

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO. 19-R00110/PH**

THIS Agreement made and entered into this 14th day of APRIL, 2020
by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 20 N. Main St., Brooksville,
Florida, a political subdivision of the State of Florida, hereinafter called the County and Mason Blau & Associates,
Inc., 4625 East Bay Drive, Suite 228, Clearwater, FL 33764, duly authorized to conduct business in the State of
Florida, hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Architectural and Engineering Services for Judicial Renovations

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.
Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within three (3) years or through construction completion, whichever is greater from the date of issuance of the Purchase Order and /or Notice to Proceed.

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

SECTION 9. The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
 - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
 - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he 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

Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement 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.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement 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 Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. 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 Professional and other persons employed or utilized by Professional in the performance of the Contract.

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 20 N. Main St., Room 460, Brooksville, FL 34601.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be

litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020; and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

Contractor/Consultant/Professional is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

MARCH, 2020

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 26. TRAVEL

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

SECTION 27.

Attachments:

Exhibit "A" Scope of Services

Exhibit "B" Schedule of Rates (To be provided at Contract award)

Exhibit "C" Certificate of Insurance (To be provided at Contract award)

Exhibit "D" Notice to Proceed (To be provided at Contract award)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

for Attest: Hilde Kurgie, D.E. Date: 4/14/2020
Douglas A. Chorvat, Jr., Clerk of Circuit Court

[Signature]
John Mitten, Chairman

Date: 4-14-2020

(MASON BLAU & ASSOCIATES, INC.)

Witness Tammy L. Friss
Tammy L. Friss, Office Mgr.

By [Signature]
Printed Name and Title of Professional

MICHAEL R. MASON, PRESIDENT



SCOPE OF SERVICES:

1. BASIC SERVICES:

The architect's basic services shall include review of all material documents previously completed by Mason Blau & Associates and Cardno for the purpose of becoming familiar with the objectives and intent of the project. The architect shall utilize the existing plans which are currently at approximately 10% -25% to develop final plans to complete the remaining three phases approved by the Chief Judge of the Fifth Judicial Circuit. These plans shall include architectural, structural, mechanical, electrical, civil engineering, interior design including furniture, fixtures and equipment (FF&E), and construction cost estimating for the design and construction necessary to complete the project. The architect shall design a fully functional plan, including completed master plans for the proposed improvements.

The architect will meet with the construction team to develop a schedule for the project, and finalize fees for the schematic design, design development, construction document phases of the project, as well as anticipated reimbursable expenses. The schedule will include milestones dates for the phases of work as well as progress meetings.

2. PHASES:

The project plans should include a phased approach and anticipate predominantly night-time work. The phases by order of importance and completion are as follows:

PHASE I: Creation of the secure corridors and installation of the Judicial elevator.

PHASE II: Second (2nd) floor courtrooms (courtrooms J, K and I)

PHASE III: First (1st) floor courtroom, new entrance building and handicap parking loop (courtroom H and the new entry).

PHASE IV: Design options of the sally port/holding cells into the current areas utilized by facilities on the ground level.

3. SCOPE:

The scope of the project will involve the Basement, First, Second, Third, and Fourth floors. The installation of a new secure holding elevator in a new hoist way shaft is required and will involve all floors. The general organization of spaces will be maintained in the renovations, except on the First and Second floors where significant renovations will occur to construct new courtrooms and chambers. Some rooms are repurposed or reconfigured to address the operational and circulation requirements of the new construction. New wall, floor, and ceiling finishes shall be installed at all renovated rooms on all floors, except the existing inmate holding areas. The intent is also for all building systems to be upgraded in the renovated rooms at all floors. Badge access to be added to all judicial suites and areas, including those not included in renovation. Secure corridors will be added or modified on all floors.

Basement Level: The Basement Level work will include renovating the existing In-Custody Elevator and reassigning it to become the Judge's Secure Elevator with access to a new Judge's Elevator Lobby which will open to or be entered from the Basement Level Parking Garage. The Basement Level Parking Garage under the Judicial Wing will be permanently reassigned as Judge's Secure Parking with fifteen (15) dedicated parking spaces. The Sheriff's Office Basement Level, where the In-Custody Holding Area and holding cells are located, will be renovated to receive a new In-Custody Secure Elevator and associated new Elevator Machine Room. The holding cells will be partially renovated to accept the new elevator. The lawyer visitation space will be demolished and removed.

Basement Level - New Ground Floor Main Entrance and Handicap Parking Loop: Phase I schematics completed by Cardno Engineering and Mason Blau & Associates. This project is

approximately 25% complete – preliminary design approved. Schematic design, renderings and construction cost estimating were completed. Reports and drawings are classified information and will be available to view at the pre-submittal meeting. Tasks include:

1.0 Demolition Activities:

- 1.1 Entrance stairs from the ground floor to the 1st Floor Entrance including all concrete decks, sidewalks, brick walls/columns and concrete below stairs on ground floor;
- 1.2 Law Library extension which is also the first floor balcony and the 8 (eight) acrylic skylights above it;
- 1.3 First (1st) Floor automatic storefront doors and two sets of storefront double doors, replace with storefront windows to match existing.
- 1.4 Remove East Courtyard and associated concrete walls & sidewalks, brick walls and landscaping;
- 1.5 Remove a portion of one (1) parking island and landscaping for realignment and widening of the Broad Street entrance and drive across the front of the building;
- 1.6 Remove wheel stops and parking striping/signage to create a truck parking/delivery land for tractor trailers;
- 1.7 Remove landscape sprinkler system throughout demolition area, as-needed.
- 1.8 Stormwater drains and pipes will need to be relocated underneath stairs and courtyard area.

2.0 Civil Design Limits:

- 2.1 Widen Broad Street entrance driveway to align with Magnolia Street
- 2.2 Modify existing internal drive isle to accommodate new entrance;
- 2.3 Create new sidewalk connection to new building entrance from the parking lot and Broad Street;
- 2.4 Create handicap parking spaces adjacent to building based on site availability;
- 2.5 Create a loop driveway to access the new handicap spaces with a curbed flag pole island;
- 2.6 Prepare code-minimum landscape plan for the new handicap parking areas;
- 2.7 Adjust existing landscape islands (including existing sprinkler system) and sidewalks, as needed;
- 2.8 Provide new sprinkler system to all landscaped and grassed areas;
- 2.9 Relocate existing flagpole and provide lighting;
- 2.10 Add parking lot lighting to new handicap area (Duke Energy);
- 2.11 Add signage adjacent to the entrance drive and to the new sidewalk entrance;
- 2.12 Create new tractor trailer delivery parking lane in place of the existing handicap and unloading parking area, east of the garage entrance;
- 2.13 Prepare paving, grading and drainage plan for new building, parking and entrance drive areas;
- 2.14 Adjust existing utilities in-place or coordinate relocation with utility provider. Existing utilities are not entirely known within the project limits.
- 2.15 Provide sufficient amount of open space and landscaping per City of Brooksville, ordinance/code.

3.0 Architectural Design:

- 3.1 Create a new building/extension, (Option 3 of the schematic) with new roof east of the existing Law Library with a 12' ceiling height. Evaluate existing lighting, HVAC and fire system to see if connection to new building is possible. This will be the new ground floor entrance for the Government Center and will house three security stations. The east face of the new addition will be constructed of 12' tall storefront windows and two sets of automatic double doors. There must be enough space for several employees and citizens entering the building at the same time. Also include a large canopy (Option 3 perspective), in front of the building and extend it east

- towards the parking area to provide good coverage for staff and citizens. The main entrance must be visible from the road and complete with signage showing the new entrance;
- 3.2 Coordinate all IT needs with Hernando County's Tech Services and Court IT Departments;
 - 3.3 Replace 1st floor automatic storefront doors and regular doors (removed in demolition above) with storefront windows;
 - 3.4 Renovate the existing Law Library, Mail Room, Clerk Storage, ADA entrance, ramps and elevator hallway to provide an open concept floor plan with easy access to the existing elevators and new ADA restroom. The design needs to include:
 - 3.4.1 Mail Room,
 - 3.4.2 Information Desk,
 - 3.4.3 Storage Area for the Clerk,
 - 3.4.4 Storage Area for the Facilities Department,
 - 3.4.5 Office for Sheriff with visibility and access to the Security Stations,
 - 3.4.6 Revised ramps as needed for access,
 - 3.4.7 Unisex ADA Restroom and hi-lo water fountain,
 - 3.4.8 Enlarge the area in front of elevators
 - 3.4.9 If possible, raise the existing ceiling in the information desk area and elevator hallway (8'-8" high).
 - 3.5 Repair and patch the existing Government Center where required at the new entrance. This includes new window glazing to match existing, the demolished balcony area, and existing brick walls in the scope of work;
 - 3.6 Add signage and logo to the new entrance (on the building);
 - 3.7 Include in specifications painting the entire Government Center;
 - 3.8 Provide sufficient amount of open space and landscaping per City of Brooksville ordinance/code.

Report – Phase I: Civil – Scope and Existing Conditions

Hernando County Task Assignment No. 28 includes Architectural, Engineering, Schematic and Cost Opinion services for a new building entrance, interior improvements, canopy walkway and associated surface parking at the Government Center building located at 20 N. Main Street, Brooksville, Florida. Schematic plans include removal of the existing elevated walkway entrance and plaza located on the east side of the building. A new entrance concept has been developed that relocates the existing entrance to the ground level. Further, the scope includes a handicap surface parking area adjacent to the new entrance and canopy walkway. Site improvements also include realigning the entrance from Broad Street, designating a new loading area, curbing and pavement improvements, new monument sign and associated landscaping.

The site civil scope was limited to preparation and coordination of Schematic Demolition, Site and Drainage plans. Site demolition includes removal of the existing plaza components including stairs, elevated walkway, sidewalk, planters and other site amenities in the vicinity of the proposed parking area. Also, some utility relocations will likely occur within the plaza area based on site observations. The site plan improvements include a new asphalt parking lot with eight (8) ADA spaces, accessible sidewalk routes to the new entrance, curbing, regrading and paving existing drive isles and loading areas. Stormwater improvements include two (2) ditch bottom inlets to serve the new parking lot and a conveyance storm pipe tied to an existing on-site inlet. Rain leaders shall be coordinated with the architect to capture runoff from the canopy and entrance addition. Landscaping will be provided within the parking lot islands and shall be consistent with existing planted material to remain. Other site amenities including flag poles and monument signs are also shown on the schematic plans.

Proposed improvements require permits from the City of Brooksville. Further, a new or modification to an existing Southwest Florida Water Management District Environmental Resource Permit will be required to account for additional impervious areas (i.e., parking lot and building addition).

END OF PHASE I

Basement Level – New Ground Floor Main Entrance and Handicap Parking Loop: (Phase II proposed) Design Development, Construction Documents, Permitting and Post Design Services.

Phase II Scope of Work – Continuation of project included Design Development, Construction Documents, Permitting and Post Design Services task order was not continued but included:

4.0 Structural Engineering:

- 4.1 Includes a predesign site visit to spot check existing conditions and a concept design with input provided as required (no drawings).
- 4.2 Includes structural drawings and specifications in complete support of the architect design.
- 4.3 Includes a shop drawing review and contractor's RFI's. This phase includes site visits for construction observation.

5.0 Mechanical, Plumbing and Fire Protection:

5.1 Mechanical

- 5.1.1 Complete design of heating and air conditioning systems for the addition and area of renovation only, HVAC system design includes plans, schedules, sections and details;
- 5.1.2 Energy code calculations for the addition and area of renovation.

5.2 Plumbing

- 5.2.1 Plumbing design for restrooms and miscellaneous items, assuming that others will bring to utilities within five (5) feet of the building.

5.3 Fire Protection

- 5.3.1 Fire protection is limited to relocation of existing and addition of new sprinkler heads for a NFPA 13 compliant system.

5.4 General

- 5.4.1 Shop drawing review and telephone coordination during construction is included in the base fee.
- 5.4.2 One (1) set of redline comments is included. All revisions to comply with code comments are included in the base fee.
- 5.4.3 Site inspections and job meetings during construction are included in the base fee.

6.0 Electrical Engineer

The Scope of Work includes the electrical engineering services needed for design of a new main entrance and parking lot revisions to improve entrance into the existing building and site. The work for this phase of the project will include the electrical engineering needed to design the accepted remodeling in the building and on the site. Review of the shop drawing submittals will also be done. Construction administration services, including site visits, and required during construction and in-house correspondence, as well as written responses to RFI's and field questions will also be provided.

7.0 Survey

Prepare topographic survey for the portion of the subject property to be improved. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;

- 7.1 Elevations shall be measured at an approximate grid of fifty (50) feet, together with observed grade breaks.
- 7.2 Elevations shall be collected in a manner sufficient to generate one (1) foot contours.
- 7.3 Elevations shall be referenced to the North American Vertical Datum of 1988.
- 7.4 Visible evidence of utilities shall be located. Pipe materials, sizes, and elevations shall be determined where accessible.
- 7.5 Those trees within the subject property that are four (4) inches Diameter at Breast Height (d.b.h.) and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (exempt trees per

Hernando County Tree Ordinance are not included).

- 7.6 Provide with up to four (4) signed and sealed copies, and electronic PDF and AutoCAD 2018 file of the survey.

8.0 Geotechnical Engineer

- 8.1 To investigate subsurface soil and groundwater conditions within the proposed new foundation areas, two (2) Standard Penetration Test (SPT) borings are planned. The SPT borings will be conducted to a depth of thirty (30) feet below grade which should be sufficient depth based on the anticipated foundation loads.
- 8.2 In addition, three (3) hand auger borings within the parking and walkway areas beyond the building are also proposed. These borings will be terminated at a depth of six (6) feet below grade. An infiltration test will also be performed within the area of the proposed stormwater management system.

9.0 Asbestos Assessment

Asbestos is well recognized as a health hazard and is highly regulated. The United States Environmental Protection Agency (EPA) and the United States Occupational Safety Health Administration (OSHA) asbestos regulations are intertwined in this area. The EPA National Emissions Standard for Asbestos (NESHAP) Standard, 40 CFR 61, Subpart M, regulates the disposal, demolition and renovation of asbestos-containing material (ACM), which have an asbestos concentration of greater than one percent (1%), by area. In addition, this rule requires friable ACM be point counted, by polarized light microscopy (PLM), to quantify asbestos in materials estimated to contain less than ten percent (10%) asbestos. The Engineer, via an EPA-accredited asbestos inspector, will perform the following tasks:

- 9.1 Perform a walk-through of the structure(s) and document the type of construction including HVAC and other building systems.
- 9.2 Perform the actual sample collection based on the observations made during the walk-through. Bulk samples will be obtained from building materials which are suspected to contain asbestos based on the past experience of the EPA accredited inspector.
- 9.3 Analyze the collected building material bulk samples for asbestos type and percentage of asbestos content using Polarized Light Microscopy. This method specifically identifies the crystalline forms of asbestos material such as chrysotile, amosite, crocidolite, anthophyllite, tremolite and actinolite.
- 9.4 Evaluate areas which have been determined by analysis to contain asbestos materials.

10. Site and Building Permits

The subject property is located within the City of Brooksville, FL and will require the following permits for the proposed building and parking lot improvements:

- 10.1 City of Brooksville Building Department – Demolition, Site and Building permits.
- 10.2 Florida Department of Transportation – Access, Drainage, and Utility permits for realignment of existing driveway improvements, stormwater connection and potential utility relocates within the right-of-way.
- 10.3 Southwest Florida Water Management District Environmental Resource Permit – major modification to existing permit.

General Scope of Services (Phase II proposed)

- 1.0 Schematic Design Confirmation – review drawings from Phase I. Develop the agenda, participate in the meeting, and develop and disseminate minutes to memorialize discussions and decisions.
- 2.0 Design Development Phase includes preparation of construction drawings, outline specifications and meetings with the County.
- 2.1 Deliverables to include hard copy sets of plans and electronic copy of the plans in PDF format.
- 3.0 Construction Document Phase includes preparation of construction drawings, specifications, cost estimate suitable for public Bidding.
- 3.1 Prepare sixty percent (60%) Construction Documents Design – Construction drawings, specifications, opinion of probable construction cost, and County meetings.
- 3.2 One Hundred percent (100%) Construction Documents – Final construction drawings,

specifications, cost estimate and permit applications.

- 4.0 Bidding/Negotiation Phase Services includes processing and administration of the public competitive Bid package, Pre-Bid meeting, responding to Bid questions, reviewing and tabulation of Bid proposals and recommendation of award.
- 5.0 Post Design Services includes a pre-construction meeting, shop drawing reviews, construction observation, field reports, pay request review and approval, substantial completion punch list and site visits by the architect.
- 6.0 Meetings and site visits.

First Floor:

The first-floor work includes demolition and removal of the Clerk of the Court office space and a portion of the Gallery seating in Courtroom D. Demolition will also need to occur in the holding area for the new in-custody secure elevator. The existing in-custody elevator will be renovated and reassigned into the Judge's secure elevator. This floor will be renovated to accommodate one (1) additional large courtroom for jury trials (Courtroom H), one (1) chamber suite, and one (1) jury suite. Existing Courtroom D will be slightly downsized. The holding area will be renovated and two (2) new holding cells will be added. Separate secure corridor circulation will be added for both the judges and in-custody.

Second Floor:

The second-floor work will include demolition and removal of the Clerk of the Court office space. Demolition will also need to occur to add a new holding area (note: holding does not currently exist on the second floor) for the new in-custody secure elevator. The existing in-custody elevator will be renovated and reassigned into the judge's secure elevator. An elevator stop and entry door will need to be added to the judge's secure elevator at this location because the existing in-custody elevator does not stop at this level. This floor will be renovated to accommodate two (2) additional large courtrooms for jury trials (Courtroom I, Courtroom K), one (1) small courtroom for family court (Courtroom K), four (4) chamber suites, and two (2) jury suites. The holding area will be renovated and two (2) new holding cells will be added. Separate secure corridor circulation will be added for both the judges and in-custody. The Judiciary would like this floor to mirror the existing third floor layout based on the existing conditions.

Third Floor:

The third-floor work includes demolition which will need to occur in the holding area for the new in-custody secure elevator. The existing in-custody elevator will be renovated and reassigned into the judge's secure elevator. The holding area will be renovated and two (2) new holding cells will be added. The adjacent judge's chambers suite next to the holding area will be partially renovated. Separate secure corridor circulation will be added for both the judges and in-custody. The balance of this floor, which is occupied by two (2) large courtrooms (Courtroom B, Courtroom C), that can accommodate juries, and one (1) small courtroom (Courtroom G) that can accommodate juries, should not be affected and are intended to remain occupied during construction.

Fourth Floor:

The fourth-floor work includes demolition which will need to occur in the holding area for the new in-custody secure elevator. The existing in-custody elevator will be renovated and reassigned into the judge's secure elevator. The holding area will be renovated and one (1) holding cell will remain. The adjacent jury suites next to the holding area will be partially renovated. Separate secure corridor circulation will be added for both the judges and in-custody. The balance of the floor which includes two (2) large courtrooms for jury trials (Courtroom E, Courtroom F) should not be affected and are intended to remain occupied during construction.

Exhibit "A"



MASON BLAU & ASSOCIATES, INC.

Architects, Planners AA 0002779
4625 East Bay Drive, Suite #228
Clearwater, FL 33764
(727) 530-0570
(727) 530-0672 fax

March 3, 2020

Ms. Dawn Davis
Hernando County Facilities
1525 East Jefferson Street
Brooksville, Florida
352/540-6574
DawnDavis@co.hernando.fl.us

Re: Proposal for Professional Services
Hernando County
Architectural and Engineering Services for the Judicial Renovations
Hernando County Government Center
20 N. Main Street
Brooksville, FL 34601
MBA No. 19555

Dear Ms. Davis:

Mason Blau & Associates, Inc. would like to thank you for the opportunity to present this proposal for professional services regarding the above referenced project.

PROJECT SCOPE

Our understanding of the summary of the project includes significant improvements to the Hernando County Government Center located at 20 N. Main Street in Brooksville, Florida. The main facility on campus is a five story building of approximately 154,000 gross sq. ft., and was originally completed in 1987. Hernando County intends to design, partially demolish, and renovate the Judicial Wing, and construct a new addition at the Main Entrance. Renovations totaling 20,405 square feet occur on five floors of the Judicial Wing. This renovation work includes provisions for a new vertical and horizontal secure circulation system, including a dedicated Judges secure elevator and new in-custody secure elevator and related holding areas. Once the Clerk of the Court vacates the Judicial Wing, four new courtrooms and associated chambers will be added to the First and Second Floors. The new Main Entrance occurs on the east side of the existing 5 acre site, and the new addition requires demolition of the existing plaza, monumental stairs, and entry bridge. The new addition includes revised vehicular traffic flow for eight (8) new ADA parking spaces, and revised pedestrian circulation to a new entrance canopy and lobby addition. Pedestrians will actually enter the addition at the Basement Level which is also the ground level on this side of the building. The new Lobby will be approximately 2,500 square

feet. The total scope for the site improvements affect approximately .7 acres of the east portion of the site.

Judicial Wing Narrative:

The scope of the renovations will involve the Basement, First, Second, Third and Fourth Floors. The installation of a new secure holding elevator in a new hoist way shaft is required and will involve all floors. The general organization of spaces will be maintained in the renovations, except on the First and Second Floors where significant renovations occur to construct the new courtrooms and chambers. Some rooms are repurposed or reconfigured to address the operational and circulation requirements of the new construction.

New wall, floor, and ceiling finishes shall be installed at all renovated rooms on all floors, except the existing inmate holding areas will remain and existing Courtroom D (First Floor) will remain, except where partial renovation is required. The intent is also for all building systems to be upgraded in the new renovated rooms at all floors. The new courtrooms will receive updated court technology systems. A new campus wide automated security system will be implemented with this project. It is assumed all portions of renovations of this project shall be constructed to comply with a sustainable building system, or a national model green building code.

Basement Level: The Basement Level work would include renovating the existing In-Custody Elevator and reassigning it to become the Judge's Secure Elevator with access to a new Judge's Elevator Lobby which would open to or be entered from the Basement Level Parking Garage. The Basement Level Parking Garage under the Judicial Wing would be permanently reassigned as Judge's Secure Parking with fifteen (15) dedicated parking spaces. The Sheriff's Office Basement Level, where the In-Custody Holding Area and holding cells are located, would be renovated to receive a new In-Custody Secure Elevator and associated new Elevator Machine Room. The holding cells will be partially renovated to accept the new elevator. The lawyer visitation space will be demolished and removed.

First Floor: The First Floor work includes demolition and removal of the Clerk of the Court office space and a portion of the Gallery seating in Courtroom D. Demolition will also need to occur in the Holding Area for the new In-Custody Secure Elevator. The existing In-Custody Elevator will be renovated and reassigned into the Judge's Secure Elevator. This floor will be renovated to accommodate one (1) additional large courtroom for jury trials (Courtroom H), one (1) chambers suite, and one (1) jury suite. Existing Courtroom D will be slightly downsized. The Holding Area will be renovated and two (2) new holding cells will be added. Separate secure corridor circulation will be added for both the Judges and In-Custody.

Second Floor: The Second Floor work includes demolition and removal of the Clerk of the Court office space. Demolition will also need to occur to add a new holding area (note: holding does not currently exist on the Second Floor) for the new In-Custody Secure Elevator. The existing In-Custody Elevator will be renovated and reassigned into the Judge's Secure Elevator. An elevator stop and entry door will need to be added to the Judge's Secure Elevator at this location because the existing In-Custody Elevator does not stop at this level. This floor will be renovated to accommodate two (2) additional large courtrooms for jury trials (Courtroom I, Courtroom K), one (1) small courtroom for family court (Courtroom K), four (4) chambers suites, and two (2) jury suites. The Holding Area will be renovated and two (2) new holding cells will be added. Separate secure corridor circulation will be added for both the Judges and In-

Custody. The Judiciary would like this floor to mirror the existing Third Floor layout based on the existing conditions.

Third Floor: The Third Floor work includes demolition which will need to occur in the Holding Area for the new In-Custody Secure Elevator. The existing In-Custody Elevator will be renovated and reassigned into the Judge's Secure Elevator. The Holding Area will be renovated and two (2) new holding cells will be added. The adjacent Judge's Chambers Suite next to the Holding Area will be partially renovated. Separate secure corridor circulation will be added for both the Judges and In-Custody. The balance of this floor, which is occupied by two large courtrooms (Courtroom B, Courtroom C) that can accommodate juries, and one (1) small courtroom (Courtroom G) that can accommodate juries, should not be affected and are intended to remain occupied during construction.

Fourth Floor: The Fourth Floor work includes demolition which will need to occur in the Holding Area for the new In-Custody Secure Elevator. The existing In-Custody Elevator will be renovated and reassigned into the Judge's Secure Elevator. The Holding Area will be renovated and one holding cell will remain. The adjacent Jury Suites next to the Holding Area will be partially renovated. Separate secure corridor circulation will be added for both the Judges and In-Custody. The balance of the floor which includes two (2) large courtrooms for jury trials (Courtroom E, Courtroom F) should not be affected and are intended to remain occupied during construction.

Main Entrance Narrative:

The County would like to demolish the east Main Entrance stairs and Lower Plaza back to grade and in its place install eight (8) ADA parking spaces in a new level parking lot adjacent to the building. By removing the stairs and the Lower Plaza, better ADA access can be achieved on grade by entering the building at the basement level through the current Law Library. An added benefit of this demolition is improved visibility for security and the deletion of a number of concealed public spaces at the Lower Plaza. The County has requested a new building addition to extend this entrance through the basement into a new renovated lobby with a new east facing entrance canopy. The new lobby and canopy addition were requested to be compatible with the existing building with matching brick, stucco, blue metal and blue glazing materials where they apply. The security screening stations currently at the First Floor East Entrance Lobby would be moved down to this newly created lobby along with security staff. The lobby would have at least one unisex ADA restroom and a glazed office for security staff. Current egress exits from the upper floors must be maintained.

The First Floor wall will be infilled with a new knee wall and a new curtain wall or storefront glazing. At the new entrance to the Lobby (Basement or lower level), a pair of aluminum and glass power operated or storefront doors be installed to provide the highest visibility and access. A barrel vault canopy system will be installed at the new entry, and would be a metal structural steel or aluminum framing system with brick veneer columns, and a matching blue curved translucent skylight canopy system. This was previously known during the Feasibility Phase as Option #3, and the Lobby building addition for this option is 2501 n.s.f. The canopy extension is 76 feet which extends nearly to the access road. Civil design considerations will include a loop driveway to access the eight (8) ADA parking spaces, a modified entrance driveway to align with Magnolia Street, and the creation of a new tractor trailer delivery lane east of the garage entrance. New sidewalks, islands, curbs, hardscape,

flagpoles, security bollards, landscape, and irrigation will be installed to complete the east entrance adjacent to the new Lobby addition.

The County's anticipated opinion of probable construction cost for all work in this project scope is \$15,000,000.

TEAM

We have an excellent team of professionals assembled for this project. Each of them were hand-picked because of their experience with the County, experience with this type of project, experience with us or even actual experience at this site. Those team members are as follows:

Mason Blau and Associates, Inc.	- Architect
Cardno, Inc.	- Civil, Landscape & Survey
Driggers Engineering Services, Inc.	- Geotechnical Engineering
Pennonni Associates (Formerly McCarthy)	- Structural Engineering
Griner Engineering, Inc.	- Mechanical, Plumbing and Fire Protection Engineering
MPS Engineering, Inc.	- Electrical Engineering
Rogers & Rogers	- Security Automation and Court A/V Consultant
Bennett Design and Consulting, Inc.	- Interior Design
Two Trails, Inc.	- LEED Consultant
Construction Consultants & Associates, Inc.	- Construction Cost Estimating
Keane Acoustics, Inc.	- Acoustical Engineer

PHASES AND SCHEDULE

In the RFQ for the project, Hernando County indicated their preference for construction phasing and work scope as follows:

The project plans should include a phased approach and anticipate predominantly night-time work. The phases by order of importance and completion are as follows:

Phase I: Creation of the secure corridors and installation of the Judicial elevator.

Phase II: Second (2nd) floor courtrooms (courtrooms J, K and I).

Phase III: First (1st) floor courtroom, new entrance building and handicap parking loop (courtroom H and new entry).

Phase IV: Design options of the sally port/holding cells into the current areas utilized by facilities on the ground level.

We agree predominately night-work will need to occur for construction work in the occupied areas. However, we believe Phases I through III can be segregated, and turned over to the general contractor at the same time reducing the construction time to 14 months. Our proposal is based on this construction duration, and we have confirmed this approach with Court and County staff. If the County

determines to stay with a phased linear sequence, we anticipate all phases taking 24 months to complete back to back, and we would want to revisit our man hours for construction administration.

We also clarified with Court and County Staff the Phase IV for design options of the sally port/holding cells into the current areas utilized by facilities on the ground level. This phase is actually intended to be a feasibility study only to look at the possibility of expanding this area in the future, and is a design and pricing exercise only. Construction documents and construction administration services for the sally port /holding cells in Phase IV would not be included at this time in our scope.

Design Phases: Our understanding of the scope of work includes eight (8) phases. The eight (8) phases include:

- | | |
|--|------------|
| 1. Schematic Design Confirmation Phase | - 30 Days |
| 2. Design Development Phase | - 60 Days |
| 3. Construction Document Phase 60% | - 60 Days |
| 4. Construction Document Phase 100% | - 45 Days |
| 5. Bidding & Negotiation Phase | - 180 Days |
| 6. Construction Administration Phase | - 485 Days |
| 7. Project Completion and Closeout Phase | - 30 Days |
| 8. Warranty Phase | - 1 Day |

The Design Phases are summarized as follows:

The Schematic Design Confirmation Phase includes schematic plans and an opinion of probable construction cost. We will update and consolidate the two previous feasibility studies into one project. This phase includes one (1) design meeting and one (1) workshop.

The Design Development Phase includes drawings, outline specifications, opinion of probable cost, calculations, and equipment cut sheets for the approved modifications. Two interior design finish boards and furniture selection will be provided for final scheme selection. This phase includes one (1) design meeting and one (1) workshop.

The Construction Document 60 % Phase includes completion of drawings and specifications suitable for public bidding (if necessary), and opinion of probable cost. This phase includes one (1) design meeting and one (1) workshop.

The Construction Document 100 % Phase includes completion of drawings and specifications suitable for public bidding (if necessary), and opinion of probable cost. This phase includes one (1) design meeting and one (1) workshop.

The Bidding/Negotiation Phase includes processing and administration of the public competitive bid package (if necessary), responding to bid questions, one (1) pre-bid meeting, reviewing and tabulation of bid proposals and recommendation of award.

The Construction Administration Phase includes a pre-construction meeting, shop drawing review, construction observation, field reports, pay request review and approval, substantial completion punch list, up to twenty (20) monthly site visits for the architect, and at least (2) visits by each of the consultants during construction.

The Project Completion and Closeout Phase includes review of the completed substantial completion punch list by the Contractor, review and approval the Operation and Maintenance and Warranty documents provided by the Contractor, and preparation of Record Documents based off of information from the Contractor provided by As-built drawings.

The Warranty Phase includes a visual walking tour of the facility and the documentation of any identified outstanding incomplete warranty items just prior to the end of the warranty in a punch list for distribution to the Contractor to complete.

COMPENSATION

Per your request, we are including the structural, mechanical, plumbing, fire protection and electrical engineer's professional services in the proposal along with our architectural fees for basic services. Although it is not necessarily, part of basic services, Geotechnical Engineering, Civil Engineering, Landscape Architect, Survey, Asbestos/ Lead Paint Survey, Interior Design, Security Automation and Court A/V Consultant, LEED Energy Modeling, LEED Consultant, Construction Cost Consultant and Acoustical Engineering are included in our architectural fee per your request.

Mason Blau & Associates, Inc. proposes to provide architectural, geotechnical, civil, landscape architect, survey, asbestos/ lead paint survey, interior design, LEED consultant, LEED modeling, construction costs, acoustical, structural, mechanical, plumbing, fire protection, and electrical consultant services for a 11.32% of construction or cost fee of One Million Six Hundred Ninety Eight Thousand Three Hundred Fourty Five Dollars and 80/100 (\$1,698,345.80) This fee includes a total of eight (8) site meetings through construction documents; one (1) pre-bid conference and up to twenty (20) site visits by the architect; and up to two (2) site visits by our consultants during construction; and reimbursable expenses. Reimbursable expenses consist of consultant's additional services, travel, courier, reproduction, postage, plotting, and any other expense incurred by the architect or his consultant regarding this project. We anticipate design to construction documents to take approximately two hundred fifty (250) days to complete from Notice to Proceed, depending on owner review and approval. (See Design and Construction Schedule Exhibit B). We anticipate advertisement, bidding, and award of the construction contract to take a minimum of one hundred eighty (180) days. We anticipate construction to take a maximum of four hundred eighty five (485) days to substantial completion.

The project team includes the following members, disciplines and their associated fee:

Basic Services		
Mason Blau and Associates, Inc.	Architect	\$908,392.00
Pennoni Associates, Inc.	Structural Engineer	\$36,172.00
Griner Engineering, Inc.	Mechanical, Plumbing, Electrical, And Fire Protection Engineer	\$93,500.00
MPS Engineering, Inc.	Electrical Engineer	\$103,000.00
Basic Services Subtotal		\$1,141,064.00
Additional Services		
Pennoni Associates, Inc.	Holding Feasibility	\$3,502.00
Cardno, Inc.	Civil Engineer, Landscape, Survey, and Asbestos/ Lead Paint Survey	\$106,210.00
Cardno, Inc.	Holding Feasibility	\$3,500.00
Driggers Engineering Services, Inc.	Geotechnical Engineer	\$13,100.00
Bennett Design and Consulting, Inc.	Interior Design	\$20,373.00
Two Trails, Inc.	LEED Consultant	\$99,046.80
Griner Engineering, Inc.	LEED Energy Modeling and Documentation and Holding Feasibility	\$14,000.00
MPS Engineering, Inc.	Holding Feasibility and Generator Metering	\$7,000.00
Rogers and Rogers	Security Automation and Court A/V Consultant	\$199,550.00
CC & A Consultants	Construction Cost Consultant	\$11,700.00
Keane Acoustics	Acoustical Engineer	\$21,800.00
Mason Blau and Associates, Inc.	LEED Documentation and Holding Feasibility	\$57,500.00
Additional Services Subtotal		\$557,281.80
TOTALS		
Basic Services Fee		\$1,141,064.00
Additional Services Fee		\$557,281.80
PROFESSIONAL SERVICES TOTAL FEE		\$1,698,345.80

Fee breakout per phase:

Schematic Design Confirmation Phase (11%)	\$186,818.04
Design Development Phase (25%)	\$424,586.45
Construction Document 60% Phase (24%)	\$413,547.20
Construction Document 100% Phase (15%)	\$254,751.87
Bidding & Negotiation Phase (5%)	\$84,917.29
Construction Administration Phase (19%)	\$316,741.49
Project Completion and Closeout Phase (1%)	\$16,983.46
Warranty Phase (0%)	\$0.00
PROFESSIONAL SERVICES TOTAL FEE	<u>\$ 1,698,345.80</u>

Assuming the Owner wants this under a single Mason Blau & Associates, Inc. contract, the total fee for Professional Services is One Million Six Hundred Ninety Eight Thousand Three Hundred Forty Five Dollars and 80/100 (\$1,698,345.80).

Typically, the following services are excluded: feasibility studies, investigation of existing conditions survey, environmental studies, environmental abatement, permit fees, traffic studies, audio/visual design, telephone and data equipment, food service equipment, existing record drawings, and digitizing existing plans to generate AutoCAD DWG. files, code corrections outside of the project limits, inventory of materials and equipment, analysis of Owner operating cost, extensive renderings, animations, virtual reality content and models.

I hope this proposal meets with your approval. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Michael R. Mason, AIA
President

MRM/tlf

Cc: Robert H. Blau, AIA

STRUCTURAL FEE PROPOSAL

TO: Mike Mason
Mason Blau Architects

FROM: E. Michael McCarthy, PE
Vice President

RE: **Hernando County Government Center Judicial Upgrades**
20 North Main St.
Brooksville, FL 34601

DATE: 20-Nov-19
21-Nov-19 Add fees and convert to 1 page
17-Jan-20 Add feasibility study for Holding Cell Expansion
22-Jan-20 Separate reimbursable expenses & correct pg. 2 table summaries

DESCRIPTION: Existing government office building to be renovated
McCarthy/Pennoni completed schematic design with Mason Blau under a separate contract

STRUCTURAL SCOPE: Ground Floor Main Entrance
1) Enclose new 1-story area
2) Add new entry canopy

New Custody Elevator
1) New interior elevator from foundation thru roof above 4th floor
2) Cut and resupport existing structure with new steel frame

Holding Cell Expansion
1) Feasibility study to review the addition of holding cells in the Sally port
2) Report with summary of findings and structural recommendations

SERVICES INCLUDE: Pre-design site visits - spot check existing conditions
Construction Documents - signed/sealed drawings and specs
Construction Administration - shop drawing review, RFI's
Construction Observation - 4 site visits

SERVICES EXCLUDE: Structural analysis, evaluation, or design that is not specifically listed above
Schematic design (completed under separate contract)
Measurements of existing conditions
Exploratory demolition to expose hidden conditions
Testing of construction materials
Construction cost estimates
Threshold Inspections

PROVIDED BY OTHERS: As-built structural drawings of the existing structure (provided)
Soils report with foundation design recommendations
Special load criteria beyond code requirements

PROPOSED FEE:

	Ground Floor Entrance	New Custody Elevator	Sally port/ Holding Cell Expansion	Total
Pre-design Site Visit	960	960	960	2,880
Feasibility Study and Report	-	-	1,992	1,992
Design Development	4,842	6,346	-	11,188
Construction Documents	6,546	8,198	-	14,744
Bidding / Negotiation	406	646	-	1,052
Construction Administration	3,634	3,634	-	7,268
Total	\$ 16,388	\$ 19,784	\$ 2,952	\$ 39,124
Reimbursable Expenses	250	250	50	\$ 550



January 17, 2020

Michael R. Mason, AIA, LEED AP
Mason Blau & Associates, Inc.
Newport Square
4625 East Bay Drive, Suite 228
Clearwater, FL 33764

Re: Proposed Renovation at the Hernando County Judicial Facility *Updated*
M|P|FP Engineering Design Services

Dear Mr. Mason:

In response to your request, the following is my proposal to provide mechanical, plumbing and fire protection engineering design services on the referenced project. This project consists of renovations of the existing Judicial Facility of Hernando County in accordance with the scope document dated June, 2019 and the MBA reports on the Entrance Improvements and the Security Upgrades. The proposed fee includes design, coordination, paperwork and modeling for LEED EB+OM certification.

DESIGN SERVICES

MECHANICAL

1. Site visits to review the existing conditions and create a basic engineering understanding of the existing systems. This does not include the creation of as-built plans, but does include research and analysis of the existing systems.
2. Complete design of heating and air conditioning systems for the addition and areas of renovation. HVAC system design includes plans, schedules, sections and details.
3. Energy Code calculations for the addition and areas of renovation.

PLUMBING

1. Plumbing design for restrooms and miscellaneous items, assuming that others will bring to utilities within 5 feet of the building.

FIRE PROTECTION

1. Fire Protection design is limited to the relocation and addition of new sprinkler heads for a NFPA compliant system.

GENERAL

1. Shop drawing review and telephone coordination during construction is included.
2. One set of reasonable red-line comments is included. All revisions to comply with code comments are included in the base fee.
3. Up to 12 site inspections/job meetings prior to construction have been included in the base fee.
4. Up to 12 site inspections/job meetings during construction have been included in the base fee.
5. I have included the reimbursable expenses in the basic services. Unless additional services are requested, this number covers my reimbursable expenses.

PLANS AND SPECIFICATIONS

1. AutoCAD compatible backgrounds will be supplied for our use by others.

2. Bound specifications will be provided.

FEES

My proposed fee for services is ninety six thousand five hundred dollars (\$96,500) for basic services. This number includes three thousand dollars (\$3,000) for reimbursable expenses. My proposed additional fee for LEED modeling if we have to model the entire complex is eight thousand five hundred dollars (\$8,500). If we are required to calculate savings for the remodeled areas, my fee would remain the same. My proposed additional fee for a feasibility analysis for remodeling of the holding cells area is two thousand five hundred dollars (\$2,500).

ADDITIONAL SERVICES/REIMBURSABLES

1. Except as noted above, contract administration, inspections, etc. are not included in the fee. These services as well as any other additional services outside the scope of the basic fee proposal will be billed at the following hourly rates:

Principal	\$150
Project Manager	\$95
Project Engineer	\$75
Designer	\$65
Clerical	\$40
2. The cost of reproduction express delivery, travel, and other subcontracted services will be billed at invoice cost (or market rates in the case of in-house printing) plus a 10% fee. Plots for basic services are included in the lump sum fee. Plots/prints required by hourly extra services will be billed at a rate of \$.40 per square foot.

PAYMENT SCHEDULE

1. Progress billings will be issued on a monthly basis as work proceeds.
2. Terms are net thirty (30) days. In the event legal action is necessary to enforce the payment terms of this Agreement, GEI shall be entitled to collect from Mason Blau & Associates, Inc. any judgment or settlement sums due plus reasonable attorney's fees, court costs, and other expenses incurred by GEI in connection therewith and, in addition, the reasonable value of GEI's time and expenses spent in connection with such collection action, computed according to the prevailing fee schedule and expense policies.

Please call me if you have any questions.

Sincerely,

Joseph H. Griner III, P.E., LEED AP
President



240 Pine Ave. North
Oldsmar, FL 34677

MPS ENGINEERING
www.mpseng.com
813.855.2721
AN M.P. SPYCHALA COMPANY

PROPOSAL

Date: November 18, 2019
To: Mike Mason
From: Michael P. Spychala PE
Subject: Hernando Government Center
MPS Job No: Proposal

Dear Mike,

Thank you for sending the information on this project to us for our proposal. We are looking forward to working with you to make this a successful project. The scope of work includes the electrical engineering services needed for remodeling and renovation of the existing Hernando Government Center Building in Brooksville. Work will be done on the basement, first, second, third and fourth floors of the building as described in the scope of work document issued by the county. Our work will include the electrical distribution and lighting design work in the project as well as the electrical site improvements and providing electrical conduits and power connections for the data, security and audio/visual systems.

Based on these assumptions and on the preliminary information provided by your office, please consider the following fee proposal.

For Design Development Documents	\$13,500.00
For Construction Documents	\$29,700.00
For bidding assistance & electrical shop drawing review	\$ 2,700.00
For construction administration services	<u>\$ 8,100.00</u>
Total fee for electrical engineering services	\$54,000.00

All direct expenses for printing, shipping, courier service, long distance phone calls, travel outside of the Tampa Bay area, preparation of electronic files for signing and sealing or for contractor or vendor use and other expenses incurred on behalf of the owner shall be reimbursable at cost. These items will be identified and listed separately on our invoices.

If additional services are requested, we will perform the services requested at our standard hourly rates. Our rates for this project will be as follows: Principal \$165.00 per hour, Professional Engineer \$135.00 per hour, Project Manager \$115.00 per hour, Designer \$95.00 per hour, Cadd Operator \$75.00 per hour, Clerical \$60.00 per hour. If definite scope of work is determined for the additional service, we can provide a fee quotation for the work. We will need written authorization for additional services.

If you have any questions about this proposal or about any of our assumptions, please call me at your convenience to discuss them. Thank you once again for your consideration.

Sincerely,
Michael P. Spychala PE
President

January 23, 2020
February 24, 2020, revised



Mr. Michael R. Mason, AIA, LEED AP - President
Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite 228
Clearwater, FL 33764

Cardno

380 Park Place Blvd
Suite 300
Clearwater, FL 33759
USA

Phone: +1 727 531 3505
Fax: +1 727 539 1294

www.cardno.com

**RE: Hernando County – Government Center Building and Site
Improvements
Proposal for Professional Civil and Landscape Design, Permit, Bid and
Post Design; Survey; SUE and Asbestos Services
Hernando County, Florida**

Dear Mike:

Cardno is pleased to provide a proposal for Professional Civil Engineering and Landscape Architectural Services for building renovations and site improvement to the Hernando County Government Center building is located at 20 Broad Street, Brooksville, Florida. The proposal is divided into three (3) professional service phases: Schematic Design Verification and Design Development in Phase I Basic Services; Construction Documents (Civil & Landscape), Permitting and Bidding in Phase II and and Post Design Services in Phase III. To accomplish each of these phases, we have prepared the attached scope of services detailing the necessary scope of work for your review.

We appreciate your consideration of our firm for this work and look forward to continuing our relationship with Mason Blau & Associates and Hernando County. Should this proposal meet with your approval, please issue an AIA contract with Terms & Conditions for our review and execution. If you have any questions or need additional information, please call.

Sincerely,

Thomas F Burke, PE
Principal – Land Development
For Cardno
Direct Line 727 431-1553

TFB

Australia • Belgium • Indonesia • Kenya • New Zealand • Papua New Guinea
United Arab Emirates • United Kingdom • United States • Operations in 60 countries

SCOPE OF SERVICES
HERNANDO COUNTY GOVERNMENT CENTER BUILDING AND SITE IMPROVEMENTS
CIVIL ENGINEERING, LANDSCAPE, SURVEY, SUE AND ASBESTOS SERVICES
HERNANDO COUNTY, FLORIDA

PROJECT DESCRIPTION

Cardno (hereinafter referred to as the "CONSULTANT") understands that Mason Blau and Associates (hereinafter referred to as the "CLIENT") and Pinellas County (hereinafter referred to as the "OWNER") wishes to make building and site improvements at the existing Government Center located on 20 Broad Street, Brooksville, Hernando County. Hernando County Department of Purchasing and Contracts initiated Task Order No. 28 on July 30, 2015 for design and post design construction services for the Hernando County Government Center, New Ground Floor Main Entrance and Handicap Parking Loop. Phase I of the project was completed on June 6, 2018 and included site visits, building and site evaluations, preparation of three (3) Schematic Design options, construction cost estimates, renderings and a presentation to the Judicial Branch of the County. Following the presentation, Schematic Design Option 3 was selected for Design Development including an approximate 1,098 square foot entrance addition, interior improvements, canopy walkway, surface parking lot and associated site improvements. Due to the design and construction cost estimates prepared in Phase I, the County released a solicitation and subsequent award of Contract 19-00110/PH for Architectural and Engineering Services for the Judicial Renovations.

Per the solicitation, the Phase II work scope includes (1) Confirmation of the Schematic Design (2) Design Development (3) Construction Document preparation (4) Bid Phase Services and (5) Post Design Construction Services. The limits of work to complete this scope is described in detail below

The civil and landscape design scope includes site demolition of the existing plaza components including stairs, elevated walkway, sidewalk, planters and other site amenities near the proposed entrance and parking areas. Site improvements include a new asphalt parking lot with eight (8) ADA spaces, accessible sidewalk routes to the new entrance, utility adjustments/relocation, grading and paving existing drive isles and loading areas. Stormwater improvements include inlets to serve the new parking lot and a conveyance storm pipe tied to a proposed underground treatment and storage system. Rain leaders shall be coordinated with the architect to capture runoff from the canopy and entrance addition. Landscaping will be provided within the parking lot islands and shall be consistent with existing planted material to remain. Details of civil and landscape scope of work is as follows:

- Modify Broad Street entrance to better align with Magnolia Street;
- Modify E. Jefferson Street entrance
- Modify existing internal drive isle between Broad and Jefferson Street entrances;
- Create sidewalk connection to new building entrance from the parking lot and Broad Street;
- Create up to eight (8) ADA parking spaces adjacent to building based on site availability;
- Create a loop driveway to access the new ADA spaces with a curbed flag pole island;
- Prepare code-minimum landscape plan for the new handicap parking areas;
- Adjust existing landscape islands (including existing sprinkler system) and sidewalks, as-needed;
- Provide new sprinkler system to all landscaped and grassed areas;
- Relocate existing flagpole and provide lighting (lighting by others);
- Add parking lot lighting to new handicap area (by others);
- Add signage adjacent to the entrance drive and to the new sidewalk entrance (by others);

- Create a new tractor trailer delivery parking lane in place of the existing handicap and unloading parking area, east of the garage entrance;
- Prepare paving, grading and drainage plan for new parking and entrance drive area;
- Adjust existing utilities in-place or coordinate relocation with utility provider. Existing utilities are not entirely known within the project limits.
- Provide sufficient amount of open space, landscaping and irrigation per City and County ordinance/code.

No off-site improvements are included except for widening the entrance on Broad Street to align with Magnolia Street. It is assumed that stormwater management for water quality and quantity satisfying Hernando County and Southwest Florida Water Management District (SWFWMD) requirements can be accommodated on-site. Existing on-site utilities are assumed available and adequate to serve the building additions; therefore, off-site utility service extensions are not included. The project will be designed and constructed for some level of LEED Certification.

The CONSULTANT shall provide Landscape Architectural services for the preparation of planting and irrigation drawings in order to meet code minimum requirements for site plan approval submittal with the County. The CLIENT will provide irrigation as-builts and any available relevant irrigation drawings in order for the CONSULTANT to utilize the existing system.

The project will be permitted under a single phase. *If additional packages of plans and permits are requested, a separate scope and fee will be provided.* Anticipated permits include Hernando County, SWFWMD Environmental Resource Permit, FDOT Right-of-Way Use and Florida Department of Environmental Protection (FDEP) NPDES permits.

PHASE I - BASIC SERVICES

A. SCHEMATIC DESIGN (SD) PLANS

1. Schematic Design Confirmation

The CONSULTANT in conjunction with the CLIENT, OWNER and Sub-Consultants, will confirm the programming requirements and Schematic Design Option 3 layout previously prepared under a separate contract. This includes review of Owner-provided information; compatibility with zoning requirements; parking and circulation requirements; utility requirements and relocates; planting requirements, irrigation needs; and one project team meeting with the OWNER. The CONSULTANT will provide additional research concerning existing permit history with the Water Management District, City of Brooksville, Hernando County and utility providers adjacent to or on the subject property.

2. Pre-Application Meetings

The CONSULTANT will schedule and attend one (1) pre-application meeting with each of the following agencies: Hernando County, City of Brooksville, FDOT and SWFWMD for scoping the design and permitting requirements of the project. Should the CLIENT and/or OWNER require additional meetings beyond the four (4) listed above, the CONSULTANT will perform those on an as needed basis in accordance with our Hourly Rate Schedule attached below.

3. Survey and Subsurface Utility Engineering (SUE)

The CONSULTANT will provide a Topographic Survey for the portion of the subject property to be improved. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code and include the following:

- Elevations shall be measured at an approximate grid of 50 feet, together with observed grade breaks.
- Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
- Elevations shall be referenced to the North American Vertical Datum of 1988;
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible;
- Those trees within the subject property that are 4-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Hernando County Tree Ordinance are not included);
- Provide four (4) signed and sealed copies, and electronic PDF and AutoCAD 2018 file of the survey.

Subsurface Utility Engineering services will be provided in two (2) phases. Phase 1 will include ASCE Quality Level 'B' Designation utilizing conventional electronic designating equipment together with ground-penetrating radar, designate and mark with paint and/or flags the horizontal location of found underground utilities. Electronic designation markings will be documented within the survey and Surveyor's Report. Phase 2 includes ASCE Quality Level 'A' locating (daily output 6-8 testholes, maximum 12 testholes per contract) to verify vertical and horizontal position of selected potential conflicts.

4. Asbestos and Lead Based Paint Survey

The CONSULTANT will contract with an environmental firm to conduct an asbestos and lead survey for existing structure to be removed for modified. The survey and resulting sampling and reporting will be in accordance with applicable regulations. Services to include: inspection of facilities, bulk sampling of materials (up to 250 samples); Lead screening within renovated areas, laboratory analysis of samples and reporting.

5. Schematic Design - Conceptual Site and Landscape Plans

The CONSULTANT will assist the CLIENT and OWNER in further developing the Schematic Design Option 3 Site Plan for the proposed project. The Schematic Design package for the proposed improvements will be based on the findings obtained from the Data Collection Phase, along with the initial program verification provided by the OWNER. The CONSULTANT will confirm: building setbacks, landscape buffers, parking standards, stormwater requirements and availability, location and availability of existing domestic utilities. Work to include the attendance at one (1) design team meeting with the OWNER.

The CONSULTANT will prepare a schematic landscape planting concept for the CLIENT and OWNER to review. The planting plan will portray the conceptual design vision based on a code minimum requirement. The CONSULTANT will make revisions to the plan based on the CLIENT

and OWNER'S feedback and implement the desired revisions into the Design Development phase of the project.

B. DESIGN DEVELOPMENT (DD) PLANS

1. Design Development Plans

The CONSULTANT will advance the OWNER-approved Schematic Design Plans into Design Development plans that include Demolition Plan, Development Site Plan, Paving and Grading Plan, Drainage Plan and Utility Plan. The Development Site Plan will reflect the requirements of the permitting agencies for CLIENT and OWNER review and approval. Once approved, this will be the basis for the CONSULTANT's Construction Documents and it's assumed that the OWNER will not alter the building configuration and site layout after this phase.

2. Landscape Architectural Plans

The CONSULTANT will prepare planting drawings indicating plant types, locations, spacing that meet code minimum requirements. Drawings will also indicate natural vegetation to be preserved and to be removed, location of proposed landscape and buffer areas in accordance with the County Code and Plant List. Landscaping and buffering will include the approximate location of proposed walls/fencing, berms, hedges and trees. The CONSULTANT will also prepare irrigation plans for the project indicating type, size and location of critical irrigation equipment including water source point(s) of connection, mainline, control wire, pavement crossing sleeves and controller. The CONSULTANT will make revisions to the plan based on the CLIENT'S feedback and implement the desired revisions into the Construction Document phase of the project.

3. Outline Specifications / Workshop / LEED Coordination

The CONSULTANT will prepare outline specifications for the Design Development plans associated with civil and landscape components. These specifications will reference the appropriate source and provide a description as to how it applies to the project. The CONSULTANT will also prepare for and attend one (1) OWNER workshop to review the DD plan set.

PHASE II - ENGINEERING

A. CONSTRUCTION DOCUMENT (CD) PLANS

1. Civil Engineering Construction Documents (CD's)

The CONSULTANT will prepare detailed civil engineering Construction Documents for the above referenced project showing demolition, site, paving, grading, drainage, utilities, planting and irrigation and general notes and details. The proposed stormwater management system will provide water quality and quantity for the proposed site improvements through an on-site system. No wetland or floodplain impacts or threatened endangered species are anticipated within the subject property. Our scope includes very limited Subsurface Utility Engineering (SUE) services for locating existing utilities within the project limits. It is assumed that existing domestic utilities are available with adequate capacity to serve this project and that no off-site utility extensions will

be required. Only off-site ingress/egress access improvements are included in support of this project.

The CONSULTANT will include submittal packages at the 60 and 100 percent milestones to the CLIENT and OWNER for review and comments prior to permitting. Technical specifications for Civil Engineering and Landscape Architect related design will be prepared to support the CLIENT in developing a bid package for the OWNER. An owner's workshop for each delivery milestone will be conducted with the design team. Coordination with the LEED consultant is also included throughout the design process.

The Civil Engineering Construction Document set shall include the following elements and estimated number of sheets shown in parentheses:

- Cover Sheet (1)
- General Notes (2)
- 20 Scale (Max) Boundary, Topographic, Aboveground Improvements and Tree Survey
- Stormwater Pollution Prevention Plan
- 20 Scale Demolition Plan (1)
- 20 Scale Site Plan (1)
- 20 Scale Geometric/Horizontal Control Plan (1)
- Broad Street and E Jefferson Street Entrance Plans (1)
- 20 Scale Paving and Grading Plan (1)
- 20 Scale Drainage Plan (1)
- 20 Scale Utility Plan (1)
- 20 Scale Planting Plan (1)
- 20 Scale Irrigation Plan (1)
- Miscellaneous Notes and Details (4)

2. Landscape Architecture Construction Documents (CD's)

The CONSULTANT will prepare the final planting plan for the project based on the previously approved SD and consequent DD plans. This will indicate plant types, locations, spacing, notes and details. The final planting plan will be code compliant but may exceed code minimum requirements based on the previously approved phased drawings. The CONSULTANT will also prepare the final irrigation plans for the project. The plans will indicate type, size and location of all irrigation equipment including: water source point(s) of connection, mainline, control wire, spray heads, lateral lines, pavement crossing sleeves, valves, filters, sensors, master valve and controller. These plans will also include construction notes and details. Cardno assumes the water meter permit and back flow preventer will be coordinated and obtained through the Civil Engineering Drawings but the irrigation plans will convey the desired meter size and general location to work with the system design.

3. Base Plan Revisions

Revisions to the construction plans to incorporate any OWNER driven or code change revisions to the base plan after the Design Development phase will be provided on a Time and Material Charge Basis.

B. PERMITTING

The CONSULTANT will prepare and submit permit application forms as required by the permitting agencies. The CLIENT understands the CONSULTANT has no control over the final issuance of permits/approvals and that the CONSULTANT'S services include only the initial application and *two (2) requests for additional information response*. The OWNER shall review, approve and sign all permit application documents in a timely manner prior to the submittal of the permits to the agencies having jurisdiction. The OWNER shall allow the CONSULTANT to execute permit applications, if desired, but must provide a Letter of Authorization to the CONSULTANT. All permit fees to be provided by the OWNER.

1. NPDES Permit

The Stormwater Pollution Prevention Plan (SWPPP) will be prepared by the CONSULTANT and executed by the selected contractor and placed on file. It will be the responsibility of the contractor to submit the Notice of Intent application, monitor compliance with the SWPPP and to complete the Notice of Termination (NOT) at the completion of the project.

2. City of Brooksville Utility Permits

The CONSULTANT will prepare and submit to the City of Brooksville Utilities a permit application for the following utilities: on-site reconnection of sanitary sewer and potable water and fire services to the building, as needed, in support of the building renovations. The CONSULTANT will use data provided by the Plumbing Engineer and Fire Protection Consultant for inclusion in the permit submittals (i.e. connection points, fixture counts, proposed flow requirements, flow tests, etc.). All fire flow tests shall be handled by the OWNER; however, if a vendor is needed to flow the existing hydrants, the cost will be included as an expense to the OWNER.

3. **City of Brooksville Site and Building Permit** – The CONSULTANT will submit to the City of Brooksville site civil, landscape, survey and other required permit application documents to the City for construction plan approval. The CONSULTANT will also submit as-needed plans to the CLIENT (Architect) for inclusion into the Building Plans permit submittal. The CONSULTANT will provide response to comments (RAI's) update plans and resubmit up to two (2) rounds for both site and building submittals. Any variance, rezoning, land use amendment for this project will be considered additional services.

4. Southwest Florida Water Management District (SWFWMD) – ERP Modification

The CONSULTANT will prepare and submit a SWFWMD Environmental Resource Permit Major Modification (MSSW 2980.000) Application for stormwater permitting in accordance with the District rules and regulations. The CONSULTANT presumes an open drainage basin and will design the proposed on-site stormwater system for the 25-year/24-hour design storm event. Wetland mitigation services, floodplain compensation, Cultural Resource Assessment Study, threatened and endangered evaluations and other environmental studies (i.e., National Environmental Policy Act) are not anticipated, and therefore not included within this scope of work.

5. Florida Department of Transportation Access, Drainage and Right-of-Way Use Permit (Broad Street (US41) and E Jefferson (US98))

The CONSULTANT will submit access, drainage and right-of-way use applications to FDOT for permitting the Broad Street and E Jefferson Street entrance improvements. The CONSULTANT shall provide the necessary calculations, applications and permit submittals in accordance with the FDOT's rules and regulations. If it's determined that off-site roadway improvements to Broad Street and/or E. Jefferson Street are required, the additional work will be performed under separate scope and fee. The selected contractor will be responsible for Maintenance of Traffic (MOT) plans and filing the permit, as well as bonding construction activities within the Right-of-Way.

C. SOLICITATION AND BID PHASE SERVICES

The CONSULTANT will assist the CLIENT and OWNER through the public competitive bid process. These services are limited to preparation of the civil and landscape components of the bid package; participation in a pre-bid meeting; responding to bidder written questions; issuance of bid addendums and review, tabulation and ranking of submittals.

PHASE III – POST DESIGN SERVICES

The CLIENT has estimated the construction duration at fourteen (14) months. The CONSULTANT will attend one (1) pre-construction meeting and up to twelve (12) site construction meetings to review any RFI or construction related issues. In addition, one (1) substantial inspection (punch list) and two (2) follow-up inspections of contractor's resolution to listed items will be conducted. During attendance at the construction meetings, the CONSULTANT'S staff will also document on-site observations for general conformance with the contract documents. A Field Observation report and photographs will be provided for each construction site visit made. Attendance for additional meetings or additional reviews will be charged on a Time and Materials basis.

The CONSULTANT will also provide Shop Drawing reviews for site/civil related documents; address the Contractor's Request for Information (RFI) and associated proposed resolution and assist the CLIENT in reviewing the Contractor pay application related to site/civil components of the pay request.

Permit completion and transfer certifications by the Engineer of Record are included in this scope of services. Additional construction time may warrant a supplemental scope of services to complete supplemental tasks.

The CONSULTANT will prepare Record Drawings based on As-Built Drawings prepared and provided by the contractor. Additional Record Drawing updates caused by contractor and/or surveyors incomplete information will be considered additional services. As-Built Drawing and Survey must be prepared by the contractor or the contractor's licensed surveyor in accordance with permitting agency specifications. The CONSULTANT will assist the OWNER in preparing the Engineer of Record completion certifications to the permitting agencies including Southwest Florida Water Management District, FDEP, City of Brooksville and Hernando County, as applicable.

PHASE IV – FEASIBILITY FOR SALLY PORT / HOLDING CELLS RELOCATION

Phase IV is a feasibility review performed by the design team for relocating the sally port and holding cells into the areas currently use by facilities on the ground floor. The CONSULTANTS scope for this phase is limited to providing a schematic level drawing and associated narrative for the civil components of the proposed action. The schematic and narrative will be based on readily available building and site information; therefore, no additional survey, geotechnical or other supporting documentation will be collected for this review. The civil components are anticipated to be incorporated into a complete feasibility report assembled by others. Phase I through Phase III scopes provided above do not include incorporating any results from the feasibility review into the construction documents.

MISCELLANEOUS

Services Not Included

The following is a list of supplemental services that are not included under this proposal. These services shall be charged in accordance with the hourly rates established in the CONSULTANT's Professional Services Fee Schedule (see attached). The CONSULTANT shall only conduct such services upon authorization by the CLIENT.

1. The CONSULTANT shall not be responsible for attendance at meetings other than those specifically listed within this proposal. The CONSULTANT shall not be responsible for attendance at legal meetings, hearings, variances, attorney conferences or construction claims conferences.
2. The CONSULTANT shall not be responsible for the plans review fee charged by governmental agencies, costs of permits, impact fees, and consultant fees for outside consultants such as attorney's, Arborists, Ecological Engineers, Surveyors, Geotechnical Engineers, Architects, Structural, Mechanical & Electrical Engineers, etc. Expenses for printing of plans for governmental agency permitting or general contractor's use, and any related courier or delivery expenses will be billed as reimbursable expenses.
3. Rezoning, Land-Use, Variances and Planning Services are not included under this proposal. Should these services be required a separate scope and fee will be provided.
4. FEMA flood plain analysis, mitigation and wetland impacts are not anticipated, and therefore have not been included in this proposal. However, should this service be required, a separate scope and fee can be provided.
5. Traffic Signalization Design, off-site roadway, drainage and utility improvements are not included under this proposal. However, should these services be required, a separate scope and fee will be provided.
6. Additional surveying beyond the above attached scope, tie-in surveys, construction stakeout, survey easements and any Preliminary/Final Plats are not included in this proposal. However, should these services be required, a separate scope and fee will be provided.

7. Meetings requested by the OWNER beyond those listed above during design or construction will be considered additional services.
8. Any conflicts or OWNER request for information during construction that arise due to Subsurface Utility Engineering (SUE) will be considered additional services.
9. The CLIENT (Architect) and/or Structural Engineer shall provide all sign designs and associated permits.
10. Opinion of Probable Construction Costs shall be provided by a cost consultant based on provided construction documents.
11. The CLIENT'S Mechanical, Electrical and Plumbing Engineers shall provide all design and engineering services related to the site lighting systems (on and within the subject property), soft utility coordination/design or other related architectural building specific services.
12. Means and Methods of construction, job safety, coordination and scheduling of construction work to be performed by the Contractor and/or subcontractor(s) are not included.
13. CONSULTANT is not responsible for acts or omissions of the Contractor, any subcontractor(s), or any contractor or subcontractor(s) agents or employees or any other persons (except his own employees and agents) at the project site or otherwise performing any of the work of the project.
14. The CLIENT/OWNER will provide the following:
 - a. Title report
 - b. List of project contacts
 - c. Historical documents of the existing site
 - d. Geotechnical engineering services
 - e. Testing/Inspections during construction

COMPENSATION AND FEE SCHEDULE

The CONSULTANT's proposes to perform civil, landscape and sub-consultant services on a lump sum basis plus reimbursement for expenses. Time of Performance for services shall commence upon execution of this Contract and shall be ready for construction within 12 to 14 months from approval of the Design Development Site Plan and receipt of all CLIENT provided documents received prior to start of work. The schedule is predicated on no variances including land use and rezoning changes through the Hernando County approval process. The CLIENT understands the CONSULTANT has no control over the final issuance of permits and approvals. This schedule could be altered based on these approvals.

FEE SCHEDULE

I. BASIC SERVICES		
A.	Schematic Design	
1.	Kickoff Meeting / Program Confirmation	\$ 2,120
2.	Civil Plans Update	\$ 5,630
3.	Pre-Application Meetings (4)	\$ 2,200
4.	Owner Workshop	\$ 1,440
5.	LEED / FGBC Coordination	\$ 660
		<u>\$ 12,050</u>
B.	Design Development	
1.	Civil Plans	\$ 6,500
2.	Landscape & Irrigation Plans	\$ 3,000
3.	Outline Specifications	\$ 2,100
4.	Design Team Meeting (1)	\$ 1,270
5.	Owner Workshop	\$ 1,440
6.	LEED / FGBC Coordination	\$ 660
		<u>\$ 14,970</u>
Subtotal Phase I Basic Services		\$ 27,020
II ENGINEERING (CONSTRUCTION DOCUMENTS AND PERMITTING)		
A.	Construction Documents	
1.	Civil Plans (60/100 Milestones)	\$ 13,220
2.	Landscape Architect Plans	\$ 2,000
3.	Full Specifications	\$ 1,520
4.	Design Team Meeting (1)	\$ 720
5.	Owner Workshop (60 and 100 submittals)	\$ 1,920
6.	LEED Coordination	\$ 660
7.	Base Plan Revisions	\$ T&M
		<u>\$ 20,040</u>
B.	Permitting	
1.	NPDES Permit (By Contractor)	\$ 0
2.	City of Brooksville Utilities (Water/Sewer)	\$ 2,430
3.	City of Brooksville Building/Site Development	\$ 3,430
4.	SWFWMD ERP	\$ 2,340
5.	FDOT Access (2) / Drainage (2) / Maintenance Agreement	\$ 6,010
6.	LEED Certification (Budget, as Needed)	\$ 480
		<u>\$ 14,690</u>
Subtotal Phase II Engineering		\$ 34,730
III. BID AND POST DESIGN SERVICES		
A.	Bid Phase Services (NTE)	\$ 3,660
B.	Post Design Construction Services (NTE)	\$ 15,050
C.	Meetings and Coordination (NTE)	\$ 0
IV. FEASIBILITY FOR SALLY PORT / HOLDING CELL RELOCATION		
A.	Schematic and Narrative for Civil Component	\$ 3,500
V. Miscellaneous Reimbursable Expense		\$ 750
PROFESSIONAL ENGINEERING / LA FEES (LUMP SUM)		\$ 84,710

SUB-CONSULTANT FEES:

1. Survey	\$ 3,500
2. SUE & Survey (Allowance)	\$ 11,500
3. Asbestos / Lead Based Paint Survey (Allowance)	\$ 10,000
TOTAL SUB-CONSULTANT FEES	\$ 25,000

TOTAL PROJECT FEE **\$ 109,710**

This proposal is based on our current rate schedule, a copy of which is attached. These rates will remain effective until June 30, 2020 after which they may be adjusted upward based on normal increases within the Cardno Organization. If agreeable, your signature below will serve as our authorization to proceed.

January 14, 2020

Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite 228
Clearwater, Florida 33764

Attn: Mr. Michael R. Mason, AIA, LEED AP
President

**RE: Proposal for Geotechnical Services
Hernando County Judicial Complex
Brooksville, Florida
Our File DES 1911408P**

Dear Mike:

Pursuant to your request, we are pleased to furnish a proposal for providing geotechnical services with respect to the planned improvements at the Hernando County Judicial Complex. Presented, herein is a brief description of the requested scope of services together with associated fees.

SCOPE OF SERVICES

Based upon input from the project structural engineer, two (2) 20-foot deep Standard Penetration Test (SPT) borings have been requested at the locations of exterior enhancements. Additionally, on the exterior of the existing building, the site civil consultant has requested a 15-foot deep SPT boring together with two (2) classification borings to a depth of 10 feet. In addition, two (2) borings will be performed at this time to secure Shelby Tube samples to obtain a measure of the permeability characteristics of the subgrade soils in advance of demolition of existing courtyard facilities. Shelby tubes will be secured in a borehole that will be advanced to a nominal depth of 15 feet to establish the general soil profile. In addition, your civil consultant recommended budgeting for two (2) future Double-Ring Infiltration (DRI) tests that may be requested after demolition of the courtyard when the area will become accessible for excavating the pit for the performance of the infiltration test.

One (1) Standard Penetration Test boring will be performed within the interior of the existing building at the garage level to evaluate subsurface conditions for the planned elevator addition. The performance of this test boring will necessitate the utilization of our hydraulic micro-drill that can access the garage area adjacent to the proposed elevator location. The micro-drill is powered by a hydraulic power pack which would be positioned outside of the garage so as to not produce any combustion byproducts within the garage area. We anticipate performing this test boring to a depth of 35 feet below existing grade.

A limited program of laboratory testing is also contemplated in anticipation that clayey soils may be encountered at relatively shallow depths in our geotechnical studies. Our laboratory tests would include grainsize analyses, Atterberg Limits and falling head permeability tests conducted on the Shelby tube samples that will be secured in our field investigation.

The results of our geotechnical investigation will be included in a report encompassing a presentation and discussion of the following:

1. Logs of the exploratory borings
2. Results of laboratory testing
3. Discussion of subsurface soil and groundwater conditions
4. Recommendations for subgrade preparation and foundation design
5. Pavement design considerations
6. Recommendations for quality assurance inspection and testing during the construction stage
7. Geotechnical construction considerations

REQUESTED FEES

Appended is a schedule of fees under which we propose to provide our geotechnical services. Based upon the attached schedule we would project a budget of **\$13,100.00**. Certainly, should conditions be encountered that may warrant modifying the scope of our work, we would discuss these with you and secure your authorization prior to exceeding this budget.

You will note that these fees are based upon the fact that we were informed that the field investigative effort must necessarily be performed either at night or on weekends. We have, therefore, planned for the performance of our field studies on a weekend so as not to have any impact upon on-going judicial activities.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to serve you and we trust that if you have any questions, you will not hesitate to give us a call.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.



F. Jaime Driggers, P.E.
President

FJD-PRO\2019\1911408P

Copies: (1) Email mmason@masonblau.com

UNIT FEES AND ESTIMATED COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEES</u>	<u>ESTIMATED AMOUNT</u>	<u>ESTIMATED COST</u>
1.	Mobilization and Demobilization	\$700.00 LS	1	\$700.00
	a) Layout Boring locations and coordinate utility locates	400.00 LS	1	400.00
2.	Micro-Drill Test Boring in Garage for elevator (1 @ 35')	2,500.00/Day	1 Day	2,500.00
3.	Test Borings (Track-Mounted Drill) (2 @ 20'; 1 @ 15'; 2 @ 15')	250.00/Hr.	8 Hrs.	2,000.00
	a) 3" OD Shelby Tubes	125.00/Ea.	2	250.00
4.	Hand Auger Borings (2 @ 10')	10.75/LF	20 LF	215.00
5.	Coring and Patching Asphalt or Concrete	64.50/Ea.	8	516.00
6.	Grouting Boreholes	5.50/LF	120 LF	660.00
7.	Double-Ring Infiltration (after demolition of courtyard)	520.00/Ea.	2	1,040.00
8.	Laboratory Testing			
	a) Grainsize Analysis	32.50/Ea.	10	325.00
	b) Atterberg Limits	70.00/Ea.	6	420.00
	c) Falling Head Permeability	187.50/Ea.	2	375.00
9.	CADD Operator	75.00/Hr.	8 Hrs.	600.00
10.	Administrative Assistant	60.00/Hr.	4 Hrs.	240.00
11.	Principal Engineer	235.00/Hr.	12 Hrs.	2,820.00

ESTIMATED BUDGET: \$13,061.00

TOTAL SUGGESTED BUDGET \$13,100.00



Bennett Design and Consulting, Inc.

Bennett Design & Consulting, Inc.
3517 Sam Allen Oaks Circle
Plant City, FL 33565
State License: ID-0003724

January 24, 2020

Mr. Mike Mason
Mason Blau and Associates, Inc.
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

RE: Architectural and Engineering Services for the Judicial Renovations project for
Hernando County

Dear Mr. Mason:

I am pleased to submit the following proposal for interior design services for project mentioned above. Services are based upon approximately 22,910 sf, and shall include the following:

1. Meeting as required with the client to determine design direction.
2. Selection of finishes which includes coordination of existing and new finishes
3. Meeting with client to review finish options and adjust as necessary.
4. Development of one (1) color book organizing selected finishes for Pinellas County. Board will represent one scheme only. In addition, one finish booklet will be provided to the architect for his records.
5. Selection of finish colors for furniture required for scope of project.
6. Preparation of construction documents and specifications for bid.



Bennett Design and Consulting, Inc.

7. Bidding and negotiation.
8. Construction Administration

Compensation for the services described above shall be a flat fee of \$19,473.00. Reimbursable expenses shall be \$900. Any additional services will be based on an hourly rate of \$100.

Thank you for your consideration and please notify me if this proposal meets your approval and/or if any modifications need to be implemented.

Sincerely,

Shari Sparkman Bennett

President
Bennett Design Consulting, Inc.
bennettdesignconsulting@gmail.com
813.220.0246



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("**Agreement**") shall be effective commencing the ____ day of _____, 2020, between MASON BLAU AND ASSOCIATES, INC (herein referred to as the "**Client**"), whose mailing address is 4625 East Bay Drive, Suite 228, Clearwater, FL 33764, and TWO TRAILS, INC., a Florida corporation, ("**Consultant**"), whose mailing address is 8955 U.S. Hwy 301 N #386, Parrish, FL 34219.

WITNESSETH:

Property located in Brooksville, FL commonly known as Hernando County Judicial Complex (the "**Project**").

WHEREAS, Client desires to commission the services of a consultant to perform the hereinafter described services, and Consultant desires to be so commissioned.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties agree as follows:

1. SCOPE OF SERVICES.

a. A description of the nature and scope of services to be performed by Consultant under this Agreement ("**Basic Services**") is set forth in **Exhibit "A"** attached hereto and incorporated herein by reference.

b. Additional Services: Client may, from time to time, authorize Consultant in writing to perform additional services ("**Additional Services**"), in which event Consultant shall perform same. Any such Additional Services shall be set forth in an Amendment to this Agreement which shall be executed by both parties and which shall be governed by the terms and conditions of this Agreement unless otherwise expressly set forth therein.

c. Reduction of Scope of Services: Basic Services plus Additional Services are hereinafter referred to collectively as "**Services**." Client retains the right, in its sole discretion, to reduce any portion of the scope of Services.

d. Time for Completion: Consultant shall commence the Services upon execution of this Agreement, or as otherwise directed by Client, and shall complete same as progress of construction requires, it being understood and agreed that TIME IS OF THE ESSENCE of this Agreement. Final certifications shall be completed as soon after issuance of a Certificate of Occupancy on the subject buildings is issued as possible.

e. Acceleration: Consultant shall accelerate performance of its Services in the manner directed by Client in the event that Client, in its sole discretion, determines that such acceleration is necessary to maintain the Schedule. If acceleration is required as a result of delays caused solely by Consultant, then such acceleration shall be at no additional cost to Client. If acceleration is required as a result of delays partially caused by Consultant, then such portion of any accelerated service partially caused by Consultant shall be at no additional cost to Client, and any other portion of any such accelerated service shall be compensated as an Additional Service. If acceleration is required as a result of delays or design modifications caused by Client or



TWO TRAILS, INC.

8955 U.S. HWY 301 N #386 PARRISH, FL 34219 PH 941-776-8680 FAX 941-735-6388
WWW.TWOTRAILS.COM



applicable regulatory agency, such acceleration shall be compensated as an Additional Service. The failure or refusal of any time attributable to Client's authorization of Additional Service by Consultant shall not be considered a cause of delay attributable to Consultant under this paragraph.

2. COMPENSATION.

a. Client shall pay for the performance of the Services, as directed by the Client's representative, based upon the rates set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference. Reimbursable expenses shall be paid by Client to Consultant subject to and in accordance with the terms and conditions of **Exhibit "C"** ("**Reimbursable Expenses**").

b. The basis of compensation for any Additional Services shall be set forth in an Amendment to this Agreement providing for such Additional Services. Any Additional Services performed by Consultant prior to execution by both parties of an Amendment shall be at Consultant's sole risk and expense and shall not be compensated by Client. Any delay attributable to the drafting, negotiation and/or execution of the scope of Additional Services shall not be attributable to Consultant.

c. Payments shall be made monthly for Services provided by Consultant, based upon the actual cost incurred by the Consultant at the agreed rates through the end of the billing period for which an invoice is submitted, less the sum of previous payments. Consultant shall invoice Client and Client shall pay each invoice (or uncontested portion thereof) within thirty (30) days after receipt of invoice. Invoices shall (i) itemize and include complete documentation and substantiation for all charges being invoiced, (ii) itemize each Amendment and amount being billed against such Amendments in the invoice, and (iii) itemize all amounts previously invoiced and paid. All invoices shall be addressed to:

MASON BLAU AND ASSOCIATES, INC
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

3. PROJECT CONSTRUCTION BUDGET.

Intentionally omitted.

4. **BOOKS AND RECORDS.** Consultant shall maintain, in accordance with generally accepted accounting principles, comprehensive books and records relating to all Services performed under this Agreement, which shall be retained by Consultant for a period of at least four (4) years from and after the completion of all Services.

5. **DELIVERABLES.** "Deliverables" shall mean all drawings, specifications, data, ideas, designs, concepts, sketches, artwork, molds, models, tooling, programs, software, reports, improvements, inventions, original works of authorship or other tangible or intangible work product in whole or in part conceived, produced, commissioned or acquired by Consultant in connection with the Services. Consultant shall supply all Deliverables to Client in accordance with the requirements of this Agreement. Consultant is and shall be fully responsible for the preparation and accuracy of all Deliverables and the strict compliance of the Deliverables with all requirements hereof. Client's review, approval, action or inaction taken on the Deliverables is for Client's





convenience and/or to express Client's opinion and shall not relieve or discharge Consultant either expressly or by implication from its responsibilities and obligations hereunder.

6. OWNERSHIP OF DELIVERABLES.

a. Title to all Deliverables shall be and remain the sole and exclusive property of Client when produced, whether or not fixed in a tangible medium of expression. In the event of early termination of the Services hereunder, Consultant shall deliver to Client all Deliverables whether complete or not.

b. Without limiting the foregoing, Consultant agrees that any Deliverables shall be deemed to be "works made for hire" for Client as the author, creator, or inventor upon creation; provided, however, that in the event and to the extent that such Deliverables are determined not to constitute "works made for hire" as a matter of law, Consultant hereby irrevocably assigns and transfers such property, and all right, title and interest therein, whether now known or hereafter existing, including, but not limited to, patents and copyrights, to Client and its successors and assigns. Consultant grants to Client all rights, including, without limitation, reproduction, manufacturing and moral rights, throughout the universe in perpetuity and in all languages and in any and all media whether now or hereafter known, with respect to such Deliverables. Consultant acknowledges that Client is the motivating force and factor, and for purposes of copyright or patent, has the right to such copyrightable or patentable Deliverables produced by Consultant under this Agreement. Consultant shall deliver all Deliverables to Client promptly upon their completion or the sooner termination of Consultant's services hereunder. Consultant agrees to execute any and all documents and do such other acts as requested by Client to further evidence any of the transfers, assignments and exploitation rights provided for herein.

c. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY OF MATERIAL. Consultant may, during the course of providing its Services hereunder or in relation to this Agreement, have access to and acquire knowledge regarding plans, concepts, designs, drawings, artwork, materials, data, systems and other information of or with respect to the Client or Client's Representative, or any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public ("**Confidential Information**"). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc. shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by Consultant from such Confidential Information or otherwise through its engagement hereunder shall not be used, published or divulged by Consultant to any other person, firm or corporation, or used in any advertising or promotion regarding Consultant or its services, or in any other manner or connection whatsoever outside the Scope of Services, without first having obtained the written permission of Client, which permission Client may withhold in its sole discretion. Consultant specifically agrees that the foregoing confidentiality obligation applies to, but is not limited to, any information disclosed to Consultant in any document provided to Consultant pursuant to or in connection with this Agreement, including, but not limited to, a Request for Proposal, Request for Estimate, Request for Quotation and Invitation to Bid. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.



TWO TRAILS INC.

1000 S. W. 10th Ave., Suite 100, Fort Lauderdale, FL 33315 PH: 954-776-8580 FAX: 954-776-6182
WWW.TWOTRAILS.COM



8. INSURANCE AND INDEMNIFICATION.

a. Consultant, shall, throughout the performance of their respective Services hereunder, maintain:

(i) Commercial General Liability Insurance to include contractual and products/completed operations, with minimum limits of \$1,000,000 per occurrence, protecting Consultant, Client and Client's Representative from claims for personal injury (including bodily injury and death) and property damage which may arise from or in connection with Consultant's performance of the Services, this Agreement, or from or out of any negligent act or omission of Consultant, its officers, directors, agents, subcontractors, or employees;

(ii) Workers' Compensation Insurance as required by applicable law and Employer's Liability Insurance with minimum limits of \$100,000 per occurrence; and

(iii) intentionally deleted

b. All such insurance required by this Article shall be with companies and on forms acceptable to Client and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days unrestricted prior written notice thereof is furnished to Client. All insurance shall be primary and non-contributory with regard to any other insurance available to Client and Client's Representative. All insurance shall be written by companies with a BEST Guide rating of B+ VII or better. Certificates of insurance (or copies of policies, if required by Client) shall be furnished to Client and shall include Client, its supervisors, officers and employees agents and assigns and Client's Representative and its parent, affiliated and related companies, officers, directors, employees, agents and assigns of each as additional insureds and shall contain a waiver of subrogation. (The additional insured requirement applies to all coverages except Workers' Compensation and Employers Liability).

c. Consultant shall indemnify, defend and hold harmless Client and its supervisors, officers and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness, or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

d. Consultant shall indemnify, defend and hold harmless Client's Representative and its parent, subsidiary, related and affiliated companies and the officers, directors, agents, employees and assigns of each from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by Consultant's negligence, recklessness or intentionally wrongful conduct. The provisions of this paragraph shall survive the expiration or sooner termination of this Agreement.

9. PROFESSIONAL STANDARDS.

a. Consultant hereby represents and warrants that it has the professional experience and skill to perform the Services required to be performed hereunder; that it shall comply with all applicable federal, state and local laws, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines; that it shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner; that it has sufficient capital assets and is adequately financed to meet all financial obligations it may be required to incur hereunder; that the Deliverables shall not call for the use of nor infringe any patent, trademark, service mark, copyright



TWO TRAILS INC.

3555 U.S. HWY 301N NO. 106 FORT WORTH, TX 76114 PH: 817-776-8000 FAX: 817-239-6358
WWW.TWOTRAILS.COM



or other proprietary interest claimed or held by any person or interest absent prior express written consent from the Client; and that it shall provide and employ in connection with the performance of Services personnel qualified and experienced in their profession, it being understood that Client may at any time require Consultant to remove, and Consultant shall forthwith remove, any person employed in connection with the performance of the Services for any reason whatsoever.

b. If, at any time during the performance of its Services or during the maximum period permitted by applicable law after completion of same, it is discovered that Consultant or any of its officers, directors, agents, subcontractors, or employees, has committed any negligent act, error or omission, or has failed to meet the warranties and representations contained herein, which has caused or will cause additional expense to Client, then Consultant shall, at Client's request, promptly make all necessary corrections and/or bear any and all such additional expenses associated with the correction of same. The foregoing is without limitation of Client's other rights under this Agreement or at law.

10. DETERMINATION OF DISPUTES/CHOICE OF LAW. Any controversy or claim between the parties to this Agreement shall, prior to the filing of any legal actions or proceedings, be submitted to mediation in Sarasota, Florida, in accordance with the rules of the judicial arbitration and mediation services operated by JAMS ("JAMS") or its successor organization, and the parties shall use their reasonable and good faith efforts to reach a mediated resolution. Each party shall bear one-half of the fees and costs payable to a mediator in any mediation conducted under this Section, and all other fees and expenses, including attorneys' fees, shall be paid and borne by the party incurring the same.

If above method does not result in a resolution, the following procedure will take place. A "Proceeding", shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Sixth Judicial Circuit in and for Sarasota County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Sarasota County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

11. SUSPENSION/TERMINATION FOR CONVENIENCE.

a. Anything herein to the contrary notwithstanding, Client may, for convenience, terminate this Agreement upon thirty (30) days prior written notice to Consultant. In the event of such termination, Client's sole obligation and liability to Consultant, if any, shall be to pay Consultant the Fee Compensation earned by Consultant for the performance of the Services and such reimbursable expenses incurred through the date of termination only. Client shall be liable for any lost profits, lost revenue and unabsorbed overhead or any other losses of any kind whatsoever associated with any Services not performed. All deposits are non-refundable.

b. Upon delivery to Consultant of a written notice to suspend services ("Notice to Suspend Services"), Consultant shall immediately suspend performance of its Services in the manner and for the duration directed by Client in said Notice to Suspend Services. Consultant shall take reasonable steps to preserve any Deliverables in progress at the time of suspension. Upon written notice that the suspension has been canceled, Consultant shall be



TWO TRAILS INC.

3955 U.S. HWY 301 N. N. 135 PARRISH, FL 34219 PH 941 776-8680 FAX 941 233-6318
WWW.TWOTRAILS.COM



entitled to an equitable adjustment to the Schedule only. In no event shall any suspension of Services exceed one (1) year in duration.

12. ASSIGNMENT. This Agreement is for the personal services of Consultant and may not be assigned by Consultant, nor shall it be assignable by operation of law, without the prior written consent of Client, which consent Client may withhold in its sole discretion. Client reserves the right to assign or novate all or any portion of this Agreement and Consultant agrees to execute all documents that are required (if any) to effectuate such assignment or novation.

13. NOTICE.

a. Notices required or permitted to be given hereunder shall be in writing, may be delivered personally to an officer or designated representative of the party to be served or sent by first class mail, facsimile to be confirmed by first class mail, or messenger services and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Client: MASON BLAU AND ASSOCIATES, INC
4625 East Bay Drive
Suite 228
Clearwater, FL 33764

If to Consultant: Drew M. Smith, COO
Two Trails, Inc.
8955 U.S. Hwy 301 N.
#386
Parrish, FL 34219

or to such other address as either party may direct by written notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered hereunder shall not be deemed ineffective if actual delivery cannot be made due to an unnoticed change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

14. PROMOTION. Consultant shall acquire the right under this Agreement to use the marks or logos of Client or its parent, related, affiliated or subsidiary companies, and, Client's name may be used in the Consultant's advertising, publicity, or promotion, including, but not limited to, the Internet. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

15. CODES. Consultant's Services shall conform to all applicable federal, state, and local laws, statutes, codes ordinances and agency regulations, as same may be amended from time to time, which have jurisdiction and which are current at the time Consultant renders Services hereunder.

16. NO AGENCY.

a. It is the express intention of the parties that Consultant is an independent contractor and not an employee, agent, joint venturer or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of





employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others during the term of this Agreement.

b. Consultant is responsible for paying all required state and federal taxes, including without limitation, FICA, FUTA, SUI, DUI, worker's compensation, and other employee benefits.

c. Consultant shall complete, execute and deliver to Client a Request For Taxpayer Identification And Certification Form (W-9) prior to, or concurrent with, the execution of this Agreement by Consultant. Failure to comply with this requirement shall constitute a material breach of this Agreement and Client shall have the right to terminate this Agreement with no further obligations to Consultant and to seek any damages caused by said failure. The provisions of this Article 18(c) shall not apply if Consultant has, prior to execution hereof, submitted to Client a Request For Taxpayer Identification and Certification Form (W-9), provided that said Form is current at the time of execution hereof and remains current during the performance of Services hereunder.

17. GOVERNING LAW. This Agreement shall be governed by, and be construed in accordance with, the laws of the State of Florida, to the exclusion of its rules concerning conflicts of laws.

18. ENTIRE AGREEMENT.

a. This Agreement supersedes any and all discussions, understandings or other agreements, either oral or written, between the parties hereto with respect to the Services and contains all the covenants and agreements between the parties with respect to the Services. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, course of dealing, usage of trade, or promise not contained in this Agreement shall be valid or binding or used to interpret this Agreement. Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

b. Any failure by Client to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Client may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

c. In the event either party hereto institutes legal proceedings to enforce its rights under this Agreement, the party prevailing therein shall be entitled to recover reasonably attorney's and legal assistants fees and costs from the party not prevailing therein, whether incurred in preparation thereof, in arbitration, in mediation, at trial, on appeal, in bankruptcy or otherwise.

19. PARTIAL INVALIDITY. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. CAPTIONS. The captions contained in this Agreement are inserted for convenience of reference only and shall not be construed in any manner for the purpose of interpreting the provisions thereof.



TWO TRAILS, INC.

8955 U.S. HWY 307N RD. 386 PALM BEACH, FL 33419 PH 561-776-8588 FAX 561-239-6311
WWW.TWOTRAILS.COM



21. **EFFECTIVE DATE.** Any Services performed or caused to be performed by Consultant prior to the effective date of this Agreement shall be deemed to have been performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written.

CONSULTANT:

TWO TRAILS, INC., a Florida corporation

Authorized

Signature: _____ Date: _____

Print Name/Title: Drew M. Smith, COO

CLIENT:

MASON BLAU AND ASSOCIATES, INC

Authorized

Signature: _____ Date: _____

Print Name/Title:



TWO TRAILS, INC

8955 U.S. HWY 301N NO. 385 PARRISH, FL 34219 PH 941 776-8688 FAX 941 738-6382
WWW.TWOTRAILS.COM



<p style="text-align: center;">EXHIBIT "A" SCOPE OF SERVICES</p>
--

Consulting services as needed to aid in and certify to the Green Building standards, at Client's project, described in category as follows:

- 1) Commercial buildings;

Client and Consultant understand that presently the target standard is the United States Green Building Council – LEED EB version 4.0 standard for commercial construction.





EXHIBIT "B"
BASIS FOR COMPENSATION STATEMENT

For the Services provided by Consultant under this Agreement, the Client will remit compensation as follows:

- 1) LEED EB(United States Green Building Council)**

LEED and Sustainability Administration	\$74,860.80
Registration Fee to USGBC for 20 N. Main Building	\$1,500.00
Review Fees to USGBC for 20 N. Main Building	\$1,350.00
Cost for Certification	\$77,710.80
Optional	
Fundamental Commissioning	\$21,336.00

_____ Initial

**LEED Project Administration, Consultation, and Certification services for MASON BLAU AND ASSOCIATES, INC for LEED EB Certification. Compensation will be payable as follows: LEED registration fee due upon contract signing, remaining per draw schedule below. Progress draws in each Phase to be invoiced monthly. This fee includes required LEED registration and certification submission fees.

Draw schedule:

- Phase I 25% of Administrative fee
- Phase II 25% of Administrative fee
- Phase III 25% of Administrative fee
- Phase IV 25% of Administrative fee

Our fees include:

1. Necessary meetings (up to a total of 50 hours) to assist with developing the owner's project requirements (Additional meeting hours to be billed at \$125/hr)
2. Application submittal to LEED
3. Specification review
4. Complete assembly of submittal documents
5. Coordination of all information assembly (some information to be provided by architect, engineers, contractor or owner)
6. Final submittal to LEED

_____ Initial



TWO TRAILS, INC.

ADDRESS: 4000 U.S. HWY 301 N. RD. 396 FARMERSH. FL 34219 PH: 941-770-8600 FAX: 941-238-6382
WWW.TWOTRAILS.COM



COMMISSIONING TASKS Outlined as Follows:

DESIGN DEVELOPMENT PHASE

1. Review & become familiar with Schematic Design & other design documents
2. Develop Commissioning Plan for Design Phase
3. Review Owners Project Requirements and Basis of Design

CONSTRUCTION DOCUMENTS PHASE

1. Perform a review of drawings and specifications at the 95% completion stage
2. Assist, review and approve the design development intent and operating parameters
3. Develop draft project-specific commissioning Plan for Construction Phase
4. Coordinate development of the construction commissioning specifications
5. Assist, review and approve development of construction commissioning specifications by all Design Team members

CONSTRUCTION PHASE

1. Plan & conduct commissioning scope meeting
2. Review information required to perform commissioning, including O & M manuals, contractor start-up & checkout procedures
3. Before start-up gather and review current control sequences and interlocks and work with contractor & Engineer until sufficient clarity has been obtained in writing to prepare detailed testing procedures
4. Review and approve contractor submittals applicable to systems being commissioned for compliance with commissioning needs concurrent with A/E reviews
5. Prepare and distribute pre-functional tests and checklists
6. Perform site visits as necessary to observe component and system installations. Attend selected planning and jobsite meetings to keep current with construction progress. Review construction meeting minutes for revisions/substitutes relating to commissioning process. Assist in resolving any discrepancies.

ACCEPTANCE PHASE

1. Develop enhanced start-up and initial systems checkout plan with subcontractors.
2. Review O & M manuals
3. Witness HVAC piping test and flushing procedure, sufficient to be confident that proper procedures were followed. Document this testing and include documentation in O & M manual. Notify the project manager of any deficiencies in results or procedures.
4. Witness ductwork testing and cleaning procedure, sufficient to be confident that proper procedures were followed. Document this testing and include documentation in O & M manual. Notify the project manager if any deficiencies in results or procedure.



TWO TRAILS INC.

8888 U.S. HWY 301N RD. 3805, APT 1511 FL 34719 PH 941 775 2680 FAX 941 238-8382
WWW.TWOTRAILS.COM



5. Approve systems start-up by reviewing start-up reports and by selected site observation.
6. Review Testing, Adjusting and balancing (TAB) execution plan.
7. Oversee sufficient functional testing of control systems and approve for use by TAB prior to TAB execution.
8. Approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
9. With necessary assistance and review from installing contractors, write the functional performance test procedures for equipment and systems. This may include energy management control system trending, stand-alone data logger monitoring or manual functional testing.
10. Analyze functional performance trend logs and monitoring data to verify performance.
11. Coordinate, witness, and approve manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
12. Maintain a master deficiency and resolution log and a separate testing record. Provide to the Owner written progress reports and test results with recommended actions as necessary.
13. Oversee and approve the training for the facilities personnel.
14. Compile and maintain commissioning record and building systems book.
15. Review and approve preparation of O & M manuals.
16. Provide final commissioning report.

_____ Initial

Two Trails, Inc. is a Third Party certifying agency, as such we provide inspections, clarification of standards per authenticating agency. If the builder or homeowner does not comply with checklist specifications and inspection process or does not provide agreed upon documentation or does not provide clarification documentation to Two Trails Inc. in a timely manner, a certification may not be obtained.

Certain clerical time is included in the fixed fee portions of this contract. Reasonable additional clerical time will not be charged.

Compensation will be billed and payable semi-monthly. Terms are net 15 days upon receipt of invoice. An interest charge of 10% per month will be applied toward all Fees and Expenses outstanding beyond 30 days.



TWO TRAILS, INC.

2004 U.S. HWY 301 N. NO. 385 FARMINGTON, FL 34219 PH 813-776-8500 FAX 813-776-8187
WWW.TWOTRAILS.COM



Client Information Form

Please Return To: accounting@twotrails.com



8955 US Highway 301 North, #386
Parrish, FL 34219
941-776-8680

Date: _____

General Information

Company Name: _____
Contact Name: _____
Contact Email: _____
Client Phone: _____
Client Address: _____

Billing Information

Billing Contact Name: _____
Billing Contact Email: _____
Billing Contact Phone: _____
Billing Address: _____

Insurance Certificate Information

Certificate Holder Name: _____
Certificate Holder Address: _____

Additional Insured Name(s): _____

Other Information: _____

Job Information

Job Name: _____
Services Requested: _____



TWO TRAILS, INC.

8955 U.S. HWY 301N NO. 386 PARRISH, FL 34219 PH 941-776-8680, FAX: 941-238-6382
WWW.TWOTRAILS.COM

November 26, 2019

Project: Hernando County Courts
20 N. Main Street
Brooksville, Florida

Security Automation System & Audio/Video System Design Proposal

Please find the follow proposal for the security automation system and Audio/Video System design for the above referenced project.

Scope of Work: Included in our quotation are the cost to provide design documents for the above referenced project with the following services.

- 1) Attend (8) design meetings with the owners to develop the following:
 - a) Determine security device locations and operational needs of the security system.
 - b) Review the Counties courtroom technology operational requirements and current list of equipment manufacturers. Include the necessary device layout and infrastructure to effectively implement the equipment and systems to match systems already in place at the 5th district facilities.
- 2) The Electronic Security System and Courtroom A/V design services include providing the necessary functional descriptions associated with development of floor plans, one-line riser diagrams, equipment room and control room layouts to effectively implement new systems.
- 3) Division 28 05 00 Electronic Security design including detailed Revit/CAD system plan additions and security automation system specifications.
- 4) Division 27 40 10 Audio/Visual System design including detailed Revit/CAD system plan and Audio/Visual system specifications.
- 5) Security automation system and Audio/Visual system conduit/raceway, back box and power requirements.
- 6) Labor including travel, lodging and per diem expenses to facilitate meetings.
- 7) Reviewing contractor's submittals and technical documents.
- 8) Final installation inspection and verification of systems that are fully installed and certified by installing contractor/integrator.
- 9) Insurance as required.

Exceptions: Our quotation assumes that the following will be supplied by others:

- 1) Revit/CAD back ground or back ground development if required.
- 2) Engineering or design services for tele/data infrastructure for any systems beyond security automation system or Audio/Visual systems.
- 3) State of Florida stamped documents.



- 4) Electrical systems or low voltage systems design.
- 5) System implementation, software development or manufacturing of systems.
- 6) Sales tax.

Proposal:

	Reimbursable Expenses = \$37,000.00
<u>Security Automation System and Audio/Video System Design Services =</u>	<u>\$162,550.00</u>
	Total Lot Proposal = \$199,550.00

Summary:

If you have any questions, comments or suggestions please feel free to call or email me.

Respectfully,

A handwritten signature in black ink, appearing to read 'TJ Rogers', written over a horizontal line.

TJ Rogers

**CC Construction
&A Consultants &
Associates**

January 8, 2020

Mr. Michael R. Mason, AIA
Mason & Blau and Associates, Inc.
4625 East Bay Dr Suite 228
Clearwater, Florida 33764

Re: Hernando Co. Judicial Upgrades
Brooksville, Florida

Dear Mike:

C C & A Construction Consultants & Associates, Inc. is pleased to have this opportunity to present this revised proposal to provide the following cost consulting services for the above referenced project.

Sally Port Feasibility Study Budget	approx. 8hrs @ \$150.00	\$1,200.00
Design/Development Construction Budget	approx. 30hrs @ \$150.00	\$4,500.00
60% Construction Document Budget	approx. 24hrs @ \$150.00	\$3,600.00
100% Construction Document Budget	approx. 16hrs @ \$150.00	\$2,400.00

TOTAL FEE \$11,700.00

We welcome this opportunity to work with you and your team of Professionals on this project. If you have any questions in regard to this proposal please call me at your convenience.

Sincerely,

C C & A Construction Consultants & Associates, Inc.



Robert A. Kaupp, LEED AP
President



November 26, 2019

Mike Mason, AIA
Mason Blau & Associates, Inc.
4625 East Bay Drive, Suite #228
Clearwater, FL 33764

Dear Mike,

The following is a summary of Keane Acoustics' proposed fee budget for Hernando County Courts project.

Introduction

It is understood that the proposed scope will include both new construction and improvements to the existing facility, involving the Basement, First, Second, Third and Fourth floors. Work will involve courtrooms, chambers, and other operational and circulation spaces.

Acoustical Goals

Noise inside the facility should be mitigated to a reasonable sound level.

Certain areas of the facility will require sound isolation and/or speech privacy.

Noise from plant equipment should be controlled and should not propagate into adjacent rooms and buildings within the facility nor neighboring properties falling within the limits of applicable noise ordinances.

To ensure these fundamental goals are met, the following acoustical consulting scope is recommended:

Scope of Work

It is understood that the project will involve the following phases:

- Schematic Design Confirmation
- Design Development
- Construction Documents
- Bid and Construction

Detailed Tasks

The following tasks will be completed:

Schematic Design Confirmation

The following tasks will be completed during the Schematic Design phase.

- Review existing plans
- Research current local ordinances
- Research current Hernando County Courts acoustical design criteria
- Conduct visit to proposed site to help determine baseline acoustical criteria by the following:
 - Measurements of current ambient sound levels
 - Measurements of operational sound levels of current mechanical equipment
 - Sound isolation measurements of critical partitions (as needed)
- Establish acoustic criteria for: a) background noise levels; b) sound insulation of internal and external partitions; c) room reverberance d) room shaping; e) electroacoustic performance of sound systems
- Assist the architect with the space planning of the building to optimize adjacencies between noise sensitive and noise generating rooms

Deliverables

- Basis of Design Report
- Sketches, mark-ups, cut sheets as needed

Meetings

- Attend up to two local design meetings

Design Development

The following tasks will be completed during the Design Development phase.

- Provide recommendations of the amount, type and location of sound absorbing finishes required to meet the room acoustic design targets
- Provide recommendations regarding partitions, ceilings, and doors to meet the acoustic design targets
- Provide an initial assessment of equipment noise potential, and recommend systems configuration and/or relocation
- Identify costs for key acoustic elements
- Conduct acoustic design studies for critical items to determine performance of the design as compared to the acoustic design targets
- Discuss options and alternatives with the design team and develop the preferred design approach to achieve the design goals

- Conduct review of the design development drawings as issued by the architect and engineers to monitor design process and ensure that acoustical recommendations are implemented. Provide comments/mark-ups as necessary to support the design development
- Highlight any serious acoustical deficiencies
- Provide guidance to address acoustical deficiencies
- Identify costs for key acoustic elements
- Provide draft specification clauses and sketch construction details for inclusion into the architectural and engineering sections regarding materials, equipment noise and vibration control

Deliverables

- Drawings review report (all sub-projects integrated into one report)
- Sketches, mark-ups, cut sheets as needed
- Specification clauses for inclusion into the architectural and engineering sections.

Meetings

- Attend up to two local design meetings

Construction Documents

The following tasks will be completed during the Construction Documents phase:

- Conduct review of the 60% CD drawings as issued by the architect and engineers to monitor design process and ensure that acoustical recommendations are implemented. Provide comments/mark-ups as necessary.
- Provide draft specification clauses and sketch construction details for inclusion into the architectural and engineering sections regarding materials, equipment noise and vibration control when needed.
- Review 100% drawings and specifications to verify that previous recommendations are coordinated, integrated, and documented among architectural and engineering disciplines.
- Assist the Architect with final detailing of acoustic related construction elements and finishes (where applicable).

Meetings

- We will attend up to two local design meetings. Other meetings will be conducted via phone as necessary.

Deliverables

- 60% and 100% review reports that review the status of the acoustical design, and comment on the extent to which issues raised by the acoustical consultant have been addressed and incorporated, including final recommendations.

Bidding and Construction Support Services

During the Bid and Construction phases we will respond to requests for information on interpretation and clarification of construction issues relating to acoustics. We will conduct site visits to review construction of acoustically-related design elements.

Design and Technical Strategies

- Respond to requests for information on interpretations and clarifications of construction issues relating to acoustics.
- Conduct site visits to review construction progress and quality of workmanship.
- Issue site review notes, indicating issues that do not match the design intent.

Deliverables

- Responses to RFI's. Issue site review notes and punch lists.

Meetings

- We will conduct up to 4 site visits to review construction progress and quality of workmanship on an as needed basis.

Fees and ExpensesTime and Fee Summary

The proposed fee budget is tabulated below for each sub-project. Additional services will be billed per the attached fee schedule upon approval.

Sub-Project	Fee	Meetings/Site Visits
Schematic Design Confirmation	\$4,900	Up to 2
Design Development	\$5,600	Up to 2
Construction Documents	\$5,600	Up to 2
Bidding and Construction Administration	\$4,900	Up to 4

Reimbursable expenses for the project are anticipated to be Instrumentation and Mileage per the attached fee schedule. Expenses for this project are estimated to be less than \$800.

Total project fee including expenses is not to exceed \$21,800.

The above scope and fee are based on the following assumptions:

- 1) Drawing or specification markups may be used to convey information to architect
- 2) AutoCAD drafting by others
- 3) Post construction testing will occur at a sampling of locations as necessary

Terms and Conditions

Billings

The work will be billed on a monthly basis until completion. (Payment due within thirty (30) days of date of the invoice.) Reimbursable expenses and additional services (if authorized) will be billed at the end of the month during which costs are expended.

Please feel free to contact me if you have any comments/questions.

Best regards,

A handwritten signature in black ink, appearing to be 'Michael Keane', written in a cursive style.

Michael Keane, P.E.

Accepted

Date

FEE SCHEDULE

1/01/2019

Principal Engineer	\$175.00/Hr.
Sound Level Meter	\$25.00/Hr.
Mileage	\$.65/mile

* Hourly rates are portal to portal.

** Hourly rates are effective through December 31, 2019, then subject to change.

Exhibit "B"

	HOURS								TOTAL HOURS
	PRINCIPAL	ARCHITECT	PROJECT MANAGER	CONSTRUCTION ADMINISTRATOR	SENIOR DESIGNER	JUNIOR DESIGNER	ADMINISTRATIVE MANAGER	CLERICAL	
MASON BLAU & ASSOCIATES, INC.	\$195.00	\$100.95	\$134.85	\$110.55	\$84.45	\$82.53	\$93.15	\$60.00	
Schematic Design Confirmation Phase	280.00	120.00	100.00		170.00	65.00	38.00	48.00	821.00
Design Development Phase	410.00	330.00	380.00		420.00	210.00	110.00	162.00	2022.00
Construction Document Phase 60%	405.00	329.00	380.00		420.00	205.00	106.00	158.00	2003.00
Construction Document Phase 100%	350.00	180.00	150.00		238.00	110.00	63.00	76.00	1167.00
Bidding & Negotiation Phase	138.00	56.00	46.00		82.00	34.00	14.00	23.00	393.00
Construction Administration Phase	350.00	270.00	232.00		380.00	122.00	60.00	80.00	1494.00
Project Completion and Closeout Phase	28.00	8.00	8.00		20.00	10.00	2.00	4.73	80.73
Sub Totals	1,961.00	1,293.00	1,296.00	0.00	1,730.00	756.00	393.00	551.73	7,980.73
Sub Totals	\$382,395.00	\$130,528.35	\$174,765.60	\$0.00	\$146,098.50	\$62,392.68	\$36,607.95	\$33,103.92	\$0.00
									\$965,892.00

	HOURS								
	PRINCIPAL ENGINEER	SENIOR ENGINEER	CADD TECHNICIAN	ADMINISTRATIVE ASSISTANT					TOTAL HOURS
DRIGGERS ENGINEERING, INC.	\$235.00	\$195.00	\$75.00	\$60.00					
All Geotechnical Services									0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,100.00

	HOURS								
	PRINCIPAL	SENIOR ENGINEER	PROJECT ENGINEER	PROJECT PLANNER	LANDSCAPE ARCHITECT	SENIOR DESIGNER	CLERICAL		TOTAL HOURS
CARDNO	\$290.00	\$170.00	\$145.00	\$110.00	\$115.00	\$120.00	\$70.00	\$0.00	
Schematic Design - Kickoff Meeting/Program Confirmation, Civil Plans Update, Pre-Application Meetings (4), Owner Workshop, LEED/FGBC Coordination	4.00	32.00	12.00	4.00		20.00	8.00		80.00
Design Development - Civil Plans, Landscape & Irrigation Plans, Outline Specifications, Design Team Meeting (1), Owner Workshop, LEED/FGBC Coordination	4.00	20.00	12.00	8.00	24.00	38.00	4.00		110.00
Construction Documents - Civil Plans (60/100 Milestones), Landscape Architect Plans, Full Specifications, Design Team Meeting (1), Owner Workshop (60 & 100 Submittals), LEED Coordination, Base Plan Revisions.	4.00	33.00	32.00	5.00	16.00	44.00	10.00		144.00
Permitting - NPDES Permit (by Contractor), Hernando County Utilities, Hernando County Site Development, SWFWMD ERP, FDOT Access (2)/Drainage (2)/Maintenance Agreement, LEED Certification (Budget, as Needed)	8.00	16.00	16.00	4.00	10.00	48.00	5.00		107.00
Bid and Post Design Services A) Bid Phase Services (NTE). B) Post Design Construction Services (NTE). C) Meetings & Coordination (NTE)	4.00	56.00	32.00	4.00	4.00	25.00	8.00		133.00
Feasibility for Sally Port/Holding Cell Relocation - Schematic & Narrative for Civil Component	2.00	6.00	6.00	5.00		4.00	1.00		24.00
TOTAL HOURS	26.00	163.00	110.00	30.00	54.00	179.00	36.00	0.00	598.00
Sub Totals	\$7,540.00	\$27,710.00	\$15,950.00	\$3,300.00	\$6,210.00	\$21,480.00	\$2,520.00	\$0.00	\$84,710.00

	HOURS								
	FLAT RATE								TOTAL HOURS
CARDNO - SUB CONSULTANT FEES									
Survey	\$3,500.00								3,500.00
Sub-Surface Utility Engineering Allowance	\$11,500.00								11,500.00
Asbestos / Lead Based Paint Survey	\$10,000.00								10,000.00
TOTAL HOURS	\$25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	25,000.00
Sub Totals	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00

	HOURS									TOTAL HOURS
	PRINCIPAL	SENIOR PROFESSIONAL	FORENSIC PROFESSIONAL	SENIOR PROJECT MANAGER	PROJECT MANAGER	STRUCTURAL DESIGNER	CONSTRUCTION COORDINATOR	CAD OPERATOR	CLERICAL	
PENNONI	\$210.00	\$180.00	\$180.00	\$173.00	\$166.00	\$158.00	\$120.00	\$110.00	\$74.00	
Pre-Design Site Visit			8.00							8.00
Feasibility Study & Report	2.00	2.00	12.00	5.00				4.00	4.00	29.00
Design Development Phase	2.00	4.00	8.00	6.00	12.00	8.00		16.00	4.00	60.00
Construction Document Phase 60%	1.00	6.00	6.00	12.00	18.00	18.00		40.00	2.00	103.00
Construction Document Phase 100%	1.00	2.00	2.00	4.00	6.00	6.00		8.00	2.04	31.04
Bidding & Negotiation Phase				4.00				4.00		8.00
Construction Administration Phase					8.00		24.00			32.00
TOTAL HOURS	6.00	14.00	36.00	31.00	44.00	32.00	24.00	72.00	12.04	271.04
Sub Totals	\$1,260.00	\$2,520.00	\$6,480.00	\$5,363.00	\$7,304.00	\$5,056.00	\$2,880.00	\$7,920.00	\$891.00	\$39,674.00

	HOURS									TOTAL HOURS
	PRINCIPAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGNER	CLERICAL					
GRINER ENGINEERING, INC.	\$150.00	\$95.00	\$75.00	\$65.00	\$40.00					
Schematic Design Confirmation Phase	12.00	14.00	16.00	14.00	16.00					72.00
Design Development Phase	24.00	26.00	36.00	34.00	36.00					156.00
Construction Document Phase 60%	46.00	62.00	80.00	80.00	50.00					318.00
Construction Document Phase 100%	70.00	90.00	93.00	93.00	62.00					408.00
Bidding & Negotiation Phase	10.00	12.00	22.00	22.00	12.00					78.00
Construction Administration Phase	49.50	60.00	79.75	16.00	30.00					235.25
Project Completion and Closeout Phase	3.00	3.00	3.00		3.84					12.84
TOTAL HOURS	214.50	267.00	329.75	259.00	209.84	0.00	0.00	0.00	0.00	1,280.09
Sub Totals	\$32,175.00	\$25,365.00	\$24,731.25	\$16,835.00	\$8,393.75	\$0.00	\$0.00	\$0.00	\$0.00	\$107,500.00

	HOURS								
	PRINCIPAL ENGINEER	SENIOR ENGINEER	ENGINEER	SENIOR PROJECT MGR	CADD TECHNICIAN	SENIOR DESIGNER	DESIGNER	CLERICAL	TOTAL HOURS
MPS ENGINEERING, INC.	\$165.00	\$135.00	\$120.00	\$120.00	\$75.00	\$120.00	\$100.00	\$60.00	
Schematic Design Confirmation Phase	6	6	8	10	6	6	2	3	47.00
Design Development Phase	11	11	17	21	13	11	9	5	97.50
Construction Document Phase 60%	23	26	42	40	32	28	26	15	232.00
Construction Document Phase 100%	26	30	60	60	48	52	52	22	350.00
Bidding & Negotiation Phase	8	8	10	12	8	8	2	4	60.00
Construction Administration Phase	18	20	35	28	20	20	17	10	168.00
Project Completion and Closeout Phase	2	2		4				1.83	9.83
TOTAL HOURS	94.00	103.00	172.00	175.00	127.00	125.00	108.00	60.33	0.00
Sub Totals	\$15,510.00	\$13,905.00	\$20,640.00	\$21,000.00	\$9,525.00	\$15,000.00	\$10,800.00	\$3,620.00	\$0.00
									\$110,000.00

	HOURS								
	SENIOR ENGINEER	PROJECT ENGINEER	ENGINEER	SENIOR PROJECT MGR	CADD TECHNICIAN	DESIGNER	SENIOR CONSTRUCTION MGR	CONSULTANT	TOTAL HOURS
ROGERS & ROGERS	\$180.00	\$180.00	\$150.00	\$150.00	\$116.00	\$136.00	\$136.00	\$136.00	
Schematic Design Confirmation Phase	30				120				150.00
Design Development Phase	90	140			160				390.00
Construction Document Phase 60%	60	120			150				330.00
Construction Document Phase 100%	40	54			136				230.00
Bidding & Negotiation Phase	30	41							71.00
Construction Administration Phase	40	79.75			29.64655				149.40
TOTAL HOURS	290.00	434.75	0.00	0.00	595.65	0.00	0.00	0.00	1320.40
Sub Totals	\$52,200.00	\$78,255.00	\$0.00	\$0.00	\$69,095.00	\$0.00	\$0.00	\$0.00	\$0.00
									\$199,550.00

	HOURS									TOTAL HOURS
	PRINCIPAL									
BENNETT DESIGN & CONSULTING	\$100.00									
Schematic Design Confirmation Phase	10.75									10.75
Design Development Phase	21.5									21.50
Construction Document Phase 60%	51.5									51.50
Construction Document Phase 100%	70.5									70.50
Bidding & Negotiation Phase	10.5									10.50
Constructruction Administration Phase	38.98									38.98
TOTAL HOURS	203.73									203.73
Sub Totals	\$20,373.00									\$20,373.00

	HOURS									TOTAL HOURS
	PRINCIPAL ENGINEER	SOUND LEVEL METER	PROJECT MANAGER	STRUCTURAL DESIGNER	CONSTRUCTION COORDINATOR	CADD OPERATOR	FORENSIC ENGINEER	CLERICAL		
KEANE ACOUSTICS	\$175.00									
Schematic Design Confirmation Phase	6									6.00
Design Development Phase	14									14.00
Construction Document Phase 60%	32									32.00
Construction Document Phase 100%	42									42.00
Bidding & Negotiation Phase	6.5714									6.57
Constructruction Administration Phase	24									24.00
TOTAL HOURS	124.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	124.57
Sub Totals	\$21,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,800.00

	HOURS									
	PRIMARY CONSULTANT									TOTAL HOURS
TWO TRAILS	\$125.00									
LEED & Sustainability Administration - 74,860.80										0.00
Registration Fee - 1500.00										0.00
Review Fee - 1350.00										0.00
Fundamental Commissioning - 21336.00										0.00
										0.00
TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	792.00
Sub Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$99,046.80

	HOURS									
	PRINCIPAL	REGISTERED ENGINEER	PROJECT MANAGER	STRUCTURAL DESIGNER	CONSTRUCTION COORDINATOR	CADD OPERATOR	FORENSIC ENGINEER	CLERICAL		TOTAL HOURS
CC&A Construction Cost Consultants	\$150.00									
Sally Port Feasibility Study Budget	8									8.00
Design Development Construction Budget	30									30.00
Construction Document Phase 60% Budget	24									24.00
Construction Document Phase 100% Budget	16									16.00
TOTAL HOURS	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	78.00
Sub Totals	\$11,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,700.00

TOTAL FEES

\$1,698,345.80

Hernando County Justice Center

