

**EXHIBIT A  
CONTRACT****BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT  
NO. 23-R00030/AP****Public Safety Training Facility**

THIS Agreement made and entered into, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and KMF Architects, 839 N Magnolia Ave, Orlando, FL 32803 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:

Contract document RFP 23-R00030/AP to provide overall site master planning, design, permitting, and construction administration to plan and construct a new Public Safety Training Facility.

"Contract Documents" means the Request for Qualifications, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement with the exception of the solicitation which shall be incorporated to the extent that it does not conflict with the remainder of the Agreement (all of said documents, including this Agreement, sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). In case of any inconsistency or conflict among the provisions of the Agreement and any other terms and conditions of any documents comprising the Contract Documents, the provisions of the Agreement shall control.

**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 TBD from the date of issuance of the Purchase Order and /or Notice to Proceed.

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

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

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

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

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

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

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

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

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

Records of cost incurred includes the Professional project accounting records, together with supporting documents

and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061, Florida Statutes (Current Edition), 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, Florida Statutes (Current Edition), 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 consistent with that degree of care and skill ordinarily exercised by members of the similar professionals under similar circumstances in the similar geographic area, and in accordance with sound engineering and professional consulting practices and principles. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other."

**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 Section 112.313, Florida Statutes (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, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the County or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement. Nothing contained herein is intended nor shall be construed to waive the County's rights, immunities, and defenses under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

**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, 15470 Flight Path Drive, Brooksville, FL 34604.

**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 the 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 United States District Court, Middle District of Florida. 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 Procurement 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 Section 112.061, Florida Statutes (Current Edition).

## **SECTION 27. NO THIRD-PARTY BENEFICIARIES.**

Nothing in this Contract is intended to and shall not operate to benefit, create any rights in, or otherwise confer any rights upon any third party, including Contractor employees, subcontractors, suppliers, and agents or any other government agency.

## **SECTION 28. ASSIGNMENT.**

Neither Party may assign or transfer this Agreement to any other corporation, partnership or individual without the express written consent of the other Party.

## **SECTION 29.**

Attachments:  
Exhibit "A" Scope of Services

Exhibit "B" Compensation and Method of Payment  
Exhibit "C" Certificate of Insurance  
Exhibit "D" Notice to Proceed

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: \_\_\_\_\_ Date: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

Elizabeth Narverud, Chairwoman Date

KMF Architects

12.19.2023  
Date

Witness Eufall Meaghan Dord

By: ERIC KLEINSTEUBER, AIA  
Printed Name and Title of Professional  
PRINCIPAL / VICE PRESIDENT

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office

**EXHIBIT A – SCOPE OF SERVICES**

**PROJECT DESCRIPTION:**

Site master planning, design, permitting, bidding documents and construction administration to plan and construct a new Public Safety Training Facility in multiple phases.

**Scope of Work for Phase 1 – Master Plan and Site Investigations**

(Architectural and Civil Master Plan for entire 60-acre site)

**1. General**

- a. Kick off meeting(s)
- b. Programming Meeting(s) with Fire Rescue / Sheriff and County Stake Holders
- c. Programming Data and Survey
- d. Presentation of Findings
- e. Electronic Program confirmation Meeting(s)
- f. Schematic Visioning Plans
- g. Presentation of Plans and Renderings

**2. Environmental Study**

- a. Wetland Delineation and Assessment
- b. Listed Species Survey
- c. Groundwater Monitor Well Construction
- d. Groundwater Sampling
- e. Soil Sampling
- f. Monitor Well Survey

**3. Land Surveys**

- a. Survey Control
- b. Boundary Survey
- c. Topo Survey
- d. Tree Survey
- e. Geotech Boring Locates

**4. Geotechnical Investigation**

- a. Preliminary Geotechnical Study
- b. Subsidence Investigation



**5. Traffic Study**

**6. DELIVERABLES for Phase 1 – Master Plan and Site Investigations**

- a. Master Plan
- b. Phase 2 Environmental Study
- c. Land Survey
- d. Geotechnical Report (delivered as PDF's, hard copies as a reimbursable option)

**7. CLARIFICATIONS:**

- a. Design overall master plan to include planning, design. Permitting, bidding documents and Construction Administration activities are not part of Phase 1 scope of services and will be part of future phases as determined.
- b. Design of facility to fulfill the operational needs of Public Safety and Sheriff's Office  
Departments taking into consideration:
  - i. Current and anticipated training needs
  - ii. Facility to be hurricane resistive.
  - iii. EOC (Emergency Operations Center) considered part of main administrative building but kept as a separate building (may include Fall-Out Shelter; reference Florida Statutes F.S. 255.042, ICC300 or FEMA 500 levels)
  - iv. Mitigation factors to minimize impact to flora, fauna and wildlife
- c. Planning of Installation of infrastructure to support and sustain planned improvements including, but not limited to:
  - i. Roads and infrastructure for ingress and egress to site without major impacts to existing traffic patterns
  - ii. Well and water storage
  - iii. Electrical needs
  - iv. Technology needs
  - v. Environmental issues such as wastewater produced by firefighting activities and lead from shooting ranges , etc.
- d. Hernando County tasks:
  - i. start the re-zoning process to a "Public Service Overlay" using drawings and sketches produced during the master planning process
  - ii. inform public of intended project

- e. Future Phases, Programs and Facilities are to be determined during project progression.
  - i. Applicable to Phase II and future Phases: Construction administration will be based on scope of each phase as defined by fund availability.
  - ii. Weekly site visits anticipated. Frequency based on scope of work for the week.
  - iii. KMF Architects to review shop drawings, submittals, pay applications, change orders, RFI's for conformance with construction documents.
  - iv. KMF specifications detail that submittals and shop drawings that are rejected by the design team for non-conformance, on the third review, generate an hourly fee to the design team, paid by the Contractor, which will be defined in the specifications.

**8. EXCLUSIONS from Scope of Work for Phase 1 – Master Plan and Site Investigations**

- a. Construction Phasing Coordination and or/logistics Drawings and Plans.  
Master planning, and design phasing is included.
- b. Furniture Selection, Design, Install or Representation.
- c. Experimental Materials
- d. Value Engineering.
- e. Commissioning.
- f. Meetings and/or site visits beyond those indicated, including public hearing and community presentations.
- g. Other services mentioned as excluded in other sections of this Agreement.
- h. Services mentioned as excluded by Consultants
- i. All other services, trades, or engineering not specifically listed as being included.
- j. Preparation of Animations, Videos, Virtual Reality etc.
  - KMF reserves the right to create animations as part of their design process and use them in all marketing materials and gives consent for County use.
- k. Paying of fees, beyond plans review fees, on behalf of the client. All fees are reimbursable.
- l. Additional Programming
- m. Design of Signalized Intersections
- n. Specific Design of the individual training props
- o. Wetland Mitigation Design
- p. Wetland Mitigation Fees
- q. Redesign at any stage including kickoff because of the finding of, but not limited to:
  - Any protected species known or unknown.
  - Any Native Peoples settlements or artifacts or other
  - Historic Trees
  - Subterranean Caverns or other geological strata
  - Unexploded ordinances
  - Dumped Materials
  - Toxic Materials
  - Neighborhood / Neighbor protests

- Other environmental, social, historic, toxic, or other unknown impediments that would restrict development.
- r. Rezoning
- s. Land Use Plan Amendments, waivers, and Variances from any Agency
- t. Lot Splitting
- u. Public Neighborhood Presentations
- v. Code analysis or evaluation of adjacent sites
- w. Electric Vehicle Fire Simulation
- x. Electric Vehicle Storage
- y. Electric Vehicle Charging Stations
- z. Permit Packages for Exterior Signage, Site Signage, Artwork, and Other Specialty Items are excluded from Phase 1 – Master Plan and Site Investigations. These intended to be included as the project continues into Phase 2
- Design is included, but permit sets are specialty by Signage Contractors
- aa. BIM 360 Services.
- bb. Solar Arrays designs are excluded from Phase 1, beyond their location – Master Plan and Site Investigations. These can be analyzed as the project continues into Phase 2 and beyond.
- cc. Water Collection Cisterns
- dd. Battery Storage Systems
- ee. Full building UPS Systems
- Note that backup power generation will be required, dependent on each facility. being constructed. This will be determined after Phase 1 – Master Plan and Site Investigations.
- ff. Gray Water systems
- gg. Alternate, harvested, or reclaimed water for drinking and flushing.
- hh. Design of any “mazes”
- ii. Design of any “confined spaces”
- jj. Issues requiring design changes based on conditions exposed during destructive investigations, surveying, or construction.
- kk. Rental or purchase of any and/or heavy equipment.
- ll. All drone work of any type.
- mm. Zero or Third Shift work.
- nn. KMF and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances. Materials encountered, if visibly identifiable, will be brought to the attention of the Client.
- Tailings pond needs to be examined and properly accounted for.
- oo. Chain Of Title
- pp. Testing for Radon, Lead, Lead Based Paint, Wetlands or other toxins.
- qq. Construction: Scheduling, Supervision, Inspections, or testing.
- rr. Travel Outside the project area

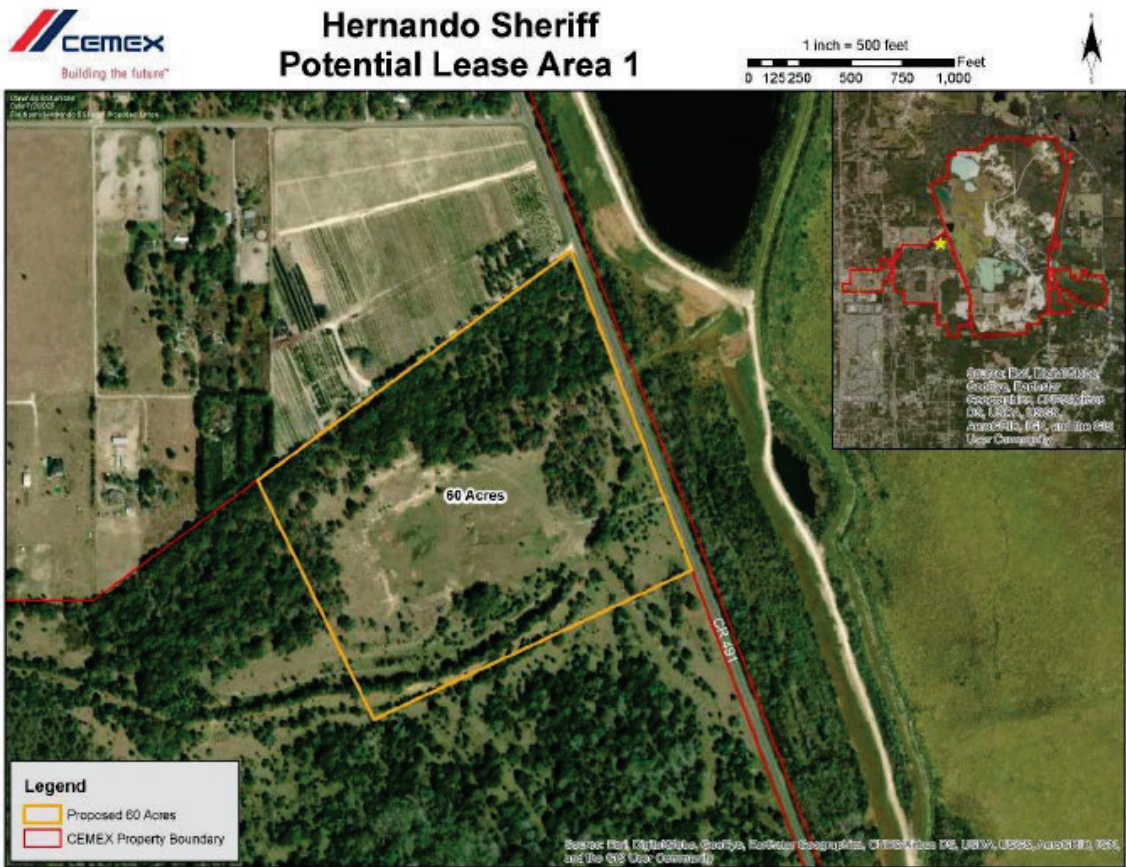
- ss. Deep Foundation or grade beam system designs (pile foundations)
- tt. Cold Formed Steel, wood framed or light-gage truss design.
- uu. Culverts
- vv. Bridges
- ww. Grade Bridges or On-Grade Bridges
- xx. Furniture Design and or Selection are excluded from Phase 1 – Master Plan and Site Investigations. These can be looked at as the project continues into Phase 2 and beyond.
- yy. Fitness Equipment Design and or Selection
- zz. Exclusions in other portions of this proposal.
- aaa. Exclusions by consultants.
- bbb. Work not completed in the exact manner as described does not create a credit to the client.
- ccc. All other services not specifically listed as being included.

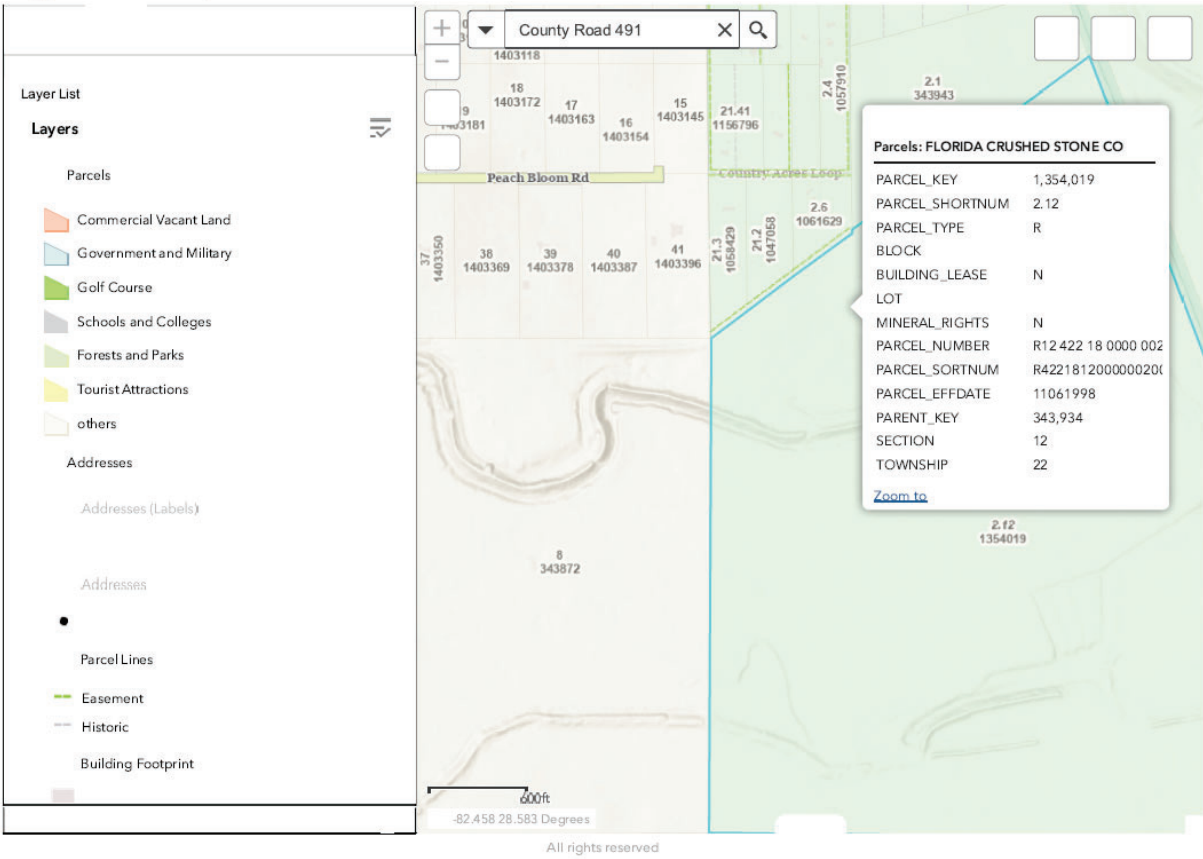
**9. Phase 2 – New Public Safety Training Facility**

- a. Construction Documents
  - i. 30%
  - ii. 60%
  - iii. 90%
  - iv. Permit / Bid Package(s)
- b. LEED Submittal

**10. Phase “Future” – Additional Public Projects**

- a. Construction Documents as necessary to deliver the work
  - i. New Mosquito Control Facility – Construction Documents
  - ii. Large Auditorium Space – Construction Documents
  - iii. General Warehouse – Construction Documents
  - iv. Additional Facilities to be determined as the project continues and the site allows, including state and federal partnerships.







**11. Modification of Scope of Services**

- a. Scope is as described in the RFP and modified herein.
- b. All on-site meetings will be held at KMF offices, client facilities, or virtually.
- c. The Geotech report will show standard Florida strata and not require pile foundations.
- d. The County anticipates a fully secured site. This would include a double gate and controlled access.
- e. While typically excluded, the master plan project may show that the following elements are required. If so, they would require specific design provisions in the phase 2 add service:
  - Natural Gas Vehicles
  - More than 4 Electric Vehicle Chargers
  - Level 3 Charging
  - Electric Vehicle Fire Simulation
  - Chemical Fire Simulation
  - Car Wash Buildings
  - Mixed Fuel Vehicles
  - Airplanes or Helicopters or other flying vehicles
  - Helipads or structural roofs for landing vehicles
  - Boats or Boat Ramps
- f. All props will be selected by the County, similar to a furniture selection.
- g. All props will be pre-engineered for their intended use. From a company similar to “The commissioner” from “firefacilities.com”. These are purchased objects, that while require a permit, are outside the standard permit process and are NOT occupied structures.
- h. Pavilions are not props and may be traditional construction or pre-engineered metal buildings or other.
- i. Client has fully acquired this facility/site and is the Owner or Leaseholder of the building/property with full authority to perform this scope of work.
- j. Redesign after 60%: Any significant design changes after 60% design may incur additional costs.
- k. Redesign after Final Approval: Further, the Client is responsible for carefully reviewing the drawings prior to final approval. Changes to the construction documents after final approval will be billed in accordance with the Professional Services Agreement Exhibit B (Compensation and Method of Payment).
- l. Construction Administration: KMF has not been retained or compensated to provide design and construction review services related to the General Contractor’s safety precautions or to means, methods, techniques, sequences, or procedures required for the General Contractor to perform their work but not relating to the final or completed structure; omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment excavations, and any erection methods and temporary bracing.

- m. Construction Administration Duration: The construction timeline will be defined in future amendments. Any extended construction schedule due to a change in scope or atypical circumstances may result in additional compensation to KMF, if agreed upon by the Parties.
- n. Media: KMF shall be referenced in all media that uses imagery created by KMF. Logos shall not be removed from images. KMF's Social Media (LinkedIn, Facebook, Instagram), Website ([www.kmfarchitects.com](http://www.kmfarchitects.com)), shall be "tagged", named, etc. in all media, whether electronic or print, in perpetuity.
- o. Hazardous Materials: KMF and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl, or other toxic substances. KMF shall promptly notify the County in writing of any materials that it believes may be hazardous materials. Hazardous materials include any materials that are known or suspected to jeopardize human health or safety, through exposure of any kind. Such materials shall include, but not be limited to, those listed in various Federal, State, and Local Laws and Regulations.
- p. Right to Rely: KMF shall rely on the manufacturer's or supplier's representations and shall not be responsible for any damages arising from failure of the material or equipment to perform in accordance with the manufacturer's or supplier's representations.

## COVER PAGE

### EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT

#### Phase 1 – Master Plan and Site Investigations

##### Fee Schedules included:

##### Awardee:

KMF Architects

##### Subcontractors:

Tri3 Civil Engineering

Raysor Transportation

BFA Environmental

Blue Marlin Engineering

L & S Diversified Surveyors

Total Contract Value for KMF Architects: \$423,174.56

**EXHIBIT B – COMPENSATION AND METHOD OF PAYMENT****Compensation and Method of Payment for Phase 1 – Master Plan and Site Investigations**

Site master planning, design, permitting, bidding documents and construction administration  
to plan and construct a new Public Safety Training Facility

**TOTAL: \$423,174.56**

**KMF Architects:**

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Principal	60	x	\$237.26	=	\$14,235.60
Senior Architect / Project Manager	120	x	\$177.93	=	\$21,351.60
Project Architect / Senior Technician	240	x	\$128.12	=	\$30,748.80
Designer	320	x	\$93.20	=	\$29,824.00
Office Administration	40	x	\$64.08	=	\$2,563.20

<b>TOTAL HOURS</b>	<b>780</b>	<b>TOTAL FEE</b>	<b>\$98,723.20</b>
--------------------	------------	------------------	--------------------

POSITION CATEGORY	HOURLY RATE	MULTIPLIER	BILLABLE RATE
PRINCIPAL	\$79.35	2.99	\$237.26
SENIOR ARCHITECT/ PROJECT MANAGER	\$59.51	2.99	\$177.93
PROJECT ARCHITECT / SENIOR TECHNICIAN	\$42.85	2.99	\$128.12
TECHNICAL PRODUCTION / INTERN	\$31.17	2.99	\$93.20
OFFICE ADMINISTRATION	\$21.43	2.99	\$64.08

**Fee Schedule Summary:**

CONSULTANT	BASIC SCOPE	Phase 1 Fee	TOTAL % M/WBE
KMF Architects	Architecture/Planning/Management	\$ 98,723.20	0.0%
Tri3 Civil Engineering	Civil Engineer	\$ 49,624.00	11.7%
Raysor Transportation	Traffic Study	\$ 32,420.00	0.0%
BFA Environmental	Environmental Planning	\$ 102,095.18	24.1%
Blue Marlin Engineering	Geo Tech	\$ 68,648.98	16.2%
L&S Diversified Surveyors	Land Surveys	\$ 65,963.20	15.6%
SGM Engineering	MEP,FP,T Engineering	\$ -	-
Premier Structural Engineering	Structural Engineering	\$ -	-
Coyle & Caron	Landscape Architect	\$ -	-
Carlsson Estimators	Estimating	\$ -	-
<i>Subtotal Design Fee:</i>		\$ 417,474.56	
Reimbursables - KMF:		\$ 5,000.00	
Reimbursables - L&S:		\$ 700.00	
<b>Total Contract Value</b>		<b>\$ 423,174.56</b>	<b>67.7%</b>

HERNANDO COUNTY PUBLIC SAFETY FACILITY  
HERNANDO COUNTY, FLORIDA  
PHASE I – MASTER PLANNING  
PROFESSIONAL CIVIL ENGINEERING SERVICES  
AUGUST 16, 2023



TO: KMF ARCHITECTS  
839 N. Magnolia Drive  
Orlando, FL 32803  
Phone (407) 298-1988

Attn: Eric Kleinsteuber, Architect

I. SCOPE OF SERVICES

The Hernando County Public Safety Facility will be located on the West side of County Road 491, also known as Citrus Way, and approximately 700 linear feet South of Peach Bloom Road, within unincorporated Hernando County. The associated Parcel Key ID is 1,354,019. Refer to **Exhibit "B"**.

The property is Zoned "Industrial Mining" but will be rezoned to "Public Service Facility Overlay" (PSF Overlay) by Hernando County. The subject parcel appears to be approximately 60-acres in size as noted on **Exhibit "A"**.

It is our understanding that Hernando County is proposing to build a new Public Safety Facility that would include shared use by the Fire Rescue, Sheriff's Office and Emergency Operations Center (EOC). The County intends to develop the entire 60-acre parcel over a soon to be pre-determined timeline and as the budget permits. The County has asked that the design team assist by with preparing a Master Plan for the entire 60-acre parcel. Tri3 shall assist KFM Architects with this effort.

Our scope of work shall include the following:

- a. Conduct site visits with County Staff. The initial site visit shall include inspection of the existing conditions of CR 491 fronting the 60-ac parcel. A sub-sequent site visit shall be conducted following receipt of the boundary and topographic survey data.
- b. Data Research. Contact County Utilities Department to request existing GIS maps to determine where the nearest water and sanitary sewer utilities are located. Research to determine options for on-site domestic water and fire water supply. Research to determine options for on-site sanitary sewer treatment and disposal. Research to determine long-term goals to connect to public utilities offsite. Research to determine existing drainage patterns and flow of stormwater runoff.
- c. Programming and Meetings. Meet with the End-Users, County Staff, and Design Team to initiate approach, immediate needs, long-term needs, and goals.

- d. Conduct a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) to establish design criterion and concerns with water management.
- e. Conduct a pre-application meeting with Hernando County to establish design criterion, immediate concerns with access to CR 491, submittal requirements, and timeline for Staff review.
- f. Tri<sup>3</sup> shall perform preliminary drainage calculations to determine the approximate size of stormwater retention for the Master Planned site. This shall be done in conformance with criterion set forth by the SWFWMD and Hernando County.
- g. Prepare draft design narrative outlining Master Planning approach. The narrative would outline potential Grants that might be pursued.
- h. Assist KMF with the preparation of a Preliminary Master Plan. This shall include a meeting with County Staff and the End-Users to review the preliminary plan. The Preliminary Master Plan shall include location of buildings, training apparatus, parking, stormwater management facilities, location of underground or above-ground water tanks for domestic and fire water supply, location of proposed wastewater treatment. The Preliminary Master Plan would address required improvements to CR 491 to include additional travel lanes, proposed road cross-sections, address required signalization if determined by the Traffic Engineer. The Preliminary Master Plan would also address proposed long-term goals to provide public water and sanitary sewer services to the property by performing a potential route study.
- i. Tri<sup>3</sup> shall provide input and review the cost estimate provided by teams in-house estimator.
- j. Assist KMF with the preparation of a Final Master Plan Incorporating Staff and End-User comments, concerns, goals.
- k. Total lump sum fee includes all meetings required to complete these tasks.

**TOTAL LUMP SUM FEE: \$ 49,624.00**



**II. SCOPE OF WORK ASSUMPTIONS and EXCLUSIONS**

1. It is assumed that the property shall be rezoned by Hernando County and that this scope is not to be included in our scope of work.
2. Ground contamination studies shall be conducted by others.
3. Traffic studies and/or design of signalized intersections by others.
4. Scope includes Master Planning efforts only. Construction Plan preparation and permitting is not included at this time.
5. Permitting for Off-site roadway improvements not included at this time.

### III. ACCEPTANCE

This agreement is valid if signed and returned within 30 days after the date of this proposal. If you find that the fee and scope of services is acceptable please sign in the space provided below and return to the undersigned. Invoices shall be paid based on percentage of completion.

This shall be considered a legal contract and written authorization to proceed with the work outlined above for the total lump sum fee amount of **\$49,624.00**. The parties signing below certify that they have the authority to sign and bind their respective business entities to this agreement.

**TRI<sup>3</sup> CIVIL ENGINEERING DESIGN STUDIO, INC.**



By: \_\_\_\_\_  
Constance D. Silver, P.E., LEED AP

Title: \_\_\_\_\_  
President

Date: \_\_\_\_\_  
August 16, 2023

**KMF ARCHITECTS**

By: \_\_\_\_\_

Title: \_\_\_\_\_

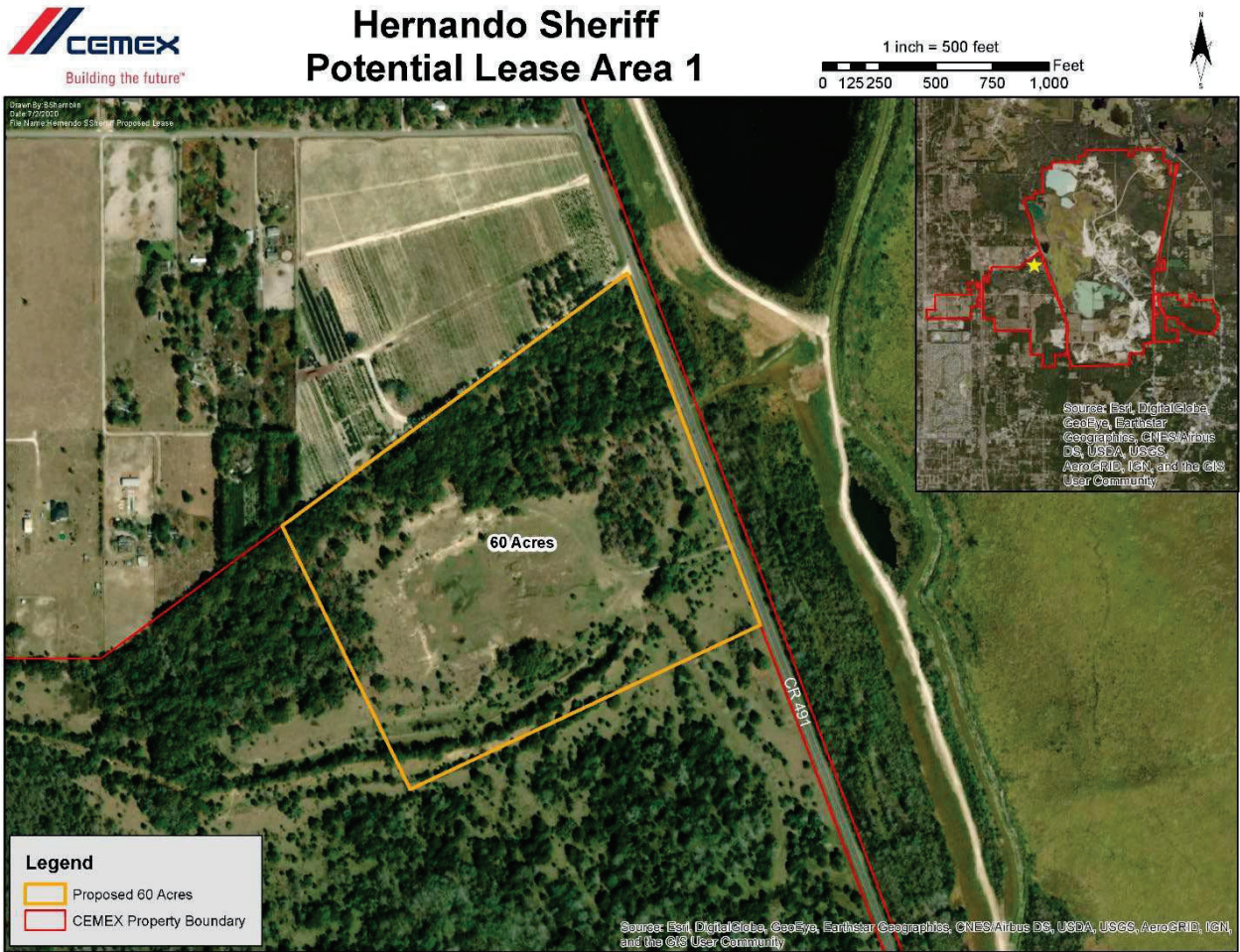
Date: \_\_\_\_\_

### IV. HOURLY RATE SCHEDULE

Principal Engineer	\$ 151.00
Senior Project Manager	\$ 125.00
Project Engineer	\$ 94.00
Senior Technician	\$ 67.00
Clerical/Draftsman	\$ 47.00

EXHIBIT "A"

Hernando County, Florida  
Public Safety Training Facility  
Program Plan



Map note-Potential revision of area to include more flat terrain at the southeast corner.

# EXHIBIT "B"

All rights reserved

## Date: 8/16/2023

Name of Firm: Tri<sup>3</sup> Civil Engineering Design Studio, Inc.

	\$	4624.00	9%	Fee Subtotal (Hours x Average Hourly Rate)	\$	49,624.00
A. Site Visit / Data Research	\$	4624.00	9%			
B. Programming / Meetings	\$	6296.00	13%	Additives:	\$	-
C. Draft Design Narrative	\$	5864.00	12%	(a) Out-of-Pocket Expenses (Printing)	\$	-
D. Design Team Meetings	\$	4416.00	9%	(b.) Permit Fees**		
E. Preliminary Master Plan & Calculations	\$	15792.00	32%	Subtotal	\$	49,624.00
F. Master Plan and Final Narrative	\$	12632.00	25%			
TOTAL LUMP SUM FEE	\$	49,624.00	100%			

Category	Percentage
Other	9%
Small Business	13%
Medium Business	12%
Large Business	9%
Government	32%
Non-Profit	25%
Total	100%

**Table A-3**

Sub-Consultant Fee Breakdown

**HERNANDO COUNTY - 23-R00030/PH****TRI3 CIVIL ENGINEERING DESIGN STUDIO, INC.**

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Principal Engineer	88	x	\$151.00	=	\$13,288.00
Project Manager	96	x	\$125.00	=	\$12,000.00
Project Engineer	122	x	\$94.00	=	\$11,468.00
Senior Cad Tech	164	x	\$67.00	=	\$10,988.00
Clerical	40	x	\$47.00	=	\$1,880.00

<b>TOTAL HOURS</b>	<b>510</b>
--------------------	------------

<b>TOTAL FEE</b>	<b>\$49,624.00</b>
------------------	--------------------

**PROJECT: Public Safety Training Facility****DATE: August 18, 2023**





**HERNANDO COUNTY  
PUBLIC SAFETY FACILITY PROJECT**

**TRI<sup>3</sup> CIVIL ENGINEERING DESIGN STUDIO, INC.  
Proposed Wage Rate Data**

<b>Position Category</b>	<b>Hourly Rate</b>	<b>Multiplier</b>	<b>Billable Rate</b>
Principal Engineer	\$ 58.00	2.61	\$ 151.00
Project Manager	\$ 48.00	2.61	\$125.00
Project Engineer	\$ 36.00	2.61	\$ 94.00
Senior Cad Tech	\$ 25.50	2.61	\$ 67.00
Clerical	\$ 18.00	2.61	\$ 47.00

In the most recent reporting period, as of August 18 of the year 20 23, Tri<sup>3</sup> Civil Engineering Design Studio, Inc. has the following multipliers, which are to be submitted to Hernando County to be used on this Contract (See attached Overhead Analysis Statement).

General Overhead Rate	<u>81</u> %
Fringe Benefit Rate	<u>56</u> %
Fringe + General Overhead Rate	<u>1.37</u> %
Salary + Fringe + General Overhead Rate	<u>237</u> %
Profit Margin (10%)	<u>23.7</u> %
Total Overhead Rate	<u>260.7</u> % (2.61 Multiplier)

This is to certify that the above salary information is accurate as of August 18, 2023.

Constance D. Silver, PE, LEED AP, President  
Name of Company Officer, Title

08/18/23  
Date

\_\_\_\_\_  
Signature



DIRECT LABOR

Direct Salaries

TOTAL DIRECT LABOR

100%

FRINGE BENEFITS

Insurance

Payroll Tax

TOTAL FRINGE BENEFITS

161%

GENERAL OVERHEAD (Only include allowable costs)

Rent

Utilities

Programs and Equipment

Office Supplies

TOTAL GENERAL OVERHEAD

81%

Formulas:

a. Total general overhead divided by total direct labor = 81

b. Total fringe benefits divided by total direct labor = 156

c. Profit (10%) = 23.7

d. Total Multiplier (add a + b + c) = 2.61

**CONTRACT FOR PROFESSIONAL SERVICES**

PROJECT: TRAFFIC ENGINEERING SERVICES FOR THE **PUBLIC SAFETY TRAINING FACILITY** | HERNANDO COUNTY, FLORIDA

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between **RAYSOR TRANSPORTATION CONSULTING, LLC**, hereinafter referred to as “ENGINEER”, and **KMF ARCHITECTS**, hereinafter referred to as “CLIENT”, is for the services described under this Agreement. This Agreement shall remain in effect until the referenced services are completed, unless sooner terminated or extended by mutual agreement in writing.

**(1) PROJECT DESCRIPTION**

This Agreement is for the performance of professional traffic engineering services in association with the development of Hernando County’s planned Public Safety Training Facility. Specifically, this Agreement provides for the preparation of a Traffic Access Analysis (TAA), a signal warrant evaluation for the site access connection to CR-491, and an evaluation of roadway characteristics for those roads providing access to the project site.

It is noted that on occasion jurisdictional authorities may require supplemental data and analyses through the course of their review, in which case those services would be provided either (a) as additional services under this Agreement, or (b) under a separate Agreement; subject to further CLIENT approval.

**(2) SCOPE OF SERVICES****TASK 1.0: METHODOLOGY STATEMENT**

ENGINEER shall prepare a traffic study methodology statement for performing the Traffic Access Analysis (TAA); as required by the Hernando County Facility Design Guidelines.

**TASK 2.0: TRAFFIC ACCESS ANALYSIS**

ENGINEER shall prepare a Hernando County Traffic Access Analysis (TAA) for the subject project in conformance with the methodology statement as generally identified below.

- Estimate of the project site trip generation, to be based on data & information to be provided by others, where the data & information shall sufficiently depict typical daily operating conditions for the project.
- Estimate the peak hour trip distribution and roadway assignment based on data & information to be provided by others, as discussed above.
- Adjust the traffic counts collected under TASK 3.0 to analysis-horizon conditions using historical growth rates.
- Conduct analyses for the study intersections and roadway segments for AM & PM peak hour conditions. For the purposes of this scope of services, the study area is assumed to consist of the following:
  - CR-491 from Fort Dade Avenue to US-98 [ROADWAY SEGMENT]
  - Fort Dade Avenue from SR-50 to Cobb Road [ROADWAY SEGMENT]
  - Cobb Road from Fort Dade Avenue to SR-50/Jefferson Street [ROADWAY SEGMENT]
  - Centralia Road from US-19 to CR-491 [ROADWAY SEGMENT]
  - CR-491 & Project Site Driveway(s) [INTERSECTION]



- CR-491 & US-98 [INTERSECTION]
  - CR-491 & Centralia Road [INTERSECTION]
  - CR-491 & Fort Dade Avenue [INTERSECTION]
  - SR-50 & Fort Dade Avenue [INTERSECTION]
  - Fort Dade Avenue & Cobb Road [INTERSECTION]
  - Cobb Road & SR-50/Jefferson Street [INTERSECTION]
  - Centralia Road & US-19 [INTERSECTION]
- Conduct turn lane warrant and length analyses for the Project Site Driveway connection(s) to CR-491.
  - Identify deficiencies and mitigation for the study intersections and roadway segments, as needed.
  - Prepare a report to document the data, analysis, and findings.

TASK 3.0: INTERSECTION TRAFFIC COUNTS

Intersection traffic counts will be performed at the (existing) study intersections for AM & PM peak hour periods; resulting in 14 traffic counts (7 locations x 2 periods).

TASK 4.0: ROADWAY SEGMENT TRAFFIC COUNTS

A 48-hour roadway segment count will be performed on CR-491 proximate to the project site location.

TASK 5.0: TRAFFIC SIGNAL WARRANT EVALUATION

ENGINEER shall perform a Traffic Signal Warrant Evaluation for the intersection of the primary Project Site Driveway connection to CR-491 in accordance with County specifications. This evaluation will be prepared in consideration of MUTCD warranting criteria based on projected traffic volumes, and will be documented in the traffic study report.

TASK 6.0: ROADWAY CHARACTERISTICS INVENTORY

ENGINEER shall review the study area roads for typical engineering characteristics, including lane width, shoulders, pavement condition, clear zone, and slopes. An inventory of roadway characteristics will be prepared and included in the traffic study report, including any recommended improvements.

TASK 7.0: ADDITIONAL SERVICES

ENGINEER shall perform additional services not included in the above Tasks, as requested & authorized by CLIENT.

### (3) SCHEDULE

Completion of the traffic study is anticipated within approximately four to six weeks from the latter of receiving (a) notice to proceed, or (b) all needed project information; noting that the foregoing schedule is an estimate only and subject to change.



**(4) FEES**

The compensation to be paid the ENGINEER for providing the services described herein shall be as follows:

TASK 1.0: METHODOLOGY STATEMENT .....	\$ 3,000 (lump sum)
TASK 2.0: TRAFFIC STUDY .....	\$ 10,000 (lump sum)
TASK 3.0: INTERSECTION TRAFFIC COUNTS (14 @ \$600 EACH) .....	\$ 8,400 (lump sum)
TASK 4.0: ROADWAY SEGMENT TRAFFIC COUNTS .....	\$ 2,000 (lump sum)
TASK 5.0: TRAFFIC SIGNAL WARRANT EVALUATION .....	\$ 6,000 (lump sum)
TASK 6.0: ROADWAY CHARACTERISTICS INVENTORY .....	\$ 3,020 (lump sum)
TASK 7.0: ADDITIONAL SERVICES .....	Time & Materials

TASK 7.0 services shall be provided on a time and materials basis pursuant to the attached "2023 Schedule of Hourly Rates", as requested and authorized by CLIENT. Invoices will be issued monthly based on services rendered, and are payable upon receipt. Any unpaid balance remaining 30 days after the issuance of a given invoice shall bear interest at the rate of 1.5% per month. Client agrees to and shall pay to the ENGINEER all costs and expenses of collection including but not limited to attorney's fees and court costs. Such costs shall be added to the account and bear interest at the rate set forth above.

IN WITNESS WHEREOF, this Agreement is accepted on the date first above written, subject to the terms and conditions above stated; whereby execution of this Agreement by both parties also constitutes the issuance of Notice to Proceed to ENGINEER by CLIENT.

**RAYSOR TRANSPORTATION CONSULTING, LLC**

19046 Bruce B. Downs Boulevard, #308  
Tampa, Florida 33647 [ENB No. 27789]

**FOR: KMF ARCHITECTS**

839 N. Magnolia Avenue  
Orlando, Florida 32803

SIGNED: 

TYPED NAME: Michael D. Raysor, P.E.

TITLE: President

DATE: August 18, 2023

SIGNED: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Table A-3**

Sub-Consultant Fee Breakdown

**HERNANDO COUNTY - 23-R00030/PH****RAYSOR TRANSPORTATION CONSULTING**

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
Chief Engineer	10	x	\$250.00	=	\$2,500.00
Principal Engineer		x	\$200.00	=	\$0.00
Senior Engineer	24	x	\$175.00	=	\$4,200.00
Engineer	80	x	\$150.00	=	\$12,000.00
Junior Engineer	80	x	\$120.00	=	\$9,600.00
Technician	40	x	\$90.00	=	\$3,600.00
Clerical	8	x	\$65.00	=	\$520.00

<b>TOTAL HOURS</b>	<b>242</b>
--------------------	------------

<b>TOTAL FEE</b>	<b>\$32,420.00</b>
------------------	--------------------

**PROJECT:**    **Public Safety Training Facility****DATE:**        August 18, 2023



## 2023 SCHEDULE OF HOURLY RATES

<u>RATE CATEGORY</u>	<u>HOURLY RATE</u>
(1) Chief Engineer .....	\$ 250.00
(2) Principal Engineer .....	\$ 200.00
(3) Senior Engineer .....	\$ 175.00
(4) Engineer .....	\$ 150.00
(5) Junior Engineer .....	\$ 120.00
(6) Technician .....	\$ 90.00
(7) Clerical .....	\$ 65.00

### REIMBURSABLE CHARGES

- (8) Extraordinary expenses will be charged at cost times 1.05.
- (9) Mileage will be charged at \$0.65 per mile.

### CONDITIONS:

- [1] Litigation services rates are twice (2x) the rates identified above, which are defined to include the following, without limitation: (a) court appearances, (b) mediation, (c) arbitration, (d) administrative hearings, (e) depositions, (f) preparation for the foregoing, and (g) any other services determined by our office to constitute litigation services; regardless of whether or not expert witness testimony is provided.
- [2] Court appearances, depositions, and administrative hearings will be charged for a minimum of four hours per day, regardless of actual appearance time.
- [3] "Local" travel time will be charged at the above hourly rates from our office (whether main or remote) to the given destination. "Non-local" travel time will be charged on a point-to-point basis.
- [4] The rates and fees described herein include all direct and indirect costs. Indirect costs include, but are not limited to, overhead, profit and excise and payroll taxes. The rates and fees also include normal operating expenses and overhead including, but not limited to photographs, photocopying costs, computer hardware/software expenses, research services and publication sources, office supplies and drawing materials, phone services, both local and long distance, office space and/or rent and letterhead and stationery. Extraordinary expenses are those expenses which are not common in the daily operation and/or preparation of the consulting services described herein, which include air travel, hotels and/or out-of-town restaurants and exhibits for court preparation, and are not included in the hourly fees listed above.

August 18, 2023

Mr. Eric Kleinsteuber  
KMF Architects  
839 N Magnolia Ave  
Orlando, FL 32803

**SUBJECT: Barnes, Ferland and Associates, Inc. (BFA) Proposal to KMF Architects (KMF) for  
Hernando County Public Safety Training Facility**

Dear Mr. Kleinsteuber:

Barnes, Ferland and Associates, Inc. (BFA) has prepared the following proposal for environmental planning services for the Hernando County Training Facility site. A Phase I Environmental Site Assessment, dated December 2022, was performed by ACM Engineering & Environmental Services, LLC, to identify potential Recognized Environmental Concerns (RECs) on the subject site. The Phase I did not identify any onsite RECs but the report findings indicate concerns about potential onsite soil and groundwater contamination associated with previous mining operations on the subject site and adjacent properties. The purpose of this work is to further investigate environmental concerns identified during the performance of the Phase I ESA, identify wetland areas and perform a listed species survey.

Based on the planned future land use as a fire training facility, this additional assessment is recommended to verify that onsite groundwater and soils are suitable (not contaminated) for planned uses and potable supply for the planned facility.

All groundwater and soil sampling will be performed by BFA staff in accordance with Florida Department of Environmental Protection Standard Operating Procedures (FDEP SOP). Laboratory analytical services will be provided by Eurofins, a NELAC certified laboratory. Field sampling kits will be provided by Eurofins and all samples will be transported to the Eurofins Orlando facility for analysis under chain-of-custody.

**Task 1 - Project Management and Administration**

BFA will provide project coordination and communication (phone calls, emails etc.) as necessary to facilitate the work effort in an efficient manner.

**Task 2 - Wetland Delineation and Assessment**

Potentially jurisdictional wetlands and surface waters will be field flagged based on the methodologies detailed in Chapter 62-340 F.A.C for the Florida Department of Environmental Protections (FDEP), State of Florida Water Management Districts, and the USACE Wetlands Delineation Manual.

A map with the approximate locations of the wetland flags will be provided to the Client or Client's surveyor. Professional survey services are not included in this scope.

### **Task 3 - Listed Species Survey**

The occurrence or potential use of the Site by species listed by the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (USFWS). The assessment will include a search available FWC and USFWS wildlife database records for known records of site occurrences and limited field reconnaissance.

A report of the listed species assessment findings will be provided to the client with a summary of applicable wildlife regulatory requirements and recommendations.

### **Task 4 - Groundwater Monitor Well Construction**

To evaluate any potential contamination in the surficial 'water table' and Upper Floridan aquifer systems, BFA will install a monitor well cluster consisting of one shallow surficial and one Upper Floridan aquifer monitor well one location. Shallow surficial aquifer monitor wells will be installed at two separate locations for water quality sampling and determination of groundwater flow direction at the site in the surficial aquifer system. The surficial aquifer system is anticipated to be thin at this site and the surficial aquifer and confining units may be absent. If the surficial aquifer system is absent, monitor wells will be installed into the first permeable zone, into the water table. Monitor wells will be installed in reasonably accessible portions of the site. Land clearing services are not included in this proposal.

Monitor well construction will be performed by Environmental Drilling Service, Inc., a licensed water well contractor and subcontractor to BFA. Three shallow surficial aquifer and one Upper Floridan aquifer groundwater monitor wells are anticipated to be installed during this investigation using sonic drilling method. The surficial aquifer monitor wells will be installed up to 50 feet below land surface and the Upper Floridan monitor well will be installed up to 100 feet bls. BFA will survey and sample the completed monitor wells under Task 7.

All monitor wells will be constructed using 2-inch diameter Schedule 40 PVC casing and 10 feet of 0.010-inch slotted PVC screen with 30/45 silica sandpack. A BFA hydrogeologist will be on site for all construction activities associated with the monitor well construction to ensure the monitor wells are completed properly and as designed. BFA will collect all appropriate hydrologic and lithological data during the drilling process and oversee the proper development and completion of the well. Continuous soil borings will be performed to total well depth and soils will be described in the field using the Unified Soil Classification System. BFA will screen unsaturated soils using an Organic Vapor Analyzer (OVA) with a flame ionization detector to assist with detection of the presence of petroleum products in the unsaturated zone. Soil samples will also be collected for laboratory analysis at each well location in the unsaturated zone if a net OVA response greater than 10 ppm is measured in the field. All monitor wells will be completed to land surface with 2-foot square concrete pads and 8-inch diameter flush-mount, bolt-down manhole covers.

### **Task 5 - Groundwater Sampling**

Environmental concerns associated with onsite and offsite mining activities include primarily petroleum products and metals. Three surficial aquifer monitor wells will be sampled for Used Oil parameters, as

listed in Table D of 62-780, FAC to identify contaminants of concern. The laboratory results from the surficial aquifer monitor wells will be compared to the residential Groundwater Cleanup Target Levels (GCTLs), as listed in 62-777, FAC.

Water quality samples will be collected for laboratory analyses from one Upper Floridan aquifer groundwater monitor wells and analyzed for primary and secondary drinking water standards, as listed in 62-550, FAC. The laboratory results will be compared to the Maximum Contaminant Levels, as listed in 62-550, FAC, to verify that the Upper Floridan aquifer at this site is suitable as a potable source for the planned facility.

#### **Task 6 - Soil Investigation**

BFA will collect soil samples from 0 to 2 feet below land surface at 10 locations throughout the site. Soil samples will be analyzed for Used Oil parameters, as listed in 62-780, FAC. Three of the soil samples are anticipated to be collected at monitor well locations. The soil sample locations will be recorded in the field using GPS. The laboratory analytical results will be compared to the Residential Soil Cleanup Target Levels, as listed in 62-777, FAC.

#### **Task 7 - Monitor Well Survey**

BFA will use a two-man survey crew to identify the location of the nearest benchmark and use it to establish coordinates and topographic elevations for four groundwater monitor wells installed under Task 4. All measurements on the monitor wells will be taken on the north top of casing and shown to 0.01 of a foot. All survey work will be in conformance to the applicable portions of the Standards of Practice contained the Chapter 5J-17 of the Florida Administrative Code.

#### **Task 8 – Phase II Summary Report**

BFA will prepare report summarizing findings, field methods, data collected, laboratory analytical results and reports, groundwater elevations and groundwater flow direction, lithologic logs, as-built well details, well completion reports and well survey information. The report will contain opinions and recommendations to address any contamination, if identified during the performance of this Phase II Environmental Site Assessment.

#### **Task 9 – Monitor Well Abandonment**

BFA and EDS will remobilize to the site after sampling and reporting tasks have been completed to abandon the groundwater monitor wells installed during this investigation. The monitor well pads will be demolished, the PVC riser will be cut below grade and the wells will be grouted in place using the tremie method using Portland Cement.

BFA estimates that the above outlined scope-of-work can be completed for \$102,095.18. A \$3,000 allowance was included for well construction services in this proposal, which is needed to cover any material overages that may be realized due to the karst nature of the site. The attached table shows a breakdown of the not-to-exceed budget. We can begin work upon your notice-to-proceed.

August 18, 2023

Please note that additional soil and groundwater delineation may be warranted if exceedances are identified during the performance of this Phase II Environmental Site Investigation. Additional delineation of any identified soil or groundwater contaminants is not included in this scope of work. Due to the size of the site (60 acres) and limited nature of this initial soil and groundwater investigation, BFA recommends a contingency budget of \$50,000 for additional environmental screening that may be warranted. Any additional work would be identified and guided by the results and findings of the initial sampling.

If you have any questions or require additional information, please do not hesitate to contact me at (407) 896-8608.

Sincerely,  
**Barnes, Ferland and Associates, Inc.**



Patrick A. Barnes, P.G.  
Founder/CEO

cc:

John Watson, P.H. / BFA  
Ben Stormont, P.G. / BFA  
Will Thomas, P.E. / BFA  
Genel J. Sturgeon, P.S.M. / BFA  
Michael Howe / BFA

Attachments

## Attachment 1 - BFA Fee Proposal for

Task Descriptions	Project Manager	Hydro III	Environmental Scientist V	Environmental Scientist III	Admin Support II	2-Person Survey Crew	Sr. Surveyor and Mapper	Survey Technician		TOTALS
								\$		
Task 1 - Project Management and Administration	8	8								16
Task 2 - Wetland Delineation and Assessment	\$ 1,284.80	\$ 887.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,172.48
	4		24		4					0
	\$ 642.40	\$ -	\$ 3,153.60	\$ 2,522.88	\$ 303.68	\$ -	\$ -	\$ -	\$ -	\$ 6,622.56
Task 3 - Listed Species Survey	4		40	40	4					88
	\$ 642.40	\$ -	\$ 5,256.00	\$ 4,204.80	\$ 303.68	\$ -	\$ -	\$ -	\$ -	\$ 10,406.88
Task 4 - Groundwater Monitor Well Construction	4	70		40						114
	\$ 642.40	\$ 7,767.20	\$ -	\$ 4,204.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,614.40
Task 5 - Groundwater sampling		24		24						48
	\$ -	\$ 2,663.04	\$ -	\$ 2,522.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,185.92
Task 6 - Soil Sampling	1	10		10						21
	\$ 160.60	\$ 1,109.60	\$ -	\$ 1,051.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,321.40
Task 7 - Monitor Well Survey						32	4	6		42
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,858.88	\$ 700.80	\$ 641.22	\$ 641.22	\$ 6,200.90
Task 8 - Summary Report	4	24	4							32
	\$ 5,139.20	\$ 21,304.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,443.52
Task 9 - Monitor Well Abandonment		10								10
	\$ -	\$ 1,109.60	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,109.60
BFA Total Hours	25	146	68	138	8	32	4	6	427	1,109.60
BFA Labor Costs	\$ 4,015.00	\$ 16,200.16	\$ 8,935.20	\$ 14,506.56	\$ 607.36	\$ 4,858.88	\$ 700.80	\$ 641.22	\$ 641.22	\$ 50,465.18
Direct Cost Allowance (OVA=\$300/day, sampling equipment=\$200/day x 4 days, peristaltic pump=\$50/day x 3 days, expendables=\$50/day x 4)										
Eurofins Laboratory Cost										
Monitor Well Construction and Abandonment - Subcontract Drilling Contractor (EDS)										
Well Construction Allowance										
\$ 9,407.00										
\$ 36,573.00										
\$ 3,000.00										
\$ 102,095.18										



**Re: BFA Fee Quotation Proposal**  
**Hernando County Public Safety Training Center – 23-R00030/PH**

As requested, the following is our information regarding overhead multiplier and personnel hourly rates for projects with Hernando County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	161%
Subtotal:	261%
Profit (12%):	0.31
<b>Overall Multiplier:</b>	<b><u>2.92</u></b>

Individual classifications for personnel hourly rates are as follows:

Classification	Raw Hourly Rate	Overall Multiplier	Billable Hourly Rate
Principal Hydrogeologist	\$75.00	2.92	\$219.00
Principal Engineer	\$70.00	2.92	\$204.40
Senior Engineer	\$68.64	2.92	\$200.43
Sr. Project Manager	\$66.00	2.92	\$192.72
Project Manager	\$55.00	2.92	\$160.60
Project Manager I	\$50.00	2.92	\$146.00
Project Engineer V	\$45.00	2.92	\$131.40
Project Engineer IV	\$41.00	2.92	\$119.72
Project Engineer III	\$38.00	2.92	\$110.96
Project Engineer II	\$36.00	2.92	\$105.12
Project Engineer I	\$32.00	2.92	\$93.44
Senior Designer	\$42.00	2.92	\$122.64
CAD V	\$38.00	2.92	\$110.96
CAD IV	\$35.00	2.92	\$102.20
CAD III	\$30.00	2.92	\$87.60
CAD II	\$25.00	2.92	\$73.00
CAD I	\$20.00	2.92	\$58.40
GIS Tech III	\$40.00	2.92	\$116.80



<b>Classification</b>	<b>Raw Hourly Rate</b>	<b>Overall Multiplier</b>	<b>Billable Hourly Rate</b>
GIS Tech II	\$35.00	2.92	\$102.20
GIS Tech I	\$30.00	2.92	\$87.60
Hydrogeologist V	\$55.00	2.92	\$160.60
Hydrogeologist IV	\$42.00	2.92	\$122.64
Hydrogeologist III	\$38.00	2.92	\$110.96
Hydrogeologist II	\$30.00	2.92	\$87.60
Hydrogeologist I	\$24.00	2.92	\$70.08
Environmental Scientist V	\$45.00	2.92	\$131.40
Environmental Scientist IV	\$40.00	2.92	\$116.80
Environmental Scientist III	\$36.00	2.92	\$105.12
Environmental Scientist II	\$30.00	2.92	\$87.60
Environmental Scientist I	\$22.00	2.92	\$64.24
Field Technician IV	\$30.00	2.92	\$87.60
Field Technician III	\$27.00	2.92	\$78.84
Field Technician II	\$24.00	2.92	\$70.08
Field Technician I	\$20.00	2.92	\$58.40
Sr. Surveyor and Mapper	\$60.00	2.92	\$175.20
Surveyor and Mapper	\$47.00	2.92	\$137.24
Survey Technician	\$36.60	2.92	\$106.87
2 Person Survey Crew	\$52.00	2.92	\$151.84
3 Person Survey Crew	\$74.00	2.92	\$216.08
Utility Coordinator	\$35.00	2.92	\$102.20
SUE 2 Person Crew	\$52.00	2.92	\$151.84
SUE 3 Person Crew	\$74.00	2.92	\$216.08
Administrative Support III	\$35.00	2.92	\$102.20
Administrative Support II	\$26.00	2.92	\$75.92
Administrative Support I	\$18.00	2.92	\$52.56

**Survey and Subsurface Utility Engineering Direct Costs Table**

<b>Description</b>	<b>Units</b>	<b>Minimum Billable Rate</b>
Utility Test Hole Excavation "Soft Dig" (Grass Dirt areas, etc....)	Each	\$650.00
Utility Test Hole Excavation "Hard Dig" (Concrete, Paved areas, etc....)	Each	\$850.00

<b>Barnes, Ferland and Associates (BFA)</b>			
<b>Other Direct Costs Table</b>			
<b>2023</b>			
<b>Description</b>	<b>Units</b>	<b>Unit Cost <sup>1</sup></b>	
<b>Reproduction</b>			
B&W Copy (8.5" x 11") (Per Side)	Each	\$	0.05
B&W Copy (8.5" x 14")	Each	\$	0.12
B&W Copy (11" x 17")	Each	\$	0.20
Blackline Copy (24"x 36" or 22"x 34")	Each	\$	2.00
Color Copy (8.5" x 11") (Per Side)	Each	\$	0.74
Color Copy (8.5" x 14") (Per Side)	Each	\$	0.74
Color Copy (11" x 17")	Each	\$	1.25
Color Copy (24"x 36" or 22"x 34")	Each	\$	12.00
Lamination (8.5" x 11")	Each	\$	1.75
<b>Materials</b>			
Binders	Each	\$	At Cost
Bond Plots (24"x 36" or 22"x 34")	Each	\$	0.72
<b>Communications</b>			
Facsimile (Long Distance)	Each		At Cost
Phone Calls (Long Distance)	Minute		At Cost
<b>Mail</b>			
Courier	Each	\$	At Cost
Express Delivery	Each		At Cost
US Mail	Each		At Cost
<b>Travel <sup>2</sup></b>			



Barnes, Ferland and Associates (BFA)			
Other Direct Costs Table			
2023			
Description	Units	Unit Cost <sup>1</sup>	
Lodging (\$98.00 maximum)	Day		At Cost
Mileage <sup>3</sup>	Mile		0.655
Per Diem (\$59.00 maximum)	Day		At Cost
Rental Car	Day		At Cost
Tolls	Each		At Cost
<b>Miscellaneous</b>			
Legal Notices	Each		At Cost
Permit Application Fees	Each		At Cost
Water Quality Analysis			At Cost
Field Supplies	Each		At Cost
Water Level analysis Equipment	Day		At Cost
Water Quality Analysis Equipment	Day		At Cost
Specialty Software	Each		At Cost
<b>Electronic Media</b>			
Compact Disc	Each		1.00
DVD	Each		1.50
<sup>1</sup> "At Cost" Items will be billed without markup.			
<sup>2</sup> Travel Costs in accordance with 2023 Per Diem Rates for Florida			
<sup>3</sup> Mileage cost in accordance with 2023 IRS Standard Mileage Rate.			

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 95.525(3), Florida Statutes.

Sincerely,



Willie E. Thomas, P.E.  
President

8/18/2023

Date





August 17, 2023

Eric Kleinsteuber, AIA  
KMF Architects  
839 N Magnolia Avenue  
Orlando, FL 32803

Re: Proposal for Preliminary Geotechnical Engineering Services  
Citrus Way Parcel - Key #1354019  
Citrus Way  
Brooksville, Florida 34601  
BME Proposal No. P23-106

Dear Mr. Kleinsteuber:

Blue Marlin Engineering, LLC (BME) is pleased to submit this proposal for the above referenced project. The purpose of this investigation will be to conduct a preliminary geotechnical engineering investigation. In this proposal we describe our understanding of the project, list a purpose for our work, suggest a specific scope of work, and present our compensation.

## **PROJECT INFORMATION**

The project site is located on Citrus Way in Brooksville, Florida. According to the Property Appraiser's website the parcel is 607 +/- acres. We understand that, at this time, 60 acres will be developed.

Development plans have not been finalized yet, but we understand a new Public Safety Training Facility will be constructed. This training facility is intended to fulfill the operational needs of the Public Safety Departments and Offices in Hernando County.

The proposed project will require the installation of infrastructure that is able to support and sustain the planned site improvements. These include, but are not limited to, well and water storage, electrical, technology and roads.

[www.BlueMarlinEngineering.com](http://www.BlueMarlinEngineering.com)

**Blue Marlin Engineering, LLC \* 102 Drennen Road, Suite B-10 \* Orlando, FL 32806**  
**Phone: 407-217-4464 \* Fax: (321) 710-2483**

## **PURPOSE**

The purpose of our services on this project will be to conduct a preliminary geotechnical engineering exploration. The geotechnical engineering report will document the subsurface conditions encountered at the boring locations, provide current and estimated seasonal high groundwater levels. We will summarize our activities in a report that will present our preliminary geotechnical engineering recommendations for site preparation, on site fill suitability, pavement and pond design. Once development plans are finalized, it would be necessary to complete additional borings in order to prepare a design level geotechnical engineering report for the project.

## **PROPOSED SCOPE OF SERVICES**

1. An Engineer from our office will coordinate with the Project Surveyor to stake boring locations at the site. BME will contact Sunshine One Call Service for advice about the presence of below ground utilities. BME will perform the borings in areas which are indicated to us to be free from underground utilities. BME cannot be held responsible for damage to underground utilities which are not identified to our staff.
2. Mobilize truck mounted drilling equipment. Field testing will consist of standard penetration test borings (SPT). All field testing locations will be grouted following completion. The following scope is proposed:
  - Perform 30 borings to depths extending 30 feet below site grades. Borings would be located on a grid to ensure maximum site coverage.
  - Perform 30 auger borings to depths of 7 to 10 feet. Borings would be located on a grid to ensure maximum site coverage.
  - Perform visual classification and coordinate a limited laboratory testing of the soil samples obtained from the borings. Laboratory testing will include soil index testing.
3. An Engineer from our office will classify and stratify the soil samples recovered. A software generated and plotted log of each boring will be prepared.
4. Prepare a Plan View drawing showing the test locations.
5. Prepare a subsurface profile indicating the soil conditions encountered with the results being presented in graphic format.



6. Based on the soil borings, we will estimate engineering parameters based on our experience and the geotechnical literature.
7. Depth to groundwater at the time of the exploration and estimated seasonal high groundwater levels. A discussion of groundwater levels and considerations for site grading.
8. Summarize our activities on this project in the form of an engineering report. The engineering report will include the procedures used, the data collected, and the recommendations described above.

### **ESTIMATED FEE & SCHEDULE**

Our estimated, not to exceed, fee to provide the described scope of services is \$42,866.00.

Based on our present schedule, we are prepared to mobilize to begin the field operations on this project within about 20 days of your authorization to proceed. We anticipate the field portion for this study to be completed in approximately 15 to 20 days. Engineering analysis, laboratory work, and report preparation should be completed within approximately 3 weeks after the completion of the field work. However, to facilitate project schedule, we can provide preliminary information once field work is completed.

### **LIMITATIONS**

This proposal is subject to the following limitations: 1) Provided with a Site Survey drawing. 2) the site will be accessible to the drilling equipment. If other types of drilling equipment become necessary due to site conditions, appropriate adjustments to the actual fees will be necessary, 3) undisturbed samples and consolidation tests are not included, unless stated above, 4) we assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call, 5) exploration and/or evaluation of environmental conditions at the site is not included, 6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, and 7) this fee proposal will remain in effect for 90 days. If you require more than 90 days to authorize us to proceed, we request that we be allowed to review our proposal to adjust our cost estimate, if necessary.



## **CLOSURE**

We look forward to the opportunity to work on this project. If you have questions about information contained in this Proposal, please contact me.

Sincerely,

BLUE MARLIN ENGINEERING



Osciel F. Plaza, P.E.  
President

Attachments: Fee Estimate  
Professional Services Agreement

Distribution: Copy to Addressee Via Email  
Copy to BME File





**Scope of Services/Fee Estimate**  
**Preliminary Geotechnical Engineering Evaluation**  
**Citrus Way Parcel Key #1354019**  
**BME Proposal No. 23-106**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
<b>I. FIELD EXPLORATION</b>				
A. Crew and Equipment Mobilization (Truck Rig)	1	\$ 700.00	each	\$ 700.00
B. Perform Standard Penetration Test (SPT) Borings				
-- 0 to 50 feet (30@30')	900	\$ 16.75	per l.f.	\$ 15,075.00
-- 50 to 100 feet (1@25')	0	\$ 18.75	per l.f.	\$ -
C. Auger Borings (30 feet, @7 feet')	210	\$ 12.00	per l.f.	\$ 2,520.00
D. Install temporary wells (0 at 15')	60	\$ 100.00	per well	\$ 6,000.00
E. Jars-Case	10	\$ 18.00	per case	\$ 180.00
F. Grouting Holes (50# bag)	60	\$ 3.00	per bag	\$ 180.00
G. Water Truck Mob	9	\$ 250.00	per day	\$ 2,250.00
H. -- /Senior Engineering Field Tech/Inspector	60	\$ 104.65	per hour	\$ 6,279.00
Subtotal				\$ 33,184.00
<b>II. LABORATORY TESTING</b>				
A. Wash Sieve No. 200	60	\$ 35.00	per test	\$ 2,100.00
B. Atterberg Limits	15	\$ 80.00	per test	\$ 1,200.00
C. Organic Content	5	\$ 45.00	per test	\$ 225.00
D. Natural Moisture Content	15	\$ 12.00	per test	\$ 180.00
Subtotal				\$ 3,705.00
<b>III. ENGINEERING AND TECHNICAL SERVICES</b>				
A. Senior Professional Engineer	6	\$167.74	per hour	\$ 1,006.44
B. Project Engineer	14	\$164.45	per hour	\$ 2,302.30
C. Senior Field Technician (CADD Services)	10	\$ 74.75	per hour	\$ 747.50
D. Administrative Assistant	10	\$ 59.20	per hour	\$ 592.00
Subtotal				\$ 4,648.24
<b>IV. ENGINEERING AND TECHNICAL SERVICES - POST REPORT MEETINGS</b>				
A. Senior Professional Engineer	4	\$167.74	per hour	\$ 670.96
B. Project Engineer	4	\$164.45	per hour	\$ 657.80
C. Senior Field Technician (CADD Services)	0	\$ 74.75	per hour	\$ -
D. Administrative Assistant	0	\$ 59.20	per hour	\$ -
Subtotal				\$ 1,328.76
<b>TOTAL</b>				<b>\$ 42,866.00</b>



August 17, 2023

Eric Kleinsteuber, AIA  
KMF Architects  
839 N Magnolia Avenue  
Orlando, FL 32803

Re: Proposal for Sinkhole Investigation Services  
Citrus Way Parcel - Key #1354019  
Citrus Way  
Brooksville, Florida 34601  
BME Proposal No. P23-106SH

Dear Mr. Kleinsteuber:

Blue Marlin Engineering, LLC (BME) is pleased to submit this proposal for the above referenced project. The purpose of this investigation will be to conduct a preliminary geotechnical engineering investigation. In this proposal we describe our understanding of the project, list a purpose for our work, suggest a specific scope of work, and present our compensation.

## **PROJECT INFORMATION**

The project site is located on Citrus Way in Brooksville, Florida. According to the Property Appraiser's website the parcel is 607 +/- acres. We understand that, at this time, 60 acres will be developed.

Development plans have not been finalized yet, but we understand a new Public Safety Training Facility will be constructed. This training facility is intended to fulfill the operational needs of the Public Safety Departments and Offices in Hernando County.

The proposed project will require the installation of infrastructure that is able to support and sustain the planned site improvements. These include, but are not limited to, well and water storage, electrical, technology and roads.

As part of the due diligence process, a Phase I Environmental Site Assessment Report was completed by ACM Engineering & Environmental Services (report date December 2, 2022).

[www.BlueMarlinEngineering.com](http://www.BlueMarlinEngineering.com)

**Blue Marlin Engineering, LLC \* 102 Drennen Road, Suite B-10 \* Orlando, FL 32806**  
**Phone: 407-217-4464 \* Fax: (321) 710-2483**

Among their site observations they notes a sinkhole was present in the north central portion of the site. They further recommended that this sinkhole should be investigated and evaluated.

## **PURPOSE**

The purpose of our services on this project will be to conduct a geotechnical engineering exploration to investigate the possible onsite sinkhole.

## **PROPOSED SCOPE OF SERVICES**

1. An Engineer from our office will coordinate with the Project Surveyor to stake boring locations at the site. BME will contact Sunshine One Call Service for advice about the presence of below ground utilities. BME will perform the borings in areas which are indicated to us to be free from underground utilities. BME cannot be held responsible for damage to underground utilities which are not identified to our staff.
2. Mobilize truck mounted drilling equipment. Field testing will consist of standard penetration test borings (SPT). All field testing locations will be grouted following completion. The following scope is proposed:
  - Perform limited GPR services around the subsidence features.
  - Perform 4 borings to depths extending 110 feet below site grades. Borings would be located on a grid to ensure maximum site coverage.
  - Perform 30 auger borings to depths of 7 to 10 feet. Borings would be located on a grid to ensure maximum site coverage.
  - Perform visual classification and coordinate a limited laboratory testing of the soil samples obtained from the borings. Laboratory testing will include soil index testing.
3. Results of the GPR survey will be included as an appendix to our report.
4. An Engineer from our office will classify and stratify the soil samples recovered. A software generated and plotted log of each boring will be prepared.
5. Prepare a Plan View drawing showing the test locations.
6. Prepare a subsurface profile indicating the soil conditions encountered with the results being presented in graphic format.



7. Based on the soil borings, we will estimate engineering parameters based on our experience and geotechnical literature.
8. Summarize our activities on this project in the form of an engineering report. The engineering report will include the procedures used, the data collected, and the recommendations described above.

## **ESTIMATED FEE & SCHEDULE**

Our estimated, not to exceed, fee to provide the described scope of services is \$25,782.98

Based on our present schedule, we are prepared to mobilize to begin the field operations on this project within about 20 days of your authorization to proceed. We anticipate the field portion for this study to be completed in approximately 4 to 5 days. Engineering analysis, laboratory work, and report preparation should be completed within approximately 3 weeks after the completion of the field work. However, to facilitate project schedule, we can provide preliminary information once field work is completed.

## **LIMITATIONS**

This proposal is subject to the following limitations: 1) Provided with a Site Survey drawing. 2) the site will be accessible to the drilling equipment. If other types of drilling equipment become necessary due to site conditions, appropriate adjustments to the actual fees will be necessary, 3) undisturbed samples and consolidation tests are not included, unless stated above, 4) we assume no responsibility for damage to underground utilities and/or structures that are not located by the owner or Sunshine State One-Call, 5) exploration and/or evaluation of environmental conditions at the site is not included, 6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, and 7) this fee proposal will remain in effect for 90 days. If you require more than 90 days to authorize us to proceed, we request that we be allowed to review our proposal to adjust our cost estimate, if necessary.



## **CLOSURE**

We look forward to the opportunity to work on this project. If you have questions about information contained in this Proposal, please contact me.

Sincerely,

BLUE MARLIN ENGINEERING



Osciel F. Plaza, P.E.  
President

Attachments: Fee Estimate  
Professional Services Agreement

Distribution: Copy to Addressee Via Email  
Copy to BME File



**Scope of Services/Fee Estimate  
Sinkhole Engineering Evaluation  
Citrus Way Parcel Key #1354019  
BME Proposal No. 23-106**

DESCRIPTION OF WORK	QTY.	RATE	UNIT	AMOUNT
<b>I. FIELD EXPLORATION</b>				
A. Crew and Equipment Mobilization (Truck Rig)	1	\$ 700.00	each	\$ 700.00
B. Perform Standard Penetration Test (SPT) Borings				
-- 0 to 50 feet (4@50')	200	\$ 16.75	per l.f.	\$ 3,350.00
-- 50 to 100 feet (4@60')	240	\$ 18.75	per l.f.	\$ 4,500.00
E. Jars-Case	5	\$ 18.00	per case	\$ 90.00
F. Grouting Holes	440	\$ 6.50	per l.f.	\$ 2,860.00
G. Water Truck Mob	5	\$ 250.00	per day	\$ 1,250.00
H. Ground Penetrating Radar - Sinkhole Detection	2	\$ 1,500.00	per day	\$ 3,000.00
I. -- /Senior Engineering Field Tech/Inspector	40	\$ 104.65	per hour	\$ 4,186.00
Subtotal				\$ 19,936.00
<b>II. LABORATORY TESTING</b>				
A. Wash Sieve No. 200	10	\$ 35.00	per test	\$ 350.00
B. Atterberg Limits	4	\$ 80.00	per test	\$ 320.00
C. Organic Content	4	\$ 45.00	per test	\$ 180.00
D. Natural Moisture Content	10	\$ 12.00	per test	\$ 120.00
Subtotal				\$ 970.00
<b>III. ENGINEERING AND TECHNICAL SERVICES</b>				
A. Senior Professional Engineer	4	\$167.74	per hour	\$ 670.96
B. Project Engineer	12	\$164.45	per hour	\$ 1,973.40
C. Senior Field Technician (CADD Services)	8	\$ 74.75	per hour	\$ 598.00
D. Administrative Assistant	8	\$ 59.20	per hour	\$ 473.60
Subtotal				\$ 3,715.96
<b>IV. ENGINEERING AND TECHNICAL SERVICES - POST REPORT MEETINGS</b>				
A. Senior Professional Engineer	3	\$167.74	per hour	\$ 503.22
B. Project Engineer	4	\$164.45	per hour	\$ 657.80
C. Senior Field Technician (CADD Services)	0	\$ 74.75	per hour	\$ -
D. Administrative Assistant	0	\$ 59.20	per hour	\$ -
Subtotal				\$ 1,161.02
<b>TOTAL</b>				<b>\$ 25,782.98</b>



## **Blue Marlin Engineering, LLC**

102 Drennen Road, Suite B-10  
Orlando, FL 32806  
Telephone 407.217.4464, Fax 321.710.2483

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Hernando County. These rates will be used throughout the duration of the contract.

Base Rate:	100%
Overhead & Fringe Benefits:	173.00%
Subtotal:	273.00%
Profit (12%):	0.328

Overall Multiplier:	3.058	Maximum allowed:	\$ 2.99
---------------------	-------	------------------	---------

Individual classification for personnel hourly rates are as follows:

Classification	Hourly Rate	Multiplier	Billable Rate
Senior Engineer	<u>\$56.10</u>	<u>2.99</u>	<u>\$ 167.74</u>
Project Engineer	<u>\$55.00</u>	<u>2.99</u>	<u>\$ 164.45</u>
Senior Inspector	<u>\$35.00</u>	<u>2.99</u>	<u>\$ 104.65</u>
Field Technician	<u>\$25.00</u>	<u>2.99</u>	<u>\$ 74.75</u>
CADD Technician	<u>\$25.00</u>	<u>2.99</u>	<u>\$ 74.75</u>
Administrative Assistant	<u>\$19.80</u>	<u>2.99</u>	<u>\$ 59.20</u>

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true.  
False statements may result in criminal prosecution for a felony of the third degree as provided for  
in Section 92.523(3), Florida Statutes.

Signature





Surveying and Mapping | Subsurface Utility Engineering | LiDAR

**Eric Kleinsteuber, AIA**  
**KMF Architects**

Dear Eric,

## SCOPE OF SERVICES

[www.LSsurveyor.com](http://www.LSsurveyor.com)



**FASTER  
BETTER  
STRONGER**

### **Establish Survey Control**

L & S Diversified shall establish horizontal and vertical control monuments to facilitate site engineering. The monuments shall be established so that there is clear line of site between them. Horizontal coordinates shall be referenced to Florida State Plane, North American Datum of 1983 (NAD83). Elevations shall be referenced to North American Vertical Datum of 1988 (NAVD88).

### **Boundary Survey**

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a boundary survey.

**Boundary Survey Tasks:** The position and description of all recovered monument; metes and bounds legal description; all adjacent right-of-ways and access with recording information; lines of possession and improvements along the boundaries; buildings; easements and servitudes; water features; calculated area of subject property; setting corner monumentation and appropriate section work.

The Boundary Survey will be prepared in accordance with the State of Florida Standards of Practice, as set forth by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Code and per Section 472.027, Florida Statutes

A title opinion (to be provided by Client) will be required for these tasks.

The subject property includes the following parcel numbers:

**Northeastern 60 acre portion of Hernando County Parcel R12 422 18 0000 0020 0012, as provided by Client.**

### **Topographic, Tree & Wetland Survey**

L & S Diversified will provide all labor, equipment and resources necessary to research, locate and/or establish the required site control and perform a topographic survey.

**Topographic Survey:** RTK/GPS or conventional data acquisition at a **50-foot grid** within the project limits, **plus 50 feet outside project limits**; location and elevation of existing improvements and visible above ground utilities; detail limits of existing sink hole; **plotting of Flood Zone lines based on current FEMA FIRM**; and setting at least **8** site bench marks to facilitate engineering for the project site.

**Tree Survey:** the location and description of **all specimen trees 18-inch DBH** as required by client or municipality. Approximately 35 acres wooded estimated from aerial photographs.

**Wetland Delineation Survey:** the location of wetland flags as established by an environmental engineer.

L & S Diversified, LLC

Principal  
Sherry Lee Manor, PSM

489 SR 436, Suite 117  
Casselberry, FL 32707  
o 407.681.3836

www.LSsurveyor.com



**FASTER**

**BETTER**

**STRONGER**

**Geotechnical Borings:** the location and elevations of **up to 30** geotechnical borings performed by others.

The topographic survey will be displayed at **one foot contours** and will be based on the North American Vertical Datum (NAVD) of 1988.

The Topographic Survey will be prepared in accordance with the State of Florida Standards of Practice Chapter 5J-17, Florida Administrative Code, as set forth by the Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

Data acquisition will conform to the horizontal and vertical precision standards as outlined in the Federal Geographic Data Committee, Geospatial Positioning Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002).

#### **Deliverables**

Survey in pdf and dwg format, **10 sets of signed and sealed hardcopies as required by Client.**

*The below or attached table summarizes the costs associated with this proposal. Please review this information and let us know if you have any questions.*

Description	Fee
Survey Control	\$3,796.56
Boundary Survey	\$10,385.70
Topographic Survey	\$17,947.10
Tree Survey	\$30,166.60
Geotechnical Borings	\$3,667.24
Plotting 10 hard copies of Final Survey (Estimated at 20 sheets per set)	\$700.00
<b>Lump Sum Fee</b>	<b>\$66,663.20</b>

#### **Schedule**

L & S Diversified will begin the Survey on the subject property within 10 working days after receipt of your executed Notice to Proceed (NTP). This does not apply if extensive title work is involved, extensive certification requirements are needed, or if an ALTA/ACSM Survey is required. Proposed fee and schedule shown hereon is valid for up to 45 days from the date of receipt. We prefer at least 48 hours of notice for scheduling of a field crew.

Description – Schedule can be expedited as needed to accommodate team deadline by assigning additional manpower.	Duration
Field Data Collection	<b>10 Weeks</b>
Office Drafting	<b>4 Weeks</b>
QA/QC	<b>1 Week</b>
<b>Estimated Delivery of Survey from Notice to Proceed</b>	<b>15 Weeks</b>

L & S Diversified, LLC

Principal  
Sherry Lee Manor, PSM

489 SR 436, Suite 117  
Casselberry, FL 32707  
o 407.681.3836

www.LSsurveyor.com



**FASTER**  
**BETTER**  
**STRONGER**

### **Additional Services**

If the client desires to change or expand upon these proposed services, an additional fee shall be negotiated. This renegotiation shall be accomplished prior to commencing the additional work, and may be necessary for any of the following services which are not a part of this contract:

Locating and/or flagging Flood Zone Line or Normal High Water Line (NHWL), tidal records, or locating 'O' or specific elevations, Research and ordering additional Maps, Records or Materials necessary for completing these specified tasks; client-imposed requirements not covered herein; Additional Certifications or Affidavits not specified herein; Elevation Certifications; Wetland Delineation or Location; sub-surface Excavation or Underground Utility Location; Extensive Title Review and Plotting of Easements; Offsite Surveys or Sketches; Vertical Topographic information unless outlined in this proposal; Requests by Third Parties (Buyer's Attorney, Seller's Attorney, Lender or Lender's Counsel, Real Estate Agents, Title Company Personnel, etc.) for additions, deletions or revisions to be made to the survey drawings or maps before or after initial submittal to client; Additional Meetings and Errands not covered herein which are necessary to complete these specified tasks; Client-Authorized on-site instruction given to field crew for extra field work not covered herein; Client-approved overtime; Additional ALTA Table A Items.

Reimbursables such as overnight mailings, sending electronic files, copying charges, blueprinting costs, plotting of extra drawings not covered herein, delivery, shipping, or rush charges, etc. will be billed as an Extra cost on a Time, Materials and Expense basis.

It may be necessary for the Project Manager to call the client to receive verification and authorization for Extra Costs stated above in the preceding paragraph, and may further require the client to sign an Additional Work Authorization Form for any out-of-scope requests.

All public entity or jurisdictional agency fees are to be paid directly by the client prior to obtaining approvals or permits. These fees include, but are not limited to, platting, impact, re-zoning, permitting, review and application fees. L & S Diversified has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permits and entitlements related to this site/project.

L & S Diversified, LLC

Principal  
Sherry Lee Manor, PSM

489 SR 436, Suite 117  
Casselberry, FL 32707  
o 407.681.3836

[www.LSsurveyor.com](http://www.LSsurveyor.com)



**FASTER**  
**BETTER**  
**STRONGER**

Thank you for this opportunity and we look forward to working with you on this exciting new project. Should you have any questions, please do not hesitate to call.

Sincerely,  
**L & S Diversified, LLC**

Sherry Lee Manor  
President

The undersigned agrees to the above terms and costs associated with project completion.

Accepted By:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

L & S Diversified, LLC

Principal  
Sherry Lee Manor, PSM

489 SR 436, Suite 117  
Casselberry, FL 32707  
o 407.681.3836

[www.LSsurveyor.com](http://www.LSsurveyor.com)

**Table A-3**

Sub-Consultant Fee Breakdown

**HERNANDO COUNTY - 23-R00030/PH****L&S DIVERSIFIED**

POSITION CATEGORY	HOURS REQUIRED		BILLABLE RATE		SUB-TOTAL
1-2 Person Survey Crew	388	x	\$132.93	=	\$51,576.84
3 Person Survey Crew		x	\$171.97	=	\$0.00
1-2 Person SUE Crew		x	\$114.68	=	\$0.00
3 Person SUE Crew		x	\$192.76	=	\$0.00
Mapping Technician	156	x	\$64.66	=	\$10,086.96
Project Coordinator (Survey/SUE)		x	\$64.66	=	\$0.00
Project Manager (Survey/SUE)	5	x	\$205.30	=	\$1,026.50
PSM	23	x	\$142.30	=	\$3,272.90

<b>TOTAL HOURS</b>	<b>572</b>
--------------------	------------

<b>TOTAL FEE</b>	<b>\$65,963.20</b>
------------------	--------------------

**PROJECT: Public Safety Training Facility****DATE:** August 18, 2023



# L & S Diversified

Surveying and Mapping | Subsurface Utility Engineering | LiDAR

**FASTER**  
**BETTER**  
**STRONGER**

## SCHEDULE OF PROPOSED BILLING RATES

Hernando County  
Public Safety Training Facility

Date: 08/17/2023

As requested, the following is our information regarding overhead multipliers and personnel hourly rates for projects with Hernando County. These rates will be used throughout the duration of the Contract:

Base Rate	1.00
Overhead & Fringe Benefits	1.18
Subtotal	2.18
Profit (12%)	0.26
<b>Overall Multiplier</b>	<b>2.44</b>
<b>Multiplier Cannot Exceed</b>	<b>2.99</b>

Classification	Basic Hourly Rate	Overall Multiplier	Billing Rate
1-2 Person Survey Crew	\$54.48	2.44	\$132.93
3 Person Survey Crew	\$70.48	2.44	\$171.97
1-2 Person SUE Crew	\$47.00	2.44	\$114.68
3 Person SUE Crew	\$79.00	2.44	\$192.76
Mapping Technician	\$26.50	2.44	\$64.66
Project Coordinator (Survey/SUE)	\$26.50	2.44	\$64.66
Project Manager (Survey/SUE)	\$84.14	2.44	\$205.30
PSM	\$58.32	2.44	\$142.30

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Sherry L. Manor, President

(Printed name and title)

(Signature)

8/17/2023

(Date)

L & S Diversified, LLC

489 SR 436, Suite 117  
Casselberry, FL 32707  
o 407.681.3836

www.LSsurveyor.com