

CONTRACT

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
PROFESSIONAL SERVICES AGREEMENT
NO. 24-PS0157/AP**

THIS Agreement made and entered into this _____ day of _____, 20____, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida 34601, a political subdivision of the State of Florida, hereinafter called the County and Wannemacher Jensen Architects, Inc., 132 Mirror Lake Dr N, Unit 301, Suite 301, Saint Petersburg, FL 33701 duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

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

Fire Station Design and Monitoring

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 sixty (60) months or through construction completion, whichever is greater.

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

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

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

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for

the project will be made until a time extension is granted or all work has been completed and accepted by the County.

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

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

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

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

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

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

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061, 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 to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

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

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

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

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

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

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

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

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

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

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

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

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in 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.

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.

- 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

_____ Date: _____
Elizabeth Narverud, Chair

Witness *Kyle Garner*
Kyle Garner

(FIRM/COMPANY NAME) *Wannemacher Jensen Architects*
By *Jason Jansen*
Printed Name and Title of Professional
Jason Jansen, President

January 26, 2024

Ref: Architectural and Engineering Design Services for the Hernando County Fire Station 16
Design - Prototype Implementation

Location:

Parcel ID: R12 222 17 3720 00BO 0010, corner of Commercial Way and Atlanta Avenue.

Project information, Program and Physical Characteristics:

Hernando County aims to implement a +/-11,241 SF prototype 4-bay, 12-dorm fire station design for the proposed Hernando County Fire Station 16 located at the address described above. This prototype design was implemented previously for Hernando County Fire Station #5 and will be used as the basis for the design and construction for the proposed fire station.

Scope of Basic Services

The Basic Services below consist of the usual and customary Construction Documents, Assistance with Permitting/Bidding, and Construction Administration for architectural, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Final Construction Documents

Based upon the Client's approved Prototype Design, the ARCHITECT will prepare a set of Construction Documents. The Construction Documents will consist of detailed Drawings and Specifications that describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The ARCHITECT will:

- A. Review project site plan, geotechnical report, and other information provided by the County to verify the project can be constructed as proposed.
- B. Coordinate and attend meetings via web conference if required.
- C. Update the prototype drawings to include the title block and project specific text information.
- D. Implement minor owner requested changes based upon previous design of Fire Station 16.
- E. Update kitchen finishes and equipment
- F. Prepare technical specifications.

Task 2: Assistance with Permitting/Bidding

The ARCHITECT will assist the Client/Contractor with permitting and obtaining bids from subcontractors.

The ARCHITECT will:

- A. Provide Signed and Sealed document sets for the building permit.
- B. Respond to Permit Review comments.
- C. Assist the Client/Contractor with preparation and distribution of bid documents.
- D. Respond to questions and provide clarifications and interpretations of the Construction Documents to Client/Contractor and prospective subcontractors.

All permitting fees shall be paid directly by the County.

Task 3: Construction Administration

The ARCHITECT will provide construction oversight to ensure the project is built according to the Construction Documents. The Architect will assist the Contractor when conflicts or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The ARCHITECT will:

- A. Review Contractor's pay applications.
- B. Attend meetings at the project site once per month.
 - a. One (1) meeting per month for a total of 15 months is anticipated.
- C. Review of and respond to the contractor's submittals and shop drawings.
- D. Provide telephone and email correspondence as necessary.
- E. Respond to the contractor's questions and need for clarifications.
- F. Attend the Substantial Completion walk-through.
- G. Attend the Final Completion Walk-Through.
- H. Review and respond to the Contractor's prepared as-built drawings.

A construction duration not exceeding fifteen (15) months is anticipated based on the project information. Up to fifteen (15) site visits/meetings at the Project site are included as well as fifteen (15) virtual meetings.

Scope of Supplemental Services

Task 4: Civil Engineering, Landscape Design and Irrigation

The CONSULTANT shall provide Civil Engineering, Landscape and Irrigation for the proposed Hernando County Fire Station 16 project.

A. PRELIMINARY DESIGN:

1. Meetings with Architect:
Attend two meetings to review the preliminary design site civil documents.
2. Meetings with County:
Attend two meetings to obtain site design input on issues related to the project.

B. PRELIMINARY SITE PLAN:

Upon receipt of an approved concept site plan from the architect, we will prepare a preliminary site plan containing the following:

1. name of project, name of project's engineer and/or architect, name of owner
2. north arrow and scale
3. exterior boundaries for the property as derived from a boundary survey
4. street names, building designations, water courses, easements, and section lines derived from a boundary survey
5. location of all proposed buildings, structures, access drives, traffic flow areas, and refuse collection areas
6. site summary showing project site area, percentage of building coverage, percentage impervious, parking required and parking provided

C. PRELIMINARY STORMWATER MANAGEMENT PLAN

We will meet with the SWFWMD to discuss the stormwater management requirements expected for the site. Preliminary pond location (s) and size(s) will be determined.

D. PRELIMINARY GRADING AND PAVING PLAN

We will prepare a preliminary on-site grading and paving plan containing the following:

1. surface flow arrows showing general direction of surface run-off
2. location of inlets, storm drainage pipes, and discharge point
3. type of pavement

E. PRELIMINARY WASTEWATER COLLECTION PLAN

We will prepare a preliminary on-site wastewater collection plan showing:

1. Building service connections
2. Proposed connection point to the existing wastewater system in the area
3. Lift Station location

F. PRELIMINARY WATER DISTRIBUTION PLAN

We will prepare a preliminary water distribution plan showing building water service connection

locations.

G. FINAL DESIGN

Meetings with Architect and County:

Attend meetings to review the final design site civil documents, and discuss regulatory comments received during the approval process as they relate to site design.

H. FINAL SITE PLAN

Upon approval of the preliminary site plan, we will prepare a final site plan containing the following:

1. name of project, name of project's engineer and/or architect, name of owner
2. date, north arrow and scale
3. exterior boundaries for the property as derived from a boundary survey
4. street names, building designations, water courses, easements, and section lines derived from a boundary survey
5. location of all proposed buildings, access drives, traffic flow areas, and refuse collection areas
6. site summary showing project site area, percentage of building coverage, percentage impervious, parking required and parking provided
7. site related details & site dimensions

I. FINAL STORMWATER MANAGEMENT PLAN

We will prepare an on-site stormwater management plan containing the following:

1. location of proposed on-site stormwater management facilities
2. stormwater calculations and design storm evaluation
3. existing hydrological site conditions, including groundwater levels using U.S. Soils Conservation Service (SCS) methodology or other appropriate means
4. stormwater system components including (1) the channel, direction, flow rate, and volume of surface water that will be conveyed from the site, with a comparison to the pre-development condition, (2) retention and/or detention areas, (3) erosion control plan, and (4) discharge structures

J. FINAL GRADING AND PAVING PLAN

We will prepare an on-site grading and paving plan containing the following:

1. surface flow arrows showing general direction of surface run-off
2. location of inlets, storm drainage pipes, and discharge point
3. type of pavement
4. typical pavement section
5. typical wheel stop detail
6. pavement markings
7. traffic signs
8. elevations

9. first floor slabs
10. sidewalks
11. streets and top of curbs
12. parking lots with flow lines
13. catch basins, inlets, stormwater runoff structures and swales
14. proposed grade elevations with spot elevations and percentage grades on parking areas

K. FINAL WASTEWATER COLLECTION PLAN

We will prepare a final on-site wastewater collection plan showing:

1. lot/building lateral location(s)
2. wastewater collection facilities details
3. Lift Station design details

L. FINAL WATER DISTRIBUTION PLAN (less irrigation plan)

We will prepare a water distribution plan showing:

1. lot/domestic water service & meter connection locations
2. hydrant location(s); existing, and proposed
3. water distribution facilities details

M. PERMITTING

1. Site Plan Review Applications:
Assist the architect with the preparation and submission of the Site Plan Application to Hernando County Development Services
2. Water Management District Application (ERP):
Prepare and submit the Water Management District Environmental Resource Permit application in accordance with the District's requirements.
3. FDOT Drainage & Utility Connection Permit Applications:
Prepare and submit the FDOT drainage connection permit application and utility connection permit application per FDOT requirements. Access permits would be done by the Transportation consultant.
4. FDEP Lift Station & Wastewater Connection Permit Application
Prepare and submit the lift station and wastewater connection permit per FDEP requirements.

N. CONSTRUCTION SERVICES

1. Construction Observations:

We will visit the project site on five occasions to observe the status of work, to allow

substantial completion certification.

2. Shop Drawing Review and Approval:

We will review site workshop drawings submitted by the contractor.

3. Punch List Preparation:

We will coordinate with the contractor, and owner's representative to prepare a punch list of construction deficiencies for correction prior to the preparation of substantial completion certifications.

O. POST-CONSTRUCTION SERVICES

1. Site Plan Record Drawing:

We will prepare a record drawing from the as-built survey provided by the contractor of constructed site improvements.

2. Water Management District Completion Certification:

Prepare certification required by permit upon substantial completion of the stormwater management facilities and testing.

3. Substantial Completion Certification:

Prepare local certification upon substantial completion of the required project facilities.

P. LANDSCAPE DESIGN SERVICES

1. Tree Inventory:

We will provide a tree inventory identifying tree species and their conditions ratings, provided on a 0- 6 rating scale. Tree locations and measurements are to be provided by the survey. We will perform site visits to confirm tree locations and sizes and evaluate ratings.

2. Construction Documents:

a. Meetings with Clients/Site Visits:

Attend two (2) meetings with the client to review the construction documents prepared by the landscape architect, and discuss regulatory comments received during the approval process as they relate to design. Meeting beyond these two would be charged on an hourly basis. Attend one (1) site visit to review existing conditions.

b. Landscape and Irrigation Plan:

c. Code required landscape plans will be prepared and contain the following:

- I. exterior boundaries for the property as derived from a boundary survey
- II. street names, building designations, easements, and section lines derived from a boundary survey, as needed
- III. location of all proposed buildings, pavement areas, structures, walks, and connection/transition areas, and other features (by others)
- IV. location, size, quantity of trees, shrubs, and ground covers
- V. location of hardscape, lighting, fencing and other features
- VI. typical planting details, general notes and specifications
- VII. Irrigation code requirements
- VIII. landscape calculations, as needed, for submittal requirements

Q. CONSTRUCTION SERVICES

Construction Observations:

We will visit the project site after installation to review the status of work and to allow substantial completion certification. Perform one (1) substantial completion field inspection and provide report and perform one (1) final field inspection, assuming any issues from the initial field visit have been resolved.

Task 5: Geotechnical Engineering

The CONSULTANT shall provide Geotechnical Engineering and associated geotechnical report/study for the proposed Hernando County Fire Station 16 project.

The purpose of this study is to obtain information on the general subsurface conditions at the proposed project site. The subsurface materials encountered will then be evaluated with respect to the available project characteristics. The scope of the CONSULTANT services does not include a thorough environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, groundwater, or surface water within or beyond the site studied.

- A. General location and description of potentially deleterious materials encountered in the borings, which may interfere with construction progress or structure performance, including existing fills or surficial/subsurface organics.
- B. Identification of the existing groundwater levels and evaluation of normal seasonal high groundwater levels.
- C. Identification of possible subsurface utilities, structures, and/or obstructions within the immediate area of the proposed project.
- D. Evaluate active raveling ("sinkhole-type") activity, if any, in the borings performed.
- E. Evaluation of utilizing a shallow foundation system for support of the proposed structure. Identification of recommended foundation design parameters, including minimum foundation dimensions, allowable capacities, and estimated total and differential settlements.
- F. Pavement thickness design and construction suggestions, considering the encountered subgrade soils and the measured groundwater conditions.

- G. Determination of the vertical infiltration characteristics of the upper soils in the designated area.
- H. Recommended soil subgrade preparation operations, including stripping, grubbing and compaction.
- I. Recommended engineering criteria for placement and compaction of approved fill materials.
- J. Evaluation of the suitability and availability of materials on-site that may be moved during site grading for use as structural fill in future buildings area, as pavement subgrade fill, and as general backfill.
- K. Presentation of construction recommendations, including expected ground water control measures, temporary slope stability recommendations, and unsuitable soil removal guidelines.

The following services will be provided in order to achieve the preceding objectives:

- L. Review readily available aerial photographs obtained from Google Earth Pro and the Florida Department of Transportation (FDOT).
- M. Review readily available published geologic information. This information will be obtained from soil survey information published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
- N. Coordinate underground utility location services through Sunshine State One Call of Florida, Inc., as deemed appropriate.
- O. Execute a program of subsurface exploration consisting of subsurface sampling and field testing. It is noted that the boring locations are currently expected to be performed in soil-surfaced areas which are readily accessible to track/trailer-mounted drilling equipment.
- P. Perform four Standard Penetration Test (SPT) borings in the proposed building area to depths of 25 to 30 feet below the existing grade. Perform one SPT boring in the pond area to a depth of 20 feet below the existing grade. It is understood that steel casing to maintain drilling fluid circulation will not be required, the boreholes will be grout/bentonite sealed.
- Q. Perform three auger borings in the pavement areas to an approximate depth range of five to ten feet below the existing grade. The shallow boreholes may be backfilled with on-site soils.
- R. Perform one Double Ring Infiltration (DRI) test in general accordance with the American Society of Testing and Materials (ASTM) test designation D-3385. The DRI test is planned to be performed at an approximate depth range of 1 to 2 feet below the existing ground surface elevations.
- S. Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System. Identify soil conditions at each boring location and form an opinion of

the site soil stratigraphy.

The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of recommendations. The results of the subsurface exploration, including the recommendations and the data upon which they are based, will be presented in a formal written report prepared by an experienced Geotechnical Engineer.

Task 6: Survey

The CONSULTANT will provide a Boundary and Topographic Survey for the proposed Hernando County Fire Station 16 project.

- A. Preparation of a Boundary Survey in accordance with the Standards of Practice as set forth by Chapter SJ-17 of the Florida Administrative Code for the Subject Property as described in the most recent deed of record per Hernando County Public Records. Existing interior site improvements (structures and significant surfaces), if any, will be located and mapped. Interior fences, landscape, utilities, etc will be located. Please note: This is not an ALTA/NSPS Land Title Survey and does not include review of title commitment. Presentation by client or their representative of title commitment for review and plotting of protractible matters may result in additional fees.
- B. Preparation of a Topographic Survey for the subject property. All work shall be in accordance with the Standards of Practice as set forth by Chapter SJ-17 of the Florida Administrative Code
- C. Elevations shall be measured at an approximate grid of 50 feet, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours.
- D. Topography shall extend for the full right-of-way of Atlanta Avenue where adjacent, the full right of way of Richmond Street where adjacent, to the centerline of Commercial Way (aka US 19) and 50 feet beyond the subject property in other areas;
- E. Elevations shall be referenced to the North American Vertical Datum of 1988; Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible. Location of underground utilities (SUE) is not included
- F. Those trees within the upland portion of the subject property that are 18-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Hernando County Tree Ordinance are not included). NOTE: Trees will not be located within the topographic overlap
- G. All pavement striping shall be located and mapped
- H. Right-of-way lines shall be mapped from available public records & field control

Task 7: Traffic Signalization Design

The CONSULTANT will provide a Traffic Signalization Design for the proposed Hernando County Fire Station 16 project.

A. PROJECT DESCRIPTION:

The CONSULTANT shall perform transportation engineering analyses in support of the proposed Hernando County Fire Station #16 located in Hernando County, Florida. The CONSULTANTS scope of work presented herein includes the preparation of signed and sealed emergency signal plans at the intersection of US Highway 19/Commercial Way and Atlanta Ave in accordance with Board of County Commissioner (BOCC) Action H-20-S6.

B. SERVICES:

1. The CONSULTANT shall utilize the Florida Department of Transportation (FOOT) standards and specifications and the Manual on Uniform Traffic Control Devices for Streets and Highways to prepare, sign, and seal traffic design plans, hereinafter referred to as Plans, to accomplish the installation of one emergency access signalization design at the US Highway 19/Atlanta Ave intersection using mast arms that is expandable to a full access signal in the future in accordance with BOCC Action H-20-56.
2. The CONSULTANT shall participate in up to two (2) meetings with staff from FOOT to discuss signalization requirements across the State Highway System. The traffic engineer shall include County traffic department in the meetings they have with FOOT.
3. The CONSULTANT shall respond to comments from the review agency/agency consultant and make up to one (1) round of applicable revisions to the Plans.
4. The CONSULTANT shall utilize survey and subsurface utility engineering (SUE) provided by the Client to prepare the final signed/sealed plans.

Task 8: Photorealistic Renderings

The CONSULTANT will provide two (2) photorealistic renderings for CLIENT'S use.

Task 9: Environmental Site Assessment

The CONSULTANT will provide a Traffic Signalization Design for the proposed Hernando County Fire Station 16 project.

The CONSULTANTS scope of services for a PHASE I E.S.A. (ASTM E1527-13) includes the following tasks:

A. RECORDS REVIEW

1. Review standard ASTM Federal CERCLIS, FINDS, NPL, RCRIS, SETS, RAATS, TRIS and USGS lists. Review State of Florida STI, ERNS, UST and LUST lists.
2. Review available county historical and current aerials photographs to determine the past land

usage of the subject property and adjacent areas.

3. Review Local Environmental Records, if necessary, to supplement the above referenced records review.

B. SITE RECONNAISSANCE

1. Conduct a site inspection of the subject property for the likelihood of identifying any recognized environmental conditions as set forth in the standards of a typical Phase I E.S.A. (ASTM E 1527-13).
2. Conduct a site inspection of the adjoining properties for the likelihood of identifying any recognized environmental conditions as set forth in the standards of a typical Phase I E.S.A. (ASTM E 1527-13)
3. Determine prior and current usage of the subject property and the adjacent properties.
4. Review the topographic conditions of the property to the extent of visually or physically observable or determine from interviews, as well as topographical mapping.
5. Review records and site for consideration of the presence or absence of vapor migration per the standards definition with CERCLA and AAI definitions of releases to the environment. This practice does not include any testing or sampling of materials (for example, soil, water, air, building material).
6. Review current land use and on-site uses of petroleum products, pesticides and other hazardous chemicals.

C. INTERVIEWS

1. Interviews with past and present owner(s) and current occupant(s) of the property.
2. Interviews with local/state governmental officials to obtain information pertaining to recognized environmental conditions in connection with the subject property and/or the adjoining property which will be conducted if the records review warrants this type of interview.

D. EVALUATION AND REPORT

1. Evaluate all the data collected and prepare a report delineating the findings of the investigation with any recommendations for any Phase II testing or research.
2. This project's cost includes one electronic deliverable report.

E. ASTM STANDARD:

The Phase I Report is only valid for 180 days.



January 26, 2024

FEES:

A. The following is a summary of the total fees for all services listed above.

Task	Basic Services	Total Fee
Task 1	Final Construction Documents	\$62,420
Task 2	Assistance with Permitting/Bidding	\$10,018
Task 3	Construction Administration	\$100,179
	Sub-Total	\$172,617
Task	Supplemental Services	Total Fee
Task 4	Civil Engineering, Landscape Design & Irrigation	\$68,770
Task 5	Geotechnical Soils and Testing Report	\$5,969
Task 6	Surveys	\$6,613
Task 7	Traffic Signalization	\$40,765
Task 8	Photorealistic Rendering	\$2,000
Task 9	Environmental Site Assessment	\$2,795
	Sub-Total	\$126,912
	Reimbursable Expenses (Allowance)	\$5,000
	Design Contingency@ 5% of Basic Services (Allowance)	\$8,600
	Total	\$313,129

B. WJA will include a narrative of activities completed with each billing.

C. Reimbursable Expenses (Allowance):

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Compensation for reimbursable expenses shall be the cost of expenses incurred plus 10%. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Transportation and travel
4. Presentation materials
5. Other similar Project-related expenditures

The Reimbursable Expenses is an estimate and may not cover all reimbursable expenses necessary to either meet the Client's or Project's needs. Contrarily, the full estimated amount may not be required. Unused reimbursable expense allowance will not be billed to the CLIENT.

D. Design Contingency (Allowance):

During the course of the project, the CLIENT or ARCHITECT may identify Additional Services required which are necessary to either complete or enhance the overall project. If Additional Services are identified during the course of this project, the ARCHITECT will prepare a detailed work scope and fee to perform the Additional Services. Once the CLIENT and the ARCHITECT have agreed on the scope and fee, the ARCHITECT will submit a Request for the CLIENT'S approval for the Additional Services under Design Contingency.

The Design Contingency is an estimate and may not cover all the additional services identified throughout the project which are necessary to either complete or enhance the overall project. Also, all funds within Design Contingency may not be required. Unused Design Contingency will not be billed to the CLIENT.

E. The Following Services Are Not Included Within This Fee:

1. Application fees and fees paid to secure approval from authorities with jurisdiction over the Project.
2. Feasibility Studies/ Analysis Facility Programming Master Planning
3. Multiple Preliminary Designs
4. Measured Drawings of Existing Facilities Existing Facilities Analysis
5. Asbestos Consultation/Surveys
6. Historic Preservation
7. Grant Assistance or Applications
8. Development/Neighborhood/Board Review Applications or Presentations
9. Existing Site Utility Infrastructure Improvements Fire Alarm Design
10. Specialty Design/CONSULTANTS: detailed Cost/Scheduling; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
11. Life Cycle Cost and/or Energy (FLEET) Analysis
12. LEED or similar Green Design, Consultation, or Certification Solar/Photovoltaic Design or Consultation
13. Graphic and Signage Design
14. Value Analysis or Value Engineering
15. Documents Prepared for: Alternate Bids Requested by CLIENT, Change Orders, Multiple Construction Contracts, Record Documents/ As-Builts
16. Prolonged Construction Contract Administration Services Exhaustive submittal and shop drawing review Construction Phasing or Multiple Bid Submissions Threshold Inspections
17. Project Representation During Construction Beyond periodic inspection Additional Construction Contract Administration Services for Multiple Contracts Building Commissioning and Training Services
18. Post Occupancy Inspections/ Evaluations Models/Videos
19. Changes to Scope, Size or Complexity
20. Revisions to Previously Approved Documents
21. CLIENT requested insurance in excess of that normally carried by the ARCHITECT or

ARCHITECT'S CONSULTANTS.

General Stipulations

A. Additional Services Compensation

1. Additional Services may be provided after execution of this Agreement without invalidating this Agreement. Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.
2. If the construction budget or size of the project provided in the Project Description/Information is increased, then an additional A/E fee shall be applied for the increased budget amount.
3. Meetings or Site Visits exceeding the limits identified in the Scope of Work.
4. Construction Administration duration exceeding the limits identified in the Scope of Work.
5. Additional Services of the ARCHITECT'S CONSULTANTS shall be the amount invoiced to the ARCHITECT plus 15%.

B. Hourly Rate Schedule

Project Executive/CEO	\$295.00
Principal	\$265.00
Studio Director	\$225.00
Senior Project Manager/Senior Architect	\$190.00
Project Manager/Architect	\$165.00
Registered Interior Designer	\$160.00
Architectural Associate	\$140.00
Interiors Associate	\$120.00
Administrative	\$90.00

C. Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 30 days from the invoice date are subject to 1.5% interest - 18% annually.
3. If payment is not received within 30 days of invoice submission, ARCHITECT may stop work on the project until payment is received. ARCHITECT shall not be responsible for any schedule delays or consequential damages due to a stop of work due to late payment.

D. Agreement Provisions

This agreement is valid for 90 days. If not accepted by CLIENT within 90 days of the agreement date, fees and hourly rates may need to be adjusted.

E. Client's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the CLIENT is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. CLIENT shall render decisions and approve the ARCHITECT'S submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the ARCHITECT'S services.
3. CLIENT shall provide the ARCHITECT and its CONSULTANTS access to the Project site as reasonably required.

F. Project Construction and Construction Administration

1. The ARCHITECT shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Construction, nor shall the ARCHITECT be responsible for the Contractor's failure to perform the Construction in accordance with the requirements of the Construction Documents.
2. The ARCHITECT'S review of Contractor's submittals shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The ARCHITECT'S approval of a specific item shall not indicate approval of an assembly of which the item is a component.

G. Copyright

The ARCHITECT and its CONSULTANTS shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

H. Promotional Materials

The ARCHITECT shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the ARCHITECT and its CONSULTANTS. Information and materials identified by the CLIENT in writing as confidential or proprietary shall not be included in the promotional materials. The CLIENT shall provide professional credit for the ARCHITECT in the CLIENT'S promotional materials and in all news related releases referring to the Project.

I. Insurance

The ARCHITECT maintains the following insurance coverages. If the CLIENT requires coverage in addition to the types and limits set forth below, the CLIENT shall pay the ARCHITECT the total additional cost to ARCHITECT plus 5%.

- Commercial General Liability: \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- Automobile Liability: \$1,000,000 for each accident
- Umbrella Liability: \$5,000,000 for each occurrence; \$5,000,000 in the aggregate.
- Workers' Compensation at statutory limits.
- Employers' Liability: \$1,000,000 for each accident, \$1,000,000 for each employee, \$1,000,000 policy limit.
- Professional Liability: \$2,000,000 per claim; \$2,000,000 in the aggregate.

J. Termination and Suspension

1. ARCHITECT or CLIENT may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination.
2. If the CLIENT fails to make payments to the ARCHITECT in accordance with this agreement, such failure shall be considered substantial failure and cause for termination or suspension of services.
3. If the CLIENT suspends the Project for more than 90 cumulative days, the ARCHITECT shall be compensated for all services performed prior suspension. When the Project is resumed, the ARCHITECT shall be compensated for expenses incurred in the interruption and resumption of the ARCHITECT'S services. The ARCHITECT'S fees for the remaining services and the time schedules shall be equitably adjusted.

K. Applicable Law

This Agreement shall be governed by the law of the State of Florida.

L. Dispute Resolution

The CLIENT and ARCHITECT will attempt, in good faith, to resolve any question, dispute, misunderstanding, controversy or claim arising out of or relating to this Agreement promptly by negotiation between designated executives of the respective parties with authority to agree to a resolution. If the Dispute has not been resolved within thirty (30) days of the initial meeting of the executives (which may be extended by mutual written agreement) then all claims, counterclaims, disputes, and other matters in question arising out of or related to this Agreement or the breach thereof shall be resolved by mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

M. Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, Inc. and their CONSULTANTS, the risks have been allocated such that CLIENT agrees that, to the *fullest* extent permitted by law, Wannemacher Jensen Architects, Inc. total liability to CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

N. Electronic Signatures

The CLIENT and ARCHITECT agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

O. Entire Agreement

This Agreement along with any exhibits constitutes the entire agreement between the ARCHITECT and CLIENT and supersede all representations or previous communications, negotiations, proposals, representations, conditions, promises, or agreement, either written or oral.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.