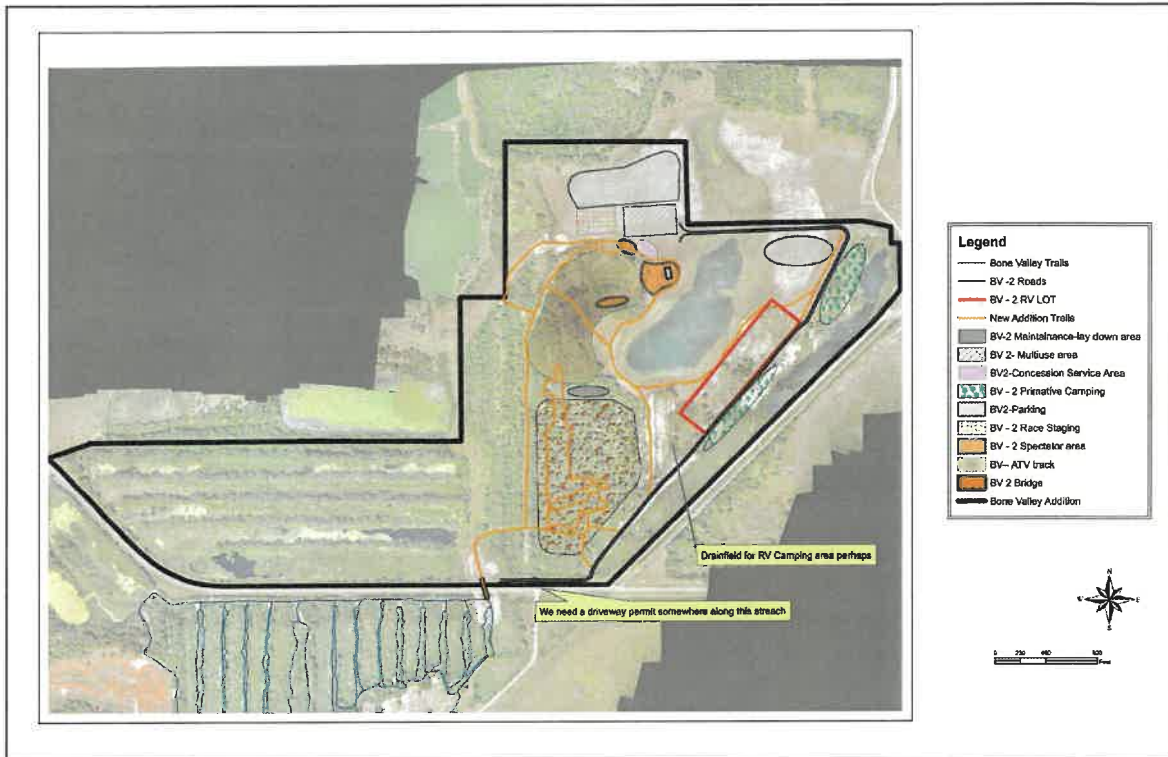


EXHIBIT A
SCOPE OF SERVICES

Exhibit "A"

PROPOSAL for Professional Services BONE VALLEY ATV PARK



Prepared for:



Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830



March 2025

PROPOSAL
for
Professional Services
BONE VALLEY ATV PARK

Prepared for:



Parks and Natural Resources
4177 Ben Durrance Road
Bartow, FL 33830

Prepared by:



201 North Franklin Street, Suite 400
Tampa, Florida

March 31, 2025

Bone Valley ATV Park-North Property
Polk County Parks and Natural Resources
CSA No. 2022-064-03
Proposal for Professional Services

Project Intent

Polk County Parks and Natural Resources (PNR) intends to design and construct a campground and support facilities on County owned property located at 10426 Highway 630 West (CR 630), Fort Meade, Polk County, Florida 33841. The Polk County Board of County Commissioners (Owner) acquired this property from Mosaic for use as an ATV park. The expected result is to have a fully developed site plan for the north side of the park and construction plans with all permitting in place to bid the components of the campground, roads, and support facilities.

Project Description

This project will take place on the approximate 332-acre expansion of the existing Bone Valley ATV Park, located in southwest Polk County, approximately 9.5 miles west of Ft. Meade along CR 630. The park expansion will provide trail riding facilities for off road vehicles and motorcycles along with a campground with RV sites.

The project involves data collection and analysis, plan development, preparation of design and construction drawings, specifications, cost estimates, and permitting. The design for the project is expected to be completed within approximately 365 days or to project completion. The project schedule will extend until all permit close outs are completed.

Property Description

The property is located in southwest Polk County, in Township 31, Range 23, Section 36, and Township 31, Range 24, Sections 30 and 31, and composed of three (3) parcels:

- Parcel 24-31-31-000000-011030 194.63 acres
- Parcel 24-31-30-000000-022020 81.94 acres
- Parcel 23-31-36-000000-012010 55.54 acres

Summary – Design Requirements

1. Architectural Services
 - a. It is the intent of the County to use existing bathhouse/restroom and grand pavilion design from The Luntz Group. Additional buildings

- will be precast, “drop in place” buildings from Leesburg Concrete and kit shade structures from RCP shelters or equal
 - b. Architectural 3D perspective drawings
 - c. Design development site plan
- 2. Civil and structural engineering services
 - a. Traffic study, roadway entrance design and permitting, internal roadway system and parking surfaces construction details
 - b. Grounds preparation and drainage details
 - c. Layout of RV park
- 3. Mechanical Engineering Services
 - a. Well location(s) and potable water permitting and distribution design
 - b. Sanitary system design, specifications, permitting & installation details
- 4. Electrical Engineering Services
 - a. Power distribution design
 - b. Telephony
- 5. Quality Surveying
 - a. Concept Design cost plan
 - b. Design Development preliminary cost estimates
 - c. Detailed construction drawings and detailed bills of quantities
- 6. Geotechnical studies
- 7. Carry out geotechnical studies on the RV campsite and roadway
- 8. Environmental Impact Assessment
- 9. Surveying and mapping
- 10. Any other relevant design service(s)

Professional Scope of Services

Project Delivery Method

The Project Team’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.

Summary of Scope

Buildings

- Check in gate house / security
- Maintenance shed
- Bath houses / washrooms
- Grand pavilion / restrooms

- Concession area

Spaces

- 250 car parking (illuminated)
- Mobile home pad with utilities of caretaker
- Food truck multi-use concrete pad
- 66 pad RV / trailer campground with hookups
- Gray water / sanitary pump out
- Entry from SR 630
- Access / roadways from entry to site components

Service Disciplines

- Architectural Design
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing / Fire Protection Engineering
- Civil Engineering
- Traffic Engineering
- Wetland and Ecological Assessment
- Geotechnical Assessment
- Design Surveying

Deliverables – Summary (see Deliverable Table)

- Kickoff meeting
- Geotechnical Assessment
- Ecological Assessment
- Traffic Analysis Study
- Driveway Connection Permit
- Environmental Resource Program (ERP) Permit
- Site Survey
- Concept Plan
- 30% Schematic Design Plans
- 60% Design Development Documents / Plans
- 90% Construction Documents / Plans
- Final Design Plan Package for submission for permit and issued for bid
- Opinion of Probable Cost – all Design Disciplines all Phases
- Polk County Land Development Pre-Application Meeting Report

Services NOT Included in this Proposal

The following services are currently **not included** in this proposal:

- Motocross, Racetrack and Racecourse Design
- Contamination Assessment
- Quantity Surveying – Detailed cost estimate by outside estimator (at this time)
- Trail Wayfinding Signage
- U.S. Army Corps of Engineers Permitting
- Construction Phase Services or Construction Engineering Inspection (CEI)

Project Team

- **Kisinger Campo & Associates, Corp.**
 - Project Management
 - Environmental and Engineering Design Support
 - Wetland and Ecological Assessment
 - Environmental Permitting Support
 - Preliminary Gopher Tortoise Survey (20% survey)
 - Traffic Analysis Studies
- **CivilSurv, Inc.**
 - Design Survey
- **Madrid Engineering / CPWG, Inc.**
 - Geotechnical Assessments
- **Greenman-Petersen, Inc.**
 - Water Use Planning and Permitting
- **Archaeological Consultants, Inc.**
 - Cultural Resources Assessment
- **The Lunz Group Design Team**
 - Architectural Services
 - Structural Engineering
 - Mechanical Engineering
 - Electrical Engineering
 - Plumbing / Fire Protection Engineering
 - Utilities Analysis
 - Civil Engineering
 - Drainage Analysis
 - Permitting
 - Opinion of Probable Cost – all Design Disciplines and Aspects of Construction

Design Phases and Deliverables

I Conceptual Design Services

- **Project Initiation** - Project activities will commence within two (2) weeks after receipt of written authorization of Notice to Proceed (NTP), and pre-design information. A detailed project schedule will be provided within two weeks of NTP. Preliminary estimates of time associated with each phase of work are included below and will be further refined based on PNR review requirements. The Project Team shall prepare a preliminary evaluation of the program, schedule, project site, and other initial information as required. The Project Team shall submit the Conceptual Design Documents to the PNR Project Manager for approval. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.
- **Deliverables** - Conceptual Design Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - Pre-Design Package Executive Summary (11 x 17 digital presentation)
 - Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations, and renderings.
- **Meetings**
 - Virtual Kick-off Meeting, Site visit (one [1] in-person, all disciplines)
 - Informing Meeting (one [1] Virtual, all disciplines)

II Schematic Design Phase Services – 30% Plans

- The Project Team shall prepare the Schematic Design Documents and provide them to the PNR Project Manager for approval. The Project Team will revise the Schematic Design Documents based on one (1) round of comments and feedback on the Schematic Design Phase and shall provide the revised Schematic Documents (Scheme B) for any comments additional by PNR. Additional modifications to the Schematic Design Documents will be accomplished in subsequent phases of the project. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.

- 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 (30% design) will address the site and building massing, access and circulation, views to/from the building(s), concepts for grading, paving and water retention, as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, and preliminary Structural System.
- An Ecological Site Assessment will be performed for the property focusing on the footprint of the proposed improvements based on the Schematic Design. The limits of wetlands and other surface waters will be delineated and collected in a GPS data collector. The limits of wetlands and other surface waters in the linear mining pits near the proposed trail network will be approximated using survey data and existing LiDAR. A general wildlife survey will be conducted concurrently with the wetland work to identify wildlife utilization and potential protected species involvement. The results of the Ecological Site Assessment will be documented in an Environmental Technical Memorandum to support environmental permitting of the project.
- A Preliminary Gopher Tortoise Survey will be performed in accordance with current Florida Fish and Wildlife Conservation Commission (FWC) Guidelines to document potential involvement with this species. The preliminary survey will cover approximately 20% of the suitable habitat potentially impacted by the project and extend 25 feet outside of the proposed project footprint. No sand skink or blue-tailed mole skink habitat has been mapped in the project area, so a sand skink coverboard survey will not be required. No other species-specific wildlife surveys will be performed but may ultimately be required. The results of the gopher tortoise survey will be documented in a Gopher Tortoise Preliminary Survey Technical Memorandum. Coordination with FWC and gopher tortoise permitting is not currently included in the scope.
- A Topographic Survey will be prepared by CivilSurv, Inc. for the project area using a combination of LiDAR and field survey along CR 630. No tree or boundary survey services are currently included.

- A Design Geotechnical Exploration will be performed by Madrid Engineering / CPWG, Inc. The results of the subsurface investigations will be presented in a Preliminary Geotechnical Report documenting the findings of the exploration.
- A Cultural Resources Assessment Survey (CRAS) will be prepared by Archaeological Consultants, Inc. (ACI). Due to the extensive mining alteration on the property, a desktop/reconnaissance level analysis will be performed and documented in the CRAS. Although unlikely, if any historic resources are documented on the property, these will require recordation, which can be performed under the contingency budget.
- **Deliverables** – Schematic Design Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - o Deliverables for this phase shall include schematic floor plans, elevations, and diagrammatic sections.
 - o Environmental Technical Memorandum
 - o Gopher Tortoise Preliminary Survey Technical Memorandum
 - o Topographic Survey
 - o Preliminary Geotechnical Report
 - o Cultural Resources Assessment Survey
- **Meetings**
 - o Schematic Design Progress Meeting (one [1] virtual, all disciplines)
 - o Schematic Design Presentation (one [1] in-person, all disciplines)

III Design Development Phase Services - 60% Plans

- Based on the Owner's approval of Schematic Design Documents, the Project Team shall prepare Design Development Documents for the PNR Project Manager's approval. The Design Development Documents shall also include outline specifications. The level of completion for this design set will be approximately 60%. Written approval from the PNR Project Manager shall be required prior to commencement of subsequent phases of Project Development.
- The Project Team will evaluate utility requirements for the project:
 - o Check availability and capacity
 - o Initiate approval process by utility companies
- A Traffic Analysis Study will be conducted to support access permitting and entrance roadway design. The Traffic Analysis study will be based on the

Schematic Design criteria. A Traffic Analysis Technical Memorandum will be prepared.

- **Design Development Deliverables** – Design Development Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below. The following are elements that shall be included, and not limited to, the Design Development Deliverable package.
 - Drawings
 - Overall illustrative Site Plan
 - Paving and Landscaping Plan with Utilities
 - Typical Site Sections
 - Typical Site Details
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
 - Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Interior Elevations for expressing interior materials and finishes, (excludes Interior Design Services)
 - Schedules
 - Room Finish Schedule
 - Door Schedule
 - Structural (with element sizes)
 - Foundation Plan
 - Floor Framing Plans
 - Roof Framing Plans
 - Details
 - Mechanical
 - System Layout Plans with Vertical Shafts, Air Intake and Exhaust, Equipment Rooms, and Roof Mounted Equipment
 - Distribution and Riser Diagrams
 - Electrical
 - Lighting Layouts
 - System Layout Plans with Vertical Risers and Equipment Rooms

- Distribution and Riser Diagrams
 - Traffic
 - Traffic Technical Memorandum
 - Draft Specifications
- **Meetings**
 - Design Development Progress Meeting (one [1] in person, all disciplines)
 - Design Development Meeting (one [1] virtual, all disciplines)

IV Construction Documents Phase Services - 90% and Final (100%) Plans

- The Project Team will provide Construction Documents based on the approved Design Development Documents submission and updated project budget. The Construction 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.
- **Construction Documents (90% Plans Issued for Owner Approval)** - The Project Team shall prepare Construction Documents for the PNR Project Managers approval. The level of completion will be approximately 90%.
- **Construction Documents (Issued for Building Permit / Bid)** - The Project Team shall prepare Construction Documents for Issuance for Building Permit / Bid.
- **Construction Documents (100% Plans Issued for Construction)** - Pending any review comments from the building department and inclusion of bidding addenda, the Project Team will develop Final Construction Documents - Issued for Construction (100%).
- **Deliverables** - Construction Document Deliverables are detailed in the attached proposal from the Lunz Group and are outlined below.
 - Final Construction Documents
 - Final Specifications

- **Meetings**

- Construction Documents Progress Meeting (one [1] in person, all disciplines)
- Virtual Meetings (three [3], all disciplines)

V Bidding Phase Services

- The Project Team will provide limited supporting services during the Bidding Phase to include:
 - Attendance at one on-site pre-bid conference (required disciplines)
 - Preparation of responses to bidders' requests for clarification

VI Construction Phase Services

- No Construction Phase Services to support the Owner during the construction of the project are included.

VII Post Completion Services

- No Post Completion services are included.

FDEP Mining and Mitigation Program Permitting

This Scope of Services includes coordination and permitting activities to ensure compliance with the Florida Department of Environmental Protection (FDEP) Mining and Mitigation Program (MMP). The property was previously mined for phosphate and the property is encompassed by two (2) Reclamation Plans under the jurisdiction of the FDEP MMP. One of these Reclamation Plans (WRG-HP-01[B][2]) is still within the 5-year monitoring period. Modification of this Reclamation Plan was done in 2023 and identifies the intended land uses consistent with the current conceptual plan for the property. However, discussions with FDEP MMP resulted in identifying the potential for new MMP permitting (there is not an active permit for the property), and further modification of the existing Reclamation Plan to be consistent with the ultimate plans developed for the property, as well as accounting for any changes to reclamation revegetation documented in the 2023 Modification. Therefore, this Scope of Services includes coordination with FDEP MMP, a Technical Memorandum documenting the coordination, and modification of the Reclamation Plan (2023 Modification) to be consistent with the ultimate design of the project.

Water Use Planning and Permitting

This Scope of Services includes planning and permitting activities intended to secure a Water Use Permit (WUP) from the Southwest Florida Water Management District (SWFWMD). The project is in the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI) area. This Scope of Services assumes that this permit for water needed to support and operate the facility will fit within the threshold of a SWFWMD WUP General Permit by Rule. Work efforts needed to secure an Individual WUP are not included in this Scope of Services and will require supplemental services, which may include, but are not limited to, groundwater modeling, drawdown analysis and Minimum Flow and Level (MFL) site impact assessments, individual surface water environmental impact assessments, and mitigation of net Upper Floridan Aquifer (UFA) drawdown and any unacceptable impacts on surface water features. Due to criteria used by SWFWMD during evaluation of the WUP application, PNR is assumed to be the applicant on the WUP application (not Polk County Utilities), at this time. Please refer to additional details provided in the Greenman-Petersen, Inc. proposal, included by reference.

Well Construction Permit

This Scope of Services includes securing a well construction permit with his effort paid for from the Contingency Budget. A well contractor was contacted, and a written proposal was requested. Due to the amount of current unknown conditions regarding the exact type, size, and requirements of the well, as well as related issues with the WUP, described above, a written proposal for obtaining the well permit was not provided. However, through discussions with the well contractor, it is assumed that cost of the well permit can be accommodated within the Contingency Budget. The cost of constructing the well on site, and any required testing (e.g., BAC-T testing) is not currently included in this Scope of Services but will be further evaluated with the PNR as the project design progresses.

Project Cost Estimates

This Scope of Services does not include detailed estimates of construction cost by a professional Cost Estimator or General Contractor, at this time.

The Project Team will provide preliminary construction cost estimate based on unit prices for planning and preliminary budgeting purposes by the Owner. The Project Team will prepare Preliminary Estimates of Probable Construction Costs at the completion of the Phases listed below.

- During Conceptual Design (estimated June 2025)
- Conceptual Design Phase
- Schematic Design Phase

- Design Development Phase
- Construction Documents Phase

The Project Team will also provide documents for others to prepare detailed cost estimates. A professional Cost Estimator or General Contractor familiar with current local construction industry prices can be engaged on behalf of PNR, to assess the cost of the design at the end of the selected design phases. While we will endeavor to provide our design services for the project to meet the budgetary requirements set forth by PNR Project Manager, it is to be recognized that the Project Team has no control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over the current competitive bidding, market, or negotiating conditions. The Project Team shall be entitled to rely upon the accuracy and completeness of cost estimates prepared by others and provided by the PNR Project Manager. This Scope of Services is not based on a fixed limit of construction cost.

Qualifications

Attached Proposals from Design Professionals Proposing Services on this Project - The proposals from design professionals included as attachments to this Scope of Services are incorporated and made part of this proposal for professional services. Should conflicts among terms and conditions arise, the terms and conditions in these attached proposals will be subordinate to the terms and conditions included in the final CSA (CSA No.: 2022-064-03) and Master Agreement (2022-064) between Polk County and Kisinger Campo & Associates, Corp.

Existing Conditions - The Project Team will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the site or existing structures, if applicable.

Software - The Project Team will utilize REVIT and / or AutoCAD software for production of drawings. Drawings will be distributed within the Project Team in AutoCAD format. All CAD drawings shall be georeferenced and delivered to PNR in a format usable by ESRI GIS. For Specifications and Finish Schedules, the Project Team may use any or all the following software: Excel, Word, Studio Designer, InDesign, or AutoCAD. The Project Team will provide design documents based on a mutually agreed upon program format, schedule, and budget for the project.

Printed Plan Sets – This Scope of Services and fee includes providing two (2) sets of printed plans at the completion of each design phase for review by the PNR Project Manager.

Additional Services - The following summary includes items and services that are considered additional to the proposal outlined above. These services will only be provided if requested and approved in writing by the PNR Project Manager and will be billed at the hourly rates noted in the attached proposals or a mutually agreed upon lump sum fee.

- Demolition documents.
- 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 this proposal, as provided above.
- Detailed Cost Analysis (Quantity Survey) of the project by a professional estimator or General Contractor.
- 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 this proposal, as provided above.
- Substantial Completion Inspections.
- Final Completion Inspections.
- Services in connection with the activities of separate construction contractors.
- On-Site Observation or Construction Engineering and Inspection (CEI).
- Professional services due to default of the Owner's consultants, other design professionals, General Contractor or by major defects in the work.
- Coordination with governmental authorities, in excess of that included in this proposal, as provided above.
- Submissions for government approvals other than for building permit and other environmental permits included in this proposal, as provided above.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the PNR's other consultants' drawings and specifications requiring adjustments and modifications to the Project Team's drawings and documents.
- Multiple Reviews of Shop Drawings and Submittals.
- Acoustical Design Services.
- Building Commissioning Services.

- Renderings and Models beyond those stipulated in this proposal.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis outside of analysis for the structures to be designed and constructed.
- Life Cycle Analysis.
- Tenant Design Criteria.
- Planning and design of tenant or rental spaces.
- Lease Plans.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in this proposal, as provided above.

Owner's Responsibilities

Prior to commencement of the work, PNR shall furnish to the Project Team full information as to their design requirements, operational standards and guidelines, preliminary program, proposed 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.

PNR shall designate a single representative authorized to act on the Owner's behalf who shall make decisions with respect to the project. The Project Team will designate a main contact for project coordination. The authorized representative shall examine the design documents submitted by the Project Team and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the process of Project Team's design services.

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

PNR will provide conceptual bubble diagrams, boundary survey(s), design information and specifications for buildings, existing permits, and all other information available for the project.

PNR warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, PNR is the copyright owner of such

information or has permission from the copyright owner to transmit such information for its use on the project.

Design Approval - PNR shall designate a project manager as the main contact for communication with The Project Team in relation to this project. The Project Team will designate a main contact for project coordination. PNR and the Project Team agree to immediately notify each other in writing of any change to the project manager and/or their contact information. PNR's project manager shall have the authority to administer all aspects of this contract on behalf of Owner. PNR's project manager shall attend all project meetings with the Project Team, particularly the initial kick-off meeting, and shall ensure that any other members of Owner's staff required for approvals are also in attendance at the initial kick- off meeting.

Compensation for Professional Services

The Project Team will provide professional services on a lump sum basis as presented in this proposal. The Owner shall compensate The Project Team with a Lump Sum Fee for each Project Deliverable in accordance with the Deliverable Table, for deliverables and services completed and accepted by the PNR Project Manager.

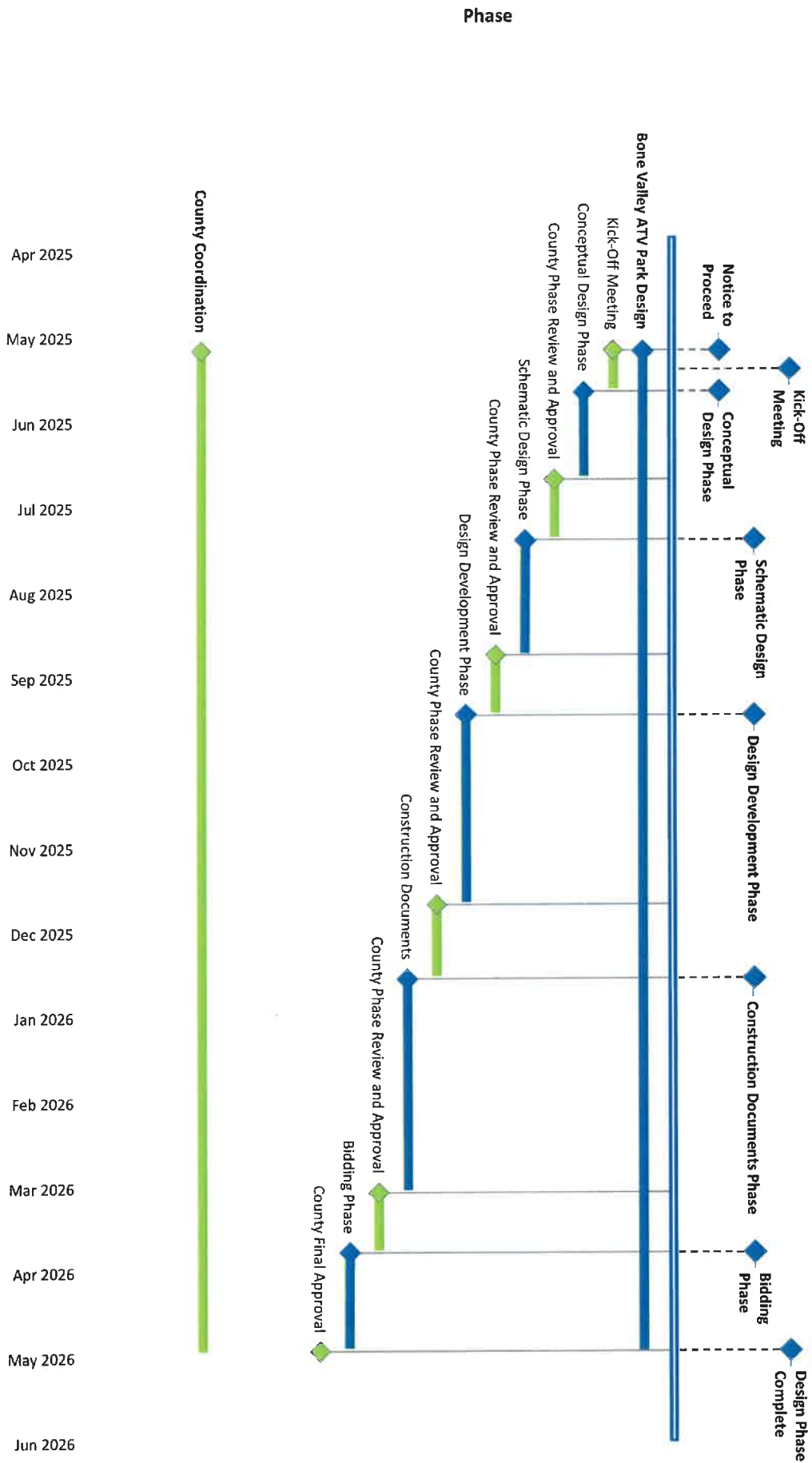
Invoices shall be prepared and submitted periodically to the PNR Project Manager and include lump sum fees for milestone billing at 50% complete and 100% complete for each deliverable shown on the Deliverable Table and accepted by the PNR Project Manager. The Owner is responsible for the cost of all permits (permit application and notification fees will be paid by the Owner by direct reimbursement as include on project invoices).

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. Advanced written approval from the PNR Project Manager is required to perform any additional services. Performance of services to be paid for under any contingency amount included in the project budget requires prior written approval from the PNR Project Manager. The additional services will be performed at the hourly rates included below or for an agreed upon lump sum.

revised March 31 2025

Permit Application and Noticing Fees will be paid and reimbursed directly by the County

Bone Valley ATV Park and Campground Design Schedule



Survey Proposal
CivilSurv, Inc.

March 1, 2024
Robert Whitman, Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo & Associates
201 N. Franklin Street, Suite 400
Tampa, FL 33602
Email: RWhitman@kcaeng.com

RE: Polk County Parks & Natural Resources Bone Valley ATV Park Site Development

Dear Mr. Whitman,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project in Section 30 and 31, Township 31 South, Range 24 East. We look forward to working with KCA toward the successful completion of this project for Polk County BOCC.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide a topographic survey for the design of the park. We will provide topographic information along CR 630. The limits of the survey along CR 630 will be within the existing right of way along CR 630 from 200 feet west of the new bridge to the eastern property line of the site, approximately 1,400 linear feet. For the topographic mapping within proposed park limit existing LiDAR data from 2017 will be used. This data is in the form of a point cloud and will be used to create a digital terrain model. Then merged with the survey collected along CR 630 so there is one survey file with a contiguous surface.

A tree survey, bathymetry of ponds and a boundary survey are not included in this scope.

The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

II. DELIVERABLES

CivilSurv will provide a MicroStation 3D CADD file, if preferred an Open Roads Design File, and a signed and sealed survey drawing.

III. FEES

The topographic services described above will be invoiced for the lump-sum fee of \$19,500.00.

IV. SCHEDULE

These services can be completed 10 weeks from notice to proceed.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with KCA. If this proposal is acceptable, please provide a sub-consultant agreement. If you have any questions or comments, please contact me.

Sincerely,



Kenneth T. Glass, PSM
Vice President of Surveying and Mapping



Geotechnical Proposal
Madrid Engineering / CPWG, Inc.



February 21, 2024

Mr. Robert Whitman

KCA

201 North Franklin Street, Suite 400

Tampa, Florida 33602

Ref: Proposal for Preliminary Geotechnical Engineering Services
Bone Valley Off-Highway Vehicle (OHV) Park
Fort Meade, Polk County Florida
Madrid Proposal No. 15557

Dear Mr. Whitman,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a preliminary geotechnical exploration and evaluation for the proposed development in Fort Valley, Florida. Madrid thanks you for the opportunity to propose these geotechnical services and looks forward to being part of the design team. A review of project information, along with a proposed scope of services, schedule and fee are provided below.

Project Understanding

Madrid understands the project will consist of the construction of a new OHV Park facility, including several structures, such as gatehouse, bathhouse, washrooms, maintenance/storage building, pavilions, pads for RVs and food trucks, stormwater management system (SMS) to treat and dispose of stormwater runoff from the proposed development, drain field, and associated pavements. Site plan, structural loadings and grading details have not been provided at this time.

Based on our previous experience with the subject site, it is, generally, comprised of an abandoned phosphate mine, and we anticipate that an All-Terrain Vehicle (ATV) drill rig will be required to access the proposed boring locations. We will advise you of the need for difficult access time for providing access to the boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830

P: 863.533.9007

Athletic Complex
Design

Commercial
Development

Construction
Engineering and
Inspection (CEI)

Construction
Management

Environmental
Services and Water
Resources

Geotechnical
Engineering

Landscape
Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement
Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and
Mapping

Transportation
Utilities



Scope of Work

Field Exploration

We propose to perform the following services:

- Site reconnaissance and stake borings.
- Utility locates via Sunshine One Call (required 3 days prior to the field work).
- Mobilization to the site.
- Twelve (12) Standard Penetration Test (SPT) borings, each to a depth of 20 feet below existing grade (beg), within the anticipated structure areas.
- One (1) SPT boring to a depth of 15 feet below beg within the anticipated drain field area.
- One (1) Double Ring Infiltrometer (DRI) test within the anticipated drain field area.
- Twenty (20) SPT borings, each to a depth of 10 feet below beg, within the anticipated pavement and parking areas.

Preliminary Engineering Report

The results of the subsurface exploration will be presented in a preliminary geotechnical report. The preliminary geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- General commentary and our preliminary opinion regarding the feasibility of the proposed development on the selected site as it relates to geotechnical issues (structure(s) support, unsuitable soils, and groundwater) within the limited study area based on the boring locations.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.

Fee & Schedule



TASK 1: FIELD SERVICES

SITE RECON/STAKE BORINGS
ATV RIG MOBILIZATION
SPT BORINGS (0'-50')
BOREHOLE GROUT/BACKFILL (0'-50')
SUPPORT TRUCK
DRI TESTING

QUANTITY	RATE	UNIT	COST
1	\$ 624.00	/LS	\$ 624.00
1	\$ 2,500.00	/LS	\$ 2,500.00
455	\$ 16.00	/LF	\$ 7,280.00
455	\$ 6.50	/LF	\$ 2,957.50
1	\$ 125.00	/DAY	\$ 125.00
1	\$ 540.00	/LS	\$ 540.00
Lump Sum Fee for Field Services			\$ 14,026.50

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASS/BORING LOGS/PHOTO LOG
ORGANIC CONTENT
ATTERBERG LIMITS
MINUS 200 SIEVE PERCENT
MOISTURE CONTENT

8	\$ 110.00	/HR	\$ 880.00
3	\$ 48.00	/EA	\$ 144.00
5	\$ 132.00	/EA	\$ 660.00
35	\$ 50.00	/EA	\$ 1,750.00
35	\$ 18.00	/EA	\$ 630.00
Lump Sum Fee for Laboratory Testing			\$ 4,064.00

TASK 3: PROFESSIONAL SERVICES AND REPORT

LUMP SUM

1	\$ 3,960.00	/LS	\$ 3,960.00
Lump Sum Fee for Professional Services			\$ 3,960.00
TOTAL LUMP SUM FEE			\$ 22,050.50

This proposal is valid for 180 days from the date estimated. We anticipate beginning the field work within 2 weeks after receiving the authorization to proceed and field services may take 7 days to complete. The final report summarizing our findings will be completed in approximately 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid proposal number 15557 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

(c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters



that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Water Use Planning and Permitting Proposal
The Greenman-Petersen, Inc. Team



Via Email

03.31.2025

Robert Whitman, Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo & Associates
201 North Franklin Street, Suite 400
Tampa, Florida, 33602

Re: Scope of Services and Cost Proposal to Provide Water Use Permitting Support for BONE VALLEY ATV PARK

Dear Robert,

Thank you for the opportunity to support the referenced project. Our understanding is that Polk County Parks and Natural Resources intends to design and construct a campground and an All-Terrain Vehicle (ATV) Motocross Racetrack and support facilities on County-owned property located at 10426 Highway 630 West (CR 630), Fort Meade, Polk County, Florida, 33841. The project is in the Southern Water Use Caution Area (SWUCA) and the Central Florida Water Initiative (CFWI) area. The expected result is to have a fully developed site plan and construction plans with all permitting in place to bid the components of the recreational facility. Kisinger Campo & Associates (KCA) is the lead consultant organizing the referenced project.

Greenman-Pedersen, Inc. (GPI) in association with our subconsultant AquaSciTech Consulting, PLLC (ASTC) proposes to provide Water Use Permit (WUP) support services needed for the project in support of KCA. The SWUCA and CFWI area are subject to restrictions that create substantial difficulties in permitting new individual Water Use Permits (WUPs) that draw water from the Upper Floridan Aquifer (UFA). Therefore, the GPI/ASTC team will focus on efforts to qualify the project for issuance of a General WUP Permit by Rule, which would be more achievable than an Individual WUP. This letter proposal outlines specific proposed GPI Team responsibilities and budget allocations as well as limiting assumptions.

Scope of Work Items

Task 1 Define and Advise on Project Water Use Needs

Determination of needed flow rates and establishment of rates below certain thresholds is critical to streamlined permitting. We will gather available information from existing water use by the site permittee, coordinate with KCA Team members regarding project component needs (e.g., potable supply requirements, landscaping options, fire flow options, etc.), prepare calculations for required quantification of required capacity, investigate availability and feasibility of lower quality water sources, and propose recommendations to keep groundwater needs below the General Permit threshold of 100,000 gallons per day (gpd) average annual daily flow (AADF) and less than 6-inch diameter well, with a total capacity less than 1 million gallons per day (MGD).

Task 2 Water Use Permit Application

GPI Team will complete all requirements of the General Permit by Rule WUP. Coordination with the Southwest Florida Water Management District (District) is expected to include a preapplication meeting with the District, preparing one response to a Request for Additional Information (RAI), and one follow up meeting. The difference in expected effort to complete the permitting process as a General Permit by Rule in comparison to an Individual Permit is substantial, with several uncertainties associated with the Individual Permit, so we have prepared this cost estimate with the expectation that the project will be able to meet the conditions for the simpler General Permit by Rule WUP. For example, the more complex Individual Permit likely would require groundwater modeling, Minimum Flow and Level (MFL) site impact assessments, individual surface water environmental impact assessments, and mitigation of net UFA drawdown and any unacceptable impacts on surface water features. Additional work may be performed at time and materials rates listed below under a project contingency, in the event that the District insists that a permitting pathway is required other than the General Permit by Rule with no impact analysis or mitigation.

Assumptions:

- Permittee will be Polk County Parks and Recreation Department
- General Permit by Rule WUP will be acceptable to the District
- No Individual WUP application
- Permit fees will be paid by others
- Additional CFWI rules do not apply due to General Permit by Rule pathway
- Project lies outside District-defined Upper Peace Creek Basin or project will be deemed to have no impact in Upper Peace Creek Basin by the District
- Project is inside the SWUCA but outside the Most Impacted Area (MIA), outside the Ridge Lakes Area, outside the Upper Peace Creek Basin, and deemed by the District not to adversely affect any MFLs based on its location and proposed pumpage rates and capacity
- Environmental Resource Permit (ERP) support limited to two coordination meetings (ERP application prepared by others on the project team)
- Web-based meetings only are anticipated
- No groundwater modeling
- No detailed environmental impact assessment (i.e., drawdown evaluation by surface water type and location)
- No fieldwork
- Client will provide the GPI/ASTC team with sufficient details of the project configuration to allow effective assessment of the water supply capacity requirements, including any history of existing water use on the site that will remain in the new configuration.

Deliverables

The following deliverables will be submitted electronically:

- Task 1A compiled notes on scope of data gathered and KCA team member communications
- Task 1B draft and final technical memo (comments on draft addressed within 20 working days)
- Task 2A notes from permit application communications with District
- Task 2B permit application or equivalent written submittal to District
- Task 2C Request for Additional Information response

Time of Performance

Work is anticipated to begin in 2025 and be completed on a schedule mutually-agreeable to KCA and the GPI Team.

Data Needs

The GPI Team will seek out publicly-available sources of tabular and GIS data to complete the project. We anticipate KCA Team members and the Polk County Parks and Natural Resources will assist the GPI Team in obtaining data within their possession relevant to project design details that will affect the water use requirements.

Method and Amount of Compensation

GPI requests compensation by lump sum. The table below summarizes the scope item descriptions, and line item budgets. The requested total project budget is \$57,134.76.

Task	Lump Sum
Task 1A. Data Gathering and Coordination	\$ 14,765.24
Task 1B. Recommendations Tech Memo	\$ 18,247.98
Task 2A. Pre-app Meeting and Prep	\$ 10,220.82
Task 2B. Permit Application	\$ 6,867.36
Task 2C. Request for Additional Information	\$ 7,033.36
Grand Total	\$ 57,134.76

Note: additional work may be performed under contingency, if requested, at the following time and materials rates: Principal Scientist: \$216.42, Staff Environmental Scientist: \$95.01, Data Scientist: \$88.50, Principal Engineer: \$260.00, Project Engineer: \$180.00.

We look forward to the opportunity to provide expert professional services to KCA. KCA can authorize these services by issuing a contract for the work. If you have any questions about the proposal, please feel free to contact me by phone (813-765-0874) or email (dschmutz@gpinet.com). The scope of work described above will begin immediately upon issuance of a signed contract and notice to proceed.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Schmutz", with a stylized flourish extending from the end.

Dan Schmutz, M.S.
Chief Environmental Scientist
3051 E. Livingston St., Suite 300, Orlando, FL 32803

**Cultural Resources Assessment Survey
Proposal**

Archaeological Consultants, Inc.



ARCHAEOLOGICAL CONSULTANTS INC.

Florida's First Choice in Cultural Resource Management

03/17/2025

Mr. Robert Whitman Jr.
Chief Environmental Scientist/Sr. Project Manager
Kisinger Campo and Associates

Cultural Resources Desktop Analysis: Bone Valley ATV Park, Polk County

Dear Mr. Whitman Jr.:

In response to your request ACI will conduct a Desktop/ Reconnaissance Cultural Resources Assessment Survey (CRAS) and report for the above referenced property in Polk County, Archaeological Consultants, Inc. (ACI) is pleased to provide the following information. ACI is familiar with both Polk County's history and prehistory; and our senior archaeologists are Registered Professional Archaeologists (RPA).

Based on your request as well as extensive alterations to the property from mining, ACI will conduct research and analysis, and prepare a Technical Memorandum detailing the results. ACI will utilize digitalized data at the Florida Master Site File (FMSF), the National Register of Historic Places (NRHP), the Polk County Property Appraiser, and previous archaeological reports in the area to identify previously recorded archaeological and historic resources in the project vicinity. ACI will also evaluate the archaeological/historic potential of the project area and detail the extensive modification of the area over time that has removed all archaeological potential. This analysis will include a reconnaissance survey to include photo documentation of current conditions to support the assessment and recommendations. The cost for this is \$2,500.

Although unlikely, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of \$500 per historic resource, as the FDHR requires the historic resources (e.g., buildings, roads, canals) to be recorded in the report (Chapter 1A-46 FAC). The stripe mine is "historic" but further research is needed to determine if it needs to be recorded. Finally, these costs do include responding to standard Requests for Additional Information (RAI) from reviewers. If reviewers request additional research or survey beyond what was reasonably expected in the agreed scope of work, such comments/requests would be addressed under a separate agreement, as necessary.

If ACI is selected for this job, we will initiate the project within 5 working days after receiving this signed agreement and provide the draft Desktop and an invoice within 15 working days of project initiation. After receiving payment, ACI will finalize the Desktop for your use. ACI shall be compensated for all services within 30 days of the invoice date. Following this, ACI will provide a proposal for the CRAS and report.

Additional Terms and Conditions:

Additional Insured: If requested, Kisinger Campo & Associates (KCA) will be named as an additional insured with respect to the services to be performed under this agreement.

Confidentiality: ACI shall not directly or indirectly disclose to any third person or party information regarding the results of the CRAS prior to obtaining written permission from KCA.

Agreement: This agreement represents the entire agreement between the parties and may only be modified in writing signed by both parties.

Governing Law: This agreement shall be deemed to have been made in the place of performance of the Cultural Resource Services and shall be governed by and construed in accordance with the laws of the State of

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ARCHAEOLOGICAL
SURVEYS AND
EXCAVATIONS

HISTORIC
BUILDING
SURVEYS AND
EVALUATIONS

CULTURAL
RESOURCE
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AND NAGPRA
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P.O. Box 5103, Sarasota, Florida 34277-5103, (941) 379-6206

Website: www.aci-crm.com • Tallahassee Area Office: (850) 926-9285 • St. Augustine Area Office: (904) 829-9100



ARCHAEOLOGICAL CONSULTANTS INC.

Florida's First Choice in Cultural Resource Management

Florida. Any controversy or claim arising out of this agreement, or breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its rules. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Indemnity: ACI agrees to indemnify, protect, and hold harmless KCA from and against all liabilities, claims, or demands of every kind of injury, including death, or damages to any person or property related in any way to ACI's performance of this agreement, except to the extent such liabilities, claims, or demands are caused by the negligence or willful misconduct of KCA.

If the terms of this agreement are acceptable to the party responsible for payment, please sign, date, and return a signed copy of this letter to ACI. If KCA wishes to provide a contract reflecting our costs and schedule, there is an additional fee of \$350 for contract review. ACI's insurance coverage is attached for your use. ACI will initiate the project after the agreement has been fully executed by both parties.

Sincerely,

Party Responsible for Payment: _____

Maranda Almy Kles

Signed: _____

Maranda Almy Kles, PhD, RPA
President

Typed Name: _____

Attachment: ACI Insurance Coverage
B25115/MAK/cf

Title: _____ Date: _____



Architecture Proposal
The Lunz Group Design Team

March 15, 2024
Revised March 28, 2024
Revised October 17, 2024
Revised February 25, 2025
Revised March 26, 2025

Mr. Robert Whitman Jr.
Chief Environmental Scientist/Sr. Project Manager
KCA - Kisinger Campo & Associates
201 N. Franklin St., Suite 400, Tampa, FL 33602

RE: CSA - Bone Valley ATV / RV Park Proposal Letter

Dear Robert Whitman Jr.,

Thank you for inviting The Lunz Group to provide our proposal for professional services to KCA - Kisinger Campo & Associates ("Client") and the County ("Owner"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop Bone Valley ATV / RV Park, located in Mulberry, FL. 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.

Project Understanding

"This project is a 335-acre expansion of an existing county park, Bone Valley OHV Park, located in the southwest of the county on CR 630. The Bone Valley Park addition will provide trail riding facilities for off road vehicles and motorcycles. There will be a recreational vehicle campground for visitors who wish to spend several days trail riding."

The extent of buildings to be design are as follows:

- Check In Gate House/Security
- Maintenance shed
- Bath Houses/Washrooms for RV area and grandstand area (2 per location)
- Grand Pavilion/Restrooms
- Concession Area

Spaces to be designed by The Lunz Group Design team: (Included in scope)

- 250 car parking (illuminated)
- Mobile Home Pad with Utilities for Caretaker
- Food Truck multi use concrete pad.
- 66 pad RV/trailer campground with hooks ups and accessories
- Gray water/Sanitary Pump out
- Entry from SR 630
- Access / roadways from entry to site components.

Scope to be provided by The Lunz Group Design team: (Included in scope)

- Conceptual Design 50% and Final, Schematic Design 50% and Final, Design Development, 50% and Final, Construction Documents 50% and Final, Permitting and Bidding phase services
- Estimate of Probable Cost to be completed at the end of each design phase. A cost estimate will be required in June 2025 to support securing funding for the project. Each cost estimate will consist of "Opinion of Probable Construction Cost for all Aspects of Construction."
- Project Management and Coordination
- Stormwater Drainage & Water Quality
- Transportation/Access considerations
- Conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
 - Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- Conceptual Site Plan and Pre-Application Meetings
 - Utilities Analysis
 - Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)

The following are deliverables anticipated for this project; However, the list may not be all inclusive and some deliverables may not apply based on the final design:

- Kick-off meeting
- Geotechnical Assessment (Not Included - By others)
- Traffic study and driveway permit
- Well Construction Application and Permit (Not Included - By others)
- Environmental Resource Program (ERP) Permit
- FDP
- Site survey (Not Included - By others)
- Concept Design Plan (Digital and hard copy)
- Schematic Design Plans (Digital and hard copy)
- Design Development Plans (Digital and hard copy)
- Construction Documents Plans (Digital and hard copy)
- Bidding Documents excluding bid forms by others (Digital and hard copy)
- Cost Estimating after each design phase.
- Polk County Land Development Pre-Application Meeting Report
- Well Construction and Permitting (Not Included - By others)

Scope of Services:

See Exhibit A, B & C for consultant proposals and the full extent and defined scope of services.

Services to be provided by The Lunz Group Design team:

- Architectural Design of five (5) buildings
- Cost Estimating Allowance currently held in budget consultant to be selected Blue Cord
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
 - Landscape Design Services (Code minimum requirements)
 - Landscape Irrigation

Services to be provided by the Client / PNR:

- Wetland and ecological assessments
- Geotechnical assessments
- Surveys
- FDEP Mining and Mitigation Program permitting – KCA
- Professional Cost Estimator
- Permit Expeditor

Time Schedule for Services

Start-Up Time: Two (2) weeks after receipt of Notice to Proceed, pre-design information, written authorization to proceed.

I – Conceptual / Preliminary Design Services: Four (4) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.

The Lunz Group shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to our services. The Lunz Group shall prepare a preliminary evaluation of the Owner's program, schedule, project site, and other initial information as required. The Lunz Group shall submit the Concept Design Documents to the Client and Owner for approval. Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations and renderings.

II – Schematic Design Phase Services: Four (4) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.
This phase will be delivered in 2 deliverables – 50% SD package and a Final SD package.

The Lunz Group shall review the program and other information furnished by the Owner and prepare a preliminary evaluation of the Owner's program. The Lunz Group shall review laws, codes, and zoning regulations applicable to our services. The Lunz Group shall prepare the Schematic Design Documents and provide them to the Client and Owner for approval. We anticipate commentary and are prepared for one (1) round of revisions based on feedback on the Schematic Design Phase and shall provide Scheme B for any comments by owner.

Written approval from Owner shall be required prior to commencement of subsequent phases of Project Development.

III – Design Development Phase Services: Eight (8) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.
This phase will be delivered in 2 deliverables – 50% DD package and a Final DD package.

Based on the Owner's approval of Schematic Design Documents, The Lunz Group shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections elevations, typical construction details, and diagrammatic layouts of building systems. The Design Development Documents shall also include outline specifications. The level of completion for this set will be approximately 60% of overall project completion.

IV - Construction Documents/Permitting Phase Services: Ten (10) weeks.
Plus, time for Client Review, Approval, and Authorization to Proceed.
This phase will be delivered in 2 deliverables – 50% CD package and a Final CD package.

Task IVa: Construction Documents (Issued for Owner Approval)

Based on Owner's approval of the Design Development Documents, The Lunz Group shall prepare Construction Documents for the Owner's approval. The level of completion will be approximately 90%. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems.

Task IVb: Construction Documents (Issued for Bid)

Based on Owner's approval of issued for Owner Approval set, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for Issuance for Bid and permitting.

Task IVc: Construction Documents (Issued for Construction)

Pending any review comments from the building department and inclusion of addenda bidding, The Lunz Group will develop a final set - Issued for Construction set.

V - Bidding Or Negotiation Phase Services: Four (4) weeks.
Client Review and Award on Construction Contract.

VI - Construction Phase Services: Not included in basic services

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. The client shall compensate The Lunz Group with a fee of **\$494,414.00** for the services outlined above. **Invoices shall be issued based on 50% and Final issuance packages delivered per phase.** 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. Advanced written approval from the Owner is required to perform any additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Breakdown of Lump Sum Fee by Phase – Includes:

Architectural, Structural, MEP/FP Engineering, Civil Engineering, Landscape Design and Cost Estimating Services

	Concepts	SD	DD	CD/Permitting	Bidding	Total
Civil	\$17,535	\$0	\$0	\$76,810	\$0	\$94,345
Architectural	\$15,829	\$39,732	\$81,829	\$90,418	\$31,161	\$258,969
Structural	\$0	\$4,000	\$8,000	\$12,000	\$0	\$24,000
MEP	\$0	\$9,010	\$31,535	\$49,555	\$0	\$90,100
Cost Estimating (Allowance)	\$9,000	\$6,000	\$6,000	\$6,000	\$0	\$27,000
Total	\$42,364	\$58,742	\$127,364	\$234,783	\$31,161	\$494,414

Reimbursables (Plotting and Delivery) \$8,000

The Lunz Group Hourly Rates

CEO/President	\$285.00
Managing Director	\$285.00
COO	\$240.00
Lead Architectural Designer	\$195.00
Lead Interior Designer	\$170.00
Project Manager	\$190.00
Senior Project Architect	\$200.00
Project Architect	\$180.00
BIM Manager	\$155.00
Senior Designer	\$140.00
Designer	\$100.00
Accounting Support	\$95.00
Administrative Support	\$75.00

MEP/FP - Luseo Engineering Hourly Rates

Principal	\$250.00
Senior Project Manager/Senior Project Engineer	\$175.00
Project Manager/Project Engineer	\$135.00
Senior Designer	\$120.00
Designer	\$90.00
Drafter	\$65.00
Administrative Staff	\$50.00

Structural Engineer - George F. Young, Inc. Hourly Rates

Principal Structural	\$240.00
Structural III	\$210.00
Structural II	\$170.00
Structural I	\$130.00

Civil Engineer - George F. Young, Inc. Hourly Rates

Principal Engineer	\$250.00
Engineer III	\$220.00
Engineer II	\$175.00
Engineer I	\$130.00

Existing Conditions

The Lunz Group will make no representations regarding the suitability for reuse of the existing structures on the site and is not responsible for the condition of the existing structures.

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. The Lunz Group will designate a main contact for project coordination. The Owner and Client and the Lunz Group agree to immediately notify each other 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.

Terms And Conditions

The Lunz Group and the Client agree to the Terms and Conditions of Attachment B.

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 60 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:

Approved by:

Signature

Signature

Craig Fennig, AIA, NCARB, LEED AP BD+C
Printed Name

Printed Name

Managing Director
Title

Title

March 15, 2024 (Revised March 28, 2024)
(Revised October 17, 2024, Revised February
25, 2025, Revised March 26, 2025)
Date

Date

Attachments:

Attachment A - Scope of Services
Attachment B - Terms and Conditions
Exhibit A - Structural Proposal
Exhibit B - Civil Proposal
Exhibit C - MEP F/P Proposal

CC: Brit Kirby, The Lunz Group

Attachment A

Scope Of Services

CSA - Bone Valley ATV / RV Park

March 15, 2024 (Revised March 28, 2024)

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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

The Lunz Group proposes to provide professional services including Architecture, Mechanical Engineering, Electrical Engineering, Plumbing Engineering, Fire Protection, Civil Engineering and **Cost Estimating**. These consultation services will be provided through outside consultants contracted to The Lunz Group.

The buildings are required to be provided as separate design packages. The design team shall provide a separate permit package for submission to the local municipality for permit review.

The Civil engineer shall provide drawings for submission to the specific municipalities and building departments outlined in this proposal.

The scope includes:

- Architectural Design of multiple buildings
- Structural Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Civil Engineering
- Landscape Design Services - Code Minimum
- **Cost Estimating**

The Lunz Group's services do not include Design of the actual riding tracks with exception of coordination with civil engineer for grading and associated coordination.

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture – The Lunz Group	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations		✓	
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: George F Young	✓		
Local Architect/Engineer of Record: The Lunz Group, Lueso Engineering, George F. Young	✓	✓	
Civil Engineer: George F. Young	✓		
Structural Engineer: George F. Young	✓		

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DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Mechanical/Electrical/Plumbing & F/P Engineer: Luseo Engineering	✓		
Telecommunications:			✓
Interior Design Consultant: The Lunz Group			✓
Graphic Design and Signage Consultant:			✓
Code Consultant:			✓
Construction Cost Estimating Consultant: Blue Cord to be selected allowance currently in budget	✓		✓
Accessibility Consultant:			✓
Acoustical/Vibration Consultant:			✓
Audio-Visual Consultant:			✓
Energy Consultant:			✓
Environmental Consultant:		✓	
Exterior Envelope Consultant:			✓
Irrigation Consultant:			✓
Life Safety/Fire Protection: Luseo Engineering	✓		
Lighting Consultant: Luseo Engineering	✓		
Security Consultant:			✓
Traffic/Parking Consultant: Luseo Engineering	✓		
Transportation Consultant:			✓
Tree Preservation Consultant:			✓
Value Engineering Consultant:			✓
Waterproofing Consultant:			✓
Wind Testing Consultant:			✓
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.

Attachment A
Scope Of Services

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I – Conceptual Design Services

The Lunz Group will review existing relevant information provided by the Owner and 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, Owner'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 Owner and 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 project team'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)

Conceptual design is limited to 2 schemes (scheme A & scheme B which includes one (1) round of revisions).

Architectural:

- Deliverables for the Concept Design Documents shall consist of drawings and other documents to include Architectural conceptual site plan, conceptual floor plan, conceptual exterior elevations and 1 "gray model" rendering to express the overall site arrangement. This rendering is only intended to express the layout and overall site adjacencies and is not intended for colors, finishes etc.
- Preliminary Cost Estimate of Probable Cost.

Civil:

- GFY will conduct the following activities from the notice-to-proceed (NTP) extending through project completion:
- Attend project Kickoff meeting in person with client and Polk County staff prior to commencing work to review schedule, project approach, and objectives.
- Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2-hour on-site plus 2-hour round trip). Participate in general coordination (virtual meetings) with the client, client's representatives, and other specialty subconsultants during the preliminary and design phases (not to exceed 6 months). GFY has initially budgeted 25 hours for coordination and to address designs during preliminary and civil design phases.
- Overall project coordination, invoicing, and progress updates to client.
- Prior to exceedance of the initially budgeted hours for general coordination meetings, the client will be notified for approval to continue and be charged for additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.

Idea

The Idea phase is a highly collaborative phase where The Lunz Group's team along with the Owner and 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.

Meetings

- Kick-off call, Site visit (One (1) in-person, all disciplines)
- Informing Meeting (One (1) Virtual, all disciplines)

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Scope Of Services

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II - Schematic Design Phase Services – drawing package for owner review and coordination

Based on the approved Pre-Design Package, along with any adjustments authorized by the Owner and 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, paving and water retention as appropriate, the architectural character of site and exterior enclosures, the roof design, building functional issues, preliminary Structural System.

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

- Usable Area
- Area per Person
- Parking Count for car parking and RV parking

Deliverables

Architectural:

- Deliverables for this phase shall include architectural schematic floor plans, elevations, and diagrammatic sections.
- Preliminary Cost Estimate of Probable Cost.

Mechanical, Electrical and Plumbing / Fire Protection:

- Attend kickoff meeting with Client, Owner, Consultants, or Contractor (in person) for preliminary coordination purposes and to review basic concepts and project requirements.
- Provide site visit prior to schematic design.
- Perform preliminary utility load calculations, including coordination for new electricity service with Peace River Electric utility, if required.
- Provide Design Narrative, specific to each defined area.

Structural:

- Provide preliminary structural engineering layouts and sketches to provide support for the development phase.
- Specify the design criteria for delegated design items and specify required submittals for Engineer of record review.
- Attend weekly / biweekly meetings for coordination and provide input on structural systems.

Civil:

- Civil preliminary site plan with buildings located in conjunction with architectural design intent.

Meetings

- Schematic Design progress meeting (One (1) virtual, all disciplines)
- Schematic Design Presentation (One (1) in person, all disciplines)

III – Design Development Phase Services – drawing package for owner review and coordination

Based on the approved Schematic Design Documents and adjustments authorized by the Owner and 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.

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For utilities, The Lunz Group / Consultants 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 for car parking and RV parking

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.

- Structural
- Mechanical
- Electrical
- Plumbing
- Civil / Landscape Design Services

Design Development Deliverables:

The Design Development package shall be provided at 50% and then at final to ensure proper coordination during the development phase and allow for client input and review.

Deliverables for this phase shall include floor plans, sections elevations, typical construction details, and diagrammatic layouts of building systems. The following are elements that shall be included and not limited to in the package.

Architectural:

- Drawings
 - Overall illustrative Site Plan
 - Paving and Landscaping Plan with Utilities
 - Typical Site Sections
 - Typical Site Details
 - Floor Plans
 - Reflected Ceiling Plans
 - Roof plan indicating access and location of major equipment
 - Main Building Elevations
- Details
 - Typical Exterior Wall Sections
 - Typical Assembly Types
 - Key Exterior Details
 - Typical Partition Details
 - Interior Elevations for expressing interior materials and finishes. (Excludes Interior Design Services)
- Schedules
 - Room Finish Schedule
 - Door Schedule
- Draft specifications
- Preliminary Cost Estimate of Probable Cost.

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Mechanical, Electrical and Plumbing / Fire Protection:

- Review preliminary architectural plans and delineate critical MEP/FP system equipment and preliminary locations.
- Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection-if required (FP) drawings for coordination with Client.
- Provide Fire Alarm layout to meet code (within E Series drawings).
- Attend one (1) site visit during DD, and attend (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.

Structural:

- Provide structural framing updates as required to align for design intent.
- Attend weekly / biweekly meetings for coordination and provide input on structural systems.
- Provide construction specifications for primary structural components.
- Attend site / virtual meeting.

Civil:

- Utilities Analysis:
 - GFY has assumed that water/sewer connection points to public utilities are not available. Conceptual evaluation will include location of on-site septic tanks and drain fields.
- Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)
 - Identify site plan permit (review) fees.
 - Identify any impact fees and other concurrencies that may be due and the required timing of such fee.
 - Outline site plan approval process, projected timing, and applicable land development code(s).
- Stormwater Drainage & Water Quality:
 - Identify water management district and any existing or pending approvals.
 - Review limitations of previous/imperious limits.
 - Incorporate extent of potential mitigations (environmental services provided by others). Provide mitigation options. Identify flood zone and Base Flood Elevation.
- Transportation/Access considerations:
 - Determine traffic study requirements.
 - Determine jurisdiction of abutting roads.
 - Identify best points of ingress/egress.
 - Consider fire department access requirements.
- GFY will conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
 - Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- Deliverables:
 - GFY will provide client with one (1) engineering site plan (in pdf format) for review and comment.
 - Approved engineering site plan to be used on subsequent tasks.
 - GFY will provide client with meeting minutes from each of the completed agency meetings.

Attachment A

Scope Of Services

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Meetings

- Design Development progress meeting (One (1) in person, all disciplines)
- Design Development Meeting (One (1) virtual, all disciplines)

IV – Construction Documents/Permitting Phase Services

The Construction Documents package shall be provided at 50% and then at Final construction documents to ensure proper coordination during the Construction Documents phase and allow for client input and review.

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

Deliverables

Architectural:

- Construction documents – Final construction documents S&S PDF package for submission to municipality for permit review.
- Specification Book

Mechanical, Electrical and Plumbing / Fire Protection:

- Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection (FP) drawings for final review and coordination with Client.
 - The construction drawings shall be provided for application of building permits and construction purposes.
 - Provide signed and sealed drawings for submission to local AHJ's and respond to building department comments.
 - Attend one (1) site visit during CD and attend one (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.

Structural

- Provide structural framing updates and/or retrofits as necessary.
- Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
- Provide construction specifications for primary structural components.
- Submit signed and sealed construction documents for Construction.
- Provide (1) site visit for coordination with other disciplines.

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Civil:

- Civil construction drawings will be electronically submitted to the client at the following milestones for review and comment. Based on comments received during the review, GFY will finalize the construction drawings:
 - 30% design: includes overall site plan, and landscape general improvement areas.
 - 60% design: addresses review comments, includes survey and pertinent civil design details.
 - 90% design: addresses review comments, includes pertinent civil design details.
 - 100% design: addresses review comments, includes all applicable civil design details.
 -

Meetings

- Construction documents progress meeting (One (1) in person, all disciplines)
- Virtual meeting (Three (3), all disciplines)

V - Bidding or Negotiation Phase Services

Bidding Documents

Preparation of bidding requirements / document and forms are not included in Scope of Services. The Lunz Group shall assist in the bidding process, but the Owner shall provide the actual bid documents that will be sent to the bidders.

The following services below (VI & VII) are not included in basic services currently. Services shall be discussed later if requested by the client.

Construction Administration Phase – N.I.C. – Not part of basic service

VI -Construction Phase Services – Not Included in scope of work for this proposal

No Construction Phase services included.

VII – Post Completion Services

No Post Completion services included.

Project Cost Estimates

The Lunz Group will hire a cost estimator to provide an initial cost estimate in June 2025 to aid in securing funding for the project. Each cost estimate will consist of "Opinion of Probable Construction Cost for all Aspects of Construction and will be prepared after each design phase up to and including the construction documents phase. The Lunz Group and its consultants have no control over the cost of labor, materials or equipment, over the General Contractor's methods of determining bid prices, or over the current competitive bidding, market, or negotiating conditions. 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.

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.

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Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested and approved in writing by the Owner and will be billed at the hourly rates noted herein or a mutually agreed upon lump sum fee.

- Dimensional Survey of Existing Field Conditions.
- Existing Conditions Survey.
- Demolition documents.
- 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 Cost Analysis [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.
- On-Site Observation.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Coordination with Governmental Authorities.
- 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 those stipulated in our basic services.
- Acoustical Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis outside of analysis for the structures to be designed and constructed.
- Life Cycle Analysis.
- Tenant Design Criteria
- Planning and design of tenant or rental spaces.
- Lease Plans.
- 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.
- Construction Administration Services.
- LEED certification.
- Payment of Permitting Fees.
- Permit Expeditor
- Well Design or Permitting.
- FDEP Mining and Mitigation Program Permitting.

Note:

Refer to the consultant's proposals (Exhibits A, B, C) for specific exclusions not outlined above. Specific exclusions apply to each consultant for their specific scope of work.

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Client's Responsibilities

Prior to commencement of the work, the Owner 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 on the Client's behalf who shall make decisions with respect to the project. The Lunz Group will designate a main contact of the Lunz Group for project coordination. The Owner, 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 Owner choose to have the product made by a third party. It is the sole responsibility of the Owner not to infringe on any copyright, trademark or design-right of the original manufacturer specified.

Owner warrants that in transmitting existing documents prepared by other designers or design professionals, or any other information, Owner 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

Attachment B

Standard Terms and Conditions

CSA - Bone Valley ATV / RV Park

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Standard of Care

The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Existing Conditions

To the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, the Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, and instructions required by this Agreement. The Architect may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof, subject to the limitations contained within such documentation, in addition to its own visual observation of the existing structure. The Architect cannot be held responsible for errors in reports or existing conditions in documents or reports that were not prepared by Architect or its consultants, which cannot be visually/physically verified. The Architect shall notify the Owner of any materially significant assumption it is making within its design which conflicts with information provided by the Owner. Furthermore, to the extent that any portion of this project involves the remodeling, rehabilitation of or tie-in with an existing structure, and there is any concern about mold, moisture or mildew, the Owner shall authorize Architect to retain moisture and mold consultant(s) as additional services as may be reasonably required for the discovery, evaluation and remediation of existing water intrusion, moisture and/or mold conditions.

Design Contingency

The Client acknowledges that additional costs may result due to the imperfect nature of the design and construction process and that the final design cost and/or construction cost of the project may exceed the design budget and/or construction budget. The Client should prepare and plan for clarification and modifications which may impact both the cost and schedule of the project. Therefore, Client agrees to set aside a reserve in the amount of five percent (5%) of the Cost of the Work (as defined in AIA Documents B101-2017 and B103-2017) as a design contingency to be used, as needed, to pay for any such increased costs and changes. The Client agrees to make no claim against the Architect for any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions, inconsistencies, or incompleteness exceed the contingency, then the Architect shall be responsible for such costs incurred by Client but only to the extent caused by Architect's negligent performance. Cost increases as a result of Client requests made after Construction Documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions, or inconsistencies. In no event shall the Architect be responsible for direct costs that Client would have incurred in the construction contract but for Architect's error or omission.

Cost Estimating

Estimating is not included as a service on this project. Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as an Architect familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

BIM

All models will be modeled at a level of detail of LOD 300. Basic interference check "clash detection" will be included in base scope and fee. Any additional LOD level and/or interference check will result in an additional service.

Additional Services

Company and its consultants will provide additional services when requested by the Client on a Lump Sum basis as mutually agreed by the Client and Company or, in the absence thereof, on an hourly basis, either according to the Hourly Rate Schedule included in this Agreement or, in the absence thereof, at Company's then current standard hourly billing rates. Directed changes to items previously approved will be considered Additional Services. Additional services shall not be performed prior to receipt of written authorization from the Client to proceed.

Company Insurance

Company will maintain commercial general liability, automobile liability, workers compensation and employee liability insurance reasonably necessary in connection with Company's performance of its services, and professional liability insurance with a coverage limit of not less than \$5 million per claim and annual aggregate while providing services for this Project and for three years thereafter.

Instruments of Service

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. 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 Architect and the Architect's consultants.

Documents prepared by the Architect for this Project are intended for use solely with respect to this Project and Architect shall retain all rights, including ownership and copyright. Provided Client remains current in its payment obligations to Architect, Client is granted a non-exclusive license to use, copy and reproduce documents in connection with the construction, repair, maintenance, use and occupancy

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(Revised October 17, 2024, Revised February 25, 2025, Revised March 26, 2025)

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of, and publicity for, this Project. Other uses shall be negotiated separately. Architect reserves the right to photograph the Project and to be identified as designers of the Project in all Project marketing materials.

If the Client, or anyone for whom the Client is contractually responsible, makes or permits to be made any changes to the construction documents prepared by the Architect and its sub-consultants without obtaining the Architect's prior written consent, the Client shall assume full responsibility for the consequences of the unauthorized changes, waives any claim against the Architect and its sub-consultants, and releases the Architect and its sub-consultants from any liability arising directly or indirectly from such changes. The Architect shall not be liable to the Client for any incidental, indirect or consequential damages related to the project or this Agreement, which shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages incurred by the Client.

Claims And Disputes

The Client shall promptly report to the Architect any known or suspected defects in the Architect's services. The Client agrees to impose a similar requirement on all others under Client's control and shall require all subcontracts at any level to contain a similar requirement. Failure by the Client or those for whom Client is responsible to notify the Architect shall relieve the Architect of the costs of remedying the defect above the sum the remedy would have cost if prompt notification was given when the defect was first discovered.

Any claim, dispute or other matter in question arising out of or related to this Agreement or Project shall be subject to non-binding mediation as a condition precedent to commencing any legal action or lawsuit.

Dispute Resolution

This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this proposal.

Waiver of Consequential Damages

The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Assignment

Neither Architect nor Client shall assign this agreement without written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, Architect has the right to assign this agreement to an affiliate of Architect without the consent of the Client.

Termination

Time limits established by this Agreement shall not, except for reasonable cause, be exceeded by the Client or Architect. Reasonable cause shall expressly include but is not limited to a pandemic or other similarly serious illness, disease, epidemic, or public health issue, market conditions, equipment lead times, and any orders, advisories, restrictions, or directives of any public or governmental agencies or officials with respect thereto that impact the Client's or Architect's ability to perform its obligations under this Agreement; and any unavoidable cause beyond Architect's control. In the case of reasonable cause, the affected party's time for performance shall be equitably adjusted and Architect's compensation shall be equitably adjusted.

If the Owner fails to make payments to the Architect within forty-five (45) days, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Should the Owner fail to cure the breach following a suspension, Architect may terminate this Agreement upon an additional seven (7) days' notice.

If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Hazardous Materials

Definition of Hazardous Materials. As used in this Agreement, the term "hazardous materials" shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes), bacteria, fungus, mold, or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site (hereinafter collectively referred to as "hazardous materials").

Hazardous Materials – Suspension of Services. Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous materials. In the event the Architect or any other party encounters any hazardous materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or

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toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. Architect shall not be responsible for locating or abating any hazardous materials.

Hazardous Materials Indemnity. The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, "Architect Indemnitees") from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any hazardous materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect Indemnitees.

Waiver of Claims for Hazardous Materials. In consideration of the substantial risks to the Architect in rendering its services in connection with the Project due to the potential presence or suspected presence of hazardous materials as defined herein, at or near the jobsite, the Owner agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any kind, including but not limited to negligence, breach of contract or warranty, either express or implied, strict liability or any other causes, against the Architect, its officers, directors, partners, employees or subconsultants, which may arise out of or may in any way be connected to the presence of such hazardous materials.

Publicity Acknowledgement

The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

Indemnification

With regard to the professional services performed and to be performed hereunder by or through the Architect, Architect agrees, to the fullest extent permitted by law, to indemnify and hold the Owner harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the proportionate extent that Claims are caused by Architect's negligent services or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of Architect. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence of Owner or Owner's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Owner, or others who are directly responsible to Owner, or for defects in design or construction furnished by those persons; and

With regard to any acts or omissions of the Architect in connection with this Agreement which do not comprise professional services, the Architect further agrees to indemnify, defend and hold harmless the Owner from and against any and all claims, demand actions, causes of action, losses, liabilities, costs, reasonable attorneys' fees and

litigation expenses (all of the foregoing being hereinafter individually and collectively called "claims") provided that any such claim is attributable to bodily injury, death, or property damage suffered or incurred by, or asserted against, the Indemnified Parties to the extent, but only to the extent, that the claims are the result of any negligent act or omission by the Architect, its consultants or subconsultants or anyone for whom the Architect is responsible under this agreement, excluding, however, bodily injury, death or property damage arising out of the rendering or failure to render any professional services by the Architect (which is covered by Section 9.10.A.1 above).

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold Architect harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Owner's willful misconduct or gross negligent acts, errors, or omissions.

Neither Owner nor Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own gross negligence or willful misconduct.

Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, except for acts of willful misconduct or unless otherwise prohibited by law.

While the Architect shall be liable for its gross negligent acts and errors, the Architect and the Owner hereby agree as follows regarding the Architect's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Architect, the Architect's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Architect be liable for the cost of the labor, equipment, services or materials which the Architect negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Architect may otherwise be liable, the Client agrees that the maximum amount for which the Architect may be responsible or liable is the Architect's fees in relation to this Project.

Should the Client to decide to move forward with the project without engaging the Architect to perform Construction Phase Services, Owner waives all claims against Architect related to the use of the Instruments of Service and will defend, indemnify, and hold harmless the Architect for any claims, liabilities or damages arising out of or related to the use of the Instruments of Service.

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Miscellaneous

For purposes of this Agreement, Architect is an independent contractor. Nothing in this Agreement shall be construed as creating an employer-employee relationship, an agency relationship, or a fiduciary relationship between Architect and the Client, or as creating a partnership, a joint venture, a corporation, or any other manner of business association or corporate entity of any kind among the Parties.

The Client shall provide and timely supplement the Architect with all agreements, which may relate to or affect the project's programming, design, construction and/or administration prior to the Architect beginning any professional service, or at the time an agreement becomes available.

Client agrees that any self-performed work will not interfere with the Architect's services or affect the Architect's standard of care. The Client shall timely coordinate all self-performed work to allow the Architect's services to proceed as agreed. Client's failure to coordinate its work, timely act, and/or timely disclose all material information related to the project may constitute substantial non-performance under this Agreement. During the Construction Phase the Client acknowledges and agrees to accept all Client directed/ performed deviations from the Contract Documents, as noted by the Architect. Further the Client agrees to indemnify and hold Architect harmless for any claim, damage, or expense resulting from these deviations.

The Client shall cooperate fully with the Architect, to proceed with the project on the basis of trust and good faith, and to perform its responsibilities, obligations and work in a manner that allows the Architect to timely and efficiently perform its services.

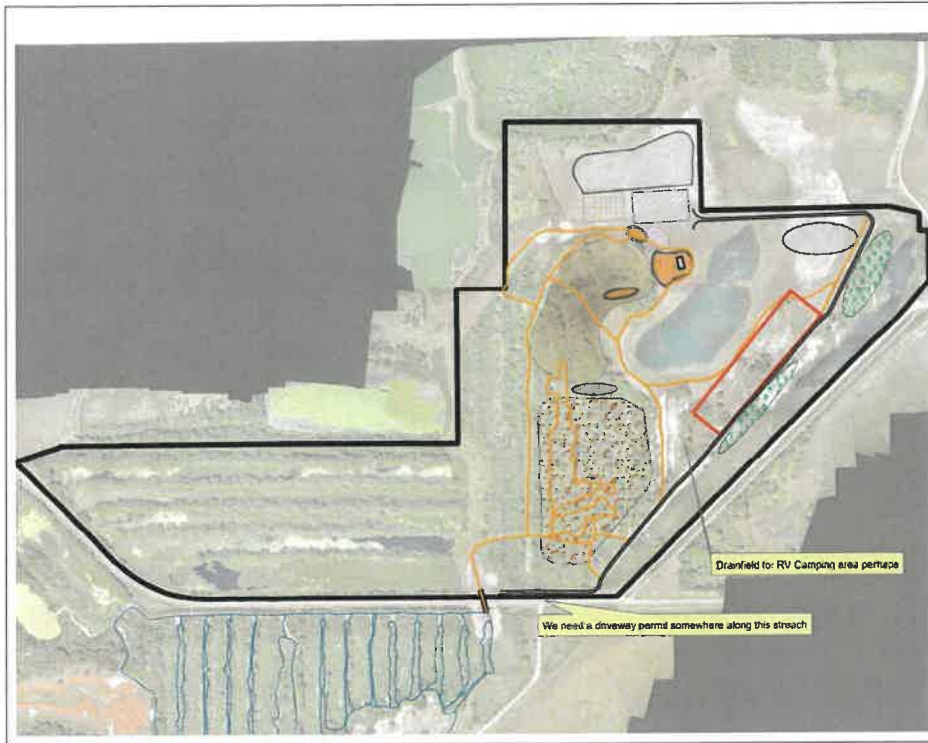
Architect shall not be required to sign and/or stamp construction documents or permit sets, or provide the Client with Architect's final deliverables, until Architect has received the Client's written acceptance of Architect's proposal, of which these Terms and Conditions are a part, or the parties have executed another form of agreement in lieu of such proposal. The Client shall coordinate Architect's duties and responsibilities set forth in the contract for construction with Architect's services set forth in these Terms and Conditions. The Client shall provide Architect a copy of the executed agreement between the Client and contractor.

If the services covered by this Agreement have not been completed within thirty (30) weeks / seven and a half (7.5) months of the date hereof, through no fault of Company, extension of Company's services beyond that time shall be considered an additional service.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group (Architect) may not be held individually liable for negligence.

End of Terms and Conditions

March 14, 2024



**BONE VALLEY
OHV PARK
Proposed
Development**

Legend	
	Bone Valley Trails
	BV - 2 Roads
	BV - 2 RV LOT
	New Addition Trails
	BV-2 Maintenance-lay down area
	BV-2 Multiuse area
	BV2-Concession Service Area
	BV - 2 Primitive Camping
	BV2-Parking
	BV - 2 Race Staging
	BV - 2 Spectator area
	BV-- ATV track
	BV 2 Bridge
	Bone Valley Addition



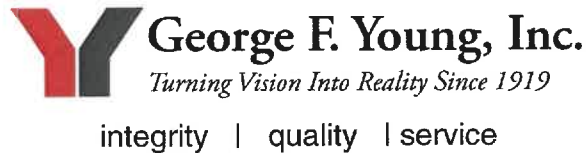
PROJECT PROPOSAL

Bone Valley OHV Park

Proposal #: 24001700TT

Prepared for **The Lunz Group**
58 Lake Morton Dr
Lakeland, FL 33801
James Pendley
P: (863) 682-1882 | E: jpendley@lunz.com

Prepared by **George F Young, Inc.**
1408 N Westshore Blvd, Suite 205
Tampa, FL, 33607
Daniel Diaz, P.E.
P: 727.657.0773 | E: ddiaz@georgefyoung.com



March 14, 2024

The Lunz Group
58 Lake Morton Dr
Lakeland, FL 33801

Dear Jimi,

In response to your request, George F. Young, Inc. (GFY) is pleased to provide you our proposed scope and fee for professional structural engineering services for the Bone Valley OHV Park project located in Polk County, FL. This scope reflects previous correspondence regarding the property and project, our understanding of the project, our research efforts, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

Our basic scope of services amounts to XXXXX in structural engineering fees and expenses. We are open to additional scope discussions and subsequent fee negotiations or general condition adjustments that may need to be made upon your review.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on the successful development of the project. Please feel free to contact me if you should have any questions or require any changes.

Sincerely,

George F. Young, Inc.

Daniel Diaz, PE
Vice President, Structural Engineering
P: 727.657.0773
E: ddiaz@georgefyoung.com



727.657.0773



1408 N Westshore Blvd, Suite
205, Tampa, FL, 33607



www.georgefyoung.com



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GEORGE F. YOUNG, INC.

ABOUT US

Welcome to George F. Young, Inc.

Everything we do is about creating and improving the communities we live in. We achieve this by helping our partners turn their vision into reality. We are a full-service engineering and surveying firm ready to take on our client's challenges.

George F. Young brings new thinking and fresh ideas to every project. Through communication and training, we stay well engaged in the ongoing development of new technologies, processes and regulatory changes in the engineering and survey industries. If there is a way to do it better, we find it!

Beginning in 1919, the idea was simple: "provide the highest attention to solutions and stay passionately committed to integrity, quality, and service". As one of the most recognized, long-standing companies in Florida, we offer a dedication to serving our clients with the very best service. We do that by embracing a passionate culture of putting the customer at the center of everything we do.

The multiple projects completed over the decades have resulted in a solid reputation for outstanding technical knowledge, based on our experience, and the promise to approach each project with attention and integrity.

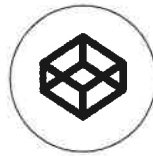


From Concept to Completion

Our expertise includes both land development engineering and site-specific design for hospitality, multifamily, retail, institutional, industrial, community and recreational uses, for the public and private sector.

From project concept through completion, we will provide the resources of our experienced staff of professionals, technicians, and specialists who are dedicated to delivering service second to none. Our approach is combining our full service, in-house team and assigning one project manager, whether it's for one service or various services, and to provide a single point of contact with coordinated effort to seamlessly move your project from start to finish.

We continue to stand by the core values that our founder, Mr. Young, built this company on and will remain passionately committed to integrity, quality and dedication to superior service and long-term relationships.



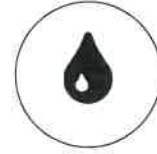
Structural & Civil
Engineering



Traffic
Engineering



Land
Surveying



Water
Infrastructure



Subsurface Utility
Engineering



Utility
Coordination



GIS



Ecology





PROJECT UNDERSTANDING

This project consists of a 335-acre expansion of an existing county park, Bone Valley OHV Park, located in the southwest of the county on CR 630. The Bone Valley Park addition will provide trail riding facilities for off road vehicles and motorcycles. There will be a recreational vehicle campground for visitors who wish to spend several days trail riding.

Structural design is anticipated for the following structures with a total approximated area of 15,000 SF:

- Check In Gate House/Security
- Bath Houses/Washrooms
- Grand Pavilion/Restrooms
- 250 car illuminated parking
- Food Truck multi use pad
- Concession Area
- 66 pad RV/trailer campground
- Gray water/Sanitary Pump out
- Maintenance shed

The construction of the new buildings is anticipated to be pre-engineered metal (PEMB) or precast concrete structures with shallow foundations on grade. The design of the foundations will be coordinated with the recommendations by the Geotechnical Engineer of Record for the project.

The design team will provide design submittals for Schematic Design, Design Development, Construction Documents and Construction Administration.



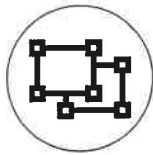
BASIC SCOPE OF SERVICES

Based upon our understanding of the Project as described above, George F. Young, Inc. intends to provide the following Basic Scope of Services. This scope of services has been prepared based upon usual and ordinary design, permitting, and construction procedures, as well as specific discussions between representatives of both parties.



01 // Schematic / Design Development Phase

1. Provide preliminary structural engineering layouts and sketches to provide support for the development phase.
2. Specify the design criteria for delegated design items and specify required submittals for Engineer of Record review.
3. Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
4. Provide (1) site visit for coordination with other disciplines.



02 // Construction Document Phase

1. Provide structural framing updates and/or retrofits as necessary.
2. Attend weekly design coordination meetings with architect and other engineering disciplines to review progress and schedule.
3. Provide construction specifications for primary structural components.
4. Submit signed and sealed construction documents for Construction.
5. Provide (1) site visit for coordination with other disciplines.



03 // Construction Administration Phase

1. Review and approve or take other appropriate action with respect to Shop Drawings and Samples and other data, which contractor is required to submit, but only for conformance with the information given in Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the contract documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The consultant has no obligation to meet any Contractor's submittal schedule that is earlier than acceptable to Consultant.
2. Review and respond to requests for information, if required.
3. Provide structural revision and addenda as required for clarification.
4. Provide site visits at an appropriate stage of construction to observe the progress and quality of construction and provide site visit reports.



GENERAL CONDITIONS

1. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.
2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
3. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees, and charges, which are necessary to perform the terms of this agreement.
4. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
5. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal, and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
6. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
7. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to

complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.

8. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended for more than 90 days and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
9. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
10. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
11. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
12. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
13. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
14. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing plus a \$250.00 administrative collection fee.

15. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
16. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
17. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
18. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
19. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
20. The Consultant agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors, and employees (collectively Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
21. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.
22. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to

all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

23. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.
24. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.
25. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.
26. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the Project is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.
27. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements
- (b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
- (c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

28. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
29. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
30. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.
31. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.
32. From time to time and depending upon the circumstances, Consultant will utilize the services of third-party service providers (Subconsultants) to assist Consultant in providing professional services to Client.
33. **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

George F. Young, Inc. | Standard Rate Schedule |
(Rates listed below are PER HOUR, unless otherwise noted)

Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	\$245.00	Principal Engineer	\$250.00	Principal Structural	\$240.00
Surveyor III	\$220.00	Engineer III	\$220.00	Structural III	\$210.00
Surveyor II	\$185.00	Engineer II	\$175.00	Structural II	\$170.00
Surveyor I	\$140.00	Engineer I	\$130.00	Structural I	\$130.00
Building Info Modeling	Rate	GIS	Rate	Project Staff	Rate
BIM III	\$185.00	Geospatial Project Mgr	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00
Traffic Engineering	Rate	Technical Staff Designers	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$250.00	Designer III	\$155.00	4 Person Crew	\$340.00
Traffic Engineer III	\$220.00	Designer II	\$140.00	3 Person Crew	\$270.00
Traffic Engineer II	\$175.00	Designer I	\$110.00	2 Person Crew	\$200.00
Traffic Engineer I	\$130.00			1 Person Crew	\$120.00
Technicians	Rate	CEI Inspectors	Rate	Ecology	Rate
Technician III	\$120.00	Inspector III	\$170.00	Principal Ecologist	\$215.00
Technician II	\$110.00	Inspector II	\$150.00	Senior Ecologist	\$155.00
Technician I	\$90.00	Inspector I	\$125.00	Ecologist	\$120.00

****Rates include transportation within a fifty (50) mile radius of office and basic equipment.**

****Rates do NOT include specialty equipment including boats. See equipment rates below.**

Subsurface Utility Designation and Location	Rate		Rate
Location Vac. Truck and Crew	\$2,915.00	Per Day	Principal Utility Manager \$225.00
Designation Truck and Crew including GPR	\$2,814.00	Per Day	Sr. Utility Project Manager \$170.00
Ground Penetrating Radar (GPR) with Operator	\$1,836.00	Per Day	Utility Project Manager \$135.00
Mobilization/Demobilization	\$400.00	Per Day	Chief Utility Coordinator \$200.00
Maintenance of Traffic (MOT)***	\$500.00	Per Day	Sr. Utility Coordinator \$160.00
			Utility Coordinator \$135.00

*****Actual MOT Fee to be negotiated for each project based upon field conditions**

Specialty Survey Equipment	Rate		Rate
24 Foot Survey Boat	\$1,000.00	Per Day	ATV (4-wheel drive) \$250.00 Per Day
14 Foot or 17 Foot Survey Boat	\$500.00	Per Day	EchoSounder \$100.00 Per Day
Air Boat	\$500.00	Per Day	Trimble DGPS with Hypack \$250.00 Per Day
			Static Laser Scanner \$680.00 Per Day

Specialty Services	Rate		Rate
Drone Remote Pilot	\$200.00	Per Hour	Drone Visual Observer \$80.00 Per Hour

Legal Assistance	Rate
Engineering Preparation and/or Testimony	\$350.00
Survey Preparation and/or Testimony	\$315.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost

Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

****** Standard rates are subject to annual increases. ******



PROFESSIONAL AGREEMENT ACCEPTANCE

Description of services to be provided:

Consultant agrees to perform professional services as set forth in Project Understanding attached hereto and incorporated herein by this reference ("basic services").

The Client is expected to furnish Consultant with complete information as to its requirements including any special or extraordinary considerations for the Project or special services needed, also to provide Consultant all existing pertinent data.

FEE: The Client agrees to compensate Consultant for the above referenced services:

☐

A Lump Sum fee of _____

☒

In accordance to Compensation Schedule attached hereto and incorporated herein by this reference ("schedule")

☐

On an hourly basis at our prevailing standard hourly rates set forth herein on Exhibit E attached hereto and incorporated herein by this reference ("rates").

RETAINER: In order to commence work a retainer in the amount of \$0 must be received by Consultant. The retainer will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice any excess will be returned.

ACCEPTANCE: By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed. In accordance with Chapter 713.06, Florida Statutes, Consultant reserves the right to file a "Notice to Owner".

Project Name: Bone Valley OHV Park

This agreement is entered into on March 14, 2024, the effective date, for the terms and conditions listed above and on the previous pages of this agreement by and between:

The Lunz Group

ATTN: James Pendley
58 Lake Morton Dr
Lakeland, FL 33801
P: (863) 682-1882
E: jpendley@lunz.com

George F Young, Inc.

Daniel Diaz, P.E.
1408 N Westshore Blvd, Suite 205
Tampa, FL, 33607
P: (727) 657-0773
E: ddiaz@georgefyoung.com

Authorized Signature - Client, as Owner or authorized agent
for the Owner

Date:

Authorized Signature - George F. Young, Inc.

Date:



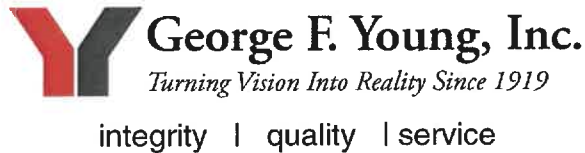
PROJECT **PROPOSAL**

Bone Valley ATV Park Site

Proposal #: 24001400TC

Prepared for **The Lunz Group**
58 Lake Morton Drive
Lakeland, FL 33801
Craig Fennig
P: 863.682.1882 | E: cfennig@lunz.com

Prepared by **George F Young, Inc.**
1408 N Westshore Boulevard, Suite 205
Tampa, FL 33607
Nicolas Malabet, PE
P: 813.223.1747 | E: nmalabet@georgefyoung.com



February 24, 2025

The Lunz Group
ATTN: Craig Fennig
58 Lake Morton Drive
Lakeland, FL 33801

In response to your request, George F. Young, Inc. (GFY) is pleased to provide you our proposed scope and fee for professional engineering services for the Bone Valley ATV Park Site project at 10426 Hwy 630 W, Fort Meade, FL 33841. This scope reflects our previous correspondence regarding the property and project, our understanding of the project, our research efforts, and the information provided. We trust the information contained in the attached proposal is consistent with your understanding.

Our basic scope of services amounts to \$105,485 in civil/site development fees. We have additionally included a list of supplemental services to be authorized at your discretion as required for this project. We are open to additional scope discussions and subsequent fee negotiations or general condition adjustments that may need to be made upon your review.

We appreciate the opportunity to be of service to you on this project and look forward to working with you on the successful development of the Bone Valley ATV Park Site project. Please feel free to contact us if you should have any questions.

Sincerely,

George F. Young, Inc.

A handwritten signature in blue ink, appearing to read 'Nicolas Malabet'.

Nicolas Malabet, PE
Project Manager, Civil Engineering
P: 813.223.1747
E: nmalabet@georgefyoung.com



813.223.1747



1408 N Westshore
Boulevard, Suite 205
Tampa, FL 33607



www.georgefyoung.com



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GEORGE F. YOUNG, INC.

ABOUT US

Welcome to George F. Young, Inc.

Everything we do is about creating and improving the communities we live in. We achieve this by helping our partners turn their vision into reality. We are a full-service engineering and surveying firm ready to take on our client's challenges.

George F. Young brings new thinking and fresh ideas to every project. Through communication and training, we stay well engaged in the ongoing development of new technologies, processes and regulatory changes in the engineering and survey industries. If there is a way to do it better, we find it!

Beginning in 1919, the idea was simple: "provide the highest attention to solutions and stay passionately committed to integrity, quality, and service". As one of the most recognized, long-standing companies in Florida, we offer a dedication to serving our clients with the very best service. We do that by embracing a passionate culture of putting the customer at the center of everything we do.

The multiple projects completed over the decades have resulted in a solid reputation for outstanding technical knowledge, based on our experience, and the promise to approach each project with attention and integrity.

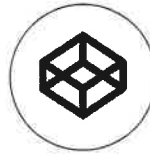


From Concept to Completion

Our expertise includes both land development engineering and site-specific design for hospitality, multifamily, retail, institutional, industrial, community and recreational uses, for the public and private sector.

From project concept through completion, we will provide the resources of our experienced staff of professionals, technicians, and specialists who are dedicated to delivering service second to none. Our approach is combining our full service, in-house team and assigning one project manager, whether it's for one service or various services, and to provide a single point of contact with coordinated effort to seamlessly move your project from start to finish.

We continue to stand by the core values that our founder, Mr. Young, built this company on and will remain passionately committed to integrity, quality and dedication to superior service and long-term relationships.



Civil
Engineering



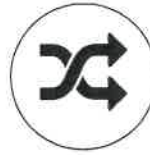
Traffic
Engineering



Land
Surveying



Water
Infrastructure



Subsurface Utility
Engineering



Utility
Coordination



GIS



Ecology



1
2
3

Exhibit A

PROJECT UNDERSTANDING & BASIC SCOPE OF SERVICES

A. PROJECT UNDERSTANDING

The Lunz Group (Client) is developing the site located at 10426 Hwy 630 W, Fort Meade, FL 33841. The project includes three parcels: PID #23313600000012010 with approximately 55.5 acres, PID #24313100000011030 with approximately 194.6 acres, and PID #24313000000022020 with approximately 81.9 acres. The project site is a former phosphate mine area owned by Polk County Parks and Natural Resources (PNR). The Client intent is to develop the site for a campground and All Terrain Vehicles (ATV) motocross race track and related supporting facilities. The proposed development includes a new entrance from CR 630, interior roads, bathhouses, parking facilities, food truck multiuse area, concession area, RV trailer campground, septic tank systems, and maintenance shed. The Client has requested George F. Young, Inc.'s (GFY) assistance with civil engineering and permitting services for the proposed development.

It is assumed that the zoning and underlying entitlements for the proposed development are already in place or will be in place (by others) without assistance from this scope of work. Should GFY be needed for assistance with the zoning approval process including attendance on calls, meetings, site planning, or hearings, these services can be extended to the Client as a supplemental services agreement. It is understood that GFY will develop the site design in accordance with the concept plan and no additional amendments or modifications will be required for zoning entitlements with Polk County.

B. SCOPE OF SERVICES

GFY will provide civil engineering support services as outlined below. Geotechnical, structural, traffic studies, environmental assessments, landscaping, and other non-civil-specific disciplines not specifically called for in this scope are excluded and can be provided under a separate contract.

01 // Project Management and Coordination

- a) GFY will conduct the following activities from the notice-to-proceed (NTP) extending through project completion:
 - Attend project Kickoff meeting in person with client and Polk County staff prior to commencing work to review schedule, project approach, and objectives.
 - Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip). Participate in general coordination (virtual meetings) with the client, client's representatives, and other specialty subconsultants during the preliminary and design phases (not to exceed 6 months). GFY has initially budgeted 25 hours for coordination and to address designs during preliminary and civil design phases.
 - Overall project coordination, invoicing, and progress updates to client.
 - Prior to exceedance of the initially budgeted hours for general coordination meetings, the client will be notified for approval to continue and be charged for additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.

02 // Conceptual Site Plan and Pre-Application Meetings

- a) Conceptual architectural site plans will be developed by client. GFY will provide assistance during conceptual architectural site plan to include the below activities.
 - Coordinate with client to obtain all other necessary property information, Polk County requirements, design considerations, site constraints, and other design needs related to the proposed improvements.
 - Code investigation,
 - Zoning analysis to maximize development area and setbacks,
 - Construction phasing options.
 - Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip).

- phase.
- b) Once a conceptual architectural site plan is approved by the client and Polk County, GFY will develop a final engineering conceptual site plan to be used in the Pre-Application Meetings. This effort includes the following activities:
- Utilities Analysis:
 - GFY has assumed that water/sewer connection points to public utilities are not available. Conceptual evaluation will include location of on-site septic tanks and drain fields.
 - Provide schedule/fee of all permits necessary for site plan approval (site development permit). Include county and state approvals needed (SWFWMD, ERP, FDEP/FDOH, etc.)
 - Identify site plan permit (review) fees.
 - Identify any impact fees and other concurrency that may be due and the required timing of such fee.
 - Outline site plan approval process, projected timing, and applicable land development code(s).
 - Stormwater Drainage & Water Quality:
 - Identify water management district and any existing or pending approvals.
 - Review limitations of previous/impervious limits.
 - Incorporate extent of potential mitigations (environmental services provided by others). Provide mitigation options. Identify flood zone and Base Flood Elevation.
 - Transportation/Access considerations:
 - Determine traffic study requirements.
 - Determine jurisdiction of abutting roads.
 - Identify best points of ingress/egress.
 - Consider fire department access requirements.
- c) GFY will conduct one virtual pre-application meeting with each of the following agencies having jurisdiction to confirm zoning, land use, levels of service, availability of utilities, availability of access, and specific design criteria and permitting requirements for the project.
- Southwest Florida Water Management District (SWFWMD).
 - Polk County Development Review Services.
- d) Deliverables:
- GFY will provide client with one (1) engineering site plan (in pdf format) for review and comment.
 - Approved engineering site plan to be used on subsequent tasks.
 - GFY will provide client with meeting minutes from each of the completed agency meetings.

03 // Surveying

- a) Scope of surveying will be defined when directed by client. Once a conceptual architectural site plan has been developed and approved, GFY can prepare a separate proposal for this effort.
- b) Surveying will be necessary to develop the required civil designs.

04 // Geotechnical Investigation

- a) Scope of geotechnical investigation will be defined when directed by client. It is understood PNR may use previous geotechnical firm for this effort. If geotechnical services are required, GFY will coordinate with a geotechnical firm (subconsultant) to develop and conduct necessary site evaluations required for the site development. A conceptual engineering site plan is required to develop the geotechnical evaluation scope of work.
- b) Geotechnical investigations will be necessary to develop the required civil designs.

05 // Environmental Assessment

- a) Scope of environmental assessment will be defined when directed by client. When requested, GFY can prepare a separate proposal for this effort.
- b) Environmental assessment will be necessary to develop the required civil designs.

06 // Traffic Engineering Services

- a) Scope of traffic engineering services will be provided once a conceptual engineering site plan has been selected and approved by client and pre-application meeting completed with Polk County. At that moment, GFY will coordinate with a transportation engineering firm (subconsultant) to develop and conduct necessary traffic evaluations required as part of the site development.
- b) Traffic impact study will be necessary to develop the required civil designs.
- c) Deliverables:
 - GFY will provide client with a separate proposal detailing the scope and fee to conduct the traffic engineering services.

07 // Landscape Architecture Services

- a) Scope of Landscape Architecture services:
 - Review of site and pertinent ordinances and codes
 - Coordinate with existing trees and tree removal mitigation.
 - Meet city code minimum landscape requirements for new parking lot and concessions area. Buffer as needed along project area.
 - Help with permitting as needed
 - Irrigation design for proposed landscaping as needed
 - Attend meetings (within Tampa Bay Region) and meet milestones as directed by the Client
 - Prepare construction documents stated herein

Task 1: Assimilation of Data

- Review survey and proposed engineering plans; pertinent codes and restrictions; surrounding land use impacts; and site-specific requirements
- Conference with Client/county and others appropriate to receive information to develop and verify the project program, scope, budget and schedule
- Prepare base plan from Client-provided electronic media in format suitable for presentation purposes
- Visit site to record existing conditions

Task 2: Construction Documents

- Prepare Landscape and Irrigation Construction Documents, prepare landscape materials index, including quality, size and quantity, final layout plans for landscape irrigation plans.
- Verify documents for compliance with pertinent permitting agency requirements and construction regulations
- Prepare technical specifications for scope-related items

08 // Civil Design Plans

- a) GFY will implement recommended improvements obtained from the geotechnical report and environmental considerations (both reports not part of this scope) and develop the full set of civil construction drawings including the following:
 - Final Engineered Base Drawing

- Upon client approval of the selected conceptual engineering site plan, GFY will prepare a final engineering base drawing in AutoCAD® format (suitable for final design purposes). The final engineering base drawing will incorporate all client approved building footprint(s) and improvements.
- Site Plan
 - Prepare a site plan including all jurisdictional requirements necessary to secure a Site Development Permit.
 - Alignment of all other non-paved interior road network will be provided for reference purposes only. Client and PNR will coordinate with others for respective design.
 - All non-paved interior roads are assumed compacted shell road base and not part of this scope. These additional services can be provided upon request for an additional fee.
 - Trail and Track System details and typical sections are not part of this scope. This design and associated details (signed and sealed by others) can be included as part of the permitting package as an annex to the the civil set.
- Grading Plan
 - Prepare a site-specific grading plan, including necessary spot elevations contours, drainage features, and other information necessary to stake and construct the site grading.
- Signage and Pavement Marking Plan
 - Prepare a site signage and pavement marking plan per jurisdiction's requirements, including Federal ADA requirements.
 - Coordinate with client for any other site specific signage requirement.
- Paving Plan
 - Prepare site-specific paving plan detailing types, thicknesses (based upon the geotechnical report recommendations – prepared by others) and locations of all proposed (as applicable) on-site curb and gutter, sidewalk, curb ramps, and pavement as necessary for construction. Pavement design will be defined in a typical section.
 - Paving plan includes the following specific areas:
 - From the main entrance along CR 630 up to the RV trailer campground.
 - 250 car parking area.
 - Multiuse area.
- Utility Plan
 - Prepare site-specific sanitary sewer plans detailing lift stations, septic tank systems, and drain fields:
 - Other specific electrical/plumbing connections to structures are not part of this scope and will be coordinated with respective MEP subconsultant.
 - GFY will evaluate sanitary sewer plan design to provide service to the proposed facilities, including:
 - Checkin/Gatehouse, Bathhouses, Grand Pavilion Restroom, RV/Trailer Campground, and Maintenance Shed.
 - GFY will coordinate with a licensed water well contractor (subconsultant) for recommended water well location, and required details.
 - Other specific electrical/plumbing connections to structures are not part of this scope and will be coordinated with respective MEP subconsultant.
 - Cost for licensed water well contractor services not included in this scope. This effort can be provided as a separate scope and fee once the overall development has been completed.
- Storm Sewer Plans
 - Prepare site-specific storm sewer plans and profiles per Polk County and SWFWMD requirements.
 - Stormwater pump design is not anticipated to be necessary and is therefore excluded. Should stormwater pump design be determined necessary, this effort can be performed under a separate services agreement.
 - Offsite stormwater improvements are not anticipated to be necessary and are therefore excluded. Should offsite stormwater design be determined necessary, this effort can be performed under a separate services agreement.
 - Profiles and cross sections of ponds and public driveway connections will be provided as needed.

- Stormwater Management Plan and Report
 - Prepare a site-specific Stormwater Management Plan (SWMP) for proposed disturbed areas, per County and State requirements. This task specifically includes both the SWMP report and plans.
 - Stormwater Pollution Prevention Plan
 - Prepare a site-specific Stormwater Pollution Prevention Plan (SWPPP) per jurisdictional requirements, if required.
 - Preliminary and Final Drainage Reports
 - Prepare site-specific Preliminary and Final Drainage Reports, per County and State requirements. This scope of services to specifically include the design of one (1) on-site Stormwater Management Pond if applicable.
- b) Attend one (1) on-site visit with the client to review additional design considerations. (estimated 2 hour on-site plus 2 hour round trip).
- c) Provide an engineered probable cost on each design submittal phase (30%,60%,90% & 100%).
- d) The consultant will prepare construction contract documents including general conditions bid tabulation schedules.
- e) Deliverables:
- Draft civil construction drawings will be electronically submitted to the client at the following milestones for review and comment. Based on comments received during the review, GFY will finalize the construction drawings:
 - 30% design: includes overall site plan, general improvement areas and engineered probable cost.
 - 60% design: addresses review comments, includes survey and pertinent civil design details and engineered probable cost.
 - 90% design: addresses review comments, includes pertinent civil design details and engineered probable cost.
 - 100% design: addresses review comments, includes all applicable civil design details and engineered probable cost.
 - Blank Bid Sheets and Schedule of Values.

09 // Permitting

- a) GFY will prepare and submit to the appropriate agencies, standard site engineering permit applications upon completion of the construction drawings. GFY will prepare the permit application forms and exhibits in accordance with and containing specific technical information required by the agencies. Should the reviewing agencies request additional data, reports, studies, etc., during their review, preparation of such data that could not be reasonably anticipated will be considered an Additional Service and GFY compensated therefore, as the scope of such requests cannot be predetermined. Clarifications to the submittal plans and reports requested by the permitting agencies to deem the applications complete will be addressed as a part of these basic services.
- Polk County Site Permitting
 - If during pre-application meeting with Polk County it is determined that off-site road improvements are deemed necessary for development in order to bring adjacent road(s) to minimum life safety standards, GFY will prepare a separate scope and fee for design and permitting of the requested improvements.
 - FDEP / Florida Department of Health
 - prepare required application forms and supporting documentation for the proposed septic tank systems and drain fields.
 - Southwest Florida Water Management District (SWFWMD)
 - Environmental Resource Permit Application (ERP)
 - Coordination with a licensed water well contractor (subconsultant) for the permitting and submittal of required forms and supporting documentation, including a conscriptive water use permit (as applicable).

- Cost for licensed water well contractor services not included in this scope. This effort can be provided as a separate scope and fee once the overall development has been completed.

Note: EPC Permitting is excluded for any wetland impacts, in case the EPC requires permitting an additional service agreement will be extended to the Client for approval

10 // Construction Administration Phase - Civil

- a) GFY will provide construction administration services on a part-time basis for the duration of the construction. GFY has initially budgeted 48 hours to be billed on a Time and Material basis. Prior to exceedance of the initially budgeted hours, the client will be notified for approval to continue and be charged for the additional hourly effort per the rate compensation table at the Project Manager/Sr. Engineer rate.
- GFY will review shop drawing submittals from the Contractor.
 - GFY will review requests for substitution in terms of quality, costs, constructability, and project impact.
 - GFY will respond to shop drawings within 24 hours of submittal.
 - GFY has initially budgeted eight (8) hours for this effort.
 - GFY will provide project interpretations and modifications support throughout the project.
 - This support will include preparing responses to contractor questions during construction on behalf of the client. GFY will respond to Requests for Information within 24 hours of submittal depending on level of request.
 - GFY has initially budgeted eight (8) hours for this effort.
 - GFY will attend up to four (4) site inspections (estimated 2 hour on-site plus 2 hour round trip each inspection) at different stages of construction to confirm civil compliance with the construction drawings and to document activities.
 - GFY has initially budgeted sixteen (16) hours for this effort.
 - Review as-built drawings (provided by the Contractor) during the construction process and produce Record Drawings.
 - GFY has initially budgeted eight (8) hours for this effort.
 - Provide Engineer's certificate of completion for permits and project closeouts.
 - GFY has initially budgeted eight (8) hours for this effort.

C. ASSUMPTIONS AND LIMITATIONS

This scope of services does not include any work not explicitly stated herein. The following are the scope and fee assumptions and limitations:

1. GFY is not responsible for project delays outside of our control, including but not limited to, reports or evaluations completed by others.
2. Supplemental services not included in this scope of services and that are determined to be necessary during progress of the Project will be detailed in writing, negotiated, and authorized in writing by client and may require scope of service modification prior to the performance of any supplemental services.
3. Payment of any regulatory fees and permits with County, or applicable permitting agencies, are not part of this scope. These additional services can be provided upon request for an additional fee.
4. Additional progress meetings and site inspections during construction beyond those indicated in this scope of services can be provided as part of additional services.
5. Survey and mapping, environmental evaluation, subsurface utility investigation, geotechnical evaluation, and all other services not specifically indicated herein are not part of this scope. These additional services can be provided upon request for an additional fee.

Exhibit C



STANDARD RATE SCHEDULE

Professional Staff					
Surveying & Mapping	Rate	Civil Engineering	Rate	Structural Engineering	Rate
Principal Surveyor	\$250.00	Principal Engineer	\$260.00	Principal Structural	\$250.00
Surveyor III	\$230.00	Engineer III	\$235.00	Structural III	\$210.00
Surveyor II	\$195.00	Engineer II	\$185.00	Structural II	\$170.00
Surveyor I	\$145.00	Engineer I	\$140.00	Structural I	\$135.00

Building Info Modeling	Rate	GIS	Rate	Project Staff	Rate
BIM III	\$185.00	Geospatial PM	\$185.00	Principal	\$250.00
BIM II	\$150.00	Geospatial Analyst III	\$160.00	Project Coordinator III	\$130.00
BIM I	\$120.00	Geospatial Analyst II	\$135.00	Project Coordinator II	\$100.00
		Geospatial Analyst I	\$115.00	Project Coordinator I	\$85.00

Traffic Engineering	Rate	Ecology	Rate	Survey Crews **	Rate
Principal Traffic Eng.	\$335.00	Principal Ecologist	\$220.00	4 Person Crew	\$360.00
Traffic Engineer III	\$230.00	Senior Ecologist	\$155.00	3 Person Crew	\$285.00
Traffic Engineer II	\$195.00	Ecologist	\$120.00	2 Person Crew	\$210.00
Traffic Engineer I	\$150.00	Environmental Tech	\$100.00	1 Person Crew	\$125.00

Technicians	Rate	CEI Inspectors	Rate	Technical Designers	Rate
Technician III	\$130.00	Inspector III	\$175.00	Designer III	\$155.00
Technician II	\$110.00	Inspector II	\$150.00	Designer II	\$140.00
Technician I	\$90.00	Inspector I	\$125.00	Designer I	\$110.00

**Rates include transportation within a fifty (50) mile radius of office and basic equipment.

**Rates do NOT include specialty equipment including boats. See the equipment rates below.

Subsurface Utility Designation and Location			
Equipment	Rate	Staff	Rate
Location Vac. Truck and Crew	\$295.00	Sr. Utility Project Manager	\$225.00
Designation Truck and Crew including GPR	\$245.00	Utility Project Manager	\$170.00
Ground Penetrating Radar with Operator	\$185.00	Chief Utility Coordinator	\$225.00
Field Crew Supervisor	\$140.00	Utility Coordinator	\$160.00

***MOT and Mobilization Fees be negotiated for each project based upon field conditions

Specialty Survey Equipment					
Equipment	Rate			Rate	
24 Foot Survey Boat	\$1,250.00	Per Day	Side-By-Side	\$250.00	Per Day
Boats Under 24 Ft	\$500.00	Per Day	Navvis Scanner	\$500.00	Per Day
Mudd Ox Track Vehicle	\$500.00	Per Day	Static Laser Scanner	\$680.00	Per Day
Specialty Services		Rate			
Drone Remote Pilot	\$205.00	Per Hour	Drone Visual Observer	\$85.00	Per Hour

Legal Assistance	Rate
Engineering/Survey Preparation	\$350.00

Per Diem (in Florida) | Standard per diem rates published by gsa.gov plus lodging at cost Reimbursable Expenses | Sub consultant fees at cost plus 10%. Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS. Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

*****Standard rates are subject to annual increases ***** Effective date: January 2025



Exhibit D

CLIENT'S RESPONSIBILITIES

In addition to other responsibilities of Client as set forth in this Agreement, Client shall provide the following items at its expense, if desired by Client or required to obtain development approval, either through an Additional Services Authorization (ASA) with George F. Young, Inc. (GFY); by Client's additional consultant(s), or directly by Client as applicable.

1. All criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
2. Any Consultant services not provided by GFY including, but not limited to, archeological services, electrical engineering, environmental engineering, geotechnical engineering, mechanical engineering, structural engineering; as may be required for permitting, development approval, and completion of the Project.
3. Signatures and/or authorizations by owners and/or others as required for permit applications and/or platting.
4. Provide for direct payment of all application, permitting, recording, advertisement, impact, and bidding fees.
5. Arrange for safe access to and make all provisions for Consultant to enter upon private property as required for Consultant to perform services under the Agreement.
6. A title policy including copies of the property deed(s) as required for permitting and/or platting, if requested.
7. Provide a copy of the contract for the purchase of the subject property, if not owned by the Client.
8. The client will provide written notification of the necessity of having an earthwork balance prior to the execution of this agreement.
9. The client will notify the Consultant in writing of any critical schedule requirements prior to execution of this agreement.
10. The client will provide architectural, structural, mechanical, electrical, and plumbing drawings including locations and access details of all ADA accessible entrances or special provisions necessary for the Project.
11. The client will provide locations of all utility and roof drain connections to each building with design flows, capacities or demands.
12. The client will provide fixture counts, estimates of potable water demand and required pressures, required fire flows and pressures and roof drain sizes at connections to the site utilities.
13. Fire protection system design shall be provided by the Client's fire protection consultant from the on-site backflow preventer up to and into the building(s).

14. The client will provide any legal services with regard to issues pertaining to the project, as Client requires or as necessary for development approval.
15. The client will provide all Condominium, Homeowners Association, or Merchants Association documents if required by regulatory agencies for permitting and/or local government for Record Platting and/or Condominium Platting.
16. Client will provide any services not specifically included in the Exhibit A, Basic Scope of Services and CHECKED OFF Exhibit B, Optional Scope of Services including, but not limited to, retaining walls, site lighting, railings, fencing/gates, and traffic signalization controls, either desired by Client to enhance the Project or to obtain development approval.
17. If Client provides any surveying, the drawings must be provided in AutoCAD format acceptable to Consultant for design of the Project.
18. All work required to modify plans and/or permit applications when a previously accepted design decision is reversed and or modified during the Final Design Phase or the Construction Document Phase.
19. In addition, it is the Client's responsibility to give prompt notice to the Consultant whenever the Client observes or otherwise becomes aware of a Hazardous Environmental Condition or any other activity that affects the scope or time of services.



Exhibit E

GENERAL CONDITIONS

1. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.
2. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
3. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees, and charges, which are necessary to perform the terms of this agreement.
4. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the Project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
5. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal, and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
6. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
7. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.
8. CADD submittals to or on behalf of Client will be prepared using AutoCAD 2012 and George F. Young, Inc. CADD standards, and shall be considered within the Scope of Services of the Agreement. Submittals in other electronic formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Services.

9. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended for more than 90 days and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
10. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.
11. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
12. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
13. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
14. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
15. Client agrees to pay a monthly late payment charge, which will be the lesser of, one percent (1%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing plus a \$250.00 administrative collection fee.
16. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
17. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
18. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking and/or reestablishing control points shall be paid for by Client as Additional Services.

19. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
20. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
21. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
22. The Consultant agrees, to the fullest extent permitted by law to indemnify and hold harmless the Client, its officers, directors, and employees (collectively Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, and employees (collectively Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
23. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 5J-17 Florida Administrative Code. It is understood by the Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this agreement.
24. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.
25. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.
26. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including, but not limited to, any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.

27. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.
28. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.
29. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which the Project is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.
30. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements
(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.
31. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.
32. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
33. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.
34. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.
35. From time to time and depending upon the circumstances, Consultant will utilize the services of third-party service providers (Subconsultants) to assist Consultant in providing professional services to Client.
36. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.



Exhibit F

PROFESSIONAL AGREEMENT ACCEPTANCE

Description of services to be provided:

Consultant agrees to perform professional services as set forth on Exhibit A, Basic Scope of Services attached hereto and incorporated herein by this reference ("basic services") and any Supplemental Scope of Services if indicated.

Client Responsibilities: Client shall have the responsibilities set forth herein on Exhibit D attached hereto and incorporated herein by this reference ("responsibilities").

The Client is expected to furnish Consultant with complete information as to its requirements including any special or extraordinary considerations for the Project or special services needed, also to provide Consultant all existing pertinent data.

FEE: The Client agrees to compensate Consultant for the above referenced services:

☐

A Lump Sum fee of _____

☒

In accordance to Compensation Schedule attached hereto and incorporated herein by this reference ("schedule")

☐

On an hourly basis at our prevailing standard hourly rates set forth herein on Exhibit E attached hereto and incorporated herein by this reference ("rates").

RETAINER: In order to commence work a retainer in the amount of **\$0** must be received by Consultant. The retainer will be applied to the final invoice. If the amount of the retainer exceeds the amount of the final invoice any excess will be returned.

ACCEPTANCE: By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed. In accordance with Chapter 713.06, Florida Statutes, Consultant reserves the right to file a "Notice to Owner".

Project Name: BONE VALLEY ATV PARK SITE

This agreement is entered into on 02/24/2025, the effective date, for the terms and conditions listed above and on the previous pages of this agreement by and between:

The Lunz Group

ATTN: Craig Fennig
58 Lake Morton Drive
Lakeland, FL 33801
P: 863.682.1882
E: cfennig@lunz.com

George F Young, Inc.

1408 N Westshore Boulevard, Suite 205
Tampa, FL 33607
Nicolas Malabet, PE
P: 813.223.1747
E: nmalabet@georgefyoung.com

Authorized Signature - Client, as Owner or authorized agent
for the Owner

Authorized Signature - George F. Young, Inc.

Date:

Date:



March 14, 2024

Mr. James Pendley
The LUNZ Group
58 Lake Morton Drive
Lakeland, FL 33801

Via email to: jpendley@lunz.com

Project: The LUNZ Group, Polk ORV Park – Bone Valley, FL

Subject: Fee Proposal for MEP Engineering Design

Dear James:

Pursuant to your request, **LUSEO Group LLC dba LUSEO Engineering** ("LUSEO") is honored to provide our fee proposal for the rendition of the professional services described herein to **The LUNZ Group** (hereafter, "Client") for the above-referenced project (the "Project").

This proposal, LUSEO's rate sheet and payment provisions (Exhibit A) and LUSEO's terms and conditions (Exhibit B), upon execution, shall serve as the agreement between the Client and LUSEO, for the provision of professional services as set forth herein (the "Agreement"), with respect to the above referenced Project.

1 – Purpose of Engagement

The Client is the Architect of Record for an ORV located in Polk County, Florida. Based on the plans provided by the Client, the project includes the following:

- **Buildings**
 - Check In Gate House/Security
 - Bath Houses/Washrooms
 - Grand Pavilion/Restrooms
 - 250 car illuminated parking
 - Food Truck multi use pad
 - Concession Area
 - 66 pad RV/trailer campground
 - Gray water/Sanitary Pump out
 - Maintenance shed

If any of the above assumptions are incorrect, LUSEO will be pleased to revise our proposal accordingly.



2 – MEP/FP Assumptions

For the purposes of our design efforts, we make the following assumptions regarding critical elements of the building's MEP/FP systems. If any of our assumptions are incorrect, we will be pleased to revise our proposal accordingly:

- Utilities
 - Electric utility service calculations/coordination with Peace River Electric Utility will be required (LUSEO to coordinate, if required).
 - Connection to on-site well water.
 - Connection to LP gas as energy fuel if requested.
- HVAC
 - Split system A/C for Gate/Security Building, Maintenance Shed Office.
 - Bath Houses, Washrooms, Concession, ventilation.
- Plumbing
 - Typical plumbing (water, sanitary(septic), storm and vent).
 - Standard water/sanitary distribution to sinks and bathrooms.
 - Condensate drainage from cooling and refrigeration equipment (if any).
 - Local hot water to be provided by electric or LP instantaneous or small gallonage electric tank units.
 - Stormwater design (coordinated with civil engineering).
 - Septic system local to Gatehouse, Bathhouses, Washrooms, Pavilion, Maintenance Shed.
- Electrical
 - Existing, and adequate commercial electrical service and AI distribution (#6 and above).
 - Commercial power distribution for RV park, Pavilion equipment, exterior building attached lighting, Maintenance Shed/office, Food Truck pad.
 - Expandable service for future equipment loads.
 - *Lighting will be designed as per Florida Building Code requirements utilizing local switches, and occupancy sensors for automatic controls. If the client requires a more sophisticated level of design, a lighting consultant will have to be retained by the client.*
- Fire and Life Safety
 - Code minimum design for emergency lighting and central fire alarm with control panel and annunciator (for permit set– detailed design by others).
 - Coordination with BDA consultant (if required).





3 – Base Scope of Engineering Services to be Provided

MEP engineering design will be provided to accommodate the scope of general construction and infrastructure items referenced in Part 1.

The MEP engineering Base Scope of Services shall generally include the following:

- **Schematic Design**
 - Attend kickoff meeting with Client, Owner, Consultants, or Contractor (in person) for preliminary coordination purposes and to review basic concepts and project requirements.
 - Provide site visit prior to schematic design.
 - Perform preliminary utility load calculations, including coordination for new electricity service with Peace River Electric utility, if required.
 - Provide Design Narrative, specific to each defined area.
- **Design Development**
 - Review preliminary architectural plans and delineate critical MEP/FP system equipment and preliminary locations.
 - Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection-if required (FP) drawings for coordination with Client.
 - Provide Fire Alarm layout to meet code (within E Series drawings).
 - Attend one (1) site visit during DD, and attend (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.
- **Construction Documents**
 - Provide Mechanical (M series), Electrical (E series), Plumbing (P series) and Fire Protection (FP) drawings for final review and coordination with Client.
 - The construction drawings shall be provided for application of building permits and construction purposes.
 - Provide signed and sealed drawings for submission to local AHJ's and respond to building department comments.
 - Attend one (1) site visit during CD and attend one (1) virtual meeting biweekly with Client, other consultants, owner and contractor (via webinar) for coordination purposes.
- **Bidding and Construction Phase Services**
 - Review general contractor bids and provide comments to the Client.
 - Review VE (Value Engineering) proposals/alternates from subcontractors.
 - Review and take appropriate action upon the Contractor's submittals such as shop drawing, product data, and samples pertaining to the MEP/FP design of the project but only for the purpose of checking conformance with the information given and the design concept expressed in the MEP/FP Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems,

which are the Contractor's or other's responsibility. LUSEO shall respond to the submittals as set forth herein within ten (10) business days of receipt thereof.

- Provide monthly site visits/reports at intervals appropriate to the stage of construction or as otherwise requested by the Client to become generally familiar with the progress and quality of the portion of the Work completed pertaining to the MEP/FP design of the Project, and to determine, in general, if the portion of the Work observed is being performed in a manner indicating that the portion of the Work, when fully completed, will be in accordance with the MEP/FP Construction Documents. LUSEO's Design Fee includes two **(2) visits** to the Project site during an anticipated 12-month construction period. Any site visits in excess of the limitation set forth herein shall be compensated to LUSEO on a time and expense basis at hourly rates set forth in **Exhibit A**.
- LUSEO shall review and respond to requests for information ("RFIs") about the MEP/FP Documents in writing seven (7) business days from LUSEO's receipt thereof. If appropriate, LUSEO shall prepare and issue supplemental drawings and sketches in response to the requests for information. The Design Fee includes a total of **four (4) hours allocated to respond to RFIs**. Any time spent by LUSEO in excess of the limitation set forth herein shall be compensated to LUSEO on a time and expense basis at the hourly rates set forth in **Exhibit A**.
- On the basis of the site visits, LUSEO shall keep the Client reasonably informed of the progress and quality of the portion of the MEP/FP work installed, and report to the Client via a Field Observation Report (1) known deviations from the MEP/FP Construction Documents; and, (2) defects and deficiencies observed by LUSEO within the installed work.

4 – Expected Materials to be Provided by Client and Exclusions

To facilitate our scope of work, we expect that the Client or others will provide the following:

- Architectural floor plans and reflected ceiling plans.
- Thermal properties for building envelope (for commercial energy model input).
- Complete system design, engineering, life safety design.
- Equipment and machines specifications, with detail of all energies/services.
- Low voltage design and specifications (audio-visual, IT, security, specialty equipment, etc.).
- Well water design, drilling, sizing to each facility usage (LUSEO to coordinate with others)

The following services are not included in our scope of services described in Part 2 above. However, these services can be provided for an additional fee upon request:

- Building department filing or expediting.
- Meeting with county officials (i.e. planning and zoning meetings, town hearings).
- Significant revisions to the drawings subsequent to start of the 100% construction documents.
- *Design of lighting beyond what is proposed within section 2 of this document.*
- *Design of security or telephone/television/communications. We will provide stub-ups and power to these loads, where specified by others.*
- Design of irrigation system. We will provide necessary power and water connections to these loads.



- Design of solar thermal, solar photovoltaic, wind, or onsite battery energy storage systems. If this is requested, LUSEO can provide coordination with an equipment manufacturer or design/build contractor.
- Structural, civil, landscape engineering, water well engineering, or any other outside of the scope in this proposal.
- Other technical services as may be required.
- Additional meetings beyond those listed with this proposal.

Any additional services requested will be invoiced pursuant to the attached hourly rate schedule within the "Professional Fees and Expenses" addendum.

5 – Deliverables

Our deliverables will include preparation of construction documents in PDF formats, in adherence to local building code requirements. We will also make available our CAD files for coordination purposes.

6 – Schedule

We envision an approximate 4 weeks design schedule. We do not foresee any issues in meeting this schedule, so long as we are provided the requested materials identified in Part 3 above in a timely manner.





8 – Closure

We appreciate the opportunity to provide a fee proposal for MEP engineering services for your project. We are available for further conversation regarding this scope of services at your convenience.

If you would like us to proceed, kindly sign below. We look forward to working with you on this project and helping to bring it to a successful completion.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alfredo I. Falcon", with a stylized flourish at the end.

Alfredo I. Falcon
Managing Director Americas

AGREED TO AND ACCEPTED:

The LUNZ Group

Signature _____

Printed Name _____

Title _____

Date _____



EXHIBIT A

LUSEO's RATE SHEET

Valid from January 1, 2024

Professional Fees shall be based on the:

1. Lump sum as provided in Proposal, or
2. Hourly billing rates effective January 1, 2024 as follows
(rates to remain effective for 1 year from date of proposal):

Principal:	\$250
Senior Project Manager / Senior Project Engineer:	\$175
Project Manager / Project Engineer:	\$135
Senior Designer:	\$120
Designer:	\$90
Drafter:	\$65
Administrative Staff:	\$50

Expenses: Reimbursable expenses are invoiced at our cost plus an administrative markup of 5.0%. Unless authorized in our proposal, LUSEO Engineering will request written authorization prior to incurring reimbursable expenses.

Payment terms:

1. *Unless otherwise agreed, payment of the Design Fee for services shall be made monthly in proportion to services performed. Payments shall be processed 7 days of the Client's receipt of payment from Owner/Client.*
2. *Any amounts unpaid by the Client thirty (30) days from the agreed payment date, shall bear interest at an annual rate of eighteen percent (18%) or a monthly rate of One-and-a-Half percent (1.5%) thirty (30) days from the date the invoice is presented to the Client.*
2. **Payment Procedure:** Payment must be made in U.S. dollars, using either a check drawn on a U.S. bank or a wire transfer of funds to the account of LUSEO Group LLC. In addition to the Design Fee, the Client hereby agrees to reimburse LUSEO for the reasonable out-of-pocket travel and related expenses incurred while traveling in connection with the Project as set forth in this Exhibit.
3. **Agreement Term.** This Agreement is valid for thirty (30) days from the date of issuance. Beyond this timeframe, the Project schedule and fee may be subject to change.



EXHIBIT B
Standard Terms & Conditions

1. **Project Duration.** This proposal assumes that all design efforts will be completed within one year of date of execution of this Agreement. If the Project design timeframe extends beyond one year in duration, additional fees may be required.
2. **Responsibilities of the Client.** Client will provide all criteria and full information as to requirements for the project. Client will designate a person to act as its representative with respect to professional services of LUSEO. Client will give prompt notice to LUSEO of any developments that affects the scope/timing of LUSEO's services. If LUSEO Engineering is not providing construction phase services, Client will promptly contact LUSEO for any requests for information related to its scope of work.
3. **Standard of Care.** LUSEO will endeavor to perform services in a manner consistent with the degree of care and skill ordinarily exercised by MEP/FP engineers currently practicing in the same locality under the same or similar circumstances. Nothing in this Agreement shall be interpreted to require LUSEO to meet any higher standard of care, and this paragraph shall control over any contrary provision. The LUSEO makes no warranties, guarantees, express or implied, under this Agreement or otherwise in connection with the Engineer's Services.
4. **Consequential Damages.** LUSEO and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
5. **Ownership of Documents.** All work product prepared by LUSEO in connection with the performance of the Services under this Agreement are referred to as the Documents. LUSEO shall retain all common law, statutory and other reserved rights, including the copyright to the Documents. The Documents may not be used by the Client for any other endeavor without written consent of LUSEO. Any unauthorized use or reuse of Documents by the Client is without liability to LUSEO.
6. **Termination of Agreement/Assignment:** Either party may at any time, upon seven (7) days written notice to the other party, terminate this Agreement. In the event of any termination, the Client will pay LUSEO Engineering for all services rendered and costs incurred through the effective date of termination. Any license, express or implied, to utilize the Documents in connection with the Project shall be deemed terminated with the termination of this Agreement by either party. Neither party will shall assign its rights, interests, or obligations under this Agreement without the written consent of the other party.
7. **Governing law & Venue:** If any dispute, controversy or claim arises in connection with this Agreement then such dispute, controversy or claim shall be submitted to non-binding mediation as a condition precedent to litigation. Any claim or dispute arising out of, relating to, or in any way connected with this Agreement not resolved by mediation shall be adjudicated by litigation before a court of competent jurisdiction in Miami-Dade County, Florida and the Parties waive all objections to such venue. The Parties expressly and irrevocably submit, and consent, to the exclusive jurisdiction of any state or federal court sitting in Miami-Dade County, Florida and the Parties waive all objections to such exclusive jurisdiction. **THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**
8. **Indemnity.** The Client shall indemnify, defend, and hold harmless LUSEO, LUSEO's consultants (if any), and their respective officers, employees, agents, representatives and any affiliated or related entities against any and all suits, actions, proceedings, claims, losses, liabilities, damages, costs and expenses, including but not limited to court costs, litigation expenses and reasonable attorneys' fees arising out of, or in connection with, or as a result of the acts, omissions, or negligence of the Client, the Client's consultants, and their respective agents, employees or representatives, whether or not the same is caused in part by party indemnified herein.
9. **Liability Allocation.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of LUSEO, its officers, directors, employees, agents, and consultants to the Client, and anyone claiming by, through or under the Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or this Agreement from any cause, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) of RJI, its officers, directors, employees, agents or consultants, shall not exceed: (i) the actual amount of payments made by the Client to LUSEO under this Agreement; or (ii) the proceeds of available insurance coverage maintained by LUSEO which is applicable to the claim(s).
10. **PURSUANT TO FLORIDA STATUTE 558.035, NO INDIVIDUAL DESIGN PROFESSIONAL, EMPLOYEE OR AGENT OF LUSEO MAY BE HELD PERSONALLY LIABLE FOR NEGLIGENCE UNDER THIS AGREEMENT.**

EXHIBIT B
FEE SCHEDULE



KISINGER CAMPO & ASSOCIATES, CORP.

POLK COUNTY, FLORIDA

Professional Engineering Services for Parks and Natural Resources

RFP #22-315

ITEM #1 - SCHEDULE OF RATES & ITEM #2 - MULTIPLIER CALCULATIONS

Item #1 - Schedule of Labor Rates and Billing Rates

Position / Titles	Labor Rate Ranges by Position / Title				
	Raw Labor Rates		Multiplier	Hourly Billing Rates	
	Minimum	Maximum		Minimum	Maximum
PROJECT MANAGER	\$ 73.00	\$ 113.00	3.082	\$ 225.00	\$ 348.00
CHIEF ENGINEER	\$ 82.00	\$ 103.00	3.082	\$ 253.00	\$ 317.00
SENIOR ENGINEER	\$ 70.00	\$ 86.00	3.082	\$ 216.00	\$ 265.00
SENIOR PROJECT ENGINEER	\$ 59.00	\$ 74.00	3.082	\$ 182.00	\$ 228.00
PROJECT ENGINEER	\$ 46.00	\$ 58.00	3.082	\$ 142.00	\$ 179.00
ENGINEER	\$ 39.00	\$ 46.00	3.082	\$ 120.00	\$ 142.00
ENGINEERING INTERN	\$ 32.00	\$ 42.00	3.082	\$ 99.00	\$ 129.00
SENIOR DESIGNER	\$ 41.00	\$ 52.00	3.082	\$ 126.00	\$ 160.00
DESIGNER	\$ 35.00	\$ 47.00	3.082	\$ 108.00	\$ 145.00
SENIOR ENGINEERING TECHNICIAN	\$ 36.00	\$ 59.00	3.082	\$ 111.00	\$ 182.00
ENGINEERING TECHNICIAN	\$ 28.00	\$ 35.00	3.082	\$ 86.00	\$ 108.00
CHIEF PLANNER	\$ 98.00	\$ 98.00	3.082	\$ 302.00	\$ 302.00
CHIEF SCIENTIST	\$ 67.00	\$ 78.00	3.082	\$ 206.00	\$ 240.00
SENIOR SCIENTIST	\$ 50.00	\$ 58.00	3.082	\$ 154.00	\$ 179.00
ENVIRONMENTAL SPECIALIST	\$ 29.00	\$ 29.00	3.082	\$ 89.00	\$ 89.00
GIS SPECIALIST	\$ 36.00	\$ 58.00	3.082	\$ 111.00	\$ 179.00
INSPECTOR-TECHNICIAN / ASSET MANAGEMENT	\$ 25.00	\$ 32.00	3.082	\$ 77.00	\$ 99.00
CERTIFIED BRIDGE INSPECTOR	\$ 30.00	\$ 46.00	3.082	\$ 92.00	\$ 142.00
BRIDGE INSPECTOR-ASSISTANT	\$ 21.00	\$ 26.00	3.082	\$ 65.00	\$ 80.00
CEI-SENIOR PROJECT ENGINEER	\$ 80.00	\$ 94.00	2.908	\$ 233.00	\$ 273.00
CEI-PROJECT ADMINISTRATOR	\$ 50.00	\$ 81.00	2.908	\$ 145.00	\$ 236.00
CEI-SENIOR INSPECTOR	\$ 30.00	\$ 39.00	2.908	\$ 87.00	\$ 113.00
CEI-INSPECTOR	\$ 25.00	\$ 29.00	2.908	\$ 73.00	\$ 84.00

Item #2 - Standard Multiplier:

Billing Rate comprised of:	Multiplier Calculations-HOME	Multiplier Calculations-FIELD
a. Personnel		
Direct Labor	1.0000	1.0000
Fringe Benefits/Overhead/Administrative/General	0.7866	0.7560
Overhead/General/Administrative	0.9649	0.8407
Sub-total:	2.7515	2.5967
b. Profit @ 12%	0.3302	0.3116
Standard Multiplier:	3.082	2.908

Notes: (a) Rates are rounded to nearest whole dollar. (b) Billing rates do not include expenses.

revised March 31 2025

Phase	Task ID	Tasks	Deliverable		Total Fee	KCA	Lunz	CivilSurv	CPWG Madrid	GPI	ACI
Conceptual Design Services			ID	Description							
I	1.A	Project Initiation and Kick-Off Meeting	1.A	Project Initiation Memorandum and Kickoff Meeting Notes	\$9,412.00	\$9,412.00					
	1.B	Topographic Survey	1.B	Topographic Survey	\$19,500.00			\$19,500.00			
	1.C	Conceptual Design	1.C	Concept Design Package & Presentation	\$58,790.00	\$14,426.00	\$44,364.00				
	1.D.1	Water Use Planning and Coordination	1.D.1	Water Use Planning - Data gathering and Coordination	\$14,765.24					\$14,765.24	
	1.D.2	Water Use Permitting	1.D.2	Water Use Permitting - SWP/WM Pre-Application Meeting	\$18,247.98					\$18,247.98	
Schematic Design Phase Services											
II	II.A.1	Draft Schematic Design Phase	II.A.1	Draft Schematic (30%) Design Package - Plans and Documents	\$35,965.00	\$6,594.00	\$29,371.00				
	II.A.2	Final Schematic Design Phase	II.A.2	Final Schematic (30%) Design Package - Plans and Documents	\$35,965.00	\$6,594.00	\$29,371.00				
	II.B.1	Geotechnical Field Services Memorandum	II.B.1	Geotechnical Field Services Memorandum	\$14,026.50		\$14,026.50		\$4,064.00		
	II.B.2	Geotechnical Laboratory Report	II.B.2	Geotechnical Laboratory Report	\$4,064.00				\$3,960.00		
	II.B.3	Geotechnical Preliminary Engineering Report	II.B.3	Geotechnical Preliminary Engineering Report	\$3,960.00					\$3,960.00	
	II.C.1	Environmental (Ecological) Field Assessment	II.C.1	Environmental Field Memorandum	\$17,952.00						
	II.C.2	Environmental (Ecological) Assessment Report	II.C.2	Environmental (Ecological) Assessment Report	\$14,106.00	\$14,106.00					
	II.C.3	Preliminary Gopher Tortoise Technical Memorandum	II.C.3	Preliminary Gopher Tortoise Technical Memorandum	\$16,728.00	\$16,728.00					
	II.D.1	Water Use Permitting	II.D.1	Water Use Planning and Permitting Recommendations Technical Memorandum	\$10,220.82					\$10,220.82	
	II.D.2	Water Use Permitting	II.D.2	Water Use Permit Application	\$6,867.36					\$6,867.36	
	II.E.1	Cultural Resources Assessment Survey	II.E.1	Cultural Resources Assessment Survey	\$2,850.00						\$2,850.00
Design Development Phase Services											
III	III.A.1	Draft Design Development Phase	III.A.1	Draft Design (60%) Development Package - Plans and Documents	\$74,149.00	\$9,467.00	\$64,682.00				
	III.A.2	Final Design Development Phase	III.A.2	Final Design (60%) Development Package - Plans and Documents	\$74,149.00	\$9,467.00	\$64,682.00				
	III.B.1	Traffic Analysis	III.B.1	Traffic Analysis Memorandum	\$14,033.00	\$14,033.00					
	III.B.2	Access Permitting	III.B.2	Access Permit Application	\$10,162.00	\$10,162.00					
	III.B.3	FERP Mining and Mitigation Program Permitting	III.B.3	FERP Mining and Mitigation Coordination Memo (per Permit Application, as applicable)	\$19,860.00	\$19,860.00					
	III.C.1	Landscape Design Plans	III.C.1	Landscape Design and Plans added to Construction Design Phase, below	\$0.00						
	III.D.1	Well Construction Permit Application	III.D.1	allowance for Well Permit Application included in Budget Contingency	\$0.00						
	III.D.2	Water Use Permitting	III.D.2	Response to SWP/WM Requests for Additional Information (RAI)	\$7,033.36					\$7,033.36	
Construction Documents Phase Services											
IV	IV.A.1	Draft Construction Documents	IV.A.1	Draft Construction Design Documents Package - Plans and Documents	\$125,806.50	\$7,415.00	\$118,391.50				
	IV.A.2	Final Plans and Construction Documents	IV.A.2	Final Construction Design Documents Package - Plans and Documents	\$125,806.50	\$7,415.00	\$118,391.50				
Bidding or Negotiation Phase Services											
V	VA.1	Final Project Design Completion Memorandum	VA.1	Final Project Design Completion Memorandum	\$37,681.00	\$4,520.00	\$33,161.00				
NOT INCLUDED AT THIS TIME											
Phase					Total	Kistinger Campo & Associates, Corp.	The Lunz Group Design Team	CivilSurv, Inc.	CPWG Madrid, Inc.	Greenman Petersen, Inc.	Archaeological Consultants, Inc.
I					Concept Design Services	\$120,715.22	\$23,838.00	\$44,364.00	\$19,500.00	\$33,013.22	
II					Schematic Design Phase Services	\$162,704.68	\$51,974.00	\$58,742.00		\$17,088.18	\$2,850.00
III					Design Development Phase Services	\$199,386.36	\$62,989.00	\$129,364.00		\$7,033.36	
IV					Construction Documents Phase Services	\$251,613.00	\$14,830.00	\$236,783.00			
Bidding & Permitting Phase Services					\$37,681.00	\$4,520.00	\$33,161.00				
VI					Construction Phase Services						
Total					\$772,100.26	\$168,151.00	\$502,414.00	\$19,500.00	\$22,050.50	\$57,134.76	\$2,850.00
					\$92,652.03						
					\$864,752.29						
					Contingency 12%						
					Total with 10% Contingency						
Permit Application and Notifying Fees will be paid and reimbursed directly by the County											

EXHIBIT C

REIMBURSABLE COST SCHEDULE

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. **Reproduction Cost**

	Single Side	Double Sided
A. Regular Copying		
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy.....		\$10.00/page
2. **Subcontractor Services** Actual Costs
3. **Special Consultants** Actual costs
4. **Computer Services** Non-reimbursable
5. **Travel Expenses** In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
6. **Postage, Fed Express, UPS** Actual Costs
7. **Pre-approved Equipment**
(includes purchase and rental of equipment used in project) Actual Costs

EXHIBIT D
INSURANCE DOCUMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/05/2025

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).

PRODUCER Brown & Brown Insurance Services, Inc. 140 Fountain Parkway N Suite 600 St. Petersburg FL 33716	CONTACT NAME: Vicky Van Wormer PHONE (A/C, No, Ext): (727) 461-6044 FAX (A/C, No): (727) 442-7695 E-MAIL ADDRESS: Vicky.VanWormer@bbrown.com																					
INSURED Kisinger Campo & Associates Corp 201 N Franklin St, Suite 400 Tampa FL 33602	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B:</td><td>The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER C:</td><td>Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty and Surety Company</td><td>19038</td></tr><tr><td>INSURER E:</td><td>Admiral Insurance Company</td><td>24856</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	The Charter Oak Fire Insurance Company	25615	INSURER B:	The Travelers Indemnity Company of America	25666	INSURER C:	Travelers Property Casualty Company of America	25674	INSURER D:	Travelers Casualty and Surety Company	19038	INSURER E:	Admiral Insurance Company	24856	INSURER F:		
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INSURER D:	Travelers Casualty and Surety Company	19038																				
INSURER E:	Admiral Insurance Company	24856																				
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** 24-25**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														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P-630-8254A604-COF-24	10/01/2024	10/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Employee Benefits	\$ 1,000,000																				
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-5N338364-24-43-G	10/01/2024	10/01/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Uninsured motorist</td><td>\$ 1,000,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Uninsured motorist	\$ 1,000,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Uninsured motorist	\$ 1,000,000																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-7J748484-24-43	10/01/2024	10/01/2025	<table><tr><td>COMBINED SINGLE LIMIT</td><td>\$ 20,000,000</td></tr><tr><td>EACH OCCURRENCE</td><td>\$ 20,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT	\$ 20,000,000	EACH OCCURRENCE	\$ 20,000,000	AGGREGATE	\$								
COMBINED SINGLE LIMIT	\$ 20,000,000																				
EACH OCCURRENCE	\$ 20,000,000																				
AGGREGATE	\$																				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB-007J070308	10/03/2024	10/03/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$ 500,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																				
E.L. DISEASE - POLICY LIMIT	\$ 500,000																				
E	Professional Liability - Architects & Engineers			EO000027205-10	10/01/2024	10/01/2025	<table><tr><td>Per Claim</td><td>5,000,000</td></tr><tr><td>Aggregate</td><td>5,000,000</td></tr><tr><td>Deductible</td><td>250,000</td></tr></table>	Per Claim	5,000,000	Aggregate	5,000,000	Deductible	250,000								
Per Claim	5,000,000																				
Aggregate	5,000,000																				
Deductible	250,000																				

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

Polk County, a political subdivision of the State of Florida is an additional insured with respect to general liability and auto liability. A Waiver of Subrogation in favor of certificate holder applies to General Liability, Auto Liability, and Workers Compensation if required by written contract.

Polk County - Master Consulting Agreement
CSA 2022-064-03; Bone Valley Campground; KCA #6202207.09

CERTIFICATE HOLDER**CANCELLATION**

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

Additional Named Insureds

Other Named Insureds

Campo & Associates, PLLC	Doing Business As
Campo & Associates LLC	
Campo & Associates, PLLC	
KCCS, Inc.	

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits AGG	Coverage Code	Form No.	Edition Date
Limit 1 2,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Rental Reimbursement	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description PIP-Basic	Coverage Code PIP	Form No.	Edition Date
Limit 1 Statutory	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Medical payments	Coverage Code MEDPM	Form No.	Edition Date
Limit 1 5,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Underinsured motorist combined single limit	Coverage Code UNCSL	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Experience Mod Factor 1	Coverage Code EXP01	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Increased employer's liability	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				