

Clay County Agreement/Contract No. 2019/2020-80 RN2

**SECOND RENEWAL TO PROFESSIONAL ARCHITECTURAL
CONTINUING SERVICES AGREEMENT
[Dasher Hurst Architects, P.A.]**

This Second Renewal to Professional Architectural Continuing Services Agreement (“Second Renewal”) is entered into as of this ____ day of January, 2023, by and between Clay County, a political subdivision of the State of Florida (the “COUNTY”) and Dasher Hurst Architects, P.A. (the “ARCHITECT”).

RECITALS

WHEREAS, on January 28, 2020, the parties entered into the Professional Architectural Continuing Services Agreement, Clay County Agreement/Contract No. 2019/2020-80 (“Agreement”), a copy of which is attached hereto as **Attachment A** and incorporated herein by reference, wherein the ARCHITECT agreed to provide continuing architectural services to the COUNTY; and

WHEREAS, Section II of the Agreement provides that upon completion of the initial 24 month term, the COUNTY shall have the option to renew the Agreement for two (2) additional one year periods upon mutual agreement of the parties; and

WHEREAS, on December 14, 2021, the parties entered into the First Renewal, incorporated herein by reference, to renew the Agreement for a one-year period commencing January 28, 2022 and continuing through January 27, 2023; and

WHEREAS, the parties desire to enter into this Second Renewal to renew the Agreement for an additional one-year period for the continuation of the services provided under the Agreement at the same rates for a period commencing January 28, 2023 and continuing through January 27, 2024.

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby renewed for an additional one-year period commencing January 28, 2023 and continuing through January 27, 2024.
3. The ARCHITECT hereby certifies that the Scrutinized Companies Certification that was executed in compliance with Section 287.135(5), Florida Statutes is still valid.

4. Pursuant to Section 448.095, Florida Statutes, the ARCHITECT shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the ARCHITECT during the term of the Agreement, as renewed, and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the subcontractor during the term of the subcontractor agreement. Subcontractors shall provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as set forth in Section 448.095(2)(b)1, Florida Statutes.

5. Except as expressly provided herein, all other terms and conditions of the Agreement not affected by this Second Renewal are incorporated herein and shall remain in full force and effect.

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

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Second Renewal as of the date and year first written above.

DASHER HURST ARCHITECTS, P.A.

By: _____

Print Name: _____

Print Title: _____

CLAY COUNTY, a political subdivision of the State of Florida

By: _____

Betsy Condon
Its Chairman

ATTEST:

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

ATTACHMENT A

Clay County Agreement/Contract No. 2019/2020-80

PROFESSIONAL ARCHITECTURAL CONTINUING SERVICES AGREEMENT CLAY COUNTY, FLORIDA

This Agreement for Professional Architectural Continuing Services Agreement (“Agreement”) is entered into this 28th day of JANUARY, 2020, between Clay County, a political subdivision of the State of Florida (the “COUNTY”), by and through its Board of County Commissioners (the “Board”), and Dasher Hurst Architects, P.A. (the “CONSULTANT or ARCHITECT”), as primary awardee, whose address is 1022 Park Street, Suite 309, Jacksonville, Florida 32204.

WHEREAS, the COUNTY has determined that it is necessary, expedient, and in its best interest to retain the ARCHITECT to perform continuing Architectural Services for the COUNTY as further described in the attached EXHIBIT 1; and

WHEREAS, the COUNTY evaluated and ranked the qualifications submitted in accordance with Section 287.055, Florida Statutes; and

WHEREAS, the Board approved the ranking for the Request for Qualifications #18/19-36 (“RFQ”) on September 10, 2019; and

WHEREAS, the ARCHITECT is licensed and qualified to provide professional services in various fields of Architectural Services including but not limited to fire rescue facilities and other County buildings; and

WHEREAS, a Truth-in-Negotiation Certificate executed on behalf of the ARCHITECT is affixed hereto as EXHIBIT 2 and made a part hereof; and

WHEREAS, a Scrutinized Companies Certificate executed on behalf of the ARCHITECT is affixed hereto as EXHIBIT 3 and made a part hereof; and

WHEREAS, the COUNTY desires to engage the ARCHITECT to provide continuing Architectural Services for a period of 24 months with the option of two one year extensions from the execution of this Agreement, of which services may consist of, but are not limited to, on-going renovations or remodeling, new design of facilities, electrical, HVAC, other architectural related services as needed, and construction phase services; and

WHEREAS, the ARCHITECT is desirous of obtaining such engagement, has reviewed the professional services required pursuant to this Agreement and is qualified to complete the said professional services pursuant to this Agreement and is willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, projects assigned under this Agreement will be valid when issued via Work Order from the County Manager accompanied by a notice to proceed, scope of

work, and a Lump Sum or Not-To-Exceed fee based on the rates found in EXHIBIT 4 attached hereto; and

WHEREAS, while it is the intent of the COUNTY to utilize the services of the ARCHITECT, the award of this Agreement does not guarantee the award of a specific amount of work or Work Orders to be issued; and

WHEREAS, it is the intent of the COUNTY to negotiate with the first and second ranked Architects of the RFQ in the order they were ranked. If the first ranked firm declines a project, then the COUNTY will seek the services of the second ranked firm for said project.

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

I. DESCRIPTION OF THE PROJECT

Projects shall consist of on-going architectural and related services, including conceptual designs and studies of any County owned facility's needs, as outlined in the RFQ, and any Work Order issued hereunder along with other details necessary to give effect to the manifest intent set forth in the scope of services found in the RFQ which is on file at the Clay County Department of Purchasing.

II. TERM OF AGREEMENT

The term of this Agreement shall be for a period of 24 months commencing upon the fully executed date of this Agreement with the option of two one year renewals upon mutual agreement of the parties. All work shall be performed as directed by the COUNTY. Such direction shall only be valid, effective, and binding on the COUNTY and the ARCHITECT when issued in writing by the County designated representative ("County Representative"). The COUNTY specifically reserves the right to increase or decrease any or all of the authorized tasks. The ARCHITECT further agrees to provide additional services that the COUNTY may desire, and which shall be mutually negotiated regarding scope, timing, and fees, and described by written amendments to this Agreement.

The timely performance and completion of the Architectural Services is vitally important to the interest of the COUNTY. The ARCHITECT shall assign such project personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the ARCHITECT to perform the services of this Agreement shall comply with the information presented in this Agreement and any Work Order subsequently issued. The ARCHITECT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks.

- A. Specific Work Order Assignments to be performed by the ARCHITECT shall be assigned by the County Manager who shall first notify the ARCHITECT of the work to be conducted. The ARCHITECT shall prepare a work scope, time schedule, and budget based on the hourly rates reflected in the EXHIBIT 4 hourly rate schedule, attached hereto and incorporated herein, for performance of the work and discussed Work Order Assignment. When the work scope, time schedule, and budget are mutually agreeable, a Work Order shall be issued by the County Manager to the ARCHITECT in the format of EXHIBIT 5, Example Work Order Assignment, attached hereto and incorporated herein. The Work Order Assignment shall be executed for the COUNTY by the County Manager and thereafter shall become a part of this Agreement between the parties.

- B. The ARCHITECT specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in the subsequent Work Order Assignments, subject only to delays caused through no fault of the ARCHITECT or the COUNTY. Time is of the essence in the performance of this Agreement and its subsequent Work Order Assignments.

- C. The ARCHITECT agrees to provide to the County Representative monthly written progress reports concerning the status of any specific project assigned. Written progress reports will also accompany each invoice which may be submitted once per month. The County Representative may determine the format for this progress report. The COUNTY shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the ARCHITECT.

III. STATEMENT OF ARCHITECTURAL SERVICES

The professional Architectural Services to be provided by the ARCHITECT or under the COUNTY'S authorization shall include those services as described in the RFQ, and any Work Order issued hereunder along with all other details necessary to give effect to the manifest intent set forth in the scope of services found in RFQ which is on file at the Clay County Department of Purchasing.

The ARCHITECT is responsible for the professional quality, technical accuracy, timely completion and coordination of all reports and other services furnished by the ARCHITECT. The ARCHITECT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT covenants that the services provided by it under this Agreement will be rendered solely and directly by members of its staff working under the direct supervision of the ARCHITECT'S assigned project

team. Except with respect to those services specifically identified elsewhere in this Agreement to be provided by third parties, the ARCHITECT further covenants that it will not subcontract or otherwise outsource any of the work of the project to a third party without the express, prior and written consent of the COUNTY, which consent may be withheld for any or no reason in the sole discretion of the COUNTY. In addition to any other remedies that may be available to the COUNTY for breach of the foregoing covenant, the ARCHITECT shall be liable to the COUNTY for a sum equal to the value of the services subcontracted or outsourced, and the COUNTY shall have the right to deduct the same from any partial or final payment due to the ARCHITECT under this Agreement.

IV. GENERAL PROVISIONS

Work Progress Reports

The ARCHITECT shall meet with the COUNTY periodically during the project to provide informal status reports and to discuss project requirements. Written status reports shall be delivered to the COUNTY on a monthly basis and concurrently with monthly invoices.

Electronic Files

All electronic files submitted to the COUNTY by the ARCHITECT shall be in an approved format acceptable to the County Representative.

Headings

Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

V. SCHEDULES AND TIME CONSTRAINTS

The total time allowed for completing the Architectural Services required under this Agreement will be determined by each Work Order. Time is of the essence for the completion of the assigned project(s). Therefore, the ARCHITECT must submit a project schedule to the COUNTY as requested. The project schedule must detail the events and pertinent time frames necessary to complete the project(s).

VI. PLANS AND DOCUMENT OWNERSHIP

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the ARCHITECT under this Agreement shall be the property of the ARCHITECT until the ARCHITECT has been paid for providing and performing the services and work required to produce such documents whereupon they shall become the sole property of the

COUNTY. Upon completion or termination of this Agreement all of the above documents, to the extent requested (in writing if by termination) by the COUNTY, shall be delivered by the ARCHITECT to the COUNTY within seven (7) calendar days of the COUNTY making such a request. In the event the COUNTY gives the ARCHITECT a written Notice of Termination of all or part of the services or work required the ARCHITECT shall deliver to the COUNTY the requested documents as set forth hereinabove, with the mutual understanding and commitment by the COUNTY that compensation earned or owing to the ARCHITECT for services or work provided or performed by the ARCHITECT prior to the effective date of any such termination will be paid to the ARCHITECT within forty-five (45) days of the date of issuance of the Notice of Termination or the receipt by the COUNTY of a proper invoice, whichever is the latter. The ARCHITECT shall not, and agrees not to use any of these documents, data and information contained therein on any other project or for any other client without prior expressed written permission of the COUNTY. Notwithstanding any other provision of this Agreement, any reuse of documents or materials without written verification or adaptation by the ARCHITECT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the ARCHITECT or to the ARCHITECT'S independent professional associates, subcontractors, and consultants. Any such verification or adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by the ARCHITECT and the COUNTY. In addition, all of the ARCHITECT'S pre-existing or proprietary information, documents, materials, computer programs, or software developed by the ARCHITECT outside of this Agreement shall remain the exclusive property of the ARCHITECT.

VII. LIABILITY OF ARCHITECT

Pursuant to Section 725.08 (1) Florida Statutes, the ARCHITECT (or other design professional) shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the ARCHITECT and other persons employed or utilized by the ARCHITECT in the performance of this Agreement. This provision shall survive the termination or expiration of this Agreement.

VIII. RESPONSIBILITIES OF THE ARCHITECT

If the ARCHITECT is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

The ARCHITECT warrants that it 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 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 ARCHITECT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

The ARCHITECT covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Section 112.313, Florida Statutes, as it relates to work performed under this Agreement. The ARCHITECT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

In lieu of formal execution of a "Public Entity Crime Statement", the ARCHITECT acknowledges the following statement "A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list."

The ARCHITECT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

The ARCHITECT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the ARCHITECT'S offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

IX. OBLIGATIONS OF THE COUNTY

The County Representative is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the County Representative. The responsibility of the County Representative shall include:

- A. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

- B. Review for approval or rejection all of the ARCHITECT'S documents and payment requests.

The COUNTY shall, upon request, furnish the ARCHITECT with all available data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the COUNTY and shall be returned to the County Representative upon completion of the services to be performed by the ARCHITECT.

The County Representative shall conduct periodic reviews of the work of the ARCHITECT necessary for the completion of the ARCHITECT'S services during the period of this Agreement, and may make other COUNTY personnel available where required and necessary to assist the ARCHITECT. The availability and necessity of said personnel to assist the ARCHITECT shall be determined solely within the discretion of the COUNTY. The COUNTY'S technical obligations to this Project, if any, will be stated in any Work Order Assignment issued.

The COUNTY shall not provide any services to the ARCHITECT in connection with any claim brought on behalf of or against the ARCHITECT or the COUNTY.

X. COMPENSATION AND METHOD OF PAYMENT

Total compensation for COUNTY projects to be paid by the COUNTY to the ARCHITECT for all services, materials, supplies and other items or requirements necessary to complete the services as described herein, including sub consultant services shall be based on the amount of work performed as provided for in the negotiated Not-To-Exceed or Lump Sum Work Order issued by the County Manager. The mutually agreed upon Not-To-Exceed or Lump Sum Work Order price will be based on the rates found in the attached fee schedule labeled EXHIBIT 4. All invoices submitted must substantiate, to the County Representative's satisfaction, the amount of completed work being invoiced. Such invoices shall be prepared by the ARCHITECT and accompanied by the COUNTY'S certificate of partial or certificate of final payment (whichever is appropriate), a service documentation invoice, and any supporting data as may be required by the County Representative. Invoices may be payable via partial payments and the ARCHITECT may submit no more than one invoice statement to the COUNTY each calendar month covering services rendered during the invoiced time frame. All payments will be made in accordance with the provisions of the Local Government Prompt Payment Act.

The fee schedule identified as EXHIBIT 4 herein is inclusive with regard to travel, per diem, travel to and from meeting locations, mailing, copying, office space, reporting, meeting, overtime, and man-hours unless otherwise specifically provided for in the Work Order Assignment. With respect to drawings and/or plans prepared on behalf of the COUNTY by the ARCHITECT, unless specifically provided otherwise in the Work Order Assignment, five complete sets of such drawings and/or plans shall be reproduced by the ARCHITECT without cost to the COUNTY.

The ARCHITECT acknowledges and agrees that the COUNTY through this Agreement guarantees no minimum level of work or fees.

The signature of the ARCHITECT on any invoice submittal shall constitute the ARCHITECT'S certification to the COUNTY that (a) the ARCHITECT has billed the COUNTY for all services rendered by it and any of the ARCHITECT'S consultants and subcontractors through the date of the invoice; (b) as of the date of the invoice, no other outstanding amounts are due from the COUNTY to the ARCHITECT for services rendered; (c) the services listed in the invoice have progressed to the level indicated and have been performed as required by the specific Work Order issued; (d) that the reimbursable expenses, if any, have been reasonably incurred; and, (e) that the amount requested is currently due and owing.

By acceptance of the COUNTY'S payment of an invoiced amount, the ARCHITECT releases the COUNTY from any and all claims by the ARCHITECT and by the ARCHITECT'S consultants and subcontractors for work performed but not invoiced during the period for which payment was received.

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an appropriation by the Board.

XI. PERTINENT REFERENCE MATERIAL

The COUNTY will make available to the ARCHITECT for review full information regarding the requirements of the project as reasonably requested by the ARCHITECT. The information availability requirements will in no way obligate the COUNTY to reproduce and/or create requested data. However, the COUNTY will allow the use of space at its location for review of information at its disposal.

XII. COUNTY REPRESENTATIVE

The County Representative, or his/her designated representative, shall have final decision authority on behalf of the COUNTY for all aspects of the project(s), including general direction, review, and approval of the services provided.

XIII. INSURANCE

The ARCHITECT shall maintain insurance coverage as specified in the RFQ, which said RFQ is incorporated by reference and made a part hereof. An insurance certificate consistent with the provisions of the RFQ shall be provided to the COUNTY prior to the issuance of the Notice to Proceed and commencement of any Work Order Assignments. Should the ARCHITECT receive a notice from the insurer that the coverage has been altered, terminated or non-renewed, for the insurance identified in the certificate or any other certificate subsequently provided to the COUNTY, the ARCHITECT shall promptly provide a copy thereof to the County Representative and

show such alternative insurance coverage from an insurer acceptable to the County Representative conforming to the minimum requirements of the RFQ, and provide proof thereof to the County Representative by appropriate certificate issued by the insurer.

XIV. MAINTENANCE AND ACCESS OF RECORDS

The COUNTY shall have access to all records pertaining to this project during the term of the Agreement and for three years following Agreement completion, or through the conclusion of any litigation between the parties concerning this Agreement or any work performed hereunder, whichever is later. The ARCHITECT is required to make this provision a part of any subcontract entered into for the purposes of performance under this Agreement.

XV. PUBLIC RECORDS LAW

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

- (a) Keep and maintain public records required by the County to perform the services required under the Agreement;
- (b) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the ARCHITECT does not transfer the records to the County; and
- (d) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the ARCHITECT or keep and maintain public records required by the County to perform the services. If the ARCHITECT transfers all public records to the County upon completion of the Agreement, the ARCHITECT shall destroy any duplicate public records that are exempt or confidential and exempt from public records

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

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

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

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

IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARCHITECT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 278-4754, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.

XVI. TERMINATION

The COUNTY shall have the right at any time upon thirty (30) calendar days written notice to the ARCHITECT to terminate the services of the ARCHITECT and, in that event, the ARCHITECT shall cease work and shall deliver to the COUNTY all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the ARCHITECT in connection with its services. The COUNTY shall, upon

receipt of the aforesaid documents, pay to the ARCHITECT and the ARCHITECT shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Work Authorizations, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments.

In the event that the ARCHITECT has abandoned performance under this Agreement, then the COUNTY may terminate this Agreement upon three (3) calendar days written notice to the ARCHITECT indicating its intention to do so. The written notice shall state the evidence indicating the ARCHITECT'S abandonment. The ARCHITECT shall remain liable to the COUNTY for any and all damages to the COUNTY arising out of such default.

The COUNTY reserves the right to terminate and cancel this Agreement in the event the ARCHITECT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of the ARCHITECT'S creditors.

XVII. SUBCONTRACTS

Any work or professional services subcontracted for by the ARCHITECT for which the County has agreed to reimburse the ARCHITECT shall not be marked-up, but shall be payable by the County only in the exact amount reasonably incurred by the ARCHITECT. No other such subcontracted services shall be reimbursed.

XVIII. TAX EXEMPT

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

XIX. APPROPRIATION OF FUNDS

The ARCHITECT acknowledges that in the budget for each fiscal year of the County during which the term of the Agreement is in effect a limited amount of funds are appropriated which are available to make payments arising under the Agreement. Any other provisions of the Agreement to the contrary notwithstanding, and pursuant to the provisions of Section 129.07, Florida Statutes, the maximum payment that the County is obligated to make under the Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.

XX. SCRUTINIZED COMPANIES

In accordance with Section 287.135, Florida Statutes, the COUNTY shall have the option of terminating this Agreement, if the ARCHITECT is found to have submitted a false certification as provided under 287.135(5) attached hereto as Exhibit 3; been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or been engaged in business operations in Cuba or Syria.

XXI. CHOICE OF LAW/FORUM

The COUNTY and the ARCHITECT both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the law of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Agreement or regarding the rights, remedies, obligations, or liabilities of the parties arising under this Agreement, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claim, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

XXII. SEVERABILITY

In the event one or more provisions of this Agreement are declared invalid, the balance of this Agreement shall remain in full force and effect.

XXIII. PERFORMANCE EVALUATION

A work performance evaluation will be conducted periodically at the completion of each assigned project.

XXIV. GENERAL CONDITION

This Agreement constitutes the entire agreement between the COUNTY and the ARCHITECT and supersedes all prior written or oral understandings between the parties. This Agreement may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

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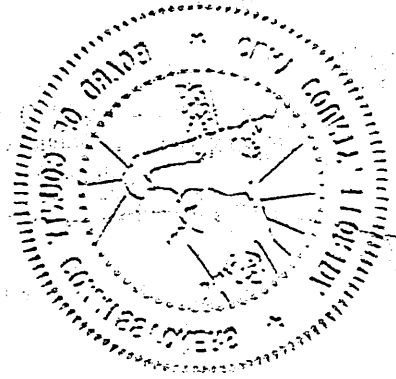
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Any reference to a specific provision of the Florida Statutes in this Agreement shall mean that said provision shall by reference be made a part of this Agreement as though set forth in full herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date and year first written above.

ARCHITECT:

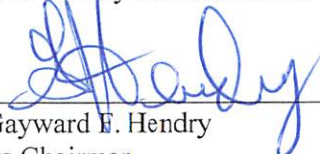
DASHER HURST ARCHITECTS, P.A.

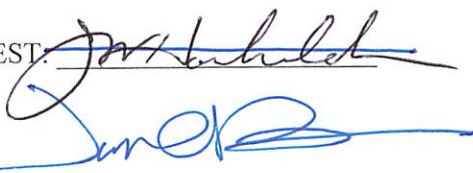


BY: THOMAS E. HURST
[print name]

Its PRINCIPAL

CLAY COUNTY, a political subdivision of the State of Florida by and through its Board of County Commissioners

BY: 
Gayward E. Hendry
Its Chairman

ATTEST: 

Joseph G. Dasher


ATTEST: 
Howard Wanamaker,
County Manager and Clerk of the
Board of County Commissioners

EXHIBIT 1

General Scope of Services for Continuing Architectural Services

General Scope Statement

Clay County is seeking to obtain the services of one or more Architect Firm(s) to perform on a continuing basis, i.e. two (2) year term with an option of two (2) one year extensions. Should two be selected, one will be considered primary and the other secondary. The Architects shall provide and perform the following professional services which shall constitute the general scope of services under the covenants, terms, and provisions of this request for qualifications. The continuing contract(s) will be used for general architectural design services for the County and will cover all aspects of project design for future County facilities including parks or renovations to existing facilities. Anticipated services required but not limited to: projects, studies and master planning, design services, plan updates, and preparation and distribution of bid/contract documents. Consultants will also be required to provide an engineer's estimate (construction cost) for each proposed project. Individual projects assigned by work order will be miscellaneous in scope, of varied size and complexity as required by Clay County. The successful firm will be required to have the ability to take these projects from initial identification through the completion of construction. There is no guaranteed amount of work for this solicitation. Contract can be utilized by any and all County Departments.

Project Scope of Work

The selected Architect(s) will be required to provide professional architectural and consulting services to be specified more fully in a continuing contract agreement to be negotiated after selection. For each individual project, the exact scope of work and fee will be issued and described by Work Order. It shall be understood, prior to the authorization of any project, the Architect will prepare a detailed scope of work, consulting fee, and project schedule for the County's consideration. **A work performance evaluation will be conducted periodically and at the completion of each various project.**

Work projects may involve one or more of the following: Electrical Design and Evaluation, Architectural Design and Evaluation, HVAC Design and Evaluation, HVAC Modifications, Energy Conservation Evaluation, Planning, Permitting, Financial Reports and Miscellaneous Studies, Other Remodel or New Projects as needed.

Consultants should anticipate the need for Architectural Design as well as sub consultant work for various engineering fields involved in site development and building construction which include but are not limited to civil, structural, and mechanical engineering.

Anticipated Specific Projects Include:

Fairgrounds Improvements

Natural Resource Education Building in Fleming Island

Various repair / remodel projects

Various Park projects

EXHIBIT 2

Truth-in-Negotiation Certification

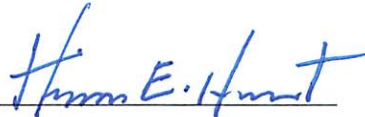
**PROFESSIONAL ARCHITECT CONTINUING SERVICES AGREEMENT
CLAY COUNTY, FLORIDA**

In compliance with Section 287.055(5)(a), Florida Statutes, Dasher Hurst Architects, a Florida corporation (the ARCHITECT), hereby certifies, covenants and warrants that all wage rates and other factual unit costs supporting the compensation payable by Clay County, a political subdivision of the State of Florida (the COUNTY), to the ARCHITECT under the Professional Architectural Continuing Services Agreement for Architectural Services, as set forth in Exhibit 4 of the Agreement, are accurate, complete, and current at the time of negotiating and entering into the Agreement, and that any other factual units costs that may be furnished to the COUNTY in the future to support any additional compensation that may be authorized under the Agreement will also be accurate and complete. The ARCHITECT agrees that the compensation originally specified in the Agreement and any additional compensation that may be authorized in the future shall be adjusted to exclude any significant sums by which the COUNTY determines such compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

ARCHITECT:

Dasher Hurst Architects

(Corporate Seal)

By: 

[Print Name] THOMAS E. HURST
Its President

ATTEST for the ARCHITECT:



[Print Name] JOSEPH G. DASHER
Its Secretary

EXHIBIT 3

Scrutinized Companies Certification

[Clay County: Professional Architectural Continuing Services Agreement]
INSERT PROJECT NAME

Name of Company:¹ Dasher Hurst Architects

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and is not engaged in business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

Dasher Hurst Architects

(Seal)



By: THOMAS HURST

Its PRINCIPAL

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

EXHIBIT 4

Hourly Fee Schedule

Dasher Hurst Architects



DASHER HURST
A R C H I T E C T S
 1022 Park Street, Suite 208
 Jacksonville, FL 32204

FEE SCHEDULE FOR DASHER HURST ARCHITECTS
 11/18/2019

Project **CLAY COUNTY CONTINUING ARCHITECTURAL SERVICES CONTRACT**
 RFQ #18/19-36

Dasher Hurst Architects (Architect)

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal / Engineer	\$64.90	150%	\$182.25	10%	\$178.48
Project Manager	\$52.88	150%	\$132.20	10%	\$145.42
Architect	\$48.07	150%	\$120.18	10%	\$132.19
Interior Designer	\$45.67	150%	\$114.18	10%	\$125.59
Architect Intern	\$39.66	150%	\$99.15	10%	\$109.07
CAD Technician	\$31.25	150%	\$78.13	10%	\$85.94
Clerical	\$24.25	150%	\$60.63	10%	\$66.69

G.M. Hill Engineering, Inc. (Structural Engineer)

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal / Engineer	\$67.45	150%	\$168.63	10%	\$185.49
Senior Structural Engineer	\$60.82	150%	\$152.05	10%	\$167.26
Registered Structural Engineer	\$52.60	150%	\$131.50	10%	\$144.65
Structural Intern	\$40.86	150%	\$102.15	10%	\$112.37
Senior Structural Technician	\$33.22	150%	\$83.05	10%	\$91.36

Powell & Hinkle Engineering (MEP Engineer)

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal / Engineer	\$61.82	150%	\$154.55	10%	\$170.01
Senior Registered Engineer	\$52.73	150%	\$131.83	10%	\$145.01
Project Manager	\$43.74	150%	\$109.35	10%	\$120.29
Registered MEP Engineer	\$40.00	150%	\$100.00	10%	\$110.00
Engineers (EIT)	\$36.37	150%	\$90.93	10%	\$100.02
Senior Designers	\$34.55	150%	\$86.38	10%	\$95.01
Designers & CAD Operators	\$27.28	150%	\$68.20	10%	\$75.02
Clerical	\$20.00	150%	\$50.00	10%	\$55.00

Michele Age, P.E. (Civil Engineer)

Employee	Unloaded Hourly Rate	Overhead (%)	Unloaded Rate + Overhead	Profit (%)	Rate
Principal / Engineer	\$60.00	130%	\$138.00	10%	\$151.80
Designer	\$33.50	130%	\$77.05	10%	\$84.76
CAD Technician	\$25.00	130%	\$67.50	10%	\$83.25
Clerical	\$12.00	130%	\$27.60	10%	\$30.36

EXHIBIT 5

WORK ORDER ASSIGNMENT NO. _____
CONTRACT / AGREEMENT NO. 19/20-_____

Page X of X

TO: ARCHITECT NAME
ARCHITECT ADDRESS

FROM:

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

- EXHIBIT A: BASE AUTHORIZATION I.D.**
- EXHIBIT B: SCOPE OF WORK**
- EXHIBIT C: HOURLY RATE SCHEDULE**
- EXHIBIT D: PROJECT SCHEDULE**
- EXHIBIT E: FEE SUMMARY**

FEE TYPE: HOURLY NOT TO EXCEED - \$ _____
FEE SCHEDULED BASED LUMP SUM - \$ _____

Project Summary Table

<u>NTP Date</u>	<u>Number</u>	<u>Description</u>	<u>Fees</u>

ARCHITECT NAME

CLAY COUNTY

By: _____

By: _____
Howard Wanamaker, County Manager

Date: _____

Date: _____