

A/E AGREEMENT
2021-RFQ-004-TB
RFQ FOR ARCHITECT/ENGINEERING SERVICES FOR TAX
COLLECTOR BUILDING

County of Hernando
15470 Flight Path Drive
Brooksville, FL 34604



CORRESPONDENCE MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/hernandocounty>

County of Hernando

A/E AGREEMENT

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RFQ for Architect/Engineering Services for Tax Collector Building

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1. RECITALS

Department ID: County Admin Contract ID#: 2021-REQ-004-TB Project #: Unknown

PARTIES: THIS AGREEMENT is entered into by and between the Hernando County, a political subdivision of the State of Florida, hereinafter referred to as the County, and TBD having its offices at Unknown engaged to serve as Architect/Engineer, hereinafter referred to as Architect Engineer.

EFFECTIVE DATE AND NOTICE OF NONLIABILITY: This Agreement shall not be effective or enforceable until it is approved and signed by the Board of County Commissioners or its designee (hereinafter called the "Effective Date"), but shall be effective and enforceable thereafter in accordance with its provisions. The County shall not be liable to pay or reimburse Architect/Engineer for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

WHEREAS, the County intends to procure RFQ for Architect/Engineering Services to Tax Collector Building hereinafter called the Project; and

WHEREAS, the Principal Representative has established the **Fixed Limit of Construction Cost** in the amount of Eleven Million, Three Hundred Thousand Dollars and Zero Cents including FF&E Dollars (11,300,000.00); and

WHEREAS, the Construction Manager/General Contractor shall establish a **Guaranteed Maximum Price** that is within this Fixed Limit of Construction Cost as established by the County, at the completion of the Design Development Phase; and

WHEREAS, the Architect/Engineer was selected and determined to be the most qualified, and fees were negotiated in accordance with the provision of 287.055 Florida Statute., as amended; and

NOW THEREFORE,

The County and the Architect/Engineer, for the considerations hereinafter set forth, agree as follows:

2. BASIC SERVICES OF THE ARCHITECT/ENGINEER

2.1. THE SERVICES

- A. The Architect/Engineer's services shall be provided in conjunction with the services of the Construction Manager/General Contractor, hereinafter referred to as Construction Manager or CM, as set forth in the Contract between the County and Construction Manager, hereinafter referred to as the Construction Manager Contract. The Architect/Engineer's services shall consist of design phases hereinafter set forth and include normal architectural, structural, mechanical, electrical, integrated technology and civil engineering services; landscaping if any; space planning/interior layout; and any other services included in this Agreement as delineated in the proposal letter dated, submitted by the Architect/Engineer, which is attached hereto and made a part hereof by reference as Exhibit A. Numerous exhibits developed over a period of time are also attached to and made a part of this Agreement, some of which may be in conflict with other exhibits or portions of this Agreement. In the event of any conflict in any of these, the greater service shall be included in the professional services provided and the contract sum without additional compensation to be superseded by applicable amendment sum or supplement.
- B. In the performance of the professional services, the Architect/Engineer acknowledges that time is critical for Project delivery. It is further recognized that this accelerated approach to construction utilizing the services of an Architect/Engineer and a Construction Manager/General Contractor is a concept that its feasibility requires maximum cooperation between all parties. It is also recognized that the services to be rendered by the Construction Manager and the interrelationships and coordinative aspects thereof are necessary to the success of the project. The Architect/Engineer has, however, reviewed the Construction Manager Contract and accepts the terms thereof as expressing a workable concept. In furtherance thereof, in the event there appears to be a duplication, overlap, or conflict of responsibility or duties between the Architect/Engineer and the Construction Manager, or an absence of designation, the question shall be submitted to the Owner's Representative for determination. The Architect/Engineer shall abide by the decision of the County provided it does not require the performance of services beyond what was reasonably contemplated and accepted by the Architect/Engineer as its responsibility.
- C. The Architect/Engineer further acknowledges that the Fixed Limit of Construction Cost recited above as the Owner's Representative's expenditure limit is intended to cover the entire cost of the Project and is sufficient therefore and has been fully appropriated. The Architect/Engineer therefore agrees to cooperate fully with the County in the design and construction aspects to keep within these limitations.
- D. The Architect/Engineer shall participate in sessions at the close of Schematic Design Phase, Design Development Phase, and as Construction Documents are finalized for each Bid Package.

These Project Design Review Sessions shall be attended by the Architect, Construction Manager and a representative of the County. The purpose of the Project Design Review Sessions is to (1) ensure consistency with the design intent; (2) ensure complete, coordinated, constructible and cost-effective designs for all disciplines (e.g. architectural, structural, mechanical, electrical); (3) ensure that the design documents are code compliant; (4) endeavor to confirm that all Work has been included and described in sufficient detail to ensure complete pricing of the Work; and. The Architect/Engineer shall collect all design review comments from the various participants, provide reports to the County, and ensure that with the issuance of each progress set of design documents all comments have either been incorporated or resolved to the satisfaction of the County.

- E. The Architect/Engineer shall participate, at a minimum, in formal value engineering workshops at the end of the Schematic Design Phase and the Design Development Phase, bringing multidiscipline cost estimating and design experts to evaluate alternative designs, systems and materials.
- F. The Architect/Engineer shall make certain to the best of its knowledge, information and belief, that the drawings and specifications prepared by it are in compliance with Approved Codes as adopted by the State of Florida and Hernando County Building as a minimum standard. Drawings and specifications are to be reviewed by code and regulatory agencies at the appropriate phases and with required information as may be required by such agencies.

2.2. QUALIFICATIONS

- A. The services shall be performed by the Architect/Engineer or by consultants licensed or registered by the State of Florida as required by law. If these special consulting services are to be performed by professionals in the Architect/Engineer's employ, then the services must currently be and have been for at least two (2) years previously, regularly a service of the Architect/Engineer's organization.
- B. In the event the Architect/Engineer does not have as part of its regular staff and services certain professional consultants and consulting services, such as but not limited to, architectural, structural, mechanical, electrical, civil, landscaping, and/or space planning/interior layout, then such consulting services shall be performed by practicing professional consultants.
- C. All professional consultants, staff or practicing, must be retained for the duration of the Project, provided, however, that acceptable replacements must have prior approval, in writing, by the Principal Representative which approval shall not be unreasonably withheld.
- D. Prior to designating a professional to perform any of these services, the Architect/Engineer shall submit the name, together with a resume of training and experience in work of like character and magnitude of the project being contemplated, to the County, and receive approval in writing therefrom.

- E. No consultant shall be engaged or perform work on the Project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the Project, provided, however, that in unusual circumstances and with full disclosure to the County of such interest, the County may permit a waiver, in writing, in respect to the particular consultant.
- F. The Architect/Engineer shall designate all of its consultants in Exhibit A, which list may only be modified in accordance with paragraph D or E.

2.3. PRE-DESIGN PHASE

As designated and defined in the Architect/Engineer's Proposal Exhibit A.

2.4. SCHEMATIC DESIGN PHASE

- A. The Architect/Engineer or its duly authorized representative shall attend regular meetings with the County and the Construction Manager, and such additional meetings as the County may request or as may be requisite to a complete understanding of the Project. All regular meetings shall be scheduled by the Architect/Engineer with the agreement of the Construction Manager and approval of the County. The Architect/Engineer shall document all such conference notes and distribute same to the County.
- B. During the progress of the Schematic Design Phase, the Architect/Engineer shall keep the Construction Manager informed of changes in requirements or in materials, equipment, component systems and types of construction as the drawings and specifications are developed so that the Construction Manager can formulate the Estimates of Construction Cost and the Guaranteed Maximum Price appropriately.
- C. The Architect/Engineer shall review with the County and Construction Manager site use and improvements, selection of materials, building systems and equipment, construction methods, and methods of Project delivery.
- D. Based on the mutually agreed upon design program and the Fixed Limit of Construction Cost, the Architect/Engineer shall prepare, for acceptance by the County, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the scale and relationship of Project components. Schematic Design Documents shall be prepared in sufficient detail and number to come to an agreement on the basic design of the Project.
- E. At intervals appropriate to the progress of the Schematic Design Phase, the Architect/Engineer shall provide copies of schematic design studies for the Construction Manager's review, monitoring, and input, for the in-progress work and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. The purpose of such input shall address efficiency of materials, constructability, availability of components and compatibility of systems.

- F. At intervals appropriate to the progress of the Schematic Design Phase, the Architect/Engineer shall provide the County with copies of all materials, documents, and studies necessary to permit the County to monitor, review, provide input to, and any necessary acceptance of, the Schematic Design Phase in progress and completed components thereof. This reviewing process shall be made so as to cause no delay to the Architect/Engineer. The Architect/Engineer shall respond in writing to the County's comments resulting from this reviewing process.
- G. At the completion of the Schematic Design Phase, the Architect/Engineer shall:
 - 1. Provide complete sets of electronic drawings, outline specifications, and such other documents necessary to fully illustrate the Schematic Design Phase to the County and solicit its acceptance;
 - 2. Provide complete sets of electronic drawings, and outline specifications, and such other documents necessary for the Construction Manager to prepare an estimate of the cost of construction;
 - 3. Assist the Construction Manager in reviewing and verifying such Estimates of Construction Cost;
 - 4. Independent of the Construction Manager, the Architect/Engineer shall prepare and submit a construction cost estimate which will serve as an update of the Statement of Probable Construction Cost.
- H. The Architect/Engineer shall also prepare a written report, accompanied by drawings, setting forth the following as a minimum:
 - 1. Analysis of the structure as it relates to the Approved Codes;
 - 2. Correlation of spaces with approved County standards;
 - 3. Conceptual drawings of floor plans, elevations, section, and site plan;
 - 4. Conceptual drawings and descriptions of project plumbing, mechanical and electrical systems as necessary;
 - 5. Area computations, gross square footage and net square footage, and volume;
 - 6. Outline of proposed construction materials;
 - 7. Review of contractors anticipated schedule of time anticipated for the Construction Phase(s);
- I. The above Schematic Design data shall be subject to the acceptance in writing by the County, Construction Manager and any applicable agency appropriate for the stage of project development.

- J. Architect/Engineer shall also assist the Construction Manager in the preparation of the Construction Projects Manager's written report at the end of the Schematic Design Phase summarizing the Construction Manager's value engineering activities.

2.5. DESIGN DEVELOPMENT PHASE

- A. Based on the written acceptance of the Schematic Design Documents and any adjustments authorized by the County in the design program or the Fixed Limit of Construction Cost, if any, the Architect/Engineer shall prepare, for acceptance by the County and all applicable code enforcement agencies appropriate for the stage of project development the Design Development Documents consisting of drawings, outline specifications, and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.
- B. During the progress of the Design Development Phase the Architect/Engineer shall keep the Construction Manager informed of changes in requirement or in materials, equipment, component systems and types of construction as the drawings and specifications are developed so that the Construction Manager can formulate the Estimates of Construction Cost and the Guaranteed Maximum Price appropriately.
- C. At intervals appropriate to the progress of the Design Development Phase, the Architect/Engineer shall provide copies of Design Development studies for the Construction Manager's review, monitoring and input, to the in-progress Work and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. The purpose of such input shall address efficiency of materials, systems, and components; constructability within acceptable means; availability of materials, systems, and components; and cost control.
- D. At intervals appropriate to the progress of the Design Development Phase, the Architect/Engineer shall provide the County with copies of all materials, documents, and studies necessary to permit the Owner's Representative to monitor, review, provide input to, and any necessary acceptance of, the Design Development Phase in progress and completed components thereof. This reviewing process shall be made so as to cause no delay to the Architect/Engineer. The Architect/Engineer shall respond in writing to the County's written comments resulting from this reviewing process.
- E. At the completion of the Design Development Phase, the Architect/Engineer shall provide:
 - 1. Complete set of electronic drawings, outline specifications, and such other documents necessary to fully illustrate the Design Development Phase to the County and solicit its acceptance.
 - 2. Complete set of electronic drawings, outline specifications, and such other documents necessary for the Construction Manager to prepare an estimate of the cost of construction.

- F. The Architect/Engineer shall prepare a written report and drawings outlining in detail Design Development Documents from the accepted Schematic Design study. The report, when submitted for acceptance by the County and the Construction Manager shall include as a minimum:
 - 1. Analysis of the structure as it relates to the Approved Codes, including responses to the Review Agencies;
 - 2. Site development drawings, defining the proposed scope of development including earthwork, surface development, and utility infrastructure;
 - 3. Plans in one-line format of the proposed structural, mechanical, and electrical systems as necessary to define size, location and quality of equipment, materials, and constructions;
 - 4. Floor plans including proposed movable equipment and furnishings and exterior elevations;
 - 5. Cut-sheets and/or samples of proposed materials, equipment and system components including all such items normally specified under the Construction Specifications Institute, Specifications Format Divisions;
 - 6. Proposed architectural finish schedule, HVAC, plumbing and electrical fixture schedules;
 - 7. Outline specifications, using CSI format, identifying conditions of the contract, materials, and standards;
 - 8. Review of the time anticipated for the Construction Phase(s).
- G. The Architect/Engineer shall assist the Construction Manager in the preparation of the Construction Manager's written report at the conclusion of the Design Development Phase summarizing the Construction Manager's value engineering activities.
- H. The Architect/Engineer shall make certain that to the best of its knowledge, information, and belief the drawings and specifications prepared by it are in full compliance with applicable codes, regulations, laws and ordinances, including both technical and administrative provisions thereof. Such drawings and specifications shall conform to Approved Codes. If the Architect/Engineer shall deviate from such codes, regulations, law or ordinance, without written authorization to do so from the County, then the Architect/Engineer shall, at its own expense, make such corrections in the Construction Documents as may be necessary for compliance.
- I. The final Design Development Documents, revised as required by the Construction Manager's approved Guaranteed Maximum Price established within the recited Fixed Limit of Construction Cost, shall be subject to acceptance in writing by the County.
- J. Prepare in enough detail cost estimate reconciliation of the Construction Manager's estimate of probable cost which will serve as a Statement of Probable Cost.

2.6. CONSTRUCTION DOCUMENTS PHASE

- A. Based on the County accepted Design Development Documents and any further adjustments in the scope or quality of the Project or in the Construction Manager's Guaranteed Maximum Price, if any, authorized by the County, the Architect/Engineer shall prepare, for acceptance by the County, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- B. During the progress of the Construction Document Phase, the Architect/Engineer shall keep the Construction Manager informed of any changes in requirements or in construction materials, systems or equipment.
- C. At intervals appropriate to the progress of the Construction Document Phase, the Architect/Engineer shall provide copies of documents for the County and the Construction Manager's review, monitoring and input to the in-progress Construction Document Phase and any completed components thereof, which will be completed so as to cause no delay to the Architect/Engineer. These intervals shall be no fewer than at 50% and 95% completion of the Construction Documents Phase. The Architect/Engineer shall respond in writing to the County's review comments.
- D. These Construction Documents, when each Bid Package is submitted for approval, shall include:
 - 1. Complete electronic set of architectural, civil, site development, structural, mechanical and electrical drawings as appropriate to assist in the definition of the submitted Bid Package;
 - 2. Complete Bidding Documents including architectural, structural, mechanical and electrical specifications for that Bid Package. The format for these technical specifications shall be the current edition of MasterFormat published by the Construction Specifications Institute;
 - 3. The title sheet shall contain the Florida Building Code (F.B.C.) occupancy type, construction type, gross square footage and net square footage, and gross building volume;
 - 4. Each Bidding Package, as appropriate, shall contain a Code Compliance Plan, that defines area separation, fire and smoke barriers, exits, exit passages, and exit enclosures.
- E. The Architect/Engineer shall assist the Construction Manager in preparation of the Construction Manager's written report summarizing the Construction Manager's value engineering activities through the completion of this phase of the work.
- F. The final Construction Documents shall be subject to the final acceptance by the County, Construction Manager and County in writing.

2.7. BIDDING PHASE

- A. The Architect/Engineer, shall assist the Construction Manager in obtaining bids conforming to the requirements of 287.055 Florida Statute as amended, by rendering interpretations and clarifications of the drawings and specifications in appropriate written form. The

Architect/Engineer shall assist the Construction Manager in conducting mandatory pre-bidding conferences with all principal bidders and pre-award conferences with successful bidders.

- B. The Architect/Engineer shall consult with and make recommendations to the County pertaining to the Construction Manager's proposed subcontractors.
- C. In addition to the copies required for the preceding design phases, the Architect/Engineer shall furnish copies of the Construction Documents for each Bid Package as follows, subject to limitations hereinafter set forth
 - 1. For Bidding Documents: Complete electronic set to ensure distribution among contractors and subcontractors in accordance with the advertisement for bids.
 - 2. For Contract Documents: The County will require () sets of Contract Documents. The Contract Documents for each Bid Package, bearing the professional seal and signature of the Architect/Engineer and the appropriate responsible professional engineering consultants, are to be signed by the Construction Manager and County at each contract signing conference. The Architect/Engineer acknowledges that prior to the contract signing and authorizing the Notice to Proceed to Commence Construction Phase.
 - 3. For Construction: The Construction Manager shall be furnished with complete electronic set or partial sets of the Contract Documents to insure prompt prosecution of the work.
 - 4. Complete electronic set of drawings and specifications shall be the maximum required to be furnished by the Architect/Engineer.
- D. The Architect/Engineer shall assist the County and Construction Manager in the preparation of the necessary bidding information, bidding forms and amendments to the Construction Manager Contract, to include the respective Bid Packages.
- E. The Architect/Engineer shall assist the County and Construction Manager in connection with the County's responsibility for filing documents required for approvals of governmental authorities having jurisdiction over the Project.
- F. Prior to the Authorization to Commence Construction Phase for the first Bid Package, the Architect/Engineer and the Construction Manager shall certify that the entire Project has been completed through at least the Design Development Phase of the Architect/Engineer's Agreement and the Construction Manager shall certify that the sum of all proposed individual Bid Package Guaranteed Maximum Prices total the Project Guaranteed Maximum Price. This Project Guaranteed Maximum Price shall be equal or less in sum to the Fixed Limit of Construction Cost. It is agreed that only when those conditions are met and accepted by the Owner's Representative may the Authorization to Commence Construction Phase be issued for the first Bid Package.

2.8. CONTRACT ADMINISTRATION PHASE

- A. The Construction Phase will commence with the award of the initial Bid Package and, together with the Architect/Engineer's obligation to provide basic services under this Agreement, will end upon expiration of the one (1) year warranty period from the Notice of Substantial Completion or the Notice of Partial Substantial Completion of the construction.
- B. The Architect/Engineer shall provide the Contract Administration and perform all of the duties to be provided by the Architect/Engineer for the Project as set forth in this Agreement and in the Contract Documents. The Architect/Engineer acknowledges that while most of the construction of the Project will be constructed through the Construction Manager, the County has reserved the right to perform portions of the work on the Project through its own forces or through separate contractors. The Architect/Engineer expressly agrees to perform all of the same services set forth herein and in the Contract Documents with the Construction Manager for any and all separate contractors engaged by the County to perform work designed by the Architect/Engineer on the Project.
- C. The Architect/Engineer and Construction Manager shall advise and consult with the County during the construction phases. All instructions and written communications with the Construction Manager shall be copied to the County. The Architect/Engineer shall have authority to act on behalf of the County only to the extent provided in the Contract Documents.
- D. The Architect/Engineer and its structural, mechanical and electrical engineers will visit the site at intervals appropriate to the stage of construction or otherwise agreed by the County in writing to become generally familiar with the progress and quality of the Work to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. Observation may extend to all or any part of the Work and to the preparation, fabrication or manufacture of materials. However, the Architect/Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. On the basis of observation as an architect/engineer, the Architect/Engineer shall keep the County informed of the progress and quality of the Work, and shall endeavor to guard the County against defects and deficiencies in the Work.
- E. If through no fault of the Architect/Engineer, trips to observe construction during the Construction Phase of the project are required beyond bi-weekly meetings and/or beyond the Construction Administration period outlined in the A/E proposal described herein, the Architect/Engineer's compensation for the Construction Administration Phase shall be adjusted as an Additional Service for the cost to the Architect/Engineer of such trips, and paid in accordance with [Basis of Compensation](#) section Additional Compensation.
- F. The Architect/Engineer shall provide notice to the County of specific visits to be made during the various phases of construction and provide a written report of conditions observed, instructions given, and actions agreed to.

- G. If requested by the County, the Architect/Engineer shall provide, in addition to the above, a full-time representative on site during all regularly scheduled work hours. This representative shall have a minimum of 10 years' experience in work closely related to construction management/general contractor construction field administration and shall be approved by the County in writing. If requested by the County, the Architect/Engineer's compensation for the Contract Administration Phase shall be adjusted as an Additional Service and paid in accordance with [Basis of Compensation](#) section Additional Compensation (D). The Construction Manager shall provide the full-time representative with a suitable private office supported with standard office equipment including access to copiers, fax machines, etc.
- H. From the time of the Construction Manager's on-site mobilization to the issue of the final Notice of Final Acceptance, the Architect/Engineer, or an appropriate consultant, shall observe for contract compliance as outlined in FS 481.203 (2) and 771.005 (7) respectively.
 - 1. Review of any laboratory reports on all soils and concrete testing
 - 2. Any special or quality control testing required in the Contract Documents
- I. The observation contemplated in this article does not include the responsibility to conduct testing but does include the responsibility to confirm that tests were conducted as required in the Contract Documents as well as a review of the test results.
- J. The Architect/Engineer shall exercise due diligence to safeguard the County against defects, deficiencies, noncompliance with the Contract Documents, and/or unsatisfactory workmanship. If, in the opinion of the Architect/Engineer, the Work is not being carried out in a sound, efficient, workmanlike and skillful manner, the Architect/Engineer shall promptly notify the County and Construction Manager setting forth the reasons.
- K. The Architect/Engineer shall keep accurate records with respect to the construction on the Project including fiscal accounting, changes in the work, directives, and other documentation to establish a clear history of the Project.
- L. If at any time the Architect/Engineer delegates any of its responsibility for the observation of the Work to some other person, such other person must be properly qualified by training and experience to observe the work. The County may review and approve the qualifications of all persons in writing, other than the Architect/Engineer, performing the functions of the Architect/Engineer in respect to the services required by this Agreement.
- M. The County may also have a representative observing the construction and its progress. Nothing contained herein shall in any way relieve the Architect/Engineer of its responsibilities for Contract Administration.
- N. The Architect/Engineer shall attend all bi-weekly or periodic job progress meetings as dictated by FS 481.203 (2) and 771.005 (7).

- O. The Architect/Engineer shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project. The Architect/Engineer shall not be responsible for, nor have control over, the acts or omissions of the Construction Manager, subcontractors, any of their agents or employees, or any other persons performing any part of the construction, nor shall the Architect/Engineer be responsible for the Construction Manager's obligations.
- P. The Architect/Engineer shall at all times have access to the construction wherever it is in preparation or progress.
- Q. The Architect/Engineer shall assist the County in the review of the Construction Manager's Schedule of Values submitted in accordance with the Contract Documents. Further the Architect/Engineer shall attend a conference with the Construction Manager and the Owner's Representative to finalize the Schedule of Values. The finalized Schedule of Values will serve as the basis for progress payments and will be incorporated into the form of Project Applications for Payment acceptable to the Architect/Engineer and the County. The Architect/Engineer shall further participate in any revisions to the Schedule of Values as provided in the Contract Documents.
- R. The Architect/Engineer will, within five (5) working days after the receipt of each Project Application for Payment, review the Project Application for Payment and either execute a Payment Application to the County for such amounts as the Architect/Engineer determines are properly due, or notify the County and Construction Manager in writing of the reasons for withholding the payment application.
- S. The execution and issuance of a Payment Application shall constitute a representation by the Architect/Engineer to the County that, based on the Architect/Engineer's observations at the site and on the data comprising the Construction Manager's Project Payment Application, the construction has progressed to the point indicated; that, to the best of the Architect/Engineer's knowledge, information and belief, the quality of construction is in accordance with the Contract Documents and that the Construction Manager is entitled to payment in the amount certified. However, the issuance of a Payment Application shall not be a representation that the Architect/Engineer has made any examination to ascertain how or for what purpose the Construction Manager has used the monies paid on account of the previously issued payments.
- T. The Architect/Engineer shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Construction Manager and all subcontractors. The Architect/Engineer shall render interpretations necessary for the proper execution or progress of construction, with reasonable promptness.
- U. All interpretations and decisions of the Architect/Engineer shall be consistent with the intent of, and reasonably inferable from the Contract Documents, and shall be in writing or in graphic form and the Architect/Engineer shall send a copy to the County and Construction Manager.

- V. The Architect/Engineer's decision in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents and neutral in terms of cost impact.
- W. The Architect/Engineer shall have authority to reject constructed work which does not conform to the Contract Documents, and whenever, in the Architect/Engineer's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect/Engineer shall have authority to require special inspection or testing of constructed work in accordance with the provisions of the Contract Documents, whether or not such constructed work be then fabricated, installed or completed; but the Architect/Engineer shall take such action only after consultation with the County. However, the Architect/Engineer's authority to act under the Contract Documents and any decision made by the Architect/Engineer in good faith either to exercise or not to exercise such authority shall not give rise to any duty on the part of the Architect/Engineer to the Construction Manager, any subcontractor of any tier, any of their agents or employees, or any other person performing any of the construction.
- X. The Architect/Engineer shall review and approve or take other appropriate action upon Construction Manager's submittals such as shop drawings, product data and samples as indicated in the Contract Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect/Engineer's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activity of the County, Construction Manager or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Construction Manager, all of which remain the responsibility of the Construction Manager to the extent required by the Contract Documents. The Architect/Engineer's review shall not constitute approval of a specific item nor indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the Architect/Engineer shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- Y. All changes in the work shall be documented on Change Order , supplied by the County, or in a format approved by the County and the Architect/Engineer shall keep a current record of all variations or departures from the Agreement as originally approved.
- Z. The Architect/Engineer shall prepare all Change Orders Bulletins for the County and recommend for approval or disapproval in accordance with the Contract Documents, the Contract Sum, the Contract Time and Code Compliance. If necessary the Architect/Engineer shall prepare,

reproduce and distribute drawings and specifications to describe Work to be added, deleted or modified. The Architect/Engineer shall review all requests for changes in the Work with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Construction Manager or separate contractors, while allowing sufficient time in the Architect/Engineer's professional judgment to permit adequate review.

2.9. CONTRACT ADMINISTRATION PHASE (Continued)

- A. The Architect/Engineer shall prepare and issue Emergency Field Change Orders as required by the County, but such Emergency Field Change Orders shall be issued only in accordance with the policies of the County to order extra work or make changes in the case of an emergency that is a threat to life or property or where the likelihood of delays in processing a normal Change Order will result in substantial delays and or significant cost increases for the Project. Emergency Field Change Orders are not to be used solely to expedite normal Change Order processing absent a clear showing of a high potential for significant and substantial cost or delay.
- B. When the Work is substantially complete in the opinion of the Construction Manager, the Construction Manager is required to file a written Notice with the Architect/Engineer with an attached preliminary punch-list of remaining items to be completed or corrected. The Architect/Engineer shall thereafter notify the County, that the work, in the opinion of the Construction Manager, is substantially complete under the terms of the Contract. This Notice shall receive prompt action by the notified parties.
- C. When the Architect/Engineer determines after review of the Construction Manager's written Notice that the Work or a portion of the Work is ready for an inspection to determine whether the Work is substantially complete, the Architect/Engineer with the County and the Construction Manager shall, within ten days of receipt of the Construction Manager's Notice, conduct a final inspection to determine whether the Work is substantially complete and in accordance with the requirements of the Contract Documents. If the construction has been completed to the required state, a punch list shall be made by the Architect/Engineer in concert with the County and Construction Manager in sufficient detail to fully outline to the Construction Manager:
 - 1. Work to be completed, if any;
 - 2. Work not in compliance with the Drawings or Specifications, if any;
 - 3. Unsatisfactory work for any reason, if any;
 - 4. Date for Completion of the Punch List Items.
- D. If the Architect Engineer determines, after consultation with the County, that the Work or a portion of the Work is complete, then the Architect/Engineer shall prepare the Notice of Substantial Completion.

- E. The County may require the Architect/Engineer to make a reasonable number of additional trips and observations to confirm the completion of the punch list by the Construction Manager.
- F. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall establish the Date of Substantial Completion or the Date of Partial Substantial Completion and such date shall be the date of commencement of the Construction Manager's twelve month guarantee, except to the extent stated otherwise in accordance with the limited exceptions provided in the General Conditions of the Contract. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall state the responsibilities of the County and the Construction Manager for security, maintenance, utilities, property insurance premiums and damage to the finished construction as required. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall be submitted to the County and the Construction Manager for their written acceptance of the responsibilities assigned to them in such Notice. The Notice of Substantial Completion, or the Notice of Partial Substantial Completion, shall attach and incorporate the Architect/Engineer's final punch list and Construction Manager's schedule for the completion of each and every item identified on the final punch list.
- G. The County shall have the right to take possession of and to use any completed or partially completed portions of the Work, even if the time for completing the entire Work or portions of the Work has not expired and even if the Work has not been finally accepted, and the Architect/Engineer shall fully cooperate with the County to allow such possession and use. Such possession and use shall not constitute an acceptance of such portions of the work. Prior to any occupancy of the Project, a trip and observation shall be made by the Architect/Engineer, County and the Construction Manager. Such trip and observation shall be made for the purpose of ensuring that the building is secure, protected by operation safety systems as designed, operable exits, power, lighting and HVAC systems, and otherwise ready for the occupancy intended and the Notice of Substantial Completion has been issued for the occupancy intended. The trip and observation shall also document existing finish conditions to allow assessment of any damage by occupants. Any and all areas so occupied will be subject to a final trip and inspection.
- H. The Construction Manager shall forward the completed close-out documents to the Architect/Engineer for signature. Upon receipt from the Construction Manager of written notice that the Architect/Engineer's final punch list is sufficiently complete the Architect/Engineer shall make a final inspection of work remaining on the final punch list. The Architect/Engineer upon receipt and verification that the close-out documents and the items of work are complete, shall prepare and forward to the County a letter (including the signed close-out documents) stating that to the best of the Architect/Engineer's knowledge, information and belief, and on the basis of observations and inspections, the Work, or designated portion thereof, has been completed in accordance with the terms and conditions of the Contract Documents and is ready for the issuance of a Notice of Acceptance or Notice of Partial Acceptance as appropriate. A Notice of Partial Acceptance shall be based only upon the work for which a Notice of Partial Substantial

Completion has been executed and all necessary items of work and other requirements have been completed.

- I. Upon receipt from the Architect/Engineer of the letter recommending issuance of a Notice of Final Acceptance or a Notice of Partial Final Acceptance, the County shall sign, and forward to the Construction Manager for its approval and signature. The date of the Notice of Acceptance shall establish the date of final completion of the project. The Notice of Acceptance must be fully executed before final payment is authorized for Final Settlement.
- J. The Architect/Engineer shall receive and forward to the County for review, written warranties and related close-out documents assembled by the Construction Manager and reviewed and approved by the Architect/Engineer as consistent with the Contract Documents. A summary of all such requirements shall be located consistently within individual sections of the Specifications. When such materials have been received and approved the Architect/Engineer shall certify the Construction Manager's Final Application for Payment and forward the same to the Owner's Representative
- K. Except as otherwise agreed below in section Post Construction Phase, the Architect/Engineer, the County and the Construction Manager shall make at least two complete trips and observations of the work after the work has been accepted. One such trip and observation, the Six-Month Warranty Inspection, shall be made approximately six (6) months after the Date of Substantial Completion or the Date of Partial Substantial Completion; and another such trip and observation, the Eleven-Month Warranty Inspection, shall be made approximately eleven (11) months after the Date of Substantial Completion or the Date of Partial Substantial Completion. The County shall schedule and so notify all parties concerned, of these trips and observations.
- L. Written lists of defects and deficiencies and reports of these observations shall be made by the Architect/Engineer and forwarded to the Construction Manager, and all of the other participants within ten (10) days after the completion of each observation. The Construction Manager is obligated in its agreement with the County to immediately initiate such remedial work as may be necessary to correct any deficiencies or defective work shown by this report, and shall promptly complete all such remedial work in a manner satisfactory to the Architect/Engineer and the County. The Architect/Engineer shall follow through on all list items and notify the Principal Representative when such have been completed.

2.10. POST CONSTRUCTION PHASE

(As designated and defined in the Architect/Engineer's Proposal Exhibit A.)

3. REIMBURSABLE EXPENSES

3.1. REIMBURSEMENT

- A. Reimbursable expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Architect/Engineer and Architect/Engineer's employees, associate Architect/Engineer, and consultants in the interest of the Project. Pay requests for reimbursable expenses shall be submitted with receipts, statements or other acceptable supporting data. The Architect/Engineer understands and agrees that a lump sum dollar amount as enumerated in Basis of Compensation section Payment(A)(8) has been established for all reimbursable expenses.
- B. The Architect/Engineer shall be reimbursed for:
 - 1. All copies over those as required in accordance with the provisions in Basic Services of the Architect/Engineer , Pre-Design Phase; Schematic Design Phase; Design Development Phase; and Construction Documents Phase; Bidding Phase, and Contract Administration for each of the Bid Packages;
 - 2. The cost of all items furnished by the Architect/Engineer in accordance with County The Responsibilities (E) and (F) as requested by the County.
 - 3. Fees of special consultants, if their employment is authorized in advance by the County for other than the required architectural, structural, mechanical, electrical and civil engineering services; landscaping, if any; space planning/interior layout; and any other services included in this Agreement;
 - 4. Expense of data processing and photographic production techniques when used in connection with Additional Services.
 - 5. Expense of renderings, models and mock-ups requested by the County other than those described in the designated services;
 - 6. Expense of mail, deliveries, mileage for local travel other than that necessary for the performance of Basic Services, and expense travel for special consultants as per Basic Services of the Architect/Engineer. Reimbursement of travel expenses is to be based on reasonable and necessary travel costs within the limits of County/Federal as defined in FS Chapter 112.061.
 - 7. Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the County in excess of that required in Insurance .

4. BASIS OF COMPENSATION

4.1. Payment

- A. The total compensation for Basic Services fees (b through f), including a lump sum price for Reimbursable Expenses and, if applicable, Pre-Design and Post Construction Services fees (a and/or g), shall be allocated per attached proposal provided by Architect broken down in the following areas:
 - 1. Pre-Design Phase (if applicable)
 - 2. Schematic Design Phase
 - 3. Design Development Phase
 - 4. Construction Documents Phase
 - 5. Bidding Phase
 - 6. Contract Administration Phase
 - 7. Post Construction Phase (if applicable)
 - 8. Reimbursable Expenses (Lump Sum)
 - 9. TOTAL COMPENSATION
- B. Payments to the Architect/Engineer shall be made monthly based upon Architect/Engineer's performance and progress, through a properly executed Payment Application. Payments shall be due per FS 218.735, within twenty-five (25) days of receipt by the County of the Payment Applications.

4.2. Additional Compensation

- A. The Scope of Services to be provided pursuant to this Agreement includes all architectural and engineering services described herein, all services to be provided by the Architect/Engineer as described in Exhibit A, Architect/Engineer's Proposal including items which under usual contracting for Architectural/Engineering services could be considered as additional services, and reimbursable items excepting those specifically identified in County of this Agreement to be reimbursed. All compensation set forth in Basis of Compensation section Payment hereof shall fully compensate the Architect/Engineer and there shall be no further reimbursement or payment therefore, other than for Additional Services as hereinafter described. For purposes of this Agreement, Additional Services are defined as those not included within the Scope of Services as set forth in Basis of Compensation section Payment or reasonably inferable therein, are not consistent with the approved Project program, and are specifically requested and approved in writing by the County.

- B. Subject to the provisions of [Construction Costs](#) section Fixed Limit of Construction Cost Exceeded (A) and (B), if the Architect/Engineer is caused Additional Service, drafting or other expense due to changes ordered by the County or by other circumstances beyond the Architect/Engineer's control and not occasioned by any neglect or default of Architect/Engineer, then the Architect/Engineer shall be reimbursed for such Additional Service.
- C. Direct personnel expense is defined as the direct salaries of all the Architect/Engineer's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.
- D. The cost of such Additional Service including Principal Architect/Engineer's time, shall be paid at the agreed upon rates shown in the attached Wage Rate Schedule, Exhibit B.
- E. For Additional Services of consultants, including associate Architect/Engineer, structural, mechanical, electrical and civil engineering services, the multiple 1.15 times the amounts billed to the Architect/Engineer for such services.
- F. In addition, the Architect/Engineer shall also be reimbursed as described in [Reimbursable Expenses](#) section Reimbursement and paid as detailed in [Basis of Compensation](#) section Additional Compensation (B) related to the Additional Services.
- G. The Architect/Engineer shall maintain an accurate cost accounting system as to all such additional expenses and shall make available to the County all records, canceled checks and other disbursement media to substantiate any and all requests for payments hereunder.
- H. The expenditures under this provision shall be disapproved unless the Architect/Engineer first shall have filed with the County an estimate of the maximum cost of such Additional Service and been authorized, in writing, by the County to proceed. If such an estimate is filed with the County, then payment shall not exceed the maximum cost estimated by the Architect/Engineer and approved by the County.
- I. Payment for such Additional Services shall be monthly upon presentation of the Architect/Engineer's statement of services rendered.

4.3. [Payments Withheld](#)

No deductions shall be made from the Architect/Engineer's fee on account of penalty, liquidated damages, or other sums withheld from payments to the Construction Manager or on account of changes in Construction other than those for which the Architect/Engineer is held legally liable.

4.4. [Architect/Engineer's Accounting Records](#)

Records of the Architect/Engineer's Direct Personnel, Consultant, and Reimbursable Expense pertaining to this Project and records of accounts between the County and Construction Manager shall be kept on

a generally recognized accounting basis and shall be available to the County or its authorized representative at mutually convenient times and extending to three (3) years after final payment under this Agreement.

5. TIME

5.1. DESIGN SERVICES SCHEDULE

The Architect/Engineer shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect/Engineer shall submit for the County's approval, a schedule (Design Services Schedule), Exhibit A, for the performance of the Architect/ Engineer's services which may be adjusted as required as the Project proceeds, and which shall include allowances for periods of time required for the County's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. The Architect/Engineer shall consult with the Construction Manager to coordinate the Architect/Engineer's time schedule with the Project Schedule. This schedule, when approved by the County, shall not, except for reasonable cause, be exceeded by the Architect/Engineer.

5.2. TERM

The term of this Agreement will end upon expiration of the one (1) year warranty period, or upon subsequent completion and acceptance by the County of the Warranty Work identified or in progress at the end of such one (1) year warranty period, following the date of the Notice of Acceptance for the last remaining portion of work.

6. HERNANDO COUNTY

6.1. THE RESPONSIBILITIES

- A. The County to the fullest extent possible, shall provide full information regarding requirements for the Project.
- B. The County shall establish the Fixed Limit of Construction Cost.
- C. The County shall designate a representative authorized to act in the County's behalf with respect to the Project. The County, acting by and through such designated representative shall examine the documents submitted by the Architect/Engineer and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Architect/Engineer's services.
- D. The County shall retain a Construction Manager to manage and construct the Project. The Construction Manager's services, duties and responsibilities will be as described in the Construction Manager Contract. Once executed, the terms and conditions of the Construction Manager Contract will not be modified without notification to the Architect/Engineer.
- E. The Architect/Engineer shall furnish a legal description and a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning location of service and utility lines, both public and private, above and below grade, including inverts and depths.
- F. The Architect/Engineer shall furnish the services of geotechnical engineers or other technical or highly specialized consultants when such services are deemed necessary by mutual agreement between the County and the Architect/Engineer. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
- G. The services, information, surveys and reports as required and described in the preceding paragraphs A through F, shall be furnished at the County's expense, and the Architect/Engineer shall be entitled to rely upon their accuracy and completeness.
- H. The County shall furnish such legal, accounting and insurance counseling services as may be necessary for the Project, including such auditing services as the County may require to verify the Project Payment Applications or to ascertain how or for what purposes the Construction Manager has used the monies paid by or on behalf of the County. This shall not relieve the Architect/Engineer of reviewing the Construction Manager's Payment Applications for consistency with the current Schedule of Values.

- I. If the County observes or otherwise becomes aware of any fault or defect in the Project, or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the County to the Architect/Engineer.
- J. The Architect/Engineer recognizes that the County is a governmental body with certain procedural requirements to be satisfied. The Architect/Engineer has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the County and any other necessary government agency. Such time shall be identified in the preliminary project schedule.
- K. In the review process of the final Design Development Documents and Construction Documents, the Architect/Engineer expressly agrees to the following times for concurrent review by the County and the Construction Manager:
 - 1. A period of 10 working days for the review of the Design Development Documents plus an additional 10 working days for final development of the Guaranteed Maximum Price.
 - 2. A period of 10 working days at 50% and 95% completion of the construction documents together with an additional 10 working days after receipt of all bid documents for each bid package.

7. CONSTRUCTION COSTS

7.1. BUDGETING AND FIXED LIMIT OF CONSTRUCTION COST

- A. The County shall provide a preliminary Project Budget to the Architect/Engineer which shall set forth a dollar amount available for the total Construction Cost of the Project, and include contingencies for bidding and construction and other costs which are the responsibility of the Owner's Representative. The Architect/Engineer shall assist the Construction Manager in evaluating the County's preliminary project budget.
- B. A Fixed Limit of Construction Cost for the Project shall be established by the County incorporating the portion of the Project Budget for construction of all elements of the Project designed or specified by the Architect/Engineer. The Fixed Limit of Construction Cost for the Project shall be subject to change only by the determination, in writing, of the County.

7.2. CONSTRUCTION COST

- A. When assisting the Construction Manager with preparation of any Estimates of Construction Cost or Statement of Probable Construction Cost, such documents shall include, but without duplication:
 - 1. All labor, materials, equipment, tools, construction equipment and machinery, water and heat utilities, transportation, construction easements, and other facilities and services necessary for the proper execution and completion of the Project, whether temporary or permanent, and whether or not incorporated or to be incorporated into the Project;
 - 2. At current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the County;
 - 3. Any County furnished equipment which has been designed, specified, selected or specifically provided for by the Architect/Engineer;
 - 4. The Construction Manager's compensation for on-site personnel services and the cost of work provided by the Construction Manager;
 - 5. All bond and property insurance premiums; and
 - 6. Contingencies for bidding, price escalation, and construction as set forth above.
- B. The Statement of Probable Construction Cost shall not include the compensation of the Architect/Engineer, the Architect/Engineer's consultants or any other sums due the Architect/Engineer under this Agreement, the costs of land, rights of way, financing or other costs which are the responsibility of the County, or equipment installed by the County under separate contract unless the Architect/Engineer is required by the County to prepare drawings and specifications and observe the installation of such equipment.

7.3. CONSTRUCTION MANAGER COST ESTIMATES

- A. By the terms of the Construction Manager Contract, the Construction Manager is obligated to prepare and furnish to the County and the Architect/Engineer, Estimates of Construction Cost for the construction, and a Guaranteed Maximum Price proposal. The Construction Manager in preparing its Estimates of Construction Cost and providing the Guaranteed Maximum Price, shall consult with the Architect/Engineer to determine what materials, equipment, components systems and types of construction are to be included in the Contract Documents, to recommend reasonable adjustments in the scope of the construction, and to include in the Contract Documents reasonable alternate items for bid so as to permit the adjustment of the Estimate of Construction Cost to the Fixed Limit of Construction Cost.
- B. The Architect/Engineer shall provide reasonable cooperation to the Construction Manager in the development of Estimates of Construction Cost and the Guaranteed Maximum Price.
- C. The Architect/Engineer shall promptly review the Estimate of Construction Cost and the Guaranteed Maximum Price proposal prepared and submitted by the Construction Manager, and advise the County as to whether the Architect/Engineer concurs with each such estimate and the Guaranteed Maximum Price proposal and, if not, the reasons and details of where the Architect/Engineer disagrees.

7.4. ARCHITECT/ENGINEER COST ESTIMATES

The Architect/Engineer, as a design professional familiar with the construction industry, in addition to the Estimates of Construction Cost for the Project and Guaranteed Maximum Price proposal as developed by the Construction Manager, shall develop with the Schematic Design Phase its own Statement(s) of Probable Construction Cost.

7.5. FIXED LIMIT OF CONSTRUCTION COST EXCEEDED

- A. It is recognized that neither the Architect/Engineer nor the County has control over the cost of labor, materials or equipment, over the subcontractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect/Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the project budget or the Fixed Limit of Construction Cost. Nothing contained in this Article 6 shall otherwise relieve the Architect/Engineer from the responsibility of providing the services required to keep the Project within the Fixed Limit of Construction Cost for the Project. Responsibility for developing the final Statement of Probable Construction Cost and Estimate of Construction Cost, specifically the identification and resolution of all significant differences between the Statement and the Estimate, is a shared responsibility between the Architect/Engineer and the Construction Manager. Should disagreement or confusion involving overlapping or conflicting responsibilities or disagreement as to the Construction Manager's Estimate or Architect/Engineer's Statement of Probable Construction Cost arise, the question shall be submitted and the correct interpretation shall be determined by the County consistent

with [Basic Services of the Architect/Engineer](#) section The Services (B) and the requirements of this [Construction Costs](#) .

- B. If the Fixed Limit of Construction Cost for the Project, as established by the County, is exceeded or projected to be exceeded by:
1. The lowest figures from responsible proposals, if any, and the Construction Manager's estimate for other elements of the Project; and/or the Architect/Engineer's Statement of Probable Construction Cost for the balance of the Project; or
 2. The Construction Manager's Guaranteed Maximum Price proposal; then, in either event, the County shall, in its sole discretion, do one of the following:
 - a. revise the Project scope and quality as required to reduce the Construction Cost.
 - b. give written approval for the increase in the Fixed Limit of Construction Cost for the Project;
 - c. authorize rebidding or renegotiation of the Project or portions of the Project within a reasonable time;
 - d. abandon the Project, terminating this Agreement in accordance with [Termination or Suspension of Agreement](#) ; or
- C. In the case of clause .a in the preceding paragraph, the Architect/Engineer shall, at no additional cost to the State, modify the drawings and specifications for any or all of the separate Bid Packages and/or any other appropriate items as may be necessary, to keep the cost of the Project within the Fixed Limit of Construction for the Project, UNLESS: (1) such increase is specifically attributable to a scope increase in the Project requested by the County; or (2) the projected cost overrun occurs within the scope of an Estimate of Construction Cost or Guaranteed Maximum Price proposal furnished by the Construction Manager to the Architect/Engineer and upon which the Architect/Engineer promptly communicated in writing to the County the Architect/Engineer's refusal to concur, together with the reasons and details therefore.

8. OWNERSHIP OF DOCUMENTS

8.1. INSTRUMENTS OF SERVICE

- A. Drawings, specifications and other documents, including those in electronic form, prepared by the Architect/Engineer and the Architect/Engineer's consultants are Instruments of Service for use solely with respect to this Project. The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- B. Upon execution of this Agreement, the Architect/Engineer grants to the County a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the County, the Architect/Engineer's Instruments of Service solely for the purposes of constructing, using and maintaining the Project or for future alterations, or additions to the Project. The Architect/Engineer shall obtain similar nonexclusive licenses from the Architect/Engineer's consultants consistent with this Agreement. If and upon the date the Architect/Engineer is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for the purposes of completing, using and maintaining the project, or for future alterations, or additions to the Project.
- C. Any unilateral use by the County of the Instruments of Service for completing, using, maintaining, adding to or altering the Project or facilities shall be at the County's sole risk and without liability to the Architect/Engineer and the Architect/Engineer's consultants; provided, however, that if the County's unilateral use occurs for completing, using or maintaining the Project as a result of the Architect/Engineer's breach of this Agreement, nothing in this Article shall be deemed to relieve the Architect/Engineer of liability for its own acts or omissions or breach of this Agreement.

8.2. AS-BUILT DRAWINGS/RECORD DRAWINGS

The Architect/Engineer and its consultants shall, upon completion of the Construction Phase, receive redline As-Built Drawings from the Construction Manager. These redline changes shall describe the built condition of the Project. This information and all of the incorporated changes directed by Bidding Addenda, Change Order/Amendment or Architect/ Engineer's Supplementary Instructions shall be incorporated by the Architect/Engineer and its consultants into a Record Drawings document provided to the County in the form of an electro-media format and a reproducible format as agreed between the parties. The Architect/Engineer shall also provide the County with the As-Built Drawings as received from the Construction Manager.

9. INSURANCE

9.1. GENERAL

The Architect/Engineer shall procure and maintain all insurance requirements and limits as set forth below, at his or her own expense, for the length of time set forth in Contract requirements. The Architect/Engineer shall continue to provide evidence of such coverage on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days' prior notice by certified mail. A completed Certificate of Insurance shall be filed with the County within ten (10) days after the date of the Notice of Award, said Certificate to specifically state the inclusion of the coverages and provisions set forth herein.

9.2. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

This insurance must protect the Architect/Engineer from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Architect/Engineer or by any Subcontractor under him or anyone directly or indirectly employed by the Architect/Engineer or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

General Aggregate \$2,000,000
Products – Completed Operations Aggregate \$2,000,000
Each Occurrence \$1,000,000
Personal Injury \$1,000,000

The following coverages shall be included in the CGL:

- A. Additional Insured status in favor of the County.
- B. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
- C. A waiver of Subrogation in favor of all Additional Insured parties.

9.3. AUTOMOBILE LIABILITY INSURANCE

AUTOMOBILE LIABILITY INSURANCE and business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).

41.2.5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. COVERAGE AS FOLLOWS:

COMBINED SINGLE LIMIT (CSL) \$1,000,000

BODILY INJURY (Per Person) \$1,000,000

BODILY INJURY (Per Accident) \$1,000,000

PROPERTY DAMAGE \$1,000,000

Coverages: Specific waiver of subrogation

9.4. WORKERS' COMPENSATION INSURANCE

The Architect/Engineer shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of Hernando County.

The Architect/Engineer shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Architect/Engineer accepts full liability and responsibility for Subcontractor's employees.

In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Architect/Engineer shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.

9.5. PROFESSIONAL ERRORS AND OMISSIONS LIABILITY

The Architect/Engineer promises and agrees to maintain in full force and effect an Errors and Omissions Professional Liability Insurance Policy in the amounts (indicated in the following table) as minimum coverage or such other minimum coverage as determined by the County. The policy, including claims-made forms, shall remain in effect for the duration of this Agreement and for at least three (3) years beyond the completion and acceptance of the Work. The Architect/Engineer shall be responsible for all claims, damages, losses or expenses including attorney's fees, arising out of or resulting from the performance of Professional Services contemplated in this Agreement, provided that any such claim, damage, loss or expense is caused by any negligent act, error or omission of the Architect/Engineer, any consultant or associate thereof, or anyone directly or indirectly employed by the Architect/Engineer. The Architect/Engineer shall submit a Certificate of Insurance verifying said coverage at the signing of this Agreement and also any notices of Renewals of the said policy as they occur.

For a Fixed Limit of Construction Cost	Minimum Coverage per Claim	Minimum Coverage in the Aggregate
\$999,999 and under	\$250,000	\$500,000
\$1,000,000 to \$4,999,999	\$500,000	\$1,000,000
\$5,000,000 to \$19,999,999	\$1,000,000	\$2,000,000
\$20,000,000 and Above	\$2,000,000	\$2,000,000

10. TERMINATION OR SUSPENSION OF AGREEMENT

10.1. DEFAULT

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other.

10.2. TERMINATION FOR CONVENIENCE OF COUNTY

- A. The performance of the services under this Agreement may be terminated, in whole or from time to time in part, by the County whenever for any reason the County shall determine that such termination is in the best interest of the County. Termination of services hereunder shall be affected by delivery to the Architect/Engineer of a Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.
- B. After receipt of the Notice of Termination, the Architect/Engineer shall exercise all reasonable diligence to accomplish the cancellation of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any services terminated by the Notice. With respect to such canceled commitments, the Architect/Engineer agrees to:
 - 1. Settle all outstanding liabilities and all claims arising out of such cancellation of commitments, with approval or ratification of the County, to the extent the County may require, which approval or ratification shall be final for all purposes of this clause, and,
 - 2. Assign to the County, in like manner, at the time and to the extent directed by the County, all of the rights, title, and interest of the Architect/ Engineer under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- C. The Architect/Engineer shall submit its termination claim to the County promptly after receipt of a Notice of Termination, but in no event later than one (1) month from the effective date thereof, unless one or more extensions in writing are granted by the County upon written request of the Architect/Engineer within such one (1) month period or authorized extension thereof. Upon failure of the Architect/Engineer to submit its termination claim within the time allowed, the County may determine, on the basis of information available to him, the amount, if any, due to the Architect/Engineer by reason of the termination and shall thereupon pay to the Architect/Engineer the amount so determined.
- D. Subject to the provisions of paragraph C above, the Architect/Engineer and the County may agree upon the whole or any part of the amount or amounts to be paid to the Architect/Engineer by reason of the termination under this clause, which amount or amounts may include any reasonable cancellation charges thereby incurred by the Architect/Engineer

and any reasonable loss upon outstanding commitments for personal services which he is unable to cancel. Any such agreement shall be embodied in an amendment to this Agreement and the Architect/Engineer shall be paid the agreed amount.

- E. The County under mutually agreed upon terms and conditions will make partial payments to the Architect/Engineer against costs incurred by the Architect/Engineer in connection with the termination portion of this Agreement.
- F. The Architect/Engineer agrees to transfer title and deliver to the County, in the manner, at the time and to the extent, if any, directed by the County, such information and items which, if this Agreement had been completed, would have been required to be furnished to the County, including:
 - 1. Completed or partially completed plans, drawings, and information; and
 - 2. Materials or equipment produced or in process or acquired in connection with the performance of the work terminated by the notice.

Other than the above, any termination inventory resulting from the termination of this Agreement may, with written approval of the County, be sold or acquired by the Architect/Engineer under the conditions prescribed by, and at a price or prices approved by, the County. The proceeds of any such disposition shall be applied in reduction of any payments to be made by the County to the Architect/Engineer under this Agreement or shall otherwise be credited to the price of services covered by this Agreement or paid in such other manner as the County may direct. Pending final disposition of property arising from the termination, the Architect/Engineer agrees to take such action as may be necessary, or as the County may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Architect/Engineer and in which the County has or may acquire an interest.

11. INTENT OF DOCUMENTS

11.1. INTENT OF DOCUMENTS

- A. In the event any disagreement exists as to the requirements of this Agreement and its exhibits, or if a conflict occurs between or within the requirements of this Agreement and its exhibits, the following order of precedence shall be followed to resolve the disagreement or conflict.
 - 1. The Special Provisions, Special Provisions of this Agreement;
 - 2. Any Amendment of this Agreement;
 - 3. All other terms of this Agreement (other than the Special Provisions); and
 - 4. The Architect/Engineer's proposal letter.

The Special Provisions of this Agreement, Special Provisions , shall in all cases, and without exception, take precedence, rule and control over all other provisions of this Agreement, any exhibits or amendments.

11.2. PARTNERING

- A. In recognition of the fact that conflicts, disagreements and disputes often arise during the performance of contracts, the Architect/Engineer and the County aspire to encourage a relationship of open communication and cooperation between the employees and personnel of both, in which the objectives of the Agreement may be better achieved and issues resolved in a more fully informed atmosphere.
- B. The Architect/Engineer and the County each agree to assign an individual who shall be fully authorized to negotiate and implement a voluntary partnering plan for the purpose of facilitating open communications between them. Within thirty days (30) of contract signing, the assigned individuals shall meet to discuss development of an informal agreement to accomplish these goals.
- C. The assigned individuals shall endeavor to reach an informal agreement, but shall have no such obligation. Any plans these parties voluntarily agree to implement shall result in no change to the contract amount, and no costs associated with such plan or its development shall be recoverable under any contract clause. In addition, no plan developed to facilitate open communication and cooperation shall alter, amend or waive any of the rights or duties of either party under the Agreement unless and except by written Amendment to the Agreement, nor shall anything in this clause or any subsequently developed partnering plan be deemed to create fiduciary duties between the parties unless expressly agreed in a written Amendment to the Agreement.

11.3. FACILITATED NEGOTIATIONS

- A. The Architect/Engineer and County agree to designate one or more mutually acceptable persons willing and able to facilitate negotiations and communications for the resolution of conflicts, disagreements or disputes between them at the specific request of either party with regard to any Project decision of either of them. The designation of such person(s) shall not carry any obligation to use their services except that each party agrees that if the other party requests the intervention of such person(s) with respect to any such conflict, dispute or disagreement, the non-requesting party shall participate in good faith attempts to negotiate a resolution of the issue in dispute. If the parties cannot agree on a mutually acceptable person to serve in this capacity one shall be so appointed, shall be accepted for this purpose by both the Architect/Engineer and the County.
- B. The cost, if any, of the facilitative services of the person(s) so designated shall be shared if the parties so agree in any partnering plan; or in the absence of agreement the cost shall be borne by the party requesting the facilitation of negotiation.
- C. Any dispute, claim, question or disagreement arising from or relating to the Agreement or an alleged breach of the Agreement may be subject to a request by either party for facilitated negotiation subject to the limitations hereafter listed, and the parties shall participate by consultation and negotiation with each other, as guided by the facilitator and with recognition of their mutual interests, in an attempt to reach an equitable solution satisfactory to both parties.
- D. The obligation to participate in facilitated negotiations shall be as described above and each party's obligations shall be as follows:
 - 1. a party shall not initiate communication with the facilitator regarding the issues in dispute; except that any request for facilitation shall be made in writing with copies sent, faxed or delivered to the other party;
 - 2. a party shall prepare a brief written description of its position if so requested by the facilitator (who may elect to first discuss the parties' positions with each party separately in the interest of time and expense);
 - 3. a party shall respond to any reasonable request for copies of documents requested by the facilitator, but such requests, if voluminous, may consist of an offer to allow the facilitator access to the parties' documents;
 - 4. a party shall review any meeting agenda proposed by a facilitator and endeavor to be informed on the subjects to be discussed;
 - 5. a party shall meet with the other party and the facilitator at a mutually acceptable place and time, or, if none can be agreed to, at the time and place designated by the facilitator for a period not to exceed four hours unless the parties agree to a longer period;

6. a party shall endeavor to assure that any facilitation meeting shall be attended by any other persons in their employ that the facilitator requests be present, if reasonably available;
 7. each party shall participate in such facilitated face-to-face negotiations of the issues in dispute through persons fully authorized to resolve the issue in dispute;
 8. each party shall be obligated to participate in negotiations requested by the other party and to perform the specific obligations described in paragraphs (1) through (10) of this [Intent of Documents](#) , Facilitated Negotiation, no more than three times during the course of the Project;
 9. neither party shall be under any obligation to resolve any issue by facilitated negotiation, but each agrees to participate in good faith and any resolution or agreement reached shall be execute through a Supplement or Amendment to the Agreement necessary to implement their agreement; and,
 10. any discussions and documents prepared exclusively for use in the negotiations shall be deemed to be matters pertaining to settlement negotiations and shall not be subsequently available in further proceedings except to the extent of any documented agreement.
- E. A partnering plan developed as described in [Intent of Documents](#), Partnering, may modify or expand the requirements of this [Intent of Documents](#) but may not reduce the obligation to participate in facilitated negotiations when applicable. In the case of small design service projects where the fees are estimated to be valued under \$100,000, the requirements may be deleted from this Agreement.

12. SPECIAL PROVISIONS

12.1. INDEPENDENT CONTRACTOR

Architect/Engineer shall perform its duties hereunder as an independent contractor and not as an employee. Neither Architect/Engineer nor any agent or employee of Architect/Engineer shall be deemed to be an agent or employee of the County. Architect/Engineer shall not have authorization, express or implied, to bind the County to any agreement, liability, or understanding, except as expressly set forth herein. Architect/Engineer and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Architect/Engineer or any of its agents or employees. Architect/Engineer shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Architect/Engineer shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

12.2. COMPLIANCE WITH LAW

Architect/Engineer shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

12.3. CHOICE OF LAW, JURISDICTION, AND VENUE

Florida law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Florida and exclusive venue shall be in the County of Hernando.

12.4. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST

The signatories aver that to their knowledge, no employee of the County has any personal or beneficial interest whatsoever in the service or property described in this contract. Architect/Engineer has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Architect/Engineer services and Architect/Engineer shall not employ any person having such known interests.

12.5. PUBLIC CONTRACTS FOR SERVICES

Architect/Engineer certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program, Architect/Engineer shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to Architect/Engineer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Architect/Engineer (a) shall not use E-Verify Program to undertake pre-employment screening of job applicants while this Contract

is being performed, (b) shall notify the subcontractor and the contracting County within three days if Architect/Engineer has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation. Architect/Engineer shall deliver to the contracting County, a written, notarized affirmation, affirming that Architect/Engineer has examined the legal work status of such employee, and shall comply with all of the other requirements. If Architect/Engineer fails to comply with any requirement of this provision, the contracting County may terminate this Contract for breach and, if so terminated, Architect/Engineer shall be liable for damages.

13. MISCELLANEOUS PROVISIONS

13.1. PROFESSIONAL ASSOCIATION PERMITTED

The Architect/Engineer may, with the prior written consent of the County, join with him in the performance of this Agreement any other duly licensed Architect or Architects or registered Engineers with whom he may, in good faith, and enter into an association.

13.2. DEATH OR DISABILITY

In the event of the death of one member of an association, the surviving member or members of the association, as an association, shall succeed to the rights and obligations of the original association hereunder. In the event of the death or disability of a sole Architect/Engineer, which shall prevent his performance of this Agreement after the same shall have been commenced by him, such Architect/Engineer, in the event of his disability, or his executors or administrators, in the event of his death, shall be paid such sums as may be due the Architect/Engineer under this Agreement. In such event all drawings, specifications and models theretofore prepared by the Architect/Engineer shall be delivered to and become the property of the County, with full authority to use, employ, or modify the same in the construction of the contemplated building, either at the same site or at some other site.

13.3. SUCCESSORS AND ASSIGNS

Except as otherwise provided for herein, Architect/Engineer's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the County. Any attempt at assignment, transfer, subcontracting without such consent shall be void. All assignments, subcontracts or sub-consultants approved by Architect/Engineer or the County are subject to all of the provisions hereof. Architect/Engineer shall be solely responsible for all aspects of subcontracting arrangements and performance.

13.4. WAGE RATES

As amended, the Architect/Engineer has executed a schedule, which is attached hereto and made a part hereof by reference as Exhibit B, Wage Rates Schedule, and in doing so is certifying that wage rates and other factual unit costs supporting the compensation paid by the County for these professional services are accurate, complete and current.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price had been increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this contract.

13.5. CONTINGENT FEE PROHIBITION

As amended, the Architect/Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for him, to solicit or secure this contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for him, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of this contract.

For breach or violation of this warranty, the County shall have the right to terminate this contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, or consideration.

13.6. EXTENT OF AGREEMENT

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

County and Architect/Engineer understand and agree the attachments and exhibits hereto are and shall be integral parts of this Agreement and the terms and provisions thereof are hereby incorporated, made a part of and shall supplement those recited herein. In the event of any conflict, or variance, the terms and provisions of this printed Agreement shall supersede, govern and control.

13.7. PUBLIC ART LAW

In recognition of the **Public Art Law, FS. 255.043** as amended, if the County determines that this project is eligible for the acquisition of artworks in accordance with this law, the Architect/Engineer agrees to participate in the art selection process as an art jury member and to cooperate with and to advise the County in working with the commissioned artist(s) for this Capital Construction Project.

13.8. DESIGNATED REPRESENTATIVES

The County and the Architect/Engineer authorize the following individuals to act on their behalf as Designated Representatives and points of contact as described in [Basic Services of the Architect/Engineer](#) section Qualifications sub-section Designated Professional and [Basis of Compensation](#) section Payment.

For the County:

For the Architect/Engineer:

13.9. CONSTRUCTION OF LANGUAGE

The language used in this Agreement shall be construed as a whole according to its plain meaning, and not strictly for or against any party. Such construction shall, however, construe language to interpret the intent of the parties giving due consideration to the order of precedence noted in [Basic Services of the Architect/Engineer](#) section Construction Documents Phase, Intent of Documents.

13.10. SEVERABILITY

Provided this Agreement can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

13.11. SECTION HEADINGS

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

13.12. NO THIRD PARTY BENEFICIARIES

Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.

13.13. WAIVER

Waiver of any breach under a term, provision, or requirement of this Agreement, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

13.14. INDEMNIFICATION

To the extent authorized by law, the Architect/Engineer shall indemnify, save and hold harmless the County, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses and attorney's fees, to the extent such claims are caused by any negligent act or omission of, or breach of contract by, the Architect/Engineer, its employees, agents, sub-consultants or assignees pursuant to the terms of this Contract, but not to the extent such claims are caused by any act or omission of, or breach of contract by, the County, its employees, agents, other Architect/Engineers or assignees, or other parties not under the control of or responsible to the Architect/Engineer.

13.15. BINDING EFFECT

Except as otherwise provided in [Special Provisions](#) section Independent Contractor, all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

13.16. COUNTERPARTS

This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

13.17. MODIFICATION

By the Parties, except as specifically provided in this Agreement, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed.

By Operation of Law, This Agreement is subject to such modifications as may be required by changes in federal or Florida state law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

13.18. SURVIVAL OF CERTAIN CONTRACT TERMS

Notwithstanding anything herein to the contrary, provisions of this Agreement requiring continued performance, compliance, or effect after termination hereof, shall survive such termination.

13.19. TAXES

The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

Sales & Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2019 – expiring on 1/31/2024.

This exemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of Contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (current version) and applicable rules of the Department of Revenue).

State sales tax and use taxes on materials and equipment are to be incorporated in the price Bid.

Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

The signatures below of the Chairman of Hernando County Board of County Commissioners and an authorized representative of Straughn Trout Architects, indicate concurrence with this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT in Hernando County, Florida on this 29th day of November 2022

Board of County Commissioners
Hernando County, Florida

By: 

John Allocco, Chairman

ATTEST: 
Douglas A. Chorvat,
Clerk of Circuit Court and Comptroller



Approved as to Form and Legal Sufficiency

By: 

11-29-22

County Attorney's Office Date

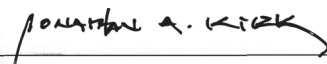
Straughn Trout Architects

Firm Name

By: Timothy J. Hoeft, AIA

Managing Principal

Title: _____

ATTEST: 
Jonathan A. Kirk, Principal
Straughn Trout Architects, LLC

Timothy J
Hoeft

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November 16, 2022

Mr. Erik van de Boogaard
Construction Projects Coordinator, Hernando County BoCC
1525 E. Jefferson Street
Brooksville, Florida 34601
EvandeBoogaard@co.hernando.fl.us

RE: Professional Architectural, Engineering & Design Services for
New West Tax Collector Building for Hernando County Board of County Commissioners

Dear Erik:

Thank you and Hernando County for the opportunity to work with you, the Tax Collector's Office, and all stakeholders on the above referenced project. Straughn Trout Architects, LLC (STA) is very proud of our 66 years of continual practice in Central Florida (including numerous projects with Florida Tax Collector offices), and this experience gives us the upmost confidence that we can work with you to develop a project that will align with the identified program and future site development needs. Our team of architects, engineers, and designers will work with you to deliver a project that not only achieves your goals but does so within your schedule and budget. Specifically, our current project with the Polk County Tax Collector will serve as the foundation for the programming & design for your new facility.

PROJECT DESCRIPTION

Our understanding of this project is based on the outlined description published in the County's 2021-RFQ-A/E-016-TB (LR2002-380-1), including all Addenda, our interview presentation, and subsequent conversations to date. Information provided by the County Property Appraiser's website shows that there may be multiple zoning districts within the project area. All efforts related to re-zoning (if required) would be performed by Hernando County and are excluded from the A/E design team's scope. In summary, our scope will include development of the new Tax Collector building, a defined location for a future ~6,000 GSF facility for NAMI (National Alliance on Mental Illness) Hernando, and all associated site development required within the ~19--acre project area on Forest Oaks Blvd. identified within the red line on the image. Based on the information provided in the pre-submittal meeting, we understand the total construction budget (building + site) at this time to be \$11,523,000.



SCOPE OF WORK

STA will be the Architect of Record (AOR) and prime consultant contracted with Hernando County. STA's overall and complete scope will be to provide comprehensive professional architectural design, engineering (civil, geotechnical, structural, mechanical, electrical, plumbing, communications & technology), interiors, landscape, and graphic design services for the project described in this proposal and outlined on "Attachment A" – Professional Services & Fees Schedule.

All design & engineering services will be provided in a traditional phased approach. Construction cost projections, Pay Applications, Change Order Bulletins, Construction Contract Amendments, and all construction documentation will be provided/prepared by the County's selected Construction Manager At-Risk (CMAR), Charles Perry Partners, Inc. (Gainesville/Tampa), and reviewed by the architects for approval. At the completion of each phase, our base fee includes two meetings with Facilities staff to review comments from Facilities staff, the CMAR, and the project stakeholder user groups. Our scope is limited to a single set of construction and contract documents. If the County determines that the construction documents are to be prepared and issued in multiple sets to accommodate a non-traditional project timeline (multiple phases or "fast-tracking") or to meet other internal accounting requirements, the architect & design team will be entitled to additional compensation as outlined in the contract.

The following chart provides a brief narrative for each proposed task or service:

	Component	Task Description
T1	Pre-Design Program Development	Using similar Florida Tax Collector buildings previously completed, STA will assemble a detailed space program including room sizes and quantities, functional descriptions of spaces, and a space adjacency bubble diagram to confirm the County's space needs estimate for the Tax Collector building and associated elements (excludes planning/programming for the NAMI facility).
T2-T6	Base Fee	<ul style="list-style-type: none"> A. Architectural Building Design and Documentation to be in conformance with the County's goals as outlined in the previously completed Programming Report. B. Structural Engineering – See attached services description from TLC Engineering. C. Mechanical, Plumbing and Electrical Engineering – See attached services description from TLC Engineering. D. Fire protection performance-type drawings and system specs including a general zone lay-out and riser location. The Hydraulically Designed Fire Protection system would be provided by the installing contractor with detailed hydraulic calculations required for permitting. – See attached services description from TLC Engineering. E. CMAR Assistance during bidding and permitting phases. F. Construction Administration Services (16 Months Maximum) Includes construction contract administration services including 36 bi-weekly meetings held on site with

		<p>the Owner's representative(s) and the CMAR and includes substantial and final completion observations.</p> <p>G. Single (PDF) drawing set of permit/construction documents.</p>
SS-1	Master Planning (Basic)	Master Site Plan design to accommodate the current scope of work as noted above (Tax Collector & future location for NAMI Hernando) and also identify future maximum development potential including future building additions, separate future structures, expanded/modified/shared parking, and site access points from Forest Oaks Boulevard. The design team will work with the County and all stakeholders to plan for vehicular and pedestrian site ingress/egress, public and staff parking requirements, and facility/equipment maintenance access and material storage requirements. Considerations for long-term expansion will be considered and identified.
SS-2	Specialty Interiors	<p>The design team will identify specialty finishes, ceiling components, lighting and/ or other interior details and elements that will serve to enhance the overall project aesthetic and end user's experience and functionality of the built environment. Interior designer will be responsible for selection and specification of all "basis of design" colors, finishes, and furnishings.</p> <p>Includes development of furniture plans and specifications and coordinated power / data requirements with State of Florida contract furniture vendors. Interiors related to judicial / court spaces will be provided by our team's specialty consultant CBRE Heery.</p>
SS-3	FF&E Consulting & Budget	Provide a developed and refined FF&E (Furniture, Fixtures & Equipment) plan with proposed selections which shall meet end user's goals and project design intent. Utilizing the intended FF&E Selections for each area, the design team will confirm the estimated FF&E Budget for the Owner's use to anticipate costs into the overall project budget to ensure all needs and requirements are addressed. The design team will coordinate with the Owner and CMAR to develop a responsibility matrix of who will be procuring FF&E for the project based on contract requirements.
SS-4	FF&E Specifications & Procurement	Provide final FF&E Specifications documentation, including a final budget, for purchase and installation. Vendor/ Dealer/ Manufacturer coordination of final selections for all areas. Procurement of FF&E to be coordinated with Hernando County Facilities Management and/or County Purchasing Agent as directed by the County.
SS-5	Artwork Package	Develop a custom curated artwork package to compliment the client's identity, project design aesthetic and/ or geographical location of the project by incorporating client branding, regional and/ or local influences. For this project, we include a license plate/tag display element. Large-scale graphics & murals are excluded but can be provided upon request.
SS-6	Branding, Signage & Wayfinding	Design Allowance for interior and exterior conceptual signage design, wall graphics, wayfinding elements, or other

		county/department/stakeholder branding or informational (physical or digital) displays. Also could include designs for exterior monument/pylon & building signage as needed.
SS-7	Renderings & Virtual Tour	(2) Exterior & (2) Interior Renderings; (1) Electronic 3D Virtual “click-through” tour accessible via internet link
SS-8	Landscape Architecture	Landscape Architecture including meeting the County's landscape requirements. Includes performance-type irrigation design as well as specification of site furnishings and hardscape details.
SS-9	Communications & Technology	Voice/Data; Audio/Video; Security Systems, Paging, and Video Conference System – See attached services description from TLC Engineering.
SS-10	Site Parking/ Roadway/ Driving Course Lighting	Design team coordination with lighting designers and specifiers to develop appropriate lighting for safety, security, and aesthetics for the total project area.
SS-11	Green Building Design Charette	Administered by TLC Engineering, this collaborative effort will include the entire design, construction, and owner teams to establish consensus on the sustainability goals of the project – See attached services description from TLC Engineering.
SS-12	Commissioning (Cx) – Design & Construction Phases	Fundamental Commissioning to meet ASHRAE Guideline 0-2005 and 1.1-2007 for HVAC systems as they relate to energy, water, indoor environmental quality, and durability requirements – See attached services description from TLC Engineering.
SS-13	Topographic Survey & Subsurface Utility Engineering (SUE)	Surveying & verification of subsurface utilities will establish a baseline document for the project area and along the adjacent roadways to locate and map all existing above-ground improvements and evidence of subsurface improvements within the project corridor limits – See attached services description from WSP Environment & Infrastructure.
SS-14	Geotechnical Investigation & Engineering	Soils Borings, laboratory testing and foundation design recommendations for building loads, percolation data, etc. – See attached services description from WSP Environment & Infrastructure.
SS-15	Site Civil Engineering	Civil Engineering including coordination of building design and site development with existing conditions, including grading, storm drainage, sewer, water, and incorporation of data and electrical utility services. All required submissions for site plan reviews and permitting as required for the project – See attached services description from WSP Environment & Infrastructure.
SS-16	Ecological Services	Census, permitting, and relocation of gopher tortoises from the project site in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) Guidelines – See attached services description from WSP Environment & Infrastructure.
SS-17	Offsite Roadway Improvements	Roadway, driveway & parking lot design improvements to support the approved master plan build-out conditions of the project and coordination with Hernando County as required. – See attached services description from WSP Environment & Infrastructure.

SS-18	Site Development Permitting	Permitting applications & coordination with Hernando County Development Review, Southwest Florida Water Management District, Hernando County Health Department (Water), and Florida Department of Environmental Protection (Sewer) – See attached services description from WSP Environment & Infrastructure.
SS-19	Site Construction Observation	Site development observation, offsite construction observation, close-out of agency permits, review of contractor-provided as-built survey files/plans – See attached services description from WSP Environment & Infrastructure.
SS-20	“As-Built” Record Building Drawings	Allowance (budget estimate) for architecture, interiors & building engineering disciplines to incorporate all design modifications documented by the CMAR or Design teams through the construction process into an updated final set of drawings. Hours incurred beyond provided budget allowance will be invoiced at the agreed upon rates, if required.
SS-21	Post-Construction Observations	Post-occupancy site visits for observations at 6 and 11 months after substantial completion by a representative of the architecture/interiors team (STA) and the S/MEP/CT building systems (TLC) as requested by the County.
SS-22 & SS-23	Detailed Construction Cost Estimating	Cost estimating services will be categorized as the main Tax Collector Building, the site work associated with the Tax Collector, and the adjacent site development elements. Unit prices will be based on fair market value with mark-ups based on reasonable percentages and presented in a GSA Elemental Uniformat report. – See attached services description from Cost Management, Inc.
SS-25	Value Engineering Workshops	Value engineering workshops (2-hour meetings) via video at the end of the Schematic Design Phase and the Design Development Phase including multidiscipline design experts to evaluate alternative designs, systems and Materials with the County and CMAR team as required by the County's contract section 2.1(E).
SS-26	Owner's Design Contingency	Amount established in negotiations to accommodate unforeseen challenges or other specialty design elements outside the current scope, including detailed written reports not specifically identified in this proposal but that may be required by the County by contract.
SS-27	Reimbursable Allowance	Expenses consistent with the County's previously approved schedule.

EXCLUDED SCOPE

The following services have been excluded as requested during negotiations. Fees for these services can be provided on an as-needed basis and requested by the County:

Re-zoning Applications, Design Review Meetings or Construction Administration Site Visits Beyond Those Specifically Identified in This Proposal as Included in the Base Scope of Services, ADA Accessibility Code Consultant / HB 727 Inspections, Extensive/Unconventional Foundation Design (Other than "Spread Footing"), Smoke Control System Design if Required for Atria, Fountain or Other Aquatic Feature Design,

Vertical Transportation Consultant, Construction Material Testing, Threshold Inspections & Hydrant Flow Tests, Customer Queuing Systems Design (outside of what is provided by TLC Engineering), Hazardous Material Identification and Handling, On-Site Renewable Energy Systems Design, Emergency Power/Generator Systems Design, Live “In-Person” Virtual Reality Tours, Ecological Analysis, Surveying, Specialty Life Safety Code Consulting, Multiple Construction Documents (Permit) sets for Phased Construction, Construction Material Testing, Third-Party Tenant Space Design, Food Service Design including Hood Systems, LEED Administration or Similar Design Criteria Documentation for Certification, EHPA Design Features, Detailed Life Cycle Cost Analysis (ROI) Evaluation, Detailed Value Engineering/Cost Review Evaluation, CCTV Systems, or Distributed Antenna Systems (DAS).

PROFESSIONAL SERVICES & FEES

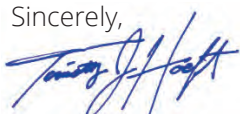
Our fixed, lump sum fees are identified in “Attachment A” for the specific services as currently understood and outlined above. Standard hourly rates outlined in the County’s “Exhibit B” for this contract would apply for any work mutually agreed to be additional services on this project as approved by you outside the scope identified in this proposal. We will provide you with electronic copies of all review sets and final documents. Any additional paper/physical copies (including signed and sealed documents for permitting) will be billed accordingly. Digital drawing files (PDF format) will also be provided to you for your records and use by the Construction Manager.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to STA’s work, if STA’s work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of STA’s or Subcontractors’ workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) STA’s or Subcontractors’ restrictions and/or directives; and/or (5) fulfillment of STA’s or Subcontractors’ contractual or legal health and safety obligations associated with COVID-19; then, STA shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, STA may be entitled to a mutually-agreed upon equitable adjustment to the price for such increases, provided STA presents documentation of such increases (including the original prices).

Again, we appreciate the opportunity to work with you both on this project. If you have any questions concerning this proposal, please do not hesitate to contact me.

Sincerely,



Tim Hoeft, AIA, - Managing Principal
STRAUGHN TROUT ARCHITECTS, LLC
tim@straughntrout.com

cc: TBrady@co.hernando.fl.us
jerry@straughntrout.com

Attachments:

- A. Professional Services & Fees Schedule
- B. Reimbursables Expenses Schedule
- C. Estimated Project Schedule
- D. Building Engineering Services – TLC Engineering
- E. Site Engineering Services – WSP Env. & Infra.
- F. Cost Estimating Services – Cost Management Inc.

ATTACHMENT A - PROFESSIONAL SERVICES & FEES SCHEDULE

Estimated Building Construction Amount:				\$7,600,000.00
Gross Basic A/E Services Fee (FL DMS - Complexity "D"):		6.82%		\$518,320.00
Description of Services		Type	Fee Amount	
Basic Services	Task 1: Pre-Design - Program Development	Fixed/LS		\$15,000.00
	Subtotal			\$15,000.00
	Task 2: Schematic Design Phase	Fixed/LS	17%	\$88,115.00
	Task 3: Design Development Phase	Fixed/LS	24%	\$124,396.00
	Task 4: Construction Documents Phase	Fixed/LS	34%	\$176,230.00
	Task 5: Bidding Phase	Fixed/LS	5%	\$25,916.00
	Task 6: Construction Administration Phase	Fixed/LS	20%	\$103,664.00
	Subtotal			\$518,321.00
Required Supplemental Services	Sup Serv 1: Master Planning (Tax Collector, NAMI, & DoH Parking Lot)	Fixed/LS		\$15,850.00
	Sup Serv 2: Specialty Interiors	Fixed/LS		\$29,650.00
	Sup Serv 3: FF&E Consulting & Budgeting	Fixed/LS		\$29,500.00
	Sup Serv 4: FF&E Specifications & Procurement	Fixed/LS		\$45,500.00
	Sup Serv 5: Artwork Package	Fixed/LS		\$16,500.00
	Sup Serv 6: Branding, Signage & Wayfinding Design	Fixed/LS		\$9,750.00
	Sup Serv 7: Renderings & Virtual Tour	Fixed/LS		\$8,250.00
	Sup Serv 8: Landscape / Hardscape / Irrigation Design	Fixed/LS		\$18,750.00
	Sup Serv 9: Communications & Technology	Fixed/LS		\$19,550.00
	Sup Serv 10: Site Parking/Roadway/Driving Course Lighting	Fixed/LS		\$7,475.00
	Sup Serv 11: Green Building Design Charette	Fixed/LS		\$5,575.00
	Sup Serv 12: Commissioning (Design & Construction Phases)	Fixed/LS		\$19,350.00
	Sup Serv 13: Topographic Survey & Subsurface Utility Engineering	Fixed/LS		\$53,015.00
	Sup Serv 14: Geotechnical Investigation & Engineering	Fixed/LS		\$56,725.00
	Sup Serv 15: Site Civil Engineering (Tax Collector, NAMI, & DoH Parking Lot)	Fixed/LS		\$41,245.00
	Sup Serv 16: Ecological Services - Gopher Tortoises	Fixed/LS		\$162,940.00
	Sup Serv 17: Offsite Roadway Improvements	Fixed/LS		\$47,015.00
	Sup Serv 18: County Site, County Health, SWFWMD, FDEP Permitting	Fixed/LS		\$31,875.00
	Sup Serv 19: Site Development - Construction Observation & Close-outs	Fixed/LS		\$63,420.00
	Sup Serv 20: Development of "As-Built" Record Drawings (Building)	Allowance		\$40,000.00
	Sup Serv 21: Post Construction Phase Services (Observations)	Fixed/LS		\$4,500.00
	Sup Serv 22: Detailed Construction Cost Estimating - SD Phase	Fixed/LS		\$25,645.00
	Sup Serv 23: Updated Construction Cost Estimate and CMAR Reconciliation - DD Phase	Fixed/LS		\$34,270.00
	Sup Serv 24: Value Engineering Workshops	Fixed/LS		\$7,500.00
	Sup Serv 25: Owner's Design Contingency (7.5%)	Allowance		\$97,850.00
	Sup Serv 26: Reimbursables (2.5%)	Allowance		\$32,600.00
	Subtotal			\$924,300.00
Optional Additional Services	Add Serv 27: Administration for Multiple Separate Bid Packages	Excluded		By Owner
	Add Serv 28: Extended Phased Project Construction Administration Period	Excluded		Monthly Pro Rata
	Add Serv 29: Hazardous Material Identification and Handling	Excluded		By Owner
	Add Serv 30: Extensive/Unconventional Foundation Design	Excluded		SHR
	Add Serv 31: Construction Material Testing	Excluded		By Owner
	Add Serv 32: Threshold Inspections	Excluded		By Owner
	Add Serv 33: On-Site Renewable Energy Systems Design	Excluded		SHR
	Add Serv 34: Emergency Power/Generator Systems Design	Excluded		SHR
	Add Serv 35: LEED or Similar Design Criteria Documentation for Certification	Excluded		SHR
	Add Serv 36: EHPA Design Features	Excluded		SHR
	Add Serv 37: ADA Accessibility Code Consultant / HB 727 Inspections	Excluded		By Owner
	Add Serv 38: Detailed Life Cycle Cost Analysis (ROI) Evaluation	Excluded		SHR
	Add Serv 39: Detailed Value Engineering/Cost Review Evaluation	Excluded		SHR
	Add Serv 40: Technology - Distributed Antenna System (DAS)	Excluded		SHR
	Subtotal			\$0.00
Total All Listed Services				\$1,457,621.00

ATTACHMENT B – STANDARD RATES & REIMBURSABLE COSTS FOR PROJECT EXPENSES

**** STANDARD HOURLY RATES FOR THIS PROJECT ARE OUTLINED IN HERNANDO COUNTY CONTRACT “EXHIBIT B” DATED 11/15/22.****Additional terms:**

1. Overtime to accomplish a project by the client’s required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.
2. The Fee Schedule may be adjusted by an amendment to the Architect Services Agreement after mutual written agreement of the parties; the effective date is the date of the amendment to the agreement. Such amendment shall operate prospectively only and shall not alter fee schedules for agreements in effect at the time of amendment.

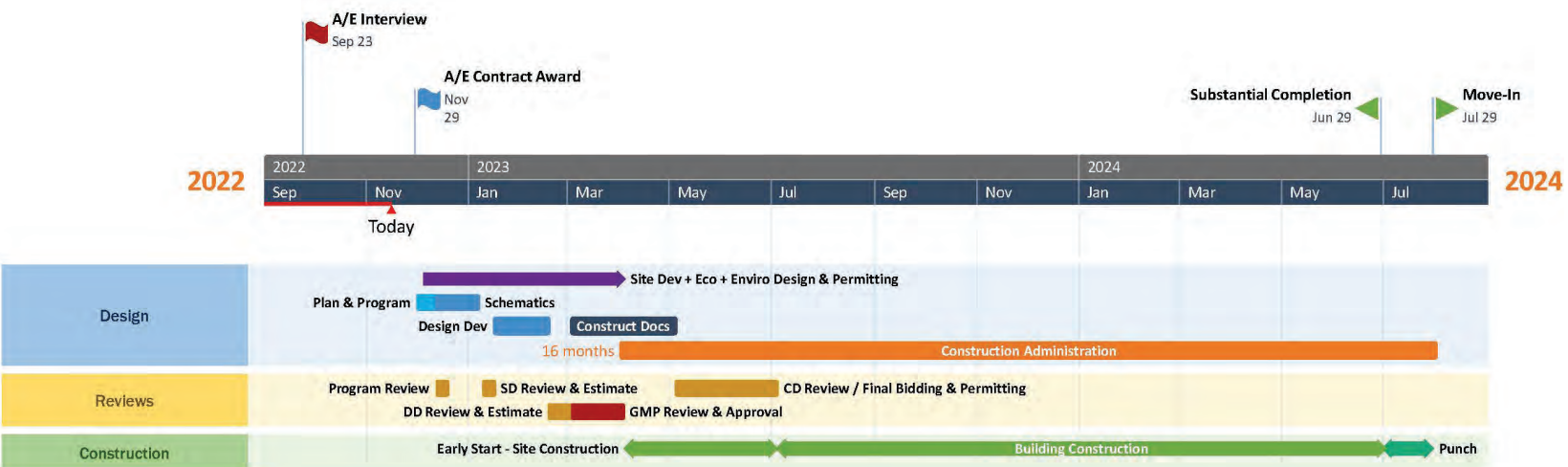
REIMBURSABLE COSTS FOR DIRECT PROJECT EXPENSES (2022)

Printing Rates		Per Printed Side	
		Black & White	Color
Standard Reproduction			
	Letter (8.5"x11") & Legal (8.5"x14") sized documents	\$0.20	\$2.00
	11"x17" & 12"x18" sized documents	\$0.35	\$3.50
Plotter Prints			
	24"x36"	\$15.00	\$20.00
	24"x36" mounted on 3/16" Foam Core Board	\$35.00	\$50.00
Bond Prints			
	24"x36"	\$3.00	Actual Costs
	Other Sizes	\$0.50/sq. ft.	Actual Costs

Travel Expenses

Airfare, Overnight Accommodations, Meals, Etc Actual Costs
 Standard Automobile..... \$0.625/Mile or Current IRS Rate
 Shipping (US Postal Service / Federal Express / UPS)..... Actual Costs
 Data File Transfers (Minimum) 1-Hour Clerical + Actual Cost of Media
 Pre-Approved Purchase/Rental of Equipment Used in Project..... Actual Costs
 Coordination with Owner’s Sub-Consultant or Sub-Contractor 15% of Actual Consultant/Labor Fees

ATTACHMENT C – ESTIMATED PROJECT SCHEDULE





Revised November 7, 2022

Revised: October 27, 2022

October 13, 2022

Mr. Tim Hoeft, AIA, LID, LEED AP BD+C
Managing Principal
Straughn Trout Architects
2005 East Edgewood Drive
Lakeland, FL 33803
Delivered via tim@straughntrout.com

**Re: Hernando County Tax Collector
Professional Engineering Services Proposal**

Dear Tim:

TLC Engineering Solutions, Inc. (TLC) is pleased to submit the following **revised** proposal to provide engineering services for the above referenced project. We appreciate your consideration and look forward to working with you and your design team on this project.

PROJECT SCOPE

We understand the project is to consist of an approximately 16,000 sf tax collector office to be located in Hernando County, Florida. TLC's proposal is based on information provided in the project RFP and your **emails of October 12, 2022 and November 4, 2022.**

BASIC SCOPE OF SERVICES

Basic Scope of Services shall be as outlined in AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 3. TLC shall provide professional engineering and design services for:

- a. Heating, Ventilating and Air-Conditioning (HVAC) Engineering
- b. Plumbing Engineering
- c. Electrical Engineering
- d. Fire Protection Engineering
- e. Structural Engineering
- f. Communications and Technology (CT) Engineering for Voice/Data, Audio/Visual, Security Systems, Paging, and Video Conference System (Refer to Attachment C for proposed scope)
- g. Sustainability (Green) Administration
- h. Commissioning

TLC anticipates submittals at the following design stages:

- Pre-Design
- Schematic Design
- Design Development

Mr. Tim Hoeft

Revised: November 7, 2022

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- 50% Construction Documents
- 100% Construction Documents

All submittals are anticipated to be electronic. Reproduction shall be performed by Straughn Trout Architects or compensated as a reimbursable expense.

Up to three (3) design review or coordination meetings are included in TLC's proposed work scope.

Fire protection design to consist of schematic plans and "performance-based" specifications.

SUSTAINABILITY (Green Design standard) Services

Basic Scope of Sustainability Administration Services shall be as outlined below. We expect that the project will pursue satisfaction of Florida Statutes 255.251-255.2575 mandating design compliance with a "Green" Design Standard.

As the Sustainability Administrator on the project, TLC will provide the following services:

1. TLC will facilitate an initial, conceptual phase "Green Design Charrette" with the entire design, construction, and Owner teams. This will be the Team's opportunity to confirm the Owner's green/sustainability goals for the project. This charrette is fundamental to pulling the entire team together and reaching consensus on the sustainability goals of the project from the outset. During this charrette, TLC will interactively review the project and the concepts of LEED and related green building design and will determine which sustainability (green) design features are preferred or consistent with project goals and objectives. TLC will also determine design and construction strategies it will use to achieve accomplishment of those goals.
2. Throughout the course of the design phase, TLC will conduct periodic sustainability design review meetings, to help keep the team "on-track" with targeted sustainability features. Generally, these meetings will be held in conjunction with regularly scheduled design phase team coordination meetings.
3. TLC to evaluate and assess potential sustainability features including ROM pay back analysis for PV or related systems to assist the owner in making informed decisions.

FUNDAMENTAL COMMISSIONING

1. TLC will provide the following commissioning (Cx) process activities in accordance with ASHRAE Guideline 0-2005 and ASHRAE Guideline 1.1-2007 for HVAC Systems, as they relate to energy, water, indoor environmental quality, and durability.
2. TLC will designate an individual as the Commissioning Authority (CxA) to lead, review and oversee the completion of the commissioning process activities.
 - a. TLC's CxA has documented commissioning authority experience in at least two similar building projects.
 - b. The individual serving as the CxA is independent of the project's design and construction management team.
3. The CxA will report results, findings, and recommendations directly to the Owner.

Mr. Tim Hoeft

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4. TLC will develop and incorporate commissioning requirements into the construction documents, with the assistance of and in collaboration with the design team.
5. TLC will develop and implement the commissioning plan. An initial preliminary commissioning plan will be developed during the design development phase, and reviewed with the entire design and construction team to achieve buy-in from all team members. The commissioning plan will be updated throughout the course of design and construction phases.
6. TLC will conduct and lead periodic commissioning meetings with the O/A/E/C team. In general, these meetings will be held on the same day as regularly scheduled construction meetings, so as not to cause excessive numbers of additional meetings for the team. A total of three (3) commissioning meetings are included in this proposal.
7. TLC will conduct periodic site observation visits to review the installation of systems being commissioned and witness some equipment start up. A total of three (3) site visits are included in this proposal.
8. TLC will maintain an Issues Log throughout the Cx process.
9. TLC will lead the team in the functional performance testing phase and will verify the installation and performance of the each of the systems to be commissioned.
10. TLC will complete a summary commissioning report.
11. TLC shall conduct commissioning reviews of the design documents throughout the design of the project. At a minimum the CxA will conduct a design review of the design documents during the Design Development and Construction Document Phases and will back-check the review comments in the subsequent design submission.
12. The Commissioning process activities shall be completed for the systems indicated in the table below. The contractor is responsible for ensuring 100% of all equipment and systems are operating as intended. The sampling rates indicated below are the minimum percentage that will be verified by the CxA during functional testing.

Systems and Major Equipment	Included in Cx Scope of Work?	Sampling Rate
Mechanical / HVAC Systems		
Major Equipment: including Air Handling Units, Rooftop Units, Chillers, Cooling Towers, Boilers, Induction Units, Energy Recovery Units	Yes	100%
Minor Equipment: including Exhaust Fans, Fan Coil Units, Heat Pumps, Unit Heaters, Humidifiers	Yes	1-10: 100% 11-20: 50% >20: 25%
Terminal Units (VAV)	Yes	25%
HVAC Controls: workstations, system graphics, dashboards, controllers, sensors, actuators, meters	Yes	As needed to verify sequence of operations
Test & Balance	Yes	10%
Chemical Treatment Systems	No	--
Rainwater Capture and Reuse	N/A	--

Notes:

1. Only exhaust fans larger than 1 HP will be included with the Cx effort.
2. Controls system operation will be primarily verified through data trending using the existing controls front-end system. If necessary, functional testing would occur during investigation phase to examine specific issues of concern.
3. Review of TAB activities will be done with spot checking of measured values in TAB Report. Spot checking to be performed by the TAB contractor, using the measurement devices used in the initial report, and witnessed by the CxA.
4. Electrical testing services for grounding or power quality are not currently included as part of the initial scope of work.
5. Mechanical systems not included in commissioning activities include ductwork, fire and smoke dampers (except to the extent the FPTs check safety interfaces between these and the HVAC control system), and equipment sound & vibration measurements. Ductwork leakage testing to be performed by the contractor.
6. TLC will have access to the site for activities necessary for performance of these services.
7. The contractor and subcontractor will perform all tests and TLC shall witness tests as indicated above. The contractor shall be responsible for any damages resulting from equipment start-up or testing.

PROPOSED CONSTRUCTION PHASE SERVICES

Construction Phase Services provided for this project shall include:

1. Response to bidder questions.
2. Response to local permitting officials' comments.
3. Response to Contractor's Request for Information (RFI) and submittal review during the construction period.
4. A total of four (4) site visits to become generally familiar with the progress and quality of the construction work in order to determine if the work is being performed in general accordance with the construction documents. (The mix of mechanical, electrical and structural field representation may change based on the needs of the project during the construction phase). Substantial completion and final inspection, if requested, would each constitute a site visit.

INFORMATION TO BE FURNISHED BY THE ARCHITECT

In addition to Architects' Responsibilities defined in AIA Document C401 – 2017 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in Attachment A.

ADDITIONAL SERVICES

Additional services, when requested in writing by Straughn Trout Architects, shall be performed at TLC's standard hourly rates. Additional Services are as defined in AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4. Additional Services also include those items shown in Attachment B. TLC shall submit the estimated additional services cost

Mr. Tim Hoeft
Revised: November 7, 2022
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for approval and authorization prior to proceeding with a design.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee.

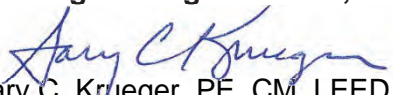
Reimbursable expenses will be assessed at 1.1 times direct cost. Reimbursable expenses include all out-of-county travel-related costs, (TLC's Melbourne office to be considered point-of-origin for all trips), airfare, mileage, meals, lodging, plotting and printing (except as required for in-house coordination), photography, courier services, shipping and express mail. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within fifteen (15) days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm TLC's authorization to proceed. Retain one copy and return one copy to TLC at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee and reimbursable expenses, and represents that approval has been received by your firm from the client. Alternatively, we can enter into a contract agreement using AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant.

We look forward to your favorable selection of TLC and the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Sincerely,

TLC Engineering Solutions, Inc.


Gary C. Krueger, PE, CM, LEED AP BD+C
Vice President / Executive Director

Straughn Trout Architects

By: _____

Print Name and Title

Date: _____

ATTACHMENT A**INFORMATION TO BE FURNISHED BY THE ARCHITECT**

Professional Engineering Services Proposal

1. Copy of Owner-Architect Agreement.
2. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is REVIT).
3. Room data sheets for each area, indicating equipment and furniture locations, quantity of each type of outlet, receptacle, special lighting and plumbing equipment, and connection for services as part of the TLC design.
4. Civil, site drawings and surveys, indicating all underground and overhead mechanical, plumbing and electrical site utilities, which may affect design.
5. Fire hydrant flow test data, performed at the hydrants required by the design (to be indicated by TLC).
6. Catalog cut sheets for Owner-furnished equipment and equipment requiring mechanical, plumbing or electrical connections. Cut sheets shall indicate all utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements.
7. Geotechnical report of subsurface soils conditions with recommendations for foundations and site preparation.
8. Landscape lighting design and fixture specifications prepared by the Landscape Architect or Lighting Consultant.
9. Lighting consultants and interior design consultant's equipment data sheets and specifications for appliances, fixtures, and control systems.
10. Reliable existing construction design drawings. Extensive field verification of existing systems is not anticipated or included in proposed work scope.
11. Access control and CCTV device location will be provided by Architect.

ATTACHMENT B

ADDITIONAL SERVICES

Professional Engineering Services Proposal

1. AIA Document B101-2017 Edition – Standard Form of Agreement Between Owner and Architect, Article 3 and AIA Document C401 - 2017 Edition - Standard Form of Agreement Between Architect and Consultant, Article 5.
2. Construction site visits or attendance at design review meetings, as requested by the Owner or Architect, in excess of site visits per discipline as defined in our proposal.
3. Material testing or installation quality inspection services including (but not limited to) concrete, reinforcing steel, welds, connections, torsion or tension verification of bolts, decking or masonry systems. Certification of construction or inspection services to appease special requirements of the local building department, are not included in TLC's scope of services.
4. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
5. Significant revisions to the program, design philosophy or Architectural plans after 100% Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
6. Extensive phasing of project including development of multiple permitting packages.
7. Electrical Circuit Breaker Coordination Study.
8. Design of emergency power or generator systems.
9. Preparation of mechanical systems life cycle cost analysis.
10. Civil engineering, landscape design, and irrigation design services.
11. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
12. Threshold Inspection Services.
13. Design of site features and amenities outside of building footprint and not directly attached to the building.
14. Development of "as-built" or record drawings.
15. Detailed cost estimating services.
16. Design of unconventional foundation systems including vibrocompaction, vibroflotation piles, matt foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
17. Design of smoke-control systems if required by Section 909 of the Florida Building Code, or design of smoke-management systems for atria and other large spaces.
18. Building Envelope Commissioning Services.
19. Formal Green Building (LEED, Green Globes, FGBC) Documentation or Certificate or design of Photovoltaic (PV) or renewable energy systems

ATTACHMENT C COMMUNICATION / TECHNOLOGY

A. VOICE AND DATA DESIGN SERVICES:

TLC proposal includes complete Voice/Data design of the facility, and can encompass the following scope as to match the owner's preference:

1. Structured cabling systems to be design in compliance with BICSI and ANSI/TIA cabling standards.
2. Entrance facility design with conduit infrastructure for telecommunications and cable TV to the property lines for the outside utility providers. Coordinate infrastructure requirements with utility providers.
3. Site distribution, sizing, and layout of server room, data closet(s) interfacing with the Architect for space considerations.
4. Voice distribution system to accommodate owner furnished Voice Over Internet Protocol (VOIP) phone switch and owner selected property management system.
5. Wireless network design using WiFi modeling software. Design to be coordinated with Owner's IT department to ensure equipment standards are maintained.
6. Data/internet/voice outlets in lobby, and common areas.
7. Coordination of Point of Sale (POS) equipment with Owner. The equipment is expected to be owner provided.
8. Vertical and horizontal intra-building infrastructure for Telecommunications cabling (raceways) providing coordination for space considerations with architectural MEP systems **and coordinating with system furniture.**
9. In-ground inter-building infrastructure for telecommunications cabling (raceways) providing coordination for space considerations with architectural and MEP systems.
10. Voice and data backbone throughout the building.
11. Develop a labeling and numbering scheme with Owner Input.
12. Develop testing procedures for all copper and optical fiber cabling systems
13. Provide and coordinate power needs to devices throughout the buildings to Electrical Engineer to service data wired and wireless equipment

B. DISTRIBUTED ANTENNA SYSTEM DAS (aka Bi-directional Amplifier BDA)

1. Distributed Antenna System (DAS) (aka bi-directional amplifier BDA) for emergency two way radio communications will be a performance based specification by TLC. The owner shall contract with an approved vendor for the DAS. The approved vendor shall use RF modeling software to provide a complete engineered design.

C. AUDIO VIDEO DESIGN SERVICES

TLC proposal includes complete AV design of the facility, and can encompass the following systems, or additional systems as to match the owner's preference:

1. Digital signage/messaging
2. Distributed Audio/Paging System
3. Meeting Space Audio/Video Systems
4. Audio/Video Control Systems

D. SECURITY DESIGN SERVICES

1. TLC will work with the client and discuss the goals of the security system as a whole, and how the budget impacts the design choices we establish. TLC will prioritize the desires to allow as much system functionality as required, but maintain the budget.
2. TLC shall provide an IP based Access Control System design. TLC will work with the client to provide a safe and secure environment with code compliant access control equipment. Design services shall include biddable documents with complete floor plan layouts, Access Control system selection and recommendation, door hardware coordination, card reader and card creation hardware if required, door hardware and equipment coordination matrix, door installation details, and full Architectural Specifications.
3. TLC shall provide an IP based Closed Circuit Camera System design. Design services shall include biddable documents with complete floor plan layouts, Video Management System (VMS), camera selection, network attached storage equipment, bandwidth/storage calculations, coverage areas, installation details, and full Architectural Specifications.
4. TLC shall provide intercom and Emergency Phone system design as required. Design services shall include biddable documents with device locations, product selection, and full Architectural Specifications.
5. TLC shall coordinate the location of the guest key card system headend with the Owner. It is anticipated that the design and specification of this system shall not be the responsibility of TLC, but can be included as an additional service.
6. TLC will provide complete coordination with all of the systems being designed in the spaces including HVAC, plumbing, fire protection, electrical, architectural, structural, and furniture systems.

E. ELECTRONIC QUEUING MANAGEMENT SYSTEM

1. TLC will work with the client and discuss the goals of the Queuing management system. TLC will prioritize the desires to allow as much system functionality as required
2. TLC shall provide an IP based Queuing management system design. Design services shall include biddable documents with complete floor plan layouts, queuing management system selection and recommendation, headend equipment, signs, & software.
3. Queuing management system may have the following features: virtual queuing, mobile queuing, appointment schedule, and reports and analytics.



5015 S. Florida Avenue, Ste 301
Lakeland, Florida 33813
wsp.com

November 7, 2022

Mr. Tim Hoeft, AIA, LID, LEED AP BD+C
Managing Principal
Straughn Trout Architects
2005 E. Edgewood Drive
Lakeland, Florida 33803

Via Email: tim@straughntrout.com

Re: Proposal for Professional Engineering Services – Exhibit A
STA - Hernando County Tax Collector
WSP Project No. 600867

Mr. Hoeft:

WSP USA Environment & Infrastructure, Inc. (WSP), is pleased to submit this proposal to Straughn Trout Architects (STA) for professional engineering services for the Tax Collector project, located in Winter Haven. This proposal provides an overview of the services to be provided by WSP.

SCOPE OF SERVICES

PHASE 100 PRELIMINARY ENGINEERING

Task 101 Topographic Survey & SUE

WSP will perform a topographic survey of the Forest Oaks Boulevard right of ways to support the design of new roadway improvements. The topographic survey will establish a baseline of the survey along the roadway to locate and map all existing above-ground improvements and evidence of subsurface improvements within the project corridor limits.

The topographic survey will also include onsite data collection limited to the specific project area shown in **Figure 1**, an area of approximately 19 acres. The topographic survey will locate and map all existing above-ground improvements and evidence of subsurface improvements within the project limits shown. Elevations will be determined at approximate 100' station intervals and at all breaks in grade.

The topographic survey will also involve the survey of existing utilities along the right-of-way corridor and within the project area. The required contacts will be made with Sunshine 811 to identify existing utility providers and have them mark the approximate location of existing utilities lying within the project corridor. All marked utility locations will be surveyed and mapped. This effort will include up to 20 test holes to verify the horizontal and vertical location (VVH) of subsurface utilities. The locations of the test holes will be determined by the engineer of record.



The topographic survey will be relative to the North American Datum of 1983/2011 Realization (NAD83/11), with values expressed in the Florida State Plane Coordinate System and the North American Vertical Datum of 1988 (NAVD88). A minimum of four (4) control monuments, established through the National Geodetic Survey (NGS) On-line Positioning Service (OPUS) and differential level runs to NGS benchmarks, will be set near the project corridor and project area to support the design survey and subsequent construction activities

Upon completion of field survey activities, a certified topographic survey, compiled in AutoCAD format, will be produced to map and portray existing site conditions.

Deliverable: An electronic deliverable of the certified topographic survey drawings together with the associated CAD files.

Task 102 Geotechnical Investigation

It is our understanding that the proposed project will include the construction of a 15,000± sf single-story, office building. There will be associated paved drives, parking lots, delivery areas, and multiple stormwater retention ponds. The purpose of this task is to evaluate the subsurface conditions at the project site and provide a geotechnical engineering report with our findings and recommendations.

The building loads were not available to us at this time. However, for the sake of this proposal, we have assumed that the maximum column and wall loads associated with the proposed building will not exceed 75 kips and 5 kips per linear foot, respectively. Slab loads for the office areas are expected to be approximately 200 psf or less, and no extraordinary slab performance criteria are expected.

A site grading plan is not available at this time. However, based on a preliminary review of the topography of the area, it is anticipated that less than 3 feet of cuts/fills will be required at the site to reach design grades for the proposed structure and pavement areas.

WSP understands that the site formerly housed a wastewater treatment facility (WWTF). We assume that all foundations, walls, tanks, pavements, and any other structures associated with the WWTF have been razed and completely removed from the site. If remnants of previous development are encountered during our subsurface exploration described below, then additional evaluation of the site soils (such as conducting test pits and/or performing additional borings) may be warranted.

Geotechnical Subsurface Exploration Program

WSP is proposing the following geotechnical scope of work for the project:

- WSP will prepare a Site Health & Safety Plan (HASP) for the drilling, and pavement coring activities. MOT activities will be included in this HASP.
- Prior to the start of drilling activities, WSP personnel will perform a site walk. Suitable locations for the proposed borings will be selected and marked in the field and existing utilities that are visually identifiable will be noted. A handheld GPS unit will be utilized to locate each boring location. Based on available aerial



photographs and our knowledge of the site, we assume that no clearing will be required to access the boring locations using drilling equipment.

- WSP will perform four (4) Standard Penetration Test (SPT) borings within the proposed building footprint which will extend to a depth of up to 40 feet below the ground surface or auger refusal (whichever occurs first) to provide information related to the soils' relative density as well as provide samples for visual examination. During the advancement of the SPT borings, the overlying soil strata will be sampled by utilizing a split-spoon sampler in general accordance with ASTM D 1586. The borings will be continuously sampled using split-spoon samplers within the upper 10 ft of the soil profile, then sampled at 5-ft intervals, thereafter. The collected samples will be placed in sealed containers which will be appropriately labeled with pertinent information. Up to four (4) undisturbed samples of cohesive soils (if encountered) will be obtained from the building area borings using 3-inch diameter Shelby tubes in accordance with ASTM D 1587.
- For the proposed pavement areas (including parking lots, driveways, and driver test course), WSP is planning to advance up to twelve (12) SPT borings to a depth of 6 feet below the ground surface. These borings will be continuously sampled using split spoons. The collected samples will be placed in sealed containers which will be appropriately labeled with pertinent information. Further, composite bulk samples will be obtained from these borings within the upper 6 feet of the soil profile for the purpose of running Limerock Bearing Ratio (LBR) tests to assist with the pavement design. WSP will schedule and coordinate Maintenance of Traffic (MOT) operations along Forest Oaks Boulevard in the project area. MOT will be performed by a third party and include signs, cones, and flaggers. WSP will submit a Right of Way (ROW) permit application to Hernando County for advancing the boreholes within Forest Oaks Blvd ROW.
- For the planned retention pond areas, up to six (6) auger borings are planned to be drilled to a depth of 8 feet below the ground surface or auger refusal (whichever occurs first). Composite bulk samples will be obtained from these borings within the upper 8 feet of the soil profile. One bulk sample is planned for collection for each pond area.
- Up to three (3), double ring infiltrometer (DRI) tests are proposed for the retention pond areas (frequency of one test per pond).
- WSP will subcontract a qualified driller and organize the subsurface exploration. WSP field personnel will be present during the subsurface exploration to monitor and direct the subcontractor, to collect quality samples, and to provide an accurate representation of the subsurface conditions.
- The borings will be advanced using a truck- or adverse-terrain-mounted drill rig (ATV rig) and utilizing mud rotary techniques.
- Soil sampling and field classification will be in general accordance with ASTM D 2488.
- Water levels will be checked in the boreholes and recorded upon completion of drilling. Seasonal High Ground Water Table (SHGWT) indicators will also be checked in the recovered soil samples.
- The building area borings will be tremie grouted upon completion of drilling. For pavement and pond area borings, the boreholes will be backfilled with compacted



auger cuttings. For borings drilled on Forest Oaks Road, the boreholes will be backfilled with compacted auger cuttings and bentonite chips, and the top patched with a cold patch asphalt mix.

- The public utility locators in the area will be contacted via the Sunshine 811 system a minimum of 72 hours prior to beginning any ground disturbance.
- Soil samples recovered during our site exploration will be transported to our local office where they will be reviewed and visually classified by a geotechnical engineer/geologist.

Laboratory Testing

WSP will perform an appropriate number of geotechnical classification and index property tests on representative soil samples, to sufficiently characterize the subsurface profile and assist in establishing soil properties.

The following specific type of tests are proposed:

- Moisture Content (ASTM D 2216): Up to 45 tests;
- Grain Size Analysis with #200 wash (ASTM D 422): Up to 22 tests;
- Soils finer than #200 Sieve (ASTM D1140): Up to 11 tests;
- Atterberg Limits (ASTM D 4318): Up to 13 tests;
- Modified Proctor Compaction Test (ASTM 1557): Up to 2 tests;
- Limerock Bearing Ratio (FDOT FM 5-515): Up to 2 tests;
- One-Dimensional Consolidation Properties of Soils (ASTM 2435): 1 test on cohesive soils (if encountered); and
- Specific Gravity of Soils (ASTM 854): 1 test on cohesive soils (if encountered).

Geotechnical Analysis and Reporting

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Florida. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computer-generated boring logs with soil stratification based on visual soil classification;
- Groundwater levels observed during and after completion of drilling with an estimate of the Seasonal High Ground Water Table (SHGWT);
- Site location map;
- Boring location plan;
- Description of general site geology;
- Soil survey map;



- Subsurface exploration procedures;
- Encountered soils conditions and results of DRI tests;
- Foundation design recommendations for the proposed office building;
- Recommendations for pavement design and construction; and
- Recommendations for earthwork, including subgrade preparation, suitability of on-site soils for use as structural fill, temporary groundwater control (exclusive of the dewatering system design), fill placement, and minimum relative density requirements.

Deliverable: Electronic copy of the Geotechnical Report in PDF format.

Task 103 Ecological Services

WSP will conduct activities required for the census, permitting, and relocation of gopher tortoises (*Gopherus polyphemus*) from the project site in accordance with the Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines (FWC 2020). The following provides the general scope of work, key assumptions, and cost estimate for assisting the County with this project.

Gopher Tortoise Burrow Survey

WSP will conduct a burrow survey of the proposed project site. As the site is relatively small and open, WSP proposes to conduct a 100% pedestrian gopher tortoise burrow census of the site to estimate the tortoise population most accurately. All burrows will be mapped using a sub-meter GPS unit. The survey results will be provided to the FWC during the permitting process. The results of the survey are valid for 90 days from the last day of the survey.

Deliverable: Electronic copy of mapped burrow locations and population estimate.

Gopher Tortoise Conservation Permit Application

WSP will prepare and submit a gopher tortoise Conservation Permit application and supporting documentation to the FWC for the project. Application documentation includes site and ownership information, vegetation, land use, and soils maps, survey results from Task 103A, and gopher tortoise recipient site information. An application fee is due to FWC based on the expected number of gopher tortoises to be relocated. The FWC application fee associated with the permit is based on the calculated gopher tortoise population. Conservation Permits issued for gopher tortoises relocated to a long-term protected recipient site require a \$234 mitigation contribution to FWC for up to five tortoises and a \$351 mitigation contribution to FWC per tortoise thereafter. Mitigation contributions in excess of the final number of tortoises relocated will be refunded less a 3% administrative fee charged by the State. WSP will use a conservative estimate of the tortoise population for relocation to avoid delays in permit and recipient site amendments. These fees will be the responsibility of the County.

The application process requires a letter of reservation from the gopher tortoise recipient site (property receiving the gopher tortoises). WSP will coordinate with one or more permitted recipient site banks to relocate the gopher tortoises to their recipient site.



Recipient site fees are variable based on current demand and availability. A security deposit of 10% may be required to receive a reservation letter from the recipient site. The security deposit is applied to the final invoice from the recipient bank, but it is typically non-refundable. The final invoice is based on the actual number of gopher tortoises relocated to the recipient site. It is anticipated the County will contract directly with the recipient sites and be responsible for their fees at the time of relocation. This proposal includes recipient site coordination services.

The FWC typically requests a site review following the permit application to verify survey information. WSP staff will accompany FWC on-site to respond to any questions that may arise.

Deliverable: Electronic copy of the submitted application.

100% Gopher Tortoise Burrow Survey

Prior to initiating the gopher tortoise relocation, FWC will require a 100% census of the area subject to the relocation activities. WSP will conduct a final 100% pedestrian gopher tortoise burrow census within the suitable gopher tortoise habitat. All burrows will be mapped using a sub-meter GPS unit. The survey results will be provided to the FWC for review. The results of the survey are valid for 90 days from the last day of the survey.

Note: If the initial 100% survey is still valid (within 90 days), and relocation effort can be completed within that timeframe this task may not be required by FWC.

Deliverable: Electronic copy of the revised burrow map.

Gopher Tortoise Relocation

Once the Conservation Permit is approved and 100% survey results are submitted to FWC, WSP will contract with an experienced backhoe operator for the gopher tortoise burrow excavation. Excavation is typically the most cost and time-effective method for gopher tortoise extraction. In accordance with the guidelines, all potentially occupied gopher tortoise burrows must be excavated. Gopher tortoises typically have multiple burrows, averaging two burrows per gopher tortoise. An average of ten gopher tortoise burrows are expected to be excavated per day.

The scheduling and execution of the gopher tortoise relocation effort are dependent on the availability of suitable weather. Permit conditions limit relocation efforts to those days when overnight temperatures at the recipient site are predicted to be greater than 50 degrees Fahrenheit for a period of three consecutive days following relocation. In addition to suitable weather, the permit will require the submittal of proof of local government approval (development plan approval, clearing, and grading permit, etc.) and an updated gopher tortoise survey if the 100% survey is more than 90 days old prior to initiating the relocation activities.

This task includes notification to Sunshine 811 of the proposed excavations. This service will request utility companies with facilities within the site to mark them prior to work. WSP staff conducting the excavations will include at least one person trained as a competent person for trench excavation and will oversee the safety of the dig operations.



The recipient site will record the statistical data from the relocated gopher tortoises (i.e., weight, sex, and carapace length) necessary for the After-Action Report that will be provided to the FWC as required by the permit. WSP will use the collected data to submit the After-Action Report to the FWC.

Deliverable: Copy of After-Action Report

Gopher Relocation Assumptions

- The availability of recipient sites is currently limited. WSP is not responsible for delays due to unavailable recipient site spaces.
- Based on previous site work, utility locate services beyond Sunshine 811 should not be necessary prior to excavation and are not included in this proposal.
- It is assumed that the building contractor will install exclusion fencing around the entire project site prior to the excavation of tortoises. Properly installed and maintained silt fencing will suffice for this requirement.
- The timely completion of this project is dependent upon the weather. Fieldwork and project schedule may be impacted due to severe weather at the subject property.

PHASE 200 DESIGN & PERMITTING

Task 201 Site Civil Engineering

WSP will prepare detailed site construction plans for the project. The scope of the site development will include the relocation of the entrance road to immediately west of the existing Health Department stormwater pond. This will require the redesign of the Health Department site from the entrance to the building to the relocated entrance road. The site will include the proposed Tax Collector building, the associated parking and stormwater management. The site design will also include a new right in right out entrance east of the existing Health Department stormwater pond. Also included with we the design of the NAMI site to include the stormwater management and a pad ready site. The site civil construction plans are anticipated to include the following sheets: cover, general notes, existing conditions, site plan, grading and drainage plan, utility plan, construction details, and utility details.

Construction plans and specifications will reference the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and the Hernando County Standards as the governing specifications for the project.

WSP will prepare and submit electronic files of the construction plans to STA at the 60% and 90% completion stages for review and comment. WSP will incorporate review comments received from STA into the subsequent milestone construction plan set. Construction plans approved by Hernando County, Southwest Florida Water Management District (SWFWMD), Hernando County Health Department (HCHD), and the Florida Department of Environmental Protection (FDEP) will be considered 100% construction plans. Estimated quantities will be prepared at each completion stage

This task includes the preparation of a stormwater management report to support the drainage design for the site and permitting.

**Task 202 Offsite Roadway Improvements**

The construction plans will include the design and permitting of offsite roadway improvements. As per discussion with the County, the plans will include the relocation of the main driveway access to the site just prior to the Health Department stormwater pond, and a new right in/right out access at the location of the old remnant road just east of the Health Department stormwater pond. WSP will prepare roadway construction plans to meet Hernando County Transportation requirements.

WSP will prepare and submit electronic files of the construction plans to STA at the 60% and 90% completion stages for review and comment. WSP will incorporate review comments received from STA into the subsequent milestone construction plan set. Construction plans approved by Hernando County, Southwest Florida Water Management District (SWFWMD), Hernando County Health Department (HCHD), and the Florida Department of Environmental Protection (FDEP) will be considered 100% construction plans. Estimated quantities will be prepared at each completion stage.

WSP will prepare and submit an electronic copy of a Rough Order of Magnitude (ROM), the Engineers Opinion of Construction Cost (OPCC) estimate at approximately 60% and 90% construction plan level.

Task 203 Permitting

WSP will initiate permit applications following the incorporation of the STA and Hernando County's (Owner) 90% review comments to the construction plans. Responses to agency reviews will be limited to clarification of previously submitted materials and exclude additional engineering or analysis. Permitting and review by agencies in addition to Hernando County, SWFWMD, PCHD, and FDEP are not anticipated. If required, additional agency reviews will be covered under a separate Task Authorization. WSP will invoice STA for all permit application fees as a direct reimbursable.

Hernando County Development Review

WSP will prepare and submit a site construction plan application to Hernando County for Development Review.

Southwest Florida Water Management District

WSP will prepare and submit an Environmental Resource Permit (ERP) modification application to SWFWMD.

Hernando County Health Department – Water

The project is anticipated to involve the extension of the potable water system to the site for potable water use and fire protection. WSP will prepare the "Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs" permit application form for submittal to the Florida Department of Environmental Protection (FDEP).



Florida Department of Environmental Protection – Sewer

The project is anticipated to involve the design of a sanitary sewer system on site, and a lift station and forcemain to provide connection to the existing forcemain in the right-of-way. WSP will prepare the “Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System” permit application form for submittal to the Florida Department of Environmental Protection (FDEP).

PHASE 300 CONSTRUCTION PHASE SERVICES

Task 301 Construction Observation

WSP will attend one pre-construction meeting. The pre-construction meeting is anticipated to be led by STA and attended by the construction contractor, Hernando County, and utility service company representatives. The purpose of the pre-construction meeting will be to review permit requirements and the construction schedule as well as to address any concerns that either the County or the construction contractor may have.

WSP will perform contractor submittal reviews of the civil engineering-related products to be used in the construction of the project. WSP will attend progress meetings with STA, the Contractor, and the Owner as deemed necessary.

WSP staff will conduct regular site visits to observe construction during the anticipated site civil construction schedule of six months. Full-time construction engineering and inspection services are not proposed under this scope. WSP will address construction concerns and bring them to STA’s attention immediately. WSP will check the contractor-provided as-built drawings and electronic as-built survey files for compliance with the design plans. Discrepancies will be clarified and/or corrected by the construction contractor. WSP will rely on the construction contractor-provided as-built survey for the close-out of agency permits. WSP will not be providing certification for construction-related activities such as craftsmanship of work completed, material control, or adherence to specifications.

This task includes permit close-out assistance for the Hernando County, Southwest Florida Water Management District, Hernando County Health Department (Potable Water), and Florida Department of Environmental Protection (Sanitary Sewer) permits. Specifically, the Southwest Florida Water Management District requires the permittee to retain the design professional to conduct on-site observations of construction and assist with the as-built certification requirements of the project.

The Contractor will be responsible for providing all necessary testing/inspection services and reports.

**PROJECT UNDERSTANDING**

WSP's services provided for this project are limited to those outlined in the scope of services.

This proposal is valid for a period of 30 days. If the terms and conditions outlined in the attached contract are satisfactory, please sign where indicated and return to Tonya Morris via email to tonya.morris@WSP.com. We will return one fully executed original to you for your records.

COVID-19

Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to WSP's work, if WSP's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of WSP's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) WSP's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of WSP's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19; then, WSP shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, suspensions, and impacts.

To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, WSP may be entitled to a mutually-agreed-upon equitable adjustment to the price for such increases, provided WSP presents documentation of such increases (including the original prices).

We appreciate this opportunity to work with Straughn Trout Architects. If you have any questions, please do not hesitate to contact me at 813-436-6557.

Sincerely,

WSP USA Environment & Infrastructure, Inc.

A handwritten signature in blue ink, appearing to read 'David W. Butcher'.

David W. Butcher, P.E.
Principal - Sr. Project Manager

A handwritten signature in blue ink, appearing to read 'Christine Mehle'.

Christine Mehle, P.E., CFM, ENV SP
Florida Water Services Line Lead

DWB/CM/tjm

Figure 1

ATTACHMENT E

Hernando County Tax Collector Project Limits

Legend

EXHIBIT A

 Hernando County Survey Limits



Owner's Representative

Estimating / Scheduling

Value Engineering

Life Cycle Costing

LEED Consulting

Constructability Review

Cashflow Projections

Change Orders

Claims Analysis

Contract Administration

Commissioning

Construction Auditing

Facilities Condition
Assessment

Information Technology

Database Development

Program Management
Software Modules



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Fax: 407.293.0944

Website: www.cminc.biz

Email: cmi@cminc.biz

04 November 2022

Tim Hoeft, AIA, LID, LEED AP
Principal

Straughn Trout Architects

2005 E Edgewood Drive

Lakeland, Florida 33803

CMI No. P-1555

**Project: Hernando County–
West Tax Collector Office**

SD Estimate

DD Estimate & Reconciliation w/ CMAR

Dear Mr. Hoeft

We hereby submit our fee proposal to provide consulting services on the above-referenced project. Our understanding is that the project consists of a new tax collector's office for Hernando County. We will submit the report as follows:

- Bid Item 01 – Main Building
- Bid Item 02 – Sitework for Main Building
- Bid Item 03 – Adjacent Site Development

SERVICES

We are pleased to provide cost estimating services as indicated above, based substantially on approximate quantities and priced in accordance with specifications, if available. The unit prices will be based on fair market value in the locality of the project. The mark-ups (Detail & Pricing Allowance, General Conditions, Overhead, Fee, Bond, and Escalation) will be based on reasonable percentages. The estimate will be presented in the GSA Building Elemental Uniformat report. We anticipate that we will complete the SD estimate in approximately three weeks, and the DD in approximately five weeks, of receiving your approval. We will send you a pdf file of the estimate via e-mail. The services proposed herein will be provided under the direction of Ganesh Jiawon.

EXCLUSIONS

This proposal excludes: cost of drawings and specifications; time to estimate additional drawings, sketches, addenda, etc. issued after the estimate is started; alternates; time to reconcile our estimates with those prepared by others; scheduling; formal or informal VE; travel outside the Central Florida area; meetings (unless specifically stated in this proposal).

PAYMENT

We will invoice on completion of each estimate. Please indicate your acceptance by signing and returning one copy of this proposal to our office.

Issued By:

CMI

Ganesh Jiawon, LEED AP, CGC, MRICS
President

Accepted By:

Name: _____

Title: _____

Signature: _____

Date: _____



DEPARTMENT OF PURCHASING AND CONTRACTS

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EXHIBIT "B" SCHEDULE OF RATES 2021-RFQ-A/E-016-TB

November 15,2022

The standard Hourly Labor Rates are subject to adjustment annually based of the Consumer Price Index issued by the Bureau of Labor Statistics, Southeastern Regional Office for the South for the index for **All Items/Wage earners & clerical workers**, for the percent of change through the month of May of each calendar year.

The following hourly rates include all direct and indirect costs except direct expenses. Indirect cost include such items as overhead, profit and such statutory and customary fringe benefits such as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave and holiday pay.

Position Classifications (classification titles subject to change)	Employee or Sub-Consultant	Loaded Hourly Rates
Principal Architect	Straughn Trout Architects	\$250
Staff Architect / Project Manager	Straughn Trout Architects	\$190
Senior Interior Designer /Asst. Project Manager	Straughn Trout Architects	\$175
Interior Designer / Specifications Writer	Straughn Trout Architects	\$135
Architectural Associate / BIM Designer	Straughn Trout Architects	\$125
Graphic Designer / CADD Technician	Straughn Trout Architects	\$110
*Accounting	Straughn Trout Architects	\$105
*Clerical/Administrative	Straughn Trout Architects	\$70
Senior Engineer	TLC Engineering Solutions	\$218
Project Engineer / Manager	TLC Engineering Solutions	\$160
Engineer / Designer	TLC Engineering Solutions	\$130
Technician	TLC Engineering Solutions	\$70
*Clerical	TLC Engineering Solutions	\$70
Principal	WOOD / WSP	\$268
Associate	WOOD / WSP	\$195
Senior Project Manager	WOOD / WSP	\$185
Project Manager	WOOD / WSP	\$115
Senior Engineer / Scientist Professional	WOOD / WSP	\$134
Engineer / Scientist Professional	WOOD / WSP	\$91
Technician	WOOD / WSP	\$81
Administrative Staff	WOOD / WSP	\$70
Survey Crew (4 Person)	WOOD / WSP	\$202
Survey Crew (3 Person)	WOOD / WSP	\$169
Survey Crew (2 Person)	WOOD / WSP	\$127
Principal Landscape Architect	Sustainable Design Solutions	\$175

** Loaded Hourly Rates Reduced Below Certified Raw Labor & Standard Multiplier As Requested by Toni Brady, Hernando County Procurement Officer.*