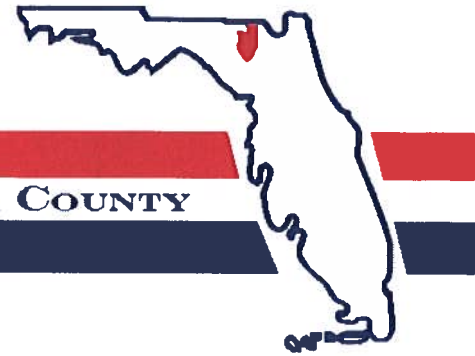


District No. 1 - Ronald Williams  
District No. 2 - Rocky Ford  
District No. 3 - Robby Hollingsworth  
District No. 4 - Toby Witt  
District No. 5 - Tim Murphy



**BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY**

**M E M O R A N D U M**

DATE: June 24, 2022

TO: Board of County Commissioners

FROM: Mike Null, Purchasing Officer *PMN*

RE: Continuing Contract for Architectural Services

Request approval of the 2022 Hourly Rate Schedule for the current Continuing Contract for Architectural Services with Clemons Rutherford & Associates, Inc. All of terms and conditions of the Continuing Contract remain as is. (2022 Hourly Rate Schedule and existing continuing contract attached).

BOARD MEETS FIRST THURSDAY AT 9:30 A.M. AND THIRD THURSDAY AT 5:30 P.M.

P.O. BOX 1529

LAKE CITY, FLORIDA 32056-1529

PHONE (386) 755-4100



**CLEMONS, RUTHERFORD & ASSOCIATES, INC.**

ARCHITECTS | PLANNERS | INTERIOR DESIGNERS | CONSTRUCTION MANAGERS

2027 Thomasville Road, Tallahassee, Florida 32308

p: 850-385-6153 | f: 850-386-8420 | [www.craarchitects.com](http://www.craarchitects.com)

## HOURLY RATES 2022

The basic hourly rates for all architectural and interior design disciplines are listed below.

Principal-In-Charge.....	\$250.00
Project Manager/Architect .....	185.00
Assisting Project Manager .....	140.00
Project Designer .....	165.00
Project Interior Designer .....	160.00
Construction Administrator .....	145.00
Plans Review and Inspection.....	140.00
Estimator .....	145.00
Educational Surveyor .....	130.00
Specification Writer.....	125.00
BIM / 3D Drafting:.....	115.00
Drafting:     Senior .....	100.00
Junior .....	80.00
Clerical/Support Services.....	80.00

Rates are reviewed and adjusted on an annual basis January 1<sup>st</sup> of each year.

## **CONTINUING CONTRACT FOR ARCHITECTURAL SERVICES**

This Contract is made as of the 7<sup>th</sup> day of April, 2016, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1529, Lake City, Florida 32056-1529, (hereinafter "County"), and Clemons Rutherford & Associates, Inc., (hereinafter "Architect") whose mailing address is 2027 Thomasville Rd, Tallahassee, FL 32308.

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

### **ARTICLE 1** **NATURE OF THIS CONTRACT AND SERVICES TO BE PERFORMED**

The Architect's responsibility under this Contract is to provide professional services on a continuing basis as set forth on Exhibit "A," which is attached hereto, and to perform and complete the work specifically set forth in each written directive from the County to the Architect directing the completion of a project pursuant to this Contract (hereinafter a "Task Order").

The Work shall be performed on an as needed basis per project and by Task Order to this Contract. This Contract does not authorize the performance of any services by the Architect except those requested by the County as part of a Task Order.

The performance of the Architect's services shall be under the general direction of a County representative to be identified in each Task Order, who shall act as the County's representative under this Contract and each Task Order.

This Contract is a "Continuing Contract" pursuant to the "Architects' Competitive Negotiation Act," Section 287.055, Florida Statutes, (hereinafter "Act"). Pursuant to this Contract, the County may award projects to the Architect that are within the maximum dollar amounts for continuing contracts as provided in the Act. Should the Act be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the Act allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$2 Million, and for study activity when the fee for such professional service does not exceed \$200,000.

## ARTICLE 2

### PAYMENTS TO ARCHITECT

The County shall pay to the Architect for services satisfactorily performed, as follows:

A. The Architect shall bill the County for its services at the rates set out in and pursuant to Exhibit "B" which is attached hereto. Provided that the rates set out in and pursuant to Exhibit "B" which is attached hereto may be amended by the governing Board of the County and the Architect, from time to time, provided that such amendment shall not be enforceable until and unless set out in a writing executed with the same formalities as this Contract. Further provided that for any particular project and upon receiving prior written approval by the governing board of the County, the Architect may bill the County at a different rate or by a different method.

B. The Architect will bill the County on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work.

C. Invoices received from the Architect pursuant to this Contract will be reviewed and approved by the County, prior to payment. Invoices must reference this Contract and the Task Order against which the Architect is billing.

D. Contractor's invoices to the County shall be clearly marked in sequential numerical order to minimize the chance of duplication of payment or failure to pay invoices when due. In order for both parties herein to close their books and records, the Architect will clearly state "final invoice" on the Architect's final/last billing to the County, this indicates that all services have been performed and all charges and costs have been invoiced to the County and there is no further work to be performed on the specific Task Order.

E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act," Part VII of Chapter 218, Florida Statutes.

F. Except for issues arising from contract indemnification provisions, the County shall have the right to retain out of any payment due the Architect under this Contract an amount sufficient to satisfy any amount due and owing to the County by the Architect on any other contract or agreement between the Architect and the County. The

County may withhold payment on any invoice in the event that the Architect is in default under any provision of this Contract or any other contract or agreement between the Architect and the County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the County shall have the right to retain an amount equal to the damages suffered as a result of the default.

### **ARTICLE 3** **SCHEDULE**

The County and the Architect shall approve each schedule for each Task Order, which will become a part of each Task Order. All testing and reports shall coincide with County requirements.

### **ARTICLE 4** **TRUTH-IN-NEGOTIATION CERTIFICATE**

The signing of this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside Architects. The County may exercise its rights under this article within one (1) year following final payment.

### **ARTICLE 5** **TERM**

The term of this Contract shall be from the date last executed by the parties and shall continue until and unless terminated by either party upon 30 days' prior written notice to the other party. This Contract may be terminated by either party with or without cause.

Unless the Architect is in breach of this Contract, the Architect shall be paid for services rendered to the County's satisfaction through the date of termination plus any

reasonable and unavoidable costs incurred by Architect and imposed by third parties due to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charged by Architect. After receipt of a Termination Notice and except as otherwise directed by the County and Architect shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the County in both electronic medium and hard copy.
- D. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 6**

### **PERSONNEL**

The Architect represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

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

The Architect warrants that all services shall be performed by skilled and competent personnel in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

## **ARTICLE 7**

### **SUBCONTRACTING**

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

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Architect shall promptly do so, subject to acceptance of the new subcontractor by the County.

## **ARTICLE 8**

### **FEDERAL AND STATE TAX**

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Architect for the use by the Architect in purchasing materials to be used exclusively for County projects. The Architect shall not otherwise be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the County, nor is the Architect otherwise authorized to use the County's Tax Exemption Number in securing such materials.

The Architect shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

## **ARTICLE 9**

### **AVAILABILITY OF FUNDS**

The obligations of the County under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the County. The County shall promptly notify the Architect should funds become unavailable, and in that event the Architect shall be entitled to stop all work until funds become available.

## **ARTICLE 10**

### **INSURANCE**

A. The Architect shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the County.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Architect shall furnish Certificates of Insurance to the County prior to the commencement of operations. The Certificates shall clearly indicate that the Architect has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Architect of its liability and obligations under this Contract.

C. The Architect shall maintain during the term of this Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.

D. The Architect shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$ 1,000,000 per occurrence to protect the Architect 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 Architect or by anyone directly employed by or contracting with the Architect.

E. The Architect shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$ 1,000,000 combined single limit for bodily injury and property damage liability to protect the Architect from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Architect or by anyone directly or indirectly employed by the Architect.

F. The Architect shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statute 440.02.



G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the Architect shall specifically include the County as an "Additional Insured," for the vicarious liability resulting from the conduct of the Architect and others employed and/or utilized by the Architect in the performance of the services.

## **ARTICLE 11**

### **INDEMNIFICATION**

The Architect shall indemnify and hold harmless the County, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Architect and persons employed or utilized by the Architect in the performance of this Contract. This article shall survive the termination of this Contract and shall continue in full force and effect so long as the possibility of any liability, claim or loss exists, unless otherwise prohibited by law.

Notwithstanding anything else in this Contract to the contrary, nothing in this Contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the County.

## **ARTICLE 12**

### **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties and their respective partners, successors, executors, administrators and assigns. Provided that neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

## **ARTICLE 13**

### **CONFLICT OF INTEREST**

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

The Architect shall promptly give written notice to the County of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Architect's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of work that the Architect 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 Architect.

If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Architect, the Architect may 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 Architect under the terms of this Contract. The County agrees to give written notice to the Architect of its opinion within 30 days of receipt of notification by the Architect.

#### **ARTICLE 14** **EXCUSABLE DELAYS**

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

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

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

**ARTICLE 15**  
**ARCHITECT NOT TO PLEDGE COUNTY'S CREDIT**

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

**ARTICLE 16**  
**DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom (hereinafter "the deliverables"), shall be considered works made for hire and shall be the property of the County and may be reproduced, used and reused at the discretion of the County. Neither party shall copyright any material and products or patent any invention developed under this Contract, except with the prior written agreement of the governing board of the County and the Architect and upon such terms as may be then negotiated between the parties. The County acknowledges that the deliverables provided by the Architect are intended by the Architect for use only as to the projects which are the subject of this Agreement and the applicable Task Order and are not intended for reuse on extensions of such projects or any other project. Use of the deliverables for any project other than the Task Order for which such deliverables were intended without the written consent of the Architect shall be at the sole risk of the user, without recourse to the Architect.

Where documents must be filed with other government agencies, the Architect will furnish copies to the County upon request. The County shall have the right to visit the Architect's work site for inspection of the work and the drawings of the Architect at any time.

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

Except as otherwise required pursuant to law, 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 will be kept confidential by the Architect and will not be disclosed to any other party, directly or indirectly, without the

County's prior written consent.

The provisions of this article shall survive the termination of this Contract.

#### **ARTICLE 17**

#### **INDEPENDENT CONTRACTOR RELATIONSHIP**

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

The Architect shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Architect's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Architect 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 18**

#### **NO WARRANTY BY COUNTY**

Approval by the County of any of the Architect's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the Architect of responsibility for the technical accuracy and adequacy of the work. Neither the County's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract. The Architect shall be and remain liable in accordance with all applicable laws for all damages to the County caused by the negligent performance by the Architect or any of its subcontractors of any of the services furnished under this Contract. The Architect hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The County has the right to rely upon all such professional representations and services provided under this Contract.

**ARTICLE 19**  
**ACCESS AND AUDITS**

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

**ARTICLE 20**  
**COMPLIANCE WITH LAWS**

The Architect and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, ordinances and codes which may pertain or apply to the professional services that may be rendered pursuant to this Contract, including but not limited to the following:

- A. All final plans, documents, reports, studies, permits and other data prepared by the Architect shall bear the design professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
  - 1. If the County has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
  - 2. Any person who is employed by the County and who is licensed by the Department of Business and Professional Regulation and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing

law applicable to that licensee. The complaint shall be confidential.

3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The Architect shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.
  - D. The Architect warrants that the Architect has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the County shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the County, and no other officer, employee, or agent of the County who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
  - E. The Architect shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Architect, or its sub-Architects, in conjunction with this Contract. Failure by the Architect to grant such public access shall be grounds for immediate unilateral cancellation of this Contract by the County. Architect shall comply with all public records laws, including, but not limited to, Section 119.0701, Florida Statutes.
  - F. The Architect agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information

obtained or furnished in compliance with this Contract, or any particulars thereof, during the term of this Contract, without first notifying the County and securing its consent in writing.

- G. Architect covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.

#### **ARTICLE 21**

#### **ENTIRETY OF CONTRACTUAL AGREEMENT**

The County and the Architect agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 22**

#### **ENFORCEMENT COSTS**

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

#### **ARTICLE 23**

#### **AUTHORITY TO PRACTICE ITS PROFESSION**

The Architect hereby represents and warrants that it has all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Architect to render the professional services provided herein.

The Architect shall, during the life of this Contract, keep in full force, effect, and



good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Architect to render the professional services provided herein.

The Architect shall immediately give written notice to the County should any necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the Architect to render the professional services provided herein be suspended, revoked or otherwise impaired, temporarily or permanently, regardless of fault of the Architect.

The Architect shall also require all subcontractors to comply by contract with the provisions of this article.

#### **ARTICLE 24** **SEVERABILITY**

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

#### **ARTICLE 25** **AMENDMENTS AND MODIFICATIONS**

No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The County reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the Architect of the County's notification of a contemplated change, the Architect 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 affect the Architect's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Architect shall suspend work on that



portion of the Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall issue a Task Order for changes to a task in progress or a contract change order if the original contract is being changed or amended and the Architect shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

#### **ARTICLE 26**

#### **ENUMERATION OF CONTRACT DOCUMENTS**

The Contract Documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

#### **ARTICLE 27**

#### **APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL**

This Contract shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any arbitration, mediation and/or litigation concerning or related to this Contract shall be the County Court and the Circuit Court in and for Columbia County, Florida. All controversies, claims, or disputes shall be decided by a judge, without a jury. The parties knowingly and voluntarily waive their right to a trial by jury for all such controversies, claims and disputes.

#### **ARTICLE 28**

#### **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 29**

#### **CONTRACT TO BE NON-EXCLUSIVE**

This Contract is non-exclusive. The County shall have the right, but not the obligation, to use the Architect under the terms of this Contract for any particular project or part of a project. This Contract shall not be construed to require the County to: (1) use

the Architect for any particular project or type of project, (2) use the Architect on a regular basis, (3) use the Architect for any minimum number of tasks, or (4) pay the Architect any minimum compensation. The County may enter into other continuing contracts with and utilize other firms or professionals for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Architect under this Contract. The County may, from time to time, issue separate requests for proposals and enter into separate contracts for the performance of services which are similar or identical to the services which might otherwise have been awarded to the Architect under this Contract. All such actions shall be subject to the sole discretion of the County.

**ARTICLE 30**  
**NOTICE**

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

Mr. Ben Scott  
County Manager  
Post Office Box 1529  
Lake City, Florida 32056-1529

and if sent to the Architect shall be mailed to:

Clemons Rutherford & Associates, Inc.  
2027 Thomasville Rd  
Tallahassee, FL 32308

**ARTICLE 31**  
**MISCELLANEOUS**

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect. The terms of this Contract are for the exclusive benefit of the parties to this Contract and shall not create any right or obligation in any person or entity not a signatory hereto.

EXECUTED by the County, COLUMBIA COUNTY, FLORIDA, this 17<sup>th</sup>  
day of April, 2016.

COLUMBIA COUNTY, FLORIDA

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

Bucky Nash, Chair

Board of County Commissioners

ATTEST:

P. DeWitt Cason  
P. DeWitt Cason, Clerk of Courts

18<sup>th</sup> EXECUTED by the Architect, William D. RUTHERFORD this  
day of April, 2016.

Print: WILLIAM D. RUTHERFORD

Title: PRES.

## **EXHIBIT A**

The scope of these services will consist of furnishing all documents for the planning and construction of proposed projects including all construction documents. Competitive bidding of the project, contract administration of the project during construction, and submission of all required documents to any governmental agency that may be required and any other services that may be requested by the County.



## **EXHIBIT B**

### **General Fee Schedule:**

Fee schedule to be utilized in preparation of proposals for specific Work Orders. Any deviations from this schedule shall be designated on proposals for specific Work Orders and must be approved in writing by both parties to this agreement.

### **For studies, evaluations, and similar scopes of work that do not generate a construction cost:**

Fee shall be hourly based on fee schedule B-1, CRA hourly rates, for services provided directly by CRA. For services provided by consultants and sub-consultants fee will be the cost to CRA plus a mark-up of 10%.

### **For projects with an estimated Cost of the Work at \$500,000 or less:**

Fee shall be hourly based on fee schedule B-1, CRA hourly rates, for services provided directly by CRA. For services provided by consultants and sub-consultants fee will be the cost to CRA plus a mark-up of 10%.

### **For projects with an estimated Cost of the Work Greater than \$500,000 up to statutory limit, \$2,000,000:**

Fee shall be as a percentage of Cost of the Work.

Fee percentage for Basic Services shall be per Florida Department of Management Services (DMS) Design Professional Fee Guidelines, Fee Guide Calculator March 2015 edition. Fee shall be adjusted to actual Cost of the Work once known.

Add services, as defined by DMS Guidelines will be negotiated as a lump sum for services provided directly by CRA and for services provided by consultants and sub-consultants fee will be the cost to CRA plus a mark-up of 10%.

Compensation for each phase of projects with fees based on a percentage of Cost of the Work will be as follows:

Schematics Design:.....	15% of estimated fee
Design Development:.....	20% of estimated fee
Contract Documents: .....	40% of estimated fee
Pricing/GMP/bidding:.....	5% of estimated fee
Contract Administration: .....	20% of estimated fee

Invoicing may be prorated based on portion of each phase completed.

### **Reimbursables:**

Standard and customary reimbursables such as printing expenses, travel expenses, AHJ application fees, etc. will be billed at cost to CRA plus 10%.

## **CLEMONS, RUTHERFORD & ASSOCIATES, INC.**

ARCHITECTS • PLANNERS • INTERIOR DESIGNERS • CONSTRUCTION MANAGERS

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## **EXHIBIT B-1**

### **2016 HOURLY RATES**

Basic hourly rates for architectural and interior design disciplines are listed below. Rates are adjusted annually January 1<sup>st</sup> of each year.

Principal-In-Charge.....	\$225.00
Project Manager/Architect .....	165.00
Project Designer .....	145.00
Project Interior Designer .....	140.00
Construction Administrator .....	125.00
Plans Review and Inspection.....	130.00
Estimator .....	115.00
Specification Writer.....	100.00
BIM / 3D Drafting:.....	100.00
Drafting: Senior .....	90.00
Junior .....	70.00
Clerical/Support Services .....	70.00

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