

AMENDMENT TO  
ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT 19-004  
(A/E SERVICES FOR EAGLE LAKE FIRE RESCUE STATION)

#19-004-11

This Amendment and Authorization #19-004-11 is made and entered into, effective as of the date last executed (the "Effective Date"), by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and The Lunz Group, Inc., (the "Consultant"), a Florida corporation, located at 58 Lake Morton Drive, Lakeland, FL 33801, whose Federal Employer Identification number is 58-2853955.

WITNESSETH:

WHEREAS, the County and the Consultant entered into Architectural/Engineering Services Agreement 19-004 dated February 5, 2019 (the "Agreement"), for the purpose of providing professional services in connection with the design of a new prototype fire rescue station, along with associated construction administration services, to be implemented and used at up to thirteen fire rescue station sites in Polk County, with a fixed reuse fee for each station; and

WHEREAS, Section 2.3 of the Agreement authorized the Consultant to perform the Services for the design and construction administration of the Sleepy Hill Fire Rescue Station; and

WHEREAS, Section 10.8 of the Agreement provides that for each subsequent Project authorized by the County following the Sleepy Hill Fire Rescue Station Project, the County and the Consultant shall execute a written amendment to the Agreement incorporating the scope of services for each such Project or Projects; and

WHEREAS, the County and Consultant have previously executed Amendments 1,2,3,4,5,6,7,8,9 and 10 to the Agreement in order to authorize Consultant's Services for the Frostproof, Loughman, Nalcrest, Galloway Road, Masterpiece Road, Watkins Road, Moore Road, Eaton Park, Bradley Junction and Caloosa Lake fire rescue stations, respectively; and

WHEREAS, by execution of this Amendment, the County authorizes the Consultant to provide, and the Consultant agrees to perform, the services for the Eagle Lake Fire Rescue Station Project, as further set forth and described below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement.
2. The Agreement is hereby amended to authorize and include the site-specific design and construction phase services for the Eagle Lake Fire Rescue Station, which is more fully set forth and described in Exhibit 1, Scope of Services and Compensation, for the lump sum amount of \$274,310.00. This lump sum amount includes a design Reuse Fee of \$28,000 in accordance with Section 10.8.2 of the Agreement. Exhibit 1 to this Amendment and Authorization is attached hereto and fully incorporated herein.
3. The site-specific design services shall be completed within 90 days from issuance of a Notice to Proceed and the related Construction Phase Services, as set forth on Exhibit 1, shall be performed through completion of the construction of the Eagle Lake Fire Rescue Station.
4. The Agreement, as amended by this Amendment and Authorization #19-004-11, continues in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Authorization #19-004-11 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: \_\_\_\_\_  
T.R. Wilson, Chair,  
Board of County Commissioners

Date Approved by County: \_\_\_\_\_

Approved as to form and legal sufficiency:

North Miller      12/3/24  
County Attorney      Date

**Attest:**

**The Lunz Group, Inc.**  
**a Florida corporation**

By: Lacey C Meyer  
Corporate Secretary

By: [Signature]

Lacey C Meyer  
[Print Name]

Bradley T Lunz  
[Print Name]

DATE: 12/11/2024

President  
[Title]

[SEAL]

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 11<sup>th</sup> day of December 2024 (Date) by Bradley T. Lutz (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced

as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 11<sup>th</sup> day of December 2024 (Date) Anita D. Thomas

(Official Notary Signature and Notary Seal) typed, printed or stamped Anita D Thomas  
Commission Number HH 099177



Anita D Thomas (Name of Notary)  
3/1/2025 (Expiration Date)

**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. Lutz (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 T. Lutz

**PRINT NAME**

President

**TITLE**

12/11/2024

**DATE**

**THE  
LUNZ  
GROUP**

Architecture | Interior Design

LIC AR94776

October 3, 2024

Steve McMillan  
Polk County Facilities Management  
2160 Marshall Edwards Drive  
Bartow, Florida 33830

**Re: Eagle Lake Fire Rescue Station  
TLG Project #24157.01**

Dear Mr. McMillan,

Thank you for the opportunity to provide our services to Polk County for the Fire Rescue Station to be constructed on the site at Eagle Lake. The proposal shall be performed under the Architectural/Engineering Services Master Agreement 19-004.

It is our understanding that we are to provide architectural and engineering services as it relates to a new Fire Rescue Station utilizing the Prototype previously designed on a new site in Polk County, Florida. The scope of this proposal covers site-specific design and Construction Phase Services. This proposal includes a re-use fee for Architectural, Structural, MEP & FP, including minor plan revisions.

This project is broken into three (3) tasks: Civil Engineering/Site Design and site adaptation coordination, Architectural & Engineering Services, including code updates, Construction Phase Services and Allowances.

**Civil Engineering and Site Design**

Services included: Design coordination meetings with Architect of Record (AOR), Engineers of Record (EOR) and other stakeholders, Fire Protection water tank storage and piping to building, Fire Protection water tank storage support slab structural design, Site Plan and Pre-application meetings, Environmental, Geotechnical Survey and engineering, Permitting Services to include Polk County Level 2, SWFWMD (Modification to the existing ERP), FDOH, Construction Phase services to include shop drawing reviews, RFI response and six (6) site visits related to site design and Completed Project Certification Services. It is assumed that this site has water available, and sewer will be provided via septic system designed and permitted by others. See attached Exhibit B for full scope of services.

\* Design duration is anticipated to be three (3) months after Notice to Proceed with milestones to be defined at initial kickoff meeting.

**Architectural, MEP & FP, Civil Site Adaptation Coordination**

Six (6) Bi-weekly virtual design, production, coordination owner meetings, On-site construction visits allotted are eighteen (18) during the course of construction, allowing for additional site visits outside of the traditional bi-weekly construction meeting for Pre-installation meetings, Punch-list and Final as needed (54 Hours budgeted for Arch./PM). Twelve (12) virtual OAC meetings (12 hours budgeted for Arch./PM). Review of all shop drawings (limited to two (2) times per specification section), RFI response, review of Pay application requests, and issuance of ASI/CCOs are included. Excessive RFIs, shop drawings, and CCOs will be billed back hourly.

**Deliverables include:**

- Bid/Permit documents for Civil, Landscaping & Irrigation, Structural, Architectural, Mechanical, Plumbing, Electrical and Technical drawings and specifications.
- Bid assistance
- Eighteen (18) Site visits by Architect or Engineer to review construction progress (54 hours)
- Twelve (12) virtual OAC meetings to review construction progress (12 hours)
- Respond to Contractor's requests for information (RFI)
- Assist Owner/End/GC user with minor plan adjustments
- Assist Owner in selection of current exterior and interior finishes
- Review product submittals and requests for product substitution - two (2) reviews per submittal
- Review Contractor's pay applications
- Assist with Project closeout inspections

**Our lump-sum fee for this project is broken into these tasks:**

**Site Design**

a. Meetings & Coordination	\$3,850.00
b. Natural Resource Assessment	\$7,000.00
c. Site Plan & Pre-application Meetings	\$3,850.00
d. Civil Site Design and Construction Documents	\$27,000.00
e. Drainage Calculations	\$9,000.00
f. Sitework Permitting	\$12,000.00
g. Civil Construction Observation	\$12,000.00
h. 100% Gopher Tortoise Survey	\$5,000.00
i. Geotechnical Engineering (Through Imperial)	\$13,000.00*
j. Permit Fee Estimated Allowance	\$5,000.00
k. Landscaping and Irrigation design	\$7,500.00
l. Site Adaptation	\$18,500.00

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**Sub-Total \$123,700.00**

**Architectural & Engineering**

m. Architectural Design Reuse Fee	\$28,000.00
n. Architectural Construction Phase Services	\$42,000.00
o. Pre-Construction Owner Review Meetings	\$2,000.00
p. Bidding Phase Services	\$3,000.00
q. Structural Construction Phase Services	\$4,880.00
r. MEP & FP Construction Phase Services	\$22,930.00

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**Sub-Total \$102,810.00**

**Site Design & Architectural & Engineering Sub-total \$226,510.00**

**Additional Services/Fire Tank Design (If Required)**

s. Fire Protection Tank Construction Documents	\$18,000.00
t. Fire Protection Tank Construction Phase Services	\$7,200.00
u. Fire Protection Tank Support Slab Structural Design	\$7,600.00

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**Sub-Total \$32,800.00**

**Site Design, Architectural & Engineering,  
 Additional Services/Fire Tank Design Total \$259,310.00**

**Allowances**

v. Allowances	\$15,000.00
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**Sub-Total \$15,000.00**

**Total with Allowances \$274,310.00**

\*Any additional drilling footage will be charged at \$15.00 per foot up to 50 feet and \$18.00 per foot up to 100 feet. We will let you know if any additional footage is required. Clearing appears to be required to access boring locations. The cost includes \$1,800 for clearing.

### **Hourly Rates**

Hourly rates will be determined by the Hourly Rate Schedule set forth in the Architectural/Engineering Services Master Agreement 19-004, Exhibit A.

### **Exclusions**

All services not explicitly explained in the above scope are excluded but can be provided for an additional fee at the Hourly Rates listed in this proposal.

- Zoning changes, land use changes or variances
- Surveying services including ALTA, boundary, tree, utility, easement, and foundation, topographic
- Subsurface retention system design
- Archeological and Historical Resources permitting
- FDOT driveway and drainage connection permitting
- Traffic Study
- Offsite Improvements
- Revisions to the drawings after approval is received from the Client.
- Revisions to the drawings due to changes or updates to any applicable municipal, building, or fire codes
- Revisions to the drawings for Value Engineering changes after Client has approved set.
- Easement or access agreement assistance
- Graphics & Monument signage design and permitting
- Environmental testing, monitoring, permitting, and/or relocation services
- Wetlands mitigation assistance
- Detection of site contamination or hazardous materials, including mold, asbestos, lead, etc.
- Certification of existing building or site's current conditions
- Radon Mitigation System Design or Services.
- Arborist services
- Design and drafting services for items which are normally provided by a specialty engineer including, but not limited to, precast structural elements, heavy timber elements, wood trusses, light gauge steel trusses, light gauge framing for soffits, walls, mansards curbs and miscellaneous framing and aluminum items.
- Threshold inspections
- Wind tunnel tests or construction materials testing
- Detailed cost estimates
- Additional Renderings beyond the scope of work
- PUD/Zoning Assistance
- Playground or Athletic Court Design
- As-built drawings
- Programming
- Green building consultant services
- Measured Drawings
- Existing FF&E Inventory
- Valuations/Appraisals of Existing FF&E
- Special Studies and Additional Surveys
- Art Selection and/or Procurement
- Kitchen Consultant
- Special Consultants
- Studies Related to Future FF&E
- Detailed Quotation Review
- Receive/Inspect/Accept/Reject Furniture

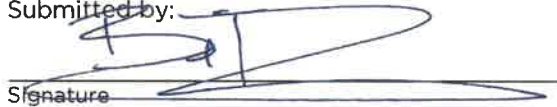
Eagle Lake Fire Rescue Station  
Polk County Facilities Management  
October 2, 2024  
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- Post-Occupancy Evaluations
- Operating Cost Analysis
- Extending Services after Project Completion
- Reviewing Extensive Number of Claims
- Vendor Default Services
- Damage Replacement Consulting
- Public or Legal Proceedings Activities
- Civil Engineering
- Aquatic Pool Design or Engineering
- On-site project Representation (B207™-2008)
- Visualization Services

We are ready to start this work immediately and look forward to continuing our working relationship with you. Upon acceptance of the proposal, a formal agreement will be sent for review and approval. Please let me know when you would like to begin the process.

Thank you for this opportunity.

Submitted by:



Signature

Bradley T. Lunz, AIA, NCARB  
Printed Name

CEO  
Title

October 2, 2024  
Date

Approved by:

Signature

Printed Name

Title

Date

Attachment: Civil Scope of Work

CC: Brit Kirby, The Lunz Group



October 1, 2024

Mr. Brad Lunz, AIA  
President  
The Lunz Group  
58 Lake Morton Drive  
Lakeland, Florida 33801

**Re:** *Eagle Lake Fire Rescue Station  
Civil Engineering Services  
Eagle Lake, Florida*

Dear Mr. Lunz:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this letter agreement ("Agreement") to The Lunz Group ("Client") to provide professional civil engineering services for the above referenced project. Our project understanding, scope of services, schedule and fees are below:

### PROJECT UNDERSTANDING

1. The project includes construction of an approximate 11,300 sf Fire Rescue Station building with associated paved parking/drive and stormwater areas. The proposed addition is located on an approximate 5.0 +/- acre portion of a larger parcel owned by Polk County (Parcel ID # 262905664500000470).
2. The site is located off Cameron Road which is listed under the Polk County roadway network list. The existing roadway appears to be 20 ft in width or less which does not meet County standards. It is anticipated the roadway will require widening within the property limits. Polk County Roads and Drainage are currently permitting improvements to Cameron Road. These improvements will be incorporated into the permit documents under this Agreement.
3. Based on readily available online information through the Polk County GIS Viewer (County GIS) system, the site does not appear to have wetlands or floodplain conditions onsite. It is assumed no wetland or floodplain permitting will be required.
4. The Client will provide copies of all available information pertinent to our services on the project and will be responsible for payment of all permit processing fees.
5. Water is available along Cameron Road and is provided by the City of Eagle Lake.
6. Sanitary will be handled by a traditional septic treatment system to be designed and permitted by the manufacturer and/or contractor.
7. The site is located within the City of Eagle Lake review jurisdiction but accesses a County Road (Cameron Road) and will require permitting through both jurisdictions.
8. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids, order materials, or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revisions until plans are fully approved and all permits are obtained.

## SCOPE OF SERVICES

### Task 1 – Meetings & Coordination:

Kimley-Horn will provide the following services:

- Kimley-Horn will attend meetings, either via teleconference or in person, with the Client and/or Client's representative to discuss the project.
- Kimley-Horn will coordinate with the Client's consultants (Landscape Architect, MEP, etc.) as requested to obtain additional information that may be required for use in engineering design and/or governmental submittals.

Budget assumes 16 hours of meetings and coordination time.

### Task 2 –Natural Resource Assessment:

Kimley-Horn will conduct a Natural Resource Assessment to identify potential wetlands and surface waters and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by state and/or federal protected species. In preparing this assessment, Kimley-Horn will conduct the following tasks:

- Review readily available natural resource documentation, previous environmental studies (provided by client, if available), existing permits (if available) and protected species information;
- Request and review information from the US Fish and Wildlife Service (USFWS), Florida Natural Areas Inventory (FNAI) and the Florida Fish and Wildlife Conservation Commission (FWC) regarding known occurrences of protected species on and near the subject property;
- Request and review information from the State Historic Preservation Officer (SHPO) regarding historic and archaeological resources;
- Review the Flood Insurance Rate Map (FIRM) to determine if the project is within the 100-year floodplain;
- Conduct site reconnaissance.

Following the site visit and database review, a Technical Memorandum will be prepared summarizing our findings, permit requirements if development proceeds on this site and additional surveys or evaluations required, if applicable. These additional services could include wetland permitting, specific protected species surveys, archaeological or historical surveys, etc. The following maps will be prepared:

- Location Map
- USGS Quad Map
- Soils Map
- Land cover map classifying the habitats on-site based on the Florida Land Use, Cover, and Forms Classification System (FLUCFCS) and showing approximate acreage of each land cover. The acreage of upland and wetland habitats shown will be approximate based on aerial interpretation. Field flagging of wetland and surface water areas is not included in this scope of work.
- Protected Species Map (if applicable)
- FEMA FIRM Map

This scope is a due diligence level review and does not include detailed species surveys, with the exception of the 100% gopher tortoise survey covered in **Task 3** below. Some species require multiple day surveys; however, it is unknown what species could potentially occur on the project site. Thus, if during this investigation it is determined that additional field surveys are required to meet the state and federal survey protocol, the client will be notified and a cost for the additional survey will be prepared. This scope does not include protected species permitting, if required.

### **Task 3 – 100% Gopher Tortoise Survey**

In accordance with the FWC guidelines, one (1) 100% gopher tortoise survey will be performed to locate potentially occupied and abandoned gopher tortoise burrows within the project area. Burrows will be located with GPS and activity status will be noted. The results of the survey will be summarized in a brief memorandum with a graphic depicting the burrows identified during the field survey.

Per the guidelines, the 100% survey is only valid for 90 days. If gopher tortoises are found and more than 90-days elapses between the 100% survey and project construction, another 100% survey will be required. If no gopher tortoise burrows are found, another survey is recommended after the instillation of silt fence to assure no new burrows have been created within the project footprint.

If any potentially occupied or active burrows identified during the 100% survey will be impacted by the proposed development, a gopher tortoise relocation permit from the FWC and gopher tortoise relocation will be required.

### **Task 4 – Site Plan & Pre-Application Meetings:**

- Using a Client provided AutoCad digital file of the conceptual site plan, Kimley-Horn will prepare an engineered site plan and attend one meeting with Client and interested parties to review the site plan. Kimley-Horn will perform one (1) round of changes to the site plan per the results of the meeting for final approval by the Client.
- Upon approval of the site plan by the Client, Kimley-Horn will submit the site plan to the Polk County Design Review Committee (DRC) for comment and attend one (1) DRC Pre-Application meeting. The site plan will be updated based on DRC Pre-Application comments, as appropriate.

### **Task 5 – Civil Site Design & Construction Documents**

Kimley-Horn will prepare civil engineering construction documents using the Client approved site plan prepared in Task 4 to include:

- Civil Site Drawings to include:
  - Cover Sheet
  - Erosion and Sedimentation Control
  - Site Demolition and Clearing
  - Grading, Paving and Drainage
  - Stormwater Management

- Roadway Widening Plan and Cross-Section Sheets (incorporated from the County Roads and Drainage plan for Cameron Road)
  - Utilities including potable water connection. Sanitary will be handled by a traditional septic treatment system to be designed and permitted by the manufacturer and/or contractor. The generic system will be depicted on the plans with callouts stating responsible parties for design and permitting.
  - Civil Site Construction Details
  - Utility Details including communication tower (if required) details provided by the Client
  - Stormwater Pollution Prevention Plan
- Kimley-Horn will coordinate with Client to incorporate other utility services designed by others into the drawings. Such utilities shall be provided by the Client as an Xref in an AutoCad format. Such utilities may include, but are not limited to, electric, natural gas, fire suppression, telephone/telecom. Site lighting pole foundations, if any, will be included if provided by the Client as an Xref.
  - Kimley-Horn will prepare specifications in the form of on-drawing notes. A separate specification manual is not included in this proposal.
  - Coordinate with Client's Landscape Architect for inclusion of Landscape and Irrigation plans into the Civil Site Construction drawings.

## **Task 6 – Drainage Calculations**

Kimley-Horn will prepare drainage calculations consistent with the City of Eagle Lake and SWFWMD's design criteria for the stormwater management system associated with the project, as applicable. The drainage calculations will be used to size required ponds and set grades for the site. Hydraulic calculations will be prepared to size the stormwater collection and conveyance system. Consultant will prepare a stormwater report summarizing the analysis and results.

## **Task 7 – Site Work Permitting**

Kimley-Horn will prepare permit applications and supporting documents that will be required in order to authorize the proposed construction activity. The following agencies will be involved in the permitting process:

- City of Eagle Lake – Site Plan Review
- Polk County Level 2 Review (ROW Access)
- Southwest Florida Water Management District (SWFWMD) – Environmental Resource Permit

Kimley-Horn will attend one (1) meeting per regulatory agencies. Revisions to construction documents are limited to two (2) per agency.

## Task 8 – Construction Observation Services:

Based on the approved construction documents, Kimley-Horn will provide the following construction phase services:

- Pre-Construction Meeting - Attend one (1) Kick-off/Pre-Construction meeting with the Contractor and City/County representatives prior to commencement of work. Two (2) hours are assumed for budgeting purposes.
- Requests for Additional Information – Respond to reasonable and appropriate Contractor requests for more information, as provided to Kimley-Horn by the Client, and issue clarifications and interpretations of the Contract Documents to Client, as appropriate, to orderly completion of Contractor's works. Any change orders authorizing variations from the Contract Documents will be made by the Client. Ten (10) hours are assumed for budgeting purposes poses.
- Shop Drawings - Review one (1) round of Shop Drawings and approve or take other appropriate action with respect to Shop Drawings and other data which Contractor is required by agencies to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals, or other action, will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction, or to related safety precautions and programs and does not constitute substitution of design changes or replacement of City/County standard details. Eight (8) hours are assumed for budgeting purposes.
- Site Visits and Construction Observation - Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits as requested by the Client and/or at intervals appropriate in order to observe the progress of the Work. Site visits to observe construction of site improvements related to the certification of completion for applicable agencies are as listed below:
  - Two (2) site visits at three (3) hours per visit including travel time to observe construction of the on-site storm sewer system including connection to existing pipe, inlets, and proposed pipes;
  - One site visit for three (3) hours to observe construction of on-site sub-grade, base and pavement including travel time;
  - Attend County pre-final site walk (one punch list evaluation meeting) for four (4) hours including travel time;

Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the Work by writing a brief description of the site visit and forwarding it, along with photographs, if applicable, to the Client.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such

visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Kimley-Horn shall not have the authority to stop the Contractor's work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- **Substantial Completion & Certification** – Promptly after notice from Kimley-Horn that it considers the entire Work ready for its intended use, in company with Client, conduct one (1) site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list. If after considering any objections of Client, Kimley-Horn considers the Work substantially complete, Kimley-Horn will provide written notification of substantial completion to Client.
- Kimley-Horn will review one (1) round of "as-built" drawings as prepared by a surveyor registered in the State of Florida, project observation notes and photos, and test reports. It is assumed the "as-built" drawings are prepared by the Client's surveyor. Using the As-Built drawings to prepare record drawings and statements of completion for:
  - City of Eagle Lake
  - Polk County Land Development
  - SWFWMD for Environmental Resource Permit

## **Task 9 – Geotechnical Engineering**

Kimley-Horn and Associates will subcontract with Imperial Testing and Engineering, Inc. to provide a geotechnical engineering evaluation for the proposed site infrastructure and building to include:

- Call in a utility locate.
- Mobilize to the site with drill rig and water trailer.
- Install four (4) standard penetration tests (SPT) to 40 feet deep inside the foot print of the building.
- Install seven (7) soil borings to 10 feet in the proposed pavement areas.
- Install six (6) soil borings to 15 feet in the proposed stormwater pond area.
- Conduct horizontal and vertical permeability tests at two locations within the pond.
- Determine the seasonal high-water table at select boring locations.
- Abandon the boreholes with native soil or bentonite.
- Conduct necessary laboratory testing for classification purposes up to: 8 -200 washes, 2 Atterberg Limit, 2 Loss on Ignition
- Prepare a subsoil report with recommendations for foundation, pavement and stormwater pond design.

## **Task 10 – Fire Protection Tank (if required)**

The site fire station fire protection water storage tank design shall be based on the following:

- The site fire station fire protection water storage tank design system will be designed based on the program requirements provided by the Client at the initial project kickoff meeting.
- The storage tank design is limited to the pre-manufactured storage tank being sized to maintain a specific drawdown in GPM for a specific length of time, both provided by the owner.
- Piping between storage tank and building.
- Coordination with the buildings MEP engineer is anticipated in the scope of services.

### Task 10.1 – Construction Documents (Fire Protection Tank)

- Prepare one CD progress submittal at approximately 50% CDs
- Respond to 50% Construction Document design review comments.
- Prepare one CD permit submittal at approximately 90% CD's. This submission is for permitting only and not for construction.
- Respond to 90% Construction Document design review comments.
- Submit 90% CDs for permit set only, not for construction.
- Prepare final Construction Document drawings and specifications for Bidding.
- Specifications will be prepared as standard sheet specs, or book specs.
- Submit stamped and signed PDF drawings and specifications for building permit application and final building permit coordination. All municipal permit coordination is to be handled by the project architect.
- Kimley-Horn will prepare for and attend three (3) meetings virtually

### Task 10.2 – Construction Phase Services (Fire Protection Tank)

Site Visits and Construction Observation. Consultant will make visits up to two (2) site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Shop Drawings and Samples. Consultant will review Shop Drawings and Samples and other

data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Substantial Completion. When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items except for those identified on a final punch list.

Final Notice of Acceptability of the Work. Consultant will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.

Construction Meetings. Consultant will attend up to three (3) construction meetings (virtually via Teams) during the construction process.

## **Task 11 - Fire Protection Water Storage Tank Support Slab Structural Design (if required)**

The fire protection water storage tank structural support slab design shall be based on the following:

- Kimley-Horn will design the concrete pad to support the storage tanks for gravity, wind, and flood loading.
- Storage tank frame and anchorage to the concrete pad will be provided by the tank manufacturer.
- Kimley-Horn will provide signed and sealed structural drawings and calculations for permitting with Polk County
- KH will respond to one round of County comments. Additional rounds of comments will result in an additional service.
- KH will review one shop drawing for elements designed by Kimley-Horn as the Engineer of Record.

## **Task 12 - Additional Services – Hourly as Requested**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. The Client will be notified prior to initiating additional services. Additional services include, but are not limited to, the following:

- MOT plans
- Traffic study
- Engineer Opinion of Construction Cost
- Landscaping and Irrigation
- Sand Skink surveys
- Survey services
- Preparation of sketch and legal descriptions for proposed easements
- Design for signage, irrigation, hardscape, and enhanced landscaping

## SERVICES NOT INCLUDED

The following services are not included in this Agreement:

- Subsurface Utility Locates (SUE)
- Cultural Resource Assessment Survey
- Architectural or structural engineering services
- Site lighting
- Hardscape design
- Environmental Site Assessments, hazardous material surveys or abatements.
- Grease traps, oil/grit separators, fuel tanks, pumps or other hazardous material storage/ secondary containment.
- Tortoise relocation and permitting fees
- Any environmental permitting not specifically included.
- Tree mitigation surveys or services.
- Any services not specifically defined in the Scope of Services

## INFORMATION PROVIDED BY CLIENT

The following information shall be provided by the Client. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

- Site boundary and topographic survey in AutoCAD Civil 3D and PDF (digitally signed/sealed)
- Site record and/or asbuilt drawing information for the existing site in AutoCAD
- Permit application/review fees
- Architectural Conceptual Site Plan in AutoCad Format
- SUE survey for offsite utility extension, if required

## COMPLIANCE WITH LAW AND CODES

Kimley-Horn shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Consultant to reasonable adjustments in schedule and compensation. The Client acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are

sometimes in conflict, and in that circumstance the Consultant's sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

## PERMITS AND APPROVALS

Kimley-Horn has no control over the actions of jurisdictional agencies and is not a party to agreements between the Client and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. Kimley-Horn does not guarantee the outcome of permits and entitlements, or suitability will not vary from its opinions.

Because its opinions are based upon limited site investigation and scope of services, Kimley-Horn does not guarantee that all issues affecting the site have been investigated

## SCHEDULE

Kimley-Horn will provide services on a mutually agreed upon schedule.


## FEE AND BILLING

Task	Description	Fee
1	Meetings & Coordination	\$3,850
2	Natural Resource Assessment	\$7,000
3	100% Gopher Tortoise Survey	\$5,000
4	Site Plan & Pre-Application Meetings	\$3,850
5	Civil Site Design & Construction Documents	\$27,000
6	Drainage Calculations	\$9,000
7	Sitework Permitting	\$12,000
8	Construction Observation	\$12,000
9	Geotechnical Engineering	\$13,000*
10	Fire Protection Tank (if required)	
	10.1 Construction Documents	\$18,000
	10.2 Construction Phase Services	\$7,200
11	Fire Protection Water Storage Tank Support Slab Structural Design (if required)	\$7,600
12	Additional Services	Hourly as Requested
	Permit Fee Estimated Allowance	\$5,000

\*Any additional drilling footage will be charged at \$15.00 per foot up to 50 feet and \$18.00 per foot up to 100 feet. We will let you know if any additional footage is required. Clearing appears to be required to access boring locations. The cost includes \$1,800 for clearing.

### KIMLEY-HORN AND ASSOCIATES, INC.

By:   
 Jason A. Alligood, P.E.  
 Senior Project Manager

By:   
 Jared M. Wynn, P.E.  
 Senior Project Manager