

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Tabatha Shirah, Ext. 5935

Division: Procurement – AS05

Date: 9/23/25

Request (in detail): RFP 25-377 A+E Agreement
and Exhibits for Review/signature.
Target Board Date: 10/21/25 (cut off 10/8/25)

Reviewed by Contracts Manager: RP 9/23/25
(Initials) (Date)

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah Date: 9/23/25

County Attorney Project No.: 25-631

Logged out: 10/2/2025

-No changes
-NM

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 Fleischman Garcia Maslowski, a Florida corporation, located at 324 South Hyde Park Avenue - Suite 300, Tampa, FL 33606, herein referred to as the "Consultant", and whose Federal Identification Number is: 59-1400667.

WHEREAS, the County requires certain architectural and engineering services for the design and construction of the Polk County and City of Bartow joint-use fire rescue station and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the design and construction of the Joint-Use Fire Rescue Station (the "Project"); and,

WHEREAS, the County has solicited for these professional services via RFP 25-377, 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 The Agreement Term shall be from the Effective Date through completion of both parties' obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 Consultant Services - General

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 #25-377, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Joint-Use Fire Rescue Station Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are "RFP 25-377"), 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").

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 When the Project requirements have been sufficiently identified, the Consultant shall prepare a preliminary estimate of the Cost of the Work (as the term is defined in Section 46.2, below). This estimate may be based on current area, volume or similar conceptual estimating techniques. The Consultant shall advise the County of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the estimate of the Cost of the Work exceeds the County's budget, the Consultant, at no additional charge, shall make appropriate recommendations to the County to adjust the Project's size, quality or budget, and the County shall cooperate with the Consultant in making such adjustments.

3.7.2 The Consultant's preliminary estimate of the Cost of the Work, and updated estimates of the Cost of the Work represent the Consultant's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the County has control over the cost of labor, materials or equipment, over the methods available to the Consultant when determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the County's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Consultant.

3.7.3 In preparing estimates of the Cost of the Work, the Consultant shall be permitted to include contingencies and allowances for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents (as the term is defined in Section 46.1, below); to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the County's budget for the Cost of the Work.

3.7.4 If bidding or negotiation has not commenced within 90 days after the Consultant submits the Construction Documents to the County, the budget for the Cost of the Work shall be adjusted to reflect any changes in the general level of prices in the construction industry.

3.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, and the County elects to revise the Project scope to reduce the Cost of the Work, then the Consultant, without additional charge, shall modify the Contract Documents as necessary to comply with the fixed limit as a condition of this Agreement.

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 stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

9.2 The Consultant shall invoice the County monthly for Services rendered as outlined in Exhibit "C". All such invoices shall be based upon the percentage of work completed for each Task Item, as set forth on Exhibit "C", 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.

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

9.4 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

9.5 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.

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

9.7 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.

9.8 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.

9.9 An allowance is included for additional services in the amount set forth in Exhibit C. 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.

9.10 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.

9.11 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.

9.12 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, for not-to exceed contracts.

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.

10.7 The County shall reimburse the Consultant for any documents required over and above the number specified in this Agreement per the County's Reimbursable Schedule that is attached hereto as Exhibit "D".

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 \$25,000.00 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: Marcel Maslowski, AIA
Fleischman Garcia Maslowski
324 South Hyde Park Avenue - Suite 300
Tampa, FL 33606

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: Fleischman Garcia Maslowski
324 South Hyde Park Avenue - Suite 300
Tampa, FL 33606
Attn: Marcel Maslowski, 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: Jeffrey Pelszynski

Name: Michael Porter

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) 534-7527

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 construction manager or Consultant.

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 Construction Manager 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 9.8, 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.

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:

Noah Wilson 10/2/2025
County Attorney's Office Date

ATTEST:

Fleischman Garcia Maslowski
a Florida corporation

Bridgette Kibbe
Corporate Secretary

By: Marcel Maslowski

KRISTINE L. KIBBE
Print Name

MARCEL MASLOWSKI
Print Name
President
Title

Date: 9-23-25

Date: 09/23/2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

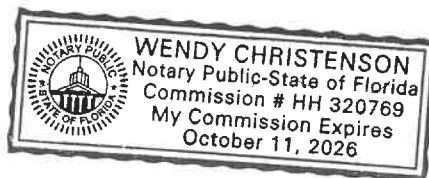
STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9/23/25 (Date) by Marcel Maslowski (Name of officer or agent) as President & Direct Design (Title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 9/23/25 (Date).

Wendy Christenson (Official Notary Signature and Notary Seal)

Wendy Christenson (Name of Notary typed, printed or stamped)

Commission Number HH320769 Commission Expiration Date Oct. 11, 2026



**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

SOLICITATION NO.: RFP 25-377

PROJECT NAME: Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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: Freischman Garcia Maslowski

Marcel President 09/23/2025
Signature Title Date

STATE OF: FLORIDA

COUNTY OF: Hillsborough

The foregoing instrument was signed and acknowledged before me this 23 day of

September, 2025, by Marcel Maslowski who has produced

(Print or Type Name)

personally known as identification.

(Type of Identification and Number)

Wendy Christenson

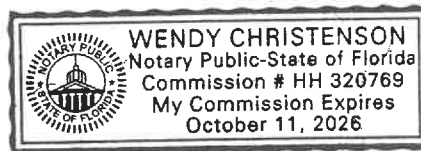
Notary Public Signature

Wendy Christenson

Printed Name of Notary Public

October 11, 2026

Notary Commission Number/Expiration



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 23rd day of SEPTEMBER, 2025

ATTEST:

CONTRACTOR:

By: Kristine L. Libbe

By: Marcel Maslowski

PRINTED NAME: KRISTINE L. LIBBE

PRINTED NAME: MARCEL MASLOWSKI

Its: SECRETARY/HIC

Its: PRESIDENT

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 MARCEL MASLOWSKI, PRESIDENT (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.

FLEISCHMAN GARCIA MASLOWSKI
NONGOVERNMENTAL ENTITY


SIGNATURE

MARCEL MASLOWSKI
PRINT NAME

PRESIDENT
TITLE

09/23/2025
DATE

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Fictitious Name Search

No Filing History

Fictitious Name Detail

Fictitious Name

FLEISCHMANGARCIAMASLOWSKI

Filing Information

Registration Number G22000055545

Status ACTIVE

Filed Date 05/02/2022

Expiration Date 12/31/2027

Current Owners 1

County HILLSBOROUGH

Total Pages 1

Events Filed NONE

FEI/EIN Number NONE

Mailing Address

324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Owner Information

FLEISCHMAN AND GARCIA ARCHITECTS AND PLANNERS, AIA, PA
324 SOUTH HYDE PARK AVENUE
TAMPA, FL 33606
FEI/EIN Number: 59-1400667
Document Number: 603537

Document Images

[05/02/2022 -- Fictitious Name Filing](#)

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Fictitious Name Search

No Filing History



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

Detail by Entity Name

Florida Profit Corporation
FLEISCHMAN AND GARCIA ARCHITECTS AND PLANNERS, A.I.A., P.A.

Filing Information

Document Number 603537
FE/EIN Number 59-1400667
Date Filed 05/22/1972
State FL
Status ACTIVE

Principal Address

324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Changed: 03/08/2005

Mailing Address

324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Changed: 03/08/2005

Registered Agent Name & Address

FLEISCHMAN, SOLOMON JAIA
324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Name Changed: 03/05/2004

Address Changed: 03/05/2004

Officer/Director Detail

Name & Address

Title CEO

FLEISCHMAN, SOLOMON JA.I.A.
2919 VILLA ROSA
TAMPA, FL 33611

Title President Emeritus

KELLY, JOHN CA.I.A.
324 SOUTH HYDE PARK AVENUE, #300
TAMPA, FL 33606

Title President

Maslowski, Marcel
324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Annual Reports

Report Year	Filed Date
2023	01/23/2023
2024	01/23/2024
2025	02/07/2025

Document Images

02/07/2025 - ANNUAL REPORT	View Image in PDF format
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01/14/2022 - ANNUAL REPORT	View Image in PDF format
01/14/2021 - ANNUAL REPORT	View Image in PDF format
01/30/2020 - ANNUAL REPORT	View Image in PDF format
03/11/2019 - ANNUAL REPORT	View Image in PDF format

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing Architectural and Engineering (A/E) services for the design and construction of the Polk County and City of Bartow joint-use fire rescue station 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: 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

Description: Provide architectural & engineering services for the design and construction of the Polk County and City of Bartow joint-use fire rescue station, to be constructed at 2421 Smith Lane, Bartow, Florida 33830. The selected Architectural firm will be considered the prime consultant for the project.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 14, 2025

Bid Opening: Wednesday, May 14, 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 Wednesday April 16, 2025, 1:30 p.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 at proposed location 2421 Smith Lane, Bartow, Florida 33830. 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.

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, April 30, 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: 25-377

RFP Title: Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 or fax (863) 534-6789. 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 #25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station” 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	25-377
RFP Title	Architectural and Engineering Services for a Joint-Use Fire Rescue Station
Due Date/Time:	May 14, 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 25-377 Tab 1"

"RFP 25-377 Tab 2"

"RFP 25-377 Tab 3"

"RFP 25-377 Tab 4"

"RFP 25-377 Tab 5"

"RFP 25-377 Tab 6"

"RFP 25-377 Tab 7"

"RFP 25-377 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 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

Sealed proposals will be received in the Procurement Division, Wednesday, **May 14, 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 April 30, 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 Architectural and Engineering (A/E) services for the design and construction of a Polk County and City of Bartow joint-use fire rescue station, to be constructed at 2421 Smith Lane, Bartow, Florida 33830.

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 for the required design and construction administration services.

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:

Polk County and the City of Bartow desires to design and construct a new joint-use fire rescue station for the purpose of serving the citizens of Polk County in a more efficient manner by reducing response times on calls while addressing Fire Fighter safety concerns with a Red (Hot), Yellow (Warm), and Green (Cool) zone approach to station design.

The County has not selected a project delivery method. A separate solicitation method will be initiated once a delivery method is determined. Given that the county's two most used delivery methods are Construction Manager at Risk (CMAR) and competitive lump-sum bidding, the selected A/E firm will be required to coordinate and interface with either a yet to be determined CMAR firm or a competitive lump-sum bid firm. Coordination may include, but is not limited to: preconstruction phase services, bidding

and construction services. The selected A/E firm shall provide the necessary information indicating their understanding and working knowledge associated with both CMAR and competitive lump sum bidding construction delivery methods.

The construction budget for the Project is estimated to be \$10.5 Million with total project budget of \$12 Million.

SCOPE OF SERVICES

The design services will include, but are not limited to, the following services necessary to design, permit and construct the new buildings at each of the selected Project sites:

- a) Conceptual plan, demonstrating the proposed station can accommodate future development on the selected Project site chosen by the County.
- b) A conceptual cost estimate;
- c) Architectural services;
- d) Geotechnical;
- e) Civil engineering;
- f) Structural engineering;
- g) Mechanical, electrical and plumbing (MEP) engineering;
- h) Bid evaluation services;
- i) Construction administration;
- j) Close out documentation

The selected firm shall be required to perform the following Phase One and Phase Two services:

Phase One – The conceptual design documents required to develop an approximate 8,000 square foot joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.

Phase Two – All Construction documents and specifications required for plan review, project bidding, construction administration, and close out.

FEES: The selected firm's fees for design services, construction administration services and reuse of the joint-use fire rescue station plans developed under this RFP, all of which will be negotiated during Elevation Level 4, Contract Negotiations, are to include all required sub-consultant engineering services. Services are to include but not be limited to programming; schematic design documents; design development documents; construction documents, including all supporting documents in compliance with local building and other related codes, and rules and regulations of agencies having

jurisdiction. It is the County's intent to negotiate a Lump Sum cost for design and construction administration services.

AGREEMENT

The term of this agreement will begin upon the effective date of this agreement through acceptance and approval of the County of all deliverables to be outlined in the construction bid 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 regards 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 five (5) years as the prime firm performing which best illustrates the experience of the firm and current staff as related to the design and construction management of a joint-use fire rescue station for public entities (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 WMBE 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, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management, City of Bartow 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, including, but not limited to SWFWMD and FDEP. (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

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 one hundred and twenty (120) 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 (Architectural & Engineering Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$150,000.00)
DATE COMPLETE	Date when the services were completed. (i.e. 1/31/19)

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 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 _____, 202__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

April 30, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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: question/answer, revision and documents added to the FTP Site.

To obtain a copy of RFP 18-1025 and Fire Rescue Station prototype drawings 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 procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “**RFP 25-377, RFP 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.

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 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station
ADDENDUM # 1

Question 1: Requesting PDF copy of awarded firms submittal for RFP 18-1025, Architectural-Eng Services Prototype Fire Station?

Answer 1: Yes, please see FTP Site access instructions on page one of addendum. The proposal is for informational purposes only and will not included in the agreement resulting from this RFP.

Revision 1

RFP Package, Scope of Services – Phase One, page 7:

Delete in entirety:

***Phase One** – The conceptual design documents required to develop an approximate 8,000 square foot joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.*

Replace with:

Phase One – The conceptual design documents required to develop an approximate **20,000 square foot** joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.

May 9, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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: question/answer.

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 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station
ADDENDUM # 2

Question 1: As with previous submittals to the County, can we use the same survey questionnaire responses from a previous RFP?

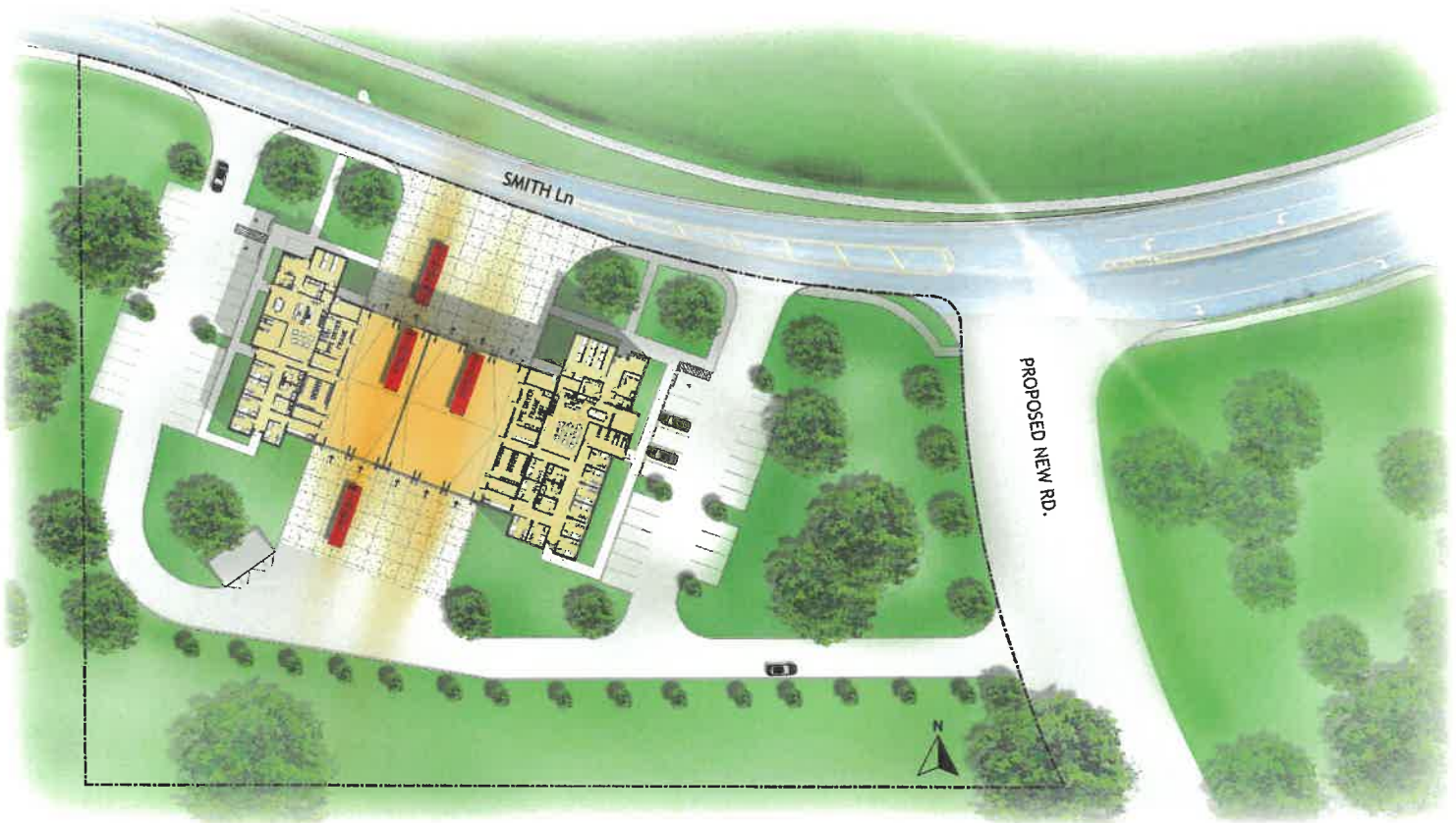
Answer 1: Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

- 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.

RFQ NO. 25-377

Polk County and City of Bartow
Architectural & Engineering Services
for a Joint-Use Fire Rescue Station

May 14th, 2025



402 S Kentucky Avenue, Suite 300,
Lakeland, FL, 33801

☎ 813-251-4400

📠 813-251-1994

FGplusM.com

FL License AR0005569

ORIGINAL

RFP 25-377
TAB 1
EXECUTIVE SUMMARY



Pasco County Fire Station No. 38 - Wesley Chapel, FL

May 14th, 2025

City Review Team:

Polk County Procurement Division
Facilities & Construction Contracting
ATTN: Tabatha Shirah, Procurement Analyst
330 West Church Street, Room 150,
Bartow, FL 33830
T: 863-534-6757 | F: 863-534-6789
E: tabathashirah@polk-county.net

Responding Firm:

Fleischman And Garcia Architects & Planners, AIA, PA
(DBA) FleischmanGarciaMaslowski (FG+M)
Marcel Maslowski, President & Director of Design
402 S Kentucky Avenue, Suite 300,
Lakeland, FL 33801
T: 813-251-4400 | F: 813-251-1994
E: marcel@fgmfla.com

**RE: RFQ NO. 25-377 POLK COUNTY AND CITY OF BARTOW ARCHITECTURAL & ENGINEERING SERVICES
FOR A JOINT-USE FIRE RESCUE STATION**

Dear Selection Committee,

FleischmanGarciaMaslowski (FG+M) Architecture is proud to express our interest in providing full architectural and engineering services for the new joint-use fire rescue station serving Polk County Fire Rescue and the City of Bartow Fire Department. Founded in 1971, FG+M is a Florida-based architecture, planning, and interior design firm with over **54 years of experience** and **36 professionals** across offices in Lakeland, Orlando, Lutz, Jacksonville, Safety Harbor, Sarasota, and Tampa.

Project Overview & Our Approach

Polk County Fire Rescue (PCFR) and the City of Bartow Fire Department (BFD) are planning a new 20,000 SF joint-use fire rescue station to improve emergency response and firefighter safety. Designed to support the operational needs of both departments, the facility will incorporate Red (Hot), Yellow (Warm), and Green (Cool) zones to enhance decontamination workflows and reduce exposure to harmful contaminants.

The project will be carefully phased to minimize disruption, even with construction on an active site. The County has not yet selected a delivery method—typically either Construction Manager at Risk (CMAR) or competitive lump-sum bidding—but our team has extensive experience with both and will coordinate seamlessly through pre-construction, bidding, and construction. The estimated construction budget is \$10.5 million, with a total project budget of \$12 million.

Our design approach emphasizes operational efficiency, equitable space planning, long-term flexibility, and alignment with both the PCFR and BFD's broader infrastructure goals. With over 70 fire station commissions and services provided to 16 departments across Florida, we bring the specialized knowledge and field-tested solutions this project demands.

A Trusted Partner in Fire Station Design

Fire station design is a core specialty of our practice. We provide full-service capabilities—from conceptual planning and programming through construction documents, bidding support, and construction administration—focusing on functional environments that support responder health and daily operations. FG+M Project Manager Jeffrey Pelszynski has led the design of more than 60 stations across Florida over his 38-year career. Supporting him is Project Architect Michael Porter, NCARB, a longtime Lakeland resident who helped develop Polk County's fire station prototype. Based in our Lakeland office, Michael's knowledge of local standards and operational needs ensures each design aligns with the County's goals.

Subconsultants with Fire Station Design Expertise

For the Joint-Use Fire Rescue Station project, we have assembled a highly capable and diverse team of fire station design experts, including several minority-owned and local firms:

- **CMTA** — Mechanical & Electrical Engineering, Plumbing, and Fire Protection Engineering
- **Chastain-Skillman DCCM** — Civil Engineering / Survey
- **Master Consulting Engineers** — Structural Engineering
- **Madrid CPWG** — Geotechnical Engineering
- **Anderson Lesniak Limited, Inc.** — Landscape Architect
- **Construction Consultants & Associates, Inc.** — Cost Consultant

Our Lakeland office at 402 S. Kentucky Avenue, Suite 300, is home to two registered architects and is fully backed by our statewide team of 36 professionals—including licensed architects, LEED APs, and interior designers—ensuring responsive, scalable support throughout the project.

With decades of experience and a commitment to public safety design, FG+M is ready to help Polk County and the City of Bartow deliver a durable, high-performing facility that will serve both firefighters and the community for generations.

We appreciate your consideration and welcome the opportunity to present our qualifications in person.

Sincerely,



Marcel Maslowski, AIA
President & Director of Design
T: (813) 251-4400 F: (813) 251-1994
E: Marcel@fgmfla.com
402 South Kentucky Avenue, Suite 300,
Lakeland, FL, 33801

DOCUMENTATION / CERTIFICATIONS

DOCUMENTS OF INCORPORATION

EXECUTIVE SUMMARY

Documentation / certification is included below. As a licensed architecture firm, we understand and adhere to the CCNA's requirements, ensuring that all contracts for professional services are awarded based on qualifications, competence, and experience, rather than price.

2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT
DOCUMENT# 603537

FILED
Feb 07, 2025
Secretary of State
4734120771CC

Entity Name: FLEISCHMAN AND GARCIA ARCHITECTS AND PLANNERS, A.I.A., P.A.
Current Principal Place of Business:
324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606

Current Mailing Address:
324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606 US

FEI Number: 59-1400667
Name and Address of Current Registered Agent:
FLEISCHMAN, SOLOMON JAIA
324 SOUTH HYDE PARK AVENUE
SUITE 300
TAMPA, FL 33606 US

Certificate of Status Desired: Yes

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 CEO	Title PRESIDENT EMERITUS
Name FLEISCHMAN, SOLOMON JAIA	Name KELLY, JOHN CAIA
Address 2919 VILLA ROSA	Address 324 SOUTH HYDE PARK AVENUE, #300
City-State-Zip: TAMPA FL 33611	City-State-Zip: TAMPA FL 33606
Title PRESIDENT	
Name MASLOWSKI, MARCEL	
Address 324 SOUTH HYDE PARK AVENUE SUITE 300	
City-State-Zip: TAMPA FL 33606	

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 like empowered.

SIGNATURE: SOLOMON J. FLEISCHMAN
CEO
02/07/2025

Electronic Signature of Signing Officer/Director Detail

State of Florida
Department of State

I certify from the records of this office that FLEISCHMAN AND GARCIA ARCHITECTS AND PLANNERS, A.I.A., P.A. is a corporation organized under the laws of the State of Florida, filed on May 22, 1972.

The document number of this corporation is 603537.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on February 7, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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


Secretary of State

Tracking Number: 4734120771CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sosbbs.org/Filing/CertificateOfStatus/CertificateAuthentication>

State of Florida
Department of State

I certify from the records of this office that FLEISCHMANGARCIA ARCHITECTURE is a Fictitious Name registered with the Department of State on March 22, 2010.

The Registration Number of this Fictitious Name is G10000026128.

I further certify that said Fictitious Name Registration is active.

I further certify that said Fictitious Name Registration filed a renewal on November 18, 2020, and expires on December 31, 2025.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Nineteenth day of November, 2020


Secretary of State

Florida dbpr Department of Business & Professional Regulation

ONLINE SERVICES
Apply for a License
Verify a License
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exams Information
Unlicensed Activity Search
AR&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS
Data Contained In Search Results is Current As Of 02/07/2025 07:09 AM.
Search Results - 2 Records
Please see our glossary of terms for an explanation of the license status shown in these search results.
For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/Rank	Status/Expires
Architect	FLEISCHMAN AND GARCIA & PLANNERS, AIA, PA	DBA	AR0005569 Architect	Current, Active 02/28/2027
Architect Business Information	FLEISCHMAN AND GARCIA AND PLANNERS AIA, PA	Primary	Business Info	Current, Active

Main Address: 324 S HYDE PARK AVE STE 300 TAMPA, FL 336064127
Main Address: 324 S HYDE PARK AVENUE TAMPA, FL 33606

*RFP Registration***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: 25-377

RFP Title: Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: Fleischman and Garcia Architects and Planners, AIA, PA
(DBA) FleischmanGarciaMaslowski (FG+M)

Contact Name: Marcel Maslowski, AIA

Mailing Address: 324 S. Hyde Park Avenue, Suite 300

City: Tampa

State: Florida

Zip Code: 33606

Phone Number: 813-251-4400

Email: marcel@fgmfla.com

*Proposer's Incorporation Information***Proposers Incorporation Information**

(Submittal Page)

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

Company Name: Fleischman and Garcia Architects and Planners, AIA, PADBA/Fictitious Name (if applicable): FleischmanGarciaMaslowski (FG+M)TIN #: 59-1400667Address: 324 S. Hyde Park Avenue, Suite 300City: TampaState: FloridaZip Code: 33606County: Hillsborough

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

Contact Person: Marcel Maslowski, AIAPhone Number: 813-251-4400Cell Phone Number: 813-415-7264Email Address: marcel@fgmfla.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: Florida

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

W-9 Documentation

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Fleischman and Garcia Architects and Planners, AIA, PA

2 Business name/disregarded entity name, if different from above
FleischmanGarciaMaslowski

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **N/A**

Exemption from FATCA reporting code (if any) **N/A**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
324 S. Hyde Park Ave., Suite 300

6 City, state, and ZIP code
Tampa, FL 33606

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

5	9	-	1	4	0	0	6	6	7
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► *Kimberly L. Kuter* Date ► _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

*Affidavit Certification Immigration Laws***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: FleischmanGarciaMaslowski (FG+M)

Signature: _____

Title: President and Director of Design

Date: March 5, 2025

State of: Florida

County of: Hillsborough

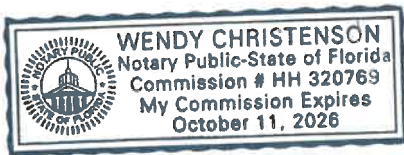
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of May, 2025 by Marcel Maslowski (name) as President (title of officer) of FG+M (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Wendy Christenson

Notary Commission Number and Expiration: HH 320769; October 11, 2026

(AFFIX NOTARY SEAL)



E-Verify Certification

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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 14th day of May, 2025.**ATTEST:**By: Wendy ChristensonPRINTED NAME: Wendy ChristensonIts: Director of Marketing**CONTRACTOR:**By: Marcel MaslowskiPRINTED NAME: Marcel MaslowskiIts: President and Director of Design

*Use of Coercion for Labor or Services Affidavit***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 Marcel Maslowski, President and Director of Design (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.

FleischmanGarciaMaslowski (FG+M)

NONGOVERNMENTAL AGENCY


SIGNATURE

Marcel Maslowski

PRINT NAME

President and Director of Design

TITLE

May 14th, 2025

DATE

Addendum No. 1

April 30, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**ADDENDUM #1****RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station**

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: question/answer, revision and documents added to the FTP Site.

To obtain a copy of RFP 18-1025 and Fire Rescue Station prototype drawings 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 25-377, RFP 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.

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: Marcel Maslowski, AIATitle: President and Director of DesignCompany: FleischmanGarciaMaslowski (FG+M)

Addendum No. 1

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

ADDENDUM # 1

Question 1: Requesting PDF copy of awarded firms submittal for RFP 18-1025, Architectural-Eng Services Prototype Fire Station?

Answer 1: Yes, please see FTP Site access instructions on page one of addendum. The proposal is for informational purposes only and will not included in the agreement resulting from this RFP.

Revision 1

RFP Package, Scope of Services – Phase One, page 7:

Delete in entirety:

***Phase One** – The conceptual design documents required to develop an approximate 8,000 square foot joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.*

Replace with:

Phase One – The conceptual design documents required to develop an approximate **20,000 square foot** joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.

Addendum No. 2

May 9, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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: question/answer.

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: Marcel Maslowski, AIA

Title: President and Director of Design

Company: FleischmanGarciaMaslowski (FG+M)

RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

ADDENDUM # 2

Question 1: As with previous submittals to the County, can we use the same survey questionnaire responses from a previous RFP?

Answer 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.

RFP 25-377
TAB 2
APPROACH TO PROJECT



Sarasota Fire Station No. 3 - Sarasota, FL

PROPOSED APPROACH & METHODOLOGY

Understanding Your Project

FleischmanGarciaMaslowski (FG+M) Architects understands that Polk County Fire Rescue (PCFR), in collaboration with the City of Bartow Fire Department (BFD), is seeking architectural and engineering services for a new joint-use fire rescue station at 2421 Smith Lane in Bartow, Florida. This essential facility will improve emergency response times, enhance firefighter health and safety, and support the area's growing service needs.

The design will reflect the County's priorities:

- A modern, approximately 20,000 SF station that serves the operational needs of both PCFR and BFD
- Incorporates Red/Yellow/Green zone safety strategies to reduce contamination risks
- Accommodates future site development within the conceptual plan
- Remains flexible for either a Construction Manager at Risk (CMAR) or lump-sum delivery method.

Our approach to fire station design is structured to provide a seamless transition from initial programming to final construction-ready documents while ensuring compliance with all regulatory, budgetary, and operational requirements.

At FG+M, we emphasize collaboration, cost and schedule control, and early stakeholder engagement. With decades of specialized fire station experience, we are committed to delivering a high-performing, resilient, and community-focused facility tailored to the goals of both the PCFR and BFD.

Project Approach - Defining the Vision

To initiate the Joint Use Fire Rescue Station project, FG+M will promptly meet with PCFR and BFD officials following the award of the architectural contract. Our team will quickly develop a facility space planning program for review, assess the project schedule, and confirm the probable construction cost to ensure alignment with the shared goals and expectations of PCFR and BFD.

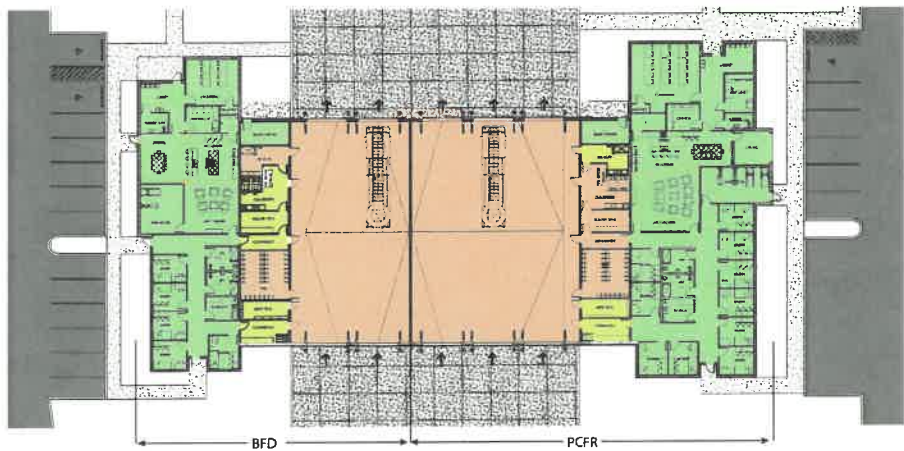
FG+M proposes undertaking the project with the following key milestones:

- **Phase 1**
 - Preliminary Design, Program Development & Site Feasibility
 - Schematic Design
- **Phase 2**
 - 30% Design Development & Cost Documents
 - 60% Design Development & Cost Documents
 - 90-100% Construction Drawings, Specifications, Schedule & Cost Documents
 - Bidding Phase Assistance
 - Construction Administration
 - Post-Construction Phase

This phased approach ensures a structured and efficient design process, integrating input from both PCFR and BFD leadership to deliver a facility that fulfills operational, financial, and community expectations.

Conceptual Floor Plan - Joint Use Fire Station

Hot zoning has become an essential feature of modern fire stations to create safer operating environments for firefighters. The goal is to reduce exposure to carcinogens including diesel exhaust fumes. The station is broken into three zones corresponding to each one's potential exposure to these carcinogens.

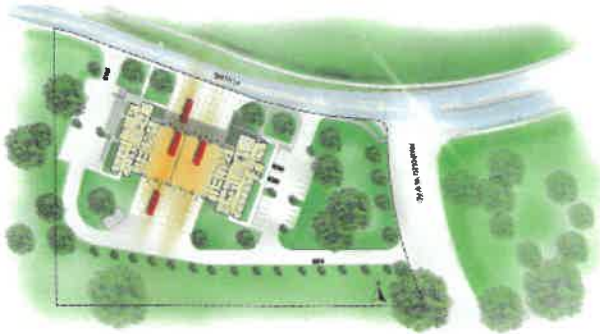


KEY	
	Hot Zone: The Hot Zone is comprised of the apparatus bay, bunker gear, SCBA, equipment decon, and gear wash rooms. Due to diesel exhaust emitted from the apparatus and the fact that this is the zone firefighters enter the building upon return from a fireground or other hazardous environment.
	Warm Zone: The Warm Zone includes the locker rooms, showers, toilets, and laundry/utility area. It serves as a transition space where firefighters remove contaminated gear, shower, and change into clean uniforms. Gear is washed here before entering the Cool Zone.
	The Cool Zone is comprised of the living and operations areas of the station. These areas are entered only after firefighters who are returning from a fireground or hazmat scene pass through the Warm Zone for decontamination.

PROPOSED APPROACH & METHODOLOGY

Phase I - Preliminary Design

To establish the space planning requirements for the new Joint Use Fire Rescue Station, FleischmanGarciaMaslowski (FG+M) Architects will undertake a comprehensive facilities programming phase. This process is essential to ensure that the design meets operational needs while aligning with site constraints and budget considerations.



Conceptual Site Plan - PCFR / BFR Joint-Use Fire Station

Space Needs & Functional Requirements

FG+M will collaborate closely with PCFR / BFD staff to define the functional and spatial requirements of the new fire station. This includes:

- **Space Programming** – Developing a detailed program that outlines every room's purpose, required size, and recommended furnishings coordinated with County standards and developing PCFR / BFD requirements.
- **Layout Validation** – Confirming the fit and feasibility of the proposed fire station layout, including the number of apparatus bays, bunk rooms, and essential operational spaces.
- **Operational Efficiency** – Ensuring that the station layout supports firefighter efficiency, response times, and day-to-day operations.
- **Shared Resource Efficiency** – Optimize programming and utility design to provide separate, non-duplicative services for PCFR and BFD.

Survey & Site Preparation

To further support planning and design accuracy, FG+M will establish the requirements for a detailed land survey conducted by surveyors from either Chastain-Skillman or the County. This will verify site topography, zoning restrictions, and underground utilities, ensuring the proposed design is fully compatible with the existing conditions.

This Preliminary Design, Program Development & Site Feasibility phase will serve as the foundation for the subsequent design process, guiding the development of a functional, cost-effective, and operationally efficient fire station for the PCFR and BFD.

Geotechnical Exploration, Topographic Survey, & Subsurface Investigation

To inform design decisions, FG+M will coordinate with Madrid CPWG for subsurface investigation, including soil borings, bearing capacity, and groundwater assessments to guide foundation design and address site challenges.

A topographic survey will capture site elevations and drainage, while underground utility locates will identify existing infrastructure to minimize construction conflicts. Careful consideration of site grading will be given to minimize the amount of fill required, as the site sits below the elevation of the surrounding roadways.

Schematic Design

Based on PCFR / BFD's approved approach, schematic drawings will be prepared, including the site plan, floor plans, and exterior elevations. The design will focus on the fire station's operational needs while integrating seamlessly with the surrounding environment.

Materials will be selected for durability, low maintenance, and hurricane resilience, ensuring longterm performance under extreme conditions. Roofing and finishes will meet the high standards required for fire station facilities.

In coordination with the Construction Manager's estimators, the schematic design will align with the approved budget. Required tests, including fire water flow and pressure, will be submitted to the County, and geotechnical testing will inform the foundation design and overall project cost.



Hanna Avenue City Center - Conceptual Interior Rendering

PROPOSED APPROACH & METHODOLOGY

Phase II - Design

30% Design Development

To establish the space planning requirements for the new Joint Use Fire Rescue Station, FleischmanGarciaMaslowski (FG+M) Architects will undertake a comprehensive facilities programming phase. This process is essential to ensure that the design meets operational needs while aligning with site constraints and budget considerations.

- **Site Planning & Preliminary Engineering** – Preparing an initial site plan with considerations for fire truck access, driveways, parking, and pedestrian safety.
- **Refined Preliminary Architectural Layout** – Further development of the conceptual site and floor plans from Phase I, including apparatus bays, living quarters, and support spaces..
- **Technical Specifications Development** – Establishing a framework for the architectural, structural, mechanical, electrical, and plumbing systems.
- **Initial Cost Estimation & Budget Review** – Developing a 30% probable construction cost estimate to ensure design solutions align with the PCFR / BFD financial parameters either by a FG+M retained subconsultant or County procured CMAR.

60% Design Documents

We will prepare 60% drawings and technical specifications detailing the full project scope based on the approved Design Development documents. All comments from Polk County Fire Rescue (PCFR) and the City of Bartow Fire Department (BFD) will be addressed in writing. All interior and exterior colors and finish materials will be specified, and we will review the Construction Manager's cost estimate.

90% Design Documents

All feedback from the 60% submittal will be incorporated. Finalized architectural, structural, mechanical, electrical, plumbing, civil, and landscape drawings will be completed. We will thoroughly review the Construction Manager's cost estimate to ensure the project remains within budget, and all technical specifications will be finalized.

100% Design Documents

Following approval by PCFR and BFD, all construction drawings will be signed and sealed for the 100% Final Design Phase submittal to Bartow for review and permitting.

Bidding Phase Assistance

Upon PCFR / BFD review and approval, all construction drawings will be signed and sealed for submittal in the 100% Final Design Phase for review and permitting.

- **Bidding Support (If CMAR)** - Assist the Construction Manager in securing competitive subcontractor bids, clarifying construction documents, reviewing proposed substitutions, and helping issue addenda.
- **Bid Evaluation (If Design - Build)** - Review bids, assess subcontractor qualifications, and verify relevant backgrounds to ensure quality and compliance.
- **GMP Review & Recommendation (If Design - Build)** - Participate in the pre-award meeting with PCFR / BFD officials to present our evaluation and provide a recommendation for approval or rejection of the Guaranteed Maximum Price (GMP).

Construction Administration

FG+M will provide responsive, professional construction administration services for PCFR and BFD, with the same dedicated design team remaining involved from design through completion to ensure continuity, efficiency, and design integrity. Our team will conduct regular site visits and coordinate with consultants to monitor progress, review submittals, RFIs, and payment applications, and provide inspections at key milestones including Substantial and Final Completion. We will issue field reports, prepare change directives as needed, and assist with the one-year warranty walk-through to ensure all work meets expectations and the original design intent is faithfully executed.

Quality Management Plan

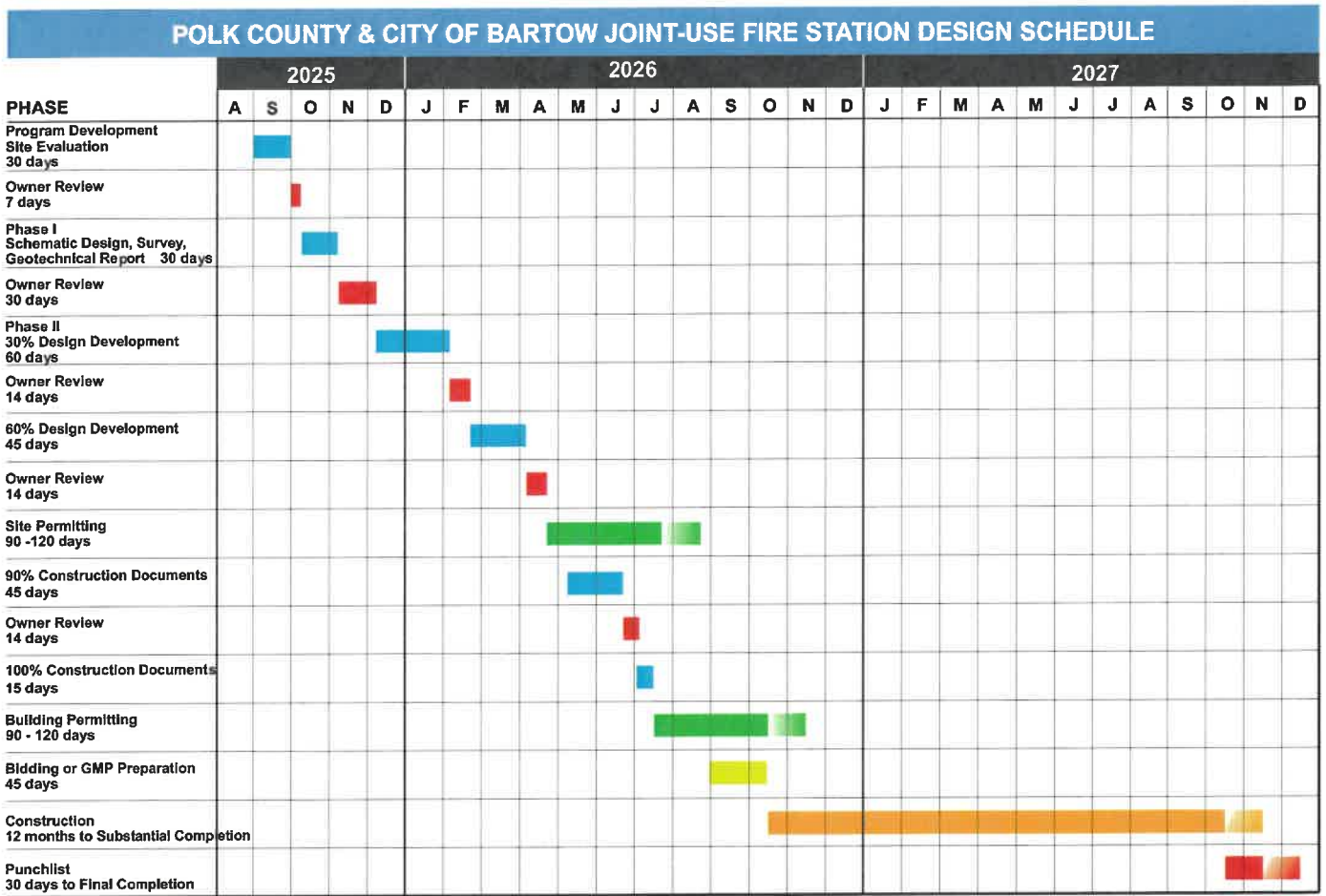
At FG+M, quality is built into every phase of our work. All project deliverables are reviewed by senior staff using a proven, three-step QA/QC process developed specifically for fire station design. Led by John Kelly, AIA, our QA/QC program includes detailed document checks, coordination reviews with engineering consultants, and application of our proprietary fire station checklist—refined over 20 years. Tools like Bluebeam Cloud and clash detection software support real-time reviews for precision and cost-effectiveness.

Our track record speaks for itself: across six Pasco County fire station projects, not a single Change Order resulted from design errors or conflicts.

APPROACH TO SERVICES & METHODOLOGY

PROPOSED DESIGN SCHEDULE

TAB 2



RFP 25-377

TAB 3

EXPERIENCE, EXPERTISE, PERSONNEL &
TECHNICAL RESOURCES



Pasco County Fire Station No. 20 - Spring Hill, FL



Pasco County Fire Station No. 20

SPRILL HILL, FLORIDA

Pasco County Fire Station 20, located at 15900 Little Ranch Road in Spring Hill, Florida, is a 16,046-square-foot, state-of-the-art, four-bay facility designed with a strong emphasis on firefighter health, safety, and wellness. Construction began with a groundbreaking ceremony on January 3, 2023, and was completed in 2024 by Blackwater Construction Services.

The station incorporates a unique hot, warm, and cold zone layout to help reduce firefighter cancer risk by enabling personnel to decontaminate before entering the living quarters. It also includes four apparatus bays sized for large specialty vehicles, a 16-member training classroom, and a flexible-use room that can house additional firefighters during emergencies. Advanced station alerting systems further support responder health and readiness. The former Fire Station #20 building, located adjacent to the new facility, will be re-purposed as a dedicated training and classroom space for new recruits.



SIZE

16,046 SF

COST -

Estimated Budget: \$7,582,847

Actual Construction Cost: \$7,382,847

Completed Within Budget

CONSTRUCTION COMPLETION

Scheduled Completion: 05/2024

Final Completion: 05/2024

Completed On Schedule

COST / SCHEDULE VARIANCE

Owner changes to project scope reduced final cost

PROJECT REPRESENTATIVE

Pasco County Government
TJ Pyche, Chief Project Manager
7536 State St,
New Port Richey, FL 34654
T: (352) 467-3950
E: tpyche@mypasco.net

ROLES ON PROJECT

Prime Architect

KEY PROFESSIONALS

- Principal-in-Charge - Marcel J. Maslowski, AIA
- Project Architect - John Cutler Kelly, AIA
- Project Manager - Jeff Pelszynski

SUBCONSULTANTS

- MEP/FP - Engineering Matrix, Inc.
- Structural - McCarthy & Associates, Inc.
- Civil - Coastal Design Consultants
- Landscape - Roberson Resource Group



Pasco County Fire Station No. 9

LAND-O-LAKES, FLORIDA

Pasco County Fire Rescue Station No. 9 is a single-story, four-bay, ten-bunk 16,131 SF facility with living quarters for twelve shift personnel. This station includes two supervisor's offices, a training room and multi-purpose flex space. Fire Station No. 9 utilizes the "Hot Zoning" design, the apparatus area and bunker gear storage room are considered the "hot zone" due to the diesel exhaust emitted from the vehicles. A "warm" or "transition zone" provides five personnel decontamination toilet and shower rooms and a decontamination laundry. The living and operations areas, kitchen-dining-day room, office, training room, station storage, and EMS storage are in the "cool zone". These areas are entered only after firefighters who are returning from a fire-ground or hazmat scene pass through the "transition zone" for decontamination. The purpose of the zoning, which was requested by Fire Rescue, is to help reduce the exposure to carcinogens that has resulted in cancer becoming the top cause of firefighter line of duty deaths and the leading cause of death during retirement.



SIZE

16,131 SF

COST -

Estimated Budget: \$4,500,000

Actual Construction Cost: \$4,225,894

Completed Within Budget

CONSTRUCTION COMPLETION

Scheduled Completion: 03/2022

Final Completion: 2/2023

Completed On Schedule

COST / SCHEDULE VARIANCE

Final cost was the hard bid that came in under our estimate. Project completion was substantially delayed by construction material and subcontractor labor shortages.

PROJECT REPRESENTATIVE

Pasco County Government
TJ Pyche, Chief Project Manager
7536 State St,
New Port Richey, FL 34654
T: (352) 467-3950
E: tpyche@mypasco.net

ROLES ON PROJECT

Prime Architect

KEY PROFESSIONALS

- Principal-in-Charge - Marcel Maslowski, AIA
- Project Architect - John Cutler Kelly, AIA
- Project Manager - Jeff Pelszynski

SUBCONSULTANTS

- MEP/FP - Engineering Matrix, Inc.
- Structural - McCarthy & Associates, Inc.
- Civil - Coastal Design Consultants
- Landscape - Roberson Resource Group



Hillsborough County Fire Station No. 45

BRANDON, FLORIDA

FleischmanGarciaMaslowski (FG+M) Architecture designed Hillsborough County Fire Station No. 45, a single-story, two-bay, nine-bunk, 7,798 SF facility on a narrow 0.90-acre site along Oakfield Drive in Brandon. Located within the Brandon Main Street Development overlay district, the design complies with strict site and building regulations.

Key features include a prominent public entrance from the street, less than 50% blank façade, a brick base extending to the windowsills, and a 25-foot roof height. The north elevation showcases brick and stucco finishes and a standing seam metal roof. The tower emphasizes the entrance, and the station is built to withstand 149 mph wind loads per Florida Building Code.



SIZE

7,798 SF

COST -

Estimated Budget: \$1,858,855

Actual Construction Cost: \$2,890,000

CONSTRUCTION COMPLETION

Scheduled Completion: 01/2022

Final Completion: 12/2022

COST / SCHEDULE VARIANCE

Original estimate was the County's budget set several years prior to the post pandemic inflation. Project was completed as designed with no reductions to scope. County agreed the CM's GMP was fair and appropriate. Completion was delayed by construction material shortages, particularly electrical equipment.

PROJECT REPRESENTATIVE

Hillsborough County Fire Rescue

Mansour Yazdi - Project Manager

601 E Kennedy Blvd # 18, Tampa, FL 33602

T: (813) 272-6600

E: yazdim@hcfi.gov

ROLES ON PROJECT

Prime Architect

KEY PROFESSIONALS

- Principal-in-Charge - Marcel Maslowski, AIA

- Project Architect - John Cutler Kelly, AIA

- Project Manager - Jeff Pelszynski

SUBCONSULTANTS

- Mechanical / FP - Carastro & Associates, Inc.

- Electrical / FP - AJ Sanchez Consulting Engineers

- Structural - Master Consulting Engineers, Inc.

- Civil - Campo Engineering

- Landscape - Anderson Lesniak Limited, Inc.



Pasco County Fire Station No. 17

NEW PORT RICHEY, FLORIDA

Fire Rescue Station No. 17 is an 18,504-square-foot, four-bay facility designed to maximize operational efficiency on a highly constrained 1.50-acre site. To address the limited buildable area, the station was developed as a two-story structure, with living quarters—including bunks, kitchen, dining, and day room—located on the upper floor. This level is accessed via two enclosed stairwells and an elevator, ensuring safe and efficient circulation for personnel.

Architecturally, the building features traditional brick detailing and a standing seam metal roof, consistent with the County's aesthetic preferences. The interior employs durable, low-maintenance materials proven across prior Pasco County fire station projects, supporting both longevity and ease of upkeep.

After facing prolonged construction delays, the station finally opened to serve the growing needs of the community. More on the station's opening and background can be found here: [ABC Action News coverage of Fire Station No. 17](#).



SIZE

18,504 SF

COST -

Estimated Budget: \$5,679,287

Actual Construction Cost: \$7,221,801

CONSTRUCTION COMPLETION

Scheduled Completion: 05/2022

Final Completion: 02/2025

COST / SCHEDULE VARIANCE

Original General Contractor went bankrupt before completing the project. Due to the delay, project was completed at current market value.

PROJECT REPRESENTATIVE

Pasco County Government
TJ Pyche, Chief Project Manager
7536 State St,
New Port Richey, FL 34654
T: (352) 467-3950
E: tpyche@mypasco.net

ROLES ON PROJECT

Prime Architect

KEY PROFESSIONALS

- Principal-in-Charge - Marcel Maslowski, AIA
- Project Architect - John Cutler Kelly, AIA
- Project Manager - Jeff Pelszynski

SUBCONSULTANTS

- Structural - Pennoni
- MEP / FP - Engineering Matrix, Inc.
- Civil - Coastal Design Consultants
- Landscape - Roberson Resource Group

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Recent Fire Station Experience

TAB 3



Pasco County Fire Station No. 3

HUDSON, FLORIDA

Pasco County Fire Station 3 is a newly completed, state-of-the-art facility designed to replace a decades-old structure that had exceeded its operational lifespan. The new station features a clean, contemporary form and efficient spatial organization focused on health, safety, and operational readiness. It includes three apparatus bays with dedicated support spaces, and separate living, sleeping, and working areas for up to 12 firefighters.

A central design element is the integration of the industry-standard “hot-warm-cold zone” system, which reduces contamination risk and enhances firefighter health—an essential principle in all recent Pasco County stations. Durable, low-maintenance materials reinforce long-term resilience and reduce life cycle costs, while upgraded alerting technology and energy-efficient systems support modern emergency response needs and sustainability goals.

A distinctive feature of Station 3 is its museum-style lobby, which showcases artifacts reflecting the history of firefighting in Pasco County and Hudson, where the first volunteer firefighters operated from a private residence. This space celebrates the legacy of local service and connects the community with its firefighting heritage.

Opened in March 2025, Station 3 is more than a replacement—it serves as a prototype for future Pasco County fire stations, built to accommodate evolving service demands and elevated health and safety standards.

SIZE

16,046 SF

COST -

Estimated Budget: \$8,709,200

Actual Construction Cost: \$8,709,200

Completed Within Budget

CONSTRUCTION COMPLETION

Scheduled Completion: 04/2024

Final Completion: 01/2025

COST / SCHEDULE VARIANCE

Procurement issues delayed construction

PROJECT REPRESENTATIVE

Pasco County Government
TJ Pyche, Chief Project Manager
7536 State St,
New Port Richey, FL 34654
T: (352) 467-3950
E: tpyche@mypasco.net

ROLES ON PROJECT

Prime Architect

KEY PROFESSIONALS

- Principal-in-Charge - Marcel Maslowski, AIA
- Project Architect - John Cutler Kelly, AIA
- Project Manager - Jeff Pelszynski

SUBCONSULTANTS

- Structural - Pennoni
- MEP / FP - Engineering Matrix, Inc.
- Civil - Coastal Design Consultants
- Landscape - Roberson Resource Group

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Organizational Chart



FG+M
ARCHITECTURE
PLANNING & INTERIORS

Marcel Maslowski, AIA - Principal-in-Charge

Jeffrey Pelszynski - Senior Project Manager (DAY-TO-DAY CONTACT)

Michael Porter, NCARB - Project Architect (LEAD ARCHITECT)

John Cutler Kelly, AIA, NCARB - QA/QC Specialist

Keenan Johnson, RID, LEED GA - Interior Design

Isabela White, LEED GA - Sustainability Officer

SUBCONSULTANTS

MEP/FP ENGINEERING

CMTA



- **Jason Smith, PE, LEED AP BD+C, CEM** - Partner / Senior Mechanical Engineer
- **Keith Liatsos, PE** - Partner / Senior Electrical Engineer
- **Kaz Kazeminia, NICET** - Partner / Plumbing & Fire Protection

CIVIL ENGINEERING

**CHASTAIN-
SKILLMAN**



- **Ronald Cauthan, PE** - Civil Engineering Principal
- **Doug Forni, PE** - Senior Project Manager

STRUCTURAL ENGINEERING

**MASTER
CONSULTING
ENGINEERS**



- **Jim Mehlretter, PE** - Senior Principal
- **Stevie Lockhart, PE** - Principal

GEOTECHNICAL ENGINEERING

MADRID CPWG



- **John Delashaw, PE** - Principal, Geotechnical Engineer
- **Andre Kniazeff, PE** - Geotechnical Engineering Division Leader
- **Marcus Grant** - Senior Field Tech / Lab Manager
- **Anthony Brown** - Senior Inspector

LANDSCAPE ARCHITECTURE

**ANDERSON
LESNIAK LIMITED**



- **L. Alyson Utter, RLA** - Principal Landscape Architect

COST ESTIMATOR

**CONSTRUCTION
CONSULTANTS &
ASSOCIATES**



- **Robert A. Kaupp** - Principal Cost Estimator

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Architecture



Marcel Maslowski, AIA PRINCIPAL-IN-CHARGE

Marcel, President and Director of Design at FleischmanGarciaMaslowski (FG+M) Architecture, seamlessly blends innovative design into diverse contexts. A USF alumnus, he remains active in academia, serving as a guest professor and design juror. With extensive experience in renovations, additions, and new construction, he oversees projects from concept to completion, managing design, documentation, bidding, and construction. Marcel works closely with engineers and contractors to ensure projects stay on budget and schedule.

YEARS OF EXPERIENCE

- 12 Cumulative
- 7 FG+M

EDUCATION

- University of South Florida
Master of Architecture
- St. Petersburg College,
Associate of Architecture

PROFESSIONAL REGISTRATIONS

- FL Architect No. 98182

ORGANIZATIONS

- American Institute of Architects
- USF Alumni Association
Lifetime Member
- French American Business
Council of West Florida
- Tampa Bay Economic
Development Council
- SPC Building Arts
Advisory Committee
- SPC Foundation Board

HONORS

- 2022 USF School of
Architecture and Community
Design Emerging Architect
Award
- 2014 Judges' Choice Award
- 2013 Golden Brick Award

MAIN OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

• Pasco County Fire Rescue Station No. 38 - Wesley Chapel, FL

Size - 10,843 SF | Cost - \$3.68M

Fire Rescue Station No. 38 is a 10,843 SF, four-bay, 12-bunk station in a new service area for Pasco County. This station is the first in the County to be equipped with bi-folding apparatus bay doors, an automated Purvis station alerting system, and an active diesel exhaust source capture system. Extremely durable, low maintenance materials were used for both exterior and interior finishes.

• Pasco Fire Rescue Station No. 13 - Zephyrhills, FL

Size - 9,389 SF | Cost - \$2.78M

Fire Rescue Station No. 13 is a 9,389 SF, three-bay station that replaced an existing, outdated facility. The station includes living quarters for a staff of 10 including a captain, battalion chief, and an office for a sheriff's deputy. The exterior is comprised of extremely low-maintenance full brick walls and pre-finished standing seam roof panels. Durable yet attractive interior finishes include porcelain floor tiles, synthetic quartz countertops, and commercial-grade cabinetry.

• Pasco Fire Rescue Station No. 12 - Zephyrhills, FL

Size - 8,590 SF | Cost - \$2.48M

Fire Rescue Station No. 12 is an 8,590 SF three-bay station with living quarters for nine shift personnel and an office for a sheriff's deputy. The facility features a standing seam metal roof and full brick exterior walls with traditional detailing. Durable, low-maintenance finishes were specified for the interior of the station including porcelain floor tiles and synthetic quartz counter-tops. The building site required extensive improvements, including the filling of an existing pond.

• Hillsborough County Fire Rescue Station No. 45 - Brandon, FL

Size - 7,798 SF | Cost - \$2.8M

Designed Hillsborough County Fire Station No. 45, a 7,798 SF two-bay, nine-bunk facility on a 0.90-acre site. The building meets Brandon Main Street Development overlay regulations, featuring a distinctive public entrance, brick and stucco façade, and a standing seam metal roof. The design includes a 149 mph wind velocity rating per Florida Building Code.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Architecture

TAB 3



Michael Porter, NCARB PROJECT ARCHITECT

Michael brings extensive architectural experience, including multiple fire station projects, where he has served as both a project manager and project architect. Notably, he played a key role in developing the prototype fire station design for Polk County, which has since been adapted across multiple sites. Michael will serve as Project Architect, overseeing every phase of the project with a steadfast commitment to quality. Known for his honesty, integrity, and technical expertise, Michael will ensure continuity, precision, and excellence from start to finish.

YEARS OF EXPERIENCE

- 11 Cumulative
- 1 FG+M

EDUCATION

- University of Florida
Master of Architecture
- University of Florida,
Bachelor of Science,
Packing Sciences

PROFESSIONAL REGISTRATIONS

- FL Architect No. 98687
- NCARB Certification No. 733615

ORGANIZATIONS

- Lakeland Historic Preservation
Board
- Florida Educational
Facilities
- Design Review Committee Chair

MAIN OFFICE LOCATION

- Lakeland, FL

RELEVANT EXPERIENCE

• Polk County Fire Station Prototype —Various *

Size - 11,000 SF | Cost - 3.2M

The prototype station is a 11,000 SF block and stucco facility with three apparatus bays and 10 bunks, designed for both fire and EMS personnel. It includes flexible living areas, offices, a community room, and was developed with site evaluations, sustainable design, and durable, cost-effective finishes.

• Polk County Fire Training Master Plan - Winter Haven, FL *

Size - 20 Acres | Cost - \$14.5M

Provided project management and design for the master planning of a 20-acre site, including utilities and a new Fire Training Complex. The facility features classrooms, a live burn building, training tower, warehouse, and outdoor training areas, with health-focused design and budget-conscious delivery.

• City of Kissimmee Fire Station Prototype —Various *

Size - 12,500 SF | Cost - \$8M

Designed a new three-bay fire station with a \$8M budget, utilizing the City's prototype. The facility included 12 bunks, officer quarters, and a PD microstation, supporting four shifts. Constructed with block, stucco, and veneer brick, the station enhanced operational efficiency and response capabilities while meeting community needs and safety standards.

• Winter Haven Fire Station #3 - Winter Haven, FL *

Size - 11,800 SF | Cost - \$3.2M

Winter Haven Fire Station No. 3 was designed to accommodate living, administrative, training, and vehicle storage spaces, with a focus on firefighter health and community engagement. Key features include a large gathering room and gym to support fitness and relaxation. The station balances work and living areas while maintaining critical emergency response functions. Construction was completed in 2021.

**Completed while with previous firm*

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Architecture

TAB 3



Jeffrey Pelszynski PROJECT MANAGER

With 38 years at FG+M, Jeffrey Pelszynski is one of Florida's most experienced and respected specialists in fire station design and delivery. A veteran project manager and expert in CAD, BIM, and advanced visualization, Jeff has led dozens of successful public safety facility projects from concept through construction. He has been a cornerstone of FG+M's fire station design team since 1999, contributing to more than 60 facilities across the state. Jeff brings unmatched technical precision, deep code knowledge, and a field-proven understanding of the complex operational demands of modern fire rescue facilities.

YEARS OF EXPERIENCE

- 38 Cumulative
- 30 FG+M

EDUCATION

- University of Florida
Bachelor of Architecture
- University of Florida
Master of Architecture

PROFESSIONAL REGISTRATIONS

- 14 years designing to
LEED Standards
- Prepared sustainable building
design reports for multiple
county government projects

MAIN OFFICE LOCATION

- Lutz, FL

RELEVANT EXPERIENCE

Hillsborough County Fire Rescue Facilities

- Hillsborough County Riverview
Fire Station No. 16
- East Lake Fire Station No. 32
- Armwood Fire Station No. 4
- South Brandon Fire
Station No. 7
- Springhead Fire Station No. 25
- North Hillsborough Fire
Station No. 14
- Ruskin Fire Station No. 17
- Seffner-North Brandon Fire
Station No. 18
- Providence Road Fire
Station No. 37
- Sun City Center
Fire Station No. 28
- Central Brandon
Fire Station No. 45
- Gunn Highway Fire Station
No. 13 Feasibility Study

Pinellas County Fire Rescue Facilities

- St. Petersburg Fire
Station No. 12
- Seminole Fire Station No. 32
- Palm Harbor Fire Station No. 68
- Oldsmar Fire Station No. 54

Pasco County Fire Rescue Facilities

- Hudson Fire Station No. 9
- New Port Richey Fire
Station No. 30
- Holiday Fire Station No. 12
- Shady Hills Fire Station No. 20
- Fire Station No. 17
- Fire Station No. 20
- Zephyrhills Fire Station No. 18
- New Port Richey Fire
Station No. 3
- Odessa Fire Station No. 4
- Wesley Chapel Fire Station No. 2
- Land O' Lakes Fire Station No. 1
- Fire Station No. 18 Preliminary
Site Plan Study
- Wesley Chapel Fire
Station No. 32
- New Port Richey Fire
Station No. 19

Sarasota County Fire Rescue Facilities

- Sarasota Fire Station No. 14
- Sarasota Fire Station No. 3

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Architecture

TAB 3



John Cutler Kelly, AIA, NCARB QA/QC SPECIALIST

As President Emeritus at FleischmanGarciaMaslowski, Mr. Kelly has direct project management responsibilities that include marketing, conceptual design, production and coordination of construction documents, bidding, and construction contract administration. Mr. Kelly has more than 35 years of architectural experience specializing in municipal, governmental, and fire station design. He has been directly responsible for more than 70 fire and rescue commissions over the past 30 years, and brings his deep subject matter expertise to the team as the QA/QC specialist.

YEARS OF EXPERIENCE

- 35+ Cumulative
- 30 FG+M

EDUCATION

- Syracuse University,
Bachelor of Architecture
- Syracuse University,
Bachelor of Art

PROFESSIONAL REGISTRATIONS

- FL Architect No. 0008749
- Maryland No. 8921
- NCARB Certified
- Planners Association

ORGANIZATIONS

- American Institute of Architects
- Florida Educational Facilities

MAIN OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

Hillsborough County Fire Rescue Facilities

- Brandon Fire Station No. 45
- Brandon Fire Station No. 7
- Plant City Fire Station No. 25
- Tampa Fire Station No. 43
Remodeling and Addition
- Brandon Fire Station No. 11 HVAC
Replacement
- Tampa Fire Station No. 4
- Ruskin Fire Station No. 17
- Seffner-North Brandon Fire
Station No. 18
- Brandon Fire Station No. 11,
Renovations and Remodeling
- Sun City Fire Station No. 28
- Providence Road Fire Station
No. 37

Pasco County Fire Rescue Facilities

- Hudson Fire Station No. 9
- NPR Fire Station No. 30
- Holiday Fire Station No. 12
- Shady Hills Fire Station No. 20
- NPR Fire Station No. 17
- Zephyrhills Fire Station No. 18
- NPR Fire Station No. 3
- Odessa Fire Station No. 4
- Wesley Chapel Fire
Station No. 2

- Fire Station No. 18 Preliminary Site
Plan Study
- Wesley Chapel Fire Station No. 32
- NPR Fire Station No. 19

St. Petersburg Fire Rescue Facilities

- St. Pete Fire Rescue Five Year
Masterplan
- St. Pete Fire Station No. 10
Renovations
- St. Pete Fire Station No. 8
Renovations
- St. Pete Fire Headquarters HVAC
Renovations
- St. Pete Master Station
HVAC Renovations
- St. Pete Fire Station No. 12
- St. Pete Station No. 4 Refurbishment
and Expansion
- St. Pete Station No. 3
- St. Pete Fire Station No. 2
Conceptual Site Plan Design
- St. Pete Fire Station No. 13

City of Seminole Fire Rescue Facilities

- Seminole Fire Station No. 32
- Seminole Fire Station No. 31
- Seminole Fire and Rescue Fleet
Maintenance Building
- Seminole Fire Station No. 29

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Architecture

TAB 3



Keenan Johnson, RID, LEED GA INTERIOR DESIGN

Keenan interiors work ranges from sprawling municipal projects to luxurious residential mansions. With a minimalist eye for design and 'less-is-more' approach, Keenan's style is strong, unadulterated and efficient. His understanding of unity, balance and progressive design concepts help to make a project distinctively professional and artistic at the same time.

YEARS OF EXPERIENCE

- 12 Cumulative
- 12 FG+M

EDUCATION

- The Art Institute of Tampa,
Bachelor of Fine Arts
Interior Design

PROFESSIONAL REGISTRATIONS

- Florida Registered Interior
Designer No. ID7101
- LEED GA No. 10912027

OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

- **Hanna Avenue City Center - Tampa, FL**

City of Tampa | Size - 161,000 SF | Cost - \$108M

Conducted a feasibility study and developed the master plan for the 161,000 SF Hanna Avenue City Center. Designed a Municipal Services Complex with an Administration Building, Parking Garage, and Hanna Square, a civic plaza for community engagement. Integrated sustainable features, including rooftop solar, a solar trellis, and rain gardens.

- **Hanna Avenue City Center Central Fleet and Facility - Tampa, FL**

Hillsborough County | 30,000 SF | \$11M

FG+M designed this 30,000 SF Central Fleet Building to house 18 service bays, a body shop, parts department, offices, and training rooms.

- **Seminole Electric Cooperative Headquarters - Tampa, FL**

Seminole Electric | 106,308 SF | \$4,376,007

FG+M led the comprehensive renovation of Seminole Electric Cooperative's headquarters, transforming the facility inside and out. Critical upgrades were made to structural resilience, hurricane protection, life safety systems, and mechanical infrastructure—ensuring long-term performance and reliability.

- **Pasco County Information Technology Data Center - Dade City, FL**

Pasco County | 57,102 SF | \$10.1M

FG+M developed a unified massing strategy that merged two distinct programs around a central lobby, using exposed structural steel, varied textures, strategic fenestration, and passive shading to frame key views. Designed to meet LEED® standards, the project prioritized sustainability throughout.

- **African American Arts and Cultural Center - Tampa, FL**

Hillsborough County | 50,000 SF | \$30M

FG+M designed the new African American Arts & Cultural Center in West Tampa—a vibrant, 50,000-square-foot cultural hub featuring galleries, studios, event spaces, retail, and a café. Blending flexibility and symbolism, the design sports a signature front porch, rooftop terrace, and heritage trail, honoring cultural legacy and inviting public engagement through art, architecture, and storytelling.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Architecture



Isabela White, LEED GA SUSTAINABILITY OFFICER

Isabela is an Associate Interior Designer with FG+M. She has assisted on a variety of interior projects, including municipal and corporate offices, higher and lower education facilities, and recreational centers. Isabela has a strong eye for detail, which is reflected in her finish palettes and design concepts. As a LEED Green Associate, she is also committed to sustainable design principles, incorporating environmentally responsible materials and strategies that support healthier, more efficient interior environments.

YEARS OF EXPERIENCE

- 8 Cumulative
- 1 FG+M

EDUCATION

- State University of Santa Catarina Laguna/Brasil, Bachelor of Science Architecture / Urban Planning

PROFESSIONAL REGISTRATIONS

- Florida No. AR0008749
- LEED GA No. 11528265

OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

- **Hanna Avenue City Center - Tampa, FL**

City of Tampa | Size - 161,000 SF | Cost - \$108M

Conducted a feasibility study and developed the master plan for the 161,000 SF Hanna Avenue City Center. Designed a Municipal Services Complex with an Administration Building, Parking Garage, and Hanna Square, a civic plaza for community engagement. Integrated sustainable features, including rooftop solar, a solar trellis, and rain gardens.

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- **The University of South Florida Judy Genshaft Honors College - Tampa, FL**

University of South Florida | 86,000 SF | \$43.7M

FG+M served as Prime Architect for this six-story, LEED Silver-targeted academic facility designed to foster interdisciplinary collaboration among students and faculty. The building features transparent gathering spaces, a central atrium, event areas, and indoor/outdoor communal zones that support academic engagement and sustainability.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Staff Availability & Location

Responding to Project Needs

FleischmanGarciaMaslowski (FG+M) has assembled a highly-qualified team to support the Joint Use Fire Station project. Each key staff member is strategically positioned to provide prompt, effective response to project needs, ensuring seamless coordination and timely decision-making.

With our fully local team and proactive communication approach, we are well prepared to respond quickly and effectively to your project needs.

Commitment to Responsiveness

- **Proximity and Accessibility** - Our team is fully local ensuring quick response times for site visits, stakeholder meetings, and coordination with Polk County officials.
- **Technology and Communication** - We utilize remote collaboration tools, mobile connectivity, and real-time project tracking systems to ensure immediate availability and decision-making, regardless of location.
- **On-Site Presence** - Key staff will be scheduled for regular site visits and meetings as needed, ensuring direct oversight and real-time issue resolution throughout the project lifecycle.



Key Staff Overview

Name	Role	Availability	Primary Office Location	Home Location
Marcel Maslowski, AIA	Principal-In-Charge	Provides executive-level oversight, ensuring the project aligns with the client's vision, goals, and budget; maintains high-level client relationships.	324 S Hyde Park Avenue Suite 300 Tampa, FL 33606	Tampa, FL
Michael Porter, AIA	Lead Architect	Oversees design development, ensures functionality, security, and compliance; available for design meetings and reviews.	402 S. Kentucky Avenue, Suite 300, Lakeland, FL 33801	Lakeland, FL
Jeff Pelszynski	Project Manager (Day-to-Day Contact)	Primary point of contact; available full-time for coordination, progress updates, and stakeholder communication.	324 S Hyde Park Avenue Suite 300 Tampa, Florida 33606	Lutz, FL
John Cutler Kelly, AIA	Quality Assurance/ Quality Control (QA/QC) Manager	Ensures adherence to project specifications, reviews plans for accuracy and compliance; available for scheduled reviews and oversight.	324 S Hyde Park Avenue Suite 300 Tampa, Florida 33606	Tampa, FL
Keenan Johnson	Interior Designer	Develops interior environments that support functionality, security, and user experience; available for design input and material selections.	324 S Hyde Park Avenue Suite 300 Tampa, Florida 33606	Tampa, FL
Isabela White	Sustainability Officer	Ensures integration of sustainable design strategies and energy efficiency measures; available for consultation on LEED and environmental compliance.	324 S Hyde Park Avenue Suite 300 Tampa, Florida 33606	Tampa, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Subconsultant Qualifications

Civil / Survey Engineer

ChastainSkillman | **DCCM**

*Location: 1205 E Orange Street, Suite 110
Lakeland, Florida 33801*

Chastain-Skillman | DCCM offers deep experience in civil engineering and surveying for fire station projects, particularly in Polk County. With a 75-year history and strong local roots, they've provided site design, permitting, stormwater management, and construction support for facilities such as the Masterpiece, Nalcrest, and Kathleen Road Fire Stations. Their familiarity with public-sector requirements, environmental permitting, and utility coordination ensures efficient, reliable execution. As a subconsultant, their technical expertise and responsiveness make them an essential partner in delivering well-coordinated, on-time, and high-performing fire station projects.

MEP/FP Engineer



*Location: 600 S Orlando Ave,
Maitland, FL 32751*

CMTA brings over 25 years of experience engineering high-performance fire rescue facilities, including 13 projects for Polk County Fire Rescue and more than 150 across Florida. With over 45 public safety clients statewide, CMTA specializes in resilient, energy-efficient MEP systems tailored to 24/7 operations. Their designs include hardened structures, advanced HVAC, SCBA fill stations, emergency power, and enhanced IAQ systems. Backed by a data-driven approach, CMTA delivers proven, cost-effective solutions that meet the complex demands of emergency services.

Structural Engineer



*Location: 1205 E Orange Street, Suite 110
Lakeland, Florida 33801*

Established in 1999, **Master Consulting Engineers (MCE)** is a certified W/MBE firm with offices across Florida and a team of 24 professionals, including 7 licensed engineers. We specialize in structural design, inspections, QA/QC, forensic analysis, and construction support. With over 110 completed fire stations and emergency facilities statewide, we bring deep expertise in resilient, code-compliant design tailored to 24/7 operations. In Polk County, our portfolio includes Haines City Fire Station #1 and Lakeland Fire Station #7. Our approach ensures efficient integration with design teams and long-term performance for public safety infrastructure.

Geotechnical Engineer



*Location: 2030 State Road 60 East
Bartow, FL 33830*

Madrid CPWG is a certified minority-owned business (MBE) in Florida with over 10,000 completed projects. Specializing in geotechnical and civil engineering, they offer services such as foundation design, site analysis, soil stabilization, and stormwater management. Known for their innovative solutions and advanced testing capabilities, they provide reliable, cost-effective services for a range of infrastructure projects. Madrid CPWG is a trusted partner in delivering high-quality engineering solutions for both public and private sector clients. in-house laboratories to ensure precise and reliable results.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Subconsultant Qualifications

Landscape Architect

ANDERSON LESNIAK LIMITED, INC.
landscape architecture | land planning

Location: 4921 S W Shore Blvd,
Tampa, FL 33611

Anderson Lesniak Limited, Inc. is a certified Minority Business Enterprise (MBE) landscape architecture and land planning firm based in Tampa, Florida. Founded in 2004, the firm has earned a reputation for delivering innovative, sustainable, and context-sensitive designs across various sectors, including commercial, municipal, and multi-family developments. Under the leadership of President and CEO Alyson Utter, a certified arborist since 2009, Anderson Lesniak emphasizes environmental stewardship and community engagement in its projects. Their portfolio showcases a commitment to quality and functionality, making them a valuable partner for landscape architecture needs

Cost Estimator

CC & A Construction
Consultants &
Associates

Location: P.O. Box 2086,
Riverview, FL 33568

With over 40 years of industry experience, Robert Kaupp leads Construction Consultants & Associates (CC&A) in delivering expert construction consulting services. The firm specializes in providing comprehensive services, including conceptual and hard bid estimating, value engineering analysis, project scheduling, constructibility analysis, drawing review and quality control, as well as LEED facilitation. Under Kaupp's leadership, CC&A is dedicated to optimizing project efficiency, ensuring cost-effectiveness, and enhancing overall quality throughout the construction process. Their hands-on approach and proven track record make them a trusted partner in the construction industry.



Hillsborough County Fire Station No. 16 - Riverview, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - Civil Engineering

TAB 3



W. Ronald Cauthan, PE

CIVIL ENGINEERING - PRINCIPAL

Mr. Cauthan is a seasoned Civil Project Manager with deep experience in roadway and highway projects across Central Florida. He has led projects from PD&E studies through construction, navigating complex permitting, drainage, and environmental challenges. With 15 years as Highlands County's Consulting Engineer, he brings practical insight and technical expertise to every phase of civil design.

YEARS OF EXPERIENCE

- 48 Cumulative

EDUCATION

- The Citadel,
Bachelor of Science
- FDOT Bridge Inspection Training
- FDOT Advanced Maintenance of
Traffic Certification (MOT)

PROFESSIONAL REGISTRATIONS

- FL Engineer No. 27563
- NC Engineer No. 013081
- GA Engineer No. 015837

OFFICE LOCATION

- Lakeland, FL

RELEVANT EXPERIENCE

• Kathleen Road Fire Station - Lakeland, FL

Principal-in-Charge responsible for oversight of the construction of Polk County Fire Rescue Station 23, a 11,600 SF facility housing up to 10 staff and three fire trucks. Collaborated on site planning, civil design, and managed sub-contractors for geotechnical and landscaping services. Ensured robust communication to overcome challenges with an out-of-area contractor.

• Lakeland Fire Training Facility - Lakeland, FL

Principal-in-charge responsible for oversight of the design of the new Fire Training Facility in Lakeland, Florida. Managed topographic survey, civil site design, and permitting services. Coordinated subconsultants for endangered species evaluation, landscape and irrigation, and geotechnical engineering. Oversaw site planning, including stormwater management, utility design, and permitting from multiple agencies. The completed facility features classrooms, locker rooms, offices, restrooms, a warehouse, and a live burn building.

• Masterpiece Fire Station - Lake Wales, FL

Principal-in-charge responsible for oversight of the design of a new fire station at the intersection of Masterpiece Road and Big Tank Road in Lake Wales, Florida. Managed boundary survey, civil site design, permitting, and construction phase services. Coordinated subconsultants for wetland and listed species services, and geotechnical services. Oversaw site planning, including demolition, grading, drainage, utility connections, erosion control, stormwater management, and traffic impact analysis.

• Nalcrest Fire Station - Lake Wales, FL

Principal-in-charge responsible for oversight of the design of the new Nalcrest Fire Station on Boy Scout Road in Lake Wales, Florida. Managed site work construction drawings and permit application packages for the 11,657 SF facility. Coordinated subconsultants for wetland and listed species services, and geotechnical services. Oversaw site planning, including demolition, grading, drainage, utility connections, erosion control, stormwater management, and traffic impact analysis. Obtained necessary permits from multiple agencies.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - Civil Engineering

TAB 3



Doug Forni, PE

CIVIL ENGINEERING - SENIOR PROJECT MANAGER

Mr. Forni has 33 years of experience in multi-discipline engineering and landscape architecture for both public and private sector clients. His project experience includes securing funding, project management, design, permitting, specification writing and construction management for municipal, county, state and federal projects, commercial, residential and industrial developments, mixed-use developments, parks and recreational facilities, and educational facilities.

YEARS OF EXPERIENCE

- 33 Cumulative

EDUCATION

- West Virginia University, Bachelor of Science Civil Engineering
- West Virginia University, Bachelor of Science Landscape Architecture

PROFESSIONAL REGISTRATIONS

- FL Engineer No. 86696
- MD Engineer No. 3700
- PA Engineer No. 63091
- WV Engineer No. 16133
- KY Landscape Architect No. 3700
- MD Landscape Architect No. 874
- TX Landscape Architect No. 3709
- WV Landscape Architect No. 250

OFFICE LOCATION

- Lakeland, FL

RELEVANT EXPERIENCE

• Kathleen Road Fire Station - Lakeland, FL

Project Manager responsible for oversight of the construction of Polk County Fire Rescue Station 23, a 11,600 SF facility housing up to 10 staff and three fire trucks. Collaborated on site planning, civil design, and managed sub-contractors for geotechnical and landscaping services. Ensured robust communication to overcome challenges with an out-of-area contractor.

• Burnham McCall Training Center - Bartow, FL

Project Manager for the site development tasks associated with a 24,000 SF training facility for the Polk County, Florida Sheriff's Office. Tasks included stormwater, utilities extended to the site, including a pump station, grading and site development components. Chastain-Skillman | DCCM worked with the architectural firm to develop the site layout and obtain the various permits and approvals required for the site development.

• Nalcrest Fire Station - Lake Wales, FL

Project Manager responsible for oversight of the design of the new Nalcrest Fire Station on Boy Scout Road in Lake Wales, Florida. Managed site work construction drawings and permit application packages for the 11,657 SF facility. Coordinated subconsultants for wetland and listed species services, and geotechnical services. Oversaw site planning, including demolition, grading, drainage, utility connections, erosion control, stormwater management, and traffic impact analysis. Obtained necessary permits from multiple agencies.

• Masterpiece Fire Station - Lake Wales, FL

Project Manager responsible for oversight of the design of a new fire station at the intersection of Masterpiece Road and Big Tank Road in Lake Wales, Florida. Managed boundary survey, civil site design, permitting, and construction phase services. Coordinated subconsultants for wetland and listed species services, and geotechnical services. Oversaw site planning, including demolition, grading, drainage, utility connections, erosion control, stormwater management, and traffic impact analysis.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - Geotechnical Engineering



John Delashaw, PE GEOTECHNICAL ENGINEERING - PRINCIPAL

Mr. Delashaw is the Principal of the Bartow office GeoSciences Group at Madrid CPWG, overseeing four divisions and serving as project principal or technical lead on most geotechnical projects. With over 35 years of experience, his expertise includes dam design, foundation systems, earthwork, soil improvement, sinkhole and subsidence investigations, and roadway soils. He specializes in project and contract management, technical oversight, and engineering evaluations for both public and private clients.

YEARS OF EXPERIENCE

- 35 Cumulative

EDUCATION

- San Diego University
Bachelor of Science
Civil Engineering

PROFESSIONAL REGISTRATIONS

- FL Engineer No. 48154
- MS Engineer No. 21324

CONTINUING EDUCATION

- Properties of Fills for MSE Walls
ASCE Webinar, January 2018
- Geo-Frontiers Conference
2011 (Paper presented at
conference – published in
proceedings– June 2017
- Geotechnical and Materials
Engineers Conf. ('98, '01, '04, '07,
'10-'14, '16, '17, '18, '19, '22-'24)
- Florida Dam Safety Annual
Conference 1997 through 2004

OFFICE LOCATION

- Bartow, FL

RELEVANT EXPERIENCE

- **Polk County, Roads & Drainage New Annex - Winter Haven, FL**
This Polk County project included a geotechnical investigation with site development and foundation recommendations followed by Construction and Materials Testing services during construction. These services were for the new 12,600 sf Annex Facility on Sheffield Road and associated parking areas. Madrid fees exceeded \$22K (\$1.3M est construction cost).
- **CRUSA Water Production Facility, Warehouse Building Site - Bartow, FL**
Madrid initially provided field and laboratory materials testing and inspection services for new construction at the CRUSA Water Production Facility. Over a 5-yr period, Madrid was then asked to provide various testing and geotechnical consulting services for multiple other components of this project over several years, supporting both the design teams and the contractors.
- **Deeson Rd Pump Station & Force Main - Lakeland, FL**
PT borings to assist with the design of lift station and force main. The project included design of shoring, excavation, pipe bedding and backfilling, and directional drilling. Madrid fees exceeded \$7K (\$450K est construction cost).
- **Polk County Sheriff's Office Training Center - Bartow, FL**
Madrid provided preliminary (multiple alternatives on previously strip-mined and reclaimed sites) and final (selected site) geotechnical services for the new Training Center, pavement areas and associated stormwater ponds. Services continued during construction for surcharge monitoring and QA/QC Inspections and Testing. Madrid fees exceeded \$100K (\$1.8M est construction cost).
- **Masterpiece Rd Fire Station, Lake Wales - Polk County, FL**
Geotechnical investigation, including several SPT Borings and test pits, followed by laboratory testing, engineering evaluations and design recommendations for a new Fire Station, and associated pavements and stormwater facilities. Madrid fees \$8.6K (\$500K est construction cost).

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - Geotechnical Engineering



Andre Kniazeff, PE

GEOTECHNICAL ENGINEERING DIVISION LEADER

Mr. Kniazeff is the Geotechnical Engineering Division Leader and has 15 years' experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/ coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, and sinkhole investigations. Additional responsibilities include maintaining project budgets, timelines, and overseeing field crews.

YEARS OF EXPERIENCE

- 15 Cumulative

EDUCATION

- University of Central Florida
Bachelor of Science
Civil Engineering

PROFESSIONAL REGISTRATIONS

- FL Engineer No. 81315

OFFICE LOCATION

- Bartow, FL

RELEVANT EXPERIENCE

- **Polk County Sheriff's Ridge District Station**
Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structure. Madrid fees - \$7.5K.
- **Plant City Career Technical Center**
Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structures, pavements, and stormwater management systems. Madrid fees - \$59K
- **Nucor Facility - Lakeland, FL**
Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structure, pavement, and stormwater management systems. Madrid fees - \$17.5K
- **ALP Residential Development - Auburndale, FL**
Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structures, pavements, and stormwater management systems. Madrid fees - \$18.5K
- **City of Bartow WTF Improvements - Bartow, FL**
Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structures, pavements, and stormwater management systems. Madrid fees - \$10.5K
- **Bartow Ethanol Facility Expansion - Bartow, FL**
Geotechnical investigation, design and recommendations for new buildings, Stormwater Management Systems (SMS), roadways, and subsurface utilities construction. Madrid fees - \$15.5K
- **Toho Huron WTP Facility - Kissimmee, FL**
Geotechnical exploration program, lab-testing program, engineering analysis and report preparation, including foundation recommendations for the structures, pavements, and stormwater management systems. Madrid fees - \$24.5K.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - Geotechnical Engineering



Marcus Grant

GEOTECHNICAL ENGINEERING - LABORATORY MANAGER /
SENIOR FIELD TECHNICIAN

Marcus Grant has over 18 years of experience in FDOT Construction Materials Testing, with expertise in asphalt inspection, earthwork, and concrete sampling and testing. He has managed a CMEC-accredited lab for over 12 years and has a strong understanding of FDOT specifications and procedures. Marcus has successfully completed numerous projects involving field and plant verification, and he brings extensive lab experience with aggregates, soils, and concrete.

YEARS OF EXPERIENCE

- 18 Cumulative

EDUCATION

- Lake Gibson High School
Graduated in 2002

CERTIFICATIONS

- CTQP Earthwork Construction
- Inspector Level I & II CTQP
- Concrete Lab Testing Technician Level I
- CTQP Concrete Field Technician Level I
- CTQP FDOT Concrete Field Inspector Specification
- CTQP Asphalt Plant Technician Level I & II
- CTQP Asphalt Paving Technician Level I & II
- CTQP LBR Testing Technician
- CTQP Aggregate Testing Technician
- CTQP QC Manager CTQP Pile Driving Inspection
- ACI Concrete Field Testing Technician
- ACI Concrete Laboratory Testing Technician Level I
- ACI Concrete Strength Testing Technician
- ACI Aggregate Testing Technician Level 1
- RSO Nuclear Gauge
- Safety MOT Advanced

OFFICE LOCATION

- Bartow, FL

RELEVANT EXPERIENCE

• SR17 & Arbuckle Creek Rd, Highlands County

This project consists of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Mr. Grant provided CEI VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.

• FDOT D1 & D7 VT Asphalt Plant Inspection

Marcus provides Asphalt Plant VT inspection services for projects in both District 1 and District 7. These services include all inspection, testing and reporting required for Hot Mix Asphalt that is to be incorporated into FDOT construction projects.

• CEI Group 160, District 5 Maintenance Phase Projects

CEI Inspector For this maintenance project, Marcus has been responsible for verifying all personnel and equipment on-site, confirming MOT set-up, video documenting the desilting process, and verifying that all pipe runs have been properly desilted per the project plans. Marcus is also responsible for updating the project worksheet, and notating operational changes not identified in the plans; as well as completing daily DWR on Site Manager.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - Geotechnical Engineering



Anthony Brown

GEOTECHNICAL ENGINEERING - SENIOR INSPECTOR

Mr. Brown has over 10 years of experience in the FDOT CEI industry, including five years as a Senior Inspector since beginning his career in 2014. He specializes in a wide range of construction inspection areas, including asphalt plant operations, earthwork, concrete, asphalt paving, drilled shaft inspection, and pile driving. Mr. Brown possesses a strong understanding of FDOT specifications and construction procedures, and has served as a consultant directly out of the District 1 Materials Office.

YEARS OF EXPERIENCE

- 10 Cumulative

EDUCATION

- Everest University 2007 - 2008
- Polk State 2008 to 2009
- Army 2010 - 2013

CERTIFICATIONS

- CTQP Earthwork Construction
- Inspector I & II CTQP Concrete
- Field Technician I CTQP Asphalt
- Plant Technician I & II CTQP
- Asphalt Paving Technician I & II CTQP Final Estimates I & II
- CTQP Drilled Shaft Inspection
- CTQP Driven Pile Inspection ACI
- Concrete Field Testing Technician I
- ACI Concrete Laboratory Testing Technician I
- ACI Concrete Transportation Construction Inspector FAA
- Airfield Pavement Inspection Qualified Stormwater Management Inspector
- Concrete Batch Plant Inspector
- IMSA Signals Inspector
- IMSA Signals Technician Nuclear Gauge Safety MOT Advanced QC Manager
- Critical Structures Construction Issues

OFFICE LOCATION

- Bartow, FL

RELEVANT EXPERIENCE

• 433202-1-52-01 State Road 17, Highlands County

Anthony served as senior inspector on this project, which consisted of milling and resurfacing along SR17 and Arbuckle Creek Rd in Sebring, Florida. Anthony provided CEI Senior VT Inspection services for this project as the sole inspector for this project. His duties include Earthwork, Concrete, Asphalt Paving inspection and verification testing.

• 418403-2-52-01 State Road 600, Osceola County

Anthony served as Field Inspector on this project, which consisted of the reconstruction of US92/ SR600 in Kissimmee, Florida. Anthony provided CEI VT Inspection services for this project. His duties include Earthwork, Drilled Shafts, Signals, Storm Sewer, Concrete, Thermo, Asphalt Paving inspection and verification testing.

• FDOT District 1 Materials – Pavement Assessment Specialist

Anthony currently serves as the Pavement Assessment Specialist for FDOT District 1 Materials. In this role, he conducts roadway field reviews to assess existing pavement conditions and support project design. His responsibilities include documenting deficiencies through detailed notes, photographs, and video, as well as producing comprehensive field reports. Additional duties include performing pavement coring and reviewing core samples collected by department consultants.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - MEP/FP Engineering

TAB 3



Jason Smith, PE, LEED AP BD+C, CEM MECHANICAL ENGINEERING - PARTNER

As the Mechanical Engineer of Record (MEOR), Jason plays a critical role in the development of mechanical scopes, conducting meticulous Quality Assurance/Quality Control (QA/QC) of construction documents, and providing innovative design solutions. As a LEED Accredited Professional and Certified Energy Manager, he brings a wealth of expertise, ensuring sustainable and energy-efficient practices in all projects.

YEARS OF EXPERIENCE

- 36 Cumulative
- 32 CMTA

EDUCATION

- University of Central Florida
Bachelor of Science
Electrical Engineering

REGISTRATIONS

- FL Engineer No. 55743

CERTIFICATIONS

- Certified Energy Manager: 10973
- LEED AP: 10197282-AP-BD+C

OFFICE LOCATION

- Maitland, FL

RELEVANT EXPERIENCE

- **Polk County Fire Rescue Prototype Fire Stations (9) - Various**
Each: 3-Bay | 11,600 SF | \$3.5M | MEP/FP/LV | New Construction
- **Polk County Fire Rescue Fire Training Facility - Lakeland, FL**
32,200 SF | \$12.5M | MEP/FP/LV | New Construction
- **Hillsborough County Public Safety Complex - Tampa, FL**
92,400 SF | \$36.1M | ME/FP design | New Construction
- **Winter Haven Fire Station 3 – Winter Haven, FL**
3 apparatus bays | 11,600 SF | \$3.5M | Category 3 Hurricane Rating
MEP/FP/LV design | New Construction
- **Marion County Prototype Fire Stations (6) – Various**
Each: 3 apparatus bays | 9,180 SF | \$2–2.3M | Category 3 Hurricane Rating
MEP/FP/LV design | New Construction
- **Immokalee Fire Station 30 – Immokalee, FL**
2 apparatus bays | 10,000 SF | \$2.5M | MEP/FP/LV design | New Construction
- **Immokalee Fire Station 32 & Logistics Building – Immokalee, FL**
22,000 SF | \$10M | Category 3 Hurricane Rating | MEP/FP/LV design |
New Construction
- **Daytona Fire Administration – Daytona Beach, FL**
4 apparatus bays | 25,000 SF | \$18M | MEP/FP/LV design | New Construction
- **Palm Coast Fire Station 26 & 22 Prototypes – Various**
3–4 apparatus bays | 10,000+ SF (each) | Est. \$7.5M | MEP/FP/LV design |
New Construction
- **Palm Bay Fire Station 7 – Palm Bay, FL**
3 apparatus bays | 13,000 SF | MEP/FP/LV design | New Construction

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - MEP/FP Engineering

TAB 3



Keith Liatsos, PE

ELECTRICAL ENGINEERING - PARTNER

Keith is a seasoned electrical engineer with principal areas of design that encompass lighting, power distribution (both low voltage and medium voltage), emergency systems, and fire alarm systems. As the Electrical Engineer of Record (EEOR), he has been instrumental in a wide range of projects, from facility studies and assessments to system replacements, comprehensive renovations, and new construction. Notably, Keith engineers innovative solutions aimed at enhancing building performance and reducing energy consumption.

YEARS OF EXPERIENCE

- 23 Cumulative
- 14 CMTA

EDUCATION

- University of Central Florida
Bachelor of Science
Electrical Engineering

REGISTRATIONS

- FL Engineer No. 66402

OFFICE LOCATION

- Maitland, FL

RELEVANT EXPERIENCE

- **Polk County Fire Rescue Prototype Fire Stations (9) - Various**
Each: 3-Bay | 11,600 SF | \$3.5M | MEP/FP/LV | New Construction
- **Polk County Fire Rescue Fire Training Facility - Lakeland, FL**
32,200 SF | \$12.5M | MEP/FP/LV | New Construction
- **Hillsborough County Public Safety Complex - Tampa, FL**
92,400 SF | \$36.1M | ME/FP design | New Construction
- **Winter Haven Fire Station 3 – Winter Haven, FL**
3 apparatus bays | 11,600 SF | \$3.5M | Category 3 Hurricane Rating
MEP/FP/LV design | New Construction
- **Marion County EMS Prototype – Various**
6-Bay | 20,000 SF | \$7M | Cat. 4 | MEP/FP/LV | New Construction
- **Immokalee Fire Station 30 – Immokalee, FL**
2 apparatus bays | 10,000 SF | \$2.5M | MEP/FP/LV design | New Construction
- **Immokalee Fire Station 32 & Logistics Building – Immokalee, FL**
22,000 SF | \$10M | Category 3 Hurricane Rating | MEP/FP/LV design |
New Construction
- **Daytona Fire Administration – Daytona Beach, FL**
4 apparatus bays | 25,000 SF | \$18M | MEP/FP/LV design | New Construction
- **Palm Coast Fire Station 26 & 22 Prototypes – Various**
3–4 apparatus bays | 10,000+ SF (each) | Est. \$7.5M | MEP/FP/LV design |
New Construction
- **Flagler County Fire Department Prototype Fire Station - Various**
3-Bay | 10,000 SF | Cat. 3 | MEP/FP/LV | New Construction

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - MEP/FP Engineering



Kaz Kazeminia, NICET

PLUMBING & FIRE PROTECTION ENGINEERING - PARTNER

Kaz leads the Plumbing and Fire Protection teams and specializes in automatic fire protection suppression systems per NFPA 13, sanitary sewer waste, domestic water distribution, hot water/hot water return, storm system, medical gas, compressed air, and vacuum. In this role, he supports the scope development, and quality control of the design drawings of his department at major milestones.

YEARS OF EXPERIENCE

- 28 Cumulative
- 28 CMTA

EDUCATION

- American University,
Washington DC
Bachelor of Science

CERTIFICATIONS

National Institute for Certification
in Engineering Technologies
(NICET):

- Fire Alarm Systems
- Inspection & Testing of Fire
Alarm Systems
- Water-Based Systems Layout
- Inspection & Testing of Water-
Based Systems
- Special Hazards Systems

OFFICE LOCATION

- Maitland, FL

RELEVANT EXPERIENCE

- **Polk County Fire Rescue Prototype Fire Stations (9) - Various**
Each: 3-Bay | 11,600 SF | \$3.5M | MEP/FP/LV | New Construction
- **Polk County Fire Rescue Fire Training Facility - Lakeland, FL**
32,200 SF | \$12.5M | MEP/FP/LV | New Construction
- **Hillsborough County Public Safety Complex - Tampa, FL**
92,400 SF | \$36.1M | ME/FP design | New Construction
- **Winter Haven Fire Station 3 – Winter Haven, FL**
3 apparatus bays | 11,600 SF | \$3.5M | Category 3 Hurricane Rating
MEP/FP/LV design | New Construction
- **Marion County EMS Prototype – Various**
6-Bay | 20,000 SF | \$7M | Cat. 4 | MEP/FP/LV | New Construction
- **Immokalee Fire Station 30 – Immokalee, FL**
2 apparatus bays | 10,000 SF | \$2.5M | MEP/FP/LV design | New Construction
- **Immokalee Fire Station 32 & Logistics Building – Immokalee, FL**
22,000 SF | \$10M | Category 3 Hurricane Rating | MEP/FP/LV design |
New Construction
- **Daytona Fire Administration – Daytona Beach, FL**
4 apparatus bays | 25,000 SF | \$18M | MEP/FP/LV design | New Construction
- **Palm Coast Fire Station 26 & 22 Prototypes – Various**
3–4 apparatus bays | 10,000+ SF (each) | Est. \$7.5M | MEP/FP/LV design |
New Construction
- **Flagler County Fire Department Prototype Fire Station - Various**
3-Bay | 10,000 SF | Cat. 3 | MEP/FP/LV | New Construction

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - Landscape Architecture

TAB 3



L. Alyson Utter, RLA LANDSCAPE ARCHITECT | PRINCIPAL

Alyson Utter has a wide range of experience with Urban Landscape Architecture design work with a number of municipalities. Her role as Senior Project Manager for over 20 years and now as the firm Principal, has prepared her with the knowledge needed to complete complex projects with many potential users. When addressing a new project, she conducts a thorough investigation of the existing character of the site to be developed as well as its relationship to surrounding uses.

YEARS OF EXPERIENCE

- 40 Cumulative
- 20 Anderson Lesniak Limited

EDUCATION

- University of Florida,
Bachelor of Science
Landscape Architecture

PROFESSIONAL REGISTRATIONS

- Florida Licensed Landscape Architect No. LA0001163ISA
- Certified Arborist - FL 6158A

PROFESSIONAL REGISTRATIONS

- American Society of Landscape Architects
- Florida Native Plant Society
- International Society of Arboriculture

OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

- Riverview Rhodine Road Fire Station - Riverview, FL
- Central Brandon Oakfield Drive Fire Station - Brandon, FL
- East Lake Hillsborough Avenue Fire Station, Tampa, FL
- Sun City North Fire Station – Sun City, FL
- Seffner Mango Fire Station No. 18 - Seffner, FL
- Chapman Fire Station No. 40 – Tampa, FL
- Lealman Fire Station No. 19 – St. Petersburg, FL
- Seminole Fire Station No. 32 - Seminole, FL
- Springstead Fire Station No. 25 – Plant City, FL
- Ruskin Fire Station No. 12 – Ruskin, FL
- 131st Avenue Fire Station - Tampa, FL
- Roosevelt Blvd Fire Station 13 – St Petersburg, FL
- Oldsmar Fire Rescue Station - Oldsmar, FL
- Hillsborough County Maintenance Facilities – Sheldon, Columbus, Rhodine and Valrico, FL
- COT Relocation of Solid Waste – 34th Street - Tampa, FL
- Pinellas County Courts Consolidation – Largo, FL
- City of Tampa Fleet Maintenance @ 40th Street - Tampa, FL
- TPD Howard Ave Annex Building – Tampa, FL

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

TAB 3

Resumes - Subconsultants - Structural Engineering



Jim Mehlretter, PE

STRUCTURAL ENGINEERING | SENIOR PRINCIPAL

As co-founder of MCE, Jim has assisted in growing the firm into a multidisciplinary organization capable of surpassing client's expectations; completing projects both large and small with the utmost care in the pursuit of design excellence, with empathy to the client's needs and priorities, and a sensitivity to both fiscal and sustainable building practices. Jim continues to be carefully involved in each project he oversees, with a hands-on approach to each step of the design and project execution phases.

YEARS OF EXPERIENCE

- 52 Cumulative
- 25 MCE

EDUCATION

- Oklahoma State University,
Bachelor of Architecture

PROFESSIONAL REGISTRATIONS

- FL Engineer No. 33860
- FL Threshold Inspector No. 0164
- NCEES : 27847

OFFICE LOCATION

Tampa, FL

RELEVANT EXPERIENCE

• Haines City Fire Station #1 - Haines City, FL

Haines City BOCC | New Construction | Cost - \$1.8M

Haines City Fire Station #1 is a 10,000 SF facility designed to support both administrative and operational functions. It features dedicated office space for fire inspectors and personnel, along with living quarters that accommodate up to ten firefighters. These residential areas include a day room, fully equipped kitchen, restrooms, sleeping quarters, and a fitness area. The station also includes a four-bay apparatus bay, providing ample space for emergency response vehicles and equipment.

• Lakeland Linder Airport Fire Station #7 - Lakeland, FL

City of Lakeland | New Construction | \$2.9M

The Lakeland Linder Airport Fire Station is a 15,900 SF facility that functions both as a community fire station and an Aircraft Rescue and Firefighting (ARFF) station. The design features five apparatus bays—three dedicated to community response and two serving Lakeland Linder Airport operations. MCE provided comprehensive services including programming assistance, system evaluations, preparation of construction documents, bid support, and construction administration.

• Clermont Fire Station #2 - Clermont, FL

City of Clermont Fire Department | New Construction | \$3.5M

Clermont Fire Station #2 is a new single-story facility featuring an apparatus area with a raised roof elevation to accommodate three drive-through bays, while the living quarters and support spaces are housed under a lower roof profile. The building's structural system included exterior CMU walls, complemented by interior steel columns and steel beams supporting steel bar joists and a metal deck. A dedicated generator enclosure is located on the east side of the facility.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - Structural Engineering

TAB 3



Stevie Lockhart, PE STRUCTURAL ENGINEERING | PRINCIPAL

Stevie is involved with using the latest structural technologies and has success implementing this in a multitude of buildings. His understanding of the importance of planning, design, and its effect makes him an integral part of MCE. Stevie utilizes a broad range of collaborative and technical skills to assist team members and produce effective solutions to complex problems.

YEARS OF EXPERIENCE

11 Cumulative
11 MCE

EDUCATION

University of South Florida,
Master of Science
Civil & Structural Engineering

PROFESSIONAL REGISTRATIONS

Florida Licensed Engineer
No. 86482

OFFICE LOCATION

Tampa, FL

RELEVANT EXPERIENCE

- **Pinellas Park Public Safety Complex - Pinellas Park, FL**

City of Pinellas Park | New Construction | Cost - \$23.5M

For the Pinellas Park Public Safety Complex, MCE provided a new two-story, 36,000 SF police station, as well as a remodeling of the existing police station to convert it into a new 33,000 SF fire station including the addition of the truck bays adjacent to the building. There is an elevated canopy connecting both buildings. The building structure consisted of structural steel with steel beams and a metal deck composite second floor.

- **Tampa Fire & Police Department Training Complex - Tampa, FL**

City of Tampa | New Construction | \$17.8M

The Tampa Fire & Police Department Training Complex is a new 30,000 SF facility, designed to simulate real-life emergency scenarios. The building structure consisted of structural steel with steel beams and metal deck. Foundations were conventional shallow.

- **Clearwater Fire Station #46 - Clearwater, FL**

Hillsborough County Fire Department | New Construction | \$10M

Clearwater Fire Station #46 was built in 1964. The two-story, 7,400 SF facility was no longer in compliance with current co-ed living and ADA standards. The existing facility was demolished and a new two-story, 11,000 SF station was built. The new facility includes an elevator, fire poles, 2.5 garage bays for vehicles and ATV's, updated offices, a day room with kitchen, private sleeping quarters, a triage area, and a weights/workout room. The station also includes several sustainability features.

- **Hernando County Fire Station #5 - Spring Hill, FL**

Hernando County Fire Department | New Construction | \$4.5M

Hernando County Fire Station is a new 12,000 square foot, four apparatus bay station. MCE also prepared schematic drawings for one additional option for a future standardized station design with three or four apparatus bays.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

Resumes - Subconsultants - Cost Estimator

TAB 3



Robert A. Kaupp PRINCIPAL COST ESTIMATOR

With over 40 years of experience in commercial, institutional, retail, and renovation projects, Robert A. Kaupp has served as Vice President, Chief Estimator, and Project Manager for several Tampa Bay contractors. His expertise includes estimating, value engineering, project scheduling, and on-site management. As President of CC&A, he provides cost estimating, construction sequencing, constructibility analysis, quality control, and on-site inspections for owners and architects.

YEARS OF EXPERIENCE

- 40 Cumulative

EDUCATION

- Syracuse University,
Bachelor of Science,
Structural Engineering

PROFESSIONAL MEMBERSHIPS

- Associated Builders &
Contractors Chapter
President 1991
- USGBC 2007

OFFICE LOCATION

- Tampa, FL

RELEVANT EXPERIENCE

- Fire Station North Redington Beach
- Fire Station Miami Beach
- Fire Station #46 Clearwater
- Fire Station #47 Clearwater
- Fire Station #5 Hernando
- Fire Station #8 St Petersburg
- Fire Station #3 Sarasota
- Fire Station #5 Hernando
- Fire Station #5 Florosa
- Fire Station #19 St. Johns
- Fire Station #18 Mango-Seffner
- Fire Station #14 Sarasota
- Cape Coral Public Safety Bldg. New Facility
- Highland Co. Sheriffs Office, New Facility
- Orange Co. Sheriffs Office, New Facility
- Polk Co. Sheriffs Office, New Facility
- Winter Haven - Police Dept., New Facility
- Haines City - Police Station, Addition/Renovations
- Auburndale - Police Station, New Facility
- Clay Co. - Police Dept., New Facility

RFP 25-377

TAB 4

IS THE FIRM A POLK COUNTY ENTITY?



Pasco County Fire Station No. 13 - Wesley Chapel, FL

IS THE FIRM A POLK COUNTY ENTITY?

TAB 4

COMMITMENT TO SERVING POLK COUNTY

FleischmanGarciaMaslowski (FG+M) is committed to supporting the local economy and collaborating with qualified Polk County-based subconsultants.

FG+M has established a presence to effectively serve our clients in the region. Below is documentation of our firm's headquarters, local office presence, and engagement with Polk County Entity subconsultants.

FG+M OFFICES

HEADQUARTERS

- **Tampa Office (Established 1972)**
324 S. Hyde Park Avenue, Suite 300
Tampa, Florida 33606

LOCAL OFFICE

- **Lakeland Office (Established 2025)**
402 S. Kentucky Avenue, Suite 300
Lakeland, Florida 33801
Employees at Location - 2

ADDITIONAL OFFICES

- **Safety Harbor Office (Established 1994)**
195 4th Avenue North
Safety Harbor, Florida 34695
- **Sarasota Office (Established 2004)**
6000 Cattleridge, Drive, Suite 102
Sarasota, Florida 34232
- **Lutz Office (Established 2022)**
17807 Hunting Bow Circle, Suite 102
Lutz, Florida 33558
- **Orlando Office (Established 2025)**
300 South Orange Avenue, Suite 1000
Orlando, Florida 32801
- **Jacksonville Office (Established 2025)**
100 North Laura Street, Suite 801
Jacksonville, Florida 32202

POLK - BASED SUBCONSULTANTS

- **Chastain Skillman (Civil Engineer)**
Headquarters / Local Address (Established 1950)
205 East Orange Street, Suite 110,
Lakeland, Florida 33801
Employees at Location- 35
- **Madrid CPWG (Geotechnical / Survey Engineer)**
Headquarters / Local Address (Established 1996)
2030 State Road 60 East Bartow, Florida 33830
Employees at Location - 30

FG+M Office Locations



Within our local firms, we have a core team of over 75 employees. We will be highly responsive and readily available for on-site coordination.

RFP 25-377

TAB 5

IS THE FIRM A CERTIFIED W/MBE?



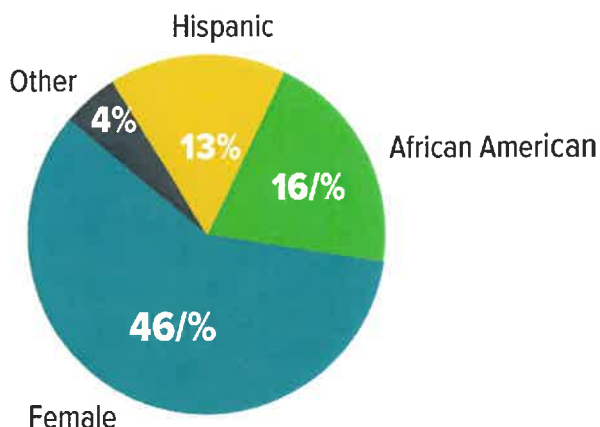
Sarasota Fire Station No. 3 - Sarasota, FL

Partnering with Small, Women- and Minority- Owned Businesses

For the first 13 years of our firm's existence, 50 percent of FleischmanGarcia was owned and operated by the late Eduardo Garcia, a Cuban refugee. Since his untimely death in 1984, FleischmanGarciaMaslowski (FG+M) has continued to involve minorities in our business — including management members, employees, consultants, subconsultants, and construction professionals.

Today, our Affirmative Action Plan and Equal Employment Opportunity statements are available for review upon request.

FG+M Workplace Diversity **79%**



For decades, FG+M has established a reputation for consistently teaming with local W/MBE/SBE Firms on ALL of our projects, both large and small. Nearly 80% of the consultants FG+M partners with are local W/MBE/SBE firms.

FG+M is firmly committed to the principles of equal opportunity and affirmative action. While our firm is not a W/MBE, in keeping with these principles, we routinely partner with small, women- and minority-owned businesses whenever possible and practical for purposes of procurements, suppliers, and services.

Our team includes the small, minority and women owned certified businesses listed below. Their supporting documentation is included on the following pages.

Madrid Engineering, Inc. (Madrid CPWG)

Master Consulting Engineers, Inc. (MCE)

Anderson Lesniak Limited, Inc.



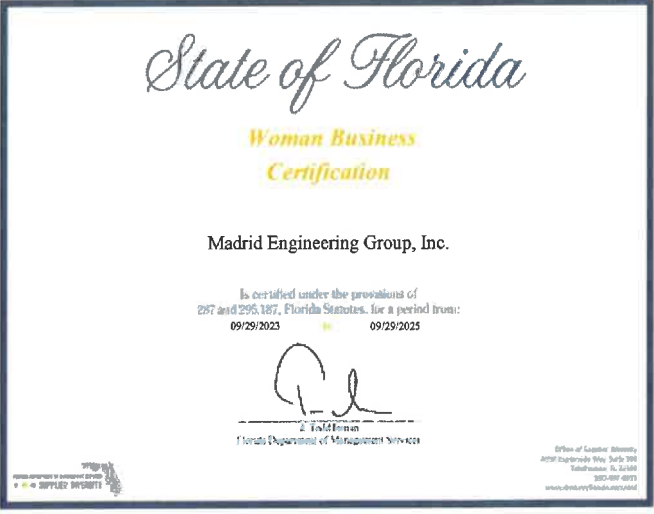
IS THE FIRM A CERTIFIED W/MBE?
W/MBE Certificates

TAB 5

Master Consulting Engineers - Structural Engineer



Madrid CPWG - Geotechnical Engineer



Anderson Lesniak Limited, Inc. - Landscape Architect



RFP 25-377

TAB 6

INTERACTION WITH COUNTY & REGULATORY STAFF



Hillsborough County Fire Station No. 7 - Brandon, FL

INTERACTION WITH COUNTY & REGULATORY STAFF

Interaction with County & Regulatory Agency Staff

Designing and constructing fire stations involves navigating a complex web of regulatory approvals and coordination with multiple county departments. These essential facilities must comply with rigorous building codes, NFPA standards, ADA accessibility guidelines, environmental regulations, and local zoning ordinances. In addition, fire stations often require input and approval from multiple stakeholders—including planning, public works, utilities, and emergency services—each with specific procedural and technical requirements. Misalignment or delays in permitting and inter-agency coordination can result in significant setbacks. A proactive, well-orchestrated regulatory strategy is essential to keep the project on schedule and aligned with county expectations.

FleischmanGarciaMaslowski (FG+M) applies our decades of experience to streamline approvals and eliminate roadblocks. We have successfully guided numerous public projects through complex permitting and compliance processes, ensuring smooth execution from design through construction.

Bringing Proven Expertise to Polk County

Our in-depth knowledge of state and county permitting processes enables us to anticipate challenges, ensure compliance, and maintain project schedules. We understand the intricacies of code requirements and the coordination needed across multiple stakeholders. To streamline approvals, our team conducts regular meetings with Authorities Having Jurisdiction (AHJs) throughout the design phase. These proactive discussions help identify and resolve potential permitting and code issues early, minimizing delays during construction. We have successfully managed regulatory approvals with agencies such as:

- **Local Authorities** – Securing permits, zoning approvals, and ensuring municipal compliance.
- **State Codes & ADA** – Ensuring life safety, structural integrity, and accessibility.
- **Water Management & Environmental Agencies** – Managing storm water, site sustainability, and environmental compliance.
- **Fire & Life Safety Regulators** – Complying with fire suppression, egress, and emergency safety codes.
- **FDEP** – Addressing site sustainability and environmental regulations.
- **SWFWMD** – Managing storm water and water resources compliance.

On past projects with county and municipal clients, we have successfully navigated complex regulatory landscapes, working closely with officials to streamline the permitting process. Our proactive approach has consistently helped clients secure approvals efficiently, mitigate potential delays, and keep projects on schedule while ensuring full compliance with all governing regulations.

By applying our deep experience with public sector projects, we are well-prepared to guide the PCFR / BFD Joint Use Fire Rescue Station project through a smooth regulatory process—**ensuring an efficient, compliant, and successful project outcome.**



Trusted Polk County Partnerships

For the PCFR / BFD Joint Use Fire Rescue Station project, we have partnered with trusted local engineering firms who bring specialized expertise and established relationships within the county's regulatory framework:

- **Chastain-Skillman** – Civil engineering experts with in-depth knowledge of Polk County requirements
- **Madrid CPWG** – Geotechnical specialists ensuring site stability and compliance

By leveraging our statewide permitting experience and strong partnerships with Polk County engineers, FG+M ensures that the project will meet local standards while maximizing design potential.

Our collaborative approach minimizes delays, mitigates risks, and keeps projects moving forward with confidence.

RFP 25-377

TAB 7

TIMELY COMPLETION OF PROJECTS



Hillsborough County Fire Station No. 17 - Ruskin, FL

TIMELY COMPLETION OF PROJECTS

TAB 7

Current and Projected Workload

FleischmanGarciaMaslowski (FG+M) maintains a balanced workload, ensuring each of our projects receives the highest level of attention and resources. With a workload that is currently below capacity and a robust staff, our firm has the necessary resources to fulfill this contract on or ahead of schedule without overextending our capacity.

The majority of our projects are currently in the construction administration or bidding phases, which affords our key team members the time to fully commit their energy to this exciting project.

The chart below shows our workload on other projects and the project hours we have available at top. You can be assured FG+M has sufficient capacity to undertake and successfully execute your project.

We are prepared to immediately integrate this project into our workload and allocate the necessary personnel and technology to ensure a seamless execution. We guarantee the personal commitment and availability of all project team members, as well as additional as-needed personnel, for the duration of the contract. All of our project team members are highly motivated and immediately available to commit themselves to this very important Polk County project.

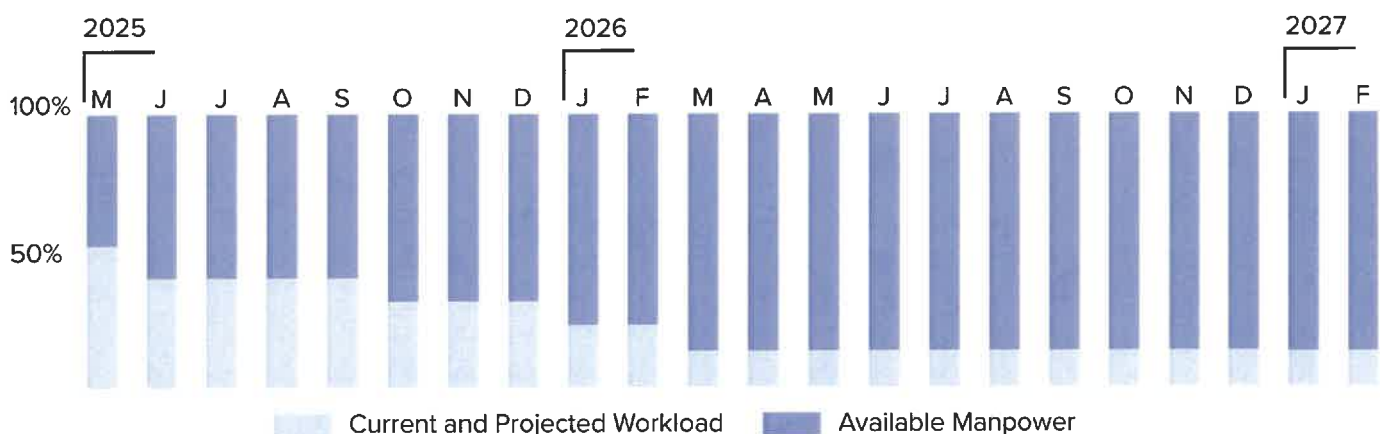
Daily Ability to Handle Scope of Services

FG+M ensures clear, organized project delivery through structured scheduling, consistent communication, and technology-driven tracking.

Key elements of our process include:

- **Project Timeline Planning**
 - Full project schedule with all phases, subphases, milestones, and County review periods
- **Project Management Tools -**
 - Microsoft Project for timeline coordination across disciplines
 - Excel for milestone tracking and subconsultant performance
- **Weekly Coordination**
 - Team meetings to review progress, resolve issues, and align efforts
 - Action Memos summarizing directives, updates, and coordination points
- **Active Oversight**
 - Weekly schedule checks by Project Manager Jeff Pelszynski
 - Regular updates to ensure alignment with target deadlines
- **Efficient Production**
 - Advanced tools for producing drawings, reports, and construction documentation
 - Real-time monitoring of schedule and cost
- **Technology-Driven Management**
 - Integrated hardware and software systems for accurate, efficient project delivery
 - Continuous improvement through use of the latest platforms

PROJECT TEAM'S TOTAL MAN HOURS



Our team members are immediately available to begin work.

**We pledge that the Polk County / City of Bartow Joint
Use Fire Rescue Station will receive our top priority.**

RFP 25-377

TAB 8

SURVEYS OF PAST PERFORMANCE



Hillsborough County Fire Station No. 25 - Tampa, FL

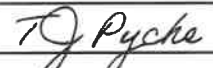
Survey Questionnaire – Polk County**RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station**To: TJ Pyche (Name of Person completing survey)Pasco County Government (Name of Client Company/Consultant)Phone Number: (352) 467-3950Email: tpyche@mypasco.netTotal Annual Budget of Entity \$2,249,943,417

Subject: Past Performance Survey of Similar work:

Project name: Pasco County Fire Station No. 20 - Sprilghill, FLName of Vendor being surveyed: FleischmanGarciaMaslowskiCost of Services: Original Cost: \$7,582,847Ending Cost: \$7,382,847Contract Start Date: June 2, 2020,Contract End Date: May 23, 2024

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)	8
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
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)	9
9	Ability to maintain proper documentation	(1-10)	9
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)	9

Printed Name of Evaluator TJ PycheSignature of Evaluator: Please fax or email the completed survey to: Email: leif@fgmfla.com | Fax: (813) 251-1994

Survey Questionnaire – Polk County**RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station**To: Mansour Yazdi (Name of Person completing survey)Hillsborough County Architectural Services (Name of Client Company/Consultant)Phone Number: (813) 399-2067Email: yazdim@hcfl.govTotal Annual Budget of Entity \$10,100,000,000

Subject: Past Performance Survey of Similar work:

Project name: Hillsborough County Fire Station No. 45 - Brandon, FLName of Vendor being surveyed: FleischmanGarciaMaslowskiCost of Services: Original Cost: \$4,500,000Ending Cost: \$4,225,894Contract Start Date: April 14, 2019Contract End Date: Feb 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)	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 Mansour Yazdi, R.A.Signature of Evaluator: *Mansour D. Yazdi*Please fax or email the completed survey to: Email: leif@fgmfla.com | Fax: (813) 251-1994

Survey Questionnaire – Polk County**RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station**To: TJ Pyche (Name of Person completing survey)Pasco County Government (Name of Client Company/Consultant)Phone Number: (352) 467-3950Email: tpyche@mypasco.netTotal Annual Budget of Entity \$2,249,943,417

Subject: Past Performance Survey of Similar work:

Project name: Pasco County Fire Station No. 9, Land-o-Lakes, FLName of Vendor being surveyed: FleischmanGarciaMaslowskiCost of Services: Original Cost: \$4,500,000Ending Cost: \$4,225,894Contract Start Date: March 3, 2019Contract End Date: Feb 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.

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Printed Name of Evaluator TJ PycheSignature of Evaluator: Please fax or email the completed survey to: Email: leif@fgmfla.com | **Fax:** (813) 251-1994

Survey Questionnaire – Polk County**RFP 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station**To: TJ Pyche (Name of Person completing survey)Pasco County Government (Name of Client Company/Consultant)Phone Number: (352) 467-3950Email: tpyche@mypasco.netTotal Annual Budget of Entity \$2,249,943,417

Subject: Past Performance Survey of Similar work:

Project name: Pasco County Fire Station No. 17 - New Port Richey, FLName of Vendor being surveyed: FleischmanGarciaMaslowskiCost of Services: Original Cost: \$5,679,287Ending Cost: \$7,221,801Contract Start Date: July 15, 2019Contract End Date: February 28, 2025

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.

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Subject: Past Performance Survey of Similar work:

Project name: Pasco County Fire Station No. 3 - Hudson, FLName of Vendor being surveyed: FleischmanGarciaMaslowskiCost of Services: Original Cost: \$8,709,200 Ending Cost: \$8,709,200Contract Start Date: June 30, 2019 Contract End Date: January 30, 2025

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
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Printed Name of Evaluator TJ PycheSignature of Evaluator: *TJ Pyche*Please fax or email the completed survey to: **Email:** leif@fgmfla.com | **Fax:** (813) 251-1994



Thank you.



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📠 813-251-1994

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☎ 813-251-4400

📠 813-251-1994

FGPLUSM.COM

FL LICENSE AR0005569



**PROPOSAL
FOR
ARCHITECTURAL/ENGINEERING SERVICES**

TO:

Rob Williams, Project Manager
Polk County Board of County Commissioners
330 W Church Street
Bartow, FL 33830

FOR:

RFQ 25-377 Architectural and Engineering Services for Joint Use Fire Rescue Station

September 18, 2025

FleischmanGarciaMaslowksi is pleased to present to Polk County for professional services to be performed for an approximately 20,000 square foot Joint Use Fire Station for the use of Polk County Fire Rescue and the Bartow Fire Department. We truly appreciate this opportunity to offer professional services to serve your interests for this project.

Polk County Board of County Commissioners, hereinafter referred to as the “**Client**,” shall be the contracting entity for the Project and provide the day-to-day directives to the Architect and shall develop the Project.

The **Joint Use Fire Station** located at 2421 Smith Lane, Bartow, Florida 33830, is hereinafter referred to as the “**Project**.”

FleischmanGarciaMaslowksi, hereinafter referred to as the “**Architect**,” shall contract directly with the Client to provide professional Interior design services for the Project.

I. PROJECT DESCRIPTION

It is the Architect's understanding that the project consist of the following Work as stated in the soliciting RFQ document and the attachments appended to this document:

The design services will include, but are not limited to, the following services necessary to design, permit and construct the new buildings at each of the selected Project sites:

- a) Conceptual plan, demonstrating the proposed station can accommodate future development on the selected Project site chosen by the County.*
- b) A conceptual cost estimate;*
- c) Architectural services;*
- d) Geotechnical;*
- e) Civil engineering;*
- f) Structural engineering;*
- g) Mechanical, electrical and plumbing (MEP) engineering;*
- h) Bid evaluation services;*
- i) Construction administration;*
- j) Close out documentation*

The selected firm shall be required to perform the following services:

The conceptual design documents required to develop an approximate 20,000 square foot joint-use fire rescue station which will meet the current and future needs of the Polk County and the City of Bartow's Fire Departments. The design documents shall include floor plans, building exterior elevations, landscape plans, cost estimate, and any other plans and documents required to submit for approval by the County.

All Construction documents and specifications required for plan review, project bidding, construction administration, and close out.

The construction budget for the Project is estimated to be \$10.5 million with total project budget of \$12 million.

II. SCOPE OF ARCHITECT'S BASIC SERVICES

The Scope of Architect's Basic Services and associated fees are based on the information provided to the Architect to date by the Client. The information provided by the Client was used by the Architect to determine the Scope of Architect's Basic Services for the Project and the estimated amount of time, manpower, resources and consulting services that will be necessary to design, document and deliver the instruments of service to the Client to fit the desired program, schedule, aesthetics and budget. The Architect has made assumptions based on the Architect's understanding of the current marketplace conditions for projects of this type and the Architect's understanding of material and labor costs in this region. Any services not specifically set forth herein, including engineering services, shall, if requested by the Client, be provided as an Additional Service.

The Architect's fee, as shown in the Fees and Compensation section, will be inclusive of costs for the services as listed above that are necessary to perform the work to produce documents that can be used to bid and price the Project, and to construct the Project. Architect proposes the following scope of professional services for the Project:

SITE DESIGN

- a. Offsite Survey
- b. Ecological Services - 100% Gopher Tortoise Survey
- c. Preliminary Site Plan/Pre-Application Meetings
- d. Civil Site Design & Construction Plans/Permitting
- e. Construction Administration/Close Out Services
- f. Landscape Architecture Services
- g. Geotechnical Engineering

BASIC SERVICES - ARCHITECTURAL & ENGINEERING

- a. Architecture
- b. Structural Engineering
- c. Mechanical, Electrical, Plumbing and Fire Protection Engineering

ADDITIONAL NON-DMS SERVICES

- a. Programming – Programming for Bartow Fire Department spaces as yet defined. It is assumed that Polk County Fire Rescue's needs are encompassed in their prototype design. Changes in quantity, size, and spatial relationship by the county shall be assessed as additional services. Two rounds of revisions and associated meetings is included.
- b. Interior Design – Limited to color boards and elevations of wet spaces for Bartow Fire Department. Polk County Fire Rescue to provide desired finishes typical from their previous projects. Reselection for any reason, including unavailability of materials and substitutions for convenience from the Contractor out of control of the Architect shall be billed as additional services.
- c. Renderings – three (3) 3D renderings from various positions shall be provided.
- d. Site Lighting Design
- e. Limited Low Voltage Documents - Documentation and Coordination with Client IT and AV Staff and vendors for devices locations and back boxes.

EXCLUSIONS:

The following are not a part of the Scope of Architect's Basic Services and are not included in the fee calculation for this Project:

- Selection and/or Purchasing of Furniture, Fixtures or Equipment
- Making revisions in drawings, specifications or other documents when:
 - Such revisions are inconsistent with written approvals or instructions previously given.
 - Documents prepared for alternate bids.
 - Documents prepared for multiple construction permits or phases.
 - Modifications required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
 - Modifications are due to other causes not solely within the control of Architect.
- Civil specifications (the necessary civil site work specifications will be contained on the site drawings as indicated above), construction surveying, as-built surveys, etc.
- Land Use/Zoning Services
- Flood Zone Studies/Impacts
- Excavation and/or location of underground improvements.
- Payment of utility locate fees, if any, provided by the utility companies.
- Archaeological study or cultural resource assessment.
- Off-site road improvements except where provided in exhibits attached.
- Traffic signal design and permitting.
- Design and permitting for future additions/developments.
- Engineering redesign after approval of the civil site construction drawings by the Client.
- Construction reviews except to the extent specified in the Scope-of-Services.
- Ownership and Encumbrance report.
- Fire suppression, design and permitting of the fire lines from the DDC to the buildings.
- Design services for electrical, street lighting, gas and telephone utilities.
- Appraisal or land acquisition services.
- Research or verification of accuracy of any information provided by others.
- State and federal permitting is not included.
- Mitigation fees and plans are not included.
- FWC and/or FWS permitting, or fees are not included.
- Bald Eagle permitting is not included.
- Gopher Tortoise permitting or relocation is not included.
- Local ordinance permitting is not included.
- Survey of boring locations (stakes may be left at boring locations for others to survey, if desired).
- Drainage design information including the results of the DRI testing.
- Delineation of any deleterious materials encountered.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.
- Building permit fee
- Fire Protection Tank Design
- Commissioning Services
- Cost Estimating

ASSUMPTIONS:

The Scope-of-Services and Compensation arrangement outlined are based on the following assumptions:

- Client will furnish Architect with all information as to its requirements including any special or extraordinary considerations for the Project, and to make existing pertinent data available.
- Information required to complete Architect's services will be readily available.
- Information provided by the Client and any third parties is accurate and can be relied upon by Architect and its Consultants.
- It is assumed that all meetings outlined in the Scope-of-Services, including review sessions, construction coordination meetings, etc., will be held at Client's facilities in Bartow and attendance by teleconference will be available for Architect's consultants.
- Site access will be provided by the Client.
- Biweekly meetings during Construction Administration, assumed at eighteen (18) months for thirty-six (36) meetings. One shall be virtual and the other shall be in-person. Additional site visits requested by Contractor and Owner shall be deducted from allotted visits until exhausted, then subsequent visits shall be additional services.
- Client will furnish site survey in PDF and CAD.

III. FEES AND COMPENSATION

Basic Service Fee, based on State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering Services, Complexity "D" is 6.79%. We suggest using 6.38% based on the scope of work:

$$\$9,500,000 \times 6.38\% = \$ 606,100$$

Fee schedule is outlined below in lump sum:

ARCHITECTURAL & ENGINEERING – BASIC SERVICES		
a. Schematic Design	\$	91,100.00
b. Design Development	\$	131,000.00
c. Construction Documents	\$	261,000.00
d. Bidding and Procurement Assistance	\$	12,000.00
e. Construction Administration	\$	111,000.00
SUB-TOTAL	\$	606,100.00
ARCHITECTURAL & ENGINEERING – ADDITIONAL SERVICES		
a. Programming	\$	15,000.00
b. Interior Design	\$	5,000.00
c. Renderings	\$	6,000.00
d. Site Lighting Design	\$	6,500.00
e. Limited Low Voltage Documents	\$	7,600.00
SUB-TOTAL	\$	40,100.00
ARCHITECTURAL & ENGINEERING - SUBTOTAL	\$	646,200.00
SITE DESIGN		
a. Offsite Survey	\$	6,900.00
b. 100% Gopher Tortoise Survey	\$	5,000.00
c. Preliminary Site Plan/Pre-Application Meetings	\$	15,351.00
d. Civil Site Design & Construction Plans/Permitting	\$	67,919.50
e. Construction Administration/Close Out Services	\$	11,392.75
f. Landscape Architecture Services	\$	9,408.00
g. Geotechnical Engineering	\$	12,759.60
SUB-TOTAL	\$	128,730.85
ARCHITECTURE & ENGINEERING + SITE DESIGN SUB-TOTAL		774,930.85
ADDITIONAL SERVICES ALLOWANCE		
a. Additional Services Allowance undefined	\$	25,000.00
TOTAL	\$	799,930.85

A. Reimbursable Expenses

See Exhibit D

B. Additional Services

The Client can elect to contract with the Architect or the consulting engineers for services not included in the Scope of Architect's Basic Services to be performed by the Architect as an Additional Service. The Additional Services shall be invoiced on an hourly basis. The Architect shall provide the Client with a written description of the Additional Services along with an estimate of fee to perform and complete the work. The Architect shall proceed with the Additional Services only upon receipt of written approval of the Scope of Services and associated fee from the Client which shall act as authorization to proceed. The hourly rate schedules for Additional Services are as follows:

<u>Principals</u>	
Chief Executive Officer	\$295.00/hr.
President Emeritus	\$250.00/hr.
President	\$225.00/hr.
Director of Operations	\$140.00/hr.
<u>Senior Managing Principals</u>	\$170.00/hr.
<u>Managing Principals</u>	\$140.00/hr.
<u>Architects</u>	\$140.00/hr.
<u>Project Manager</u>	\$130.00/hr.
	\$110.00/hr.
<u>Senior Project Designer</u>	\$100.00/hr.
<u>Project Designers</u>	\$100.00/hr.
<u>Jr. Project Designers</u>	\$ 60.00/hr.
<u>Registered Interior Designer</u>	\$110.00/hr.
<u>Project Interior Designers</u>	\$ 90.00/hr.
<u>Jr. Interior Designers</u>	\$ 60.00/hr.
<u>Administrative – Director of Marketing</u>	\$ 90.00/hr.
<u>Administrative – Information Technology</u>	\$ 90.00/hr.
<u>Administrative – General</u>	\$ 60.00/hr.

Consulting Engineering Additional Services Hourly Fees can be provided upon request by the Client.

EXHIBIT B
SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services for the design and construction of the Joint-Use Fire Rescue Station.

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 Construction Manager

- 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 Construction Manager.
 - 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 Construction Manager or the Owner.

7.4.2. Providing guidance to the Construction Manager 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 Construction Manager 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 Construction Manager 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 Construction Manager relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

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 Construction Manager 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.

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-377

PROJECT NAME: Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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: _____

Signature

Title

Date

STATE OF: _____

COUNTY OF: _____

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

_____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-377, Architectural and Engineering Services for a Joint-Use Fire Rescue Station

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:

CONTRACTOR:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

Exhibit C

Compensation

Fee schedule is outlined below in lump sum:

ARCHITECTURAL & ENGINEERING – BASIC SERVICES		
a. Schematic Design	\$	91,100.00
b. Design Development	\$	131,000.00
c. Construction Documents	\$	261,000.00
d. Bidding and Procurement Assistance	\$	12,000.00
e. Construction Administration	\$	111,000.00
SUB-TOTAL	\$	606,100.00
ARCHITECTURAL & ENGINEERING – ADDITIONAL SERVICES		
a. Programming	\$	15,000.00
b. Interior Design	\$	5,000.00
c. Renderings	\$	6,000.00
d. Site Lighting Design	\$	6,500.00
e. Limited Low Voltage Documents	\$	7,600.00
SUB-TOTAL	\$	40,100.00
ARCHITECTURAL & ENGINEERING - SUBTOTAL	\$	646,200.00
SITE DESIGN		
a. Offsite Survey	\$	6,900.00
b. 100% Gopher Tortoise Survey	\$	5,000.00
c. Preliminary Site Plan/Pre-Application Meetings	\$	15,351.00
d. Civil Site Design & Construction Plans/Permitting	\$	67,919.50
e. Construction Administration/Close Out Services	\$	11,392.75
f. Landscape Architecture Services	\$	9,408.00
g. Geotechnical Engineering	\$	12,759.60
SUB-TOTAL	\$	128,730.85
ARCHITECTURE & ENGINEERING + SITE DESIGN SUB-TOTAL		774,930.85
ADDITIONAL SERVICES ALLOWANCE		
a. Additional Services Allowance undefined	\$	25,000.00
TOTAL	\$	799,930.85



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) | |