

AGREEMENT

THIS AGREEMENT dated this 27th day of May, 2008, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and EMO ARCHITECTS, INC., hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide professional architectural and interior design services to the County in accordance with Leon County Request for Proposals (RFP) number BC-11-29-07-04, said RFP being incorporated into this Agreement as Exhibit A, which is attached hereto and as if fully set out herein, but only to the extent it is not inconsistent with the Agreement. Further, all work shall be performed consistent to the Leon County Facilities Management Professional Services Guidelines.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME:

The Agreement shall be for a period of two (2) years, commencing on June 1, 2008, and shall continue until May 31, 2010. After the initial two (2) year period, at the sole option of the County, this Agreement may be extended for no more than two additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for the project costs agreed to between the Contractor and the County, in writing, and stated in the Notice to Proceed. The project costs shall be based upon the rate schedule contained in the Contractor's cost proposal, Exhibit B, which is attached hereto and incorporated herein, but only to the extent it is not inconsistent with provisions of the Agreement.

5. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

6. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

7. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's costs.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
- 3) Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.
- 4) Professional Liability Insurance, including errors and omissions: for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Respondent may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a) The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of

the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

- b). The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

9. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

10. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, its officials, officers and employees from and against all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fee, to the extent caused by negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this agreement.

The County may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that the sum of ten dollars (\$10.00) of the amount paid to the Contractor constitutes sufficient consideration for the Contractor's indemnification of the County, its officials, officers and employees..

The Contractor shall be liable to the County for any reasonable costs incurred by it to correct, modify, or redesign any portion of the project, which is the subject of the services provided under this Agreement, that is found to be defective or not in accordance with this Agreement, as a result and to the extent caused by the negligence, recklessness, or intentional wrongful conduct on the part of the Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and

any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.

- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or other) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working for the architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

18. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

19. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

20. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

21. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

ARCHITECT

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

LEON COUNTY, FLORIDA

BY: _____
Jane G. Sauls, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

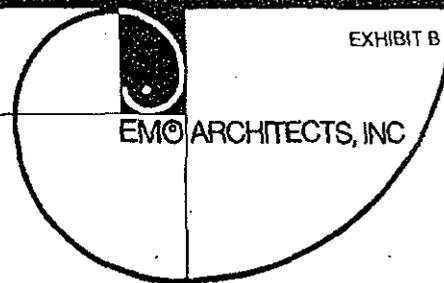
By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

7 May 2008

Mr. John Ward, P.A.
Construction Manager
Leon County Facilities Management
1907 S. Monroe Street
Tallahassee, Florida 32301



Reference: Leon County
Architectural and Interim Design Services
Continuing Supply 2008-2010
Leon County Number: BC-11-29-07-04
EMO Project Number E144.07 / File 010

Hand Delivered

Dear Mr. Ward:

Pursuant to your request, please find attached the EMO/ARCHITECTS, INC. Rate Schedule with the effective date of 1 July 2008.

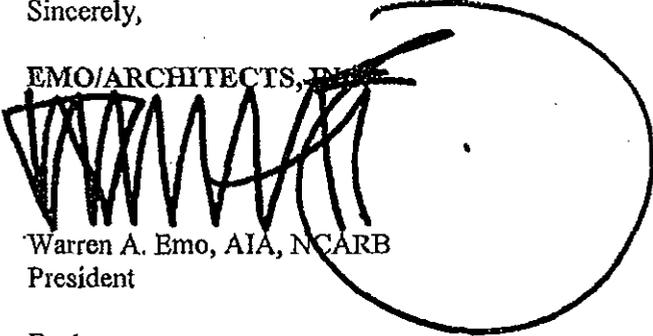
The Rate Schedule is being provided for the referenced project with rates for the initial two (2) year base contract and for each of the one (1) year option years.

If you require additional information, please don't hesitate to contact us.

We appreciate being notified that we were selected for the project and we appreciate the opportunity to be of continued service to Leon County.

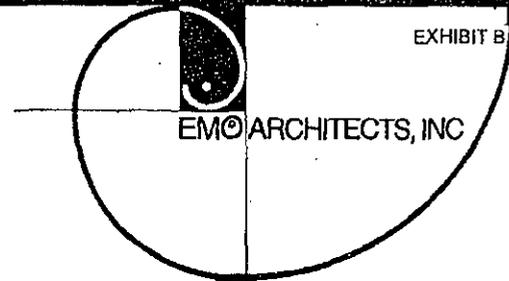
Sincerely,

EMO/ARCHITECTS, INC.


Warren A. Emo, AIA, NCARB
President

Enclosure

1128 Thomasville Road
Tallahassee, Florida 32303-6272
<http://www.emo-aro.com>
e-mail: emo@emo-aro.com
Telephone: 850.222.8000
Facsimile: 850.222.8007
FL # AAC001821
GA # 006998
TX # 15374



Leon County
Architectural and Interior Design Services; Continuing Supply
Proposal Number: BC-11-29-07-04
EMO Project Number E144.07/010
EMO/ARCHITECTS, INC.
PROFESSIONAL SERVICES
RATE SCHEDULE

Effective 1 July 2008

	Base Contract 7/1/08 – 7/1/10	Option Year 1 7/1/10 – 7/1/11	Option Year 2 7/1/11 – 7/1/12
Principal / Registered Architect	\$136.00	\$142.00	\$148.00
Registered Architect	\$92.00	\$96.00	\$100.00
Graduate Staff	\$76.00	\$79.00	\$82.00
Designer	\$54.00	\$56.00	\$58.00
Clerical	\$38.00	\$40.00	\$42.00

All other Personnel shall be computed on the basis of Direct Personnel Expense times three point zero (3.0). Compensation for services rendered as an expert witness and/or services provided associated with a legal or administrative proceeding shall be provided at a rate of \$300.00/hour.

Compensation shall be based upon the actual hours expended by EMO/ARCHITECTS, INC. in the interest of the project in accordance with the Rate Schedule outlined above, plus customary reimbursable expenses at cost times one point two (1.2).

Services of Consultants including Civil, Structural, Mechanical, and Electrical Engineering or other required special Consultants, if required, shall be provided based upon a Lump Sum Fee Basis or on an Hourly Basis, in accordance with the Consultants Standard Professional Services Rate Schedule times a multiple of one point two (1.2).

Compensation shall be payable monthly based upon actual hours expended in accordance with the current rates plus reimbursable expenses. Payments are due and payable thirty (30) days after the invoice date. Thirty (30) days after the invoice date interest at one point five (1.5) percent per month shall accrue on the unpaid balance.

The Client shall be liable for all costs incurred by EMO/Architects, Inc. in the enforcement of the Professional Services Authorization Agreement, including but not limited to all costs incurred for collection, legal costs, professional service costs and attorney fees whether incurred by Court action or not.

The Rate Schedule for the Initial base contract term is effective as of the date of this schedule through 1 July 2010.

1126 Thomasville Road
 Tallahassee, Florida 32303-6272
<http://www.emo-aro.com>
 e-mail: emo@emo-aro.com
 Telephone: 850.222.8000
 Facsimile: 850.222.8007
 FL # AAC001821
 GA # 006998
 TX # 16374

Moore Bass Consulting, Inc.
Hourly Rates

Engineering Services

Senior Partner	\$220.00	Sr. Transportation Planner	\$138.00
Principal / Professional Engineer	\$185.00	Transportation Planner I	\$60.00
Sr. Project Manager	\$185.00	Engineer Intern IV	\$116.00
Project Manager	\$165.00	Engineer Intern III	\$102.00
Sr. Planner	\$149.00	Engineer Intern II	\$88.00
Sr. Professional Engineer	\$149.00	Engineer Intern I	\$66.00
Project Manager/Professional Engineer	\$132.00	CAD Designer II	\$88.00
Professional Engineer	\$115.00	CAD Designer I	\$77.00
Civil Designer IV	\$121.00	CAD Technician II	\$82.00
Civil Designer III	\$110.00	CAD Technician I	\$70.00
Civil Designer II	\$102.00	CAD Draftsman II	\$55.00
Civil Designer I	\$94.00	CAD Draftsman I	\$44.00
Construction Administrator	\$75.00		

Landscape Architecture Services

Landscape Architect II	\$132.00	Landscape Designer	\$82.00
Landscape Architect I	\$110.00	Landscape Designer II	\$90.00
Landscape Technician	\$66.00		

Environmental Services

Sr. Biologist	\$132.00	Biological Scientist III	\$105.00
Certified Erosion Control Specialist	\$105.00	Biological Scientist II	\$82.00
Biological Technician	\$65.00	Biological Scientist I	\$71.00

Survey Services

Survey Department Manager	\$165.00	Survey Party Chief IV	\$85.00
Sr. Registered Land Surveyor	\$130.00	Survey Party Chief III	\$70.00
Registered Land Surveyor	\$85.00	Survey Party Chief II	\$60.00
Sr. Survey Project Manager III	\$125.00	Survey Party Chief I	\$50.00
Sr. Survey Project Manager II	\$115.00	Survey Field Technician III	\$50.00
Sr. Survey Project Manager	\$100.00	Survey Field Technician II	\$45.00
Survey Project Manager	\$85.00	Survey Field Technician I	\$42.00
Survey Office Technician V	\$100.00	Survey Field Coordinator III	\$85.00
Survey Office Technician IV	\$84.00	Survey Field Coordinator II	\$70.00
Survey Office Technician III	\$70.00	Survey Field Coordinator I	\$55.00
Survey Office Technician II	\$60.00		
Survey Office Technician I	\$50.00		

Survey Specialties

GPS (2-man)	\$160.00	Robotics (1-man)	\$95.00
GPS (1-man)	\$100.00		

Production Services

Permit Specialist II	\$75.00
Permit Specialist I	\$65.00
Permit Manager	\$75.00
Production Manager	\$135.00
Production Assistant II	\$45.00
Production Assistant I	\$40.00
Expert Witness	\$350.00

Specialized Equipment

Polaris ATV	\$100.00 per day
Boston Whaler Boat	\$760.00 per day

Plus all direct expenses including travel, subsistence, and out-of-pocket expenses, times 1.20.
For services in court, a minimum of eight hours will be charged for each day of appearance.
For use of Specialized Equipment, fee shown is per day.

Effective January 25, 2008

EXHIBIT A - HOURLY BILLING RATES

Project: Leon County Continuing Services

Date: May 6, 2008

<u>Title</u>	<u>Hourly Billing Rate</u>
Principal	\$205/Hour
Associate Principal	\$160/Hour
Project Manager/Sr. Engineer	\$140/Hour
Project Engineer	\$105/Hour
Engineer	\$85/Hour
CAD Manager	\$110/Hour
Senior CAD Operator	\$85/Hour
CAD Operator	\$65/Hour
Administrative Assistant	\$65/Hour
Clerical	\$55/Hour

Rates subject to annual adjustment, starting December 31, 2008.

Initials



**Barkley Consulting Engineers, Inc. Hourly Rates
Schedule of Professional Services**

Effective January 1, 2008

Senior Engineer / Principal	\$125 / Hour
Project Engineer	\$100 / Hour
Project Manager	\$ 85 / Hour
Junior Engineer	\$ 75 / Hour
CAD Drafting Personnel	\$ 50 / Hour
Inspector	\$ 50 / Hour
Administrative Support Personnel	\$ 40 / Hour

Direct Charges

Mileage	\$.41 / mile
Travel Expenses	Cost + 10%
Long Distance Telephone	Cost + 10%
Express Shipping / Postage	Cost + 10%
Reproduction Services	Cost + 10%
Photographs	Cost + 10%

No charge for miscellaneous direct expenses such as local telephone, facsimile, reasonable copying, reproduction and expendables.

Hourly rates will escalate at a rate of 5% per position each year following original contract date.