

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Space Needs Assessment

**DEPARTMENT:** Administrative Services **DIVISION:** \_\_\_\_\_

**AUTHORIZED BY:** Jamie Croteau **CONTACT:** Jamie Croteau **EXT.** 5274

<b>Agenda Date</b> <u>11/18/03</u>	<b>Regular</b>	<b>Consent</b>	<b>Work Session</b>	<b>Briefing</b>
	<b>Public Hearing – 1:30</b>			<b>Public Hearing – 7:00</b>

**MOTION/RECOMMENDATION:** Authorize Board to waive Purchasing Procedures and authorize the County Manager to execute \$50,000 Not-to-Exceed contract with HKS Architects, Inc. to conduct a limited space needs assessment. Project will be funded from General Fund Contingency.

**BACKGROUND:** With the continued growth of the County, demands for employee office space have grown, putting more and more pressure on the County's existing facilities. The most recent comprehensive space needs assessment was completed in 1993 by Hansen Lind Meyer, Inc. Based on recommendations from the study, the County undertook the Courthouse expansion project. However, space needs for the County itself have not recently been addressed in a comprehensive manner.

The County at this time is faced with not only a need for understanding of its current and future needs for space, but also a determination on the reuse or sale of the State Attorney's Building. When the State Attorney's Building is vacated in September of 2004, the County has the option of reusing of the building for County or Court functions or selling the building and putting it back on the tax rolls.

Staff is recommending a limited study to review the following areas:

- State Attorney's Building
- County Services Building
- Code Enforcement Building
- SGTV Building
- Reflections Building
- Five Points Complex (Roads, Traffic Engineering, Stormwater, Fleet, Facilities Maintenance, and all warehouse and vacant land)

<b>Reviewed by:</b>
<b>Co Atty:</b> _____
<b>DFS:</b> _____
<b>Other:</b> _____
<b>DCM:</b> <u>[Signature]</u>
<b>CM:</b> <u>[Signature]</u>
<b>File No:</b> <u>CAS01</u>

Due to the inclusion of the State Attorney's Building in the study, staff is recommending HKS Architect prepare the space program. HKS completed the most recent space program on the Courthouse and is currently working with the Judiciary and staff on the renovation plan for the existing Courthouse. As a result of the need for the County space program to dovetail with the plan for the existing Courthouse and State Attorney's Building, staff feels it is more efficient and in the best interest of the County to use the same firm.

HKS Architects will prepare a space needs assessment report and provide the County with recommendations for locations, adjacency allocation and possible consolidation of functions, departments, and agencies. The cost of the space program is \$50,000. This project is expected to take approximately six months. During that time, HKS will collect data, develop space standards, conduct interviews with departments, assemble a report and present the findings to the BCC. Attached is a copy of the proposal provided by HKS.

Staff is requesting authorization for the Board to waive Purchasing Procedures and authorize the County Manager to execute a \$50,000 Not-to-Exceed contract to HKS Architects, Inc. Funding will come from General Fund Contingency.

2003-R-

**BUDGET AMENDMENT REQUEST**

DFS Recommendation	
<i>Mary Matthews</i> Analyst	11/7/03 Date
<i>JB</i> Director	11/7/03 Date

TO: Seminole County Board of County Commissioners  
 FROM: Department of Fiscal Services  
 SUBJECT: **Budget Amendment Resolution**  
 Department: **Administrative Services**  
 Fund(s): **General Fund (00100)**

**PURPOSE:** With the continued growth of the County, demands for space within the County have grown, putting more pressure on the County's existing facilities. The County at this time is faced with not only a need for understanding of its current and future needs for space but also a determination on the reuse or sale of the State Attorney's Building. Authorize Chairman to waive Purchasing Procedures and award and execute \$50,000 contract with HKS Architects, Inc. to conduct a limited space needs assessment. Project will be funded from General Fund Contingency. After this transfer, the balance remaining in the Reserves & Contingencies for the General Fund will be \$5,926,689.

**ACTION:** Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

**Sources:**

Account Number	Account Title	Amount
999901-00100-59099998	Reserves and Contingencies	\$50,000
<b>Total Sources</b>		<b>\$50,000</b>

**Uses:**

Account Number	Account Title	Amount
010530-00100-53031000	Professional Services	\$50,000
<b>Total Uses</b>		<b>\$50,000</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2003-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Daryl G. McLain  
 Chairman

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

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

Entered by County Finance Department

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

## SCOPE OF SERVICES

HKS will prepare a space needs assessment report and provide the County with recommendations for location, adjacency allocation and possible consolidation of functions, departments, agencies, and organizations that are currently housed within the referenced buildings.

### Phase I: Data Assembly

- 1.1 The scope of this assessment will center on the following buildings and the departments that are housed within them. With the County's help, HKS will obtain all necessary information related to these facilities for proper evaluation and recommendation.
  - County Services Building
  - SGTV Building
  - Code Enforcement Building
  - State Attorney's Building (excluding lease space)
  - Reflections Building
  - Five Points Complex (Roads, Traffic Engineering, Stormwater, Fleet, Facilities Maintenance, and all warehouses and vacant land)
- 1.2 HKS will obtain from the County or other sources site plans, maps, aerial photography, etc., to document the physical components of all owned property identified in paragraph 1.1.
- 1.3 The County will distribute a current chart illustrating the organizational structure of the departments housed within the referenced buildings. This chart must include the complete chain of command within each department or agency.
- 1.4 HKS will obtain census information for the years 1950, 1960, 1970, 1980, 1990, and 2000 in order to project trends to 2010 and 2020.

### Phase II: Assessment of Space Needs

- 2.1 HKS will prepare a written questionnaire to obtain information from the affected County Departments, Agencies, and Organizations:
  - 2.1.1 Staffing. Historical, current, and projections of future need or reductions, including modification of duties.
  - 2.1.2 Organizational Chart. Anticipated incremental changes in 5, 10, and 15 year milestones
  - 2.1.3 Anticipated space needs as a result of changes occurring within each department
  - 2.1.4 The function of each entity now and operational issues that will impact their space in each of the five-year increments.
  - 2.1.5 Documentation of specialized equipment and relationship to space needs now and in the future.
  - 2.1.6 Relationship to other County departments.
  - 2.1.7 Document requirements for government and public parking needs.
- 2.2 Using the information obtained in the questionnaire, HKS will conduct follow-up interviews to verify statements presented in the forms.
- 2.3 HKS will prepare a matrix documenting each space in terms of existing availability, current need, and future need.
- 2.4 HKS will review County's space standards and develop an official County space standard document that can be distributed to all departments throughout the County.

- 2.5 HKS will utilize the new space standard and convert collected information to required area. Using established adjacency criteria HKS will recommend options for consolidation, reconfiguration, or geographic relocation.
- 2.6 HKS will provide a series of recommendations on how the County will achieve desired goals. Benchmark cost information will be assembled with the County's help to frame possible real estate solutions. This information is taken from cost models of similar buildings completed by HKS and indexed to current market values.
- 2.7 All recommendations will be reviewed with the appropriate County staff and necessary modifications will be incorporated.
- 2.8 HKS will provide 15 copies of the final report to the County.

Phase III: Presentation of Findings

- 3.1 HKS will assemble the acquired information in an orderly format for acceptance by the County and prepare a presentation of the final results for the County Commission. Detailed cost estimates and Master Planning concepts will be incorporated in a future phase of services.

FEES

For the scope described above, HKS proposes a lump sum fee of \$45,000.00. All expenses related to performance of this assignment for the County are expenses reimbursable to HKS. This includes but is not limited to printing, out of town travel, long-distance telephone and fax, courier, postage and overnight delivery. For estimating purposes, we recommend a reserve of \$5,000.00 in addition to the fee, for reimbursable expenses. Certainly, this can be offset if the County absorbs deliverable printing in-house.

SCHEDULE

Collect Data	1 wk
Generate Questionnaire	1 wk
County review and return completed forms	2 wks
Develop Space Standards	1 wk (will occur during County Review period)
Analysis of Interview Forms	4 wks
Conduct Interviews and Department Tours	3 wks
Draft Preliminary Report	3 wks
Assemble and Distribute Report	1 wk
County Review	4 wks
Incorporate comments, Distribute final report	2 wks
<u>Presentation to County Commissioners</u>	<u>1 wk</u>
Total	22 weeks or approximately 5 months

**CONSULTANT SERVICES AGREEMENT (M-403-03)  
SPACE NEEDS ASSESSMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **HKS ARCHITECTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 225 E. Robinson Street, Suite 405, Orlando, Florida 32801, hereinafter called the "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires to retain the services of a competent and qualified consultant to provide consulting services regarding the space needs assessment in Seminole County; and

**WHEREAS**, the COUNTY has requested and received expressions of interest for the retention of services of consultants; and

**WHEREAS**, CONSULTANT is competent and qualified to furnish consulting services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

**SECTION 1. SERVICES.** COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. TIME FOR COMPLETION.** The services to be rendered by CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within six (6) months of the Agreement's

effective date.

**SECTION 3. FIXED FEE COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement a fixed fee in the amount of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated above.

(b) The CONSULTANT shall also be paid reimbursable expenses, not to exceed the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in addition to the fixed fee compensation for services. Reimbursable expenses shall include, but not be limited to, printing, out of town travel, long distance telephone and facsimile charges, courier services, postage, and overnight delivery.

(c) Payments shall be made to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. CONSULTANT may invoice amount due based on the total required services actually performed and completed. Upon review and approval of CONSULTANT'S invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay CONSULTANT the approved amount.

**SECTION 4. BILLING AND PAYMENT.**

(a) CONSULTANT shall render to the COUNTY, at the close of each calendar month, an itemized invoice, properly dated including, but not limited to, the following information:

- (1) The name and address of the CONSULTANT;
- (2) Contract Number;
- (3) A complete and accurate record of services performed by the CONSULTANT for all services performed by the CONSULTANT during that month and for which the COUNTY is billed;

(4) A description of the services rendered in (3) above with sufficient detail to identify the exact nature of the work performed; and

(5) Such other information as may be required by this Agreement or requested by the COUNTY from time to time.

The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Administrative Services  
200 W. County Home Road  
Sanford, Florida 32773

(b) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONSULTANT.

**SECTION 5. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) and of this subsection, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as required by Section 4(b).

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period

and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 6. RESPONSIBILITY OF CONSULTANT.**

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S performance of any of the services furnished under this Agreement.

**SECTION 7. OWNERSHIP OF DOCUMENTS.** All deliverable reference data, survey data, plans and reports that result from the CONSULTANT'S services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT. No changes or revisions to the documents furnished by CONSULTANT shall be made by COUNTY or its agents without the written approval of CONSULTANT.

**SECTION 8. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until completion, review, and acceptance of all work required by the Scope of Services, unless this Agreement is terminated earlier in accordance with the termination provisions contained herein.

**SECTION 9. TERMINATION.**

(a) The COUNTY may, by written notice to the CONSULTANT, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONSULTANT to fulfill CONSULTANT'S Agreement obligations. Upon receipt of such notice, the CONSULTANT shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONSULTANT shall be paid compensation for services performed to the date of termination. CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONSULTANT to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONSULTANT shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault

or negligence of the CONSULTANT. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONSULTANT.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. NO CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this

Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 12. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 13. SUBCONTRACTORS.** In the event CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 14. INDEMNIFICATION OF COUNTY.** The CONSULTANT agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONSULTANT, whether caused by the CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action or inaction of the parties.

**SECTION 15. INSURANCE.**

(a) General. The CONSULTANT shall at the CONSULTANT'S own cost, procure the insurance required under this Section.

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONSULTANT shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONSULTANT shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy

of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONSULTANT shall relieve the CONSULTANT of the CONSULTANT'S full responsibility for performance of any obligation including CONSULTANT'S indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with

an insurer acceptable to the COUNTY the CONSULTANT shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONSULTANT, the CONSULTANT shall, at the CONSULTANT'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT'S insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONSULTANT and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONSULTANT'S insurance shall cover the CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

<u>LIMITS</u>	
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the

insurance provided by or on behalf of the CONSULTANT.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

**SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefore are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 17. REPRESENTATIVE OF COUNTY AND CONSULTANT.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall, at all times during the normal work week, designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

**SECTION 19. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONSULTANT including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 22. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the COUNTY.

**SECTION 23. PUBLIC RECORDS LAW.** CONSULTANT acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created

under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**FOR COUNTY:**

Administrative Services  
200 W. County Home Rd.  
Sanford, FL 32773

**FOR CONSULTANT:**

HKS Architects, Inc.  
225 E. Robinson St., Suite 405  
Orlando, FL 32801

**SECTION 25. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, the CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONSULTANT.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONSULTANT hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONSULTANT to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONSULTANT hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

HKS ARCHITECTS, INC.

\_\_\_\_\_  
Secretary

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

(CORPORATE SEAL)

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

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

For the use and reliance  
of Seminole County only.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
11/7/03  
M-403

Attachment:  
Exhibit "A" - Scope of Services

## SCOPE OF SERVICES

HKS will prepare a space needs assessment report and provide the County with recommendations for location, adjacency allocation and possible consolidation of functions, departments, agencies, and organizations that are currently housed within the referenced buildings.

### Phase I: Data Assembly

- 1.1 The scope of this assessment will center on the following buildings and the departments that are housed within them. With the County's help, HKS will obtain all necessary information related to these facilities for proper evaluation and recommendation.
  - County Services Building
  - SGTV Building
  - Code Enforcement Building
  - State Attorney's Building (excluding lease space)
  - Reflections Building
  - Five Points Complex (Roads, Traffic Engineering, Stormwater, Fleet, Facilities Maintenance, and all warehouses and vacant land)
- 1.2 HKS will obtain from the County or other sources site plans, maps, aerial photography, etc., to document the physical components of all owned property identified in paragraph 1.1.
- 1.3 The County will distribute a current chart illustrating the organizational structure of the departments housed within the referenced buildings. This chart must include the complete chain of command within each department or agency.
- 1.4 HKS will obtain census information for the years 1950, 1960, 1970, 1980, 1990, and 2000 in order to project trends to 2010 and 2020.

### Phase II: Assessment of Space Needs

- 2.1 HKS will prepare a written questionnaire to obtain information from the affected County Departments, Agencies, and Organizations:
  - 2.1.1 Staffing. Historical, current, and projections of future need or reductions, including modification of duties.
  - 2.1.2 Organizational Chart. Anticipated incremental changes in 5, 10, and 15 year milestones
  - 2.1.3 Anticipated space needs as a result of changes occurring within each department
  - 2.1.4 The function of each entity now and operational issues that will impact their space in each of the five-year increments.
  - 2.1.5 Documentation of specialized equipment and relationship to space needs now and in the future.
  - 2.1.6 Relationship to other County departments.
  - 2.1.7 Document requirements for government and public parking needs.
- 2.2 Using the information obtained in the questionnaire, HKS will conduct follow-up interviews to verify statements presented in the forms.
- 2.3 HKS will prepare a matrix documenting each space in terms of existing availability, current need, and future need.
- 2.4 HKS will review County's space standards and develop an official County space standard document that can be distributed to all departments throughout the County.

- 2.5 HKS will utilize the new space standard and convert collected information to required area. Using established adjacency criteria HKS will recommend options for consolidation, reconfiguration, or geographic relocation.
- 2.6 HKS will provide a series of recommendations on how the County will achieve desired goals. Benchmark cost information will be assembled with the County's help to frame possible real estate solutions. This information is taken from cost models of similar buildings completed by HKS and indexed to current market values.
- 2.7 All recommendations will be reviewed with the appropriate County staff and necessary modifications will be incorporated.
- 2.8 HKS will provide 15 copies of the final report to the County.

Phase III: Presentation of Findings

- 3.1 HKS will assemble the acquired information in an orderly format for acceptance by the County and prepare a presentation of the final results for the County Commission. Detailed cost estimates and Master Planning concepts will be incorporated in a future phase of services.

FEES

For the scope described above, HKS proposes a lump sum fee of \$45,000.00. All expenses related to performance of this assignment for the County are expenses reimbursable to HKS. This includes but is not limited to printing, out of town travel, long-distance telephone and fax, courier, postage and overnight delivery. For estimating purposes, we recommend a reserve of \$5,000.00 in addition to the fee, for reimbursable expenses. Certainly, this can be offset if the County absorbs deliverable printing in-house.

SCHEDULE

Collect Data	1 wk
Generate Questionnaire	1 wk
County review and return completed forms	2 wks
Develop Space Standards	1 wk (will occur during County Review period)
Analysis of Interview Forms	4 wks
Conduct Interviews and Department Tours	3 wks
Draft Preliminary Report	3 wks
Assemble and Distribute Report	1 wk
County Review	4 wks
Incorporate comments, Distribute final report	2 wks
<u>Presentation to County Commissioners</u>	<u>1 wk</u>
Total	22 weeks or approximately 5 months