

Architectural/Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and The S/L/A/M Collaborative, Inc., a Connecticut corporation, located at 150 N Orange Ave. Suite 420, Orlando, FL 32801 herein referred to as the “Consultant”, and whose Federal Identification Number is: 06-0950562.

WHEREAS, the County requires certain architectural and engineering services for updating the master plan for the Courts & County Annex Building and design those elements adopted from the master plan in future phases (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 25-185, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 A timeline will be established for each Phase (as defined in Section 2.2) of the Project. The timeline for Phase I, Programming and Master Plan update is included in the Phase I Scope of Services attached hereto and incorporated herein as Exhibit “A-iii, and a timeline for each subsequent Phase will be included in an amendment to this Agreement.

2.0 Consultant Services - General

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #25-185, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Consultant’s Scope of Work (collectively, (i), (ii), and (iii) are “RFP 25-185”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement, together with those services set forth and described on Exhibit B “Scope of Services” attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the “Services”).

2.2 At its option the County may choose to modify, add or delete and Services included within the phases as set forth and described in the Consultant’s Project Approach portion of the RFP (Collectively, the “Phases”), contained in Exhibit A, by duly executing a written amendment(s) to this Agreement.

2.3 By execution of this Agreement, the County hereby engages the Consultant to perform the Phase I Services, programming and master plan update and base site design services, as outlined in Exhibit “A-iii.”

3.0 Project Administration Services

3.1 The Consultant shall manage the Consultant's services and administer the Project. The Consultant shall consult with the County, research applicable design criteria, attend Project meetings, and communicate with members of the Project Team and issue progress reports. The Consultant shall coordinate the Services provided by the Consultant and the Consultant's sub-consultants with those services provided by the County and the County's other Project consultants.

3.2 When Project requirements have been sufficiently identified, the County may require the Consultant to prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the County, design services furnished by the Consultant, completion of documentation provided by the Consultant, commencement of construction and Substantial Completion of the Project Improvements to be made based upon the final, approved Construction Documents.

3.3 When developing the design for the Project the Consultant shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics.

3.4 Upon request of the County, the Consultant shall make a presentation to explain the design of the Project to representatives of the County.

3.5 The Consultant shall submit design documents to the County at intervals appropriate to the design process for purposes of evaluation and approval by the County. The Consultant shall be entitled to rely on written approvals received from the County in the further development of the design.

3.6 The Consultant shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

3.7.1 Intentionally omitted.

3.7.2 Intentionally omitted.

3.7.3 Intentionally omitted.

3.7.4 Intentionally omitted.

3.7.5 Intentionally omitted.

4.0 Evaluation and Planning Services

4.1 The County may furnish a program setting forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements. The Consultant shall provide a preliminary evaluation of the information furnished by the County under this Agreement, including the County's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Consultant shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the County of any other information or consultant services that may be reasonably needed for the Project.

4.2 The Consultant shall provide a preliminary evaluation of the County's site for the Project based on the information provided by the County of site conditions, and the County's program, schedule and budget for the Cost of the Work.

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

5.1.1 The Consultant shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

5.2 DESIGN DEVELOPMENT DOCUMENTS

5.2.1 The Consultant shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

5.3 CONSTRUCTION DOCUMENTS

5.3.1 The Consultant shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

5.3.2 During the development of the Construction Documents, the Consultant shall assist the County in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the County and the Contractor; and (2) the Conditions (General, Supplementary and other Conditions) of the Contract (the "Construction Contract") for Construction of the Project. The Consultant also shall compile the Project Manual that includes the Conditions of the Construction Contract and Specifications and may include bidding requirements and sample forms.

5.3.3 Progress submittals of final design documents shall be delivered to the County for review and approval, at the 50% Construction Document Phase, the 100% Construction Documents to be submitted for permit, and the 100% Construction Documents, approved for construction for each subproject. Such submittals shall be reissued as necessary to secure approval. County comments shall be incorporated into the next design phase of the work. Consultant is entitled to rely upon County's approval that the design conforms to the program at each stage. The County and the Consultant agree that they shall not proceed to the next design phase, including the Construction Phase, until they have mutually agreed that the Project is feasible in accordance with the budget approved by the County.

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

6.1.1 The Consultant shall provide administration of the Construction Contract between the County and its selected contractor (the "Contractor") as set forth in that contract.

6.1.2 The Consultant's responsibility to provide the Contract Administration Services under this Agreement commences with the Notice to Proceed to the Contractor and terminates at the issuance to the County of the final Certificate for Payment. However, the Consultant may be entitled to a Change in Services in accordance with Section 47.2 if Contract Administration Services extend 60 days after the date of Final Completion of the Work.

6.1.3 The Consultant shall be a representative of, and shall advise and consult with, the County during the provision of the Contract Administration Services. The Consultant shall have authority to act on behalf of the County only to the extent provided in this Agreement unless otherwise modified by written amendment.

6.1.4 Duties, responsibilities and limitations of authority of the Consultant under this Section 6.0 shall not be restricted, modified or extended without written agreement of the County and Consultant.

6.1.5 The Consultant shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Consultant and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

6.1.6 When reasonably required by the County, the Consultant shall on the County's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

6.1.8 Interpretations and decisions of the Consultant with respect to the matters described in section 6.1.7, above, shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Consultant shall endeavor to secure faithful performance by both County and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions rendered in good faith.

6.1.9 The Consultant shall render initial decisions on claims, disputes or other matters in question between the County and Consultant as provided in the Contract Documents. However, the County's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

6.2 EVALUATIONS OF THE WORK

6.2.1 The Consultant, as a representative of the County, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the

County and the Consultant, (1) to become generally familiar with and to keep the County informed in writing about the progress and quality of the portion of the Work completed, (2) to guard the County against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Consultant shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

6.2.2 The Consultant shall report to the County known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Consultant shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Sub-contractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

6.2.3 The Consultant shall at all times have access to the Work wherever it is in preparation or progress.

6.2.4 Except as may otherwise be provided in the Contract Documents or when direct communications have been specially authorized in writing, the Consultant and Contractor shall communicate through the County. Communications by and with the Consultant's sub-consultants shall be through the Consultant. The Consultant shall respond to the County with the Consultant's written responses or correspondence within a reasonable length of time.

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith, either to exercise or not to exercise such authority, shall give rise to a duty or responsibility of the Consultant to the Contractor, Sub-contractor, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work. If the Consultant requires inspection or testing of the Work without the County's prior approval and deems the Work acceptable, then the Consultant will be responsible for any compensation due the Contractor.

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of

subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections beyond those inspections required pursuant to this Agreement, to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-contractors and material suppliers and other data requested by the County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

6.3.3 The Consultant shall maintain a record of the Contractor's Applications for Payment.

6.4 SUBMITTALS

6.4.1 The Consultant shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the County, Contractor or separate contractor. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

6.4.2 The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Consultant shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Consultant. The Consultant shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents.

If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

6.5.2 The Consultant shall review properly prepared, timely requests by the County or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Consultant to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Consultant determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Consultant may issue an order for a minor change in the Work or recommend to the County that the requested change be denied.

6.5.3 If the Consultant determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Consultant shall make a recommendation to the County, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Consultant shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Consultant. With the County's approval, the Consultant shall incorporate those estimates into a Change Order or other appropriate documentation for the County's execution or negotiation with the Contractor.

6.5.4 The Consultant shall maintain records relative to changes in the Work.

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

6.6.2 The Consultant's inspection shall be conducted with the County's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Consultant of Work to be completed or corrected.

6.6.3 When the Work is found to be substantially complete, the Consultant shall inform the County about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

6.6.4 The Consultant shall receive from the Contractor and forward to the County: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the County against liens.

7.0 Facility Operation Services

7.1 The Consultant shall meet with the County or the County's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

7.2 Upon request of the County, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the County.

8.0 Additional Services

8.1 The Consultant shall perform the additional Services as set forth and further described on Exhibit "B".

8.2 The following minimum Design Services and Contract Administration Services shall be provided by the Consultant without a Change in Services in accordance with Section 47.2:

8.2.1 A reasonable number of reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Consultant.

8.2.2 Up to two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.

8.2.3 Up to two (2) inspections for any portion of the Work to determine final completion.

8.3 The following Design and Contract Administration Services may be provided by the Consultant as a Change in Services in accordance with Section 47.2:

8.3.1 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Services, with prior approval by County;

8.3.2 Providing consultation concerning replacement of Work resulting from fire or other cause during construction;

8.3.3 Evaluation of substitutions proposed by the County's consultants or contractors and making subsequent revisions to the Instruments of Service (as described in Section 47.1, below), with prior approval by County.

8.3.4 Preparation of design and documentation for alternate bid or proposal requests proposed by the County after the Guaranteed Maximum Price for the Work is established.

8.3.5 Contract Administration Services provided 60 (sixty) days after the date of Final Completion of the Work, as may be requested by the County.

9.0 Compensation

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount of **\$494,337.00** for the Phase I Services, as set forth in Exhibit

“A-iii”, which amount is based on the Consultants hourly rate schedule set forth in Exhibit “C”, which is attached hereto and made a part of this Agreement.

9.2 Also, the County shall negotiate any of the additional Phase II and III Services’ lump sum amount(s) and base the amount(s) on the Consultant’s hourly rate schedule set forth in Exhibit “C.”

9.3 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit “Aiii”. All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit “Aiii”, for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

9.4 All invoices must reference this Agreement number, using an invoice form approved by the County Auditor.

9.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

9.6 In order for both parties herein to close their books and records for the Project, the Consultant will clearly state "Final Invoice" on the Consultant’s final/last billing to the County. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

9.7 Payment of the final invoice for the Project shall not constitute evidence of the County’s acceptance of the Work or Services.

9.8 A contract amendment/change order may be executed by both parties, after Substantial Completion, to incorporate any additional design fees due to the Consultant. The amendment shall be based upon 5% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

9.9 If the Services of the Consultant are changed as described in Section 47.2.1 or 47.2.2, the Consultant’s compensation may be adjusted. Such adjustment shall be computed as a lump sum on a task-by-task basis, or, in the discretion of the County, in an otherwise equitable manner.

9.10 An allowance is included for additional services in the amount set forth in Exhibit “A”. This allowance shall only be used at the direction of the County with approval of the Facilities Management Director. Any unused portion of the allowance shall be returned to the County following final completion.

9.11 Forty (40) calendar days shall be allowed for the County’s inspection and approval of the goods and services for which any invoice has been submitted.

9.12 No deduction shall be made from the Consultant's compensation on account of penalty, liquidated damages, or other sums withheld from payments to the Contractors.

9.13 If any work designed or specified by the Consultant during any phase of service is abandoned or suspended in whole or in part, the Consultant is to be paid for the Services performed prior to receipt of written notice from the County of such abandonment or suspension, together with reimbursements then due and any terminal expense resulting from abandonment or suspension for more than three months.

10.0 Reimbursable Expense

10.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "D" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, and include:

10.3 Mileage shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

10.4 Reimbursable Expenses, including those of the sub-consultants, shall be reimbursed at cost.

10.5 Pre-approved travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy.

10.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Facilities Management Division offices upon demand termination of the Agreement or the conclusion of the project, whichever occurs first.

11.0 Project Team

11.1 No later than the date it selects the Contractor, the County shall identify the initial members of its Project Team which will include the County's Designated Representative and the Consultant's Designated Representative. If it had not done so prior to that date, the Consultant will identify to the County the Consultant's Designated Representative. The Consultant's Designated Representative shall be authorized to act on the Consultant's behalf with respect to the Project.

11.2 The County hereby authorizes the County's Facilities Management Director to act as the County's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencements, Certificates of Substantial and Final Completion and applications for permits from applicable agencies.

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals

to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

12.1 The Consultant's Services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. within ten (10) days following issuance of the Notice to Proceed, the Consultant shall submit for the County's approval a schedule for the performance of the Consultant's Services. This schedule shall include allowances for periods of time required for the County's review, for the performance of the County's consultants, and for approval of submissions by authorities having jurisdiction over the Project. The Consultant or County shall not, except for reasonable cause, exceed time limits established by this schedule approved by the County.

12.2 Intentionally Omitted.

12.3 The Consultant shall maintain the confidentiality of information specifically designated as confidential by the County, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Consultant from establishing a claim or defense in an adjudicatory proceeding. The Consultant shall require of the Consultant's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the County.

12.4 Except with the County's knowledge and prior express written consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Project.

12.5 The Consultant shall review laws, codes and regulations applicable to the Consultant's services. The Consultant shall design the Project to conform to the requirements imposed by governmental authorities having jurisdiction over the Project.

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

12.7 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

12.8 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

12.9 The Consultant shall, at no additional cost to County, re-perform Services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

12.10 The Consultant shall use skilled and competent personnel to perform the Services.

13.0 Insurance

13.1 General Provisions

13.1.1 The Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below and provide the County with a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the County.

13.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of the County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A" category and size category of VIII.

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$100,000.00 without the permission of the County.

13.1.4 Any failure by the Consultant to comply with the requirements of this section to provide insurance, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance;

13.1.5 The County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

13.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

13.1.7 All Consultants' sub-consultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

13.1.8 In the event that sub-consultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the sub-consultants' insurance coverage.

13.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

13.2 Comprehensive Automobile Liability Insurance. \$1,000,000/\$1,000,000 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

13.3 Commercial General Liability. \$1,000,000/\$2,000,000 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

13.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

13.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

13.3.3 Policy must include Separation of Insureds Clause.

13.4 Professional Liability Insurance. \$2,000,000/\$2,000,000 for design errors and omissions, exclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the project is completed.

13.6 Worker's Compensation. Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

13.7 Employers' Liability. \$1,000,000.

14.0 Indemnification

14.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the County and the Consultant agree to allocate such liabilities in accordance with this Section 14.0.

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

14.2.2 The County's review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

14.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of sub-consultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

14.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Section 14.0 shall survive as if the Agreement were in full force and effect.

15.0 **Independent Contractor**

15.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

15.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

15.3 The Consultant shall work closely with the County in performing Services under this Agreement.

15.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

15.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16.0 **Authority to Practice**

16.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

17.0 **Compliance with Laws**

17.1 In performance of the Services, the Consultant will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

18.0 **Subcontracting**

18.1 The County reserves the right to accept the use of any proposed subcontractor or sub-consultant of the Consultant (for purposes of this Section 18.0 referred to as a "sub-consultant"), or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant.

18.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new sub-consultant by the County. Failure of a sub-consultant to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

19.0 **Federal and State Taxes**

19.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

20.0 **Public Entity Crimes**

20.1 The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

21.0 County's Responsibilities

21.1 The County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by Consultant, including existing reports, studies, financial information, and other required data that are available in the files of the County.

22.0 Termination of Agreement

22.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

22.2 This Agreement may be terminated by the County, in whole or in part, at any time, for the County's convenience with or without cause immediately upon written notice to the Consultant.

22.3 Unless the Consultant is in breach of this Agreement, subject to the cure period provided in Section 42.1 below, by delivering written notice to the Consultant.

22.4 After receipt of written notice of termination of this Agreement, and except as otherwise directed by the County, the Consultant shall:

22.4.1 Stop work on the date and to the extent specified.

22.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

22.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

22.4.4 Continue and complete all parts of the work that have not been terminated.

22.5 The Consultant shall be paid for Services actually rendered to the County's satisfaction through the date of termination.

23.0 Uncontrollable Forces (Force Majeure)

23.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable,

removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

24.0 Governing Law and Venue

24.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

25.0 Non-Discrimination

25.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

26.0 Waiver

26.1 A waiver by either the County or the Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

27.0 Severability

27.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

27.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

27.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

27.4 The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

28.0 Entirety of Agreement

28.1 The County and the Consultant agree that this Agreement sets forth the entire understanding between the parties as to the subject matter contained herein, and that there are no promises or understandings between the parties other than those stated herein.

28.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the County and the Consultant pertaining to the Services, whether written or oral.

29.0 Modification

29.1 This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

30.0 Successors and Assigns

30.1 The County and the Consultant each binds itself and its partners, successors, assigns, executors, administrators and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

30.2 The Consultant shall not assign this Agreement without the prior express written approval of the County by written executed Amendment by both parties, which approval may be withheld in the County's sole and absolute discretion.

30.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed Amendment.

31.0 Contingent Fees

31.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

32.0 Truth-In-Negotiation Certificate

32.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

32.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Certificate within one (1) year following payment.

3.0 Ownership of Documents

33.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, drawings, or other information, except for the Instruments of Service, as defined in Section 47 herein, shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County's use or distribution of these documents for purposes other than those originally intended by the Consultant.

34.0 Access and Audits

34.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

34.2 Misrepresentations of billable time or Reimbursable Expenses as determined by the County Auditor to Polk County, a political subdivision of the State of Florida shall result in the recovery of any resulting overpayments. The County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

34.3 Intentional misrepresentations of billable hours and Reimbursable Expenses will be criminally prosecuted to the fullest extent of the law.

34.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

35.0 Notice

35.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County:	Polk County Procurement Division P.O. Box 9005, Drawer AS05 Bartow, FL 33831-9005 Attn: Procurement Director
As to Consultant:	Doug Kleppin, Principal, AIA The S/L/A/M Collaborative, Inc. 150 N. Orange Ave Suite 420 Orlando, FL 32801

35.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Email is acceptable notice effective when received, however, Emails received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

35.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Consultant and the County.

36.0 Service of Process

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: The S/L/A/M Collaborative, Inc.
150 N. Orange Ave Suite 420
Orlando, FL 32801
Attn: Doug Kleppin, Principal, AIA

37.0 Key Personnel

37.1 The Consultant shall notify the County in the event of key personnel changes which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to any such changes. The Consultant, at the County's request, shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel.

The following personnel shall be considered key personnel:

Name: Shane Clark

Name: Jessica Mallo

Name: Julie Newberry

Name: Barbara Vallella

Name: Keith Whipple

38.0 Annual Appropriations

38.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

39.0 Liquidated Damages

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services

deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Consultant's failure described above.

40.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the consultant hereto, and any subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subconsultant. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

41.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

42.0 Default and Remedy

42.1 If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and

all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

43.0 Attorneys' Fees and Costs

43.1 Except as stated in Section 14.2.1, above, in connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

44.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7670

EMAIL: RMLO@POLK-COUNTY.NET

45.0 Americans with Disabilities Act

45.1 The Consultant shall conform its Drawings and Specifications to the requirements of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), but County shall be responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). County and Consultant further recognize that interpretations of ADA by governmental officials and/or courts of law may vary or change. Should such variance or change adopted after the date the 100% Design Development are completed, require the Consultant to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 Additional Definitions

46.1 **Contract Documents** means this Agreement, the County's Construction Contract with the Contractor, the Plans, Specifications, General Conditions and related Construction Documents or any other documents incorporated by reference.

46.2 **Cost of the Work** shall be the total cost or, to the extent the Project is not completed, the estimated cost to the County of all elements of the Project designed or specified by the Consultant.

46.2.1 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the County and equipment designed, specified, selected or specially provided for by the Consultant, including the costs of management or supervision of construction or installation provided by a separate contractor.

46.2.2 The Cost of the Work does not include the compensation of the Consultant and the Consultant's sub-consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the County.

46.3 **Final Completion** means that the following items have been completed or satisfied:

46.3.1 Construction of the Work is completed, in accordance with the Contract Documents and certified as such by the County and Consultant.

46.3.2 The Project is suitable for full use and occupancy as determined by the County and Consultant.

46.3.3 All Punch list items have been completed or otherwise disposed of or accounted for to the County's satisfaction and approval.

46.3.4 A final Certificate of Occupancy and all other permits and approvals required have been legally and validly issued.

46.3.5 All required guarantees, affidavits, releases, bonds and waivers, manuals, record drawings, warranties and maintenance books including the Final Completion form have been delivered to the County.

46.4 **Punch list** means a list of items of work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to final acceptance.

46.5 **Schedule of Values** means the schedule to be used as a basis for progress payments to be made to the Contractor by the County during performance of the work, based on the then current percentage of progress of construction of the Project, subject to the approval of the Consultant.

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Contractor will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

46.7 **Substantial Completion Date** means the date, certified by the Consultant, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and a Certificate of Occupancy issued, so that the County can reasonably occupy or utilize the Project, or designated portion thereof, for its intended use.

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

47.1.1 Original drawings, specifications and other documents, including those in electronic form (but not including functionally required elements of a building, standard configuration of spaces, and other standard, functional design elements not subject to copyright protection) prepared by the Consultant and the Consultant's sub-consultants are Instruments of Service for use solely with respect to this Project. The Consultant and the Consultant's sub-consultants shall be deemed the authors of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants

consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

47.1.4 If the Consultant is required to deliver any Services hereunder in the form of electronic encoded media, the printed representation of such media furnished by the Consultant shall be the official records of the Consultant's service provided upon completion of those Services and payment in full. The County shall have a right to rely on such printed representation in connection with any subsequent modification of such electronic media and agrees to hold the Consultant harmless from all cost and expense, including attorney's fees, from claims which arise out of modification or re-use of such electronic media or printed representation by or on behalf of the County without the Consultant's consent. Under no circumstances shall transfer of Drawings and other Instruments of Service on electronic media for use by the County, be deemed a sale by the Consultant, and the Consultant makes no warranties of merchantability or fitness for a particular purpose.

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.9, and to any Reimbursable Expenses described in Section 10.0.

47.2.2 If any of the following circumstances affect the Consultant's Services for the Project, the Consultant shall be entitled to an appropriate adjustment in the Consultant's schedule and compensation:

47.2.2.1 Change in the instructions or approvals given by the County that constitute material changes to the Project parameters set forth above and which necessitate revisions in Instruments of Service;

47.2.2.2 Enactment or revision of codes, laws or regulations or official interpretations, which necessitate changes to previously prepared Instruments of Service;

47.2.2.3 Significant change in the Project including, but not limited to, size, quality, complexity, the County's schedule or budget, or procurement method; or

47.2.2.4 Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Consultant is party thereto.

47.3 ACCELERATED COMPLETION OF DESIGN PACKAGES. In order to minimize construction problems and change orders, the Consultant's standard practice requires the completion of detailed working drawings, submission for review and comment by reviewing agencies and incorporation of those comments and/or changes prior to bidding and entering into firm construction contracts. However, County may choose to accelerate the completion of the Project so that it may be completed in a shorter time period than would normally be required. Should the County choose to make this selection, it shall not be considered Fast Track, or in any way relieve the Consultant of its responsibilities and obligations set forth herein.

47.4 PHOTOGRAPHY. Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Client/Owner, would seriously compromise Client/Owner's business interests or facility security. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Client/Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Consultant the unlimited right to publish photographs of the Project as described above.

48.0 **Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

49.0 Unauthorized Alien(s)

49.1 The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. The Form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the Consultant and submitted as part of this Agreement.

50.0 **No Construction Against Drafter**

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE
AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Attest:

STACY BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, T.R. Wilson
Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

Michael Wilson 9/22/25
County Attorney's Office Date

ATTEST:

The S/L/A/M Collaborative, Inc.
a Connecticut corporation

Brenda J. Johnson
Assistant Secretary
Corporate Secretary

By: *[Signature]*

Brenda J. Johnson
Print Name

Dwight S. Kauton
Print Name

Treasurer
Title

Date: 09/29/2025

Date: 09/29/2025

**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 25-185

PROJECT NAME: Architectural and Engineering Services for
the Courts & County Annex Building

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (COUNTY), WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

THE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: THE S/L/H/M COLLABORATIVE, LLC.

[Signature]

Treasurer

09/29/2025

Signature

Title

Date

STATE OF: Connecticut

COUNTY OF: Hartford

The foregoing instrument was signed and acknowledged before me this 29th day of

September, 2025, by Daniel S. Kantor who has produced

No.: 194954786 (Print or Type Name)
CT Driver's License - as identification.

(Type of Identification and Number)

Janet A. Bracken

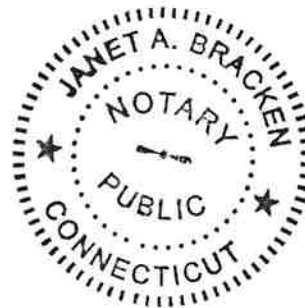
Notary Public Signature

Janet A. Bracken

Printed Name of Notary Public

SNPC.0117098/11-30-2027

Notary Commission Number/Expiration



JANET A. BRACKEN
NOTARY PUBLIC
My Commission Expires Nov. 30, 2027

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I DAVID S. KORTON, TREASURER (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The S/L/A/M Collaborative, Inc.

NONGOVERNMENTAL ENTITY



SIGNATURE



PRINT NAME



TITLE



DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: Architectural and Engineering Services for the Courts & County Annex Building

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 29th day of SEPTEMBER, 2025.

ATTEST:

CONTRACTOR:

By: Brenda J. Johnson
PRINTED NAME: Brenda J. Johnson
Its: Assistant Secretary

By: [Signature]
PRINTED NAME: DANIEL S. KAUTER
Its: Treasurer



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
THE S/L/A/M COLLABORATIVE, INC.

Filing Information

Document Number F00000003024
FEVEIN Number 06-0950562
Date Filed 05/24/2000
State CT
Status ACTIVE

Principal Address

80 Glastonbury Blvd
Glastonbury, CT 06033

Changed: 02/25/2023

Mailing Address

80 GLASTONBURY BLVD.
GLASTONBURY, CT 06033

Changed: 01/10/2018

Registered Agent Name & Address

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702

Name Changed: 06/25/2018

Address Changed: 01/29/2019

Officer/Director Detail

Name & Address

Title Treasurer, Director

Kantor, Daniel S
80 Glastonbury Blvd
Glastonbury, CT 06033

Title Secretary, Director

Morhardt, Kemp
80 Glastonbury Blvd
Glastonbury, CT 06033

Title Assistant Secretary

Johnson, Brenda
80 Glastonbury Blvd
Glastonbury, CT 06033

Title Assistant Treasurer

Conway, Lucille
80 Glastonbury Blvd
Glastonbury, CT 06033

Title President, Director

Coles, Gregory
2290 E. Maple Avenue
El Segundo, CA 90245

Title Chair, Director

Finucane, Terri L
80 Glastonbury Boulevard
Glastonbury, CT 06033

Title Director

Polvino, Richard A
250 Summer Street, 4th Floor
Boston, MA 02210-1135

Title Director

Herrick, Kevin
80 Glastonbury Blvd
Glastonbury, CT 06033

Title Director

Doherty, Steven R.
80 Glastonbury Blvd.
Glastonbury, CT 06033

Title Director

Rhoades, Mark N.
80 Glastonbury Blvd.
Glastonbury, CT 06033

Annual Reports

Report Year	Filed Date
2023	02/25/2023
2024	03/27/2024
2025	04/10/2025

Document Images

04/10/2025 - ANNUAL REPORT	View Image in PDF format
03/27/2024 - ANNUAL REPORT	View Image in PDF format
02/25/2023 - ANNUAL REPORT	View Image in PDF format
04/07/2022 - ANNUAL REPORT	View Image in PDF format
04/12/2021 - ANNUAL REPORT	View Image in PDF format
04/09/2020 - ANNUAL REPORT	View Image in PDF format
04/22/2019 - ANNUAL REPORT	View Image in PDF format
06/25/2018 - Reg. Agent Change	View Image in PDF format
01/10/2018 - ANNUAL REPORT	View Image in PDF format
04/17/2017 - ANNUAL REPORT	View Image in PDF format
04/28/2016 - ANNUAL REPORT	View Image in PDF format
03/25/2015 - ANNUAL REPORT	View Image in PDF format
03/24/2014 - ANNUAL REPORT	View Image in PDF format
03/08/2013 - ANNUAL REPORT	View Image in PDF format
03/23/2012 - ANNUAL REPORT	View Image in PDF format
03/28/2011 - ANNUAL REPORT	View Image in PDF format
03/10/2010 - ANNUAL REPORT	View Image in PDF format
10/30/2009 - Reg. Agent Change	View Image in PDF format
03/10/2009 - ANNUAL REPORT	View Image in PDF format
03/06/2008 - ANNUAL REPORT	View Image in PDF format
02/28/2007 - ANNUAL REPORT	View Image in PDF format
03/06/2006 - ANNUAL REPORT	View Image in PDF format
03/14/2005 - ANNUAL REPORT	View Image in PDF format
03/04/2004 - ANNUAL REPORT	View Image in PDF format
02/11/2003 - ANNUAL REPORT	View Image in PDF format
02/26/2002 - ANNUAL REPORT	View Image in PDF format
02/08/2001 - ANNUAL REPORT	View Image in PDF format
05/24/2000 - Foreign Profit	View Image in PDF format

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the Courts & County Annex Building here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-185, Architectural and Engineering Services for the Courts & County Annex Building

Description: Review the current and future needs of the 10th Judicial Circuits Courts and the Polk County Board of County Commissioners administration building, update the 2014 Master Plan, and provide an estimate for the construction of a new courts and county annex building. Pending funding availability provide design, bidding and construction administration services.

Receiving Period: Prior to 2:00 p.m., Wednesday, March 5, 2025

Bid Opening: Wednesday, March 5, 2025, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held February 11, 2025, 10:00 a.m. at the Polk County Administration building, located at 330 W. Church St, Fourth Floor, Room 413, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the 2014 Master Plan please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 25-185, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, February 19, 2025, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor’s responsibility to verify if addenda have been issued.

RFP Number: 25-185

RFP Title: Architectural and Engineering Services for the Courts & County Annex Building

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County's secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-185, Architectural and Engineering Services for the Courts & County Annex Building” and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-185
RFP Title	Architectural and Engineering Services for the Courts & County Annex Building
Due Date/Time:	March 5, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 25-185 Tab 1”

“RFP 25-185 Tab 2”

"RFP 25-185 Tab 3"

"RFP 25-185 Tab 4"

"RFP 25-185 Tab 5"

"RFP 25-185 Tab 6"

"RFP 25-185 Tab 7"

"RFP 25-185 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-185

Architectural and Engineering Services for the Courts & County Annex Building

Sealed proposals will be received in the Procurement Division, Wednesday, **March 5, 2025, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by February 19, 2025, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for "the Courts & County Annex Building," the Project.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Consulting Agreement with one (1) architectural firm.

The County will negotiate a fee schedule and or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The rapid growth of Polk County in the past few years has caused an increase in residential needs of government services resulting in over-crowding in our courts and administration buildings. As a result, we are need of an update to the 2014 Master Plan to address the over-crowding as well as look at the future needs of the 10th Judicial Circuit Courts and Polk County Board of County Commissioners Administration Building.

SCOPE OF SERVICES

The County's intent is to select an experienced architectural firm to provide architectural and engineering services in multiple phases. The first phase includes updating the existing 2014 Master Plan by evaluating the 10th Judicial Circuit Courts current and future needs and review of the Polk County Administration building which will focus on over-crowding in the building. The results of the updated master plan will be used to provide programing and an initial cost estimate to construct a new Courts & County Annex Building.

The second phase will begin upon completion of programing and the initial estimate. Contingent upon available funding, an amendment to the contract will be negotiated with the selected A&E firm to provide a complete project design from schematic design through contract administration which includes all drawings and specifications required to bid the project and construct the building.

The site will be located at 455 North Broadway, Bartow, Florida 33830.

The County will negotiate a lump sum cost for the first work phase with the selected Architectural firm during Elevation Level 4 (Contract Negotiations).

Architectural and engineering services are to include, but are not limited to, the following work categories necessary to permit and construct the new buildings:

- a. Attend and participate in all design progress/review meetings.
- b. Participate in all modeling reviews and reporting.
- c. Provide all programming, schematic design (SD), design development (DD), and construction document (CD) level design documents.
- d. Detailed cost estimates.
- e. Provide constructability design reviews and reporting.
- f. Participate in all value engineering design reviews and reporting.
- g. Participate in master project scheduling and reporting services.
- h. Attend all pre-bid meetings.
- i. Provide bidding assistance review services.
- j. Attend all bid related meetings.
- k. Participate and provide all site and buildings permitting signed and sealed document services.
- l. Provide all design and sub consulting services.
- m. Participate in all pre-construction and construction progress coordination meetings, and review applications for payment.
- n. Coordinate and participate in all closeout documentation requirements and meetings.
- o. Provide complete design documents and specifications.

AGREEMENT

The term of this agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.

- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for a master plan and design project.(Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person

- b) Name, title and project assignment
- c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project. (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide:
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services.
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a "Polk County Entity"? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity, but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located, and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the

performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative

sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the Facilities Management Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows
 - Average Score between 9-10 10 Points
 - Average Score between 7-8 8 Points
 - Average Score between 5-6 6 Points
 - Average Score between 3-4 4 Points
 - Average Score between 1-2 2 Points
 - Average Score of 0 0 Points

BID OPENING

Proposers attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4) 5 points
 - W/MBE Certification (Tab 5) 5 Points
 - Surveys of Past Performance (Tab 8) 10 points
 - Subtotal Points 20 points

by the process stated under each corresponding Tab description as set forth on Pages 9-11.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 35 Points
 - Experience, Expertise, (Tab 3) 35 Points
Personnel, and Technical Resources
 - Interaction w/ County & Regulatory (Tab 6) 5 points
Agencies
 - Timely Completion of Projects(Tab 7) 5 points
 - Subtotal Points 80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that

exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- **VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- **UNACCEPTABLE (0.0):**

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee

member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers

elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by

the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of

Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A copy of the Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be

awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Master Plan Services for Hillsborough County Administration Building), Etc.
COST OF SERVICES	Cost of services (\$200,000)
DATE COMPLETE	Date when the services were completed. (i.e. 2/12/2015)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building**

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I _____ (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building
Addendum #1**

Question 1: What Tab should Submittal Documents and Signed Addendums be put under?

Answer 1: Please place these items in "Tab 1, Executive Summary," after item "e."

Question 2: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's?

Answer 2: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

- i. The survey questions are the same
- ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
- iii. The survey submitted is for one of the projects identified under Tab 3.
- iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 3: What is the proposed budget for the new building?

Answer 3: As stated at the pre-proposal meeting, the estimated cost of the project is unknown at this point in time until the masterplan is updated. Based upon what is currently known, the project cost could be anywhere from \$30 million to \$50 million.

Question 4: Are the firms or individuals that participated in the development of the 2014 masterplan precluded from submitting?

Answer 4: No, the 2014 Master Plan performed was provided to all Proposers on the FTP Site. Previous firm does not have any additional information, all available information has been provided to all proposers.

Question 5: What is the anticipated project schedule?

Answer 5: The County anticipates 3-4 months for the masterplan update, programming and cost estimating.

Question 6: If a local consultant creates a Joint Venture with an out of state Architect, will that out-of-state architect be required to attend the pre-proposal meeting?

Answer 6: No, only 1 representative from the partnership (joint venture) is required to attend.

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building
Addendum #1

Question 7: 1) In the arrangement above, will our firm and the out-of-state firm need to provide a Joint Venture agreement that is submitted with the RFQ submission in order to use the out-of-state firm's projects and associated references? 2) Will the AIA C101-2018 Joint Venture Agreement be acceptable for this agreement?

Answer 7: 1) Yes, the joint venture agreement must be submitted with RFP proposal to utilize references from their partner in Tab 3. 2) Yes.

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building
Addendum #2**

Question 1: If submitting proposals electronically, do we need to submit a separate PDF file for each tab? Or can we submit a single PDF that includes all the tabs?

Answer 1: Yes, proposers will need to submit separate PDF files for each tab. Please see RFP 25-185 Proposal Package, Page 3-4 for Electronic Proposals Submittal Instructions with upload and name convention instructions.

Question 2: Can you tell us who will be on the selection committee?

Answer 2: Yes, reminder proposers cannot reach out to committee members. This is an active solicitation and we're in the cone of silence; all questions must go through Procurement.

1. Keith Tate
2. John Bohde
3. Darrell Johnson
4. Commissioner Troutman
5. Stacey Hoskins

Question 3: Is the County willing to add the following language to the contract pertaining to design individuals: PURSUANT TO FLORIDA STATUTE §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE?

Answer 3: Changes to the agreement will be during negotiations with the awarded architectural firm.

Question 4: Is the County willing to revise the indemnification section?

Answer 4: Changes to the agreement will be during negotiations with the awarded architectural firm.



**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 1
Executive Summary**





March 5, 2025

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: Architectural & Engineering Services for the Polk County Courts & County Annex Building

Dear Selection Committee,

We deeply appreciate the opportunity to present our team's qualifications to provide Architectural and Engineering services for the Courts and County Annex Building for Polk County. SLAM has enjoyed recent and continuing success working with Polk County and believe we are uniquely qualified for this project. Our team understands Polk County and brings extremely relevant and current/active project experience working with Polk County Facilities group, local officials, utilities, and courthouse user groups. These relationships will be invaluable to this project and will facilitate design consensus and required approvals.

OUR QUALIFICATIONS

We are a national, full-service architecture firm that embraces the full potential of collaboration. It's what defines everything we do, from the way we structure and operate our business to the way we design and deliver our work. Because for us, collaboration is not just part of a process. It's an essential, every-day practice that keeps us completely connected to our clients, our work, and to each other.

OUR EXPERIENCE

The foundation of our practice has been a commitment to continued exceptional service to our clients. We have been fortunate to have several long-term relationships within the area. SLAM offers extensive expertise delivering design services for several Central Florida County government campuses, and—in the last 15 years—has completed justice projects for several counties in Central Florida including Lake County, Pasco County, Orange County, Pinellas County, Osceola County, and many others.

OUR TEAM

The SLAM team, led by myself, has the depth of experience in local and Federal courts that will be invaluable in the evaluation, planning, and future design of this project. SLAM will be providing full Architectural and Interior Design Services as well and Landscape Architecture. We have combined our expertise with Straughn Trout Architects (STA) to provide a team with unparalleled relevant project experience. STA has completed more than 500+ public sector design projects in Polk County, and have been recognized with numerous design and community awards for their long-standing impact on the local built environment. Our two firms, with additional support from our other consultants, will deliver the ideal balance of creativity and practicality to this public project, much like we did with the Polk County Northeast Government Center.

In submitting the following proposal and responses, we hope to convey not only the depth of expertise, knowledge and creativity we bring to the design services for Polk County, but also the inclusive, energetic and rigorous design exploration we will undertake to achieve its full potential. We look forward to the opportunity to discuss the project in more detail and to present our team to you in person.

Thank you,

Doug Kleppin, AIA, LEED AP
Principal-in-Charge
p. 407.992.6368

The S/L/A/M Collaborative, Inc.
150 N. Orange Ave | Suite 420 | Orlando, FL 32801
o 407 992.6300

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: The SLAM Collaborative, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 06-0950562

Address: 150 N Orange Ave Suite 420

City: Orlando

State: FL

Zip Code: 32801

County: Orange County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Doug Kleppin, AIA

Phone Number: 407.992.6368

Cell Phone Number: 407.234.5249

Email Address: Dkleppin@slamcoll.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Connecticut

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.


Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature:  _____

Printed Name: Doug Kleppin, AIA

Title: Principal-in-Charge

Company: The SLAM Collaborative, Inc.

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions and answers.

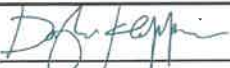
Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: Doug Kleppin, AIA

Title: Principal-in-Charge

Company: The SLAM Collaborative, Inc.

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: The SLAM Collaborative, Inc.

Signature: [Signature]

Title: CFO

Date: 2/20/25

State of: Connecticut

County of: Hartford

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of February, 2025, by Daniel S. Kantor (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

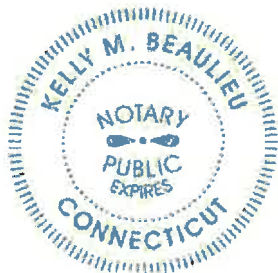
Notary Public Signature: Kelly M. Beaulieu

Printed Name of Notary Public: KELLY M. BEAULIEU

NOTARY PUBLIC

Notary Commission Number and Expiration: _____ My Commission Expires Jan. 31, 2027

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

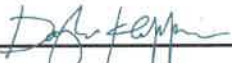
1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Doug Kleppin, Principal-in-Charge (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The SLAM Collaborative, Inc.

NONGOVERNMENTAL AGENCY



SIGNATURE

Doug Kleppin, AIA

PRINT NAME

Principal-in-Charge

TITLE

February 24, 2025

DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Contractor, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Contractor or subcontractor. The Contractor acknowledges and agrees that (i) the County and the Contractor may not enter into the Contract, and the Contractor may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 5 day of March, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: The SLAM Collaborative

PRINTED NAME: Doug Kleppin, AIA

Its: Principal-in-Charge



SLAM

EXECUTIVE SUMMARY



ADDRESS

The SLAM Collaborative
150 N. Orange Ave
Suite 420
Orlando, FL 32801
Phone: 407.992.6300

Contact: Doug Kleppin, AIA
Dkleppin@slamcoll.com
Phone: 407.992.6368

YEARS IN BUSINESS

49 years

OF EMPLOYEES

290

FIRM INFORMATION

The SLAM Collaborative, Inc. (SLAM) has grown to be one of the largest, professionally managed, and stable design firms in the eastern United States, with origins dating back to 1976. SLAM is noted for its depth and range of available expertise and resources, and by its commitment to ensure that all work is well designed and successfully implemented. SLAM is a licensed Architectural, Landscape Architecture, Interior Design, Structural Engineering, and Construction Management firm. The multi-disciplined nature of our firm enables our staff to gain an understanding of related professions necessary for project development. This cross-pollination is why we excel at a wide variety of assignments. Through strategic growth and expansion, the firm has continued to strengthen its specialty practice areas of justice, civic, corporate, healthcare, and education projects.



90
justice projects



850
courtrooms



\$2B
construction



14M
square feet



QA/QC

Our National Justice Studio is not just a justice programming and planning firm, we're a full-service design firm that delivers architectural solutions that are functionally efficient and award-winning. We are consistently ranked among the top professional services firms by Engineering News-Record and Building Design + Construction, and have earned over 75 industry awards, including AIA's Citation Award for the Long Beach Courthouse P3/integrated project delivery design competition. Our national justice studio has made an impact to public architecture at the state and national level. SLAM's justice practice has been recognized continuously since 1988 by the AIA's Academy of Architecture for Justice in their annual Justice Facilities Review design awards. The work from our justice studio was featured in the National Center for State Court's Retrospective of Courthouse Design (2010-2020) with four projects included in the publication.

Successful buildings require both vision and pragmatism. Our practice is dedicated to producing inspiring environments that are sustainable, flexible, and functional, and connect people to each other and to their work in exciting, unexpected ways. SLAM design promotes spontaneity, innovation and collaboration; encourages interdisciplinary efforts and problem-solving; accommodates changing technology; and reflects the vision of owners, users, and community. Our team specializes in planning and design of efficient, flexible, and functional facilities that promote team building and interactive collaboration, and provide a human-scale, comfortable working environment.

SLAM LICENSES

SLAM and our sub-consultants are licensed in the State of Florida. Sub-consultants licenses are available upon request.

State of Florida
Department of State

I certify from the records of this office that THE S/L/A/M COLLABORATIVE, INC. is a Connecticut corporation authorized to transact business in the State of Florida, qualified on May 24, 2000.

The document number of this corporation is F00000003024.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 27, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of January, 2025



Secretary of State

Tracking Number: 9749973860CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sosbills.org/Filings/CertificateOfStatus/CertificateAuthentication>

2024 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F00000003024

Entity Name: THE S/L/A/M COLLABORATIVE, INC.

Current Principal Place of Business:

80 GLASTONBURY BLVD
GLASTONBURY, CT 06033

Current Mailing Address:

80 GLASTONBURY BLVD.
GLASTONBURY, CT 06033 US

FEI Number: 06-0950562

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH STREET N.
SUITE 300
ST. PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	TREASURER	Title	SECRETARY
Name	KANTOR, DANIEL S	Name	MORHARDT, KEMP
Address	80 GLASTONBURY BLVD	Address	80 GLASTONBURY BLVD
City-State-Zip:	GLASTONBURY CT 06033	City-State-Zip:	GLASTONBURY CT 06033
Title	ASSISTANT SECRETARY	Title	ASSISTANT TREASURER
Name	JOHNSON, BRENDA	Name	CONWAY, LUCILLE
Address	80 GLASTONBURY BLVD	Address	80 GLASTONBURY BLVD
City-State-Zip:	GLASTONBURY CT 06033	City-State-Zip:	GLASTONBURY CT 06033
Title	PRESIDENT	Title	CHAIR
Name	COLES, GREGORY	Name	FINUCANE, TERRI L
Address	2290 E. MAPLE AVENUE	Address	80 GLASTONBURY BOULEVARD
City-State-Zip:	EL SEGUNDO CA 90248	City-State-Zip:	GLASTONBURY CT 06033
Title	DIRECTOR	Title	DIRECTOR
Name	POLVINO, RICHARD A	Name	HERRICK, KEVIN
Address	280 SUMMER STREET, 4TH FLOOR	Address	80 GLASTONBURY BLVD
City-State-Zip:	BOSTON MA 02210-1135	City-State-Zip:	GLASTONBURY CT 06033

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears above, or on an attachment with all other filers empowered.

SIGNATURE: LUCILLE CONWAY

ASSISTANT TREASURER 03/27/2024

Electronic Signature of Signing Officer/Director Detail

Date

Officer/Director Detail Continued :

Title	DIRECTOR	Title	DIRECTOR
Name	DOHERTY, STEVEN R.	Name	RHOADES, MARK N.
Address	80 GLASTONBURY BLVD.	Address	80 GLASTONBURY BLVD.
City-State-Zip:	GLASTONBURY CT 06033	City-State-Zip:	GLASTONBURY CT 06033

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES


KLEPPIN, DOUGLAS DALE
S/L/A/M COLLABORATIVE INC
1075 CORRIE DRIVE
ORLANDO FL 32834

LICENSE NUMBER: AR0047145
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

ISSUED: 02/27/2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AR102021
EXPIRATION DATE: FEBRUARY 28, 2027
THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CLARK, SHANE W
743 EDGEWATER DRIVE
ORLANDO FL 32804

ISSUED: 02/10/2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

LICENSE NUMBER: AR100083
EXPIRATION DATE: FEBRUARY 28, 2027
THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MALLO, JESSICA RAE
512 LAKE FAIR LN
WINTER PARK FL 32789

ISSUED: 12/15/2024
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES


WHIPPLE, KEITH DOUGAL
2715 HARGILL DRIVE
ORLANDO FL 32806

LICENSE NUMBER: LA0001403
EXPIRATION DATE: NOVEMBER 30, 2025
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**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 2
Approach to Project**



TAB 2 - APPROACH TO PROJECT

PROJECT APPROACH

We are a national, full-service architecture firm that embraces the full potential of collaboration. It's what defines everything we do, from the way we structure and operate our business to the way we design and deliver our work.

Because for us, collaboration is not just part of a process. It's an essential, every-day practice that keeps us completely connected to our clients, our work, and to each other.

Our studios and their services are integrated, driven by the constant sharing of creativity, expertise, and knowledge. We intentionally structure our teams so that we're able to better connect with and serve the many unique needs of every location. And we bring our clients deep into the design process, immersing them in an iterative design experience that's shaped by the open exchange of ideas and aspirations.

As champions and daily practitioners of collaboration, we ensure that the people involved with and experiencing our work feel that they have been — and always will be — at the center of it.

The SLAM team has developed a successful and innovative method for delivering a broad range of services through our courthouse experience with Polk County, Osceola County, Lake County, Orange County, and our continuing service to City of Orlando, GSA, US Army Corps of Engineers, Disney World, FDOT and GOAA. No matter the scope of services, from needs assessment to studies to construction documents, SLAM's project approach for project management are the same: we will deliver uplifting, human-centered design solutions by nurturing a culture of connection and fully embracing the essential practice of collaboration.



PROGRAM VALIDATION

Information from previous reports will be reviewed, and relevant analysis and conclusions will either be incorporated or refined, as appropriate. On-site interviews will be conducted with representatives from each agency. The interviews focus on the following information: agency mission and function, current and future operations, agency organization, factors influencing staffing patterns, historical and projected staff, volume of public contact, current spatial conditions, current operational and physical conditions, technology requirements, records retention requirements, security requirements, preferred adjacency requirements and opportunities for consolidation. Often, current operations have been influenced or even determined by existing spatial conditions. The interviews challenge agency staff to think in terms of preferred methods of operation.

SLAM will review case load and utilization data and other programmatic documents. This data may include cases filed, number of judges assigned, courtroom sessions, security screenings, and custody volumes of all existing spaces

SLAM provides a national perspective of best practices in courthouse programs and services to determine projected growth and trends, to reflect current and future space needs, and to establish a set of parameters for development of the program. Space needs may include court sets, transaction spaces, court offices, detention and security functions, and other applicable support spaces. We will create a revised tabular space program, expressed in net square feet with net to gross ratios and gross square feet requirements, that compares existing conditions, projected space needs, and "right-sized" conditions, based on current trends and industry standards for new courthouse projects. The space program shall define the area of all rooms and services/departments in the new facility and overall building size. The program will have an accompanied narrative that outlines the benefits of current trend/best-practice recommendations and cite precedent usage/adoption.

TAB 2 - APPROACH TO PROJECT



Best practices in courthouse design are expected to include reduced or shared use of court functions/spaces, technological transformations, design specifics for implementing space efficient justice trends.

With a consensus on space needs, we can begin to visualize and illustrate the scale and impact of this growth through conceptual planning. Concept Planning synthesizes the analysis of space needs and facility opportunities into a workable plan. The study will produce design options which will include various occupancy scenarios and building options which reflect critical operations, security of all occupants and critical adjacencies and public access.

Cost estimates and implementation strategies will be prepared. During this concept planning, preliminary project schedules and cost estimates will be updated and refined. We will utilize in-house cost estimating staff and verify with the local construction market to establish facility budgets. Our estimating team has a proven track record of accurate and realistic cost estimates. The implications of the timing of various building options will be considered on the basis of probable construction and project costs. Construction costs will be calculated based on a general cost per square foot and will also include associated project costs for fees, furniture, fixtures, and equipment, contingency costs, and inflation factors.

MANAGEMENT & SCHEDULING

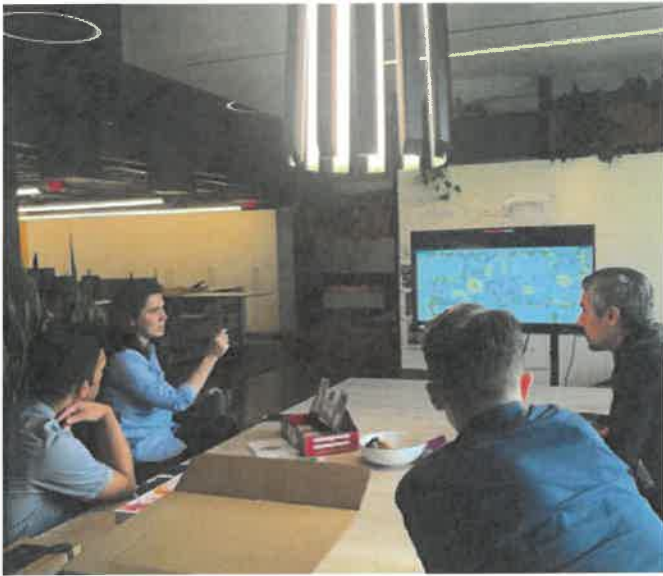
Achieving design excellence hinges on successful project management. Planning, organizing, directing, and controlling workflow are essential components of an insightful and anticipatory management plan to control the overall project development process. The most important tool is communication and engagement. Our team will take an active role in maintaining open lines of dialogue among the County and team member firms throughout the project process so that all parties are apprised of the project's development, critical design, technical and/or budget issues to be resolved as they arise. Clear lists of deliverables are provided at each stage. These lists are published to the team and percentage completion against items are reported at regular progress meetings. We will develop a work plan identifying tasks as well as information required from others, from the detailed internal and external deliverable lists. These lists are agreed upon by all parties involved. Throughout the project, tasks, schedule, and budget are mapped and updated on a regular and ongoing basis. The client group will be kept abreast of any decisions that may be required from them via the on-going 'to-do' list and regular meeting agendas, minutes and/or status reports. The success of these tools and methods is evident in the team's reputation for on-time and on-budget project completions.

COST CONTROL

While a truly successful project is ultimately one that is remembered for the value it creates, cost is a fundamental and critical element of the design process. The design team has a key role to play in the development of robust cost plans as the project develops. The starting points are the project program – client and user requirements – balanced with respect to the available budget. Innovative architectural thinking has the potential to transform and combine functionalities into new combinations that benefit not only the architectural vision but also the cost of the project. The design team will work closely with CMI, our cost estimating consultant and the Contractor to maintain a constant dialogue between the cost implications of all design decisions. Starting with the Conceptual Design phase, construction estimates, and cost plans will be prepared at key milestones (SD, DD, CD) until the design team is satisfied that the proposed design can deliver the project within budget.

As the project gains complexity in its design refinement, sharing a coordinated 3-D model with the Contractor will further enhance the team's ability to understand design intent and ensure that subsequent construction cost estimates are realistic and accurate.

TAB 2 - APPROACH TO PROJECT



DESIGN MANAGEMENT

A key factor in our success is our commitment to provide a consistent team to the task, as this helps us manage expectations and prevents “learning curve” issues. The team proposed for this contract consists of experienced architects and engineers, including Shane Clark, SLAM’s Project Manager, who will be the day-to-day contact for the project and will be responsible for all verbal and written communication between the project team. At the beginning of the project, Shane will document all design requirements, project criteria, budgets and schedule in a workplan format and share these with all team members, including Polk County. Designs by all professionals will be coordinated on a real time basis through our Revit software models. Early engagement of the county into our design team is encouraged, to assist with alternative budget sensitive options, or when restrictions are in play.

Even with technology-based tools and the ability to rapidly transfer information, effective communication remains critical to a project’s success. From the initial studies, concept renderings and bid documents to meeting minutes, RFI responses to design review comments, the need for good communication by the A/E in all forms is vital throughout the process. Our design team will effectively listen, verbalize, write, present, document, and otherwise communicate amongst itself. A critical component of the design process is our Quality Control/Quality Assurance program that is implemented on every project, which is discussed in the following section.

QUALITY CONTROL PROGRAMS + PROCEDURES

SLAM employs several quality control mechanisms to assess performance and ensure cost control with quality deliverables to achieve the project goals for judicial services in Polk County.

An Orlando-based team of experienced personnel will execute the tasks directly and be involved from the beginning to end of the project. This team will hold weekly meetings to monitor design progress, budget, and schedule.

Standard design procedures and formats will be issued at the start of the project to ensure accuracy and completeness. Contract drawings will be reviewed by the Principal-In-Charge (Doug Kleppin) and the Project Manager (Jessica Mallo) for accuracy, conformity, and feasibility on a regular basis.

SLAM will maintain quality control throughout the project by taking a proactive communications role. A remote project website will be set up to allow all project team members to access project documents and information, including changes, updates, and revisions, in real-time. This form of communication aims to consolidate project meeting time, written communications, and expedite the decision-making process.

INDEPENDENT PEER REVIEW

SLAM’s Quality Control Group will assign a member as an independent reviewer to ensure high-quality contract documents. This minimizes errors and reduces rework time. The Principle in Charge (Douglas Kleppin) and Project Manager (Shane Clark) will review project specifications before printing. Periodic checks of consultants’ work will ensure team coordination. At each phase’s end, SLAM senior quality experts will conduct an independent coordination review across all disciplines before bid/pricing.

Change orders will be reviewed by the team and our cost estimator to validate scope and cost, ensuring Polk County gets maximum value for their dollars.

DESIGN PHASE QUALITY CONTROL

Throughout the entire project’s design process, issues from the smallest detail through to the largest items are tracked through a project tracking system. This process continues throughout the design phase. In addition to periodic coordination meetings, we will we will audit the quality control program with weekly team meetings (attended in person or by conference call) to review progress, note information required to move forward, and areas of the project requiring significant coordination.

TAB 2 - APPROACH TO PROJECT

SLAM has a national internal Design Review Committee that is charged with focusing the firm's attention on the goal of design quality. All projects are critiqued and assessed during each design phase to reveal pertinent details. SLAM has established project deliverable checklists that allow project managers and client to monitor compliance and completeness.

SLAM has a core of designers who are fluent in BIM project delivery and will utilize this tool to provide design compliance to the courts program requirements, tight coordination throughout the design process and an information rich model for real-time clash detection and coordination.

CONSTRUCTION PHASE QUALITY CONTROL

Our team will conduct a monthly review of the selected Construction Manager's (CM) schedule to monitor the critical path and identify activities that deviate from the original timeline. A schedule report highlighting areas of concern will be sent to Polk County representatives each month. If requested, we can provide recommendations for corrective actions to consider during construction.

A critical aspect of cost estimating is ensuring that the project scope aligns with available funding. This process begins in the early stages of the project when systems

for exterior envelope, mechanical, electrical, structural, and interior finishes are being considered by design professionals. With experienced pre-construction staff available, our estimates will be accurate and reflect design intent. Early cost estimates help prevent schedule and budget overruns during construction.

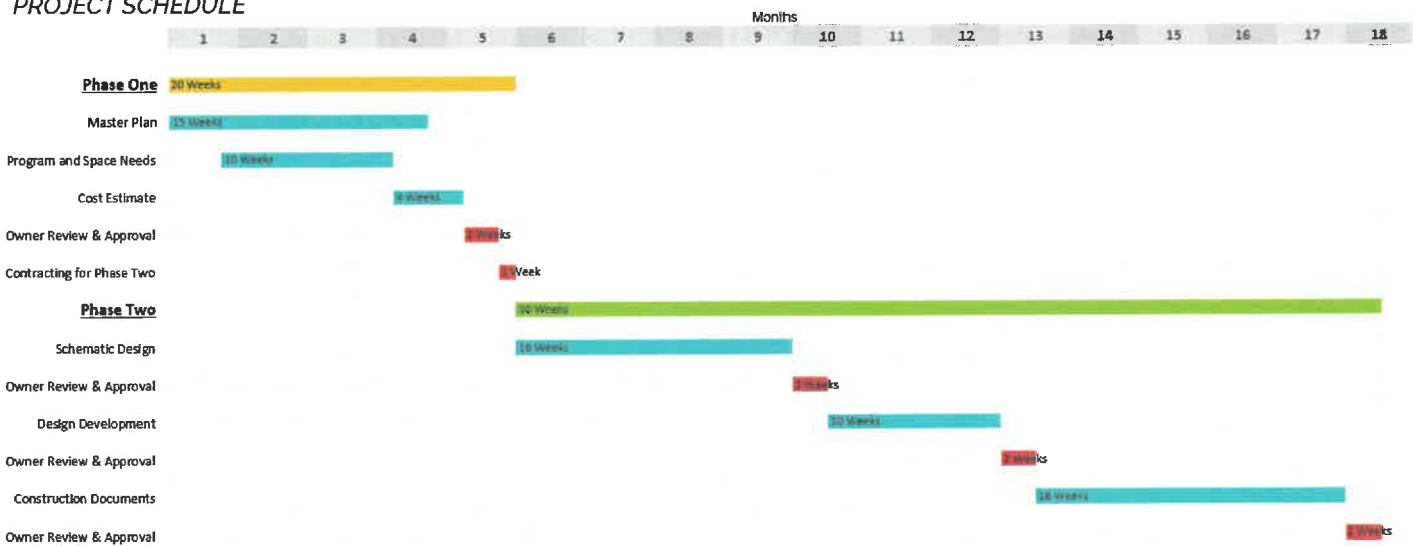
We will reconcile our team's cost estimates with those of the selected CM to ensure quality and accuracy. cost estimators will provide an independent review of the estimating reports, including data on a cost per component and cost per square foot basis.

PROJECT SCHEDULE

We believe that collaboration is imparative for the project delivery process. Developed collectively with you and the project team, we will create a focused schedule and work plan which will drive the project toward established milestones.

We will establish tele-conference and in-person meetings at specific intervals to keep the entire team current and informed. The time line and means will be established in further detail with the project team based on project phase, client communication needs, and the appropriate involvement from both the design team and the stakeholder participants throughout the project.

PROJECT SCHEDULE





**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 3
Experience, Expertise, Personnel & Technical Resources**



SNOHOMISH COUNTY

COURTHOUSE RENOVATION & ADDITION

EVERETT, WA



SIZE

120,000 SF
5-Stories

COST

\$52.4 Million

PROJECT REPRESENTATIVE

Jeff Hencz
Snohomish County Facilities Management
Jeffery.hencz@co.snohomish.wa.us
(425) 388.3154

COMPLETION DATE

June 2021

KEY STAFF/ROLES

Principal-in-Charge: Doug Kleppin
Project Manager: Shane Clark
Project Architect: Jessica Mallo
Senior Interior Designer: Barbara Vallella

CONSULTANTS

Structural and Civil Engineering: MKA
Electrical Engineering: Sparling
Mechanical Engineers: WSP Group
Threat Risk Management: Hinman

BUDGET

Original Budget: \$105 Million
Final Budget: \$52.4 Million

TIME EXTENSIONS

NA

PROJECT DESCRIPTION

This existing Courthouse is located on a government campus with a well-developed civic plaza unifying the block. The new tower addition to the courts facility creates a new civic scaled entry and defines a five story edge to both the street and the campus entrance plaza.

The five story addition has a simple massing that extends perpendicular from the existing courthouse towards the street. The massing and materiality of the building's skin directly reflects the functions within. The grand entrance canopy and colonnade define the glazed curtain wall façade that welcomes visitors into a highly transparent public entrance lobby with natural daylighting. The openness and transparency of the addition connects the renovated courthouse to its environment with views toward the downtown, the street, the native landscape, and the civic plaza. The high volume functions of the courthouse are housed together low in the building and are interconnected by a five story glass stair tower.

This existing County Courthouse is located on a government campus with a well-developed civic plaza unifying the block. The new tower addition to the courts facility creates a new civic scaled entry and defines a five story edge to both the street and the campus entrance plaza.

The civic plaza creates a procession that terminates at the grand porch courthouse entrance. With this new addition the courthouse is more intimately connected with campus. The generous atrium at the Public Entrance Lobby orients the visitor to a welcoming courthouse environment. The Main Corridor on each level will join the new addition and stair / elevator tower to the existing courthouse using materiality and signage to make an intuitive and seamless wayfinding experience.

NATURE OF SLAM'S RESPONSIBILITY ON THE PROJECT

The project involved renovating the existing courthouse, including its courtrooms, departments, and public spaces, along with adding a five-story extension. Throughout the construction of the addition and the renovation work, the existing courthouse remained fully operational. Services SLAM provided included Programming, Courts Planning, Architecture, Interior Design, Environmental Graphics, Furniture Fixture and Equipment, Construction Administration, and Renovation/Rehabilitation,

COLUMBUS CONSOLIDATED GOVERNMENT

NEW JUSTICE CENTER

COLUMBUS, GA



SIZE

460,000 SF

COST

\$192.5 Million

PROJECT REPRESENTATIVE

Ryan Pruett
Columbus Consolidated Government
rpruett@columbusga.org
(706) 225-4126

COMPLETION DATE

Estimated 2026 for Construction

KEY STAFF/ROLES

Principal-in-Charge: Doug Kleppin
Project Manager: Shane Clark
Project Architect: Jessica Mallo
Senior Interior Designer: Barbara Vallella
Landscape Architect: Keith Whipple

CONSULTANTS

Structural Engineers: TR Engineering
Civil Engineers: SLAM
MEP Engineering: Newcomb & Boyd
Life safety consultant: TLC

BUDGET

Original Budget: \$192.5 Million
Final Budget: NA

TIME EXTENSIONS

NA

PROJECT DESCRIPTION

Shaped by their location on the Chattahoochee River, Columbus, GA developed as an import/export hub for the south, establishing many textile mills and warehouses along the river. Since then, the city has revitalized its' city center through the renovation and repurposing of these historic warehouses. The new Columbus Justice Center looks to continue that revitalization by renovating existing portions of the present day Justice Center and adding a new courthouse tower along a prominent street in the downtown corridor. The new County courthouse defers to the industrial era context in a work of architecture that simultaneously conveys the dignity and accessibility of the legal system and establishes a major civic presence for the community.

Departments with critical departmental adjacencies are accommodated on the same floor plate. Accountability Courts, Public Defender, Clerk of Court, Jury Assembly, and Probate Court, which generate higher volume of public contact and traffic, are placed on the lower floors in the building. These programmed departments are deployed between the two existing three story wing buildings and the new court tower which bridges between them. Considerable thought was given to the arrangement and relationships of the departments associated with the Customer Service functions. A two-story central connector lobby collects all who enter the public entries, either from the north street entry or the south parking and plaza entry.

The new building will accommodate the current and future needs of the Courts bringing all the Judicial activities into a singular, secure environment with proper departmental adjacencies. The new project will remedy concerns within the existing facility including accessibility and energy efficiency. Departments can grow in the future as there is expansion capability built into the new courthouse infrastructure for additional courtrooms.

NATURE OF SLAM'S RESPONSIBILITY ON THE PROJECT

SLAM served as Architect of Record for the project and provided architectural design, interior design, facility assessments, and needs assessments. The project involves renovating the existing administration wing and adding an eight-story tower with 12 courtrooms. The new courthouse tower will be connected to the existing underground parking and wing buildings through bridge elements. These bridges will also provide secure ramp access to the in-custody sallyport at the underground parking level.

FORSYTH COUNTY COURTHOUSE

NEW REPLACEMENT COURTHOUSE

WINSTON-SALEM, NC



SIZE

300,000 SF

COST

\$96 Million

PROJECT REPRESENTATIVE

Forsyth County General Services
James Anderson Jr
Design and Construction Manager
336.703.2205
andersja@forsyth.cc

COMPLETION DATE

2022

KEY STAFF/ROLES

Principal-in-Charge: Doug Kleppin
Project Manager: Shane Clark
Project Architect: Jessica Mallo
Senior Interior Designer: Barbara Vallella

CONSULTANTS

Architecture & Interior Design: CJMW
MEP Engineering & Architecture: OBA

BUDGET

Original Budget: \$96 Million
Final Budget: \$96 Million

TIME EXTENSIONS

NA

PROJECT DESCRIPTION

SLAM led the planning and design of the new Forsyth County Courthouse and Administrative Building in association with CJMW Architecture.

The goals of the project was for a new Courthouse Administrative Building to connect to the existing Detention Facility. Moreover, it had to convey dignity and stature of the North Carolina Trial Courts, while creating a community landmark that respects the historic, cultural and urban context. The design meets today's requirements and adapted to meet those of the future.

NATURE OF SLAM'S RESPONSIBILITY ON THE PROJECT

SLAM led the programming and planning for the new replacement Courthouse. This included program validation and development with all user groups with the courthouse and coordination with the Sheriff and Detention Center design to develop a secure tunnel connection under a city street. The planning strategy developed numerous options across two different sites and included programming and conceptual design for future expansion. SLAM led the design effort for the detailed planning and layout of the courtrooms, judge's chambers, customer service center, security, and other specialty spaces including development of casework designs.

SAN ANTONIO COURTHOUSE

NEW COURTHOUSE

SAN ANTONIO, TX



SIZE

245,000 SF, 3 stories

COST

\$120 Million

PROJECT REPRESENTATIVE

General Services Administration
Kaleigh Ford
Design and Construction Division
512.318.8858
kaleigh.ford@gsa.gov

COMPLETION DATE

December 2021

KEY STAFF/ROLES

Principal-in-Charge: Doug Kleppin
Project Manager: Shane Clark
Project Architect: Jessica Mallo
Senior Interior Designer: Barbara Valtella

CONSULTANTS

Lake | Flato Architects, Design Architect of Record
Brasfield & Gorrie, LLC, Bridging Design/Build Contractor
Munoz & Company, Construction Manager as Advisor, CMA

BUDGET

Original Budget: \$120 Million
Final Budget: \$120 Million

TIME EXTENSIONS

NA

PROJECT DESCRIPTION

The new three-story United States Courthouse in San Antonio, Texas is part of the General Services Administration's (GSA) Design Excellence Program. The project was executed through a design-build contract with Brasfield & Gorrie and SLAM and was based on bridging documents prepared by Lake Flato Architects.

GSA had previously awarded the contract to another design, construction and program management team and the project was hopelessly over budget. Unable to secure additional funds; GSA released the contractor, utilized the original designer for bridging documents and procured the project design-build. It was fundamentally necessary to keep the budget; prioritize the elements that were critical and substantially reduce the program.

The Brasfield & Gorrie/ SLAM design-build team developed a comprehensive and holistic approach that kept to the \$120M budget. The team was forced to rethink the mechanical systems, maximize the efficiencies and employ a host of cost saving design options. Importantly, the design-build team was proactive and communication was key. The team worked with GSA and the user groups to insure they had a fully functional courthouse that would meet their needs. This approach is now being dubbed "the San Antonio Model" by GSA for other design-build courthouses.

NATURE OF SLAM'S RESPONSIBILITY ON THE PROJECT

SLAM served as the Architect of Record, collaborating with Lake Flato Architects who developed the criteria design for the new three-story San Antonio Federal Courthouse.

POLK COUNTY

NORTHEAST GOVERNMENT CENTER

LAKE ALFRED, FL



SIZE

73,508 SF

COST

\$26.2 million

PROJECT REPRESENTATIVE

Mark Kithcart, Building Maintenance Manager
Facilities Management Division
2160 Marshall Edwards Drive
Bartow, Florida 33830
(863) 534-5511
markkithcart@polk-county.net

COMPLETION DATE

February 2020

KEY STAFF/ROLES

Principal-in-Charge: Doug Kleppin
Project Manager: Shane Clark
Project Architect: Jessica Mallo
Senior Interior Designer: Barbara Valtella

CONSULTANTS

Architect of Record: Straughn Trout
MEP Engineering: TLC

BUDGET

Original Budget: \$26.2 million
Final Budget: NA

TIME EXTENSIONS

NA

PROJECT DESCRIPTION

The shape and massing of the Government Center is in response to the site and the program. The building massing consists of a one-story L-shaped plan, housing many of the public functions and court support spaces, with one leg of the L containing most of the courtrooms. Movement in and around the Building dictates the planning and gives shape to its form. The floor is organized into two "bars," with a longer bar containing two courtrooms (and associated spaces) and the shorter south bar containing County services and the Tax Collector. Public corridors on each bar, defined by a high clerestory glazing, are the primary arteries connecting the public realm.

The courtrooms are developed as simple formal spaces, with the bench, witness box and jury box placed much like furniture within the room. These strong ordered volumes promote the dignity of the judicial proceedings and provide a suitable theater for the adjudication of multiple proceedings. Each courtroom has a linear clerestory running the length of the room, which borrows daylight from the public corridor. A strong center axis established by the ceiling plane and corresponding head wall reinforce the planning and design of the room's volume.

The judge's bench is on an elevated platform, three steps high and accessed via a ramped corridor outside the rear wall of the courtroom. The flanking clerks and witness box are elevated one step from the main floor level; The jury box is raised one step above the well, providing excellent sightlines within the room.

NATURE OF SLAM'S RESPONSIBILITY ON THE PROJECT

SLAM, as a consultant to Straughn Trout, led the programming, planning and design for the Courthouse/Government Center. Additionally, SLAM led the design effort for the detailed planning and layout of the courtrooms, judge's chambers, security and other specialty spaces and office fit-out including development of casework designs. Services SLAM provided include Programming, Courts Planning, Architecture, and Interior Design.

ORGANIZATIONAL CHART

SLAM is committed to the total success of your project and has formed a highly experienced team of talented in-house professionals and specialty consultants with a depth of knowledge of justice design and who have worked together successfully developing projects of similar size and scope. This team is as follows:





DOUG KLEPPIN, AIA, LEED AP

PRINCIPAL-IN-CHARGE | SLAM

Doug Kleppin is an award-winning designer with over 38 years of experience and a portfolio of civic architecture including over two million SF of courthouse space. He is a nationally recognized expert in courthouse planning and design and has demonstrated the ability to lead the design process and strategically solve complex planning and design issues. Doug understands that the way a courthouse functions and adapts to changing needs and technologies is an important aspect of the design solution. Beyond design, Doug understands that the way a government building functions and adapts to changing needs and technologies is as critically important as its appearance. His creative design solutions are technically feasible and responsive to a variety of user and contextual concerns. He has a proven ability in achieving consensus among all stakeholders in the project and delivery of quality planning and design within the limits of schedule and budget. Doug has demonstrated the ability to lead the effort and to critically and strategically solve complex planning and design issues.

RELEVANT JUSTICE EXPERIENCE

Polk County Northeast Government Center

Lake Alfred, Florida

Cost: 2,823,000

Role: Principal-in-Charge

Snohomish County Replacement Courthouse

Everett, Washington

Cost: \$52.4 Million

Role: Principal-in-Charge

Columbus Consolidated Government Center

Columbus, Georgia

Cost: \$150 Million

Role: Principal-in-Charge

San Antonio Federal Courthouse

San Antonio, Texas

Cost: \$120 Million

Role: Principal-in-Charge

Forsyth County Courthouse

Winston-Salem, North Carolina

Cost: \$96 Million

Role: Principal-in-Charge

Osceola County Courthouse and Government Center

Kissimmee, Florida

Cost: \$63 Million

Role: Principal-in-Charge

Lake County Government Center Expansion

Tavares, Florida

Cost: \$84.2 Million

Role: Principal-in-Charge

Pinellas County Courthouse

St. Petersburg, Florida

Cost: \$11.7 Million

Role: Principal-in-Charge

EDUCATION | AFFILIATIONS

Masters in Architecture

Bachelors in Architecture

Georgia Institute of Technology

Registered Architect

Florida, Virginia, Washington, Georgia, North Carolina, Maryland, Indiana

Years of Experience

38 years

OFFICE LOCATION

Orlando, FL

RECENT AWARDS + RECOGNITION

2024 AIA FLORIDA MERIT AWARD OF EXCELLENCE

San Antonio Federal Courthouse

2024 AIA FLORIDA MERIT AWARD ADAPTIVE REUSE

Snohomish County Courthouse

2023 AIA ORLANDO DESIGN EXCELLENCE

Indianapolis Consolidated Justice Facility

2022 ENR TEXAS & LOUISIANA BEST PROJECT

San Antonio Federal Courthouse

2018 AIA ORLANDO HONOR AWARD

Broward County Courthouse

2018 AIA ORLANDO MERIT AWARD

CBRE | Heery Office, Orlando FL

2016 AIA ORLANDO HONOR AWARD

University of Florida, Harrell Bldg

2016 AIA ORLANDO HONOR AWARD

Federal Building, San Juan Puerto Rico

2014 AIA ORLANDO MERIT AWARD

Lake County Courthouse



SHANE CLARK, AIA

PROJECT MANAGER | SLAM

Shane has received numerous awards for design excellence in his 25 years in the field of architecture. He has worked on several different types of civil and government projects including educational, public safety and law enforcement, communications and emergency operations centers, and municipal and community centers. He understands the complex requirements inherent in the design of civic facilities and educational campuses with experience developing multi-phased master plans ranging in size and scale.

RELEVANT JUSTICE EXPERIENCE

Polk County Northeast Government Center

Lake Alfred, Florida

Cost: 2,823,000

Role: Project Manager

Snohomish County Replacement Courthouse

Everett, Washington

Cost: \$52.4 Million

Role: Project Manager

Columbus Consolidated Government Center

Columbus, Georgia

Cost: \$150 Million

Role: Project Manager

San Antonio Federal Courthouse

San Antonio, Texas

Cost: \$120 Million

Role: Project Manager

Forsyth County Courthouse

Winston-Salem, North Carolina

Cost: \$96 Million

Role: Project Manager

Pinellas County Courthouse

St. Petersburg, Florida

Cost: \$11.7 Million

Role: Project Manager

Broward County Courthouse

Broward County, Florida

Cost: \$230 Million

Role: Project Manager

Indianapolis Consolidated Justice Center

Indianapolis, Indiana

Cost: \$184 Million

Role: Project Manager

Haywood County Justice Center and Government Center

Waynesville, North Carolina

Cost: \$21.5 Million

Role: Project Manager

EDUCATION | AFFILIATIONS

Masters in Architecture

Bachelors in Architecture

University of Florida

Registered Architect

Florida, Georgia

Years of Experience

25 years

OFFICE LOCATION

Orlando, FL

RECENT AWARDS + RECOGNITION

2024 AIA FLORIDA MERIT AWARD OF EXCELLENCE

San Antonio Federal Courthouse

2024 AIA ORLANDO MERIT AWARD ADAPTIVE REUSE

Snohomish County Courthouse

2023 AIA ORLANDO DESIGN EXCELLENCE

Indianapolis Consolidated Justice Facility

2022 ENR TEXAS & LOUISIANA BEST PROJECT

San Antonio Federal Courthouse

2021 AIA ORLANDO MERIT AWARD FOR DESIGN EXCELLENCE

Forsyth County Courthouse

2018 AIA ORLANDO HONOR AWARD

Broward County Courthouse

2018 AIA ORLANDO MERIT AWARD

CBRE | Heery Office, Orlando FL

2015 AIA ORLANDO HONOR AWARD FOR DESIGN EXCELLENCE

Fort Myers Fire Administration Fort Myers, FL

2015 AIA ORLANDO HONOR AWARD FOR DESIGN EXCELLENCE

Terrebonne Parish Emergency Operations Center
Houma, LA



JESSICA MALLO, AIA

PROJECT ARCHITECT | SLAM

Jessica brings 15 years of experience in the architectural and interior design field to the SLAM team. Her experience encompasses the complete development and design of projects, having provided service on all levels of design including programming, space planning, graphic design, signage and wayfinding design, architectural documentation, computer modeling and rendering, construction administration, furniture/accessory specification and procurement, and coordination and relocation of existing furniture. She has received numerous awards for design excellence.

RELEVANT JUSTICE EXPERIENCE

Polk County Northeast Government Center

Lake Alfred, Florida
Cost: 2,823,000
Role: Project Architect

Snohomish County Replacement Courthouse

Everett, Washington
Cost: \$52.4 Million
Role: Project Architect

Columbus Consolidated Government Center

Columbus, Georgia
Cost: \$150 Million
Role: Project Architect

San Antonio Federal Courthouse

San Antonio, Texas
Cost: \$120 Million
Role: Project Architect

Forsyth County Courthouse

Winston-Salem, North Carolina
Cost: \$96 Million
Role: Project Architect

Pinellas County Courthouse

St. Petersburg, Florida
Cost: \$11.7 Million
Role: Project Architect

Broward County Courthouse

Broward County, Florida
Cost: \$230 Million
Role: Project Architect

Indianapolis Consolidated Justice Center

Indianapolis, Indiana
Cost: \$184 Million
Role: Project Architect

Haywood County Justice Center and Government Center

Waynesville, North Carolina
Cost: \$21.5 Million
Role: Project Architect

EDUCATION | AFFILIATIONS

Masters in Architecture
Bachelors in Architecture
Bachelors in Interior Architecture
Lawrence Technological University

Registered Architect
Florida

Years of Experience
15 years

OFFICE LOCATION

Orlando, FL

RECENT AWARDS + RECOGNITION

2024 AIA FLORIDA MERIT AWARD OF EXCELLENCE

San Antonio Federal Courthouse

2024 AIA FLORIDA MERIT AWARD ADAPTIVE REUSE

Snohomish County Courthouse

2023 AIA ORLANDO DESIGN EXCELLENCE

Indianapolis Consolidated Justice Facility

2022 ENR TEXAS & LOUISIANA BEST PROJECT

San Antonio Federal Courthouse

2018 AIA ORLANDO HONOR AWARD

Broward County Courthouse

2018 AIA ORLANDO MERIT AWARD

CBRE | Heery Office, Orlando FL

2015 AIA ORLANDO MERIT AWARD FOR DESIGN EXCELLENCE

2015 AIA ORLANDO HONOR AWARD FOR DESIGN EXCELLENCE

Fort Myers Fire Administration Fort Myers, FL

2015 AIA ORLANDO HONOR AWARD FOR DESIGN EXCELLENCE

Terrebonne Parish Emergency Operations Center
Houma, LA



JULIE NEWBERRY, LEED AP

CONSTRUCTION ADMINISTRATION | SLAM

Julie is an Architectural Designer in the SLAM Orlando office. She has 40 years of experience as an owner's representative, construction administrator, and specification writer on large, complex projects. Her expertise covers all aspects of project management and quality control, including project review services. As an essential member of the project team, Julie proves her ability to work closely with the design and construction teams on every project. She has a Bachelor of Design from Florida State University.

RELEVANT JUSTICE EXPERIENCE

Columbus Consolidated Government Center

Columbus, Georgia

Cost: \$150 Million

Role: Construction Administration

San Antonio Federal Courthouse

San Antonio, Texas

Cost: \$120 Million

Role: Construction Administration

Osceola County Courthouse and Government Center

Kissimmee, Florida

Cost: \$63 Million

Role: Construction Administration

Lake County Government Center Expansion

Tavares, Florida

Cost: \$84.2 Million

Role: Construction Administration

Indianapolis Consolidated Justice Center

Indianapolis, Indiana

Cost: \$184 Million

Role: Construction Administration

Orlando Federal Courthouse

Orlando, Florida

Cost: \$86.2 Million

Role: Construction Administration

Huntsville Federal Courthouse

Huntsville, Alabama

Cost: \$110 Million

Role: Construction Administration

EDUCATION | AFFILIATIONS

Bachelors in Design

University of Florida

Years of Experience

40 years

OFFICE LOCATION

Orlando, FL

RECENT AWARDS + RECOGNITION

2024 AIA FLORIDA MERIT AWARD OF EXCELLENCE

San Antonio Federal Courthouse

2023 AIA ORLANDO DESIGN EXCELLENCE

Indianapolis Consolidated Justice Facility

2022 ENR TEXAS & LOUISIANA BEST PROJECT

San Antonio Federal Courthouse



BARBARA VALLELLA, IIDA, LEED AP

SENIOR INTERIOR DESIGNER | SLAM

Barbara has over 40 years of national experience which encompasses complete design and development of small and large projects, establishing a close relationship with clients to develop program standards and space planning requirements. Her extensive experience includes architectural documents, construction administration, furniture/accessory specification and procurement and coordination and relocation of existing furniture.

RELEVANT JUSTICE EXPERIENCE

Polk County Northeast Government Center

Lake Alfred, Florida

Cost: 2,823,000

Role: Senior Interior Designer

Snohomish County Replacement Courthouse

Everett, Washington

Cost: \$52.4 Million

Role: Senior Interior Designer

Columbus Consolidated Government Center

Columbus, Georgia

Cost: \$150 Million

Role: Senior Interior Designer

San Antonio Federal Courthouse

San Antonio, Texas

Cost: \$120 Million

Role: Senior Interior Designer

Forsyth County Courthouse

Winston-Salem, North Carolina

Cost: \$96 Million

Role: Senior Interior Designer

Osceola County Courthouse and Government Center

Kissimmee, Florida

Cost: \$63 Million

Role: Senior Interior Designer

Lake County Government Center Expansion

Tavares, Florida

Cost: \$84.2 Million

Role: Senior Interior Designer

Pinellas County Courthouse

St. Petersburg, Florida

Cost: \$11.7 Million

Role: Senior Interior Designer

Broward County Courthouse

Broward County, Florida

Cost: \$230 Million

Role: Senior Interior Designer

EDUCATION | AFFILIATIONS

Bachelors in Interior Design

Florida State University

Registered Interior Designer

Years of Experience

40 years

OFFICE LOCATION

Orlando, FL

RECENT AWARDS + RECOGNITION

2024 AIA FLORIDA MERIT AWARD OF EXCELLENCE

San Antonio Federal Courthouse

2024 AIA FLORIDA MERIT AWARD ADAPTIVE REUSE

Snohomish County Courthouse

2023 AIA ORLANDO DESIGN EXCELLENCE

Indianapolis Consolidated Justice Facility

2022 ENR TEXAS & LOUISIANA BEST PROJECT

San Antonio Federal Courthouse

2018 AIA ORLANDO HONOR AWARD

Broward County Courthouse

2018 AIA ORLANDO MERIT AWARD

CBRE | Heery Office, Orlando FL

2016 AIA ORLANDO HONOR AWARD

University of Florida, Harrell Bldg

2016 AIA ORLANDO HONOR AWARD

Federal Building, San Juan Puerto Rico

2014 AIA ORLANDO MERIT AWARD

Lake County Courthouse

2014 AIA ORLANDO MERIT AWARD

Marydia Community Center



KEITH WHIPPLE, RLA

LANDSCAPE ARCHITECT | SLAM

Keith is a talented landscape architect, an effective communicator, and will always look for the best solution to any problem. He has a strong background of varied experience to bring to any construction or design problem, not just landscape design. Every concept of his is well conceived and conscious of the realities of the project and budget. He has a knack for taking a design project and elevating it to the next level while finding value for the client and project team. Keith was the Principal Landscape Architect responsible for the world-renowned quality of the area development and gardens across the breadth of the Walt Disney World resort.

RELEVANT EXPERIENCE

Columbus Consolidated Government Center

Columbus, Georgia

Cost: \$150 Million

Role: Landscape Architect

Florida State Hospital APD Forensic Facility, Programming/Planning, Conceptual Building, Site Design, and Schematic Design

Marianna, Florida

Role: Landscape Architect

Walt Disney Imagineering

Orlando, Florida

Role: Landscape Architect

Disney Jungle Cruise Stairs

Lake Buena Vista, Florida

Role: Landscape Architect

Epcot - Project Mermaid Area Development

Orlando, Florida

Role: Landscape Architect

Kaiser Permanente Modesto Medical Office Building

Modesto, California

Role: Landscape Architect

Kaiser Permanente Manteca Emergency Department Expansion

Manteca, California

Role: Landscape Architect

LabCorp Expansion Feasibility Study

Burlington, North Carolina

Role: Landscape Architect

Goodwill Headquarters Renovation

Orlando, Florida

Role: Landscape Architect

EDUCATION | AFFILIATIONS

Bachelors in Landscape Architecture

Polytechnic State University

Registered Landscape Architect

Florida, California

Years of Experience

40 years

OFFICE LOCATION

Orlando, FL

SKILLS

- AutoCAD expert
- SketchUp advanced user
- Adobe Suite
- Bluebeam Revu
- Hand drawing and graphics
- Digital workflow coordination
- ADA Compliance Design
- Multi discipline project management
- Construction detailing
- Thematic paving design
- Tropical planting design
- Swimming pool and water feature design.



Our Availability

SLAM has the people and technology to fully staff and manage this project from start to finish. With a staff of 20 Full-time staff, we are committed to assigning the team necessary to successfully deliver professional design services in a timely manner by working together in a cohesive and collaborative process structured to deliver a world class facility.

Many of our larger projects have moved into the construction phase. The federal courthouse in Huntsville, Alabama, is nearing completion, and we are coordinating the installation of art in architecture. The courthouse in Columbus, Georgia, is also under construction, with a local architectural partner handling on-site construction administration. Our work on the federal courthouse in Hartford, Connecticut, is currently on hold due to project scope adjustments under the new administration. Additionally, our current projects in Polk County, including a feasibility study for community health and the renovation of the Hunt Fountain Soccer complex, are nearing completion.

The selected core project team will remain on the project from inception to completion, facilitating communication between our firm, sub consultants and the client. Our location in Orlando and STA's location in Lakeland, along with our experience working in the past with Polk County will provide responsiveness and local accountability that can't be matched by no other firm.

SUBCONSULTANTS

STRAUGHN TROUT ARCHITECTS

Our practice blends timeless design principles with progressive, forward-thinking approaches, delivering thoughtful architectural solutions that enhance the built environment.

Straughn Trout Architects, founded in 1956, has been a leading architectural firm in Central Florida for over six decades. Our design philosophy centers on collaboration, innovation, and a deep understanding of our clients' needs, allowing us to create spaces that foster community, growth, and sustainability. As a multidisciplinary firm, we provide a full range of services, including architecture, interior design, campus/urban planning, graphic design, and brand activation. Our comprehensive design services are tailored to meet the diverse and unique needs of each client and project, aiming to provide a curated and holistic design approach to every project.

Our experienced team of architects and designers work collaboratively to bring visionary concepts to life, ensuring each project is tailored to the unique goals of our clients. We pride ourselves on fostering long-term relationships, with many of our projects coming from repeat clients (including Polk County) who value our dedication to quality and service. As we look to the future, Straughn Trout Architects remains committed to pushing the boundaries of design innovation while staying rooted in the values that have guided us for almost 70 years. We continue to prioritize client value, community impact and sustainability in every project, striving to create spaces that not only serve the needs of today but inspire future generations.

POLK COUNTY EXPERIENCE

- Polk County NE Government Center
- Polk County Administration Building
- Polk County Courtroom Renovations
- Polk L. Crow Building Renovations
- Polk County Parking Garage
- Existing Northeast Government Center
- Programming Study for Polk County
- Sheriff's Substation @ Polk State College
- Polk Tax Collector Service Centers (Lakeland, Lake Wales, North Ridge)
- Polk Supervisor of Elections Office Renovations (Simmers-Young Park)

OFFICE LOCATION

2005 E. Edgewood Drive
Lakeland, FL 33803





TLC offers unprecedented resources and capabilities to support Polk County's goal for a new Courts Annex. As a full service engineering company, we have the resources to draw upon expertise providing Mechanical, Electrical, Plumbing, Fire Protection and structural engineering; energy services; communications; technology systems; LEED consulting; and commissioning. We believe our integrated services and enhanced ability to deliver high performance facilities and sustainable design solutions will contribute to the success of this project. More specifically, our in-house team offers the following strengths: Extensive

Similar Project Experience — TLC has significant local Florida-based experience dating back well over 60 years for a multitude of similar facilities – both new construction and renovations. During the last 10 years, TLC has completed over 600 government facilities throughout Florida, which includes city halls, emergency operation centers, police stations, fire stations, water and wastewater treatment plants, data centers, jails, courthouses, and parks and recreation facilities. TLC's experience includes Polk County's Parking Garage that accommodates the County's Administration Building, County Courthouse and Sheriff's facilities, and Polk County Sheriff Evidence Storage Facility, along with over 150 projects for cities and private companies located within Polk County. Our engineering team is very familiar with Polk County's design standards and building codes.

TLC will provide Polk County with a team of skilled senior engineering professionals, a single point of contact, knowledge of Polk County's design standards, and a commitment to cost that will effectively increase the quality of the County's facilities. They are supported by a team of engineers, designers and communication specialists with qualifications, experience, and certifications to meet the needs for this project.



Gadd & Associates provides comprehensive Civil Planning & Engineering services. Unique to our firm and considered an asset by our Clients, we are approachable, available, and transparent. As long time residents within Central Florida, our staff of qualified professionals brings a wealth of knowledge to each project, based on experience and understanding of the local geography, permitting agencies, and construction practices.

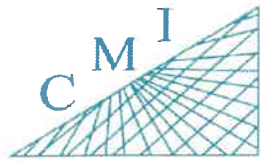
By applying the concept that positive relationships are immediately secondary to professionalism, we are able to streamline projects with contractors, municipalities, and clients while minimizing costs and delays. Willing to spend the extra effort for research, review, and value engineering makes Gadd & Associates an asset to Owner/Development teams.

OFFICE LOCATION

874 Dixon Blvd.
Cocoa, FL 32922

OFFICE LOCATION

4685 E. County Road 540A
Lakeland, FL 33813



CMI is a construction consulting firm established in March 1995. Our main goal is to provide cost estimating, scheduling and project management / owner's representative services to the construction industry. CMI has held continuing contracts with Orange County, Lake County, Sarasota County, Orange County Public Schools, Miami-Dade County Public Schools, City of Orlando and Greater Orlando Aviation Authority.

Our philosophy is that an estimate should always be more than a means to satisfy a contractual obligation. It should be a useful tool to assist the Owner in the decision-making process. We have adopted a novel approach (a combination of cost modeling and conceptual budgeting) that allows us to establish realistic design-to-cost targets, as early as the Project's inception. This can be an invaluable tool that can be utilized for closely monitoring budgets during design.



Ardaman and Associates, Inc. is a professional engineering corporation founded in 1959 by Dr. M.E. Ardaman and has continually provided engineering services in the practice of engineering. The company was founded in Orlando and has expanded to meet the needs of our client community. We currently serve from our corporate headquarters in Orlando and 14 branch offices throughout Florida, Louisiana, and Texas.

Ardaman is a technically superior and fiscally sound consulting firm that has experienced steady and healthy growth throughout its history. This reasonable growth pattern has allowed us to expand the services offered to our clients while maintaining top quality. We firmly believe that the development and reputation of our company are the direct results of the individual efforts and commitment of all our employees. Our future success depends on continuing this commitment and adhering to the highest professional standards and ideals.

Today, Ardaman is one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. Ardaman employs over 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. Over our history, we have worked on more than 150,000 projects throughout the State, the U.S., and worldwide. This vast list of project experience includes services for virtually every type of public and private client associated with development and construction.

OFFICE LOCATION

158 Terra Mango Loop, Suite B
Orlando, FL 32835

OFFICE LOCATION

1525 Centennial Blvd
Bartow, FL 33830



Gerald Trout

AIA,
Straughn Trout Architects - Senior Principal

48 Years of Experience
Joined Straughn Trout 1993

Background

A.S. Construction & A.A. Liberal Arts, Polk State College
Bachelor of Architecture, Auburn University
Registered Architect, Florida
Special Inspector, Americans with Disabilities Act, State of Florida
Polk County Code Enforcement Board (Past President)
Lakeland South Rotary (Past President)

With 48 years of professional work and municipal experience in Central Florida, Jerry brings passion and excellence to every project. Under his guidance, the firm's design excellence has been recognized through multiple awards for and publications locally, regionally and nationally.

In 1993, Mr. A. Ernest Straughn invited Gerald W. Trout to become his partner at Straughn Trout Architects, following Trout's years of experience as an architectural designer, architect and leader in the firm. Their joint leadership laid the foundation for the firm's prosperity over the last 30 years and continues today, with many successful projects in both the public and private sectors throughout the United States and in the Central Florida Area. In his role as a Senior Principal, Mr. Trout continues to provide the same guidance and high standards for which the firm is recognized globally and nationally. Mr. Trout's design experience involves countless higher education projects, including multiple projects in multiple counties and municipalities. His well thought-out construction means and methods, in addition to his ability to work closely with construction managers, produce projects that are consistently on time and under budget. His comprehensive understanding of Central Florida and current municipal facility expertise provides great value to the County.

Selected Project Experience	Size (SF)
Polk County Northeast Government Center, Lake Alfred	73,700
Polk County BoCC Parking Garage	261,294
Polk County Administration Bldg	155,000
Polk County Roads & Drainage Inspection & Testing Building	3,600
Tax Collector for Polk County	
Service Centers in Lake Wales, Lakeland, North Ridge	Varies
Florida Tax Collector Services Centers (Multiple)	
Hernando, Orange, Lake, Okeechobee Counties	Varies
City of Mulberry, FL - New Government Complex	
Civic Center & Museum (in progress)	42,500
City Hall & Sheriff's Substation (in progress)	20,000
Southwest Middle School - Campus Modernization	183,293
Polk State College Northeast Ridge (NER)	78,000
Health Sciences Academic Building (in progress)	
Chain of Lakes Building (LEED Gold), Polk State College	14,500
Student Development Center, FL Polytechnic University	15,000
Campus Master Plan Updates, FL Polytechnic University	NA
McKay Archives Center, Florida Southern College	10,500
City of Lakeland - RP Funding Center Renovations	101,000
City of Winter Haven - Recreational & Cultural Center (in progress)	40,000
City of Winter Haven AdventHealth Fieldhouse & Conf. Center	142,000
* AIA Tampa Bay Design Award Winner - Merit Award	
City of Haines City - New City Hall Annex Building (in progress)	31,500
Magnify Credit Union, South Lakeland Branch	5,000
* Florida's First Zero Energy Commercial Building, LEED Gold	

STRAUGHN TROUT ARCHITECTS, LLC



Tim Hoeft

AIA, LEED AP

Managing Principal - Straughn Trout Architects

26 Years of Experience

Joined Straughn Trout 1999

Background

Bachelor of Design in Architecture, University of Florida

Master of Architecture, University of Florida

Registered Architect & Licensed Interior Designer, Florida

National Council of Architectural Registration Boards (NCARB) Certified

UF | Alumni Association - 40 Gators Under 40 Honoree, 2021

Tampa Bay AIA - Garcia Award for Design Excellence, 2019

Tampa Bay Business Journal - 40 Under 40, 2018

UF Letterman - F-Club Student Athlete, 2005-2006

UF | School of Architecture - Graduate Woodshop Assistant, 2004-2005

UF | DCP - Webmaster & Marketing Assistant, 2003-2004

UF | APX, Alpha Rho Chi Chapter President, 2002-2003

Tim brings genuine design passion and a commitment to success on every project. Under his guidance, the firm's growth has been recognized by the University of Florida, Central Florida Development Council, and the Tampa Bay Business Journal, while consistently earning awards for design excellence from industry peers and community partners.

Anchored in a global design perspective built on international programs including UF's Vicenza Institute of Architecture and Preservation Institute: Caribbean/Mexico Studio, his work draws strong influence from context, landscape, climate, and culture. Tim has a broad portfolio of projects and a reputation as a leader of successful collaborations with multi-stakeholder institutional clients and peer design firms. His projects have been recognized by national awards and published case studies on sustainable design. Tim has volunteered as a visiting studio critic at both UF and the University of South Florida, and has also lectured to UF architecture students as part of the school's professional practice seminar.

Selected Project Experience

Size (SF)

RP Funding Center Renovations, Lakeland, FL	101,000
Northeast Polk County Government Center, Lake Alfred, FL	74,000
Chain of Lakes Park (Multi-Phased Project), Winter Haven, FL	
AdventHealth Fieldhouse & Conference Center	138,000
Aquatics Facility Redesign	3,016
Baseball Support Facilities (in progress)	3,200
WH Recreation and Cultural Center, Winter Haven, FL (in progress)	40,000
Polk State College - Northeast Ridge Campus Phase I (in progress)	75,000
Polk State College - Chain of Lakes Building	14,500
Lakeland Electric - Multiple Projects, Lakeland, FL	Varies
Water Dept. Administration Building - City of Lakeland, FL	15,275
New Government Complex for the City of Mulberry, FL (in design)	
New City Hall	17,800
New PCSO Substation	3,675
New Civic Center & Phosphate Museum	42,730
GEM Theatre Renovations, City of Mulberry, FL	8,220
Bartow Aquatics Center Feasibility Report & Renovations, City of Bartow, FL	NA
MLK Park Renovations, Winter Haven, FL	1,800
City Square Master Plan, City of Winter Haven, FL	NA
City Hall Annex, Haines City, FL (in progress)	24,500
Polk County BoCC Parking Garage, Bartow, FL	261,294
Polk / AGB Museum of Art Expansion at Florida Southern College, Lkld, FL	16,400
Florida Southern College - McKay Archives Center	10,500
Florida Polytechnic University - Campus Master Plan Updates	NA
Florida Polytechnic University, Student Development Center	15,000
Florida Polytechnic University - Wellness & Admissions Centers	20,000 / 5,000
UF - Lake Wauburg Boatlift	1,000
Magnify Credit Union, South Lakeland Branch	5,000

*Florida's First Zero Energy Commercial Building, LEED Gold

STRAUGHN TROUT ARCHITECTS



Laura F. Server

NCIDQ, LID

Associate Principal - Straughn Trout Architects

Laura began her career as a interior designer 18 years ago. She is a Registered Interior Designer in the State of Florida and maintains a credential from the National Council for Interior Design Qualifications (NCIDQ). She is a goal-oriented professional with experience in project management, and client relations. She is accomplished in delivering projects that meet brand standards + code compliances, which are on-specification, on-budget, and on-time. She is articulate in communicating with clients and plans projects meticulously, regardless of scale. Her ability to articulate ideas and connect with clients sets her apart, making her an asset to any project. Regardless of the scale, she approaches each endeavor with a keen eye for detail and a commitment to turning visions into reality.

Background

Master of Interior Design, Florida State University

Bachelor of Arts, Florida State University

Selected Project Experience	Size (SF)
Polk State College - Northeast Ridge Campus Phase I (in progress)	78,000
Florida Southern College - AGB Museum of Art Expansion (in progress)	16,400
City of Mulberry, FL - New Government Complex (in progress)	62,500
City of Winter Haven - Recreational & Cultural Center (in progress)	40,000
City of Haines City - New City Hall Annex Building (in progress)	31,500
Northeast Polk County Government Center - Lake Alfred, FL	74,000
Polk County Public Schools	
Southwest Middle School Campus Modernization	183,000
Citizens Bank & Trust - New Plant City Branch	3,600
Swan & Dolphin Resort	Multiple Projects
Ruth's Chris Steak House	Multiple Projects
Universal Studios - Retail/Hospitality Outlets	Multiple Projects

STRAUGHN TROUT ARCHITECTS, LLC

WAYNE ALLRED, PE, LEED AP

Principal | Regional Director | Electrical Engineer of Record

BACKGROUND

Wayne has deep technical expertise in all phases of electrical engineering analysis, design and construction administration for power generation, distribution, and lighting. He is detail oriented and has proven his ability to lead teams, streamline processes, and implement solutions. Wayne is a strategic thinker with a track record of delivering high quality projects. His passion lies in crafting innovative designs that balance energy-efficiency and flexibility.

EXPERIENCE

City of Orlando Police Department Headquarters, Orlando, Florida

Three-story police headquarters, including an off-site Crime Scene Facility. TLC provided LEED administration, commissioning (fundamental and enhanced) and energy modeling, as well as Technology design services, including OnSSI Occularis CCTV. Both HQ and CSF achieved LEED certification, with HQ being Silver. \$41.5 million / 96,000 sf

Seminole County Five Points Judicial Center, Sanford, Florida

Design-build of a multi-story courthouse annex (104,223 sf), 450-space parking garage structure, and Sheriff's Office Support area. The CEP as currently built has 2,200 tons of capacity with the ability to expand to 4,400 tons of operational capacity (5,500 tons installed capacity). \$46 million / 293,058 sf

City of Clermont Police Department Headquarters, Clermont, Florida

Design for a new two-story police department. Building consists of a general public lobby, office spaces for the Police Chief and command staff, traffic cop area, dispatch and war room, internal affairs, support services and patrol officers, appropriate spaces for records keeping, conference rooms, detention area, evidence, community meeting room, mechanical and electrical rooms, computer rooms, storage and a physical agility room. Security designed for OnSSI Occularis CCTV. \$10 million / 26,000 sf

Columbia County EOC Renovation, Lake City, Florida

Design for the retrofit of a single story, 14,384 sf facility that includes the Public Safety Answering Point, 911 Dispatch Center, Administrative Offices, Code Enforcement, Central Communications, 911 Addressing/GIS and the Emergency Management Administrative Office. Scope also includes 20 break out areas, two restrooms with showers and several storage closets.

Columbia County Sheriff's Detention Facility, Lake City, Florida

Single-story housing pod for 256 inmates. Designed to use precast concrete cells to speed construction. \$16 million / 25,547 sf

St. Louis County Police Precinct Prototype, St. Louis, Missouri

Design includes security systems, audio-visual systems, and structured cabling systems. Site includes secured parking and additional parking spaces for visitors. Building consists of open layouts with office areas, lobby, conference rooms, a community room, booking area, holding cells, evidence storage, equipment storage, armory, locker room/dressing room, restrooms, interview room, an emergency generator, sally-port, and signage. 17,200 sf



EDUCATION

Florida Institute of Technology
M.S., Engineering Management
1992

University of Central Florida
B.S., Electrical Engineering
1987

YEARS OF EXPERIENCE

TLC: 28 years
Prior: 10 years

REGISTRATIONS

PE FL 45800
PE GA 034577
PE MO 2017026105
PE MO 2017026105
PE NC 057113
PE NJ 24GE06000300
PE SC 39457
PE TN 119425
PE VA 0402064228

CERTIFICATIONS

LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

Seminole State College, Industry
Advisory Board Member
NAIOP Central Florida, Member
City of Orlando HQ, Building & Fire
Codes Board of Appeal Chair

MICHAEL ANGELL PE, GPCP, GGP

Principal | Mechanical Project Engineer | Mechanical

BACKGROUND

Mike is experienced in both modeling and design work and specializes in energy-efficient mechanical systems. With extensive engineering design skills in HVAC, plumbing, and fire protection, Mike creates cost-effective, energy-efficient, innovative design solutions that contribute to the overall building functionality. He is well-versed in design analysis, code study, load calculations, performing energy analysis, identifying energy savings, and presenting design alternatives to the customer. Mike's expertise in REVIT and IES VE allows him to apply technical knowledge to sustainable building design including daylight harvesting, advanced shading constructs, airflow analysis, HVAC and building controls, advanced HVAC system design and simulation, and envelope suitability analysis.

EXPERIENCE

Polk County Northeast Government Center, Lake Alfred, Florida

New administration building consolidates multiple government services into one location. Facilities include tax collector's office, Supervisor of Elections, property appraiser, Clerk of Courts, courtrooms, judiciary offices, State Attorney's office, and conference rooms. \$20 million / 70,000 sf

Polk County Parking Garage, Bartow, Florida

New four-story, 679-car parking structure is designed with precast concrete and includes automated parking equipment, with stairs and elevator towers. Project also includes sidewalks, concrete curbs, and canopies at the bus stops and exits, along with a covered walkway between the garage and the courthouse. Addressed extensive subterranean Karst (sinkhole) formations through the implementation of an innovative mat foundation system. \$8.8 million / 261,300 sf

Marion County Courtroom Expansion 4th Floor Build Out, Ocala, Florida

The 4th-floor build-out accommodates the Court and State Attorney's offices. The space provides 14,162 SF to the state attorney for office space, high-density storage, and conference rooms; and 10,639 SF for a 16-juror courtroom, jury deliberation area, secure corridors, and holding areas. \$3 million / 24,595 sf

City of Melbourne Joseph Pellicano Law Enforcement Center & Emergency Operations Center, Melbourne, Florida

A space needs analysis that included anticipated needs for the next 20 years resulted in the consolidation of the City's police department and emergency operations center into one facility. The new two-story building includes space for Patrol, Records, Property & Evidence, Holding, Special Operations, and a community room on the first floor, with administration, Criminal Investigations, Communication, Training & Recruiting, IT, and the City Emergency Operations Center on the second floor. The building is structurally hardened and includes a generator and independent DX HVAC systems to maintain operations during power outages. \$32 million / 76,390 sf

Brevard County Emergency Operations Center, Rockledge, Florida

New two-story hurricane hardened facility houses 911 intake, call center, Emergency Operations Center, and multiple agency (Sheriff and Fire) training, conference rooms and administration offices. \$14 million / 40,000 sf



EDUCATION

University of Central Florida
B.S., Mechanical Engineering
2010

YEARS OF EXPERIENCE

TLC: 15 years
Prior: 0 years

REGISTRATIONS

PE FL 83232

PROFESSIONAL AFFILIATIONS

Urban Land Institute, Member
United States Green Building
Council - Florida Chapter, Member
ASHRAE, Member

ALEXANDER ANDERSON PE

Associate | Engineer | Structural

BACKGROUND

With a degree in Structural Engineering and Architecture, Alex has a broad and varied perspective in structural engineering design. His multidisciplinary background gives him the ability to easily recognize design concerns when it comes to structures. His project experience includes a wide variety of building types for both public and private sectors. Alex's responsibilities include designing structural systems for new and existing buildings in Revit/BIM, production of contract documents from schematic design through project close-out, code research and construction administration.

EXPERIENCE

Polk County Northeast Government Center, Lake Alfred, Florida

New administration building consolidates multiple government services into one location. Facilities include tax collector's office, Supervisor of Elections, property appraiser, Clerk of Courts, courtrooms, judiciary offices, State Attorney's office, and conference rooms. \$20 million / 70,000 sf

Polk County Parking Garage, Bartow, Florida

New four-story, 679-car parking structure is designed with precast concrete and includes automated parking equipment, with stairs and elevator towers. Project also includes sidewalks, concrete curbs, and canopies at the bus stops and exits, along with a covered walkway between the garage and the courthouse. Addressed extensive subterranean Karst (sinkhole) formations through the implementation of an innovative mat foundation system. \$8.8 million / 261,300 sf

Fourth District Court of Appeals, West Palm Beach, Florida

New three-story courthouse with two-level, parking garage housing 350 cars, later redesigned for wall supported precast system rather than column support. LEED Registered. ENR Southeast 2018 Best Project, Government/Public Building. \$22.7 million / 150,000 sf (44,000 sf courthouse and 106,000 sf garage)

General Services Administration, Pensacola Federal Building and U.S. Courthouse Design-Criteria, Pensacola, Florida

The design criteria package includes 30% construction documents for soliciting, competing, and selecting a Design-Build Team. The design includes physical security and blast resistance; compliance with current wind criteria for new façade, windows, and roof systems; new voice-activated fire alarm and replacement of fire pump and sprinkler system; BAS/EMA control system; energy modeling to identify energy effective strategies, LEED potential, and assessment; and new lighting control system and occupancy sensors. \$31 million / 85,000 sf

Broward County Judicial Complex North Tower Chillers Replacement, Fort Lauderdale, Florida

Demolition and design for replacement of existing chillers as well as design of a new HVAC system to serve the chiller room and to replace the existing exhaust system.



EDUCATION

University of Central Florida
B.S., Civil Engineering
2014

University of Florida
B.S., Architecture
2005

YEARS OF EXPERIENCE

TLC: 9 years

Prior: 9 years

REGISTRATIONS

PE FL 95429

WILLIAM “MATT” CARR

Senior Associate | Lead Technology Consultant

BACKGROUND

With over 20 years of experience, Matt is well-versed in electrical, communications & technology, electronic systems engineering, including fire alarm, security, local and wide-area networking topologies using wireless, fiber optic and Cat 6-based distribution systems. He focuses on the design infrastructure cabling for networking, fiber optics and CATV. Matt uses his design build background to ensure that a coordinated project is delivered to the client within the project budget.

EXPERIENCE

Seminole County Five Points Judicial Center, Sanford, Florida

Design-build of multi-story courthouse annex, 450-space parking garage structure, and Sheriff's Office Support area. \$46 million / 293,058 sf

Volusia County Department of Corrections, Branch Jail and Corrections Facility, Daytona Beach, Florida

Five year phased security upgrade to jail and detention facility. Phase one consists of assessment/recommendation phase to assist in securing capital funding. Phase two includes upgrades to detention hardware, detention control, CCTV, intrusion detection, intercom, inmate phone, inmate television, lighting control, and the central control station. County is completing existing projects prior to the start of this security upgrade; TLC has signed a two (2) year extension. \$9.5 million

Flagler County Sheriff's District 3 Administration and Operations Complex, Bunnell, Florida

New two-story administration and operations center. A space needs assessment reduced original square footage from 81,000 sf down to 51,000 sf. New facility is designed to accommodate future growth. Technology design services include AV, voice-data, and security design, specifications and construction administration services. \$21 million / 51,615 sf

Daytona State College Training Facility, DeLand, Florida

New firing range and training facility includes driving pad, running track, refurbished classroom space, and tactical training universities. Facility provides the Daytona State College's Law Enforcement Academy with an on-site, all-weather training space. Law enforcement officers are utilizing this space for continuing education opportunities \$6.5 million / 15,173 sf

Chatham County Emergency Operations Center, Savannah, Georgia

New facility multi-agency public safety accommodates the county, the city and airport emergency staff's current and future needs as defined in the 2039 final Spatial Needs Assessment. Housed within is an Emergency Operations Center, ER Communications Center, Traffic Management Center, and space for CEMA and City of Savannah. \$25 million / 63,000 sf

Lafayette Public Safety Center, Lafayette, Indiana

New three-story headquarters with a 1,300-sf command center and 500-car parking garage. The garage provides public and secured parking for city staff and police vehicles (including sally port). \$40 million / 60,000 sf



EDUCATION

University of Mississippi
M.S., Business Administration
1997

YEARS OF EXPERIENCE

TLC: 5 years

Prior: 22 years

TAW NORTH, RCDD, LEED AP

Principal | Technology Consultant

BACKGROUND

Taw has 20+ years of experience designing and commissioning low-voltage technology systems. Taw's expertise includes voice-data, security, access control systems, and AV systems specifically tailored to the unique demands of each facility. He works closely with owners to assure their project's technology and equipment goals are met and systems are fully operational upon occupancy. Taw has instructed BICSI accredited courses, authored various technical cabling papers, served as contributing author for a LAN design guide, and often speaks at industry conferences.

EXPERIENCE

Seminole County Five Points Judicial Center, Sanford, Florida

Design-build of multi-story courthouse annex, 450-space parking garage structure, and Sheriff's Office Support area. \$46 million / 293,058 sf

Volusia County Department of Corrections, Branch Jail and Corrections Facility, Daytona Beach, Florida

Five year phased security upgrade to jail and detention facility. \$9.5 million

Flagler County Sheriff's District 3 Administration and Operations Complex, Bunnell, Florida

New two-story administration and operations center. A space needs assessment reduced original square footage from 81,000 sf down to 51,000 sf. New facility is designed to accommodate future growth. Technology design services include AV, voice-data, and security design, specifications and construction administration services. \$21 million / 51,615 sf

Duval County Unified Courthouse, Jacksonville, Florida

Seven-story, design-build county courthouse. At the time of certification, the facility was the largest LEED-certified courthouse in the country. Certified LEED NC 2.2 Silver. \$181.5 million / 800,000 sf

Palm Beach County Courthouse Security System Renewal and Replacement, West Palm Beach, Florida

Replacement and upgrade of electronics, security, life safety systems and critical communications infrastructure, including an expansion of the command center. \$14 million / 950,700 sf

Miami-Dade Civil Courthouse, Miami, Florida

New 24-story courthouse with 46 courtrooms, space to accommodate future growth, and 59 parking spaces. County's first P3 project. Certified LEED BD+C: New Construction Gold v2.1. \$267 million / 640,000 sf

Fourth District Court of Appeals, West Palm Beach, Florida

New three-story courthouse with two-level, parking garage housing 350 cars. ENR Southeast 2018 Best Project, Government/Public Building. \$22.7 million / 150,000 sf (44,000 sf courthouse and 106,000 sf garage)

Plantation Key Courthouse, Plantation Key, Florida

New courthouse containing three courtrooms, offices for judges and clerks, State Attorney's office, Clerk of Court and Drug Administration, and 12,000-sf detention center and staff in a secure area. \$8 million est. / 30,000 sf



EDUCATION

U.S. Military Academy, West Point
B.S., Mechanical Engineering
1995

YEARS OF EXPERIENCE

TLC: 18 years
Prior: 6 years

CERTIFICATIONS

RCDD, BICSI
LEED AP, GBCI

PROFESSIONAL AFFILIATIONS

Society of American Military Engineers (SAME), Member
Healthcare Information and Management Systems Society (HIMSS), Member



EDUCATION

Master of Science
Civil Engineering
University of South Florida

Bachelor of Science
Civil Engineering
University of South Florida

REGISTRATION

Professional Engineer
Florida License # 70875

AWARDS

2013 Engineer of the Year
Florida Engineering Society
Ridge Chapter

2016 Project of the Year
Citrus Ridge: A Civics Academy
Florida Engineering Society
Ridge Chapter

Years of Experience 20
With this Firm 12
With other Firms 8



4685 E. County Road 540A
Lakeland, FL 33813
(863) 940-9979
Rodney@GaddCivil.com

RODNEY A. GADD, P.E. PRINCIPAL, PROFESSIONAL ENGINEER

As a founding Principal of Gadd & Associates since its inception, Rodney is responsible for direction and supervision of all design projects for the company. During his years of experience with private sector civil engineering firms, Rodney has become proficient with the design and permitting requirements of Polk County, surrounding municipalities, and local water management districts. Utilizing design and construction experience, his specific role with each project includes project management, scope adherence, drainage design, stormwater hydrology, roadway design, access management design, water / sewer utility design, accessibility requirements, value engineering, and construction engineering inspection activities.

EXPERIENCE HIGHLIGHTS

During his professional career while at Gadd & Associates and previous firms, Rodney has been the Engineer of Record for many successful private and public sector projects. For the past twenty years, a significant amount of his work has included design and permitting of large and small-scale residential, municipal, and educational facilities. These projects vary from full educational campus designs/improvements to smaller facility new construction, renovations, additions, and improvements, with construction costs ranging from \$50 thousand to \$60 million.

Rodney has been Engineer of Record for the PSCO Burnham-McCall K9 Training Facility, Polk County Tourism & Sports Building Expansion, Lawrence Crow Demo/Sally Port Construction, City of Apopka Fire Station # 5 (2018), Polk County - Marion Creek Fire Rescue (2017), Sumter County – Bushnell Fire Station (2016). Additional municipal/educational facility projects include: Auburndale Community Center, PSC Northeast Ridge Campus, LCS High School Building, Polk County Public Schools – Southwest Middle School Campus Renovation, Bartow High School Master Plan Renovation Phase 1, 2, and 3, Citrus Ridge Academy (new 30-acre campus), Mulberry Middle School Master Plan Renovation, to name a few.

By applying the concept that positive relationships are the only thing secondary to professionalism, Rodney has been able to streamline projects with contractors, municipalities, and clients throughout his professional career. With a focus on the willingness to spend the extra time for research, review, and value engineering, he is an asset to Owner/Development teams.



Ganesh Jiawon, LEED AP, CGC, MRICS

Principal-in-Charge / Chief Estimator



Ganesh is the President of CMI. He has over 40 years of combined Chartered Quantity Surveying, construction estimating, management consulting and contract administration experience. As the principal-in-charge, Ganesh makes all decisions pertaining to the management and the daily operations of CMI. He has applied the principles of Construction Management and Chartered Quantity Surveying towards the success of a long list of public projects and satisfied Owners. With the Chartered Quantity Surveying method of cost estimating, Ganesh can **effectively evaluate schemes and strategies** before the standard material take-off strategy of estimating would be possible. This will help the design team understand the **cost implications**

of major design decisions made early in the process. This way, **cost can be controlled with effective design-making** on the global scale, rather than incremental shifts late in the process. Life Cycle Costing calculations, even early in the design process, can objectively evaluate different schemes in terms of their long-term costs. He and key members of his staff are familiar with Construction Technology and Project Cost Control techniques.

His expertise includes all aspects of program controls to support Facility Owners. He is involved in all estimating tasks including cost modeling, cost benefit analysis, scope validation & programming estimates, VE & life cycle cost analysis, conceptual budgets, detailed design phase estimates, bid evaluation & analysis, cash flow projections, change order management / negotiations and settlement. He also manages the scheduling assignments that are performed in-house or by subconsultants, and all on-site project management and contract administration services provided by CMI. His involvement in multiple projects in Florida provides him with a thorough knowledge of local construction activities and a unique perspective of the costs of labor and materials that impact the market, are reflected in bid results and labor productivity during construction.

Select Project Experience

Volusia County Judicial Center Analysis, Volusia County, Florida /2023 / \$312 Million

New 5-story courthouse (156,898 SF), construction of a 4-story office building (95,932 SF) and construction of a new 405-spaces parking garage. Renovation of the existing S.J. Foxman building (85,722 SF) and renovation of the City Island annex (64,600 SF).

In 2017, CMI initially prepared a conceptual estimate of the various design options which was useful in helping the Owner make its final selection of the design and in April 2023 we prepared a conceptual cost estimate of the selected option. Construction will be phased so that operations in the existing Courthouse and the Administration buildings will be ongoing.

Seminole County 5-Points Building Assessment Report, Florida / 2022 / \$5M

CMI prepared a Rough Order of Magnitude (ROM) estimate which was separated into five (5) Bid Items. Project consist of the connections to the new chilled water system at each building (Advent Health & Hope Healing Center, Juvenile Detention Center, Juvenile Justice Center, John E. Polk Correctional Facility and Public Safety).

Alachua County Court Support Services, Gainesville, Florida

CMI initially prepared a Cost Model estimate of the various design options which was useful in helping the Owner make its final selection of the design. We later prepared Schematic and Design Development cost estimates of the selected option. When the project was discovered to be over budget, CMI was tasked by the Designer to prepare VE options and their costs, including ripple effect, to help bring the project back within its budget.

Department of Management Services Bernie McCabe 2nd District Court of Appeal New Courthouse, St. Petersburg, Florida / 2022 / \$69.4M

New construction of the 4-story courthouse building (78,958 sf.) option, plus a lower level. As the Cost Consultant on the Design Team, CMI prepared a Preliminary Design Estimate which was separated into two Bid Items and three Alternates (Generator, Add for Roadway Closure & Landscape/ Hardscape and 3-Story Building Option). Alternates were used to determine which options were within the project budget.

Education

- **Diploma in Quantity Surveying**
Royal Institution of Chartered Surveyors (RICS)
- **Bachelor of Science in Construction Management**
Pratt Institute
- **Technician Diploma in Building and Civil Engineering**

Registration, Accreditations, Affiliations

Green Building Certification Institute, LEED AP
State of Florida, CGC #1505217
Member of the Royal Institution of Chartered Surveyors (MRICS) England

Total Years of Experience: 45

Years with CMI: 30

Years In Current Role: 30

Vidisha Persad, B.S, E

Chief Estimator / Scheduler



Vidisha has 28 years' experience as an Estimator and several years as a Scheduler as the need arises. She prepares quantity take-offs (QTO) and detailed breakdown and pricing for all Architectural, Structural and Civil Trades, reviews and coordinates QTO from the other disciplines for the completion of estimates from conceptual through Construction Documents phase. She has also developed a keen eye to spot inconsistencies in the drawings during a project's early design stages and to query the Designers for clarification. While working as a cost estimator, Vidisha started learning and gaining scheduling knowledge by assisting Senior Schedulers on various scheduling tasks. She is now proficient in the following Scheduling software - Primavera (P6) and Microsoft Project. She has the capability of generating and creating activities in either software to create a schedule.

Vidisha is integral in assisting the CMI team of estimators in preparing and managing independent, objective and detailed cost estimates for the multiple discipline elements of various City of Orlando, City of Kissimmee, Orange, Sarasota and Lake Counties, Orlando Int'l Airport and Orange County Convention Center facilities, to name a few. The scope of work consists of a variety of building construction projects which included new construction, remodeling, renovation, repair, improvement/upgrades and extension of the facilities, buildings, appurtenant building structures, building systems and sites. The independent cost estimates for these projects were based on either project design concepts, sketches, narratives, schematic drawings, design development plans, final construction plans, field surveys and / or specifications.

Select Project Experience

Volusia County Judicial Center Analysis, Volusia County, Florida /2023 / \$312 Million

Senior Estimator: New 5-story courthouse (156,898 SF), construction of a 4-story office building (95,932 SF) and construction of a new 405-spaces parking garage. Renovation of the existing S.J. Foxman building (85,722 SF) and renovation of the City Island annex (64,600 SF).

Alachua County Court Support Services, Gainesville, Florida

Senior Estimator: prepared a Cost Model estimate of the various design options which was useful in helping the Owner make its final selection of the design and prepared Schematic and Design Development cost estimates of the selected option.

Seminole County 5-Points Building Assessment Report, Florida / 2022 / \$5M

Senior Estimator: CMI prepared a Rough Order of Magnitude (ROM) estimate which was separated into five (5) Bid Items. Project consist of the connections to the new chilled water system at each building (Advent Health & Hope Healing Center, Juvenile Detention Center, Juvenile Justice Center, John E. Polk Correctional Facility and Public Safety).

Seminole County Courthouse Expansion, Seminole County, Florida / 2023 / \$80M

Chief Estimator: prepared cost estimates at various Design Phase and 90% Construction Documents. This project generally consists of 201,155 sf expansion/ renovation of the existing 5-story Courthouse (including 17 jury and 4 non-jury courtrooms and one grand jury room) and site. Also included are the related mechanical and electrical work. The sitework includes twelve (12) secured parking spaces, new access-controlled surface parking (approximately forty-three (43) spaces) and two (2) barrier gates.

Department of Management Services Bernie McCabe 2nd District Court of Appeal New Courthouse, St. Petersburg, Florida / 2022 / \$69.4M

Chief Estimator: New construction of the 4-story courthouse building (78,958 sf.) option, plus a lower level. As the Cost Consultant on the Design Team, CMI prepared a Preliminary Design Estimate which was separated into two Bid Items and three Alternates (Generator, Add for Roadway Closure & Landscape/ Hardscape and 3-Story Building Option). Alternates were used to determine which options were within the project budget.

Education

- *Bachelor's Degree in Business Management (UCF)*
- *Associate of Arts Degree (Valencia College)*

Registration, Accreditations, Affiliations

- *American Society of Professional Estimators (ASPE)*

Total Years of Experience: 29

Years with CMI: 29

Years In Current Role: 22



BRIAN RUNKLES, P.E.
SENIOR GEOTECHNICAL ENGINEER

ARDAMAN & ASSOCIATES, INC., BARTOW



EDUCATION

M.S. Civil (Geotechnical) Engineering, University of South Florida, 2006
B.S. Civil Engineering, University of South Florida, 2005

REGISTRATION

Professional Engineer, Florida, No. 72229

EXPERIENCE

Mr. Runkles is Ardaman's Bartow Branch Manager. He oversees the technical and administrative operations of a full-service geotechnical engineering and construction materials testing operation. As a Senior Project Manager with 18 years of experience in the field of geotechnical engineering and construction management, Mr. Runkles conducts geotechnical evaluations and designs relating to major civil, mining, and waste disposal projects. His duties include preparing proposals and cost estimates, organizing, and coordinating field and laboratory testing programs, overseeing quality assurance testing, engineering analyses and recommendations, and preparing technical reports. He has experience on a wide range of projects, including highways and bridges, port facilities, including dredging and dredge disposal, earth dams for retention of industrial wastes, deep and shallow foundations for commercial and industrial complexes, retaining walls, and sinkholes.

Polk County Geotechnical Engineering and Materials Testing, Continuing Services Contract, Florida

Ardaman provides geotechnical investigations and recommendations for site preparation, pavement design, construction material testing, and various facility inspections. Mr. Runkles is a Senior Project Manager/Contract Manager on this contract that Ardaman has held for many years.

FDOT District 1, Geotechnical Continuing Services Contract

Mr. Runkles serves as Senior Engineer/Project Manager for Ardaman's geotechnical continuing services contract with District 1. Under this contract, Ardaman has completed nearly 80 task order assignments on many projects located in FDOT District 1.

Avenue C Stormwater Improvements Project, Winter Haven, Polk County, Florida

Mr. Runkles was the Project Manager for geotechnical site investigation services for the project with goals to aesthetically improve the local area, improve greenspace connectivity from downtown to the Chain of Lakes Complex, increase groundwater recharge, improve water quality in the Chain of Lakes area, increase public awareness of municipal water resources management, and construction of a new stormwater facility consisting of a dry retention pond. The scope of work included a field exploration program (hand augers for seasonal high water table determination, temporary well for determining field hydraulic conductivity testing using rising head sensitivity test method, Standard Penetration Test borings for retaining wall design) and a laboratory soil testing program (index testing on recovered samples, vertical permeability testing on undisturbed "Shelby Tube" samples).

US Hwy 17 (SR 55) at Spirt Lake Road, Polk County, Florida

Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway and intersection improvements. The scope of work included a field exploration program (hand augers for seasonal high water table determination, soil probes for muck delineation, and Standard Penetration Test borings at strain pole locations) and a laboratory soil testing program. He developed and provided soil properties required for the Roadway Soil Survey sheets and drilled shaft foundation analysis and design.

SR 659 (Combee Road) from US 98 to N Crystal Lake Dr., Polk County, Florida

Mr. Runkles was the Project Manager for geotechnical site investigation and geotechnical engineering services for roadway soil survey and pond site alternatives, including retaining walls and seepage-slope stability analyses for a berm between Crystal Lake and the pond.

THOMAS J. LETO, P.E.
SENIOR CONSULTANT**ARDAMAN & ASSOCIATES, INC., BARTOW****EDUCATION**

B.C.E. Civil Engineering, University of Florida, 1967

REGISTRATION

Professional Engineer, Florida, No. 12458

EXPERIENCE

Mr. Leto is a Senior Consultant and Reviewer for the Bartow office of Ardaman & Associates, Inc. He is responsible for determining the scope of services and workforce requirements for major geotechnical projects. Mr. Leto has over 55 years of experience in the field of geotechnical engineering and materials testing in Florida. During this time, he has designed and observed the construction of over 75 waste phosphatic clay containment dams for the Florida phosphate industry. Annually, he performs the safety inspection of over 100 miles of dams and provides annual training of dam inspection personnel for the phosphate industry. Mr. Leto is also involved in roadway design and both heavy and light construction with an emphasis on development over mined, reclaimed lands, weak fine-grained soils including muck and phosphatic clay (slimes), and mixed hydraulic fills. He has evaluated the use of Portland cement and crushed natural and artificial aggregates to strengthen base materials.

Projects Included:

Polk County BOCC Parking Garage & Office Building, Main Street, Bartow

Engineer-in-Charge of the geotechnical investigation.

Sebring Parkway Phase III, Sebring, Highlands County, Florida

Engineer-in-Charge of a geotechnical investigation and recommendations for a 4.2-mile design-build project

Harden Boulevard Widening & Realignment, Lakeland, Florida

Project Manager for a geotechnical investigation and oversight of construction materials testing services for this major roadway.

Connersville Road Relocation Over Reclaimed Mine Land, Bartow, Florida

Mr. Leto designed a roadway embankment and provided oversight of QA/QC testing for a new road constructed in reclaimed mine cuts.

Proposed New Emergency Operations Warehouse Building, Polk County Board of County Commissioners.

Project Manager for shallow soil investigation and testing of fill pad for a warehouse building.

Walk-in-Water Road Bridge 164304 Replacement Project, Lake Wales, Polk County

Senior Consultant, reviewer of the geotechnical investigation report.

Winter Haven Transit Transfer Station

Geotechnical evaluation.

Bartow High School Expansion

Project Consultant for geotechnical investigation and analysis and design of foundations.



**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 4
Polk County Entity**



TAB 4 - POLK COUNTY ENTITY

FIRM ADDRESS

150 N. Orange Ave, Suite 420
Orlando, FL 32801
Phone: 407 992.6300

Staff at Location: 20 employees

SLAM currently holds a continuing services contract with Polk County. For this contract, all work and services will be performed out of our local Orlando office where we employ 20 substantial staff of architects, interior designers, and engineers less than 60 miles from the City of Bartow in Polk County. As we have recently completed several projects for Polk County; we have proven our ability to provide our services locally. In November 2022, we relocated from our previous 4700 Millenia Boulevard Orlando office of 35 years to our current location of 150 N. Orange Ave., Orlando.

FIRM ADDRESS

2005 E. Edgewood Drive Lakeland,
Florida 33803

Staff at Location: 18 employees

Straughn Trout Architects is centrally located in Lakeland, Florida and has provided professional services for projects across the State of Florida and the country. We are well-established in Polk County and have remained in the same office location for the past forty-five (47) years. STA's location and local tenure gives them a thorough understanding of the Polk County area, including the location of the proposed new facility in Bartow. All work and services will be performed out of their Lakeland office.

FIRM ADDRESS

4685 E. County Road 540A
Lakeland, FL 33813

Staff at Location: 4 employees

GADD & Associates' staff totals 4 highly qualified professionals who bring a wealth of knowledge to each project, based on experience and understanding of Client's needs, to deliver each construction project in a timely and economical manner. In March 2022, they relocated from their previous HWY 98 S, Lakeland office of 9 years to their current location of 4685 E. County Road 540A, Lakeland, 33813, Polk County, Florida.

FIRM ADDRESS

1525 Centennial Blvd
Bartow, FL 33830

Staff at Location: 37 employees

Ardaman is one of Florida's largest geotechnical, materials testing, environmental, and geoscience consulting firms. Ardaman employs over 400 professional engineers, scientists, technicians, drilling personnel, technical assistants, and support staff. The work will be performed out of their Bartow office.



**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 5
W/MBE Certification**



TAB 5 - W/MBE CERTIFICATION

SLAM strongly encourages and supports the involvement of Women-Owned Business Enterprises (WBE) and Minority-Owned Business Enterprises (MBE) in the execution of our services throughout the country. SLAM seeks out W/MBEs who will do more than merely fulfill percentage requirements or goals established by our clients. Rather, we seek firms that round out and expand upon the considerable capabilities of the SLAM organization, have an established local reputation for high quality work, and are of sufficient size to meet the requirements of the project.

For the purposes of this contract, our subcontractors CMI, a Minority Business Enterprise certified by the State of Florida, will be performing Cost Estimating services.





SLAM

**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 6
Interaction with County and Regulatory Agency Staff**



TAB 6 - INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

Our team has both unmatched experience in the design and construction of many building types within Central Florida and expertise in project permitting throughout all Polk County jurisdictions.

COUNTY & REGULATORY AGENCY INTERACTION

Our proposed design team has a proven track record of successful collaboration with Polk County's Facilities Management Division and other governing authorities, ensuring seamless coordination throughout all phases of design and construction. Our team members maintain strong relationships with regulatory agencies and consistently communicate with Polk County Facilities group, local officials, utilities, and courthouse user groups to facilitate smooth project progression. Our established practice involves engaging Polk County users during both the initial design and construction document phases. This proactive approach familiarizes agencies with project goals early in the process and ensures that code compliance is addressed efficiently.

The SLAM team's approach to permitting services is one of open and frequent communication. We meet early and often with the building department, water management district, health department, FDOT and other governing agencies to review our design plans and code requirements. Our goal is to include the permitting agencies as part of our team. This process has helped us shorten permitting time frames and avoid unnecessary glitches during the process.

POLK COUNTY-SPECIFIC EXPERIENCE

During the years SLAM has been involved with an extensive number of projects in Polk County including a total of 85 renovation and/or expansion projects at Lakeland Regional Medical Center. Other work includes the Northeast Government Center, Lakeland Cancer Center, the Polk County Jail in Frostproof, the Polk County Public Safety complex, Berkley Accelerated Middle School, and various studies and renovations for the Polk County Judicial System. As a result of this work, SLAM's architect have worked with many governing agencies within Polk County and are familiar with each agency's design criteria.

Listed below are just a few of the agencies the team has worked with in recent years:

- City of Lakeland
- City of Bartow
- City of Winter Haven
- City of Kissimmee
- Hillsborough County
- Polk County Utilities Department
- Polk County Health Department
- Polk County Land Development Division
- Polk County Facilities





**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 7
Timely Completion of Projects**



TAB 7 - TIMELY COMPLETION OF PROJECTS

The SLAM team's ability to meet the obligations of this contract is evidenced by our performance and successful completion of similar projects and contracts. We are committed to meeting the needs of Polk County with respect to schedule and budgets.

SLAM's current workload includes a combination of long-term contract commitments and short duration task orders. Several of our long-term contracts will be coming to completion over the next few months. Many of our larger project commitments have transitioned into construction. Our federal Courthouse in Huntsville Alabama is finishing construction and coordinating with art in architecture installation. Our courthouse in Columbus Georgia is under construction and we have a local partner architecture firm shouldering the on-site construction administration activities.

Our involvement with the Federal courthouse in Hartford Connecticut is currently paused do to the new administration adjusting project scope.

Our current work in Polk County which includes a feasibility study for Community Health and the Hunt Fountain Soccer renovation are winding down.

We are well positioned to begin work immediately and to commit the best staff to this assignment. We have been awaiting this project for over a decade and we will make it a priority in our studio and firm.

One of the SLAM strengths is the ability to provide the resources necessary to respond to a client's emergency needs and requests. When the Osceola County Jail experienced an inmate escape, SLAM proactively met with the Sheriff the very next day and a mitigation plan was developed to increase security measures at the facility. Within days, additional perimeter fencing and lighting improvements were being made and more security cameras were being installed. This is just one example of many that illustrate our commitment to client needs and prompt responsiveness.

Key personnel will respond directly to the needs of the County and a clear line of responsibility will be established from the beginning of each project. We are confident that our team's ability to handle the scope of services required under this contract is not affected by their existing workload, which does not include any substantial long-term project commitments for any of our team members.





SLAM

**Proposal for
Architectural/Engineering Services
Polk County Courts & County Annex Building**

**RFP 25-185 Tab 8
Surveys of Past Performance**



Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: James Anderson Jr (Name of Person completing survey)

Forsyth County General Services (Name of Client Company/Consultant)

Phone Number: (704) 796-1329

Email: andersja@forsyth.cc

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Forsyth County Courthouse

Name of Vendor being surveyed: The SLAM Collaborative

Cost of Services: Original Cost: \$7,350,000 Ending Cost: \$7,350,000

Contract Start Date: May 2018 Contract End Date: October 2023

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	n/a
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator James Anderson Jr

Signature of Evaluator: DocuSigned by:
James Anderson, Jr.
8091867383314C0...

Please fax or email the completed survey to: Sjohnson@slamcoll.com

Comments: Slam was incredible to work with; Shane, Doug and Barbara were instrumental in the success of our courthouse project. Having their expertise was invaluable in managing elected officials, budget, and construction constraints.

Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: Ryan Pruett (Name of Person completing survey)

Columbus Consolidated Government (Name of Client Company/Consultant)

Phone Number: (706) 225-4126 Email: rpruett@columbusga.org

Total Annual Budget of Entity \$334 million

Subject: Past Performance Survey of Similar work:

Project name: Columbus Consolidated Government Justice Center

Name of Vendor being surveyed: The SLAM Collaborative

Cost of Services: Original Cost: \$192.5 Million (Estimated) Ending Cost: _____

Contract Start Date: November 2019 Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /Individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /Individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Ryan Pruett

Signature of Evaluator: _____

Please fax or email the completed survey to: Sjohnson@slamcoll.com

Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: Jeff Hencz (Name of Person completing survey)
Snohomish County Facilities Management (Name of Client Company/Consultant)
Phone Number: (425) 388.3154 Email: Jeffery.Hencz@co.snohomish.wa.us
Total Annual Budget of Entity _____
Subject: Past Performance Survey of Similar work:
Project name: Snohomish County Courthouse Renovation & Addition
Name of Vendor being surveyed: The SLAM Collaborative
Cost of Services: Original Cost: _____ Ending Cost: \$52.4 million
Contract Start Date: July 2014 Contract End Date: June 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	8
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Jeff Hencz

Signature of Evaluator: 

Please fax or email the completed survey to: Sjohnson@slamcoll.com

Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: Kaleigh Ford (Name of Person completing survey)
Design and Construction Division (Name of Client Company/Consultant)
Phone Number: 512.318.8858 Email: kaleigh.ford@gsa.gov
Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: San Antonio Federal Courthouse

Name of Vendor being surveyed: The SLAM Collaborative

Cost of Services: Original Cost: N/A Ending Cost: N/A

Contract Start Date: April 19, 2018 Contract End Date: May 11, 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	N/A
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	8
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Kaleigh Ford

Signature of Evaluator: Kaleigh Ford

Please fax or email the completed survey to: Sjohnson@slamcoll.com

Survey Questionnaire – Polk County

RFP 25-185, Architectural and Engineering Services for the Courts & County Annex Building

To: Mark Kithcart (Name of Person completing survey)

Polk County Facilities Management Division (Name of Client Company/Consultant)

Phone Number: (863) 534-5511 Email: markkithcart@polk-county.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Northeast Government Center

Name of Vendor being surveyed: The SLAM Collaborative

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: April 2019 Contract End Date: February 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Mark Kithcart

Signature of Evaluator: _____

Please fax or email the completed survey to: Sjohnson@slamcoll.com



September 17, 2025

Mr. Keith Tate, Facilities Management Director
Polk County Board of County Commissioners
2160 Marshall Edwards Drive
Bartow, Florida 33830
keithtate@polk-county.net

Fee Proposal for Design Services of:

Client Project: Polk County Courts & County Annex Building
SLAM Project: 25053.00 (Phase 1) and 25053.01 (Phase 2)

Dear Keith,

The S/L/A/M Collaborative, Inc. ("SLAM") is pleased to present our proposal for professional design services of the above-referenced project for your review and acceptance.

I. Project Scope

The primary scope of the project will be to develop a theoretical "right-sized" space program for the 10th Circuit courts and the Polk County Board of County Commissioners Administration Building for a new Annex. Those projected space needs will be used to develop a campus masterplan that employs a new annex that serves mainly the Courts and if space is required, County Administration. The project will be divided into two phases:

Phase One: Programming + Masterplan Update involving architectural design, interior design, and courts programming, including a review and update of the current and future space needs for the 10th Circuit courts and the Polk County Board of County Commissioners Administration Building, update the masterplan to include a new Courts and County Annex building and the development of a corresponding cost model.

Phase Two: Full Architectural and Engineering Services to include design, permitting, surveying, bidding documents and construction administration services.

It is understood that Phase Two will be contracted separately under the standard terms and conditions of the provided example "Polk County Architectural/Engineering Services Agreement". Proposed fees and schedule for Phase Two will be developed following the approval of Phase One services.

II. Scope of Services

SLAM will identify comparable State and regional courthouse and county administration facilities, and schedule and facilitate benchmarking tours with Polk County representatives and key users, as appropriate.

SLAM will review utilization data, case load history, visitor data, and other usage documents (provided by Polk County and Judiciary). This data may include cases filed, number of judges assigned, courtroom sessions, security screenings, and custody volumes of all existing spaces.

SLAM will review and recommend best practices in courthouse and county government programs and services to determine projected growth and trends, to reflect current and future space needs, and to establish a set of parameters for development of the program. Space needs may include court sets, transaction spaces, court offices, detention and security functions, and other applicable support spaces. Best practices in courthouse design are expected to include reduced or shared use of court functions/spaces, technological innovations, design specifics for implementing restorative justice trends, and other guidelines to maximize efficiencies.

SLAM will create a tabular space program, expressed in net square feet with net to gross ratios and gross square feet requirements, that compares existing conditions, existing space utilization, projected space needs, and "right- sized" conditions, based on current trends and industry standards for new courthouse and county government projects. The space program shall define the area of all rooms and services/departments in the new/existing facilities and overall building size. The program will have an accompanied narrative that outlines the benefits of current trend/best-practice recommendations and cite precedent usage/adoption.

SLAM will utilize the projected space needs for the Courthouse, Administration building, and proposed annex to develop stacking and blocking diagrams, phased implementation and corresponding site improvements.

Parking and Traffic Study

Traffic Planning and Design [TPD] will assess current and future parking needs for the campus including the existing jail and proposed courthouse annex and analyze existing traffic patterns and project impacts of the proposed development. Based on these findings we will recommend transportation improvements to support phased development and long-term use.

Data Collection & Site Analysis

- Collect existing traffic volumes (AM/PM peak hours) at key intersections.
- Assess vehicular, pedestrian, and bicycle circulation patterns.
- Inventory existing parking facilities and usage (on-site and nearby public/employee lots).
- Obtain and review planned development documents (site plans, demolition schedules, future programs).
- Coordinate with County staff to validate assumptions and access available GIS or traffic data.

Parking Study

- Evaluate current parking supply and utilization.
- Estimate parking demand for future courthouse annex (based on staffing, visitors, peak periods).
- Develop parking projections for Phase 1 and future buildout.
- Recommend short-term and long-term parking strategies.
- Identify locations and concepts for structured or surface parking (if needed).

Traffic Impact Analysis (TIA)

- Forecast traffic generated by the proposed courthouse annex and related operations.
- Analyze impacts to surrounding intersections and road segments.
- Model traffic operations under future conditions (using Synchro or equivalent software).
- Recommend mitigation measures (signal timing, turn lanes, access changes, etc.).
- Evaluate ADA access, emergency access, and connectivity with public transportation (if applicable).

Site + Civil Engineering Assessment

GADD & Associates, our civil engineers, will conduct an analysis of the property to identify applicable design criteria for future redevelopment of the parcel. Overall plans and written descriptions will be provided that are conceptual in nature. Scope may include new buildings, along with the necessary infrastructure associated, such as parking, utility services, stormwater treatment and roadway alterations/modifications. Generally, the following is the scope of work.

- Provide a written description of the land uses and acceptable future land uses of the property based upon City of Bartow planning and zoning maps. The report will identify whether parcels can accommodate office space and other uses currently considered for the master plan redevelopment area. Provide the calculation needed to determine the number of parking spaces required for the land uses considered for the master plan redevelopment area (typically number of parking spaces per 1000 sf of building square footage).
- Develop an overall plan that identifies existing wetlands (from National Wetlands Inventory databases), existing flood plains (based on FEMA Flood Map Service Centers), existing stormwater treatment ponds and areas that currently have existing environmental resources (stormwater) permits issued by the Southwest Florida Water Management District (SWFWMD). Summarize the findings through a written description that identifies implications of these conditions on the overall development strategy.
- Gather existing utility maps of the properties from the City of Bartow Utility Department that shows existing water/sewer/fire facilities in the parcels. Present this information in an overall site plan. The need for offsite improvements will not be addressed.
- Gather existing maps of power and telecommunication from the Providers and present these in an overall site plan.

Geotechnical

The following services will be provided in order to obtain information on the general subsurface soil and groundwater conditions at the project site. The subsurface conditions encountered will then be evaluated with respect to the suitability of the site for the planned courts annex building. In this regard, due diligence geotechnical engineering evaluations for the following elements will be provided.

- Review readily available published geologic and topographic information. This published information will be obtained from the appropriate quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Polk County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS).

We will also review existing geotechnical data that can be made available to us for existing Polk County buildings in the immediate area of the proposed annex.

- Execute a program of subsurface sampling and field testing consisting of Standard Penetration Test (SPT) and auger borings. For the due diligence study, we propose to drill four SPT borings in the planned building areas, plus four auger borings across the site. The SPT borings will be extended to depths in the range 80 to 100 feet below grade to allow for the evaluation of both shallow and deep foundation support systems. The auger borings will be extended to depths of 15 feet below grade to further access the shallow soil and groundwater conditions.

The boring locations will be established in the field by using handheld GPS equipment and plans provided to PSI. Upon completion of drilling, the shallow borings will be backfilled with soil cuttings and the deeper SPT borings being grout sealed as appropriate and as required by the Water Management District.

- Visually classify and stratify representative soil samples in the laboratory using the Unified Soil Classification System (USCS). Conduct a limited laboratory testing program to confirm soil classification and to determine necessary engineering properties and parameters. Identify soil conditions at each boring location and form an opinion of the site soil stratigraphy.
- Collect groundwater level measurements in the boreholes at the time they are drilled and estimate normal seasonal high groundwater levels for the property.

The results of the field exploration and laboratory tests will be used in the engineering analysis and in the formulation of our due diligence geotechnical engineering recommendations for the site. The results of the subsurface exploration and laboratory testing, including PSI's recommendations and the data on which they are based, will be presented in a written engineering report prepared by a Professional Engineer licensed in the State of Florida.

Concept Development

SLAM will develop architectural planning options for locating projected space needs at existing County/Courts facilities or within the proposed Annex. The study will address county operational needs at the current campus. The range of concept development will include existing facility demolition/ renovation or expansion recommendations, site development planning issues (land utilization, pedestrian and vehicular circulation, parking, areas for expansion, storm water retention/detention and landscape forms), and architectural concepts. The study will also include evaluation and structural needs that would be required to build a secure elevated pedestrian walkway from the existing courthouse to the annex facility. The architectural concepts will include initial massing studies and character sketches of a proposed annex that satisfy the goals and objectives of Polk County.

These planning options will illustrate how County space needs can be accommodated and define the proposed new facility. In addition, the planning development will demonstrate a phased implementation strategy, future expansion capabilities and develop order of magnitude budgets per phase.

The design team will conduct planning sessions to develop conceptual site plans/diagrams of building pad[s], associated parking, and infrastructure requirements for the proposed expansion.

Generally, the following is the scope of work:

- Develop graphic site diagrams, building footprints showing, recommended adjacency diagrams/matrix, stacking and blocking options, proposed new facility plans and massing.
- Attend (2) meetings with the team to refine the package. (one in person/one virtual)
- Provide summary report with our findings and recommendations for site development and conceptual master planning.

Cost Modeling

Armed with as much of the programming/conceptual design information as possible, our cost consultant, CMI is now able to prepare and submit the best possible estimate to Polk County. Hence, it is critical that the planning phase estimate be skillfully prepared and flexible so that Polk County may evaluate alternatives, vis-à-vis costs. We propose to develop a **Parametric Estimate**, similar to the process for the Polk County Government Center project. CMI will separate the costs of the Building and Sitework. CMI worked closely with the Architect and County to identify which options were feasible given the budget constraints.

This Conceptual Estimate at the Planning Phase will serve overall control purposes such as:

- Establishment of a budget
- Confirmation of a budget
- Establishment of design-to-cost targets

III. EXCLUSIONS

- Any graphic representation of space standards, individual room data sheets, departmental plan diagrams.

- Any detailed on-site utilization assessment surveys for courtrooms housed in the existing Polk County Courthouse including utilization and occupancy data to inform court sets programming.

IV. Project Team

We will provide architectural and interior design services comprised of professionals from the Orlando SLAM studio, Associate Architect Straughn Trout Architects, TLC Engineering for MEP Engineering, GADD & Associates for Civil engineering, CMI Cost Estimating, Traffic Planning and Design [TPD], Inc. for parking and traffic study and Intertek PSI for Geotechnical Engineering.

V. Compensation

We propose to provide the above Scope of Services for a Fixed / Lump Sum fee as allocated below, invoiced monthly as a percentage of completion. Our Standard Fee Schedule and Standard Terms & General Conditions are included below.

Phase One Services	
Courthouse Tours	\$ 16,883
Program Development Phase	\$ 159,477
Site & Civil Engineering Assessment	\$ 12,780
Traffic & Parking Analysis	\$ 19,290
Geotechnical Assessment	\$ 31,780
Concept Development / Masterplan	\$ 210,776
Cost Modeling	\$ 41,151
Subtotal	\$ 492,137
Reimbursable Expense Allowance	\$2200
Total Lump Sum Fee	\$494,337

VI. Project Schedule

We propose the above project scope of **Phase One** services to run concurrently, and that project schedule will be **18** weeks following receipt of case load and utilization data provided by Polk County and Courts. A detailed schedule will be developed upon the execution of the contract.

We appreciate the opportunity to work with you on this project. Please let me know if you have any questions or would like any additional information.



Douglas Kleppin, Principal, AIA
(407) 992-6368, dkleppin@slamcoll.com

2025 – 2026 HOURLY FEE SCHEDULE

The basic hourly fees for this firm are charged at the following rates:

Architecture

Principal	\$315.00
Proj. Manager / Sr. Proj. Manager	\$185.00 / \$225.00
Project Architect / Sr. Project Architect	\$155.00 / \$195.00
Design Architect / Sr. Design Architect	\$145.00 / \$200.00
Staff Architect / Sr. Staff Architect	\$100.00 / \$140.00
Planner	\$225.00
Specifications Writer	\$175.00
Cost Estimator	\$135.00
Construction Representatives	\$180.00
BIM / IT Support	\$150.00
Support Staff	\$100.00

Interior Design

Principal	\$315.00
Sr. Interior Designer	\$165.00
Interior Designer	\$125.00
Interior Design Staff	\$85.00

Engineering

Principal	\$315.00
Civil Engineer	\$210.00
Structural Engineer	\$180.00
Staff Engineer	\$120.00

Landscape Architecture

Principal	\$315.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$135.00
Landscape Design Staff	\$95.00

EXHIBIT B
SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services for updating master plan, design and construction of the 10th Judicial Circuits Courts and the Polk County Board of County Commissioners administration building.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the

design of the project. Key decision-making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the Consultant to the following client representatives:

- 1.6.1. Board of County Commissioners
- 1.6.2. Executive Task Force
- 1.6.3. User group(s)
- 1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

- 2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

- 2.2.1. Land Utilization
- 2.2.2. Building locations
- 2.2.3. Utility Systems
- 2.2.4. Surface and subsurface conditions (By Owner)
- 2.2.5. Vegetation (By Owner)
- 2.2.6. Survey (By Owner)
- 2.2.7. Land Use Restrictions
- 2.2.8. Historical analysis
- 2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

- 3.1.1. Functional Requirements Analysis
- 3.1.2. Interior Development Guidelines
- 3.1.3. Space Standards
- 3.1.4. Preliminary Program Space Estimates
- 3.1.5. Space and Equipment Program
- 3.1.6. Special Building System Requirements
- 3.1.7. Micro-Adjacency Requirements
- 3.1.8. Prepare Final Draft Program
- 3.1.9. Prepare Final Program Report

4.——Intentionally Omitted

4.1.1——

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:

5.1.1.1. Conceptual Planning/Massing Options

5.1.1.2. Final Conceptual Site and Building Plans

5.1.1.3. Preliminary Sections and Elevations

5.1.1.4. Preliminary Selection of Building Systems and Materials

5.1.1.5. Development of Approximate Dimensions, Areas and Volumes

5.1.1.6. Perspective sketch – eye level

5.1.1.7. Study model

5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:

5.1.2.1. Plans, sections and elevations

5.1.2.2. Typical construction details

5.1.2.3. Three-dimensional sketch

5.1.2.4. Study model

5.1.2.5. Final materials selection

5.1.2.6. Equipment layouts

5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:

5.2.1.1. A structural system

5.2.1.2. Alternate structural systems, if required

5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:

5.2.2.1. Basic structural system and dimensions

5.2.2.2. Final structural design criteria

5.2.2.3. Foundation design criteria

5.2.2.4. Preliminary sizing of major structural components

5.2.2.5. Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1. Energy source(s)

5.3.1.2. Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5. Plumbing

5.3.1.6. Fire protection

5.3.1.7. General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1. Approximate equipment sizes and capacities

5.3.2.2. Preliminary equipment layouts

5.3.2.3. Required space for equipment

5.3.2.4. Required chases and clearances

5.3.2.5. Acoustical and vibration control

5.3.2.6. Visual impacts

5.3.2.7. Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

- 5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

- 5.8. **Environmental Graphic Design Services:** The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

5.8.1. Design Development:

5.8.1.1.Consider design approaches; determine elements needed for identity, information and wayfinding.

5.8.1.2.Begin development of sign prototypes.

5.8.1.3.Develop preliminary location plans.

5.8.2. Construction document preparation.

5.8.3. Construction observation and submittal review.

5.8.4. Interior sign types to include:

5.8.4.1.Primary room ID (changeable name inserts in some locations).

5.8.4.2.Restroom ID.

5.8.4.3.Stairway ID and stairway level ID.

5.8.4.4.Building Code required ID.

5.8.4.5.Fire exit plan.

5.8.4.6.Building directories.

5.8.5. Exterior sign types include:

5.8.5.1.Main entrance identification.

5.8.5.2.Vehicular directional.

5.8.5.3.Regulatory / Warning identification.

5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

5.9.1. During the Schematic Design phase consisting of:

5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.

5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.

5.9.2. During the Design Development phase consisting of activities by in-house personnel in:

5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.

5.9.2.2.Coordination of similar activities of other disciplines.

5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.

5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:

- 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Contractor
- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
- 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
- 5.9.3.4. Coordination of the development of Specifications by other disciplines.
- 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.

5.10. At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

6.1. Bidding Materials services consisting of organizing and handling Bidding Documents for:

- 6.1.1. Coordination
- 6.1.2. Reproduction by County
- 6.1.3. Completeness review

6.2. Addenda services consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.

6.3. Bidding/Negotiation services consisting of:

- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.

6.4. Analysis of Alternates/Substitutions consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

7.1. Submittal Services consisting of:

- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
- 7.1.2. Distribution of submittals to Contractor.
- 7.1.3. Related communications.

- 7.2. **Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.
 - 7.2.1. Site visitation by Project Manager or Project Architect every other week.
 - 7.2.2. Periodic site visits by other staff to observe the progress of the project.
- 7.3. **Responses to Requests for Information (RFI)**
 - 7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents
- 7.4. **Supplemental Documentation services** consisting of:
 - 7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.
 - 7.4.2. Providing guidance to the Contractor in conjunction with the Owner relative to changed requirements and schedule revisions.
- 7.5. **Quotation Requests/Change Orders** consisting of:
 - 7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.
 - 7.5.2. Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.
 - 7.5.3. Review and recommendations relative to changes in time for Substantial Completion.
 - 7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.
 - 7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.
 - 7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.
- 7.6. **Contract Cost Accounting services** consisting of:
 - 7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.
 - 7.6.2. Evaluation of Applications for Payment and certification thereof.
 - 7.6.3. Review and evaluation of expense data submitted by the Contractor for Work under cost-plus-fee arrangements.
- 7.7. **Interpretations and Decisions** consisting of:

- 7.7.1. Review of claims, disputes, or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.
- 7.7.2. Rendering written decisions.
- 7.8. **Project Closeout services** initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
 - 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
 - 7.8.2. Recommendation of the amounts to be withheld until final completion.
 - 7.8.3. Intentionally Omitted
 - 7.8.4. Issuance of Certificate(s) of Substantial Completion.
 - 7.8.5. Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance.
 - 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
 - 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
 - 7.8.8. Issuance of final Certificate(s) for Payment.
 - 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/ Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Contractor. Services include one final inspection for each certification.

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

- 8.1.1. Making arrangements for obtaining from Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Contractor.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Contractor.
- 8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

8.2. Warranty Review consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor for correction of noted defects.

9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit "C" for additional Services.

9.1. Owner-Provided Services:

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

9.2. Mock-Up Services relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

9.3. Prepare an Inventory of existing furniture and equipment that will be placed in the new facilities.

9.4. Value Engineering – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer ("VE") to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum "at the time the services are requested" to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

- 9.5. **Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria. Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.
- 9.6. **Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.
- 9.7. **Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.
- 9.7.1. **Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.
- 9.7.2. **Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.
- 9.7.3. **Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.
- 9.7.4. **Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.
- 9.7.5. **Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

9.7.5.1. Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2. Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1. Assistance Stations

9.7.6.2. Parking Area Equipment (cameras, card access control)

9.7.6.3. Wireless Duress

9.7.6.4. Hydraulic Barriers

9.7.6.5. Biometrics

9.7.6.6. Perimeter protection systems

9.7.6.7. Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

Exhibit C

Hourly Fee Schedule

The basic hourly fees for this firm are charged at the following rates:

Architecture

Principal	\$315.00
Proj. Manager / Sr. Proj. Manager	\$185.00 / \$225.00
Project Architect / Sr. Project Architect	\$155.00 / \$195.00
Design Architect / Sr. Design Architect	\$145.00 / \$200.00
Staff Architect / Sr. Staff Architect	\$100.00 / \$140.00
Planner	\$225.00
Specifications Writer	\$175.00
Cost Estimator	\$135.00
Construction Representatives	\$180.00
BIM / IT Support	\$150.00
Support Staff	\$100.00

Interior Design

Principal	\$315.00
Sr. Interior Designer	\$165.00
Interior Designer	\$125.00
Interior Design Staff	\$85.00

Engineering

Principal	\$315.00
Civil Engineer	\$210.00
Structural Engineer	\$180.00
Staff Engineer	\$120.00

Landscape Architecture

Principal	\$315.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$135.00
Landscape Design Staff	\$95.00



EXHIBIT D
SCHEDULE OF REIMBURSABLES

- | | |
|---|---|
| 1. Subcontractor Services | Actual Costs |
| 2. Travel Expenses | In accordance with Chapter 112.061, F.S.; |
| and further defined in the Polk County Employee Handbook. | |
| 3. Postage, Fed Express, UPS | Actual Costs |
| 4. Pre-approved Equipment | Actual Costs |
| (includes purchase and rental of equipment used in project) | |