box 5408  
Lakeland, FL 33807

**RE: REQ No: 17-79-02; SCADA System Services**  
**Master Contract No: 18-MCC-CUR-08942**

Dear Mr. Curry:

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

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

If you have any questions regarding this contract, or the required services, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,  
**St. Johns County, FL**  
**Purchasing Department**

A handwritten signature in cursive script, appearing to read "Diana M. Fye".

Diana M. Fye, CPPB  
Procurement Coordinator  
(904) 209-0162 – Direct  
(904) 209-0163 – Fax  
[dfye@sjcfl.us](mailto:dfye@sjcfl.us)

CC: SJC Minutes & Records  
SJC Purchasing Misc. 17-79 Master Contract File

**Diana Fye**

---

**From:** Diana Fye  
**Sent:** Thursday, January 25, 2018 10:23 AM  
**To:** 'Danny Curry'  
**Subject:** Executed Master Contract for RFQ 17-79-02 SCADA System Services  
**Attachments:** 17-79-02 Master Contract\_SCADA System Services - Executed - Curry Controls.pdf

Good Afternoon, Mr. Curry.

Please see attached executed Master Contract for RFQ No. 17-79-02; SCADA System Services (Master Contract No. 18-MCC-CUR-08942). The original is being sent to you via mail.

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*500 San Sebastian View, Suite 036*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
*[dfye@sjcfl.us](mailto:dfye@sjcfl.us) | [www.sjcfl.us](http://www.sjcfl.us)*

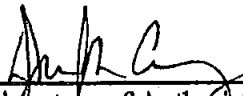
PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.

RFQ No: 17-79-02; Scada System Services  
Master Contract No: 18-MCC-CUR-08942

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached NOTICE OF AWARD is hereby acknowledged by:

Curry Controls Company this 12<sup>th</sup> day of January, 2018.

By:    
Signature of Authorized Representative

Name: Daniel H. Curry  
(Please Type or Print)

Title: VP/Secretary  
(Please Type or Print)

ST JOHN'S COUNTY  
JAN 22 '18  
PURCHASING



CURRCON-01

JWAGNER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Florida Insurance Center, Inc. 414 N Alexander St Plant City, FL 33683	CONTACT NAME: Judy Wagner, AAI, AU, AIS, CPIW	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED  Curry Controls Company 4245 S. Plpkin Road Lakeland, FL 33811	E-MAIL ADDRESS: jwagner@floridainsurancecenter.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Trust Insurance Co	NAIC # 20141
	INSURER B: FCCI Insurance Co	10178
	INSURER C: QBE Insurance	
	INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	GL000816210	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Adv one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED Phys Damage <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	CA10000660901	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB000180214	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X 001WC17A87812	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented Equip/Install			CM000140814	10/01/2017	10/01/2018	\$50,000/750,000
C	Prof Liability			QPL0747395	08/17/2017	08/17/2018	Each Occurrence: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
St Johns County, a Political Subdivision of the State of Florida is listed as an additional insured with regards to the general and auto liability coverage. A waiver of subrogation applies to all policies listed above including Work Comp. Coverage is primary and non-contributory. Coverage applies for completed and ongoing operations. 30 day cancellation applies except 10 days for nonpayment.

ST JOHNS COUNTY

JAN 22 '18

CERTIFICATE HOLDER  St Johns County, a Political Subdivision of the State of Florida 500 San Sebastian View Saint Augustine, FL 32084	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	PURCHASING  AUTHORIZED REPRESENTATIVE <i>Judy Wagner</i>



**CURRY CONTROLS COMPANY**

4245 South Pipkin Road  
LAKELAND, FLORIDA 33811

www.CurryControls.com

Phone: (863) 646-5781

Fax: (863) 646-3899

**LETTER OF TRANSMITTAL**

<b>TRANSMITTAL NO.: 001</b>	
<b>DATE: 1-15-18</b>	
<b>RE: RFQ No. 17-79-02 Scada System Services</b>	
<b>Master Contract no: 18-MCC-CUR-08942</b>	

**TO SJC Purchasing Department**  
**500 San Sebastian View**  
**St. Augustine, FL 32084**

---

**Attn: Ms. Diana M. Fye, AS, CPPB**

- We Are Sending You  Attached  Under Separate Cover \_\_\_\_\_ the following Items:
- Shop Drawings     Prints     Plan     Samples     Specifications
- Copy of Letter     Change Order     O&M's     Submittals     Other

COPIES	DATE	NO.	DESCRIPTION
1	1-12-18	1	Notice of Award
3	1-12-18	2	Master Contract # 18-MCC-CUR-08942
3	1-12-18	3	Certificate of Insurance

THESE ARE TRANSMITTED as checked below:

ST JOHNS COUNTY

- For Approval     Approved as Submitted     Resubmit \_\_\_\_\_ Copies for Approval    **JAN 22 '18**
- For Your Use     Approved as Noted     Submit \_\_\_\_\_ Copies for Distribution    **PURCHASING**
- As Requested     Returned for Corrections     Return \_\_\_\_\_ Corrected Prints
- FOR BIDS DUE \_\_\_\_\_ 20 \_\_\_\_\_     PRINTS RETURNED AFTER LOAN TO US

**REMARKS: PLEASE RETURN ONE FULLY EXECUTED MASTER CONTRACT AGREEMENT FOR OUR FILES.**

**COPY TO: 1 - Curry Job File, 1 - Project Manager**

**Diana Fye**

---

**From:** Diana Fye  
**Sent:** Thursday, January 11, 2018 11:33 AM  
**To:** 'Danny Curry'  
**Subject:** Notice of Award and Master Contract for RFQ 17-79 SCADA System Services  
**Attachments:** 17-79-02 Notice of Award - Curry Controls Company.pdf; 17-79-02 Master Contract\_SCADA System Services - Curry Controls Company.pdf

Good Morning, Mr. Curry.

Attached are the Notice of Award and the Contract Agreement for RFQ 17-79; SCADA System Services. The Notice of Award contains instructions on how to proceed.

If you have any questions, please feel free to call.

Also, would you please confirm that you've received this e-mail?

Thank you,

*Regards,*

***Diana M. Fye, AS, CPPB***  
*Procurement Coordinator*  
*St. Johns County BOCC*  
*500 San Sebastian View, Suite 036*  
*St. Augustine, FL 32084*  
*Phone: 904-209-0162 | Fax: 904-209-0163*  
*[dfye@sjcfl.us](mailto:dfye@sjcfl.us) | [www.sjcfl.us](http://www.sjcfl.us)*

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF AWARD

January 11, 2018

Curry Controls Company  
P.O. Box 5408  
Lakeland, FL 33807

**RE: RFQ No: 17-79-02; Scada System Services  
Master Contract No: 18-MCC-CUR-08942**

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

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

1. Three (3) original signature copies of the Contract Agreement (*Date only the signature page of the agreement. Please DO NOT date the front page of the contract*)
2. One (1) original Acceptance of the Notice of Award (Please sign, date and return the Acceptance of Award acknowledgement (page 2 of this letter))
3. All applicable Certificates of Insurance as stated in Article 14 of the attached Contract Agreement.

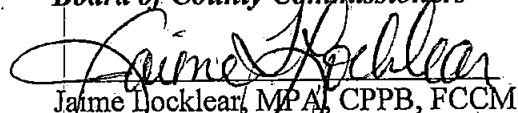
**NOTE: In accordance with the RFQ documents, failure to return the requested documents within the time shown above may deem your firm non-responsive.**

**to the attention of:** Ms. Diana M. Fye, AS, CPPB, Procurement Coordinator  
SJC Purchasing Department  
500 San Sebastian View  
St. Augustine, FL 32084

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

Should you have any questions regarding this notice please don't hesitate to contact Diana M. Fye, AS, CPPB, Procurement Coordinator at (904) 209-0162 or [dfye@sjcfl.us](mailto:dfye@sjcfl.us).

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

  
Jaime Locklear, MPA, CPPB, FCCM  
Assistant Purchasing Manager

Date: 1/11/18



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 01
RFQ No. 17-79; SCADA Systems Services
Master Contract No: 18-MCC-CUR-08942

Consultant: Curry Controls Company
PO Box 5408
Lakeland, FL 32807

Date: September 18, 2020

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of three (3) years, from January 23, 2021 through and until 11:59 p.m. Eastern Standard Time (EST) on January 22, 2024.
3. No increases to the approved Rate Prices are granted by this Amendment.

St. Johns County shall compensate the Consultant based upon the terms as stated in the Master Contract dated January 23, 2018, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

[Handwritten signature of County Representative]

Signature of County Representative

[Handwritten date]

Date

James L. Locklear, Asst. Dir. Purchasing & Contracts

Printed Name & Title - County Representative

[Handwritten signature of Consultant Representative]

Signature of Consultant Representative

9-21-20

Date

Daniel L. Curry, VP/Corporate Secretary

Printed Name & Title

End of Amendment No: 01





## St. Johns County Board of County Commissioners

Purchasing Division

September 28, 2020

Curry Controls Company  
PO Box 5408  
Lakeland, FL 32807  
Attn: Mr. Ben Matthews

Re: Contract Renewal  
Contract Amendment #1; SCADA System Services

Dear Mr. Matthews:

Please find enclosed a fully executed copy of CA#1 for the above referenced project under RFQ No. 17-79; SCADA Systems Services.

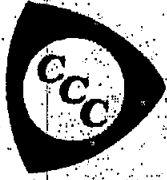
If you have any questions, please feel free to call me at 904-209-0148 or e-mail me at [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us).

Sincerely,

A handwritten signature in black ink, appearing to read "D. Pyle", is written over the typed name.

David E. Pyle, CPPB  
Procurement Coordinator

cc: Master File



# CURRY CONTROLS COMPANY

4245 S. Pipkin Road - Lakeland - FL 33811  
P.O. Drawer 5408 - Lakeland, FL 33807  
(863) 646-5781 - FAX: (863) 646-3899

September 14, 2020

Mr. David E. Pyle

Purchasing Coordinator

St. Johns County Purchasing Department

500 San Sebastian View

St. Augustine, FL 32804

Re: RFQ No: 17-79-02 SCADA System Services  
Master Contract #18-MCC-CUR-08942

Dear Mr. Pyle,

Per the terms of the above referenced agreement please allow this document to serve as our approval of the three (3) year renewal option that the county wishes to exercise. The new term will begin 1/22/2021 and expire 1/21/2024.

We look forward to servicing the needs of the county for an additional three years.

Sincerely,

Daniel L. Curry

Vice President

*"Providing Solutions Since 1972"*



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 01
RFQ No. 17-79; SCADA Systems Services
Master Contract No: 18-MCC-CUR-08942

Consultant: Curry Controls Company
PO Box 5408
Lakeland, FL 32807

Date: September 18, 2020

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of three (3) years, from January 23, 2021 through and until 11:59 p.m. Eastern Standard Time (EST) on January 22, 2024.
3. No increases to the approved Rate Prices are granted by this Amendment.

St. Johns County shall compensate the Consultant based upon the terms as stated in the Master Contract dated January 23, 2018, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

Signature of County Representative Date
Leigh A. Daniels, CPPB - Purchasing Manager
Printed Name & Title - County Representative

Signature of Consultant Representative Date
Printed Name & Title

End of Amendment No: 01

## David Pyle

---

**From:** David Pyle  
**Sent:** Monday, September 21, 2020 3:38 PM  
**To:** 'jbm@currycontrols.com'  
**Subject:** CA#1 Contract Renewal, RFQ 17-79 SCADA Systems Services  
**Attachments:** 17-79 CA 01 final.pdf

Attached is a copy of CA #1 as referenced above. Please download 3 copies as originals and sign all 3 copies and mail return to

St Johns County BOCC  
Purchasing Office  
500 San Sebastian View  
St Augustine, FL 32084  
Attn: David E. Pyle

Once received we will finalize the approval process and return a copy of the executed document. [

Any questions please contact us.

Thank you  
David E. Pyle  
Purchasing Coordinator  
[dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)  
904-209-0148



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 01
RFQ No. 17-79; SCADA Systems Services
Master Contract No: 18-MCC-CUR-08942

Consultant: Curry Controls Company
PO Box 5408
Lakeland, FL 32807

Date: September 18, 2020

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of three (3) years, from January 23, 2021 through and until 11:59 p.m. Eastern Standard Time (EST) on January 22, 2024.
3. No increases to the approved Rate Prices are granted by this Amendment.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 23, 2018, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

Signature of County Representative Date
Leigh A. Daniels, CPPB - Purchasing Manager
Printed Name & Title - County Representative

Signature of Consultant Representative Date
Printed Name & Title

End of Amendment No: 01

**David Pyle**

---

**From:** Scott Trigg  
**Sent:** Friday, September 11, 2020 3:08 PM  
**To:** David Pyle  
**Subject:** Re: RFQ 17-79 SCADA contract

Yes sir

Sent from my iPhone

On Sep 11, 2020, at 2:41 PM, David Pyle <dpyle@sjcfl.us> wrote:

You agree with the renewal for contractors for 17-79 SCADA?

Thank You  
David E. Pyle/CPPB/Procurement Coordinator  
Purchasing Office/St. Johns County BOCC  
(904) 209-0148 direct / (904) 209-0149 fax  
Email: [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)

**From:** James Galley <jgalley@sjcfl.us>  
**Sent:** Wednesday, September 9, 2020 12:29 PM  
**To:** David Pyle <dpyle@sjcfl.us>  
**Subject:** FW: RFQ 17-79 SCADA contract

David,

Please renew/extend 17-79.

Thank you,

James Galley  
Principal Administrative Analyst  
St. Johns County Utility

**From:** Rick Nelson <rnelson@sjcfl.us>  
**Sent:** Tuesday, September 8, 2020 11:43 AM  
**To:** James Galley <jgalley@sjcfl.us>  
**Subject:** RE: RFQ 17-79 SCADA contract

CDM Smith – Yes

Curry Controls – Yes

ITG – Yes – They have completely replaced management staff and are interested in bidding on projects again.

Revere Control systems – Checking with them. Awaiting a call back. Not sure if they are still interested.

Star Controls - Yes

**Best Regards**

**Rick Nelson**

**Saint Johns County Utilities**

SCADA Department Manager

904-392-3541 Cell (Best way)

904-209-2740 Office

[RNelson@sjcfl.us](mailto:RNelson@sjcfl.us)

*PLEASE NOTE: Florida has a very broad public records law. Most written communications (including Text Messages) to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.*

**From:** James Galley <[jgalley@sjcfl.us](mailto:jgalley@sjcfl.us)>  
**Sent:** Tuesday, September 8, 2020 11:30 AM  
**To:** Rick Nelson <[rnelson@sjcfl.us](mailto:rnelson@sjcfl.us)>  
**Subject:** FW: RFQ 17-79 SCADA contract

James Galley  
Principal Administrative Analyst  
St. Johns County Utility

**From:** David Pyle <[dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)>  
**Sent:** Tuesday, September 8, 2020 11:21 AM  
**To:** Scott Trigg <[strigg@sjcfl.us](mailto:strigg@sjcfl.us)>  
**Cc:** James Galley <[jgalley@sjcfl.us](mailto:jgalley@sjcfl.us)>  
**Subject:** RFQ 17-79 SCADA contract

This contract expires Jan 21 for CDM Smith, Curry Controls, Infamation Tech, Revere Control Sys., and Star Controls.

We have the option for another 3-yr renewal. Do you wish to extend these contracts for another 3-years?

Thank You  
David E. Pyle/CPPB/Procurement Coordinator  
Purchasing Office/St. Johns County BOCC  
(904) 209-0148 direct / (904) 209-0149 fax  
Email: [dpyle@sjcfl.us](mailto:dpyle@sjcfl.us)