

# **Architectural/Engineering Services Agreement**

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the “County”, and The Lunz Group, a Florida Limited Liability Company, located at 58 Lake Morton Drive, Lakeland, FL 33801 herein referred to as the “Consultant”, and whose Federal Identification Number is: 59-2853955.

**WHEREAS**, the County requires certain architectural and engineering services for the design of the new Roads & Drainage Division Mulberry Roadway Maintenance Facility and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the construction of the new Roads & Drainage Division Mulberry Roadway Maintenance Facility (the “Project”); and,

**WHEREAS**, the County has solicited for these professional services via RFP 24-699, 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 #24-699, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Roads & Drainage Division Mulberry Roadway Maintenance Facility Scope of Work (collectively, (i) (ii), and (iii) are “RFP 24-699”), 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 7% 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, and include:

Overnight Deliveries

Reproduction

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 \$100,000.00 without the permission of the County.

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

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

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

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



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

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

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

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

13.3.1 Premises and Operations:

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

13.3.2 Independent Contractors:

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

13.3.3 Policy must include Separation of Insureds Clause.

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

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

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

14.0 **Indemnification**

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

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to

the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

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

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

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

#### **15.0 Independent Contractor**

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

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

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

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

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

#### **16.0 Authority to Practice**

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

#### **17.0 Compliance with Laws**

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

## **18.0 Subcontracting**

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

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

## **19.0 Federal and State Taxes**

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

## **20.0 Public Entity Crimes**

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

## **21.0 County’s Responsibilities**

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

## **22.0 Termination of Agreement**

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

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

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

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

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

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

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

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

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

**23.0 Uncontrollable Forces (Force Majeure)**

23.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

**24.0 Governing Law and Venue**

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

**25.0 Non-Discrimination**

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

**26.0 Waiver**

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

#### **27.0 Severability**

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

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

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

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

#### **28.0 Entirety of Agreement**

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

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

#### **29.0 Modification**

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

#### **30.0 Successors and Assigns**

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

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

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

### **31.0 Contingent Fees**

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

### **32.0 Truth-In-Negotiation Certificate**

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

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

### **33.0 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: Bradley Lunz  
The Lunz Group, LLC  
58 Lake Morton Drive  
Lakeland, FL 33801

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

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

#### 36.0 **Service of Process**

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

As to Consultant: The Lunz Group, LLC  
58 Lake Morton Drive  
Lakeland, FL 33801  
Attn: Bradley Lunz

#### 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: Gregory Selvidge

Name: Stacy Witschen

Name: Craig Fennig

Name: Trent Chamberlain

#### **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](mailto: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:

Michael Wilson 10/16/25

County Attorney's Office      Date

ATTEST:

The Lunz Group, LLC  
a Florida Limited Liability Company

Sarah Giles  
Corporate Secretary

By: [Signature]

Sarah Giles  
Print Name

Bradley Lunz  
Print Name  
CEO + President  
Title

Date: 10/9/2025

Date: 10/9/2025



**AFFIDAVIT CERTIFICATION IMMIGRATION LAWS**

SOLICITATION NO.: RFP 24-699 PROJECT NAME: Architectural and Engineering Services for the Roads & Drainage Division Mulberry Roadway Maintenance Facility.

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

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

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

Company Name: The Lunz Group

Signature [Signature] Title President Date 6/9/25

STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 9<sup>th</sup> day of

June, 2025 by Bradley Lunz who has produced  
(Print or Type Name)

DL-388-173-15-000-0 as identification.

(Type of Identification and Number)  
[Signature]

Notary Public Signature  
Sarah Giles

Printed Name of Notary Public  
May 16, 2029

Notary Commission Number/Expiration



**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-699, Roads & Drainage Division Mulberry Roadway Maintenance Facility

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 9<sup>th</sup> day of June, 2025

ATTEST:

By:   
PRINTED NAME: Sarah Giles  
Its: Corp. Secretary

CONTRACTOR:

By:   
PRINTED NAME: Brandon L. R.  
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 Bradley Lutz, 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.

The Lutz Group  
NONGOVERNMENTAL ENTITY

  
SIGNATURE

Bradley Lutz  
PRINT NAME

President and CEO  
TITLE

6/9/2025  
DATE

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing Architectural and Engineering services for the new Roads & Drainage Division Mulberry Roadway Maintenance Facility here as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

**RFP Number and Title:** 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

**Description:** This Request for Proposal is to select an experienced Architectural firm to provide Architectural and Engineering services for the new Roads and Drainage Division Mulberry Roadway Maintenance Facility located at an undisturbed site adjacent to the County's current Roadway Maintenance Office located at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, January 8, 2025

**Bid Opening:** Wednesday, January 8, 2025 at 2:00 p.m. or as soon as possible thereafter.

**Special Instructions:** A **MANDATORY** pre-proposal meeting will be held Tuesday, December 17, 2024, 10:00 a.m. at the Roads & Drainage Meeting Room , located at 3000 Sheffield Road, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the site feasibility study 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 24-699, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Friday, December 20, 2024, 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:** 24-699

**RFP Title:** Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

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](mailto: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 #24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility” 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	24-699
RFP Title	Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility
Due Date/Time:	January 8, 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](mailto: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 24-699 Tab 1"

"RFP 24-699 Tab 2"

"RFP 24-699 Tab 3"

"RFP 24-699 Tab 4"

"RFP 24-699 Tab 5"

"RFP 24-699 Tab 6"

"RFP 24-699 Tab 7"

"RFP 24-699 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](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](mailto: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 24-699**

**Architectural & Engineering Services for Roads & Drainage Division Mulberry  
Roadway Maintenance Facility**

Sealed proposals will be received in the Procurement Division, Wednesday, **January 8, 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 <http://www.polk-county.net/boccsite/doing-business/bids/>. 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](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by December 20, 2024, 4:00 p.m.**

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

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

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



## **INTRODUCTION**

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for a new Mulberry Roadway Maintenance Facility for the Roads and Drainage Division.

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

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

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

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

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

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

## **BACKGROUND, PURPOSE AND SCOPE**

### **Background & Purpose:**

The primary intent of the project is to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings.

### **Scope of Services**

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

- a) Attend and participate in all design progress/review meetings.
- b) Participate in all modeling reviews and reporting.
- c) Provide all programming, schematic design (SD), design development (DD),
- d) and construction document (CD) level design documents.
- e) Provide constructability design reviews and reporting.
- f) Participate in all value engineering design reviews and reporting.
- g) Participate in master project scheduling and reporting services.
- h) Attend all pre-bid meetings.

- i) Provide bidding assistance review services.
- j) Attend all bid related meetings.
- k) Provide review of all bid tabulation results and a GMP.
- l) Participate and provide all site and buildings permitting signed and sealed
- m) document services.
- n) Provide all design and sub consulting services.
- o) Participate in all pre-construction and construction progress coordination
- p) meetings.
- q) Coordinate and participate in all closeout documentation requirements and
- r) meetings.
- s) Provide complete design documents and specifications.

#### FTP Site

Polk County Roads and Drainage, Roadway Maintenance Unit Relocation Site Feasibility and Programming Study can be found on the FTP Site for further site information.

#### **AGREEMENT**

The term of this agreement will begin upon the effective date of the agreement through acceptance and approval of the County of all deliverables to be outlined in the agreement.

The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

#### **EVALUATION CRITERIA**

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

#### **Tab 1 – Executive Summary**

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

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

## **Tab 2 –Approach to Project (35 Points)**

(Maximum of four (4) pages)

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

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for a building of similar size and scope. (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 to qualify for point allocation.
- Provide documentation of the Proposers’ headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant’s headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
  - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day-to-day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

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

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)

- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
  - Valid W/MBE Certification from one of the following:
    - Florida Minority Supplier Development Council
    - Women Business Enterprise National Council
    - The State of Florida Office of Supplier Diversity
    - Florida Department of Transportation
    - U. S. Small Business Administration
    - Federal Aviation Authority
    - Other Florida governmental agencies

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

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

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

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, stormwater management permitting, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the County's Facilities Management Division, Roads & Drainage Division, Procurement Division, Building Division, Land Development Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's

knowledge of permitting process, as well as local regulatory agencies, 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 <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

## **RFP PROTEST**

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

**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 (A&E Services for Hillsborough County Roads & Drainage Operations Facility), Etc.
COST OF SERVICES	Cost of services (\$250,000.00)
DATE COMPLETE	Date when the services were completed. (i.e. 12/31/2014)

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 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

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)

## Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

\_\_\_\_\_  
NONGOVERNMENTAL AGENCY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

## **ATTACHMENT A – Sample 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 \_\_\_\_\_, located at \_\_\_\_\_, herein referred to as the “Consultant”, and whose Federal Identification Number is: \_\_\_\_\_.

**WHEREAS**, the County requires certain architectural and engineering services for the design and master plan for the Polk County Agricultural Center Complex Design and Master Plan. The first work phase will include the development of a master plan, design of the project based upon the master plan, develop a cost estimate for construction, bid the project and construction administration and close out documentation, all to be performed in Polk County for the construction of the new Polk County Agricultural Center Complex (the “Project”); and,

**WHEREAS**, the County has solicited for these professional services via RFP 24-642, 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 #23-132, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Lawrence W. Crow Demolition and Sallyport Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are “RFP 23-132”), 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 "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

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

Overnight Deliveries

Reproduction

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 a 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_

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### 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:

Name:

Name:

Name:

### 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/contractor 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/Contractor will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for

a completion of the list, indicating completion dates for the County's review. The County and Consultant will issue a Certificate of Substantial Completion when the work on the Contractor's pre-substantial punch-list has been accomplished, to the best of the Contractor's ability.

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

#### **47.0 Additional Terms and Conditions**

##### **47.1 INSTRUMENTS OF SERVICE**

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

47.1.2 Upon execution of this Agreement, the Consultant grants to the County a nonexclusive license to reproduce the Consultant's Instrument of Service and thereafter use the same solely for purposes of constructing, using and maintaining, repairing and making additions and modifications to the Project, provided that the County shall comply with all obligations, including prompt payment of all sums when due, under the Agreement. The Consultant shall obtain similar nonexclusive licenses from the Consultant's sub-consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate the license. Upon such termination, the County shall refrain from making further reproductions of Instrument of Service. If and upon the date the Consultant is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the County to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

47.1.3 Except for the licenses granted in Section 47.1.2, no other license or right shall be deemed granted or implied under this Agreement. The County shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. However, the County shall be permitted to authorize the Contractor, Subcontractors, and sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service to and for use in their execution of the Work by license granted in Section 47.1.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Consultant and the

Consultant's sub-consultants. The County agrees to pay the Consultant a reasonable, mutually agreed upon amount for any reuse of the Instruments of Service beyond this Agreement. The County shall not be responsible to pay the Consultant for the use of the designs, Drawings or Specifications when used for reference purposes only.

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

## 47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, 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:

\_\_\_\_\_  
County Attorney's Office      Date

ATTEST:

\_\_\_\_\_  
Consultants Name

\_\_\_\_\_  
Corporate Secretary

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

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

December 31, 2024

## **POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**

### **ADDENDUM #1**

#### **24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility**

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: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

*Tabatha Shirah*

Tabatha Shirah

Procurement Analyst

Procurement Division

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

---

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Company: \_\_\_\_\_

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division  
Mulberry Roadway Maintenance Facility**

**Addendum #1**

---

**Question 1:** Can you confirm we have additional business days after the January 8<sup>th</sup> proposal deadline to receive the Survey Questionnaire back from previous clients?

**Answer 1:** Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

**Question 2:** What Tab should Submittal Documents and Signed Addendums be put under?

**Answer 2:** Please place these items in "Tab 1, Executive Summary," after item "e."

**Question 3:** When will the Pre-Submittal sign-in sheet be dispersed?

**Answer 3:** Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

**Question 4:** All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

**Answer 4:** Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

**Question 5:** Currently, the County has multiple A/E RFP's open that take this approach, and it appears that these forms are identical for each RFP beyond the County's RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we're using the same past project as a reference for both RFP's)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?



**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division  
Mulberry Roadway Maintenance Facility**

**Addendum #1**

---

- Answer 5:** 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.
- 2) Process is being reviewed.

**Question 6:** As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

*“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”*

**Answer 6:** Changes to the agreement will be during negotiations with the awarded architectural firm.

**Question 7:** Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

**Answer 7:** No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):  
*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.***

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division  
Mulberry Roadway Maintenance Facility**

**Addendum #1**

---

**Question 8:** Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

**Answer 8:** 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- 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.

**Question 9:** The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

**Answer 9:** 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant's response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

**Question 10:** Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

**Answer 10:** Please see answer to Question #2 above.

**Question 11:** Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

**Answer 11:** Please see answer to Question #2 above.

**RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division  
Mulberry Roadway Maintenance Facility**

**Addendum #1**

---

**Question 12:** Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

**Answer 12:** Please see answer to Question #2 above.

**Question 13:** Is CMHM Architects precluded from submitting on RFP 24-699?

**Answer 13:** No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

**Question 14:** Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

**Answer 14:** No.

**Question 15:** What is the anticipated budget for this project?

**Answer 15:** Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

**Question 16:** What is the anticipated completion date for this project?

**Answer 16:** Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

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

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.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.



PREPARED FOR  
**POLK COUNTY**

ARCHITECTURAL & ENGINEERING SERVICES FOR ROADS &  
DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE  
FACILITY

RFP 24-699



PREPARED BY

**THE  
LUNZ  
GROUP**  
Architecture | Interior Design



# COVER LETTER

January 13, 2025  
Polk County Procurement Division  
330 West Church Street, Room 150  
Bartow, Florida 33830

RE: RFP 24-642 Architectural & Engineering Services for the Polk County Agricultural Center Complex

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-699 Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility. In understanding how we can best serve Polk County, we have assembled a team that brings intimate knowledge and expertise.

**WHO WE ARE |** The Lunz Group is a full-service architectural firm. We have a vested interest in building a better community starting with the built environment. We are passionate about seeing our community flourish, and we hope to provide you with design solutions that best fit your needs. We continue to grow and innovate by creating a distinct, client-centered experience, focused on delivering the best of our institution's talents, solutions and processes. Our firm is comprised of more than 24 experienced personnel, including licensed architects, project managers, designers, and an administrative team. Polk County has been our home base for more than 37 years, and we look forward to continuing to serve our community.

**OUR PHILOSOPHY |** At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles. The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. Our success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

**OUR COMMITMENT TO THIS PROJECT |** Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Chastain Skillman | DCCM, Dirt, Blue Cord, Fullone Structural Group, and SGM Engineering.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



Bradley T. Lunz, AIA, NCARB  
President & CEO, The Lunz Group

## VISION

Cultivating our communities.

## MISSION

Building relationships through design.

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POLK COUNTY SHERIFF'S OFFICE  
Ridge District Station at Poinciana

# TAB 1

## EXECUTIVE SUMMARY



# EXECUTIVE SUMMARY

## WE ARE THE LUNZ GROUP.

**The Lunz Group** is a client-oriented, Florida based, award-winning architectural firm. At The Lunz Group, we approach every design as a collaborative experience where we listen to your vision and project goals. Our team of architects, designers and planners are in sync with the evolving demands of a modern civic work environment where municipalities want to develop state-of-the-art facilities while still meeting budgetary requirements.

Our municipal team has experience dealing with a multitude of public and civic projects, from fire and police stations, to administrative facilities, parks and recreation and more. Our designers are experienced with nearly every project type including interior/exterior renovations, code compliance, new construction, building assessments, studies, visualizations, and rehabilitation needs that enhance the quality of life for the community. The Lunz Group has partnered with Polk County on various projects throughout the last three decades, including projects such as fire stations, administrative department facilities, training centers, recreation projects, and more.

# 170<sup>+</sup>

PROJECTS  
COMPLETED IN  
POLK COUNTY

# 37

YEARS IN  
BUSINESS

# 90%

OF OUR SERVICES  
PROVIDED TO  
REPEAT CLIENTS



## OUR PROFESSIONAL SERVICES

- ARCHITECTURAL DESIGN
- SCHEMATIC DESIGN
- BID & CONTRACT DOCUMENTS
- MASTER PLANNING
- SPACE PLANNING
- ANIMATION
- SITE ANALYSIS
- INSPECTIONS & PERMITTING
- PROGRAMMING
- PROGRAM MANAGEMENT
- CONSTRUCTION ADMINISTRATION
- VALUE ENGINEERING
- HISTORIC PRESERVATION
- GRAPHICS
- BUILDING COMMISSIONING
- INTERIOR DESIGN
- VISUALIZATION

# EXECUTIVE SUMMARY

## FIRM OVERVIEW

# THE LUNZ GROUP.

### PRIMARY CONTACT

Bradley T. Lunz, AIA, NCARB  
President & CEO, The Lunz Group  
58 Lake Morton Drive  
Lakeland, FL 33801  
marketing@lunz.com  
863-682-1882  
www.lunz.com

### OFFICE LOCATIONS

Headquarters/Proposing Office - Lakeland, FL  
58 Lake Morton Drive, Lakeland, FL 33801

Branch Office - Celebration, FL  
615 Celebration Avenue, Kissimmee, FL 34747

### PERSONNEL RESOURCES

24 total employees, of which includes:

- Six (6) Licensed Architects
- Eleven (11) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

### FIRM INFORMATION

The Lunz Group LLC

Parent Company | S Corp.  
Little Blue Heron Holdings, Inc.

Incorporated in Florida, 1987 | 37 Years in Business

## State of Florida Department of State

I certify from the records of this office that THE LUNZ GROUP, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 12, 2022, effective November 5, 1987.

The document number of this limited liability company is L22000015399.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024 and that its status is active.



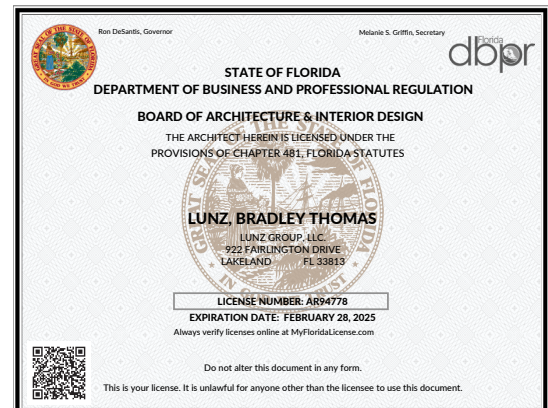
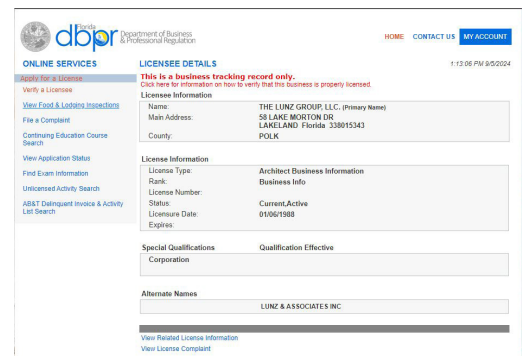
Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of October,  
2024

  
Secretary of State

Tracking Number: 8783141720CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

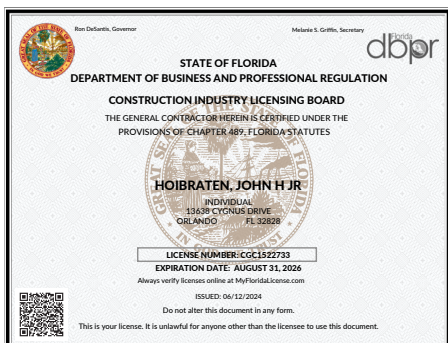
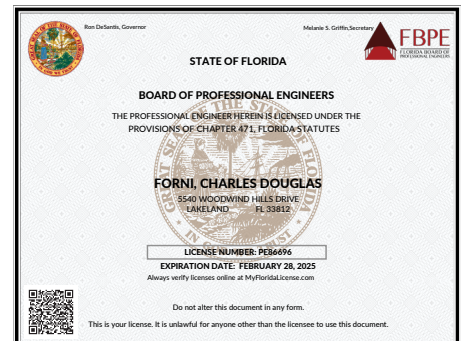
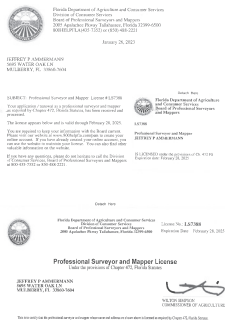
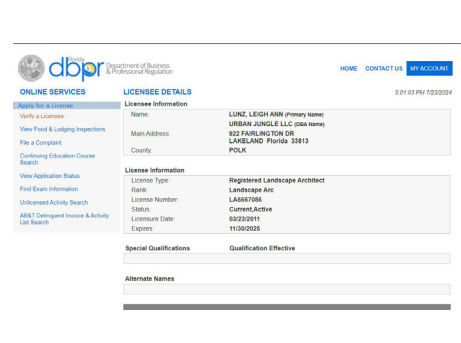
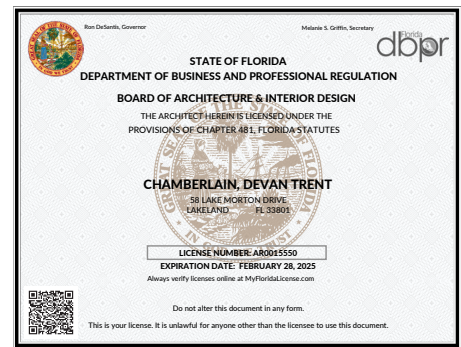
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>





# EXECUTIVE SUMMARY

## TEAM LICENSES + CERTIFICATIONS



EXECUTIVE SUMMARY

TEAM LICENSES + CERTIFICATIONS CONTINUED

LEED AP

BD+C

1066827-AP-BD+C

27 JUL 2012

25 AUG 2024

GREEN BUSINESS CERTIFICATION INC. CERTIFIES THAT

**Bobby Shahnam**

HAS ATTAINED THE DESIGNATION OF

LEED AP® Building Design + Construction

By demonstrating the knowledge and understanding of green building practices and principles needed to support the use of the LEED® green building program.

  
Bobby Shahnam  
LEED AP® Building Design + Construction

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

  
**SHAHNAMI, BOBAK**  
9329 SW 141ST  
MIAMI FL 33176

LICENSE NUMBER: PE78419

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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acg

Certifying Authority

acg certifies that

**Bobby Shahnam, CxA**

SGM Engineering, Inc.

has met all prerequisites demonstrating independent and objective technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACQ.

**Certified Commissioning Authority**

Registration number: 415-008      This certificate valid through 1/1/2024

and expires on 12/31/2024      is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

  
**MUNDELL, JUSTIN LOWE**  
9232 PALOS VERDE DRIVE  
ORLANDO FL 32825

LICENSE NUMBER: PE20700

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com

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Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®**

IS AWARDED TO

**Justin Mundell**

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 2298867

Registration Start Date: 01-01-2023

Registration End Date: 12-31-2025



  
Carol E. Oliver  
Carol E. Oliver, RCDD, LEED, CDS  
BICSI Board President

  
John A. Daniels, CMR, DAB, DABE, FIBMS  
BICSI Chief Executive Officer

U.S. Green Building Council

**SGM Engineering**

**MEMBER SINCE 2008**

THE U.S. GREEN BUILDING COUNCIL IS THE NATION'S FOREMOST COALITION OF LEADERS WORKING TO TRANSFORM THE WAY BUILDINGS AND COMMUNITIES ARE DESIGNED, BUILT AND OPERATED. BUILDING IS INHERENTLY AND POSITIVELY SUSTAINABLE. HEALTHY AND PROSPEROUS ENVIRONMENT THAT IMPROVES THE QUALITY OF LIFE.



dbpr

Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

10:57:21 AM 10/16/2024

ONLINE SERVICES

Apply for a License

Verify a License

View Field & Lending Inspectors

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unclaimed Activity Search

ABST Outquest Invoice & Activity List Search

LICENSEE DETAILS

Licenses Information

Name

Full Name: JOSEPH P. (Primary Name)

Main Address

2253 CENTRAL AVENUE #105 ST. PETERSBURG Florida 33713 PINELLAS

County

2253 CENTRAL AVENUE #105 ST. PETERSBURG FL 33713 PINELLAS

Licenses Location

County

Licenses Information

License Type

Professional Engineer

Rank

Prof Engineer

License Number

67563

Status

Current/Active

License Date

05/17/2008

Expires

05/08/2025

Special Qualifications

Civil

09/07/2007

Special Inspector

10/16/2013

Advanced Building Code

12/27/2018

7th Edition, Florida Building Code

01/07/2022

POLK COUNTY

RFQ 24-699 | A&E SERVICES FOR THE ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

9

## REQUIRED FORMS

### Affidavit Certification Immigration Laws

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

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

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

Company Name: The Lunz Group

Signature: \_\_\_\_\_

Title: Bradley T. Lunz, President and CEO

Date: December 24, 2024

State of: Florida

County of: Polk

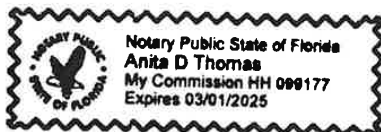
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24<sup>th</sup> day of December, 2024 by Bradley T. Lunz (name) as President/CEO (title of officer) of The Lunz Group (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

Notary Public Signature: Anita D. Thomas

Printed Name of Notary Public: Anita D. Thomas

Notary Commission Number and Expiration: 3/1/2025

(AFFIX NOTARY SEAL)





# REQUIRED FORMS

## 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 Bradley T. Lunz, President and CEO (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

The Lunz Group

NONGOVERNMENTAL AGENCY

SIGNATURE

Bradley T. Lunz

PRINT NAME

President and CEO

TITLE

December 23, 2024

DATE

# REQUIRED FORMS



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Heacock Insurance Group, LLC 100 East Main St Lakeland FL 33801		<b>CONTACT NAME:</b> Miranda Bramblett <b>PHONE (A/C, No, Ext):</b> 863-683-2228 <b>FAX (A/C, No):</b> 863-683-3309 <b>E-MAIL ADDRESS:</b> mbramblett@heacock.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Philadelphia Insurance Co.	18058
		<b>INSURER B:</b> XL SPECIALTY INS CO	37885
		<b>INSURER C:</b> Bridgefield Casualty Ins.	10335
		<b>INSURER D:</b> Travelers Property Casualty Company of America	25674
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
 The Lunz Group, LLC, Little Blue Heron Holdings, Inc,  
 The Apiary, LLC & WMB-ROI, LLC  
 58 Lake Morton Dr  
 Lakeland FL 33801

LUNZPRE-01

### COVERAGES

**CERTIFICATE NUMBER:** 151919366

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			660-6Y826558	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BA6Y83341A	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Umbrella	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	196-43009	4/20/2024	4/20/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B	Prof D&O/Crime Prof E&O			PHSD1813869-007 DPR5033456	8/1/2024 9/15/2024	8/1/2025 9/15/2025	Aggregate/Limit Aggregate/Claim 1,000,000/1,000,000 5,000,000/5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional E&O policy is written by:  
 Poole Professional B&B of MA  
 107 Audubon Rd, #2, Ste 305  
 Wakefield, MA 01880  
 Cameron W. Poole

### CERTIFICATE HOLDER

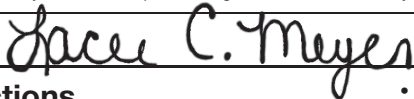
### CANCELLATION

"For Proposals Only"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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<div>Form <b>W-9</b></div> <div>Request for Taxpayer Identification Number and Certification</div>		Give Form to the requester. Do not send to the IRS.																																																
<b>► Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.</b>																																																		
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>LITTLE BLUE HERON HOLDINGS INC</b>																																																		
<b>2</b> Business name/disregarded entity name, if different from above <b>THE LUNZ GROUP LLC</b>																																																		
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> 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 <b>not</b> 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.  <input type="checkbox"/> Other (see instructions) ► _____		<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>																																																
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>58 LAKE MORTON DRIVE</b>		<b>Requester's name and address (optional)</b>																																																
<b>6</b> City, state, and ZIP code <b>LAKELAND, FL 33801-5344</b>																																																		
<b>7</b> List account number(s) here (optional)																																																		
<b>Part I Taxpayer Identification Number (TIN)</b>																																																		
<b>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 <i>How to get a TIN</i>, later.</b>																																																		
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		<b>Social security number</b> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="4" style="text-align: center;">-</td><td colspan="4" style="text-align: center;">-</td><td colspan="4"></td></tr></table> <b>or</b> <b>Employer identification number</b> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td><td style="width: 25px; height: 25px;"></td></tr><tr><td colspan="4" style="text-align: center;">-</td><td colspan="8"></td></tr></table>													-				-																				-											
-				-																																														
-																																																		
<b>Part II Certification</b>																																																		
<b>Under penalties of perjury, I certify that:</b>																																																		
<b>1.</b> 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																																																		
<b>2.</b> 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																																																		
<b>3.</b> I am a U.S. citizen or other U.S. person (defined below); and																																																		
<b>4.</b> The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																																		
<b>Certification instructions.</b> 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.																																																		
<b>Sign Here</b>	<b>Signature of U.S. person ►</b>	<b>Date ►</b>																																																
		<b>December 23, 2024</b>																																																
<b>General Instructions</b>																																																		
Section references are to the Internal Revenue Code unless otherwise noted.																																																		
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																																		
<b>Purpose of Form</b>																																																		
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.																																																		
<ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>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.</li></ul>																																																		
<i>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.</i>																																																		



# EXECUTIVE SUMMARY

December 31, 2024

## POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

### ADDENDUM #1

#### 24-699, Architectural and Engineering Services Roads & Drainage Division Mulberry Roadway Maintenance Facility

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: Receiving date extension, Questions and answers.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, January 15, 2025, prior to 2:00 p.m.

*Tabatha Shirah*

Tabatha Shirah

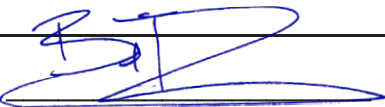
Procurement Analyst

Procurement Division

---

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

Signature:



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

# EXECUTIVE SUMMARY

## RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

### Addendum #1

---

**Question 1:** Can you confirm we have additional business days after the January 8<sup>th</sup> proposal deadline to receive the Survey Questionnaire back from previous clients?

**Answer 1:** Proposers do not receive additional business days to submit their proposals. If a Survey Questionnaire is missing or missing information Procurement will contact proposer and allow up to 3 business days for appropriate information to be submitted.

**Question 2:** What Tab should Submittal Documents and Signed Addendums be put under?

**Answer 2:** Please place these items in “Tab 1, Executive Summary,” after item “e.”

**Question 3:** When will the Pre-Submittal sign-in sheet be dispersed?

**Answer 3:** Yes, attendance can be found on the RFP Webpage:

<https://www.polk-county.net/bid-form/rfp-24-642/>

**Question 4:** All on the Pre-Submittal meeting sign-in sheet will receive Addenda?

**Answer 4:** Yes, all proposers that provided an email address on the pre-proposal meeting sign-in sheet were added to the registration list for addenda notifications.

Additionally, all addendums are posted on the RFP webpage: <https://www.polk-county.net/bid-form/rfp-24-642/>.

**Question 5:** Currently, the County has multiple A/E RFP’s open that take this approach, and it appears that these forms are identical for each RFP beyond the County’s RFP title. Our clients have found the repetitive process of us asking them to complete the same survey for Polk County for the same project frustrating.

- 1) Can the County please allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP’s? For example, if we have a survey for a project that we submitted last month with RFP 24-643 (or any previous Polk County RFP), can we submit the same form for RFP 24-642 (assuming we’re using the same past project as a reference for both RFP’s)?
- 2) In the future, can Polk County please standardize this form so that they can be completed one time by our clients for completed projects?

# EXECUTIVE SUMMARY

## RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

### Addendum #1

---

- Answer 5:** 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.
- 2) Process is being reviewed.

**Question 6:** As written in the Sample Services Agreement, in Section 14.2.1, the indemnification provision is not in compliance with F.S. 725.08 for design professionals in a professional services contract with a public agency. Would the County replace Section 14.2.1 and insert the following (shown below), which is F.S. 725.08 compliant for a professional services contract?

*“the Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the Agreement.”*

**Answer 6:** Changes to the agreement will be during negotiations with the awarded architectural firm.

**Question 7:** Tab 4 allocates one point for each sub-consultant firm that is a Polk County Entity. If one Polk County Entity firm provides several different roles for this project, can that firm earn more than one point?

**Answer 7:** No, one point will be allocated for each sub-consultant meeting Polk County Entity requirements. Please see Proposal Package, Tab 4 (page 9):  
*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.***

# EXECUTIVE SUMMARY

## RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility

### Addendum #1

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**Question 8:** Tab 4 requires documentation of sub-consultant headquarters and local offices.

1) Can this documentation simply be their address? 2) If not, what is the County requiring as documentation?

**Answer 8:** 1) No, just listing an address is not considered documentation.

2) Please see highlighted section below, from Proposal Package, Tab 4 (page 9) :

- 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.

**Question 9:** The last sub-bullet of Tab 3 requires a brief resume for each key personnel, but the fourth bullet also asks for resumes. 1) Will the resumes for the fourth bullet fulfill the requirements of the last sub-bullet? 2) If not, what is the expected difference between the resumes of the fourth bullet and the resumes of the last sub-bullet?

**Answer 9:** 1) No.

2) Tab 3 – Bullet 4 is asking for resumes of key staff presented in the consultant’s response who will be utilized to work on this contract. Tab 3 – Bullet 6 is asking for resumes of any subconsultant staff that will be assigned to perform any subconsultant work, if any is identified.

**Question 10:** Page 23 is a form for Proposers Incorporation Information. Where in our submittal should this form be placed?

**Answer 10:** Please see answer to Question #2 above.

**Question 11:** Page 27 is a form for Affidavit Certification Immigration Laws. Where in our submittal should this form be placed?

**Answer 11:** Please see answer to Question #2 above.

# EXECUTIVE SUMMARY

## **RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility**

### **Addendum #1**

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**Question 12:** Page 28 is a form for Affidavit Regarding the Use of Coercion for Labor or Services. Where in our submittal should this form be placed?

**Answer 12:** Please see answer to Question #2 above.

**Question 13:** Is CMHM Architects precluded from submitting on RFP 24-699?

**Answer 13:** No, the Feasibility Study CMHM Architects performed was provided to all Proposers on the FTP Site. CMHM Architects does not have any additional information, all available information has been provided to all proposers.

**Question 14:** Would a Service-Disabled Veteran-Owned Small Business count towards the points in Tab 5?

**Answer 14:** No.

**Question 15:** What is the anticipated budget for this project?

**Answer 15:** Total Estimated Budget: \$7,882,663.00, breakdown can be found on page 126 of the Feasibility Study located on the FTP Site.

**Question 16:** What is the anticipated completion date for this project?

**Answer 16:** Anticipated project timeline and schedule breakdown can be found on page 127 of the Feasibility Study located on the FTP Site.





# TAB 2

APPROACH TO PROJECT

# APPROACH TO PROJECT

**PROJECT UNDERSTANDING |** It is our understanding that Polk County is seeking professional architectural and engineering services to design and construct a new roadway maintenance facility replacing the existing aging building structures with an office, fleet, and equipment storage buildings. The new facility will be located at 3000 Sheffield Road in Winter Haven and will take approximately +/- 30 months for design and construction, based on the feasibility study previously conducted.

**OUR APPROACH |** The Lunz Group and its consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project.

Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



**SPECIFIC ABILITIES |** Our firm strives to deliver projects on time and on budget to meet the needs of our clients. We understand that timelines for many of our clients are critical and have experience working within time constraints. Senior Project Manager, Gregory Selvidge, will provide team oversight to ensure deadlines are being met through regular check-ins and accountability. We also work with our clients and consultants to set realistic, attainable timelines at the start of each project, to ensure schedule expectations are clear with all parties involved.

The Lunz Group generates a fully detailed fee proposal that identifies the project scope, fee structure, duration, and deliverables

per phase. The fee proposal also identifies all project related consultants, their roles, and responsibilities. We identify what we've heard, list of included and excluded scope items, and more, as a means for the client to fully understand what we believe is captured in the project.

The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. The project schedule identifies all critical milestone packages, internal QA/QC checkpoints, and Owner review periods to ensure schedule compliance. Throughout the life cycle of the project, we will utilize our internal QA/QC process to limit errors and omissions. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. All project related design and Owner-Architect-Contractor meetings are led by The Lunz Group team. We'll author and distribute any necessary meeting minutes and action items to the entire team. Additionally, our team also utilizes a project-based ERP software that builds a Work Breakdown Structure to identify internal staffing resources required to deliver the project efficiently, on time and on budget.



# APPROACH TO PROJECT

**TECHNOLOGIES** | Our firm has been around for almost 37 years, and within those three decades, we have constantly adapted to changes in technology and best practices. As part of The Lunz Group's process, we set time aside to sit with our clients and review our formal proposal face-to-face, to ensure all parties are on the same page, and that all goals and project vision align with client needs.

Most recently, our firm has been updating our BIM standards to better serve our clients and work with our team of engineers more efficiently. We leverage all aspects of 3D modeling, instead of relying solely on 2D AutoCAD Drafting. Part of updating our BIM Standards includes a BIM Execution Plan we share with our subconsultants prior to onboarding them to the project. This ensures that all parties on the design team are utilizing the same technologies and design standards; this benefits our clients in regard to scheduling and seamless review. With our BIM Standards, we have incorporated clash detection among Architectural, MEP, and Structural drawings in our process. In addition, by utilizing 3D tools and Autodesk Construction Cloud (ACC), our team provides clients with the opportunity to be involved at their own pace. This bridges the gap between Owner and Architect for visual check-ins.

Our in-house visualization team provides larger than life renderings to bring the project from concept to reality. Our visualization team is able to quickly turn around design-focused renderings to ensure we are meeting the aesthetic goals and objectives for the project. Our collective of interdisciplinary artists hold decades of professional experience spanning animation, concepting, visualization and more. Animating previsualized worlds is what we do best, and by doing so, help sell concepts, convey intent, and help create buy-in from key stakeholders and community members.

Additionally, our team utilizes a Matterport Pro3 3D Camera, which allows our team to evaluate existing conditions of buildings. This device produces 3D scans that can be imported directly into Revit and modeled alongside, creating efficiencies for our team and clients. This resource has aided our clients with scheduling and budgeting. Utilizing this technology prior to programming helps our team understand what may be required and discussed prior to any finalized designs or floor plans.

**COST CONTROL** | This year we have implemented a new process to assist in cost control measures. In a new partnership with Autodesk, The Lunz Group is the first Architecture firm to implement ProEst. This is part of a preconstruction module that has been typically used by contractors for estimating. During SD, a statement of probable cost will be developed utilizing a large database that considers current market conditions, bidding climate and inflationary cost indexes to account for many of the variables in pricing projects. If a CMAR is under contract, we develop these statement of probable costs independently and then compare and contrast, so early cost expectations can be set. We are creating a transparent system with open accountability on cost control.

During Design Development and concurrently with the Initial GMP, The Lunz Group can prepare a cost estimate. The level of detail can vary by project and owner's needs. At minimum a cost estimate that is broken out by division will be created independently. Again, the cost estimate and the GMP and compared. Differences are discussed, resolved, and a cost expectation is set. This then sets the course for the documentation phase, moving towards permitting and final GMP.

**This level of transparency and sharing of knowledge provides the owner the highest yield and certainty in costs.**

The Lunz Group is offering this method of cost and timeline control for all our projects. We have established a reputation of delivering successful projects on-time and on-budget. Our conformance rate is very high due to this approach. In fact, 90 percent of our work is with repeat clients.



# APPROACH TO PROJECT

**AUTODESK PRECONSTRUCTION |** The Lunz Group is proud to be a partner with Autodesk on the Autodesk Preconstruction Bundle. Autodesk will be collaborating with our firm to better tailor their features to address our specific project needs and workflows. As the first architectural firm in Florida to adopt these new software tools, we are at the forefront of innovative and effective approaches to project management and planning. By prioritizing this technology, it enables our team to deliver highly accurate cost takeoffs directly from BIM models. With real-time updates, any adjustments made to the BIM Model are immediately reflected in the project budget and schedule. This level of precision allows our clients to stay within budget, by minimizing cost and optimizing resource allocation. With this software and partnership, our clients gain unparalleled transparency, ensuring construction cost estimates and schedule updates are available at every phase of the project. By utilizing this technology in our projects, this ensures informed decision-making and streamlined project delivery.

## QUALITY ASSURANCE & QUALITY CONTROL

The Lunz Group relies on our Quality Assurance & Quality Control (QA/QC) plan to assure work plan compliance. Our project quality assurance plan ensures that regular project review meetings occur to update information and verify schedule and budget targets.

**Our quality control structure consists of: Principal in Charge, Project Manager & QA/QC Principal**

PRINCIPAL  
IN CHARGE



Provides Complete Project Oversight, Ensuring All Quality Standards, Timelines, Budget Guidelines and Plans are Achieved.

PROJECT MANAGER



Controls and Designs the Project; Takes Responsibility for Overall Coordination.

QA/QC PRINCIPAL



Acts as a Third-Party to the Project; Reviews Drawings and Submittal Through Detailed Review.

The Lunz Group has found that by instilling our three-tier QA/QC process in every project, our team is able to produce accurate and detailed drawings for permit, meaning less back-and-forth with department for approvals and a quicker turn around for construction kick-off. It also allows for us to remain on schedule, even during accelerated schedule projects.

All plans are reviewed at each milestone (30%, 60%, 90% and 100%) by QA/QC principals who are not involved in the project. At the 30% submittal, we confirm our consultant's understanding of scope and budget. As the project progresses, we seek insight from the Polk County team as they determine the adequacy of the work, design, costs and adherence to project criteria.

Regular meetings are held with our consultants to discuss the status of the project. Timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. During all phases of the project, our team tracks budget adherence and assures quality, to ensure Polk County is receiving exceptional services.

A photograph of a modern building facade with large windows and a blue overlay. The building has a white exterior and a prominent blue horizontal band. A large, dark, curved architectural element is visible on the left side. The text 'TAB 3' is prominently displayed in white, bold, sans-serif font, followed by 'EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES' in a smaller, white, sans-serif font. A thin white vertical line is positioned to the left of the text.

# TAB 3

EXPERIENCE, EXPERTISE,  
PERSONNEL AND TECHNICAL  
RESOURCES



EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

## POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



**SIZE:** 16,907 SF | **START DATE:** 2018 | **COMPLETION DATE:** 2022

**ORIGINAL BUDGET:** \$3.5M | **FINAL COST:** \$3.5M

**PROJECT REPRESENTATIVE:** Steve McMillan, Polk County Architectural Services Manager  
863.534.5511 | [stevemcmillan@polk-county.net](mailto:stevemcmillan@polk-county.net)

### PROJECT DESCRIPTION

Our team designed a new administration office building and parking lot, connecting to an existing office-warehouse building in a campus style juxtaposition. Services provided included architectural design, mechanical engineering, electrical engineering, plumbing engineering, structural engineering, civil engineering, and landscape architecture. Despite the COVID-19 outbreak during the construction phase, our team managed to complete the project on-schedule and on-budget. We were also required to provide a new wastewater life station, which was not included in the original budget. With value engineering and cooperation with the end-users, we were able to meet the County's budget.

**KEY PERSONNEL:** Bradley T. Lunz, Principal In Charge; Gregory Selvidge, Senior Project Manager; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

**BUDGET + SCHEDULE VARIATIONS:** On schedule, Eight (8) Change Orders totaling \$357,328.83 (Client Savings)

**FIRM RESPONSIBILITY:** Architect of Record

**PROJECT-RELEVANT CONSULTANTS FOR THIS RFP:** Fullone Structural Group, Dirt



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



**SIZE:** 48,000 SF | **START DATE:** 2016 | **COMPLETION DATE:** 2018

**ORIGINAL BUDGET:** \$5M | **FINAL COST:** \$5M

**PROJECT REPRESENTATIVE:** Steve McMillan, Polk County Architectural Services Manager  
863.534.5511 | stevemcmillan@polk-county.net

### PROJECT DESCRIPTION

The Lunz Group collaborated with Jones Edmunds on this project, serving as the Architect of Record. The initial process included preliminary programming analysis of the site & proposed building typologies to identify space requirements, including square footage and adjacencies. The Lunz Group was awarded the project in 2016 to lead the design process for a new, 48,000 SF operations building with design emphasis placed on the original findings. A 5,000 SF control building was included in this overall design.

The administration building contains office space, warehousing, and maintenance accommodations, eliminating unneeded areas from the building footprint to make day-to-day operations more efficient. The County consolidated six of their utility departments into a single, centralized, cutting edge regional WTP; the Central Regional Utility Service Area (CRUSA). The building was developed in tandem with the new control building for ozone generators on the same site. This building was designed as a viable EOC which included wind rated windows, doors and structural system. The spaces designed include full breakroom, full restroom and shower amenities, readiness rooms and safe spaces. This is the largest water production plant project completed in Polk County.

**KEY PERSONNEL:** Bradley T. Lunz, Principal in Charge; Trent Chamberlain, Senior Project Architect/QA

**BUDGET + SCHEDULE VARIATIONS:** N/A, on schedule and on budget.

**FIRM RESPONSIBILITY:** Architect of Record

**PROJECT-RELEVANT CONSULTANTS FOR THIS RFP:** N/A

POLK COUNTY  
RFQ 24-699 | A&E SERVICES FOR THE ROADS & DRAINAGE DIVISION MULBERRY ROADWAY MAINTENANCE FACILITY

## UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



**SIZE:** 15,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** IN-PROGRESS, EST. FEBRUARY 2025

**ORIGINAL BUDGET:** \$7.9M | **FINAL COST:** TBD

**PROJECT REPRESENTATIVE:** Hye (Jay) Kwag, CIP, Engineer Manager, City of Plant City | 813.365.4929  
hkwag@plantcitygov.com

### PROJECT DESCRIPTION

The City of Plant City is working in collaboration with The Lunz Group for the design and build of a New Facility for their Utilities and Solid Waste Departments. The one story office building will house the Plant City Utilities Management and Solid Waste Management to include their main offices and conference rooms. The new facility will be approximately 15,000 square feet to include an addition of approximately seven (7) new parking spaces. The new parking spaces complement the existing parking lot on the north side of the future facility, which currently has adequate capacity. Services for the new facility include architectural; civil engineering; structural engineering; mechanical, electrical, and plumbing; and fire protection engineering services.

**KEY PERSONNEL:** Bradley T. Lunz, Principal In Charge; Emily Breheny, Project Architect; Trent Chamberlain, Senior Project Architect/QA

**BUDGET + SCHEDULE VARIATIONS:** N/A, on schedule and on budget.

**FIRM RESPONSIBILITY:** Architect of Record

**PROJECT-RELEVANT CONSULTANTS FOR THIS RFP:** N/A



EXPERIENCE, EXPERTISE, **PERSONNEL & TECHNICAL RESOURCES**

## PINELLAS PARK PUBLIC WORKS

PINELLAS PARK, FL



**SIZE:** 63,800 SF | **START DATE:** 2017 | **COMPLETION DATE:** 2018

**ORIGINAL BUDGET:** \$4.9M | **FINAL COST:** \$4.9M

**PROJECT REPRESENTATIVE:** Steve Majko, Facilities Director | 5141 78th Avenue North Pinellas Park, FL 33781 | 727.369.5662 | smajko@pinellas-park.com

### PROJECT DESCRIPTION

The City of Pinellas Park had a unique problem. They needed to expand their space and had acquired a 63,800 SF warehouse to do so. They sought a design/build team who had experience in municipal, renovation and workplace design that could provide design and construction recommendations to modify the building to house the City's Public Works Division. The project began with defining both the cost and design parameters of the new facility.

The Lunz Team worked diligently over three (3) weeks to investigate the site with architects, engineers and subcontracts to clearly define the requirements and scope of the project. Our work included renovations to the existing warehouse, converting the space into a two-story administrative office. In addition, 22,000 SF were renovated into a vehicle maintenance facility, which included a shop space and fitness center. Site work included new sidewalks, parking and landscaping, plus the design of new stairwells. In 2018, the project completed and the Public Works facility moved in. This project was delivered via the Design-Build method.

**KEY PERSONNEL:** Bradley T. Lunz, Principal

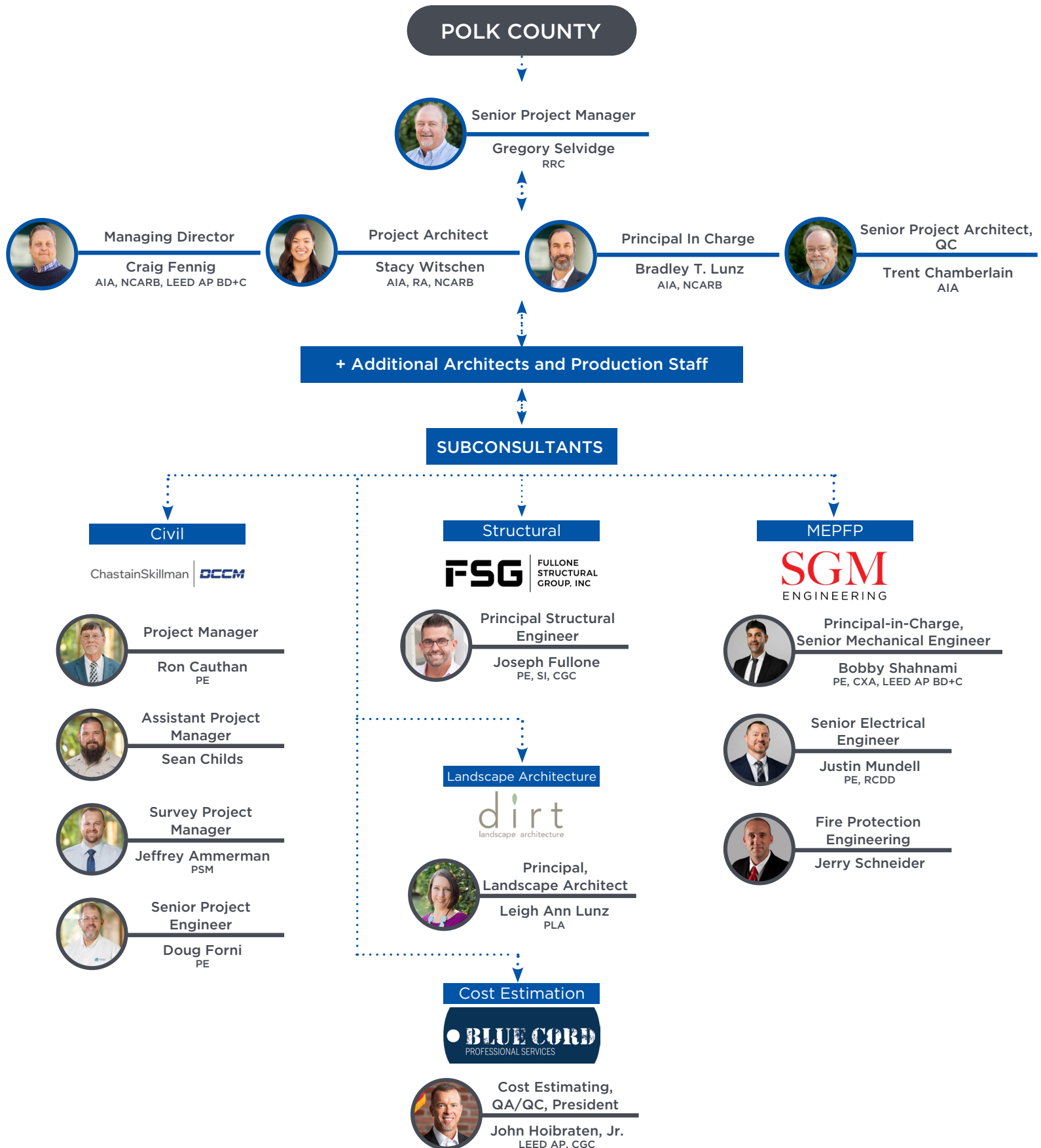
**BUDGET + SCHEDULE VARIATIONS:** N/A, on schedule and on budget.

**FIRM RESPONSIBILITY:** Architect of Record

**PROJECT-RELEVANT CONSULTANTS FOR THIS RFP:** Fullone Structural Group

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## ORGANIZATIONAL CHART



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## BRADLEY T. LUNZ AIA, NCARB

### *Principal In Charge*

Brad serves as the President and CEO of The Lunz Group. He is an internationally published thought leader, renowned entrepreneur, and registered architect with more than 25 years of architectural experience, and 30 years of construction experience. He has worked on a variety of building typologies including fire stations, aviation facilities, county and state government buildings, public safety facilities, and correctional facilities. Brad strives to provide clients solutions through sustainable designs that last beyond a lifetime. He also strives to engage local manufacturers and suppliers by locally sourcing materials. Brad brings a breadth of experience in resolving a client's spatial and budgetary requirements while delivering a quality design exceeding expectations.

### EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

### CREDENTIALS

Florida Registered Architect, AR94778

### YEARS OF EXPERIENCE

25

### YEARS WITH THE LUNZ GROUP

16

### OFFICE LOCATION

Lakeland, FL

### AVAILABILITY FOR PROJECT

10%

### RELATED EXPERIENCE

- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Sheriff's Office Northeast District Command Center; Davenport, FL
- Polk County Fire Station Prototype Design; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Polk County Events Storage & Operations Center; Polk County, FL

### ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)\*; Lakeland, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL
- Treatt USA Headquarters; Lakeland, FL
- R & L Carriers Facility; Lakeland, FL
- Lake Ariana Park; Auburndale, FL
- Southwest Regional Wastewater Treatment Facility Operations; Mulberry, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Osceola County Sheriff's Health Center; Kissimmee, FL

*\*Green Globes Project*





# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## **CRAIG FENNIG** AIA, NCARB, LEED AP BD+C *Managing Director*

Craig is the Managing Director at The Lunz Group. He manages the day-to-day operations and acts as a liaison between leadership and production staff. He brings a broad range and depth of experience throughout his architectural and consulting career. He has been a part of a variety of domestic and award-winning international architectural and consulting firms, serving in a multitude of capacities. Craig excels in project management, corporate management, and operations. He has managed projects domestically and internationally at all levels of complex design, construction, and delivery.

### **EDUCATION**

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

### **CREDENTIALS**

Registered Architect in the states of Michigan, New York, Connecticut, New Jersey, Ohio, Indiana, Illinois, Arizona, Utah, Kentucky, and Pennsylvania

### **MEMBERSHIPS**

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

### **YEARS OF EXPERIENCE**

30

### **YEARS WITH THE LUNZ GROUP**

1

### **OFFICE LOCATION**

Lakeland, FL

### **AVAILABILITY FOR PROJECT**

5%

### **EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP**

- Mall of Saud, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Saudi (ULO) - Ski, Riyadh, Saudi Arabia - (CRTKL)
- Mall of Emirates ULO -Ski, Dubai, UAE - (CRTKL)
- Lalaport Mall, Taipei Taiwan - (CRTKL)
- MXD Nanjing Jiangbei New District, Namjing Jiangsu, China - (CRTKL)
- SCE Shanghai Zhongjun Huacao Town, Shanghai, China - (CRTKL)
- Centralcon Shenzhen Xixiang, Shenzhen, China - (CRTKL)
- Fulton Market, Chicago - (CRTKL)
- Rose and Loon Makers Market, Roseville, MN - (CRTKL)
- Stony Point Fashion Park, Richmond, VA - (CRTKL)
- La Plaza, McAllen, TX - (CRTKL)
- Cityplace, Dallas, TX - (CRTKL)
- Corinth Square Shops, Prairie Village, KS - (CRTKL)
- Rosedale Center, Roseville, MN - (CRTKL)
- Roosevelt Field Mall Expansion & Renovation, Long Island, NY - (CRTKL)
- Dadeland Mall Expansion & Renovation, Miami, FL - (CRTKL)
- Frisco Station Hub Mixed Use Development, Frisco, TX - (CRTKL)
- Northfield Shops Mixed Use Development, Northfield, CO - (CRTKL)
- Victory Park Retail, Dallas, TX - (CRTKL)
- YH Global Headquarters, Shanghai, China - (CRTKL)
- DFW China Town Mixed Use Development, Richardson, TX - (CRTKL)
- Village on the Parkway Office Tower, Dallas, TX - (CRTKL)
- Cleburne Station Retail Development, Cleburne, TX - (CRTKL)
- Rice Village Retail Renovation, Houston, TX - (CRTKL)
- Cottonwood Mixed Use Development, Salt Lake City, UT - (CRTKL)
- Bonofico High Street Mixed-Use Development, Manila, Philippines - (A3)
- BCG East Block Mixed Use Development, Makati, Philippines - (A3)
- Sapporo Office Building, Sapporo, Japan - (A3)
- Arbor Hills Crossing Retail Development, Ann Arbor, MI - (A3)
- Delphi World Headquarters Renovation, Auburn Hills, MI - (A3)



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## GREG SELVIDGE RRC

### *Senior Project Manager*

Greg brings more than 25 years of experience specifically in fire station design and construction. Greg has a strong background in construction, architecture, and product design, especially as they relate to fire stations. Greg strives to provide clients with design solutions that are tailored to their needs and has extensive experience with construction administration and project management. He has worked on more than 30 fire stations throughout his career. Greg is currently working closely with the City of Apopka and Highlands County on fire station projects, as well as Polk County, with multiple fire stations in construction phases. Greg will be the main point of contact for the design team and will be responsible for project oversight and coordination.

### EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

### CREDENTIALS

Florida Registered Residential Contractor, RR282811816

### YEARS OF EXPERIENCE

27

### YEARS WITH THE LUNZ GROUP

24

### OFFICE LOCATION

Lakeland, FL

### AVAILABILITY FOR PROJECT

50%

### RELATED EXPERIENCE

- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Office Burnham-McCall Training Center; Bartow, FL
- Polk County Fire Training Center; Polk County, FL
- Polk County Fire Station Prototype; Polk County, FL
- Polk County Sheriff's Office Intake Facility Renovation; Polk County, FL
- Vaughn Road Master Plan; Polk County, FL
- Pinellas Park Public Works Facility; Pinellas Park, FL
- Durbin Park Community Center; Kissimmee, FL
- Lake Myrtle Park; Auburndale, FL
- Mulberry Fire Station; Mulberry, FL
- Four Corners Fire Rescue; Four Corners, FL

### ADDITIONAL EXPERIENCE

- Winter Haven Fire Station No. 2 Hardening; Winter Haven, FL
- South Lake Howard Nature Park Expansion; Winter Haven, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County EMS Prototype Design; Marion County, FL
- Sanford Fire Station No. 40; Sanford, FL
- Sleepy Hill Fire Station; Lakeland, FL
- Galloway Fire Station; Lakeland, FL
- Apopka Fire Station No. 5; Apopka, FL
- Apopka Fire Station No. 6; Apopka, FL
- Haines City Fire Station; Haines City, FL
- Southwest Sumter Fire Station; Sumter County, FL
- North Wildwood Fire Station; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Northeast Regional Park Baseball Complex; Davenport, FL

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## STACY WITSCHEN AIA, RA, NCARB *Project Architect*

Stacy is an Architect at The Lunz Group. She has served on multiple teams within our firm and has managed some of The Lunz Group's largest projects. Stacy will serve as the Project Manager for this project and will be Charlotte County's point of contact. Stacy has worked on several high-profile projects including Lakeland Regional Health's Kathleen Medical Office Building, the Lakeland HighLine Vision, Summit and several projects for Watson Clinic. She has experience working on various project typologies such as master planning, multifamily and mixed-use facilities, commercial buildings, and more. She is passionate about community design on a local and regional level, with a focus on social justice.

### EDUCATION

Bachelor of Design in Architecture,  
University of Florida

Master of Architecture, Washington  
University in St. Louis

Master of Urban Design, Washington  
University in St. Louis

### CREDENTIALS

Florida Registered Architect,  
AR9101290

### MEMBERSHIPS

Urban Land Institute (ULI) Member

ULI Women's Leadership Initiative  
(WLI) Member

Leadership Winter Haven Member

### YEARS OF EXPERIENCE

9

### YEARS WITH THE LUNZ GROUP

9

### OFFICE LOCATION

Lakeland, FL

### SELECT EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Fire Rescue Training Master Plan; Winter Haven, FL
- Polk County Fire Rescue Training Center; Winter Haven, FL
- Polk County Sheriff's Office Book-In Feasibility Study; Polk County, FL
- Lake Ariana Park; Auburndale, FL
- City of Winter Haven Master Planning; Winter Haven, FL
- Mulberry Government Conceptual Design; Mulberry, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Sumter Creek Fire Logistics Operations Center; Sumter County, FL
- City of Winter Haven Master Plan; Winter Haven, FL
- Ledger Site Master Plan; Lakeland, FL
- North Downtown Lakeland Master Plan; Lakeland, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Peace River Center Gilmore Building Expansion; Lakeland, FL

### ADDITIONAL EXPERIENCE

- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Regional Health Kathleen Rd and I-4 Medical Office Building; Lakeland, FL
- Marion Creek Fire Rescue Station; Polk County, FL
- Watson Clinic South Urgent Care; Lakeland, FL
- CPS Investment Advisors Building Expansion; Lakeland, FL
- Alachua County Fire Station No. 80; Gainesville, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Oak Street Apartments; Lakeland, FL
- Farm Credit Apopka Office; Apopka, FL
- Florida Southern College Early Learning Lab; Lakeland, FL
- Watson Clinic Main Allergy Renovation 2nd Floor; Lakeland, FL
- Sayde Gibbs Martin Community Center; Plant City, FL
- CPS Investment Advisors Concept Site Study and Plan; Lakeland, FL
- Recker Highway Conceptual Planning; Auburndale, FL
- Central Florida Health Care Medical Office Building; Dundee, FL



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## TRENT CHAMBERLAIN AIA

*Senior Project Architect, QC*

Trent is a Senior Project Architect, QC (Quality Control) at The Lunz Group. He acts as a third-party to the project to check drawings through a detailed review. Trent specializes in municipal, transportation, and correctional facility design. He has experience working with local city, county, and state and federal agencies including municipalities, the Florida Department of Corrections and the United States Postal Service. He has experience working on a variety of project typologies, including academic buildings, fire stations, correctional facilities, public and civic facilities, and more. Trent has a strong technical background from experience gained working as a Project Manager at several engineering firms and from more than 30 years with The Lunz Group.

### EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

### CREDENTIALS

Florida Registered Architect, AR0015550

### YEARS OF EXPERIENCE

36

### YEARS WITH THE LUNZ GROUP

32

### OFFICE LOCATION

Lakeland, FL

### AVAILABILITY FOR PROJECT

5%

### RELATED EXPERIENCE

- Polk County Sheriff's Office Boot Camp; Bartow, FL
- Polk County Utilities Operations; Winter Haven, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Sheriff's Burnham-McCall Training Center; Bartow, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Hillsborough County Sheriff's Office Regional Canine Training Facility; Tampa, FL
- Osceola County Sheriff's Health Center Office; Kissimmee, FL
- Florida Department of Corrections Continuing Services; Statewide, FL
- Saddle Creek Warehouse; Auburndale, FL
- Saddle Creek Warehouse + Office Expansion; Auburndale, FL
- Sumter County Fire Logistics Operations Center; Sumter County, FL
- Watkins Road Fire Rescue; Haines City, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL

### ADDITIONAL EXPERIENCE

- NOAA Aircraft Operations Center Phase I; Lakeland, FL
- NOAA Aircraft Operations Center Phase II; Lakeland, FL
- United States Postal Service Design Standards; Nationwide
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)\*; Lakeland, FL
- Alachua County Fire Station No. 80; Alachua, FL
- Austin-Tindall Regional Park Expansion; Kissimmee, FL
- Northeast Regional Park Baseball Complex; Davenport, FL
- World Equestrian Center Show Arena Complex; Ocala, FL
- World Equestrian Center RV Park Building; Ocala, FL
- Summit Consulting Headquarters + Parking Garage; Lakeland, FL
- Alachua County Fire Station No. 21; Alachua, FL
- Sanford Fire Station No. 40; Sanford, FL
- City of Lakeland Fire Training Facility; Lakeland, FL
- Bonnet Springs Park Special Structures; Lakeland, FL

*\*Green Globes Project*





# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



**THE LUNZ GROUP** has intentionally selected this team of experts to provide Subject Matter Expertise and Engineering services for this Polk County project. Our firm has held long standing relationships with each consultant, with almost all consultants participating in Polk County projects alongside The Lunz Group. We present to you our highly-qualified team of experts:

**CHASTAIN SKILLMAN | DCCM** will provide Civil Engineering services for this project. They offer a comprehensive suite of services that include civil engineering, water/wastewater engineering, and land surveying. Chastain Skillman | DCCM has successfully completed thousands of projects across the southeastern United States, including municipal and county infrastructure, parks, roadways, educational facilities, commercial and residential developments, and utility improvements.

**DIRT** will provide Landscape Architecture services for this project. With more than 15 years of extensive experience, Dirt has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. Dirt combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment.

**FULLONE STRUCTURAL GROUP** will provide Structural Engineering services for this project. Since 2008, Fullone Structural Group has built a reputation in providing exemplary technical expertise to owners, developers, and architects for their projects, through all stages of the design process. They have extensive experience on Polk County projects and specialize in several areas of structural engineering including the design of new structures, restoration and renovation of existing structures, metal stud engineering, engineering analysis, building envelope evaluations, forensic evaluations, and threshold inspections.

**SGM ENGINEERING** will provide Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. SGM is a Minority Business Enterprise (MBE) and S Corporation headquartered in Orlando, FL, with offices in Tampa, Jacksonville, and Miami. With over 34 years of expertise, SGM specializes in designing, administering, and commissioning mechanical, electrical, plumbing, and fire protection systems. Serving public and private sectors, SGM excels in maintenance, renovations, and construction for municipalities, education, and commercial facilities. As a U.S. Green Building Council member, SGM integrates LEED® standards, prioritizing energy conservation and sustainability across all projects.

**BLUE CORD**, a Service Disabled Veteran Owner Small Business,, will provide Cost Estimation Services for this project. Blue Cord completes general contractor and subconsultant work throughout the southeastern United States. As a licensed general contractor, they complete construction projects for the VA in their clinics and facilities. They utilize this experience and construction knowledge to assist design teams create accurate budgets and cost estimates for clients to properly plan for future and current development needs.



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## W. RONALD CAUTHAN, PE

PRINCIPAL/VICE PRESIDENT OF CIVIL ENGINEERING



### FIRM

ChastainSkillman | DCCM (Lakeland)

### PROJECT ROLE

Project Manager

### AVAILABILITY

40%

### CITY OF RESIDENCE

Bartow, FL

### EXPERIENCE

48 years

### EDUCATION

BS, Engineering – The Citadel

FDOT Bridge Inspection Training

FDOT Advanced Maintenance of Traffic Certification (MOT)

### LICENSES/REGISTRATIONS

Professional Engineer (Florida #27563, North Carolina #013081, Georgia #015837)

### BACKGROUND

Mr. Cauthan is an experienced Civil Project Manager and Lead Civil Engineer specializing in roadway widening and highway construction projects in Central Florida. He has worked with various city and county clients, handling tasks from PD&E Studies to design and construction drawings. His expertise includes addressing unique permitting issues related to endangered species, noise, and drainage. Mr. Cauthan has designed and permitted projects across multiple Florida Water Management Districts and has extensive experience in stormwater system design and modeling. Additionally, he served as the County Consulting Engineer for Highlands County for 15 years, supporting the County Manager and Engineer with daily operational challenges.

### POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | BARTOW, FL

Principal-in-Charge 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. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

### CHILDREN'S ADVOCACY CENTER

HIGHLANDS COUNTY BOCC - SEBRING, FL

Project Manager. Provided civil site design and permitting for the office addition to the Children's Advocacy Center in Sebring. The addition almost doubled its original layout, bringing the total floor area to over 13,000 square feet. The civil design also included a major expansion of the parking lot and stormwater treatment area. Mr. Cauthan also provided the civil site design of the original structure, which was a remodel of an old convenience store. Prof. Services: \$72,000; Construction: \$575,000

### SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

Principal-in-Charge. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

### HARDEN/PIPKIN ROADWAY IMPROVEMENTS

POLK COUNTY BOCC | LAKELAND, FL

Project Manager/Engineer of Record. The limits of this project cover a total of 2.19 miles of road widening and a major intersection improvement in a highly developed area of southwest Lakeland. ChastainSkillman | DCCM was retained to provide engineering, survey, roadway design alternatives, stormwater management facilities, wetland mitigation, floodplain evaluation, permit requirements, and cost estimates for construction, etc. The stormwater management facilities consist of major and minor stormwater conveyance systems, one existing detention pond retrofit, and three additional detention/retention ponds. Prof. Services: \$1,050,000; Construction: \$4M

### NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

Project Manager. Provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Mr. Cauthan secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## DOUG FORNI, PE SR. PROJECT MANAGER



### FIRM

ChastainSkillman | DCCM (Lakeland)

### PROJECT ROLE

Sr. Project Engineer

### AVAILABILITY

45%

### CITY OF RESIDENCE

Lakeland, FL

### EXPERIENCE

33 years

### EDUCATION

BS, Civil Engineering – West Virginia University

BS, Landscape Architecture – West Virginia University

### LICENSES/REGISTRATIONS

Professional Engineer (Florida #86696, Maryland #32775, Pennsylvania #63091, West Virginia #16133,)

Registered Landscape Architecture (Kentucky #874, Maryland #3700, Texas #3709, Virginia #1862, West Virginia #250)

### BACKGROUND

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.

### POLK COUNTY SHERIFF TRAINING FACILITY

POLK COUNTY FIRE RESCUE | 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. ChastainSkillman | DCCM worked with The Lunz Group to develop the site layout and obtain the various permits and approvals required for the site development. Prof. Services: \$112,760

### SKYLAB INNOVATION CENTER

LAKELAND LINDER INTERNATIONAL AIRPORT | LAKELAND, FL

Senior Project Manager for the design of an 8,000 SF Skylab Building Expansion at the Aerospace Center for Excellence on the Sun 'N Fun Campus in Lakeland. The new Skylab building is a STEM learning center for students, which includes classroom space, an aerospace media center, a state-of-the art simulator training lab, event and exhibit space, and an aerospace resource center. Civil site design for the expansion included existing conditions/demolition plan, site grading and drainage, potable water service line modifications, sanitary sewer service modifications, and an erosion control plan, permitting and limited construction services. As Senior Project Manager, worked as a subconsultant to The Lunz Group (architect), owners, and other subconsultants to provide an addition to an existing facility. Services provided were utility extensions to the site, demolition of existing facilities, stormwater improvements, and circulation in and around the site. Prof. Services: \$25,565

### HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

Engineering Project Manager for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. Responsibilities included the coordination and oversight of Surveying services, Geotechnical Investigation, Civil Site Plans and Specifications, and Limited Construction Administration Services. Site planning was coordinated with the architect and services also included the submittal of the required permit applications. Prof. Services: \$67,337

### FLORIDA POLYTECHNIC UNIVERSITY APPLIED SCIENCE FACILITY

FLORIDA POLYTECHNIC UNIVERSITY | LAKELAND, FL

Project Manager for an 85,000 SF educational facility on the campus of Florida Polytechnic University located in Lakeland, Florida. Tasks included working with the architectural team to develop the site plan and to move the documents through the development process to produce construction level documents and obtain all site permits through the city and state agencies. Additional tasks included QA/QC responsibilities and a Construction Administration role during the construction process. Prof. Services: \$79,350



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## **JEFFREY P. AMMERMAN, PSM** REGIONAL SURVEY DIRECTOR



### **FIRM**

ChastainSkillman | DCCM (Lakeland)

### **PROJECT ROLE**

Survey Project Manager

### **AVAILABILITY**

45%

### **CITY OF RESIDENCE**

Lakeland, FL

### **EXPERIENCE**

18 years

### **EDUCATION**

BS, Geomatics – University of Florida  
Florida Phosphate Council Mine Safety Training  
Contractor Safety and Health Training  
CF Industries Site Specific Training

### **LICENSES/REGISTRATIONS**

Surveyor & Mapper (Florida #LS7388), 2022

### **BACKGROUND**

Mr. Ammermann has 18 years of experience in the surveying industry providing topographic and corridor surveys, construction layout, boundary surveys, and environmental surveys. His responsibilities include providing construction layout for some of the area's largest construction projects that have included phosphate mining gypsum stacks and development projects. Mr. Ammermann provides boundary surveys for projects ranging from small tracts to parcels over 100+ acres in size including research and boundary calculations to assist project managers in completion of the boundary surveys. He also performs environmental surveys to depict delineation of wetlands and habitats and delineate the extent of environmental contamination.

### **HARDEE COUNTY AGRI-CIVIC CENTER**

HARDEE COUNTY BOCC | WAUCHULA, FL

Survey Project Manager directly responsible for the oversight and management of surveying services inclusive of a topographic survey of an 8-acre parcel in Wauchula, Florida for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed include locating above ground improvements, spot elevations, invert elevations, trees 6-inch diameter or larger at approximately 4 feet above ground, pavement markings and signage. Prof. Services: \$67,337

### **NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER**

POLK COUNTY BOCC - DAVENPORT, FL

Assistant Survey Project Manager. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

### **FIELDS MERCEDES-BENZ OF LAKELAND**

FIELDS MERCEDES-BENZ OF LAKELAND | LAKELAND, FL

Survey Project Manager for the proposed building addition to the Fields Mercedes-Benz dealership located in Lakeland, Florida. The overall project includes four (4) service bay additions and office space totaling approximately 3,570 square feet with associated site work corresponding to the building bump outs. Survey services included the oversight and management of project specific survey services including office research, filed coordination, and quality control measures. Established monuments, boundary and/or right-of-way line location verification, spot elevations and one-foot (+/-) contours. Survey work also included providing invert information of accessible storm water and sanitary sewer structures, as well as office research, field coordination, and quality control measures as deemed necessary by CS to produce the survey. Prof. Services: \$51,830

### **HARDEE SENIOR HIGH SCHOOL**

HARDEE COUNTY SCHOOL BOARD | WAUCHULA, FL

Survey Project Manager for the topographic survey of the facility which included, but was not limited to, locating and depicting aboveground improvements, providing spot elevations and one-foot contours based on North American Vertical Datum of 1988 (NAVD88), providing invert information of accessible stormwater and sanitary sewer structures, and locating shrubs and landscaping areas. Survey Fee: \$8,200

### **MULBERRY FIRE STATION**

POLK COUNTY FIRE RESCUE | MULBERRY, FL

Survey QA/QC Review. Responsible for the oversight of survey services provided for this project, which included a boundary and topographic survey of a parcel on the 5-acre project site. Survey Fee: \$5,600



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## SEAN C. CHILDS

ASSISTANT PROJECT MANAGER/CAD TECHNICIAN



### FIRM

ChastainSkillman | DCCM (Lakeland)

### PROJECT ROLE

Assistant Project Manager

### AVAILABILITY

75%

### CITY OF RESIDENCE

Lakeland, FL

### EXPERIENCE

15 years

### EDUCATION

Florida Phosphate Council

Mine Safety Training

OSHA Training

Mine Safety and Health

Administration Training

CF Industries Site Specific

Training

Hazwoper Certified

TWIC Certified

Port of Tampa Access

### BACKGROUND

Mr. Childs has 15 years of surveying experience, specializing in topographic, construction layout, boundary, and environmental surveys. He leads field crews and ensures quality assurance for numerous projects, including engineering design support, phosphate mining, educational institutions, and development projects. His work spans small tracts to parcels over 10,000 acres, including ALTA/ASCM Land Title Surveys across Florida. Additionally, he conducts surveys for wetland delineation, groundwater elevation, and environmental contamination.

### HARDEE COUNTY AGRI-CIVIC CENTER

HARDEE COUNTY BOCC | WAUCHULA, FL

CAD Drafter. Responsible for assisting in the oversight and management of surveying services, including a topographic survey of an 8-acre parcel in Wauchula, Florida, for the proposed construction of a 5,300 SF addition to the existing Hardee County Agri-Civic Center. The survey services performed included locating above-ground improvements, spot elevations, invert elevations, trees 6 inches in diameter or larger at approximately 4 feet above ground, pavement markings, and signage. Prof. Services: \$67,337

### NORTHEAST REGIONAL PARK (NERP) BASEBALL COMPLEX CENTER

POLK COUNTY BOCC - DAVENPORT, FL

Field Crew Member and CAD Drafter. Provided land surveying services for the expansion of the Northeast Regional Park (NERP) which consisted of four collegiate baseball fields, lighting, fencing, synthetic turf, and a multipurpose concession building containing restrooms and storage space. The park's expansion officially opened to the public in March 2022. Prof. Services: \$528,928; Construction: \$5.6M

### SUMMIT OFFICE BUILDING

SUMMIT CONSULTING | LAKELAND, FL

CAD Drafter. ChastainSkillman | DCCM provided surveying and civil engineering services for Summit Consulting's new 135,000-square-foot office building and parking garage. The project included office space for 500 employees and 450 parking spaces, with 150 public spaces available during evenings and weekends. Services included site design, construction plans, permitting, and construction observation. The project was completed in April 2022. Prof. Services: \$83,515

### MASTERPIECE FIRE STATION

POLK COUNTY FIRE RESCUE | LAKE WALES, FL

CAD Drafter. Responsible for assisting in the oversight of survey services provided for the new Polk County fire station at the intersection of Masterpiece Road and Big Tank Road in Lake Wales, FL. Survey services include topographic and boundary survey. Survey Fee: \$7,735

### NUCOR STEEL FLORIDA

NUCOR CORPORATION | FROSTPROOF, FL

CAD Drafter. ChastainSkillman | DCCM provided civil site design and permitting services for the construction of a \$240M steel plant in Frostproof, Florida. Civil engineering services included site grading and plans specific to parking areas, the entrance roadway, the administration office and guard house sidewalks and entrance ways. Construction specifications were provided for the earthwork, paving, grading, sanitary sewer and water distributions systems. Additionally, ChastainSkillman | DCCM secured permitting through Polk County, SWFWMD and FDEP. Construction was completed in 2020. Prof. Services: \$131,000

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## BOBBY SHAHNAMI, PE, CXA, LEED AP BD+C

Principal-in-Charge; Senior Mechanical Engineer

Mr. Shahnam, President of SGM Engineering has extensive experience in program, business development, project, construction management and capable of managing several projects simultaneously in the fields of Mechanical, Plumbing, and Fire Protection Engineering. Having worked on over 3000 projects with SGM he has a clear understanding of the design and construction sectors. Mr. Shahnam has a diverse blend of public and private sector senior management and executive leadership experience providing creative strategic solutions to his clients and projects throughout his career.

His experience includes over \$5B in construction value. Additionally, Mr. Shahnam boasts over 26 years of experience in engineering and MEP quality control, and more than 17 years as a commissioning agent in the municipal sector. His experience also includes providing energy savings of 50% above ASHRAE 90.1 standards, has extensive hydronic and airside troubleshooting experience, and able to seamlessly link BACnet, LonTalk, Modbus and other common open protocol devices into a single system.

### RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Mechanical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Mechanical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Sr. Mechanical Engineer | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Sr. Mechanical Engineer | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Mechanical Engineer | \$300,000
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Mechanical Engineer | \$350,000
- » LYNX Paratransit | LYNX | Sr. Mechanical Engineer | \$3.8M
- » Magic Way Master Plan | Orange County Public Schools | Sr. Mechanical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Mechanical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Mechanical Engineer | \$1.2M | 1,500 SF
- » Hillsborough County Public Safety Operations Complex | Hillsborough County | Sr. Mechanical Engineer | \$26M | 77,500 SF

# SGM

ENGINEERING



### TITLE

President

### REGISTRATION

FL Engineer #78419

ACG Certified  
Commissioning  
Authority

LEED Accredited  
Professional Building  
Design & Construction

### YEARS EXPERIENCE

26 Years Total  
Experience

26 Years with SGM

### EDUCATION

BS in Mechanical  
Engineering, University  
of Central Florida

### AVAILABILITY

45%

### CITY OF RESIDENCE

Winter Park

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## JUSTIN MUNDELL, PE, RCDD

Senior Electrical Engineer

Mr. Mundell, Principal of SGM, has 21 years of experience in his field as an Electrical Engineer. His responsibilities include client service, design and engineering, planning, construction services, project delivery, and quality assurance. He has been involved in all aspects of new, renovation, addition, and modernization construction type projects from conceptual design to project closeout for Public and Private Clients throughout Central and South Florida.

His vast experience as an electrical engineer includes: project management, permitting, job costing, major purchases/subcontracts, submittals, scheduling, manpower loading, field coordination, change order estimating, technical assistance to field personnel, and project closeouts for the public and private sector. He is skilled in the design of electrical systems and has extensive experience with electrical renovations, alterations, and additions.

### RELATED EXPERIENCE

- » City of Orlando CNG Maintenance Building | City of Orlando | Sr. Electrical Engineer | \$525,000 | 5,600 SF
- » St. Petersburg & Clearwater Airport Maintenance Facility | St. Petersburg Airport | Sr. Electrical Engineer | \$2.6M | 14,500 SF
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Project Manager | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Project Manager | \$16M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Sr. Electrical Engineer | \$300,000
- » LYNX Guard Booths LOC and Kissimmee | LYNX | Project Manager | \$100,000
- » LYNX Paratransit | LYNX | Sr. Electrical Engineer | \$3.8M
- » North West Transportation Compound Emergency Generator | Marion County Public Schools | Sr. Electrical Engineer | \$350,000
- » Magic Way Master Plan | Orange County Public Schools | Sr. Electrical Engineer | \$750,000 | 128 Acres
- » Magic Way Fuel Station & Service Complex | Orange County Public Schools | Sr. Electrical Engineer | \$998,000
- » Backup Data Center Design-Build | Central Florida Expressway Authority | Sr. Electrical/Communications Engineer | \$1.2M | 1,500 SF
- » UCF CEM Fire Alarm Replacement | University of Central Florida | Sr. Electrical/Fire Alarm Engineer | \$688,000

**SGM**  
ENGINEERING



### TITLE

Principal

### REGISTRATION

FL Engineer #70700

Registered  
Communications  
Distribution Designer

### YEARS EXPERIENCE

21 Years Total  
Experience

18 Years with SGM

### EDUCATION

BS in Electrical  
Engineering, University  
of Central Florida

### AVAILABILITY

45%

### CITY OF RESIDENCE

Orlando

# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

## JERRY SCHNEIDER

Fire Protection Engineering

Mr. Schneider has over 34 years of plumbing and fire protection design/ construction administration experience for local and federal governments, K-12, higher education, commercial, institutional, health/science labs, clinics, student housing, and residential type projects throughout Florida. He is familiar with Florida's state and local code requirements, ASPE Guidelines, NFPA, and International Code Standards. He is knowledgeable in national building and fire codes as well as water-based fire extinguishing systems, smoke control systems, detection systems, and alarm systems

### RELATED EXPERIENCE

- » LYNX Paratransit | LYNX | Plumbing/FP Engineering | \$3.8M
- » Sheriff's Department Fleet Management Center | Osceola County Government | Plumbing/FP Engineering | \$300,000
- » SDOC Bus Maintenance Facility, Transportation West | School District of Osceola County | Plumbing/FP Engineering | \$24M
- » Fleet Maintenance Facility | School District of Osceola County | Plumbing/FP Engineering | \$16M
- » Northwest Transportation Compound | Marion County Public Schools | Plumbing/FP Engineering | \$602,800
- » Design Build for New County Library Branch - St. Augustine | St. Johns County | Plumbing/FP Engineering | Est. \$7.5M | 20,000 SF
- » Public Safety Operations Center | Hillsborough County | Plumbing/FP Engineering | \$26M
- » Jacksonville Main Library Design & Retro-Commissioning | City of Jacksonville | Plumbing/FP Engineering | \$450,000 | 300,000 SF
- » Orange County Cultural Community Center | Orange County | Plumbing/FP Engineering | \$4.2M | 17,688 SF
- » Fort Lauderdale War Memorial Auditorium | City of Fort Lauderdale | Plumbing/FP Engineering | \$1.8M | 40,000 SF
- » Internal Operations Center II Chiller Replacement | Orange County Government | Plumbing/FP Engineering | \$400,000
- » Public Works Administration EOC Building HVAC Renovation | City of Fort Lauderdale | Plumbing/FP Engineering | \$3.5M
- » Orange County Courthouse Complex Upgrades | Orange County Government | Plumbing/FP Engineering | \$7M | 1,127,200 SF
- » Corrections Government Office Chiller Expansion | Orange County Government | Plumbing/FP Engineering | \$3.5M | 300,000 SF

**SGM**  
ENGINEERING



### TITLE

Office Director - Tampa Division

### YEARS EXPERIENCE

34.5 Years Total Experience

17.5 Years with SGM

### EDUCATION

Autodesk Training for Building Systems

### AVAILABILITY

45%

### CITY OF RESIDENCE

Tampa

**SGM**  
ENGINEERING

Orlando  
Miami  
Tampa  
Jacksonville



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



FULLONE  
STRUCTURAL  
GROUP, INC

2253 CENTRAL AVENUE, #105  
ST. PETERSBURG, FL. 33713  
PHONE: (727) 577-2222

## **Joseph P. Fullone, P.E., S.I., C.G.C. | President**

*Principal Structural Engineer*

Joseph Fullone, founder of Fullone Structural Group, Inc., established the firm in 2008. He has extensive experience in both construction and structural engineering. He utilizes his knowledge and years of experience from the construction industry to provide clients with both structurally sound and economical designs.

### **Registration:**

Professional Engineer – Florida – #67563  
Special (Threshold) Inspector – Florida – #7026832  
Certified General Contractor – Florida – CGC1513917  
Professional Engineer – Alabama – #31856-E  
Professional Engineer – Pennsylvania – #PE082040  
Professional Engineer – Georgia – #PE038854  
NCEES Records Holder – #37515

### **Education:**

University of South Florida - Bachelor of Science in Civil & Environmental Engineering

### **Experience:**

28 Years Experience in Construction & Structural Engineering – 16 years as President of Fullone Structural Group

### **Select Projects:**

	<b>Size</b>	<b>Location</b>
Mill Run Park – Fire Station	12,750sf	Kissimmee, FL
Eaton Park – Fire Rescue	11,760sf	Lakeland, FL
Moore Road – Fire Station	11,760sf	Lakeland, FL
Apopka – Fire Station #6	8,065sf	Apopka, FL
Masterpiece – Fire Station	11,760sf	Lake Wales, FL
Marion County – EMS Prototype	20,450sf	Ocala, FL
Watkins Road – Fire Rescue Station	11,760sf	Haines City, FL
Galloway – Fire Station	11,760sf	Lakeland, FL
Loughman – Fire Station	11,760sf	Davenport, FL
Nalcrest – Fire Station	11,760sf	Lake Wales, FL
Frostproof – Fire Station	11,760sf	Frostproof, FL
Winter Haven – Fire Station #3	11,620sf	Winter Haven, FL
Kathleen Road – Sleepy Hill Fire Station (Polk County Prototype)	11,760sf	Lakeland, FL
West Wildwood – Fire Station	8,142sf	Wildwood, FL
Mulberry Park – Fire Station	8,800sf	Mulberry, FL
Apopka – Fire Station #5	8,900sf	Apopka, FL
Marion Creek – Fire Station	8,500sf	Poinciana, FL
NOAA MRO Hangar – Lakeland Linder Airport – Cat. IV – Exp. D	110,000sf	Polk County, FL
Sumter County Sheriffs Impound Yard	6,000sf	Sumter County, FL
Sumter County 911 Call Dispatch Center – Reno	3,000sf	Sumter County, FL
Sumter County Sheriff's Heliport & Hangar	5,000sf	Sumter County, FL
Sumter County Fire Logistics	5,000sf	Sumter County, FL
City of St Pete Police Department – Training Facility	15,000sf	Pinellas County, FL
Tampa Police Department – Firing Range, Classrooms & Shoot House	70,000sf	Tampa, FL
Pinellas County Sheriff's – Firing Range, Classrooms & Shoot House	55,100sf	Pinellas, FL



# EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



## LEIGH ANN LUNZ PLA

*Principal, Landscape Architect*

Leigh Ann Lunz is a registered landscape architect with more than 15 years of extensive experience in landscape design, master site planning, and urban design. Over the course of her career, she has worked on many project types such as force protection, streetscapes, park design, academic campuses, and community design and master planning. She combines an extensive knowledge and passion of plant materials and for the history of landscape architecture to create designs that evolve from a site's cultural and physical environment. As principal of the firm, she actively participates in all aspects of the design process including conceptual design, program analysis, design development, client presentations, construction documentation, and construction observation.

### EDUCATION

Purdue University, Bachelor of Science in Landscape Architecture

Purdue University,  
Associate in Horticulture

### CREDENTIALS

Florida Registered Landscape Architect: LA6667086

### YEARS OF EXPERIENCE

23

### YEARS WITH DIRT

17

### OFFICE LOCATION

Lakeland, FL

### ANTICIPATED AVAILABILITY

60%

### RELATED EXPERIENCE

- Polk County Roads and Drainage Office Annex; Winter Haven, FL
- Polk County Sheriff Burnham-McCall Training Center; Bartow, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk Regional Water Cooperative Water Processing Facility; Polk County, FL
- Polk County Fire Training Center; Polk County, FL
- Winter Haven Fire Station No. 3; Winter Haven, FL
- Masterpiece Road Fire Station; Haines City, FL
- Watkins Road Fire Rescue Station; Haines City, FL
- Frostproof Fire Station; Frostproof, FL
- Moore Road Fire Rescue Station; Lakeland, FL
- Mulberry Fire Rescue Station; Mulberry, FL
- Haines City Fire Station; Haines City, FL
- Galloway Fire Station; Polk County, FL
- Titusville Transfer Station; Titusville, FL

### ADDITIONAL EXPERIENCE

- Apopka Fire Station No. 5; Apopka, FL
- Eckerd College Athletic Complex & Fields Master Plan; St. Petersburg, FL
- Lakeland Fire Station No. 7/ARFF (Two Globe Rating)\*; Lakeland, FL
- Kissimmee Fire Station No. 15 / ARFF Design; Kissimmee, FL
- University of Florida Nano-Scale Building; Gainesville, FL
- University of Florida Graham Center; Gainesville, FL
- Saint Leo NCAA Lacrosse/Soccer Stadium and Parking Garage\*\*\*; Saint Leo, FL
- Lakeland Regional Health I-4 & Kathleen Road Medical Office Building; Lakeland, FL
- Sun N' Fun Project Skylab; Lakeland, FL
- Plant City Tournament Management Facility; Plant City, FL
- East Bushnell Fire Station No. 11; Bushnell, FL
- City of Wildwood Fire Station; Wildwood, FL
- City of Sanford Fire Station No. 40; Sanford, FL
- Summit Consulting Headquarters & Parking Garage; Lakeland, FL

*\*Green Globes Project \*\*\*Designed to LEED Silver Criteria*



## JOHN HOIBRATEN, JR., LEED AP

PRESIDENT, BLUE CORD PROFESSIONAL SERVICES

### ROLE IN CONTRACT

Cost Estimating / QA/QC

### YEARS EXPERIENCE

7 Years with Blue Cord  
20 Years with Other Firms

### EDUCATION

Brevard Community College  
Florida Community  
College of Jacksonville 1995-  
1997

### CERTIFICATIONS

CGC (FL #1522733)  
LEED Accredited Professional  
SWPPP

John has more than 27 years' relevant knowledge of the construction industry, spanning from construction management of hard bid projects to design-build projects as a project manager. He has been with Blue Cord since 2018 as the Vice President of Construction and the President of our Professional Services Division. Mr. Hoibraten is certified as a LEED-Accredited Professional and is licensed as a General Contractor.

John's role in Professional Services include attending design meetings and providing cost and construction input, providing cost estimates, providing construction narratives, QA/QC of construction documents, providing construction schedule and schedule reviews, submittal reviews and on-site inspections.

### RELEVANT EXPERIENCE

- Orange County Public Schools, Continuing Contract (2017-2021): Provide qualified assistance in pricing and complete of projects within OCPS. Annual contract that was renewed for multiple years. Blue Cord canceled in April 2021 to pursue other opportunities through Capital Planning.
- Orange County Public Schools, 5-Site HVAC - Matern Engineering
- University of Central Florida
- Orange County Convention Center, Meeting Room Renovations, Orlando, FL: As consultant to ADC International, Blue Cord is providing project schedules and cost estimates, as well as construction narrative, plan reviews, and onsite construction reviews.
- Orange County Utilities Operations Center East, Orlando, FL: As consultant to Rhodes + Brito Architects, Blue Cord is performing cost estimating services, constructability reviews at each design phase, and quality control efforts for this \$20 million, 82,000 SF project.
- Camping World Stadium Renovation, Orange County, Orlando, FL: As a consultant to HNTB, Blue Cord provided QA/QC of construction documents and ongoing site inspection of the construction progress.





# TAB 4

IS THE FIRM A “POLK COUNTY  
ENTITY”?



# IS THE FIRM A “POLK COUNTY ENTITY”?

## LOCATION + CAPACITY

Our teams below are currently working on a multitude of projects within the state of Florida throughout various counties. The proposed personnel listed in the submittal shall be available and assigned to this project. We are able to begin working immediately on the project needs and the individuals in the submittal shall be available for tasks as assigned.

All elements of work will be provided in the state of Florida at each firms’ respective locations, listed below. Each firm will visit the site or attend meetings with the client as defined by the needs for this project.

### The Lunz Group - HQ

58 Lake Morton Drive  
Lakeland, Florida 33801  
Years in Operation: 37  
Employees: 27

### The Lunz Group Celebration

615 Celebration Ave  
Celebration, Florida 34747  
Years in Operation: 7  
Employees: 1

### Chastain Skillman | DCCM

205 E Orange Street, Suite 110  
Lakeland, FL 33801  
Years in Operation: 74 Years  
Employees: 50+

### Fullone Structural Group

2253 Central Ave #105  
St. Petersburg, FL 33713  
Years in Operation: 17  
Employees: 6

### DIRT

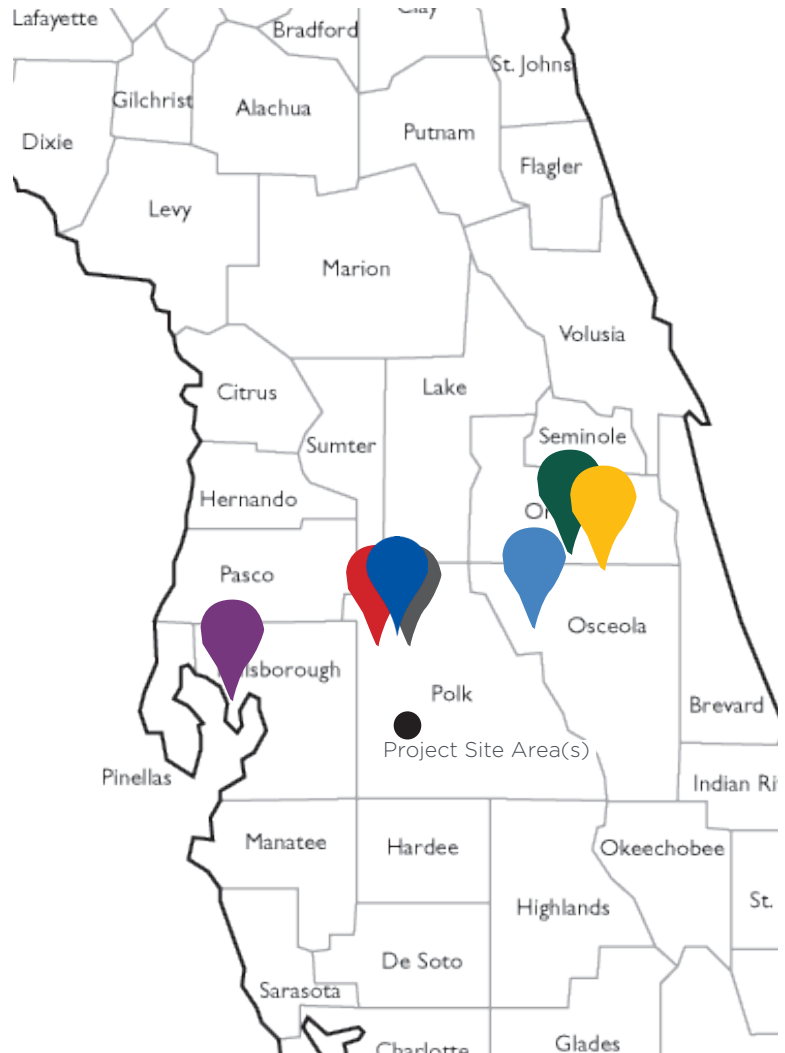
922 Fairlington Drive  
Lakeland, FL 33813  
Years in Operation: 17  
Employees: 1

### SGM Engineering

935 Lake Baldwin Ln  
Orlando, FL 32814  
Years in Operation: 33+  
Employees: 63

### Blue Cord

835 Bennett Road, Suite 100  
Orlando, FL 32803  
Years in Operation: 14  
Employees: 40



POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 59	CLASS: B+ EXPIRES: 09/30/2024
OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 33801344	840010 ARCHITECT PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE PROMINENTLY DISPLAYED AT THE BUSINESS LOCATION
PAID - 1695537 08/14/2023 OPY OLP 57.75	THE LUNZ GROUP

An architectural rendering of a modern building complex, overlaid with a semi-transparent blue filter. The building features a prominent, curved, grid-like structure on the left side, possibly a canopy or a decorative facade element. Several cars are parked in the foreground, and a few people are walking around. The overall scene is a high-angle view of a parking lot and building entrance area.

# TAB 5

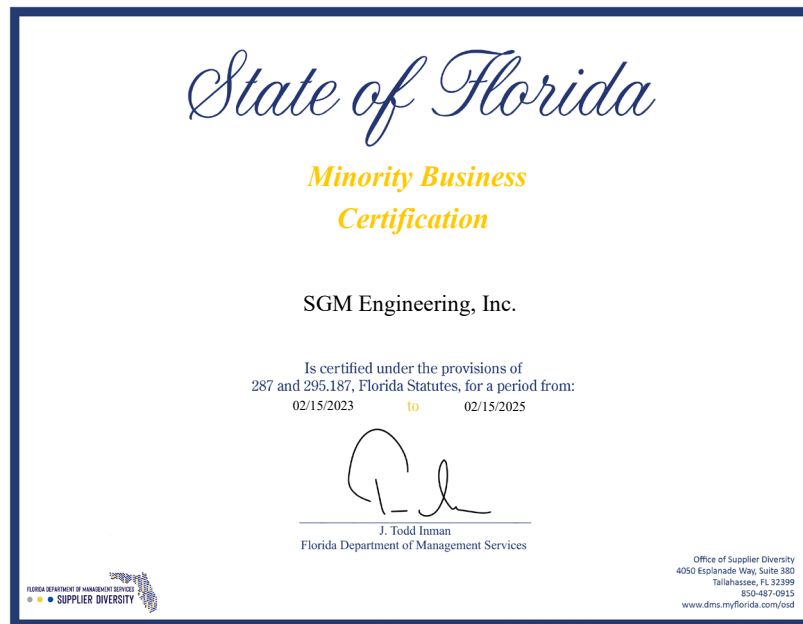
IS THE FIRM A “CERTIFIED  
WOMAN OR MINORITY  
BUSINESS ENTERPRISE”



# IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

The Lunz Group is not a Certified Woman or Minority Business Enterprise. However, The Lunz Group recognizes the importance of diversity and inclusion in today’s business landscape and are dedicated to supporting and empowering underrepresented groups in our field. By embracing diversity in all its forms, we aim to contribute to a more equitable and inclusive economy, where every individual has the opportunity to thrive. We actively seek opportunities to collaborate with minority and women-owned businesses when possible; in this case, we would collaborate with Polk County to actively seek a MWBE certified GC/CMAR and/or work with the GC/CMAR to utilize local MWBE certified suppliers/vendors.

Our MEPFP Engineering team, SGM Engineering, is a Certified Minority Business Enterprise. Our firms have collaborated closely on a multitude of projects over the years. See their certificate below.





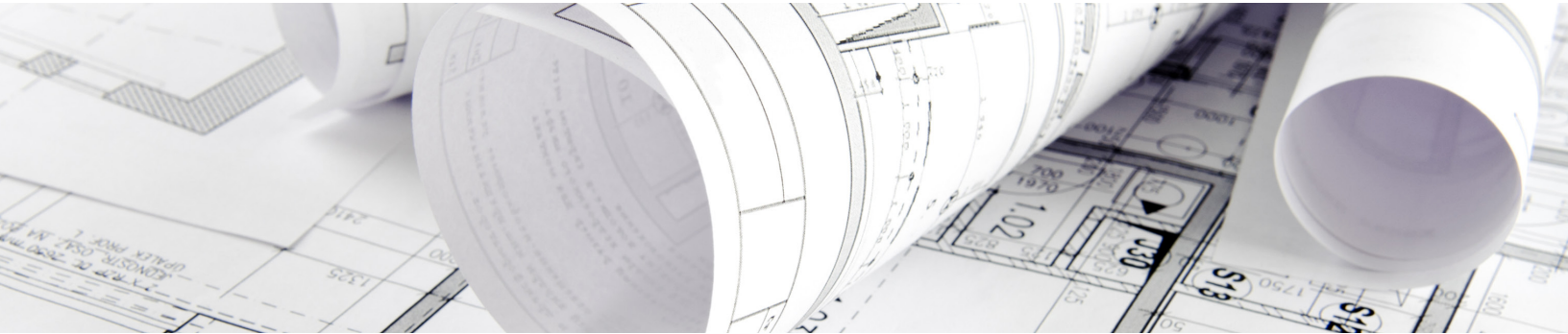
# TAB 6

INTERACTION WITH COUNTY  
AND REGULATORY AGENCY  
STAFF

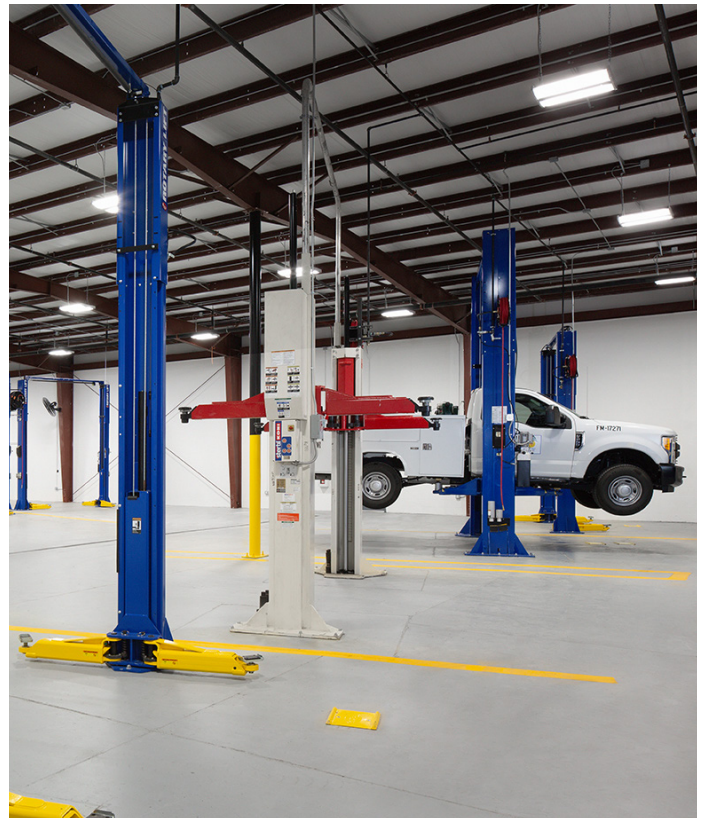


# INTERACTION WITH COUNTY AND REGULATORY STAFF

**INTERACTION WITH POLK COUNTY |** Our team's combined municipal experience in consultation, design, administration, permitting, governing regulations and construction phase services gives us the specific understanding of how to work with our regulatory agencies, facilities management, the sheriff's office, department divisions, elected officials and stakeholders, as well as the local community. Our attention to detail and ability to fast-track submission often means much less time in the permitting process – meaning a quicker project start-up for construction. Our decades of experience working with the County have provided us with the knowledge and understanding of working with Polk County facilities, elected officials and stakeholders and regulatory agencies in the County.



**EXPERIENCE WITH AGENCIES |** The Lunz Group's more than 30 year working relationship with Polk County has given us the knowledge and experience in working with our local regulatory agencies. Our team has the experience and working relationships within the County as it relates to the several aspects of a project, including permitting, construction, applications, consultation, governing regulations, SWFWMD and more. We consider ourselves to be an extension of the municipality's staff and are committed to the success of the projects we take on.





# TAB 7

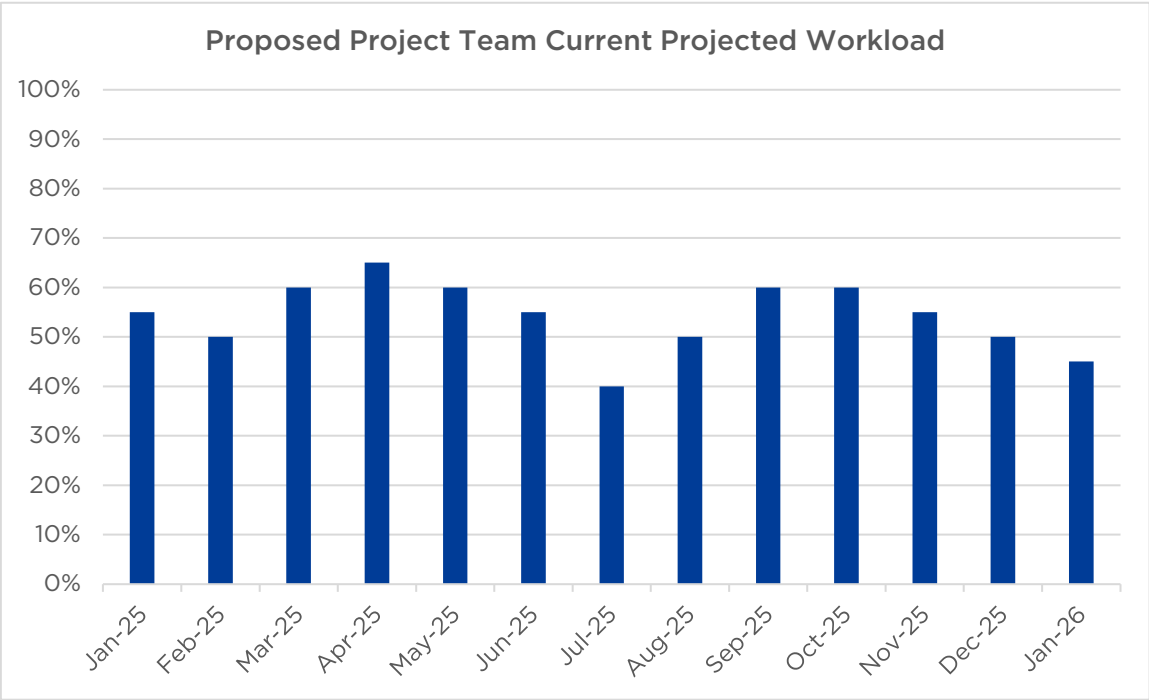
TIMELY COMPLETION OF  
PROJECTS



# TIMELY COMPLETION OF PROJECTS

## CURRENT & FUTURE WORKLOAD

Built with a staff of more than 24 degreed professionals, The Lunz Group team includes six (6) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



### KEY PERSONNEL ANTICIPATED AVAILABILITY

- Greg Selvidge, Senior Project Manager | Anticipated 50% Availability
- Stacy Witschen, Project Architect | Anticipated 70% Availability
- Trent Chamberlain, Senior Project Architect, QC | Anticipated 5% Availability
- Bradley T. Lunz, Principal In Charge | Anticipated 10% Availability
- Craig Fennig, Managing Director | Anticipated 5% Availability
- Production Staff Design Support | Anticipated 100% Availability

Our team meets regularly with our consultants to discuss the status of the project. The Project Manager conducts a weekly walk-through of tasks to be completed for the following week to ensure tasks are being managed and completed on schedule. Specifically, timeline schedule charts and budget analysis are discussed; near-term deliverables are defined. This process alerts the team to tasks that are pending or falling behind schedule so that steps can be planned to bring those tasks back to schedule compliance. Our Leadership team meets weekly for resource planning. During all phases of the project, our team tracks budget adherence and assures quality, to ensure the county is receiving an exceptional attention and all efforts are made to ensure expectations are met and there is a timely completion.





# TAB 8

SURVEYS OF PAST  
PERFORMANCE

# SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

### RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)  
Polk County (Name of Client Company/Contractor)  
Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$275,000 Ending Cost: \$275,000

Contract Start Date: 2018 Contract End Date: 2020

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

# SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

### RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Steve McMillan (Name of Person completing survey)  
Polk County (Name of Client Company/Contractor)  
 Phone Number: 863.534.5511 Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$423,000 Ending Cost: \$423,000

Contract Start Date: 2016 Contract End Date: 2018

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 Steve McMillan

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com

# SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

### RFP 24-643 Architectural and Engineering Services for Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building Architectural and Engineering Design

To: Hye (Jay) Kwag (Name of Person completing survey)

City of Plant City (Name of Client Company/Contractor)

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: 290,550 Ending Cost: TBD

Contract Start Date: November 2023 Contract End Date: Est. February 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
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	NA
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)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com



# SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County

RFP 24-273, Professional Architectural & Engineering Service for the Polk County  
Utilities Division Northeast Regional Warehouse-Operations Building/Fleet Campus.

To: Steve Majko (Name of Person completing survey)

City of Pinellas Park (Name of Client Company/Consultant)

Phone Number: 727.369.5662 Email: smajko@pinellas-park.com

Total Annual Budget of Entity \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: Pinellas Park Public Works

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \$4.9M

Contract Start Date: 2017 Contract End Date: 2018

**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)	7
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	7
4	Professionalism and ability to manage	(1-10)	7
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	6
7	Ability to resolve issues promptly	(1-10)	7
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	7
10	Appropriate application of technology	(1-10)	6
11	Overall Client satisfaction and comfort level in hiring	(1-10)	7
12	Ability to offer solid recommendations	(1-10)	6
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Steve Majko

Signature of Evaluator: 

Please fax or email the completed survey to: marketing@lunz.com



# Cultivating Communities.

We are passionate about utilizing our highly-interactive design process to work with our clients to develop unique and effective design solutions for projects of all scales and complexities. As experts in designing projects for various market sectors, we combine our experience and problem-solving skills to provide our clients the best service and execute a successful final product.





May 19, 2025

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

RE: RFP 24-699, Architectural & Engineering Services for Roads & Drainage Division Mulberry Roadway Maintenance Facility  
**TLG Project No. 24189.01**

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Mulberry Roadway Maintenance Facility, located in Winter Haven, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

#### **Approach + Methodology**

At The Lunz Group, we approach every project the same way: by listening. We listen to your vision, goals, and challenges. We ask the pivotal questions to ensure your investment meets you at a higher value. We recognize values beyond the mere built environment, emphasizing the importance of your vision. Prior to the design process, we work closely with you to identify and address any anticipated or existing obstacles.

Understanding your needs and expectations forms the foundation of our approach. Not every project is one-size-fits-all. We compose the right team around your project's needs. Our agility, adaptability, and collaborative spirit enables us to pivot swiftly and effectively. Our expertise is in identifying where the value of your budget should go. We ensure transparent communication and effective resource allocation, always keeping your vision at the forefront. Throughout the project lifecycle, we foster collaboration and partnership, measuring our success together.

The Lunz Group is comprised of design thinkers; we integrate our passion and technical expertise in everything we do. Our team focuses on innovative problem-solving by leveraging technology and providing a human-centered design approach. We seek to create environments not only to fulfill functional requirements, but also to enhance the quality of life for users. Throughout our proposed services, The Lunz Group will engage closely with the client in various capacities, which may include design charrettes, biweekly check-in meetings, and comprehensive review periods for design documents, tailored to suit the project's unique needs.

We provide full-service design, documentation, and quality control services driven by our unwavering commitment to our work and our clients. At The Lunz Group, success is defined by exceeding our client's expectations, delivering designs that create solutions and buildings that last beyond our lifetime.

#### **Project Understanding**

We understand Polk County is seeking professional architectural and engineering design, documentation and administration services associated with the new Roads and Drainage Division Mulberry Roadway Maintenance Facility. The project shall be located on an undisturbed site adjacent to the County's current Roadway Maintenance Office at 3000 Sheffield Road, Winter Haven, located between Bartow and Winter Haven. In order to better serve the citizens of Polk County, it has been determined the existing Roadway Maintenance facility should be closed and a new replacement facility be constructed on this site. The site is currently owned by the County and is conveniently adjacent to a County fueling station and other Roadway Maintenance offices and activities. The project site is located at the southwest corner of a 50-acre property. This portion of the property is currently vacant and wooded and totals approximately 8 acres. The project program consists of three standalone buildings, which include 3,311 square feet office building, 6,616 square feet maintenance building and a 10,368 square feet vehicle storage building along with 42 parking spaces, 5 uncovered equipment parking spaces and a 45 foot vehicle turning radius incorporated in the new parking field. The estimated total project cost is \$7,250,000.00. The vertical building construction estimate is \$3,800,000.00. Our base fee is based on this assumption

of \$3,800,000.00. If the project construction (excluding site costs) is greater than \$4,000,000.00, the base building design fee shall be increased by multiplying 7% by cost over \$4,000,000.00.

### Scope of Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape/geotechnical, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed Document Services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide bidding assistance review services.
- Attend all bid related meetings.
- Provide review of all bid tabulation results and a GMP.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Provide all design and sub consulting services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.
- Provide complete design documents and specifications.

### Time Schedule for Services

**Start-Up Time:** Two (2) of weeks after receipt of pre-design information, written authorization to proceed, and initial payment.

#### I – Pre-Design Services: Two (2) of weeks.

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
  - Civil Preliminary Activities
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

#### II – Schematic Design Phase Services: Eight (8) of weeks.

- 50% Schematic Design Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Schematic Design Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

#### III – Design Development Phase Services: Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

#### IV – Construction Documents/Permitting Phase Services: Fourteen (14) of weeks.

**III – Design Development Phase Services:** Twelve (12) of weeks.

- 50% Design Development Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Design Development Issuance
- Cost Estimation – As additional service

Plus time for Client Review, Approval, and Authorization to Proceed.

**IV – Construction Documents/Permitting Phase Services:** Fourteen (14) of weeks.

- 50% Construction Documents Issuance

Plus time for Client Review, Approval, and Authorization to Proceed.

- Final Construction Documents Issuance
- Cost Estimation – As Additional Service

Plus time for Client Review, Approval, and Authorization to Proceed.

**V – Bidding Or Negotiation Phase Services:** Eight (8) of weeks

Plus time for Client Review and Award on Construction Contract.

**VI – Construction Phase Services:** Fifty-Two (52) of weeks

**VII – Post Completion Services:** Zero (0) of weeks

**Compensation for Professional Services**

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

**Lump Sum Fee Breakdown**

**Architectural & Engineering**

a. Concept Design	\$ 8,000.00
b. Schematic Design	\$ 28,000.00
c. Design Development	\$ 67,000.00
d. Construction Documentation	\$ 86,500.00
e. Bidding/ Permitting Phase Services	\$ 6,500.00
f. Construction Administration Phase Services	\$ 73,500.00

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**Base Building Design Fee Sub-Total: \$269,500.00**

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**Site Design**

g. Survey for Underground Utilities (SUE)	\$ 9,130.00
h. Geotechnical Engineering	\$ 12,647.00
i. Site Coordination	\$ 21,000.00
j. Preliminary Engineering Layout Design	\$ 10,120.00
k. Engineering Design Phase Services	\$ 102,120.00
l. Wash Down Station Design	\$ 14,060.00
m. Utility Coordination	\$ 3,500.00
n. Project Manual/ Bid Documents	\$ 9,880.00
o. Permit Phase Services	\$ 26,080.00
p. Limited Construction & Final Certification Services	\$ 28,240.00

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**Site Design Sub-Total \$236,777.00**

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**Architect/ Civil Engineering Fee Sub-total: \$506,277.00**

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**Allowances and Additional Services**

q. Allowances	\$50,000.00
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**Allowance Sub-Total \$50,000.00**

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**Total Fee with Allowances \$556,277.00**

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- Gopher Tortoise Relocation/ Permitting
- Geotechnical Engineering
- Impact Fee Analysis
- Cost Estimation

#### Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

#### Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.

#### Design Approval

Client shall designate a project manager as the main contact of Client for communication with The Lunz Group in relation to this Project. Client shall immediately notify The Lunz Group in writing of any change to the project manager and/or their contact information Client's project manager shall have the authority to administer all aspects of this Contract on behalf of Client. Client's project manager shall attend all project meetings with The Lunz Group, especially the initial kick-off meeting, and shall ensure that any other members of Client's staff required for approvals are also in attendance at the initial kick-off meeting. Revisions to The Lunz Group's design consulting documents required to accommodate comments provided by Client's staff not in attendance at the initial kickoff meeting shall be compensated as an Additional Service, unless agreed otherwise by The Lunz Group.

Submitted by:



Signature

Bradley T. Lunz, AIA, NCARB

Printed Name

President & CEO, The Lunz Group

Title

May 15, 2025

Date

## **EXHIBIT Bi**

### **SCOPE OF SERVICES**

Consultant intends to provide programming and complete architectural and engineering services, see Exhibit Bii for project specific scope of services.

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 Contractor.
  - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will



be in accordance with Contract Documents; preparing related reports and communications, and attendance at progress review meetings at the site.

7.2.1. Site visitation by Project Manager or Project Architect every other week.

7.2.2. Periodic site visits by other staff to observe the progress of the project.

**7.3. Responses to Requests for Information (RFI)**

7.3.1. Responding to requests for clarifications or additional information related to the Contract Documents

**7.4. Supplemental Documentation services** consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by Contractor or the Owner.

7.4.2. Providing guidance to the Contractor in conjunction with the Owner relative to changed requirements and schedule revisions.

**7.5. Quotation Requests/Change Orders** consisting of:

7.5.1. Preparation, reproduction and distribution of Drawings and Specifications to describe Work to be added, deleted or modified. Changes shall be clearly defined.

7.5.2. Review of proposals from Contractor for reasonableness of quantities and costs of labor and materials.

7.5.3. Review and recommendations relative to changes in time for Substantial Completion.

7.5.4. Review on Owner's behalf relative to costs of Work proposed to be added, deleted or modified.

7.5.5. Assisting in the preparation of appropriate Modifications of the Contract(s) for Construction.

7.5.6. Coordination of communications, approvals, notifications and record-keeping relative to changes in the Work.

**7.6. Contract Cost Accounting services** consisting of:

7.6.1. Review of records of payments on account of the Contract Sum and all changes thereto.

7.6.2. Evaluation of Applications for Payment and certification thereof.

7.6.3. Review and evaluation of expense data submitted by the Contractor for Work under cost-plus-fee arrangements.

**7.7. Interpretations and Decisions** consisting of:

7.7.1. Review of claims, disputes, or other matters between the Owner and Contractor relating to the execution or progress of the Work as provided in the Contract Documents.

7.7.2. Rendering written decisions.

- 7.8. Project Closeout services** initiated upon notice from the Contractor that the Work, or a designated portion thereof which is acceptable to the Owner, is sufficiently complete in accordance with the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
- 7.8.1. Review with the Owner's representative for conformity of the Work to the Contract Documents to verify the list submitted by the Contractor of items to be completed or corrected.
  - 7.8.2. Recommendation of the amounts to be withheld until final completion.
  - 7.8.3. Intentionally Omitted
  - 7.8.4. Issuance of Certificate(s) of Substantial Completion.
  - 7.8.5. Inspection(s) upon notice by the Contractor that the Work is ready for final inspection and acceptance.
  - 7.8.6. Final inspection with the Owner's representative to verify final completion of the Work.
  - 7.8.7. Securing and receipt of consent of surety or sureties, if any, to the making of final payment(s).
  - 7.8.8. Issuance of final Certificate(s) for Payment.
  - 7.8.9. Final inspection of Water Distribution, Sewage Collection and Stormwater/Environmental Management Facilities. Preparation of certifications to agencies along with record documents prepared based upon record information supplied by the Contractor. Services include one final inspection for each certification.

## **8. POST-CONSTRUCTION SERVICES**

### **8.1. Record Drawing services** consisting of:

- 8.1.1. Making arrangements for obtaining from Contractor information in the form of marked-up prints, drawings and other data certified by them on changes made during performance of the Work, including Change Directives, RFI's, ASI's, etc.
- 8.1.2. Review of general accuracy of information submitted and certified by the Contractor.
- 8.1.3. Preparation of record drawings electronically based on certified information furnished by the Contractor.
- 8.1.4. Transmittal of one set of full-size reproducible record drawings and general data, appropriately identified, to the Owner and others as directed. Two copies of all electronic data including CADD drawings on flash drive.

### **8.2. Warranty Review** consisting of:

- 8.2.1. Consultation with and recommendation to the Owner during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.

- 8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.
- 8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Contractor for correction of noted defects.

**9. ADDITIONAL SERVICES/EXPENSES (not included in the base fee): See Exhibit “C” for additional Services.**

**9.1. Owner-Provided Services:**

- 9.1.1. Intentionally Omitted
- 9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.
- 9.1.3. Printing of all Contract Documents issued for bidding and construction.

**9.2. Mock-Up Services** relating to any space for study during the design phases and consisting of:

- 9.2.1. Design and documentation for the required mock-up.
- 9.2.2. Construction administration of mock-up construction activities.
- 9.2.3. Arrangements for testing performance of mock-up.
- 9.2.4. Review, analysis and reporting of results.

**9.3. Prepare an Inventory** of existing furniture and equipment that will be placed in the new facilities.

**9.4. Value Engineering** – Value engineering is the detailed, systematic review of the design concepts, construction techniques, materials and building types associated with a project solely in terms of life cycle costs in an attempt to obtain optimum value for every dollar spent. If Owner chooses to engage in value engineering, Owner shall either retain the services of an independent Value Engineer (“VE”) to perform the above review services to be complete at a stage no later than the completion of schematic design, or pay a mutually negotiated sum “at the time the services are requested” to Consultant to perform the above review services at a stage later than the completion of schematic design, Owner acknowledges that schedule and cost impacts may occur.

- 9.4.1. If Owner chooses to retain an independent VE, all recommendations of the VE shall be given to Consultant for its review and adequate time will be provided for Consultant to respond to these recommendations. Consultant may be compensated as an additional service for time spent to review the recommendations of the VE and to incorporate those accepted by both Owner and Consultant. Objections to any recommendations made by the VE shall be stated in writing. Owner agrees that Consultant shall not be responsible for any damage, cost or liability which arises in connection with, or as a result of, the incorporation of such design changes.

**9.5. Commissioning** – The performance of a functional and operational check of all systems and equipment to verify the installation is performing to the design criteria.

Consultant would prepare this service in conjunction with an independent contractor experienced in such activities.

- 9.6. Structural Blast Resistance** - Analysis of building structural systems to resist loads imposed by blast forces on exterior of facility. This would require a additional blast consultant to be obtained.

- 9.7. Security Systems:** The Security portion of the project will include the design and documentation of Electronic Security System from Schematic Design through Construction Administration Services. The Electronic Security System will include intrusion detection, access control, electronic door control and monitoring, operational intercom, fixed duress alarms, monitoring and control panels, CCVE systems, control room layouts, rough-ins for x-ray screening/magnetometer at entry lobby, and parcel screening. As part of the overall security plan Consultant will provide a site analysis to determine passive security measures to be incorporated for the facility. Deliverables for the above scope for each task are as listed below.

- 9.7.1. Schematic Design (SDs):** Consultant will provide a written security narrative describing the Electronic Security System, reflecting the design approach based on program requirements. In addition, Consultant will provide two people for a one day on site Security Workshop to validate the security program and establish the design intent.

- 9.7.2. Design Development (DDs):** Consultant will provide job specific draft specifications of the Electronic Security System including plans indicating device locations, and outline specifications, and equipment selections reflecting design approach. Consultant will provide one person for 1 day to attend an on-site design review with the Owner and Design Team members to review the Electronic Security System Design Development documents.

- 9.7.3. Construction Documents (CDs):** Upon completion of this review, Consultant will provide completed biddable documents including plans, details, schedules, riser diagrams, and specifications required to fully document the Electronic Security System. In addition, Consultant will provide, at the completion of the Construction Documents phase, Two copies of a Design Information Manual (DIM) outlining major equipment selections utilized as the basis of design for the Electronic Security Systems. Consultant will conduct mid-point design review with Owner and Design Team members to review the Electronic Security Construction Documents.

- 9.7.4. Bidding:** Consultant will review all questions related to the Electronic Security System submitted, and provide answers in written addendum as required.

- 9.7.5. Construction Administration (CA):** Consultant will provide one person for four, one day intermediate site visits during construction. In addition, upon written notification of substantial completion Consultant will provide two persons for one day (16 hours total) to review and test the Electronic Security System.

- 9.7.5.1.** Included in this phase of work is the review of security shop drawing submittals and written responses to security RFI from the contractor.

9.7.5.2.Deliverable for this phase of work will include a written field report for the intermediate site visits, and a final report and punch list of the site visit made following written notice of substantial completion.

9.7.6. **Expanded Security System Design** - The following systems and services can be provided in addition to the Electronic Security Design defined in previous sections:

9.7.6.1.Assistance Stations

9.7.6.2.Parking Area Equipment (cameras, card access control)

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

9.7.6.7.Post Construction Services: Consultant will provide two people for one day (16 hours total) to conduct a pre-warranty expiration review of the electronic security system. The review will focus on inspection of equipment, operational functions, defects or deficiencies within the system and will be documented in report form and issued to the owner.

## Exhibit Bii

### Scope Of Services

Mulberry Roadway Maintenance Facility

### Project Delivery System

The Lunz Group's services, compensation, and time schedule for performance of services are based on the use of the Design/Bid/Award/Construction with one prime construction contract project delivery system and are subject to adjustment if another delivery system is utilized.

### Design Services

Architectural and consultants services are to include design/documentation and administration of the project from concept to completion of the new buildings. Architecture and interior design/documentation will be performed by The Lunz Group. Civil/Landscape, structural, MEP/FP engineering and cost estimating will be performed by consultants to The Lunz Group. The architect's estimator consultant will develop a cost estimate at the end of each design phase. The architect and consultants will provide Pre-Design, Schematic Design, Design Development, Construction Document/Permitting, Bidding and Construction Administration phase services.

The scope includes:

- Site Plan layout
- Building Core and Shell
- Interior Design

### Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture <b>The Lunz Group</b>	✓		
Site Surveys <b>Chastain Skillman</b>	✓ <sup>1</sup>		
Geotechnical Investigations, Reports, and Recommendations <b>Chastain Skillman</b>	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: <b>Chastain Skillman</b> (Code requirement only)	✓		
Civil Engineer: <b>Chastain Skillman</b>	✓		
Structural Engineer: <b>Fullone Structural Group</b>	✓		
Mechanical/Electrical/Plumbing Engineer: <b>SGM Group</b>	✓		
Parking Field Lighting <b>SGM Group</b>	✓		
Telecommunications:			✓
Interior Design Consultant: <b>The Lunz Group</b>	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant: <b>Blue Cord</b>	✓ <sup>2</sup>		
Audio-Visual Consultant:			✓
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: <b>SGM Group</b>	✓		



DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Security Consultant:			✓

Notes to Above Table:

In Base Proposal: Included in Base Proposal. The Lunz Group will coordinate work of consultant.

Client's Consultant: The Lunz Group will coordinate with consultant retained directly by Client.

Extra Service: Consultant not included in Base Proposal but could be added upon Client's authorization.

1. Survey services provided as part of base contract are Survey for Underground Utilities. Boundary, topo, and other surveys are to be provided by client.
2. Can be added but will be billed against allowances line item.

### I – Pre-Design Services

The Lunz Group will review existing relevant information provided by the Client. The Lunz Group shall be entitled to rely upon all such information not limited to site plans, surveys, topography, zoning, existing building drawings/specifications, geotechnical reports, marketability reports, Client's Design Standards, Client's program, design and construction schedule, construction budget, adjacent sites/structures, building restriction, etc. The Lunz Group will provide Pre-Design services consisting of Listen and Idea phases to gather project data, document and validate success metrics and offer design solutions. These elements will be assembled into a Pre-Design Services Package for review and approval by the Client.

#### Listen

During the Listen phase, The Lunz Group team will seek to understand your project needs. Working with internal and external stakeholders to understand and document your project specific vision, mission and business needs as well as the project's success metrics. The Listen phase will encompass The Lunz Group's initial project startup and evaluation, creating team understanding of the full scope of the project and will conclude with the executive summary including information from the following:

#### Deliverables

Executive Summary (11 x 17 digital presentation)

- Review and coordination of Client supplied data.
- Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
- Host Informing meeting to present site visit findings and jurisdictional due diligence.

#### Idea

The Idea phase is a highly collaborative phase where The Lunz Group, along with the Client and the Client's consultants, will develop and evaluate the project success metrics in order to create the ideas. The Lunz Group's project team will continue to analyze data from the Listen phase pushing the boundaries and defining what's possible.

#### Architectural Deliverables

- Meeting Minutes
- Pre-Design Services Package (11 x 17 digital presentation)
  - Host a Collaboration workshop with the Client and Client's consultants to establish a project vision for the look and feel of the architecture and interior design.
  - Written summary of goals, budget and schedule including Client's Design Standards, Program and Preliminary Project Description
  - Develop preliminary program and spatial relationship diagrams to determine the overall program and overall design direction.
  - Diagrammatic massing option One (1).
  - In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
  - Host Pre-Design Presentation to present the final concepts to gain Client feedback, direction and approval, which will be basis of the Schematic Design phase.

- Cost Estimate - If approved by client and billed in the allowance.

#### Civil / Landscape Deliverables

- Survey Phase Services:  
The County will be responsible for providing a Topographic Survey of an approximately 10-acre portion of Parcel id #252915-000000-014000, located at 3000 Sheffield Rd., Winter Haven, 33880. CS will also depict the West and South Boundary lines of the above-mentioned parcel as depicted on the Boundary Survey performed by Imperial Polk County, dated 03/27/1996. If CS finds discrepancies between filed conditions and the provided Boundary Survey. CS will notify the client before proceeding. This survey will be performed to aid in the design of the site. The specific items are listed below.
  - Conduct office research, field coordination, and quality control measures as deemed necessary by CS in order to produce the survey.
  - The horizontal datum for the project will be NAD 83 (2011 Adjustment) Florida State Plane, West Zone (902). All measurements will be in US Surveyor's Feet (Sft)
  - CS will retrace the Boundary Survey provided by Imperial Polk County and spatially relate the Topographic Survey to said Boundary through field measurements of Boundary points from said survey. If the field monumentation is not found or there are discrepancies between current field conditions and the provided Boundary Survey, CS will notify the client before proceeding. CS will depict said South and WEST Boundary lines on the survey.
  - Locate and depict aboveground improvements, rights-of-way and encumbrances that affect the surveyed parcel.
  - Depict provided and/or visual easements, right-of-way and encumbrances that affect the surveyed parcel.
  - Create a legal description for the above-referenced parcel.
  - The vertical datum for the project will be based on the North American Vertical Datum of 1988 (NAVD88)
  - Provide spot elevations and one-foot (+/-6 inches) will also be plotted on the drawings.
  - Spot elevations will extend approximately to the parcel boundaries and/or to the limits shown on the attached Survey Exhibit.
  - Provide invert information of accessible storm water and sanitary sewer structures.
  - Locate trees of 6-inch diameter or larger as measured at approximately 4 feet above ground. In areas of dense tree coverage, only the edge of the tree line will be depicted.
  - Pavement markings and roadway signage location with sign content.
  - Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM).
  - Provide electronic copy of the Survey in AutoCAD Civil 3D 2018, excluding title block and certifications.
  - Provide an electronic copy of the signed and sealed survey(s) of the above referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.
- Survey for Underground Utilities
  - Subcontract with George F Young Inc. to provide Subsurface Utility Designations:
  - Provide ASCE Quality Level "B" designations' utilizing conventional electronic designating equipment including Ground Penetrating Radar (GPR) to designate and mark the horizontal location of found underground utilities within the limits shown on the attached Survey Exhibit.
  - Conduct five (5) ASCE Quality Level "A" test holes.
- Geotechnical Investigation Phase Services:
  - Contract with Madrid Engineering Group, Inc. to provide a Geotechnical Report for the proposed Road and Drainage Facility to include:
    - Site reconnaissance to review existing conditions and stake the borings.
    - Utility locates via Sunshine Once Call (required 3 days prior to field work)
    - Mobilize to the site.
    - Conduct four (4) Standard Penetration Test (SPT) borings, each to a depth of 25 feet existing grade, within the structure footprints.
    - Conduct two (2) shallow (approximately 2 feet deep) test pits and two (2) 6- feet deep auger borings within the proposed retention area. At the base of each test pit, two (2) undisturbed samples will be collected (1 horizontal and 1 vertical) for permeability testing in the laboratory.
    - Provide an electronic copy of the report signed and sealed by registered professional geotechnical engineer which will include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, together with a Boring Location Plan and Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Foundation system recommendations for the proposed structures, as appropriate based on the borings results.
- Recommended soil related design parameters for the pond area.
- Suitability of on-site for re-use as structural fill and backfill. Additional criteria for placement/compaction of suitable fill materials will be provided.

### Meetings

- Kick-off call One (1)
- Collaboration Workshop (One (1))
- Pre-Design Presentation (One (1))

### II - Schematic Design Phase Services

Based on the approved Pre-Design Package, along with any adjustments authorized by the Client, The Lunz Group will provide schematic design documents based on the mutually agreed upon program, schedule and budget for project. The documents will establish the schematic design of the project illustrating the scale and relationship of project components. The documents will include preliminary site plan, floor plans, elevations, and sections as appropriate and preliminary selection of major systems and construction materials.

The schematic design documents will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, planting, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, geotechnical issues, preliminary Structural System / MEP System and space requirements.

The Lunz Group will calculate areas and volumes to check the following against the program:

- Usable Area
- Area per Person
- Parking Count

### Architectural Deliverables

- Meeting Minutes.
- Preliminary Code Research
- Preliminary Permitting Requirements Research
- Schematic Design Package.
  - Overall Illustrative Site Plan.
  - Life Safety Plans
  - Principal Floor Plans.
  - Roof Plan.
  - Main Building Elevations.
  - Overall Building Sections.
- Digital Study Models (up to Two (2))
- Perspective Sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Outline specifications.
- Cost Estimate

### Civil / Landscape Deliverables

- Preliminary Schematic Level Engineering Layout Design Services:
  - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:

- Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
- Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

#### **Structural Deliverables**

- SD plans showing preferred systems

#### **MEP/FP Deliverables**

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Specifications
- Response to comments.

### **III – Design Development Phase Services**

Based on the approved Schematic Design Documents and adjustments authorized by the Client, The Lunz Group will proceed with design development. We will illustrate and describe the design establishing the scope, relationships, forms, size, and appearance of the project by means of plans, elevations, and sections, typical construction details, and equipment layouts. The documents will identify major systems and materials and in general their quality levels.

For review by regulatory agencies, The Lunz Group's design development documents will be submitted to the following departments, as applicable, for their early initial review and comments.

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board

For utilities, The Lunz Group will:

- Check availability and capacity.
- Initiate approval process by utility companies

The Lunz Group will update area and volume calculations to check the following against the program:

- Usable Area
- Area per Person
- Parking Count]

The Lunz Group will review the drawings for the following disciplines to verify that the information reflects the design intent and to help avoid conflicts. BIM coordination meetings will occur to aid in collaboration and coordination. Models will be automatically clashed for interference checks via cloud clash detection software.

- Structural
- Mechanical
- Electrical
- Plumbing

#### **Architectural Deliverables**

- Meeting Minutes.
- Code Research
- Permitting Requirements Research
- Drawings
  - Overall illustrative Architectural Site Plan
  - Life Safety Plans

- Floor Plan including
  - Typical and Special Room Layouts
- Typical and Special Room Reflected Ceiling Plans
- Roof plan indicating access and location of major equipment
- Main Building Elevations
- Typical Bay Fenestration
- Overall Building Sections
- Details
- Typical Exterior Wall Sections
- Typical Assembly Types
- Key Exterior Details
- Typical Partition Details
- Typical and Special Interior Elevations
- Schedules
  - Typical Room Finish Schedule
  - Typical Door Schedule
  - Typical Glazing Schedule
- Equipment
  - Typical and Special Room Layouts
- Coordination
  - Typical ceiling spaces with architectural, structural, mechanical, and electrical elements
  - Typical shaft spaces with architectural, structural, mechanical, and electrical elements
- Digital study models (up to Two (2))
- Perspective sketches (up to Two (2))
- In house generated exterior or interior renderings (One (1) eye level, One (1) aerial view)
- Draft specifications
- Cost Estimate

#### **Civil / Landscape Deliverables**

- Preliminary Engineering Design Development level Layout Design Services:
  - Prepare a Preliminary Engineering Layout/Design for conformance with the requirements of Polk County. This Preliminary Design shall utilize the above referenced Survey and Geotechnical Report. The Preliminary Engineering Design shall include:
    - Coordination with the Project Architect and Polk County Staff to show the proposed buildings, pedestrian access, water and sewer utilities, the stormwater retention area and parking area.
  - Modify the Preliminary Engineering Design based on two rounds of comments from the Polk County Staff and the Project Architect and provide three (3) sets of the final Engineering layout to the County.

#### **Structural Deliverables**

- DD plans with minor sections and details.

#### **MEP/FP Deliverables**

- Attend in person meetings/workshops & virtual meetings.
- Provide mechanical, electrical, plumbing and fire protection drawings for review
- Response to comments.

#### **Meetings**

- Design Development progress meeting (One (1))
- Design Development Presentation (One (1))

#### **IV – Construction Documents/Permitting Phase Services**

The Lunz Group will provide Construction Documents based on the approved design development submission and updated project budget. The documents will be based on AIA A201-Current Edition General Conditions with The Lunz Group's modifications, and The Lunz Group Master Specifications. This will include detailed requirements for construction and include drawings and specifications that establish the quality level for systems and materials. The Lunz Group and its consultants will issue final construction documents to the local jurisdiction for permit review and approval, and address any comments in order to finalize the permitting process.

The Lunz Group will confirm that the following area and volume calculations meet the program:

- Usable Area
- Area per Person
- Parking Count

#### Architectural Deliverables

- Meeting Minutes
- Construction Documents for Bidding
- Construction Documents for Permitting
- Response to Governing Body Review Comments
- Project Book Specifications
- Cost Estimate

#### Civil / Landscape Deliverables

- Engineering Design Phase Services:
  - Based on the approved Final Engineering Layout referenced above, prepare construction drawings utilizing the survey data obtained above. The construction drawings shall include:
    - A key Sheet containing an Index of Drawings
    - General notes and details
    - Plans sheets for limits of construction showing the proposed buildings, parking layout, utilities and stormwater retention area.
    - Provide domestic water service to the proposed building and for service to the site by connecting to the existing 12" watermain on or near site.
    - Provide sanitary sewer service from the proposed building(s) to a proposed on-site lift station. The lift station shall be maintained by Polk County Lift Station and therefore shall meet the design requirements for a County Lift Station. Access to the existing County force main located within the Powerline Easement to the west of the site shall be provided.
    - Provide a 25-year/24-hor design for the on-site stormwater retention area.
    - Plans shall be submitted to the client and one round of comments addressed. An opinion of probable cost will be provided covering the work.
      - Subcontract with Dirt Landscape Architecture to design a planting schematic irrigation plan compliant with applicable landscape code requirements. Included are all landscape plans with planting notes, schedules and details, as well as irrigation plans with notes, schedules and details. Dirt will submit signed and sealed landscape permit drawings to the Engineer to be included in the overall design set for the project.
- Utility Coordination Phase:
  - Contact Sunshine "One-Call" for design locates to determine the name and contact information of any utilities located within the project area.
  - Plan sets will be submitted to the utility companies identified above with a request for the utility companies to provide drawings for all known utilities within the project area.
  - Coordination with utility owners to include preparation of a letter describing the proposed construction, submittal of preliminary plan documents and requesting records and drawings from the utilities detailing the location of their existing facilities.
  - Provide the location of existing utilities on the drawing where the potential for conflicts occurs.



- Project Manual/Bid Documents:
  - Compile and provide the Architect with the technical bid documents and specifications for the Civil Engineering Water and Wastewater components of the project, including the Geotechnical Report and Permits to be included in the Architects Specification package.
- Permit Phase Services:
  - Conduct a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) and Polk County Land Development.
  - Prepare calculations and submittal documents for the Environmental Resource Permit and submit to the Southwest Florida Water Management District (SWFWMD)
  - Prepare and submit FDRP Notice of Intent to Use General Permit for Construction of Water Main Extension and FDEP Domestic Wastewater Collection/Transmission System Permit Application.
  - Prepare and submit to Polk County Land Development the Civil Engineering Construction Plans for Level III approval.

#### **Structural Deliverables**

- CD developed plans with full sections and details

#### **MEP/FP Deliverables**

- 5 virtual meetings.
- 50% Construction Documents
- Final Construction Documents (for permit)

#### **Meetings**

- Construction Documents Progress Meeting (One (1))

#### **Construction Phasing**

Construction documents will be produced in one package.

#### **Bidding Documents**

The Lunz Group will assist the Client in the preparation of bidding forms and requirements.

#### **Conditions Of Construction Contract**

The Lunz Group will review Client provided General Conditions and make recommendations for supplementary conditions.

#### **V - Bidding Or Negotiation Phase Services**

Services include:

- One (1) on site pre-bid conference
- Response to bidders' requests for clarifications
- Participation in bid opening
- Preparation of bid summary for Client review

#### **VI –Construction Phase Services**

The Lunz Group will provide Construction Phase services as set forth in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications.

#### **Deliverables**

- As described in AIA A201-Current Edition General Conditions, with The Lunz Group's modifications
- The review of shop drawing and finish submittals includes one resubmission.

#### **Meetings**

- Scheduled visits to the property to review the work (up to quantities in travel section below)

#### **Construction Period**

This Scope of Services is based on a thirteen (13) month construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified three hundred and ninety-two (392) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

#### VII – Post Completion Services

No Post Completion services included.

#### Travel

Proposal includes travel to project location, Client's office or teleconference for coordination with the Client and its consultants, meetings or presentations as outlined below.

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	1	2	2	1	14
Civil/Landscape	1	1	1	1	1	3
Structural	1	1	1	1	1	3
MEP/FP	1	1	1	1	1	3
<b>Total</b>	<b>4</b>	<b>4</b>	<b>5</b>	<b>5</b>	<b>4</b>	<b>23</b>

#### Construction Cost Estimates

The Lunz Group will submit Four (4) estimates of construction cost prepared by a professional cost estimator. One after Pre-Design, SD, DD and CD phases. This Scope of Services is not based on a fixed limit of construction cost unless The Lunz Group is permitted to include contingencies and determine project scope, systems, and materials to be included in construction documents. This is to be an approved additional expense by the client and billed in the Allowance line item.

#### Qualifications

The following items are qualifications to the proposal outlined above.

- The Lunz Group, at its option, will utilize REVIT or AutoCAD software for drawings. For Specifications and Finish Schedules, The Lunz Group may use any or all of the following software: Excel, Word, Studio Designer, InDesign or AutoCAD. We will provide design documents based on a mutually agreed program, schedule and budget for the project. All consultants working with The Lunz Group will adhere to The Lunz Groups BIM Execution Plan.

#### Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.

- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

#### **Civil / Landscape Additional Services**

- Payment of permit application fees
- Excavation and location of underground improvements
- Owner and Encumbrance Report
- Wetland Delineation and Location
- Gopher Tortoise Survey or Permitting
- Cover Board Survey for Sand Skinks or Permitting
- Cultural or Archaeological Review or Assessment
- Construction staking
- Cost of utility locates, if any provided by the utility companies.
- Utility Relocation Plans.
- Verification of information provided by others.
- Lighting Plans.
- Fire Sprinkler Design.
- Utility plans other than water and sewer.
- Advertisement of bid.
- As-Built Survey
- Any other services not expressly stated in the Scope-of-Services.

#### **MEP/FP Additional Services**

- Cost estimations are excluded.
- Re-design due to change in scope, Value Engineering (VE), alterations after 50% construction documents or budget constraints.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Any alternates will need to be provided as additional services since it is additional design scope.
- Multiple phases of construction documents are not included unless specifically stated. Breaking the project into multiple design phase submissions will require additional services to account for the additional cost to perform the additional submissions.
- LEED Certification or Green Globe
- Any service or deliverable not explicitly stated in the scope of work above.
- Plans and specifications will be in accordance with the Florida Building Code Eighth Edition and the Florida Fire Prevention Code – Eighth Edition.
- Current Owner Design Guidelines
- Any municipal code or design guideline not explicitly listed or stated in this proposal shall be excluded.

#### **Client's Responsibilities**

Prior to commencement of the work, the Client shall furnish to The Lunz Group full information as to their design requirements, operational standards and guidelines, preliminary program, project schedule, total budget broken down for all areas, and all such information which shall be pertinent to the creation and carrying out of the project's design intent.

The Client shall designate a single representative authorized to act in the Client's behalf who shall make decisions with respect to the project. The Client, or such authorized representative, shall examine the design documents submitted by The Lunz Group and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of The Lunz Group's design services.

The Lunz Group shall provide information and specifications for products and their manufacturer, sufficient to convey design intent. However, The Lunz Group will not bear any liability, should the Client choose to have the product made by a third party. It is the sole responsibility of the Client not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Client warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Client is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

#### **End Of Scope of Services**

## Exhibit C

### Compensation

Polk County - Roads and Drainage Division – Mulberry Roadway Maintenance Facility

#### Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client shall pay The Lunz Group a fee of **\$556,277.00**. Invoices shall be issued monthly based on a percent complete basis or hours executed. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

#### Lump Sum Fee Breakdown

<b>Architectural &amp; Engineering</b>		
a. Concept Design		\$ 8,000.00
b. Schematic Design		\$ 28,000.00
c. Design Development		\$ 67,000.00
d. Construction Documentation		\$ 86,500.00
e. Bidding/ Permitting Phase Services		\$ 6,500.00
f. Construction Administration Phase Services		\$ 73,500.00
<b>Base Building Design Fee Sub-Total:</b>		<b>\$269,500.00</b>
<b>Site Design</b>		
g. Survey for Underground Utilities (SUE)		\$ 9,130.00
h. Geotechnical Engineering		\$ 12,647.00
i. Site Coordination		\$ 21,000.00
j. Preliminary Engineering Layout Design		\$ 10,120.00
k. Engineering Design Phase Services		\$ 102,120.00
l. Wash Down Station Design		\$ 14,060.00
m. Utility Coordination		\$ 3,500.00
n. Project Manual/ Bid Documents		\$ 9,880.00
o. Permit Phase Services		\$ 26,080.00
p. Limited Construction & Final Certification Services		\$ 28,240.00
<b>Site Design Sub-Total</b>		<b>\$236,777.00</b>
<b>Architect/ Civil Engineering Fee Sub-total:</b>		<b>\$506,277.00</b>
<b>Allowances and Additional Services</b>		
q. Allowances		\$50,000.00
<b>Allowance Sub-Total</b>		<b>\$50,000.00</b>
<b>Total Fee with Allowances</b>		<b>\$556,277.00</b>
- Gopher Tortoise Relocation/ Permitting	- Impact Fee Analysis	
- Geotechnical Engineering	- Cost Estimation	

#### Reimbursable Expenses

Reimbursable Expenses are expenses incurred by The Lunz Group and The Lunz Group's consultants that are not included in the fee shall be billed per Polk County Policy.

#### Fast Track Process

In the event the Client chooses to take advantage of the potential time and cost savings benefits of fast-track processes, Client acknowledges that it has been advised that the Project will be affected. Some of the effects include the necessity of making early or premature commitments to design decisions and the issuance of incomplete and uncoordinated Construction Documents for permitting, bidding, and construction purposes. Client acknowledges that the Project will likely require associated coordination, design, and redesign of parts of the Project after Construction Documents are issued and the Construction Contract is executed and may require removal of work-in-place, all which events may cause an increase in the Cost of the Work and/or an extension of the Project construction schedule. Therefore, Client acknowledges the necessity of including sufficient contingencies in the budget for the Cost of the Work to account for additional costs and construction schedule extensions arising from fast-track processes.



## **EXHIBIT D**

### **SCHEDULE OF REIMBURSABLES**

- |    |   |  |
|----|---|--|
| 1. | Subcontractor Services  | Actual Costs   |
| 2. | Travel Expenses   | In accordance with Chapter 112.061, F.S.;<br>and further defined in the Polk County Employee Handbook. |
| 3. | Postage, Fed Express, UPS   | Actual Costs   |
| 4. | Pre-approved Equipment<br>(includes purchase and rental of equipment used in project) | Actual Costs   |