

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT  
NO. 19-R00025/PH**

THIS AGREEMENT made and entered into this 10th day of December, 2019, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC), 20 N. Main St., Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Wannemacher Jensen Architects, Inc., 180 Mirror Lake Drive North, St. Petersburg, FL 33701, duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

WITNESSETH:

**SECTION 1.** The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:

Design and Construction Monitoring Services for Hernando County Fire Station No. 5.

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

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

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

**SECTION 3.** The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator and or its designee and shall be completed within thirty-six (36) months or through construction completion, whichever is greater.

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

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

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

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

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

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

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

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

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

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

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

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current

Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the AGREEMENT by the COUNTY.

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

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

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

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

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

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

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

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

**SECTION 15.** The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error,

omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the COUNTY upon execution of this AGREEMENT.

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

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

**SECTION 16.** The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this AGREEMENT without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

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

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

**SECTION 19.** The COUNTY reserves the right to suspend, cancel or terminate the AGREEMENT in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this AGREEMENT without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this AGREEMENT shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this AGREEMENT in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the

right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

**SECTION 20.** PROFESSIONAL shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of the Contract.

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

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

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

**SECTION 23.** Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this AGREEMENT shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

#### **SECTION 24. E-VERIFY.**

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

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

Legitimate claims of the CONTRACTOR/CONSULTANT/PROFESSIONAL use of unauthorized workers must be reported to both of the following agencies:

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

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

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

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor AGREEMENTS.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

## **SECTION 25. INTERPRETATION**

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

**SECTION 26. TRAVEL**

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

**SECTION 27.**

- Attachments:
- Exhibit "A" Scope of Services
- Exhibit "B" Fee Schedule
- Exhibit "C" Certificate of Insurance (To be provided at Contract award)
- Exhibit "D" Notice to Proceed (To be provided at Contract award)

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

(SEAL)



BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: Susan Brew, D.C. Date 11-10-19  
 Douglas A. Chorvat, Jr.  
 Clerk of Circuit Court and Comptroller

[Signature] Date 12/1/19  
 Jeff Holcomb, Chairman

Witness [Signature]

WANNEMACHER JENSEN ARCHITECTS, INC.  
 By [Signature] Jason Jensen, President  
 Printed Name and Title of Professional

## EXHIBIT “A”

1. **SCOPE OF SERVICES:** The scope of services includes, but is not limited to design, civil design, specifications, contract management, project documentation, and field inspections for the following anticipated projects:

- 1.1 **PROJECT DESCRIPTION:** The purpose of this solicitation is to provide engineering, architectural design, and construction monitoring services for Hernando County Fire Rescue.

1.1.1 **Phase 1 – Station 5:** Provide engineering, architectural design, and as construction monitoring for Fire Rescue Station 5, which will be located at the southwest corner of Spring Hill Dr. and Melville Ave., Spring Hill, FL. The design for Station No. Five (5) shall consist of an occupied building with four (4) bays for fire rescue equipment. Building engineering and design shall be consistent and in accordance with the Florida Building Code, Section 1620, High-Velocity Hurricane Zones-Wind Loads, Risk Category II and IV Buildings and Structures.

1.1.2 **Phase 2 – Standardized Fire Station Design:** Provide engineering and architectural design for one (1) additional option for future standardized fire station designs.

1.1.2.1 The pre-designed station design shall be provided as a separate not-for-construction plans package as follows:

1.1.2.1.1 Design shall include floor plans, foundation plans, roof plans, front and rear elevations for a one-story occupied building with three (3) or four (4) bays (opposite of Phase 1) for fire rescue equipment.

1.2 **PHASE 1 - FIRE STATION NO. FIVE (5):**

1.2.1 **GENERAL SITE:**

1.2.1.1 Fire Station No. Five (5) shall be located on the general site located at the Southwest corner of Spring Hill Drive and Melville Avenue, Spring Hill, FL. See the attached boundary survey map (Exhibit “A”).

1.2.1.2 The fire station shall face Spring Hill Drive, with fire apparatus exiting out of the fire station onto Spring Hill Drive either East or West bound. Returning fire apparatus, firefighter, and visitor parking will enter the fire station from Melville Avenue. Access and storage of apparatus shall be designed with concrete including any driveways and sidewalks. Suggestions are welcome for employee and visitor parking area material (asphalt or concrete).

1.2.1.3 An emergency signal shall be designed on Spring Hill Drive including permitting.

1.2.2 **BUILDING:**

1.2.2.1 The building shall be of a modern and highly efficient design with Type II construction and a designed life span of 50+ years.

1.2.2.2 The building shall contain four (4) drive-through apparatus bays that must be able to store two (2) fire pumpers in same bay with bay doors of 14' wide and 14' high. The bay area shall also include a utility room/workshop, turnout gear locker room, laundry room, and EMS equipment cleaning room. The living quarters of the building shall be comprised of one general office room, ten (10) private or Jack & Jill style bunkrooms, a minimum of five (5) gender neutral shower/restrooms, a handicap unisex restroom, a separate



station captain combination office with a bunk room and shower/restroom, a separate battalion chief combination office with a bunk room and shower/restroom, a combination day room and light commercial or commercial/heavy residential kitchen, fitness/exercise room, and a multipurpose training/community meeting room with restroom and an exterior means of entrance & egress by public, which will also serve as an emergency barrack type bunk room to be used during disaster times by incorporating murphy beds into the design. The business & living quarters will be approximately 6,000 +/- square feet in size. Comprehensive firefighter health and safety design options utilizing industry best practices and applicable NFPA standards are required. Examples include but are not limited to hot zone design, separating public/work, social, and private spaces, natural lighting, firefighter fitness, stress-reducing lighting and dispatch tones, gender neutral concepts, ease of daily maintenance, etc.

The station design should include continuity of operations & resiliency features such as generator capacity for 100% of station electrical needs as well as an above ground 2,000-gallon dual-chambered diesel/unleaded gasoline fuel pump. The architectural detailing of the fire station will provide a desired look that is compatible and well-matched with the County Library located on the same parcel to the West of the proposed fire station site. The elevation designs should also be to optically minimize the size of the station, especially the business/living quarters portion of the facility.

**1.2.2.3** The building shall be designed and constructed in compliance with the Florida Building Codes and Florida Fire Prevention Code (including meeting or exceeding the required wind resistance design level without the need for manually affixing/installing additional protective barriers or shutters).

**1.2.2.4** The architect shall also consider a “green” building design with examples of energy efficient windows and lighting.

**1.2.3 STORM WATER FACILITIES:** Storm water runoff from the fire station shall be accomplished by design of onsite drainage retention areas meeting the approval of the Southwest Florida Water Management District (SWFWMD) and/or the Florida Department of Environmental Protection (FDEP).

**1.2.4 PRELIMINARY SCHEMATIC DESIGN:** Preliminary schematic drawings shall be prepared to establish the dimensions, location and arrangement of the building, parking, driveways, drainage retention areas (DRA's) and other features required by code and regulations. Options for design will be reviewed with the County prior to finalizing the schematic design.

**1.2.5 PRELIMINARY COST ESTIMATE:** A preliminary cost estimate will be developed based upon the final schematic design. Preliminary quantities and unit costs will be estimated for the cost estimate. Unit cost estimates will be based on current project experience in the vicinity or means if no current information is available.

**1.2.6 DESIGN REPORT:** The condition assessment and design criteria memorandums, final schematic design, and preliminary cost estimates will be assembled to create the design report.

**1.2.7 BID SPECIFICATIONS AND CONSTRUCTION DESIGN DOCUMENTS:**

**1.2.7.1** The engineering/architectural firm shall prepare thirty (30) percent design plans, sixty (60) percent design plans, ninety (90) percent design plans, and one hundred (100) percent final design and specifications, preliminary cost estimate for construction, and review of the final Bid package.

**1.2.7.1.1 Thirty (30) Percent Design Plans:** Prepare draft designs for Fire Station No. Five (5) to thirty (30) percent completion shall include boundary survey and site topographic survey of the proposed building or construction site. All existing building, facilities, roadways, utilities, or signs in the immediate area of the project site or relevant to the proposed work should be shown. Layouts of the proposed roadways, access drives, parking areas, site utilities, and building locations should be shown.

**1.2.7.1.2 Sixty (60) Percent Design and Draft Specifications:** Prepare draft designs for Fire Stations No. Five (5) to sixty (60) percent completion, based upon the final Schematic Design. The draft design will include:

1.2.7.1.2.1 All information in previous thirty (30) percent submittals plus all annotated comments from previous submittals;

1.2.7.1.2.2 Proposed landscaping, exterior signing, exterior lighting, fencing, or other site elements;

1.2.7.1.2.3 Preliminary horizontal and vertical alignments for all roadways, drainage systems, and applicable exterior utilities;

1.2.7.1.2.4 Preliminary paving and parking layouts with horizontal and vertical ties to site survey and representative cross sections;

1.2.7.1.2.5 Preliminary cost estimates, construction schedule and phasing plans;

1.2.7.1.2.6 Design date and analysis;

1.2.7.1.2.7 Soil tests data and analysis;

1.2.7.1.2.8 Outline of technical specifications;

1.2.7.1.2.9 Design/Architectural plans and specifications for Building including:

1.2.7.1.2.9.1 Floor plans;

1.2.7.1.2.9.2 Framing plans;

1.2.7.1.2.9.3 Ceiling plans;

1.2.7.1.2.9.4 Roof plans;

1.2.7.1.2.9.5 HVAC drawings;

1.2.7.1.2.9.6 Electrical drawings;

1.2.7.1.2.9.7 Mechanical drawings;

1.2.7.1.2.9.8 Plumbing drawings.

**1.2.7.1.3 Ninety (90) Percent Design and Draft Specifications:** Prepare draft designs for Fire Stations No. Five (5) to ninety (90) percent completion, based upon the final Schematic Design. The draft design will include:

1.2.7.1.3.1 All information in previous sixty (60) percent submittals plus all annotated comments from previous submittals;

1.2.7.1.3.2 Complete drawings with all plan, profile, detail, schedule, etc.;

1.2.7.1.3.3 Technical specifications for use for construction phase;

1.2.7.1.3.4 Final cost estimate;

1.2.7.1.3.5 Construction phasing plans;

1.2.7.1.3.6 Final architectural drawings;

1.2.7.1.3.7 Final structural drawings;

- 1.2.7.1.3.8 Final mechanical drawings;
- 1.2.7.1.3.9 Final electrical drawings;
- 1.2.7.1.3.10 Final plumbing drawings;
- 1.2.7.1.3.11 Final civil engineering plans.

**1.2.7.1.4 One Hundred (100) Percent Design and Draft Specifications:** Final drawings and plans signed and sealed by architect and engineers and submitted to the Hernando County Building Department for review and preliminary permitting. Prepare and provide final technical specifications for use in construction Bidding phase.

**1.2.8 REGULATORY COMPLIANCE:**

- 1.2.8.1 The architectural firm will submit the required number and types of the site plans, building plans, specifications and building permit application to the Hernando County Building Division.
- 1.2.8.2 The architectural firm will attend the Hernando County Code Compliance Review meeting and make any required modifications to the submitted site plans, building plans, and specifications necessary to obtain a Hernando County building permit from the Hernando County Building Division.
- 1.2.8.3 The architectural firm will submit the required number and types of the site plans, building plans, specifications and necessary storm water retention permit application to the SWFWMD and/or FDEP, and any permits for water and sewer.

**1.2.9 BIDDING PHASE ASSISTANCE:** The architectural firm will provide the following Bidding phase services:

- 1.2.9.1 Prepare technical specifications, including design site and building drawings and specifications;
- 1.2.9.2 Attend a pre-bid meeting and provide written responses to questions and comments;
- 1.2.9.3 Assist County in preparation of Addenda to the Bidding package;
- 1.2.9.4 Review Bids received; identify errors and omissions in the Bids;
- 1.2.9.5 Attend a pre-award meeting with the apparent low Bidder, if necessary, in order to clarify construction issues;
- 1.2.9.6 Recommend award and/or rejection of Bids.

**1.2.10 CONSTRUCTION ADMINISTRATION:** The firm will provide the following construction phase services:

- 1.2.10.1 Attend a pre-construction meeting with the Contractor(s) to review construction issues and schedules;
- 1.2.10.2 Review, comment and provide approval of the Contractor's progress schedule;
- 1.2.10.3 Provide construction inspection as necessary to ensure compliance with applicable state and local codes;
- 1.2.10.4 Respond to the Contractor's request for clarifications and change orders;
- 1.2.10.5 Review pay applications and recommend payment;
- 1.2.10.6 Notify Contractor of deviations from the approved design and specifications by the Contractor;
- 1.2.10.7 Prepare punch list(s);
- 1.2.10.8 Review and comment on the Contractor's as-built drawings;
- 1.2.10.9 Provide a set of as-built drawings in paper and electronic versions to the County;

- 1.2.10.10 Recommend close-out payment to the Contractor;
- 1.2.10.11 Provide certification of completion to the County.

**1.3 PHASE 2 - FUTURE FIRE STATION DESIGN:** Provide engineering and design for one (1) additional option to be used for standardized fire stations.

1.3.1 Options:

1.3.1.1 Option 1: Design shall include floor plans, foundation plans, roof plans, front and rear elevations for a one-story occupied building with three (3) bays for fire rescue equipment.

1.3.2 Plans/Drawings: Provide architectural drawings, electrical drawings, plumbing drawings, and mechanical drawings for the one (1) option are to be provided.

RESOLUTION NO.: 2019- 204

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2020 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, APPROPRIATING AND EXPENDING INCREASED FUNDS AS PROVIDED BY THE AMENDED BUDGET; AND ADDING INCREASED AND UNANTICIPATED REVENUES TO THE PROPER FUND OF THE BUDGET.

WHEREAS, Hernando County is in receipt of funds not anticipated when the budget for the 2020 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2020 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2020 Fiscal Year Adopted Budget will be adjusted in the amount set forth below and the total estimated receipts, including balances brought forward, shall equal the total of the appropriations and reserves.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

		<u>REVENUES</u>		
<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
				\$0.00
				0.00
				0.00
				0.00
				0.00
<b>TOTAL</b>		\$0.00	\$0.00	\$0.00

		<u>APPROPRIATION</u>		
<u>Account Number</u>	<u>Account Name</u>	<u>Present Budget</u>	<u>Increase/Decrease</u>	<u>Amended Budget</u>
3381-02472-5909910	Impact Fee-Ambul - Reserves for Cont	221,021.00	-165,411.00	55,610.00
3381-02472-5606358	Impact Fee-Ambul - Improvements	0.00	165,411.00	165,411.00
				0.00
				0.00
				0.00
				0.00
<b>TOTAL</b>		\$221,021.00	\$0.00	\$221,021.00



ADOPTED this 10th day of December, 2019.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: Susan Burns, Deputy Clerk  
DOUGLAS A. CHORVAT, JR.  
Clerk of Circuit Court & Comptroller

By: Jeff Holcomb  
JEFF HOLCOMB  
Chairman

\*\* Reference: Minute Traq # / Mtg Date. MT #16435 / 12/10/19

Office of Management and Budget use only:			
Fund Number: 3381	Department No. 02472	Approved by: <u>SR</u>	Date: 11/21/19 R2020- 014

Revised 9/01/19

CERTIFIED TO BE A TRUE COPY  
DOUG CHORVAT, JR.  
CLERK OF COURTS



BY: Susan Burns D.C.

THIS 11th DAY OF Dec. 20 19