

Architectural & Engineering Services Agreement

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County, a political subdivision of the State of Florida, 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as the "County", and PBK Architects Florida, Inc., a Florida Profit Corporation, located at 2714 Dr. ML King Jr. Street N., St. Petersburg, FL 33704, herein referred to as the "Consultant", and whose Federal Identification Number is: 59-1430579.

WHEREAS, the County requires certain architectural and engineering services for the design the expansion, addition and modifications of the existing Polk County Medical Examiner's Office and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the expansion and renovation of the Medical Examiner's Office (the "Project"); and,

WHEREAS, the County has solicited for these professional services via RFP 25-186, an advertised request for proposals (the "RFP"), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

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

1.2 The Agreement Term shall be from the Effective Date through completion of both parties' obligations hereunder, unless otherwise sooner terminated as provided herein.

2.0 Consultant Services - General

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County's Request for Proposal RFP #25-186, to include all attachments and addenda, (ii) the Consultant's responsive proposal thereto, and (iii) the Polk County Medical Examiner's Office Architectural and Engineering Design Services Scope of Work (collectively, (i) (ii), and (iii) are "RFP 25-186"), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit "A" and made a part of this Agreement, together with those services set forth and described on Exhibit B "Scope of Services" attached hereto and incorporated herein, and as may be otherwise set forth herein (collectively, the "Services").

3.0 Project Administration Services

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

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

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

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

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

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

3.7 EVALUATION OF BUDGET AND COST OF THE WORK.

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

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

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

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

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

4.0 Evaluation and Planning Services

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

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

5.0 Design Services

5.1 SCHEMATIC DESIGN DOCUMENTS

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

5.2 DESIGN DEVELOPMENT DOCUMENTS

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

5.3 CONSTRUCTION DOCUMENTS

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

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

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

6.0 Contract Administration Services

6.1 GENERAL ADMINISTRATION

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

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

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

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

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

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

6.1.7 On receipt of written request from either the County or Contractor, the Consultant shall interpret and decide any disputed or unresolved matters between the County and

Contractor concerning the requirements and performance of the Work pursuant to the Contract Documents. The Consultant's response to such requests shall be made in writing within any time limits stated in the Construction Contract or as agreed among the parties.

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

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

6.2 EVALUATIONS OF THE WORK

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

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

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

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

6.2.5 The Consultant shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable, the Consultant, with the County's approval, will have authority to require inspection or testing of

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

6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

6.3.1 The Consultant shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Consultant's certification for payment shall constitute a representation to the County, based on the Consultant's evaluation of the Work as provided in Paragraph 6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Consultant.

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

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

6.4 SUBMITTALS

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

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

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

6.5 CHANGES IN THE WORK

6.5.1 The Consultant shall prepare Construction Change Directives and assist the County with the preparation of change orders and allowance authorizations for the County's approval and execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time, which are consistent with the intent of the Contract Documents. If necessary, the Consultant shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified.

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

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

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

6.6 PROJECT COMPLETION

6.6.1 The Consultant shall conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion, shall receive from the Contractor and forward to the County, for the County's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall

issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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

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

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

7.0 Facility Operation Services

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

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

8.0 Additional Services

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

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

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

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

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

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

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

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

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

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

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

9.0 **Compensation**

9.1 In consideration for its providing the Services, the County shall pay Consultant the lump sum amount stated in Exhibit "C", "Compensation", which is attached hereto and made a part of this Agreement. Exhibit "C" identifies the Services by Task Item; the Consultant shall bill the County for all Services it performs by the applicable Task Item.

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

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

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

Polk County Facilities Management Division

Attention: Division Director

2160 Marshall Edwards Drive

Bartow, FL 33830

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

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

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

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

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

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

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

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

10.0 Reimbursable Expense

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

10.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Agreement, for not-to exceed contracts.

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

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

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

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

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

11.0 Project Team

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

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

11.3 If in addition to the County's Designated Representative, the County designates any other person or entity with the right or duty to review the Consultant's submittals to the County, then the County shall specifically identify each such person and entity in a written notice to the Consultant.

12.0 Consultant's Standard of Care

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

12.2 Intentionally Omitted.

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

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

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

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

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

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

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

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

13.0 **Insurance**

13.1 **General Provisions**

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

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

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County.

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

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

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

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

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

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

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

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

13.3.1 Premises and Operations:

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

13.3.2 Independent Contractors:

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

13.3.3 Policy must include Separation of Insureds Clause.

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

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

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

14.0 Indemnification

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

14.2 Indemnification.

14.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to the County) protect and hold the County, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities (joint or several), penalties, forfeitures, damages, losses and expenses (including, without limitation, attorneys' fees and costs and expenses incurred during negotiation, through litigation and all appeals therefrom), and including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, which directly or indirectly arise in connection with or result from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under any agreement with

the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of the Consultant's performance or non-performance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct of the Consultant, its professional associates, sub-consultants, agents, and employees; provided, however, that the Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

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

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

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

15.0 Independent Contractor

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

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

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

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

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

16.0 Authority to Practice

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

17.0 Compliance with Laws

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

18.0 Subcontracting

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

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

19.0 Federal and State Taxes

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

20.0 Public Entity Crimes

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

21.0 County’s Responsibilities

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

22.0 Termination of Agreement

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

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

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

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

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

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

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

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

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

23.0 Uncontrollable Forces (Force Majeure)

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

24.0 Governing Law and Venue

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

25.0 Non-Discrimination

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

26.0 Waiver

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

27.0 Severability

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

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

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

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

28.0 Entirety of Agreement

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

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

29.0 Modification

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

30.0 Successors and Assigns

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

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

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

31.0 Contingent Fees

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

32.0 Truth-In-Negotiation Certificate

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

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

3.0 Ownership of Documents

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

34.0 Access and Audits

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

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

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

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

35.0 Notice

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

As to County: Polk County Procurement Division
P.O. Box 9005, Drawer AS05
Bartow, FL 33831-9005
Attn: Procurement Director

As to Consultant: Phil Trezza
PBK Architects Florida, Inc.
2714 Dr. ML King Jr. Street N.
St. Petersburg, FL 33704,

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

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

36.0 Service of Process

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

As to Consultant: PBK Architects Florida, Inc.
2714 Dr. ML King Jr. Street N.
St. Petersburg, FL 33704,
Attn: Phil Trezza, Principal in Charge

37.0 Key Personnel

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

The following personnel shall be considered key personnel:

Name: Eric Rainbeau

Name: Blayne Rose

Name: Dave Sobel

Name: Winola H. Davidson

38.0. Annual Appropriations

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

39.0 Liquidated Damages

39.1 The parties hereto agree that in lieu of actual damages liquidated damages in the amount of One Hundred Dollars (\$100) per day will be assessed against the Consultant as the County's remedy and not as a penalty, for Consultant's failure to meet the final Design Services deliverable dates stated in the Project schedule described in Section 3.2, above, with such liquidated damages assessed only if the Consultant is not delayed by reasons beyond Consultant's reasonable control. The parties agree that such assessment of liquidated damages is reasonable and appropriate, as it would be difficult or impossible to accurately determine the amount of actual damages the County would or may incur as a consequence of the Consultant's failure described above.

40.0 Employment Eligibility Verification (E-VERIFY)

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

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

C. By entering into this Agreement, the consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The consultant shall maintain a copy of such affidavit for the duration of this

Agreement. Failure to comply will lead to termination of this Agreement, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

41.0 Limitation of Liability

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

42.0 Default and Remedy

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

43.0 Attorneys' Fees and Costs

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

44.0 Public Records Law

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

45.0 Americans with Disabilities Act

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

to make the required modifications, such modifications shall be considered as Contingent Additional Services.

46.0 **Additional Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

46.6 **Substantial Completion** means the Contractor has ascertained that the Work or portions thereof is ready for the Consultant and Consultant substantial completion inspection. It is understood that the Construction Manager will provide a list of incomplete items to the County and Consultant prior to this inspection. After the County's and Consultant's inspection, the Contractor will prepare a schedule for a completion of the list, indicating

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

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

47.0 **Additional Terms and Conditions**

47.1 INSTRUMENTS OF SERVICE

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

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

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

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

47.2 CHANGE IN SERVICES

47.2.1 Change in Services of the Consultant, including services required of the Consultant's sub-consultants may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, and if the Consultant's Services are affected as described in Section 47.2.2. Except for a change due to fault of the Consultant, Change in Services of the Consultant shall entitle the Consultant to an adjustment in compensation pursuant to Section 9.8, and to any Reimbursable Expenses described in Section 10.0.

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

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

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

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

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

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

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

A. Certification(s).

(i) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott

of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

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

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

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

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

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

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

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

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

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

49.0 **Unauthorized Alien(s)**

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

50.0 **No Construction Against Drafter**

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

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

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

Attest:

STACY BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

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

Date Approved by Board: _____

Reviewed as to form and legal sufficiency:

 8/16/25
County Attorney's Office Date

ATTEST:

PBK Architects Florida, Inc.
a Florida profit corporation


Corporate Secretary

By: 

RENÉ TERCILLA
Print Name

WARD J. FRISZOLAWSKI
Print Name

PRESIDENT
Title

Date: AUG. 19, 2025

Date: AUG. 19, 2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th of Aug 2025 (Date) by Ward Prszolowski (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 8/19/2025 (Date).

Carrienne Soriano (Official Notary Signature and Notary Seal)

CARRIANNE SORIANO (Name of Notary typed, printed or stamped)

Commission Notary Public _____ Commission Expiration Date _____



Notary Public
State of Florida
Comm# HH361578
Expires 5/23/2027

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-186

PROJECT NAME: Architectural and Engineering Services for Medical Examiner's Office Expansion

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

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

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

Company Name: PBK ARCHITECTS FLORIDA, INC.
Ward F. PRESIDENT AUG. 19, 2025
Signature Title Date

STATE OF: Florida

COUNTY OF: Pinellas

The foregoing instrument was signed and acknowledged before me this 19th day of

August, 2025, by Ward Froszowski who has produced

(Print or Type Name)

Driver's License as identification.

(Type of Identification and Number)

Carriane Soriano

Notary Public Signature

Printed Name of



CARRIANNE SORIANO
Notary Public
State of Florida
Comm# HH361578
Expires 5/23/2027

Notary Commission Number/Expiration

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

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

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

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

Executed this 19th day of August, 2025

ATTEST:

CONTRACTOR: PBK Architects Florida, Inc

By: Carrienne Soriano
PRINTED NAME: Carrienne Soriano
Its: Acctg Mgr

By: Ward J. Friszolowski
PRINTED NAME: WARD J. FRISZOLOWSKI
Its: PRESIDENT

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

PBK ARCHITECTS FLORIDA, INC.

NONGOVERNMENTAL ENTITY

Ward J. Friszdowski

SIGNATURE

WARD J. FRISZDLOWSKI

PRINT NAME

PRESIDENT

TITLE

AUGUST 19, 2025

DATE



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

Detail by Entity Name

Florida Profit Corporation
PBK ARCHITECTS FLORIDA, INC.

Filing Information

Document Number	603450
FEI/EIN Number	59-1430579
Date Filed	03/15/1972
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	07/18/2025
Event Effective Date	NONE

Principal Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Mailing Address

2714 DR. ML KING JR. ST. N.
ST. PETERSBURG, FL 33704

Changed: 01/25/2008

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 05/03/2024

Address Changed: 05/03/2024

Officer/Director Detail

Name & Address

Title President

01/10/2007 -- ANNUAL REPORT	View image in PDF format
01/03/2006 -- ANNUAL REPORT	View image in PDF format
07/18/2005 -- ANNUAL REPORT	View image in PDF format
01/03/2005 -- ANNUAL REPORT	View image in PDF format
03/24/2004 -- ANNUAL REPORT	View image in PDF format
03/02/2004 -- Amendment and Name Change	View image in PDF format
01/28/2004 -- ANNUAL REPORT	View Image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
02/07/2002 -- ANNUAL REPORT	View image in PDF format
01/29/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- ANNUAL REPORT	View image in PDF format
01/27/1998 -- ANNUAL REPORT	View image in PDF format
02/10/1997 -- ANNUAL REPORT	View image in PDF format
01/29/1996 -- ANNUAL REPORT	View image in PDF format
02/01/1995 -- ANNUAL REPORT	View image in PDF format

Le03450

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

J. HORNE
JUL 21 2025

Office Use Only



900444520779

2025 JUL 18 11:09:37

FILED

2025 JUL 18 AM 10:17

RECEIVED

CLERK OF SUPERIOR COURT
JUL 18 2025

CT CORP
(850) 656-4724
3458 Lakesore Drive
Tallahassee, FL 32312

Date: 07/18/2025

Acc#I20160000072

en: c D/H

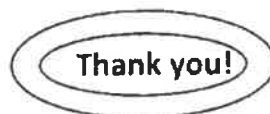
Name:	Harvard Jolly, Inc.
Document #:	
Order #:	16436444

Certified Copy of Arts & Amend:	<input type="checkbox"/>			
Plain Copy:	<input type="checkbox"/>			
Certificate of Good Standing:	<input type="checkbox"/>			
Certified Copy of	<input type="checkbox"/>			
Apostille/Notarial Certification:	<input type="checkbox"/>		Country of Destination:	
			Number of Certs:	

Filing: <input checked="" type="checkbox"/>	Certified: <input checked="" type="checkbox"/>	Email Address for Annual Report Notifications: <div></div>
	Plain: <input type="checkbox"/>	
	COGS: <input type="checkbox"/>	

Availability _____
Document _____
Examiner _____
Updater _____
Verifier _____
W.P. Verifier _____
Ref# _____

Amount: \$ **43.75**



Articles of Amendment
to
Articles of Incorporation
of

FILED
2025 JUL 18 AM 10:07

Harvard Jolly, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

603450

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

PBK Architects Florida, Inc.

The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (1)(c), F.S.

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title.

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☐ Remove V Mike Jones

☐ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
2) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
3) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
4) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
5) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____
6) <input type="checkbox"/> Change	_____	_____	_____
<input type="checkbox"/> Add			_____
<input type="checkbox"/> Remove			_____

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

[illegible]

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.


Adoption of Amendment(s) (CHECK ONE)

- ☐ The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.
- ☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____
(voting group)"

7/17/25
Dated _____

Signature 
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Christopher Cunico

(Typed or printed name of person signing)

Vice President

(Title of person signing)

**JOINT WRITTEN CONSENT
IN LIEU OF A MEETING
OF THE BOARD OF DIRECTORS
AND
THE SOLE SHAREHOLDER
OF
HARVARD JOLLY, INC.**

Effective as of July 17, 2025

The undersigned, being all of the members of the board of directors (the "*Board*") of Harvard Jolly, Inc., a Florida corporation (the "*Company*"), and the sole shareholder of the Company (the "*Shareholder*"), acting in accordance with Section 607.0821 and Section 607.0704 of the Florida Business Corporation Act, hereby approve and adopt the following resolutions by written consent (this "*Written Consent*") in lieu of a meeting, and do hereby waive any notice required to be given in connection herewith, and direct that this Written Consent be inserted in the minute book of the Company.

Articles of Amendment to Articles Incorporation

WHEREAS, the Board and the Shareholder have determined that it is in the best interests of the Company and the Shareholder to change the name of the Company to "PBK Architects Florida, Inc.", and to file Articles of Amendment to the Articles of Incorporation of the Company substantially in the form attached hereto as Exhibit A (the "*Articles of Amendment*") to effectuate such name change.

NOW THEREFORE BE IT RESOLVED, that the Board and the Shareholder hereby authorize, adopt and approve the Articles of Amendment substantially in the form attached hereto as Exhibit A, and hereby authorize and approve the filing of the Articles of Amendment with the State of Florida by any Authorized Officer.

General Authorization

RESOLVED, that each and any officer of the Company, acting alone, including, without limitation, each of the Chairman, Chief Executive Officer, Chief Financial Officer, President, any Vice President, Executive Vice President, Senior Vice President, Secretary or Treasurer (such officers, together with any and all persons hereafter duly appointed as officers of the Company, hereinafter being referred to as the "*Authorized Officers*") hereby is duly authorized and directed to take all such further action and execute and deliver such other documents, agreements, instruments, requests, receipts, notes, applications, reports, certificates and other documents and to obtain such consents and to incur and pay all such costs, fees and expenses as such officer or officers may determine to be necessary, appropriate, convenient or advisable in order to effectuate the foregoing resolutions, the transactions contemplated thereby and the purposes and intent thereof, the taking of such action and the execution and delivery of any such documents, agreements, certificates and instruments by the said officers to be conclusive evidence that such actions or documents, agreements, certificates and instruments were necessary or appropriate, and the same here by are approved in all respects:

FURTHER RESOLVED, that any and all actions taken by the Authorized Officers or any of them, prior to the date of the foregoing resolutions that are within the authority conferred thereby or that are in connection with any matter referred to in the foregoing resolutions are hereby ratified, confirmed, adopted and approved as the acts and deeds of the Company;

FURTHER RESOLVED, that each of the undersigned hereby waive any and all irregularities of notice, with respect to the time and place of meeting, and consents to the transaction of all business represented by this Written Consent;

FURTHER RESOLVED, that the execution of this Written Consent and delivery thereof by facsimile or PDF signatures shall be sufficient for all purposes and shall be binding upon any party who so executes; and

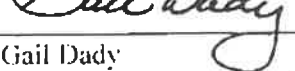
FURTHER RESOLVED, that this Written Consent may be executed (by original or by facsimile or email) in two or more counterparts, each of which shall be an original and all of which together shall be considered one and the same original instrument.


[Signature pages follows]

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

BOARD:

By: 
Name: Thomas J. Campbell

By: 
Name: T. Gail Dady

By: 
Name: Jeffrey C. Weber

By: _____
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

BOARD:

By: _____
Name: Thomas J. Campbell

By: _____
Name: T. Gail Dady

By: _____
Name: Jeffrey C. Weber

By: 
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.


BOARD:

By: _____
Name: Thomas J. Campbell

By: _____
Name: T. Gail Dady

By: _____
Name: Jeffrey C. Weber

By: _____
Name: Daniel L. Boggio

By: _____
Name: Christopher M. Cunico

IN WITNESS WHEREOF, the undersigned has executed this Written Consent effective as of the date first above written.

SHAREHOLDER:

PBK ARCHITECTS, INC.

By: 

Name: Thomas J. Campbell

Title: Vice President

RFP NOTICE

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

RFP Number and Title: 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

Description: Architectural and Engineering services for the expansion, addition and modifications of the existing Polk County Medical Examiner's Office located in Winter Haven, FL.

Receiving Period: Wednesday, March 12, 2025, PRIOR TO 2:00 P.M.

Bid Opening: Wednesday, March 12, 2025, AT 2:00 P.M. or as soon as possible thereafter.

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

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Tuesday, February 18, 2025, 2:00 p.m. at the Emergency Operations Center building, located at 1890 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person, as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

To obtain a copy of the expansion study please go the following FTP site:

<https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 25-186, Proposal Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Wednesday, February 26, 2025, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: 25-186

RFP Title: Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

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

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

Sealed Proposal. DO NOT OPEN	
RFP Number	25-186
RFP Title	Architectural and Engineering Services for Medical Examiner's Office Expansion
Due Date/Time:	March 12, 2025, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

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

"RFP 25-186 Tab 1"

"RFP 25-186 Tab 2"

"RFP 25-186 Tab 3"

"RFP 25-186 Tab 4"

"RFP 25-186 Tab 5"

"RFP 25-186 Tab 6"

"RFP 25-186 Tab 7"

"RFP 25-186 Tab 8"

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

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

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 25-186

25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

Sealed proposals will be received in the Procurement Division, Wednesday, **March 12, 2025 prior to 2:00 p.m.**

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

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

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

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by February 26, 2025, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks professional architectural and engineering services for “the Medical Examiner’s Office Expansion,” the Project.

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

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

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

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

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

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

Polk County is the fastest growing county in Florida and one of the fastest growing in the country. Having grown by more than 20% in the last decade it is expected to continue to grow at that pace. The result is the District 10 Medical Examiner’s Office, which serves Polk, Hardee, and Highlands Counties, has outgrown their current facility. As the number of autopsies performed continues to outpace previous years, the Medical Examiner’s Office will need to increase their morgue technician staff, medical examiners, and administrative staff.

The estimated construction cost found on the FTP site Expansion Study is \$15.5 million and the budgeted construction cost currently is \$6.6 million. The additional funding will be requested through Legislative priorities and other entities.

SCOPE OF SERVICES

The intent is to select an experienced architectural firm to provide architectural and engineering services for the expansion, addition and modifications of the existing Polk County Medical Examiner’s office located at 1021 Jim Keene Blvd., Winter Haven, FL 33880.

The County will negotiate a fee schedule for the selected architectural firm once an RFP selection committee recommendation has been approved by the Board of County Commissioners.

The architectural and engineering services are to include, but not limited to;

the following work categories, which are considered as necessary to plan, design, permit and construct the project:

- a. Attend and participate in all design progress/review meetings.
- b. Provide existing facility analysis/measured drawings.
- c. Provide existing site utility infrastructure improvements.
- d. Participate in all modeling reviews and reporting.
- e. Provide all programming, Schematic Design (SD), Design Development (DD), and Construction Document (CD) level design documents.
- f. Provide all design services disciplines including but not limited to architectural, civil, environmental, mechanical, electrical, plumbing, and structural engineering.
- g. Provide constructability design reviews and reporting.
- h. Provide detailed probable cost estimating services.
- i. Participate in all value engineering design reviews and reporting.
- j. Participate in master project scheduling and reporting services.
- k. Attend all pre-bid meetings.
- l. Provide bidding assistance review services.
- m. Attend all bid related meetings.
- n. Provide review of all bid tabulation results.
- o. Participate and provide all site and buildings permitting signed and sealed document services.
- p. Provide all design and sub consulting services.
- q. Participate in all pre-construction and construction progress coordination meetings providing construction administration services.
- r. Coordinate and participate in all closeout documentation requirements and meetings.
- s. Provide complete design documents and specifications.

FTP Site

Polk County Medical Examiner's Office Expansion Study can be found on the FTP Site. The study includes proposed space planning, site and floor plan diagrams, a cost

estimate, as well as a detailed description of the building systems, components, and requirements from which the cost estimate was based on. This information should be used when selecting projects of similar size and scope under Tab 3.

AGREEMENT

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

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

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

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

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

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)
- For each project please provide:

- a. Name and location of the project;
- b. Size and cost of the project;
- c. Project representative name, address, phone number, and email address;
- d. Date project was completed or is anticipated to be completed; compare to the original date.
- e. The nature of the firm's responsibility on the project;
- f. Identify the key staff and their role in each project;
- g. Identify working relationship of consultants or joint venture on project, if applicable;
- h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
- i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

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

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.

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

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

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

Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

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

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

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

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

Tab 7 – Timely Completion of Projects (5 Points)

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

Tab 8 – Surveys of Past Performance (10 Points)

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

○ Average Score of 0

0 Points

BID OPENING

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

Elevation Level 2 (Scoring)

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

by the process stated under each corresponding Tab description as set forth on Pages 8-11.

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

Subtotal Points

80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - **EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - **VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
 - **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
 - **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.
The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
 - **UNACCEPTABLE (0.0):**
The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

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

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

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

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

Elevation Level 3 (Proposer Interviews)

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

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

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads

- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

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

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

RFP PROTEST

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

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

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

UNAUTHORIZED ALIEN(S)

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to

termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

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

ATTORNEY'S FEES AND COSTS:

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

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

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

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

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

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

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Design Services for Hillsborough County Administration Building Expansion), Etc.
COST OF SERVICES	Cost of services (\$900,000)
DATE COMPLETE	Date when the services were completed. (i.e. 2/12/2015)

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion**

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

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

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

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

Executed this _____ day of _____, 20__.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

POLK COUNTY MEDICAL EXAMINER'S OFFICE ADDITION – STUDY

1021 JIM KEENE BLVD
WINTER HAVEN, FL 33880

March 5, 2024



1. Introduction

Polk County is the fastest growing county in Florida and one of the fastest growing in the country. Having grown by more than 20% in the last decade it is expected to continue to grow at that pace. The result is the District 10 Medical Examiner's Office, which serves Polk, Hardee, and Highlands Counties, has outgrown their current facility. As the number of autopsies performed continues to outpace previous years, the Medical Examiner's Office will need to increase their Morgue Technician staff, Medical Examiners, and Administrative staff.

In the year that the facility opened the workload was 578 autopsies and 250 external examinations without autopsy. In 2023 the Polk County Medical Examiner's Office performed 855 autopsies and 326 external examinations without autopsy, an increase of 48% and 30% respectively.

If current trends continue in another twenty (20) years the Polk County Medical Examiner's Office workload is estimated at 1,265 autopsies and 425 external examinations without autopsy. These increases would represent an 119% increase of autopsies and a 70% increase of external examinations without autopsy, compared to when the facility first opened. This projected doubling of workload has promoted the need for increased space.

This study includes proposed space planning, site and floor plan diagrams, a cost estimate, as well as a detailed description of the building systems, components, and requirements from which the cost estimate was based on.

2. History of Existing Building

The existing building is a single-story building slab on grade with stem wall exterior construction of cement plaster finish over concrete masonry units, with a brick masonry wainscot. Wood roof trusses support a standing seam metal roof. Interior partitions are gypsum wall board over cold formed metal studs. The existing building divides the program into two functional entities, separated by a covered breezeway courtyard. Covered breezeway provides odor and contaminant control between the administrative and office facilities (the Administration Building) are to the south and the morgue facilities (Morgue Building) are to the north. The 12,574 SF building was built in 2003.



Figure 1: Site Photo

The existing wall construction is assumed to have 1" of rigid insulation on the interior side of the wall. Batt insulation was used at the ceiling. Both types of insulation meet the 2001 Florida Building Code to which the building was built.

Repair and replacement programs of systems throughout the building have been ongoing. The original shingle roof was replaced with a standing seam metal roof system in 2014. Mechanical system upgrades and replacement have been ongoing, and the Emergency Generator was recently replaced.

A. Interior Finishes: Morgue Building

The Morgue facility finishes are designed for resistance and durability. The floors and wall base are a Mexican quarry tile that has performed well. The quarry tile finish extends up the wall twenty-eight inches (28") in the Autopsy, Teaching and Decomp Labs, with portions of the remaining height of the walls covered in Fiberglass Reinforced Plastic (FRP) panels (see Figure 2). The remaining walls and ceilings in the labs are painted with a water-resistant epoxy paint. This water-resistant epoxy paint is also used in many of the support rooms in the Morgue Facility, which appears to be in good condition (see Figure 3). The original Vinyl Tile appears to have been replaced with Wood Plank style Luxury Vinyl Tile (LVT). Restroom areas have original two inch by two-inch (2"x2") porcelain tile flooring (see Figure 5).

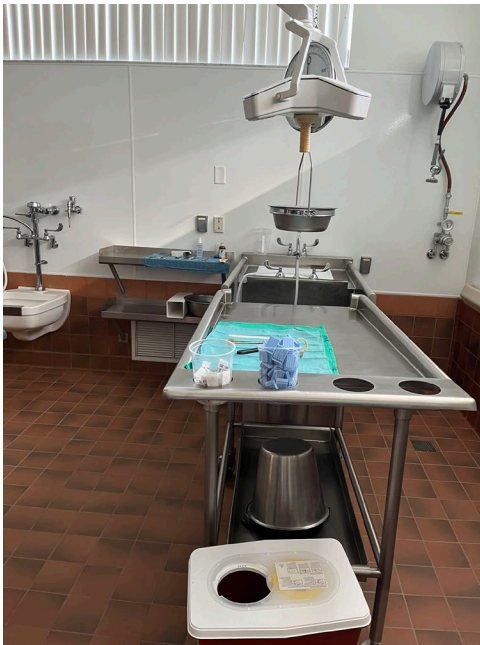


Figure 2: Autopsy Lab



Figure 3: X-Ray Room



Figure 4: Built-In Casework



Figure 5: Restroom

The built-in cabinetry is plywood covered in plastic laminate and is in fair condition, with dated colors. Upper cabinets have dust tops to prevent dust build up and prevent the tops of the cabinets from being used for storage (see Figure 4 above).

B. Interior Finishes: Administration Building



Figure 6: Aluminum Storefront at Office

The Administration Building has standard office finishes; carpet, paint, and acoustic ceiling tile (ACT). In areas where the original Vinyl Tile was replaced, it was with a LVT that matches the one used in the Morgue Building. In the offices and general spaces, the carpet is in fair condition. A door height aluminum storefront system allows visible connection from the offices to the general spaces (see Figure 6). Ceiling tile is in good condition and does not show discoloration or staining from roof leaks or other condensation. Restrooms have original two inch by two-inch (2"x2") porcelain tile flooring.

Built-in cabinetry is plywood covered in plastic laminate and is in fair condition, with dated colors (see Figure 7). Upper cabinets have dust tops to prevent dust build up and prevent the tops of the cabinets from being used for storage. There are two large Reception Station built-in with wood grain plastic laminate and oak trim (see Figure 8). These are in fair to poor condition.



Figure 7: Built-In Casework at Lounge



Figure 8: Custom Workstation Casework

C. Existing Program



Figure 9: Covered Exterior Area

The Morgue Building has a covered, exterior loading area where bodies are received (see Figure 9). They are moved to one of two cooler areas. There is a Decomposition Autopsy room with one (1) table (see Figure 10), a Teaching Autopsy room with one (1) table (see Figure 11) and an Autopsy Lab room with three (3) tables (see Figures 12 and 13); for a total of five (5) tables. There are General and Specimen Storage rooms (see Figures 14-17), as well as Law Enforcement Officer (LEO) (see Figure 18) and X-Ray Processing rooms (see Figure 19). There is currently one (1) Office in this portion of the building, with four (4) workstations for Morgue Techs (see Figure 20). There are locker/restrooms with one (1) shower for each gender (see Figure 21). Please refer to the Space Planning Table in Appendix C for a complete list of spaces and existing square footage.



Figure 10: Decomposition Autopsy Lab

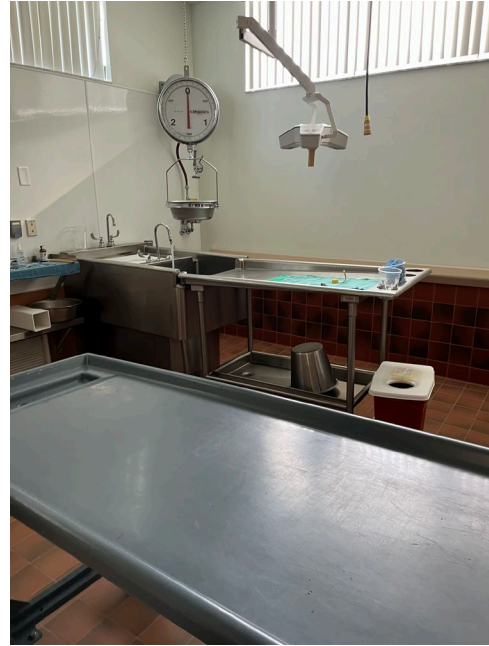


Figure 11: Teaching Autopsy Lab



Figure 12: Autopsy Lab



Figure 13: Autopsy Lab



Figure 14: Specimen Storage



Figure 15: Specimen Storage



Figure 16: Specimen Storage

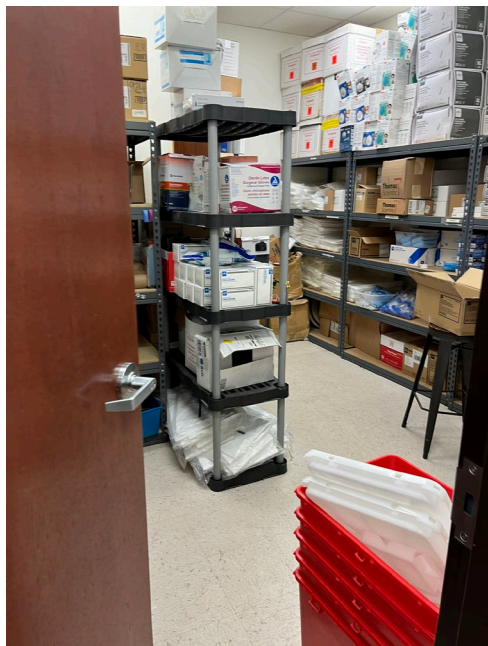


Figure 17: General Storage



Figure 18: Law Enforcement Officer Room



Figure 19: X-Ray Room



Figure 20: Morgue Tech Office



Figure 21: Locker Room



Figure 22: High Density Record Storage

The Administrative Building has a number of offices, some are original and some are repurposed spaces now used for offices. There is an Entry and Reception Area, with Single Occupant Toilet Rooms and a Conference Room adjacent to the Entry. There is an employee lounge with built-in casework and refrigerator. There are two (2) single occupant restrooms at the main entrance. The Pathologist's Office has a single occupant restroom. Records Storage utilizes high density storage system (see Figure 22). Please refer to the Space Planning Table in Appendix C for a complete list of spaces and existing square footage.

3. Program Development

Initial discussions regarding programming needs for the expansion of the existing facility began in July of 2023. As the county continues a steadily strong growth rate, the existing facilities and staffing are insufficient for current and future needs. There are currently eleven (11) staff in the administration building and will need to include six (6) additional staff for future growth. There are currently four (4) technicians in the morgue building and will need three (3) additional for future growth. A total of twenty-four (24) staff is needed to be accommodated after the expansion.

In the Administration Building the following deficiencies were noted:

- a. Two (2) additional offices will be needed to accommodate future doctor positions.
- b. File/supply storage areas are inadequate; double or triple the amount of storage space is needed.
- c. Addition of four (4) administration workstations is needed for future growth.
- d. The existing breakroom is too small. They need space for a larger refrigerator and table, stove, cabinets, additional counter space, and electrical outlets.
- e. The existing janitor closet is too small.
- f. Additional staff restrooms are needed.
- g. A quiet room is needed.

In the Morgue Building the following deficiencies were noted:

- a. All the storage areas (supplies, specimens, refrigerator) are inadequate; double or triple the amount of space is needed.
- b. The work areas for the technicians are far too small. A 6'x6' workstation with a shared work area is needed. The number of technicians is expected to increase from four (4) to seven (7).
- c. Two (2) additional offices will be needed to accommodate future doctors.
- d. The locker rooms meet current needs but will need to be expanded to meet future staff growth.
- e. The existing X-ray processing, laundry and janitor spaces are too small.
- f. Include a breakroom for the morgue techs including appliances.

While the Autopsy Lab meets current needs it will not meet future needs.

On January 17, 2024, a site visit was performed, and the following items were discussed on site:

Administrative Building

- a. Offices with windows preferred over open cubicles. Avoid call center feel.
- b. Central open workstation w/distribution space preferred.
- c. Lobby should feel welcoming & not institutionalized, but secure.
- d. Additional Restrooms are needed, greater female to male staff ratio.
- e. Expansion of employee lounge required w/seating and increased counter space.
- f. Expansion of custodial closet.
- g. Hard copy, high density storage is foreseen for the future.
- h. Offices are currently oversized.
- i. Quiet/Lactation Room required.
- j. Fire Alarm System will need to be replaced so that voice evacuation can be added per code.

Morgue Building

- a. Additional Restrooms/Lockers are needed, greater female to male staff ratio.
- b. Decomposition Cooler needs to be expanded as well as General Cooler
 - a. Open body rack shelving similar to existing is desired.
- c. Storage for Hazmat Material required.
- d. Storage of 15 gallons of formaldehyde required.
- e. Storage for body table carts required.
- f. Morgue Tech need four (4) current + three (3) future cubicles with a centralized printer.
- g. Future X-Ray equipment to be "Lodox eXero-DR" system (estimated at \$538,000).
- h. The current "Teaching Autopsy" space is underutilized, primarily used for special consultant examinations.
- i. Dictation space is currently used by law enforcement, to process evidence.
- j. Telecom service may need to be rebuilt depending on new Morgue Building configuration and Telecom vault relocation.
- k. Morgue Techs need prep and set up space.
- l. Specimen Storage
 - a. Heavy duty shelving required.
 - b. Slide storage units, extremely heavy and may need high strength concrete/pad.
 - c. Require two (2) or more residential sized refrigerator/freezer units.

The above noted comments and deficiencies were used to develop a revised space requirement program.

4. Proposed Program Narrative

A. General

Project will need to be phased so that the building remains operational. To that end, the new addition will be constructed first and once completed, staff will move to the new portion of the buildings while renovations to the existing buildings is performed.

B. Administration Building

- a. Provide new Architectural element to designate entry area, storm harden storefront system, so that wayfinding on site is understood as to where the entrance to the building is located.
- b. The reception area to be revised to provide security while still maintaining a welcoming atmosphere.
- c. Provide additional restrooms to accommodate the Potty Parity for a larger female to male staff ratio.

- d. Record Storage to be enlarged to allow for offsite records to be stored on site.
- e. New conference room is required to hold larger meetings.
- f. Offices will continue to utilize window wall systems along corridors to allow visual connection but still have sound control and privacy when needed or required.
- g. Further, the offices will be sized to utilize existing furnishings.
- h. Provide additional Janitorial and Storage Spaces.
- i. Provide the following office types:
 - 1. Chief Pathologist's Office with attached single occupancy restroom and shower
 - 2. (3) Three large Doctor's Offices
 - 3. (1) One Office Manager's Office
 - 4. (1) One Law Enforcement Officer Liaison Office
 - 5. (1) One open work with distribution layout space
 - 6. (8) Eight general Offices

C. Morgue Building

- a. Provide new Decomposition Autopsy Lab and Decomposition Cooler with direct access to existing Lab and Decomposition Cooler.
- b. Extend Covered Loading Area to allow for storage of morgue carts.
- c. Provide additional Landry and Janitorial spaces.
- d. X-Ray Room to be increased to provide space for two (2) Lodox eXero machines including all required power and utilities. At this time only one (1) Lodox eXero machine to be included in the cost estimate, the second machine to be funded at a later time.
- e. Replace all existing P-Lam cabinetry with new base cabinetry with phenolic counter surfaces.
- f. Increase Autopsy Lab and maintain visual and physical connection between the two spaces as much as possible. Provide new base cabinets with phenolic counter surface.
- g. Provide an additional two (2) new Autopsy Coolers. New coolers to have connection to corridor, but not each other. Two (2) smaller coolers are preferred over one (1) large cooler for flexibility and cleaning.
- h. Adjacent to the new Autopsy Lab should be a Morgue Tech Suite and an Anthropology Lab.
- i. Morgue Tech Suite to have gypsum board on metal stud perimeter wall with systems furniture workspaces.
- j. Provide larger Specimen and General Storage spaces. Specimen storage to include heavy duty shelving and high-density glass specimen storage. Three (3) new refrigerator/freezer units in Specimen Storage.
- k. Additional restroom, lockers, and showers to accommodate the Potty Parity for a larger female to male staff ratio.

D. Line-item costs will be added for the following items:

- a. Replacing the standing seam metal roof down to the decking to allow for uniformed appearance.
- b. Replacing all windows along the building perimeter to current building code.
- c. Upgrades to harden exterior shell to allow use as a refuge in inclement weather.

5. Cost Estimate

Refer to Appendix A for Cost Estimate.

6. Civil

Refer to Appendix B for Conceptual Site Plan drawing information.

The Polk County Medical Examiner's Office expansion will require the following site improvements:

A. Sitework

The medical examiner has indicated there isn't a strong need for additional parking as there is currently some excess. During times of increased visitors (such as for classes/training) there is plenty of off-street grass parking that can accommodate the temporary increase. However, the office expansion layout would impact (4) existing parking stalls which would need to be replaced/relocated. Suggested stall locations are provided on the conceptual site plan.

B. Stormwater/Drainage

The examiner's office and the immediate surrounding area are covered under an existing Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP). The permit number is 13610.002. The office expansion project would require a minor modification to this existing permit due to the increase in impervious area and various changes to the existing drainage infrastructure. Conveyance swales going around the north and east portions of the existing building would need to be filled in or otherwise modified with the expansion, and several roof drain downspouts on the east side of the building that are currently going underground to an unidentified system would need to be removed. For the office expansion any new roof drains would need to be collected into a storm line and routed to the existing stormwater pond. A 12-inch storm pipe is included on the conceptual plan for this purpose. Drainage calculations will need to be performed for the project to determine if the existing stormwater pond is still capable of retaining the 100-year, 24-hour storm. If it is unable to do so the pond will need to be modified (deepened or made larger), or the pond can be redesigned to retain the 25-year, 24-hour storm with a new outfall control structure that discharges into the master retention pond.

C. Utilities

The existing water and sewer connections to the examiner's office are located on the east side of the building, so the expansion project will impact these and require relocations. There are two sewer cleanouts on the outside of the building, one for each of the north and south portions, which will need to be routed through the proposed expansion in order to keep the existing office in service during construction. The water backflow preventer and meter assembly is also within the footprint of the office expansion, so this will need to be relocated and the services adjusted as well. The increased square footage of the office expansion would require the north portion of the new building to be sprinkled, so a new fire line will need to be installed to service this. Ideally this fire line could be tapped into the water line servicing the fire hydrant in front of the existing building, but this will depend on the pipe size and available flow rates.

In order to properly plan for the utility re-routing and relocations a SUE survey is recommended in addition to the typical boundary and topographic survey.

7. Structure

New construction to be similar to the existing. Concrete footings with reinforced eight inch (8") CMU and a five inch (5") thick reinforced concrete slab on grade in the Morgue Building Addition and a four inch (4") thick reinforced concrete slab on grade in the Administration Building Addition. Pre-engineered wood roof trusses support the roof. A high roof between the two buildings is supported on reinforced concrete columns.

Recommend existing exterior walls be evaluated to determine wind load capacity. Existing windows that remain on the perimeter after new construction are recommended to be replaced to meet current codes.

8. Architectural

A. Building Codes

- a. Florida Building Code – Building 2023
- b. Florida Building Code – Existing Buildings 2023
- c. NFPA 13

B. Administration Building Demolition

Demolition of existing elements to allow for new construction to include:

- a. Removal of existing Male Toilet Room, patch and prep all surfaces for new construction. This area to be a passageway to the new construction.
- b. Remove two (2) portions of Exterior CMU Wall to allow connection from existing to new. (One at existing Men's Restroom and one at existing Chief Pathologist's Office)
- c. Remove interior 3 5/8" steel stud partition walls at offices, including interior windows and doors create new larger Records Storage.
- d. Remove existing woodwork station to create Storage area.
- e. Remove the existing Reception desk, to be replaced with new.
- f. Remove casework in Breakroom to be replaced with new larger casework.
- g. Remove floor finish throughout and replace with new.
- h. Remove steel stud partition, and wood door and metal frame including side lite at entry into existing Chief Pathologists Office.
- i. Remove and replace existing Conference Room flooring with large format LVT.

C. Morgue Building Demolition

Demolition of existing elements to allow for new construction to include:

- a. Remove portion of lead-lined wall between X-Ray and Storage, to combine the two spaces.
- b. Remove Morgue Tech Office and portion of exterior wall for passageway between existing and new construction.
- c. Remove portions of Exterior CMU Wall at Existing Autopsy Labs to connect to new, one portion must be full height to allow ability to walk between old and new Autopsy Labs. Other portions to be coordinated with structural to allow for visual connection between the old and new Autopsy Labs.
- d. Remove portion of wall and telecom curb for future passage from receiving to new construction.
- e. Remove existing wall at Custodial Closet to expand, new wall will be provided.
- f. Remove wall hung casework in X-Ray.

- g. Remove all built in wall hung upper and base casework throughout Autopsy Lab, Decomposition Lab and Receiving.

D. New Construction Administration Building

Metal stud partitions, with interior windows and vision panel hardwood doors. All interior partitions and furring to be painted 5/8" gypsum wall board. Two by two acoustical ceiling tile system at nine feet and zero inches (9'-0") above finished floor (AFF) to match existing. Carpet in offices and corridors. Large format luxury vinyl tile in storage and common spaces. Vinyl floor base throughout. Restrooms to be ceramic tile floors, base, and ceramic tile on walls to four feet and zero inches (4'-0") above finished floor per FBC. All Square Footage (SF) to follow is approximate and does not include circulation.

- a. Provide (5) five offices, 150 SF each.
- b. Provide (1) one open workspace with surface counters, 120 SF.
- c. Provide (8) eight offices, 80 SF each.
- d. Provide new Chief Pathologist Office with attached restroom including shower.
- e. Provide additional single occupant men's restroom.
- f. Provide additional female restrooms with 3 toilets and 2 lavatories.
- g. Provide additional janitorial and utility rooms.
- h. Provide new Supply and General Storage Rooms
- i. Extend High Density Records Storage to 1,285 SF.
- j. Provide Conference Room 640 SF.

E. New Construction Morgue Building

Metal stud partitions, with interior windows and vision panel hardwood doors. All interior partitions and furring to be painted 5/8" gypsum wall board, except where noted walls to be finished with washable fiber-reinforced plastic (FRP) panels. Two by two acoustical ceiling tile system at nine feet and zero inches (9'-0") above finished floor, except where noted below. Morgue Facility to have Mexican quarry tile flooring and wall base to match existing. Restrooms to have ceramic tile floors, base, and ceramic tile on walls to four feet and zero inches (4'-0") above finished floor per FBC.

- a. Provide new three (3) walk-in style packaged coolers, insulated on all four (4) sides including recessed slab coordinated with manufacturer's floor system, minimum 10'-0" high ceiling AFF. Provide two (2) "clean" coolers and one (1) "dirty" (Decomposition) cooler. Locate new dirty cooler next to existing dirty cooler.
- b. Provide four (4) tier stationary stainless steel morgue cadaver rack systems to line one wall of each of the new coolers (see Figure 23).
- c. Provide Specimen Storage approx. 900 SF with adjustable three (3) tier Heavy Duty Shelving. Provide 2'-0"x 2'-0" ACT in Specimen Storage at 10'-0" AFF. Specimen Storage does not need additional room cooling or insulation.
- d. Provide three (3) ADA compliant refrigerators with bottom freezer units in the Specimen Storage Room.
- e. Provide new locker/restroom facilities for eight (8) women and four (4) men. Provide one set of double tier wooden lockers per person with laminate finishes, including 4" base and dust tops.
- f. Provide seven (7) 60 SF min. Morgue Tech cubicles with systems furniture within an enclosed "suite" adjacent to Autopsy Lab.
- g. Provide casework for Morgue Tech work prep with chemical resistant phenolic resin countertops.
- h. Provide an Anthropology Lab 175 SF, for unidentified specimens.
- i. Provide 240 SF of General Storage Space with four (4) tier shelving.

- j. Extend existing Covered Loading Area to provide an additional 800 SF of space to allow for additional Cart Storage.
- k. Provide an additional 1,200 SF of Clean Autopsy Lab space with four (4) tables and sinks, provide cabinets around perimeter. Autopsy space has a washable, non-porous ceiling 10'-0" AFF. Provide Mexican Quarry Tile wainscot with FRP panels to a height of 8'-0" AFF.
- l. Provide an additional 460 SF of Decomposition Lab space with one (1) table, sink and cabinets. Decomposition Lab has a washable, non-porous ceiling. Provide Mexican Quarry Tile wainscot with FRP panels to a height of 8'-0" AFF.



Figure 23: Morgue Cooler with Racks



Figure 24: Existing Courtyard

F. Roofs and Exterior Spaces

- a. Cost estimate to provide separate line-item costs for:
 - a. Replacing the entire standing seam metal roof system with new, so that the entire facility looks unified.
 - b. Attach to the existing roof with new material, only as required to provide a watertight system from new material to existing.
- b. Extend the courtyard between the two buildings to maintain odor and contaminant control. Providing additional portion of raised roof over the courtyard to 3'-0" beyond the building courtyard enclosure fence line (see Figure 24) to protect staff from inclement weather.
- c. Provide visual security by obscuring line of sight into the courtyard by the public from east and the road.
- d. Courtyard to be designed to be pleasant and habitable for use by the staff.

9. General Utilities

The scope of the project will be to expand both the Administration and Morgue buildings, both existing buildings will need to be fully operational/functional during the expansion construction with minimal impact to day-to-day operations. Logistically, the MEPT systems in the expansion areas will be new and primarily dedicated to serving the expansion in both buildings.

A. Existing Site Utility Services

a. Plumbing

The existing water service for the building is now located on the eastern side of the property and will be within the footprint of the new building expansions. The service point will need to be relocated outside of the footprint. It will serve the new expansions and reconnect to the existing water service feed for the existing buildings (see Figure 25).



Figure 25: Water Service/Backflow Preventer



Figure 26: Site Drainage Swales

b. Storm Water



Figure 27: Typical Downspout

The existing building utilizes a gutter and downspout (see Figure 27) system that feeds into a storm water swale (see Figure 28) on the expansion side of the building. The Drainage will need to be reworked to allow for the building expansion.

c. Telecommunications



Figure 28: Low Voltage Manhole

The existing low voltage service provider's manhole is within the footprint of the Morgue building expansion and will need to be relocated (see Figure 28).

d. Electrical



Figure 29: Electric Utility Service

Normal Electrical Service

The main electrical utility service is located on the northwest corner of the site. Based on the existing utility monthly usage the existing service will be able to accommodate the expansion of both buildings. (See Figure 29)

Emergency Generator System

Currently there is a generator and fuel storage on the north side of the existing building currently serving both existing buildings.

e. Fire Protection



Figure 30: Record Storage Fire Protection System

The current Records Storage area is served by an HFC 227 ea system. This is a FM 200 class system and still used. It needs to be relocated as the storage tank and control valve system are currently in an office space. (See Figure 30)

10. Fire Suppression

Fire Sprinkler (Existing and New)

- a. The existing buildings are not sprinkled. Based on current Florida Building Code 2023 requirements, total square footage of the expansion, and preliminary meetings with the building department, the Morgue Building (new and existing portions) will require a sprinkler system. The Administration Building (new and existing portions) will not require a sprinkler system.
 - a. A flow test should be provided on the closest fire hydrant to determine water pressure, it is not anticipated to have a fire pump for the sprinkler system.
 - b. A new dedicated waterline and backflow preventor will need to be provided on the site to accommodate the new sprinkler system.

11. Plumbing

Plumbing Systems (Existing)

- a. The existing fixtures shall not be replaced in either the existing portions of the Morgue and Administration Buildings.
- b. The water heater in the existing build appears to be original to the building. Based on the age of the water heater (20 years) and the life expectancy of water heaters (15-20 years) we would recommend replacing the water heater as part of the remodel. (See Figure 31).



Figure 31: Water Heater

Plumbing Systems (New)

- a. New low flow fixtures with powered touchless type trim shall be utilized for the expansion area of the Morgue and Administration Buildings.
- b. Provide one (1) New 40-gallon water heater shall be provided for the new Admin Expansion, and one (1) new 50-gallon water heater shall be provided for the new Morgue Building Expansion Area.

- c. During the renovation of the Morgue and Administration Buildings replace both the 85-gallon and 40-gallon water heaters.

12. Heating, Ventilation, and Air Conditioning

Mechanical System Criteria:

- a. Outdoor Design Conditions
 - a. Winter DB: 42.5 degrees F
 - b. Summer DB: 91.3 degrees F
 - c. Summer WB: 77.3 degrees F
 - d. Summer Daily Range (Outdoor-Indoor) 18.1° F
- b. Indoor Design Conditions
 - a. Summer DB: varies per space
 - b. Summer RH%: 55-60% target
 - c. Winter DB: 70 degrees F

c. Cooling and Heating Systems (Existing):



Figure 32: HVAC Unit

- a. The HVAC units supplying the existing Decomposition Autopsy (approximately 7 tons) have recently been replaced. No additional work is anticipated in this area.
- b. Existing Refrigerated Storage Areas (Coolers) in the Morgue Building are existing to remain.
- c. The HVAC system serving the Autopsy and Teaching Autopsy (approximately 30 tons) is needing to be replaced. Note: This unit has two separate circuits and two condensing units (one is shown in Figure 32).
- d. The HVAC system serving the Administration Building is existing to remain.

d. Cooling and Heating Systems (New):

- a. All new units serving the expansions shall be provided with a UV air treatment system as well as a CosaTron air purification system. All units shall be supplied with these systems.
- b. Offices and similar spaces shall be cooled and heated utilizing split system HVAC units with electric heat. The space design for these areas will be 72 deg F cooling and 68 deg F heating. Areas will have one temperature sensor. Each unit shall have its own local controller with a BACnet interface for BAS

control. The outside air will be supplied through each unit supplying the space. Each outdoor unit compressor will have digital scroll load management.

- c. The Autopsy Lab area shall be cooled and heated utilizing split system HVAC units with electric heat. The space design for these areas will be 64 deg F cooling and 64 deg F heating. Each unit shall have its own local controller with a BACnet interface for BAS control. The outside air will be supplied through each unit supplying the space. Each outdoor unit compressor will have digital scroll load management.
- d. New Refrigerated Storage Areas (Coolers) will be supplied as fully manufactured systems to match existing systems on site.
- e. We are estimating that the Morgue Expansion will need approximately a 15 to 20 Ton HVAC system and the Office Expansion will need a 8 to 10 Ton HVAC system.

e. Building Automation and Energy Management:

- a. The system shall be locally controlled for the spaces. The thermostats shall have the ability to have BACnet direct digital control for energy management, equipment monitoring and control.

13. Electrical

Electrical System (Electrical Service): The new and existing loads that will be connected to the main electrical service during construction may require a new service from the utility.

a. Main Electrical Service (Existing)

- a. The current building service is 120/208V 1200A 3-phase, 4-wire.
- b. The building electrical service is provided by a utility pad mount transformer (see Figure 33) on the north side of the building. The transformer is internally C.T.'d with a meter mounted nearby on a rack.



Figure 33: Main Electrical Service

- b. Main Electrical Service (New for Expansion)

Based on existing utility usage provided by the owner, the existing utility service is approximately 1/3 loaded at 368 Amps, and has the capacity to service both building expansions.

 - a. Provide one (1) new 800 switchboard to be located outdoors adjacent to the utility transformer. Switchboards to have power logic technology and surge protection.
 - b. The new switchboard shall feed the following:
 - a. New 600A 120/208V 3PH 4W panelboard in Morgue Expansion Electrical Room.
 - b. New 400A ATS.
 - c. New 100A ATS.
 - d. New 150A 120/208V 3PH 4W double tub panelboard in Office Expansion Electrical Room.
- c. Life Safety Generator (Existing)
 - a. The owner indicated (during in person meetings) that the original life safety generator (250KW) was replaced recently with a much smaller unit (200KW). Although the existing current generator is accommodating the existing building it will most likely not have the capacity to fully support the expansion.
- d. Life Safety Generator (New)
 - a. Based on phasing of the building expansions and needs of the facility to be fully operational during hurricane events (as a defend in place facility) the county is going to provide a second generator for the expansion. Based on preliminary generator load for the expansion it is our engineering recommendation to provide a minimum 150KW generator, with two (2) new Automatic Transfer Switches (ATS). A 400A ATS for the Equipment/Standby Loads and a 100AATS for the Emergency Loads.

- b. The new 400A ATS will service a new 400A panel in the new Morgue Electrical Room and the new 100A ATS will serve a new 100A panel in the Morgue Electrical Room.
 - c. The new office expansion shall be provided with a new 60A emergency panelboard and new 150A double tub panelboard feed from the new 400A panel in the Morgue expansion.
 - d. Provide 30 metering on existing Switchboard EDP-1 and Panelboard LS-1 to determine the actual existing load on the existing Generator System and potential capacity for the renovation of the existing Morgue and Admin Areas.
- e. Electrical Power & Lighting General Performance Scope Items

Building Distribution

- a. Acceptable Manufacturers: GE, Square D, and Cutler Hammer.
- b. Switchboards to have power logic technology and surge protection.
- c. 208/120V panelboards to be located in electrical rooms and near major electrical loads.
- d. Surge Protection Devices to be provided at each panel serving computer equipment and branch circuits and emergency panelboards.

The lighting is all to be replaced.

- a. Lighting fixture types by area:
 - a. Utility areas - Surface or suspended LED.
 - b. Office and Corridors - Recessed lensed LED.
 - c. Restrooms - Recessed lensed LED.
 - d. Commons – LED.
 - e. UV lights are to be utilized in the Autopsy and Refrigerated Storage areas.



Figure 33: Autopsy Lab Lighting and Power Drops

- b. Emergency power
 - a. Egress lighting, including exit signs, to comply with NFPA 101 Life Safety Code. A generator in the new mechanical yard area shall be provided to provide power for emergency lighting and power.
- c. Lighting control
 - a. A complete system of lighting control occupancy/vacancy sensors, to be provided for the new additions and areas of renovation. New exterior lighting shall be controlled by contactor switched automatically by the Building Automation System

14. Communications

General

- a. In the new building, provide a complete and tested cable distribution system for data interconnections (Local Area Network), as well as a distributed wireless access system throughout the facility. The data distribution system shall include fully terminated unshielded twisted pair cables Cat 6, fiber optic cabling, raceways, conduit, UTP termination devices, data communications outlets, wireless access points, fiber enclosures, patch panels, patch cables, network racks, and other incidental and miscellaneous premises wiring and system hardware as required for a complete system.
- b. To accommodate the new building, the existing MDF and IDF will need to be reworked during the remodel. The existing MDF will need to be removed and replaced with an IDF in that area. The existing IDF that is currently in a framed in closed area will need to be redone. The new building will have a new MDF to feed the two reworked IDFs in the existing building. A new 12 strand single mode and 12 strand OM4 indoor/outdoor plenum rated interlocking armored fiber will be routed from the new MDF to the two reworked IDFs.



Figure 35: Defunct Security System

Public Address System, Security Cameras, Intrusion Detection, Access Control:

- a. In the area of the addition, provide a new public address system, security camera system, intrusion detection system, and access control systems. These systems will connect back to the existing systems within the existing building.
- b. The existing security system did not appear operational during the site walk through.

15. Electronic Safety and Security



Figure 36: Fire Alarm System

Fire Alarm System:

- a. For the new building a new Fire Alarm system with Voice Evacuation will be provided.
- b. For the existing building, the panel does not currently have Voice Evacuation. The fire alarm will be upgraded in the new building to Voice Evacuation and Voice Evacuation will be added to the existing building. A slave panel with Voice Evacuation connected to the new building will replace the existing Fire Alarm Panel.

Appendix A

Cost Estimate

COST ESTIMATE

PROJECT : Polk County Medical Examiner's Office
 LOCATION : Winter Haven, Florida
 FILE NAME : Polk Co Med Examiners Office New Bldg. GSF 12,600

DATE : 02/22/2024
 PROJ # : 2024.103
 PAGE : 1 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	COST PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
New Building & Addition						
SITE WORK						\$126,000
Building Earthwork	12,600	sf	10.00	126,000	10.00	
FOUNDATIONS						\$315,000
Shallow Foundations	12,600	sf	15.00	189,000	15.00	
Excavation & Backfill	12,600	sf	10.00	126,000	10.00	
SUBSTRUCTURE						\$182,350
Slab On Grade, 4"	4,800	sf	10.00	48,000	3.81	
Slab On Grade, 5"	7,800	sf	12.00	93,600	7.43	
Loading dock	815	sf	50.00	40,750	3.23	
SUPERSTRUCTURE						\$600,750
Wood Truss Roof sys	13,530	sf	25.00	338,250	26.85	
Tie into existing roof	7,500	sf	35.00	262,500	20.83	
EXTERIOR CLOSURE						\$464,000
CMU, Dampproof, Insul, Stucco	5,650	sf	45.00	254,250	20.18	
CMU, Tie into existing wall	6	loc	5,000.00	30,000	2.38	
HM Doors , Frames, Hardware	4	leaf's	4,000.00	16,000	1.27	
Impact Windows 25% of solid walls	1,413	sf	100.00	141,250	11.21	
Impact AL/GL Doors,sin	3	ea	7,500.00	22,500	1.79	
ROOFING						\$548,750
Standing Seam Metal Roof	13,530	sf	35.00	473,550	37.58	
Entry Structure Feature - Allowance	1	ls	50,000.00	50,000	3.97	
Sealants	12,600	sf	2.00	25,200	2.00	
INTERIOR FINISHES CONSTRUCTION						\$807,145
New Administration Addition - 4,800GSF						
Corridors	1,673	sf	45.00	75,285	5.98	
Offices	1,854	sf	75.00	139,050	11.04	
Conference	640	sf	75.00	48,000	3.81	
Toilets/Janitor	433	sf	85.00	36,805	2.92	
Mech/Elect	200	sf	35.00	7,000	0.56	
New Morgue Addition - 7,800GSF						
Corridors	1,213	sf	55.00	66,715	5.29	
Coolers	1,260	sf	30.00	37,800	3.00	
Labs/Morgue	2,656	sf	105.00	278,880	22.13	
Storage	1,135	sf	55.00	62,425	4.95	
Toilets/Janitor	436	sf	85.00	37,060	2.94	
Mech/Elect	285	sf	35.00	9,975	0.79	
Loading dock	815	sf	10.00	8,150	0.65	
SPECIAL CONSTRUCTION						\$481,200
Specialties	12,600	sf	4.00	50,400	4.00	
Casework	12,600	sf	5.00	63,000	5.00	
Equipment (Coolers)	1,260	sf	200.00	252,000	20.00	

COST ESTIMATE

PROJECT : Polk County Medical Examiner's Office
LOCATION : Winter Haven, Florida
FILE NAME : Polk Co Med Examiners Office New Bldg. GSF 12,600

DATE : 02/22/2024
PROJ # : 2024.103
PAGE : 2 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
New Building & Addition						
SPECIAL CONSTRUCTION - Continued						
Morgue cadaver racks sys	4	ea	10,000.00	40,000	3.17	
HD Shelving 3 tier	80	lf	200.00	16,000	1.27	
HD Shelving 4 tier	20	lf	250.00	5,000	0.40	
ADA Compliant Refrigerators	3	ea	5,000.00	15,000	1.19	
Wood Lockers	12	ea	400.00	4,800	0.38	
Morgure Tech cubicles	7	ea	5,000.00	35,000	2.78	
F.F. & E. - N.I.C.						
CONVEYING SYSTEMS						\$0
None						
MECHANICAL						\$802,800
Fire Sprinkler Sys (Morgue only)	7,800	sf	6.00	46,800	3.71	
Fire Pump - None						
Plumbing	12,600	sf	25.00	315,000	25.00	
Domestic Water Pump - None						
HVAC - DX sys	12,600	sf	35.00	441,000	35.00	
ELECTRICAL						\$1,195,000
Electrical -	12,600	sf	50.00	630,000	50.00	
Electrical - Tel/Data	12,600	sf	5.00	63,000	5.00	
Electrical - Technology	12,600	sf	20.00	252,000	20.00	
Electrical - Generator 150KW	1	ea	250,000.00	250,000	19.84	
Subtotal:					438.33	5,522,995
Contractor General Conditions	15.0%				65.75	828,450
P & P Bond / Sub Bond	3.5%				17.64	222,300
Estimate Contingency	15.0%				78.26	986,060
Escalation - thru 2025	6.0%				36.00	453,590
Contractor O.H.& P.	6.0%				38.16	480,805
PROBABLE BUILDING BUDGET TOTAL:					674.14	\$8,494,200

COST ESTIMATE

PROJECT : Polk County Medical Examiner's Office
LOCATION : Winter Haven, Florida
FILE NAME : Polk Co Med Examiners Office Exist. Bldg. GSF 11,461

DATE : 02/22/2024
PROJ # : 2024.103
PAGE : 3 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
Existing Building Renovations						
SITE WORK						
Building Earthwork - None						\$0
FOUNDATIONS						
Shallow Foundations - Existing						\$0
Excavation & Backfill - Existing						
SUBSTRUCTURE						
Slab On Grade, 4" - Existing						\$0
SUPERSTRUCTURE						
Wood Truss Roof sys - Existing						\$0
EXTERIOR CLOSURE						
CMU, Dampproof, Insul, Modify Existing	2	ea	5,000.00	10,000	0.87	\$106,500
HM Doors , Frames, Hardware	6	leafs	4,000.00	24,000	2.09	
Impact AL/GL Storefront	400	sf	125.00	50,000	4.36	
Impact AL/GL Doors,sin	3	ea	7,500.00	22,500	1.96	
ROOFING						
Standing Seam Metal Roof - Existing						\$22,922
Sealants	11,461	sf	2.00	22,922	2.00	
INTERIOR FINISHES CONSTRUCTION						
Selective Demolition	11,461	sf	15.00	171,915	15.00	\$726,895
Corridors	2,500	sf	55.00	137,500	12.00	
Reception	270	sf	50.00	13,500	1.18	
Lounge	345	sf	55.00	18,975	1.66	
Quiet/Family	400	sf	75.00	30,000	2.62	
Records storage	1,285	sf	65.00	83,525	7.29	
Coolers - existing						
Labs/Morgue	2,285	sf	105.00	239,925	20.93	
Storage/Receiving	1,782	sf	55.00	98,010	8.55	
Toilets/Janitor/Laundry	706	sf	85.00	60,010	5.24	
Mech/Elect	585	sf	35.00	20,475	1.79	
X-Ray	555	sf	45.00	24,975	2.18	
SPECIAL CONSTRUCTION						
Specialties	11,461	sf	3.00	34,383	3.00	\$686,993
Casework	11,461	sf	5.00	57,305	5.00	
Equipment (Lodox X-Ray)	1	ls	538,000.00	538,000	46.94	
Equipment Misc. - Allowance	11,461	sf	5.00	57,305	5.00	
F.F. & E. - N.I.C.						

COST ESTIMATE

PROJECT : Polk County Medical Examiner's Office
LOCATION : Winter Haven, Florida
FILE NAME : Polk Co Med Examiners Office Exist. Bldg. GSF 11,461

DATE : 02/22/2024
PROJ # : 2024.103
PAGE : 4 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
FEASIBILITY STUDY PROGRAM BUDGET						
Existing Building Renovations						
CONVEYING SYSTEMS						\$0
None						
MECHANICAL						\$283,620
Fire Sprinkler Sys (Morgue only)	7,400	sf	6.00	44,400	3.87	
FM 200 Sys Relocate controls/tank	1	ls	10,000.00	10,000	0.87	
Plumbing - New Fixtures, same location	11,461	sf	10.00	114,610	10.00	
Domestic Water Pump - None						
HVAC - Modify Ductwork	11,461	sf	10.00	114,610	10.00	
ELECTRICAL						\$687,660
Electrical -	11,461	sf	40.00	458,440	40.00	
Electrical - Tel/Data	11,461	sf	5.00	57,305	5.00	
Electrical - Technology	11,461	sf	15.00	171,915	15.00	
Subtotal:					\$219	\$2,514,590
Contractor General Conditions	15.0%				\$33	\$377,190
P & P Bond / Sub Bond	3.5%				\$9	\$101,212
Estimate Contingency	15.0%				\$39	\$448,950
Escalation - thru 2025	6.0%				\$18	\$206,516
Contractor O.H. & P.	6.0%				\$19	\$218,907
PROBABLE BUILDING BUDGET TOTAL:					\$337	\$3,867,365
SITE / CIVIL CONSTRUCTION						
Mobilization	1.00	ls		25,000		\$25,000
Site Clearing/Site Demolition	1.00	ls		75,000		\$75,000
Earthwork/Storm Water/Drainage	1.00	ls		120,000		\$120,000
Parking	1.00	ls		80,000		\$80,000
Sidewalks	1.00	ls		25,000		\$25,000
Breezeway (New & Renovated)	3,039.00	sf		22.15		\$67,320
Site Lighting	1.00	ls		20,000		\$20,000
Landscape/Irrigation	1.00	ls		50,000		\$50,000
Utilities - Water/Sewer Modify/Fire Line New	1.00	ls		100,000		\$100,000
Subtotal:						\$562,320
Contractor General Conditions	15.0%					\$84,348
P & P Bond / Sub Bond	3.5%					\$22,633
Estimate Contingency	15.0%					\$100,395
Escalation - thru 2025	6.0%					\$46,181
Contractor O.H. & P.	6.0%					\$48,953
PROBABLE SITE/CIVIL BUDGET TOTAL:						\$864,830
Probable Budget Recap						
New Building & Addition						\$8,494,200
Renovate Existing Building						\$3,867,365
Civil Site Work						\$864,830
PROBABLE CONSTRUCTION BUDGET TOTAL:						\$13,226,395
ALTERNATES						
Reroof existing building (to match new)					ADD:	\$402,000
The above budgets do not include the following;						
Impact Fees & Permits	Design Fees			Builder's Risk Insurance		
Testing & 3rd Party Inspections	Owner Contingency					

COST ESTIMATE

PROJECT : Polk County Medical Examiner's Office

LOCATION : Winter Haven, Florida

FILE NAME : Polk Co Med Examiners Office Total Bldg. GSF 24,061

DATE : 02/29/24

PROJ # : 2024.103

PAGE : 5 OF 5

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL COST	PER S.F.	TOTAL COST
-------------	------	------	-----------	------------	----------	------------

FEASIBILITY STUDY PROGRAM BUDGET

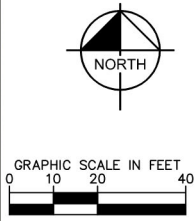
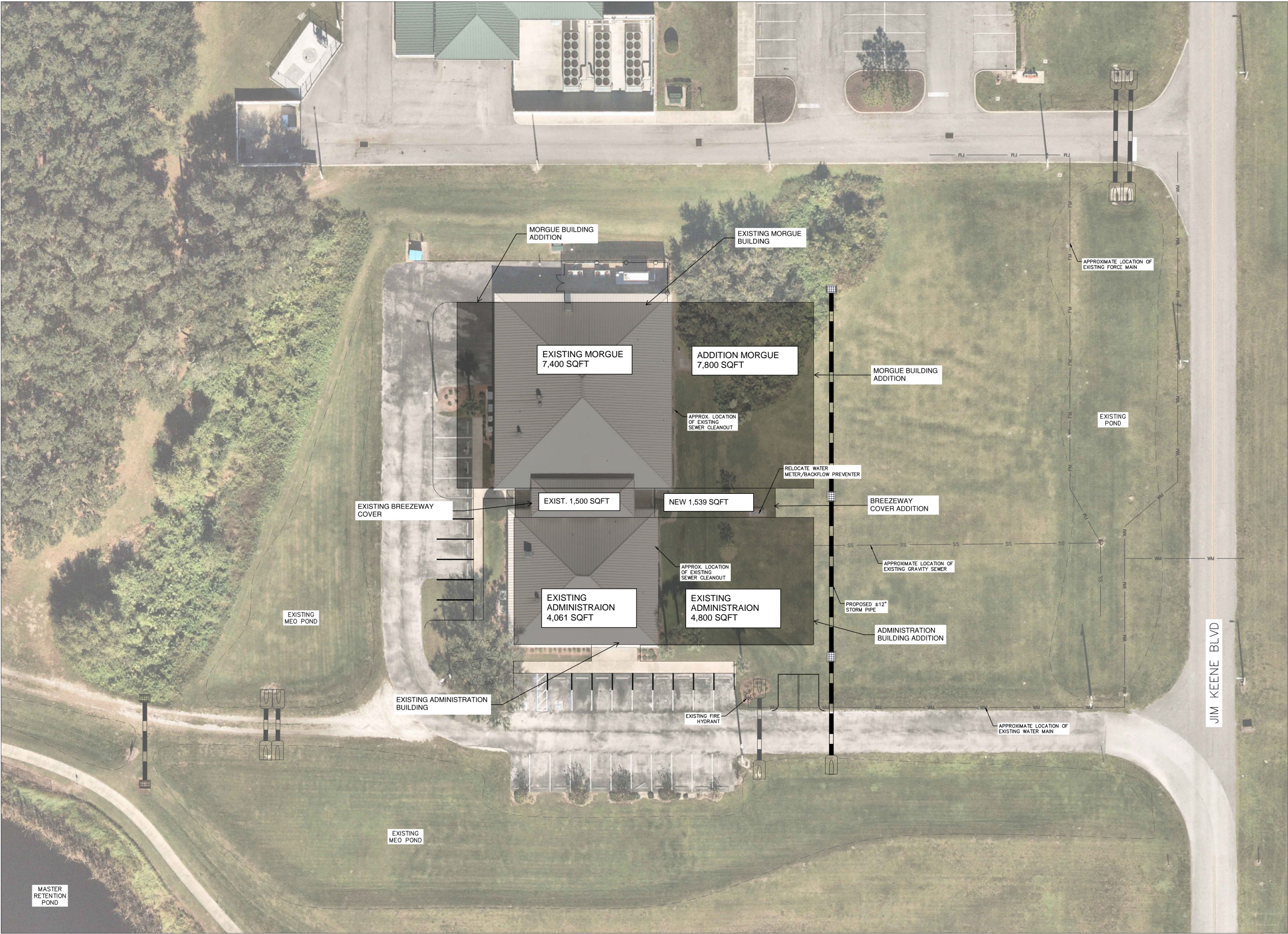
Probable Project Budget Costs

FF&E including morgue tables - Allowance						\$100,000
A/E Basic Services						\$1,000,000
Additional Services						
Civil Engineering						\$75,000
Landscape Architecture & Irrigation Design						\$10,000
AV / IT / Security Design						\$50,000
Interior Design Services						\$30,000
Cost Estimating						\$10,000
Design Contingency						\$117,500
Owner's Construction Allowance						\$250,000
Additional Services w/Owner Approval						\$50,000
Impact Fees & Permits - Allowance						\$135,000
Testing & 3rd Party Inspections - Allowance						\$65,000

Probable Project Budget Total:	\$15,520,895
---------------------------------------	---------------------

Appendix B

Conceptual Site Plan



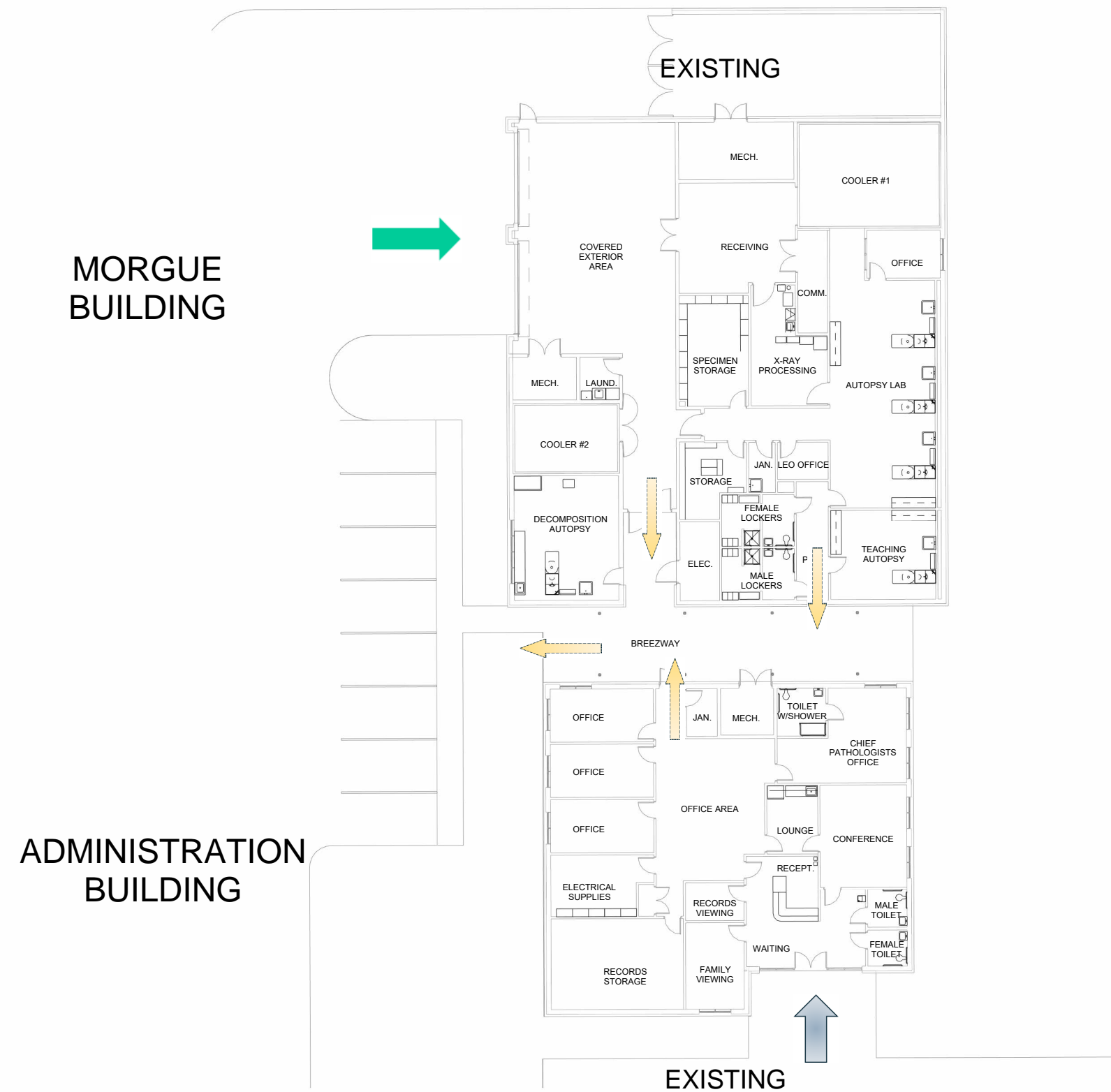
Appendix C

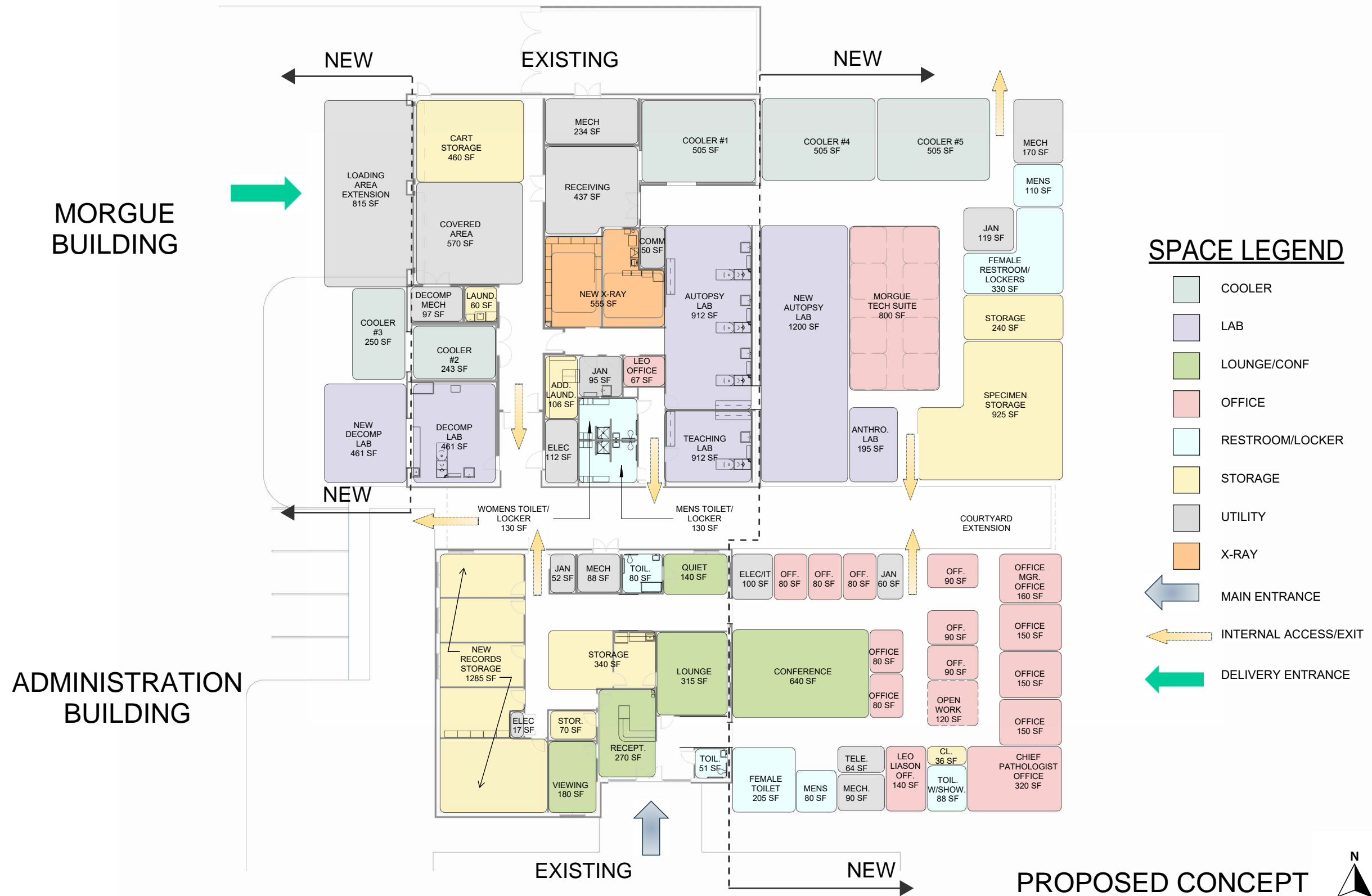
Space Planning Table

POLK COUNTY MEDICAL EXAMINER'S OFFICE ADDITION STUDY				
SPACE PROGRAMMING			ADD-ON OPTION	
ROOM NAME	EXISTING	SCALE	FACTORED	PROPOSED
ADMINISTRATION BUILDING	NSF	FACTOR	NSF	NSF
WAITING	309	1	309	309
RECEPTIONIST	104	1	104	104
FEMALE TOILET	51	2	102	256
MALE TOILET	53	1	53	50
CONFERENCE	315	2	630	640
LOUNGE	125	2	250	315
CHIEF PATHOLOGIST OFFICE	344	1	344	320
TOILET	80	2	160	168
JANITOR	52	2	104	112
OPEN OFFICE AREA	840	1	840	790
OFFICE	194	2	388	300
OFFICE	194	2	388	300
OFFICE	194	2	388	300
STORAGE	203	2	406	446
RECORDS STORAGE	473	3	1,419	1,285
OFFICE (PREV. FAMILY VIEWING)	180	1	180	180
OFFICE (PREV. RECORDS VIEWING)	79	1	79	-
ELECTRICAL	17	1	17	117
MECHANICAL	96	1	96	178
QUIET ROOM			130	140
TELEPHONE			60	64
CORRIDOR			1,105	1,105
SUBTOTAL ADMIN BUILDING	3,903		7,552	7,479
MORGUE BUILDING				
TEACHING	332	1	332	332
PASSAGE	102	1	102	102
MALE LOCKERS	130	2	260	240
FEMALE LOCKERS	130	3	390	460
JANITORIAL	48	2	96	214
LAW ENFORCEMENT OFFICER	67	1	67	67
AUTOPSY	912	2	1,824	2,112
X-RAY	208	2	416	555
PASSAGE	143	1	143	143
SPECIMEN STORAGE	313	3	939	925
RECEIVING	437	1	437	437
COMMUNICATIONS	107	1	107	50
STORAGE	156	2	312	240
MORGUE TECH OFFICE	126	6	756	800
COOLER #1	505	3	1,515	1,515
MECHANICAL	234	1	234	404
COVERED AREA	1,293	2	2,586	2,108
LAUNDRY	60	2	120	166
DECOMP MECHANICAL	97	1	97	97
COOLER #2	243	2	486	493
DECOMPOSITION AUTOPSY	461	2	922	922
ANTHROPOLOGY LAB			180	195
CORRIDOR			1,060	1,060
CART STORAGE (WITHIN COVERED AREA)			-	-
SUBTOTAL MORGUE BUILDING	6,104		13,381	13,637
	EXISTING		FACTORED	PROPOSED
NET SQFT TOTALS	10,007		20,933	21,116
GROSS SQFT TOTAL	11,461		24,282	24,061
BREEZEWAY	1,500	2	3,000	3,039
GRAND TOTAL	12,961		27,282	27,100

Appendix D

Bubble Diagram





February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion
Addendum #1**

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

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

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

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

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

Question 3: If a local consultant creates a Joint Venture with an out of state Architect, will that out-of-state architect be required to attend the pre-proposal meeting?

Answer 3: No, only 1 representative from the partnership (joint venture) is required to attend.

Question 4: 1) In the arrangement above, will our firm and the out-of-state firm need to provide a Joint Venture agreement that is submitted with the RFQ submission in order to use the out-of-state firm's projects and associated references? 2) Will the AIA C101-2018 Joint Venture Agreement be acceptable for this agreement?

Answer 4: 1) Yes, the joint venture agreement must be submitted with RFP proposal to utilize references from their partner in Tab 3. 2) Yes.

February 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion
Addendum #2

Question 1: Florida Consultant wants to team with an out of state Consultant with vast Medical Examiner facility experience. They would be open to an agreement with Florida Consultant that states they will act as a consultant to the Prime Consultant. Is this acceptable to Polk County?

Answer 1: It would have to be a joint venture agreement, which results in “co-primes” to use their out of state consultants references. One consultant being the prime would make the other a sub-consultant and not a “co-prime”.

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Clarification

Clarification

The Prime Consultant **can not** use the sub-consultants references in Tab 3 – Experience, Expertise, Personnel & Technical Resources, unless the two consulting firms create a joint-venture in accordance with Florida Statue 489.119. If the two consulting firms do create a joint-venture, they must submit their proposal on behalf of the joint-venture.

Link for Statue:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0489/Sections/0489.119.html

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

March 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: question/answer and revision.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

ADDENDUM # 4

Question 1: Medical Examiner projects are often few and far between. Many facilities are not built nor expanded for decades. Due to this fact, will the county respectfully consider increasing projects from within the past 10 years to 25 years?

Answer 1: Yes, see revision below.

Revision 1

RFP Package, Tab 3 – Bullet Point 1, page 8:

Delete in entirety:

Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)

Replace with:

Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past **twenty-five (25) years** as the prime firm performing the architectural services for the design of a Medical Examiner Facility including a morgue and administrative offices. (Limit response to one (1) page per project)

March 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #5

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, March 19, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____



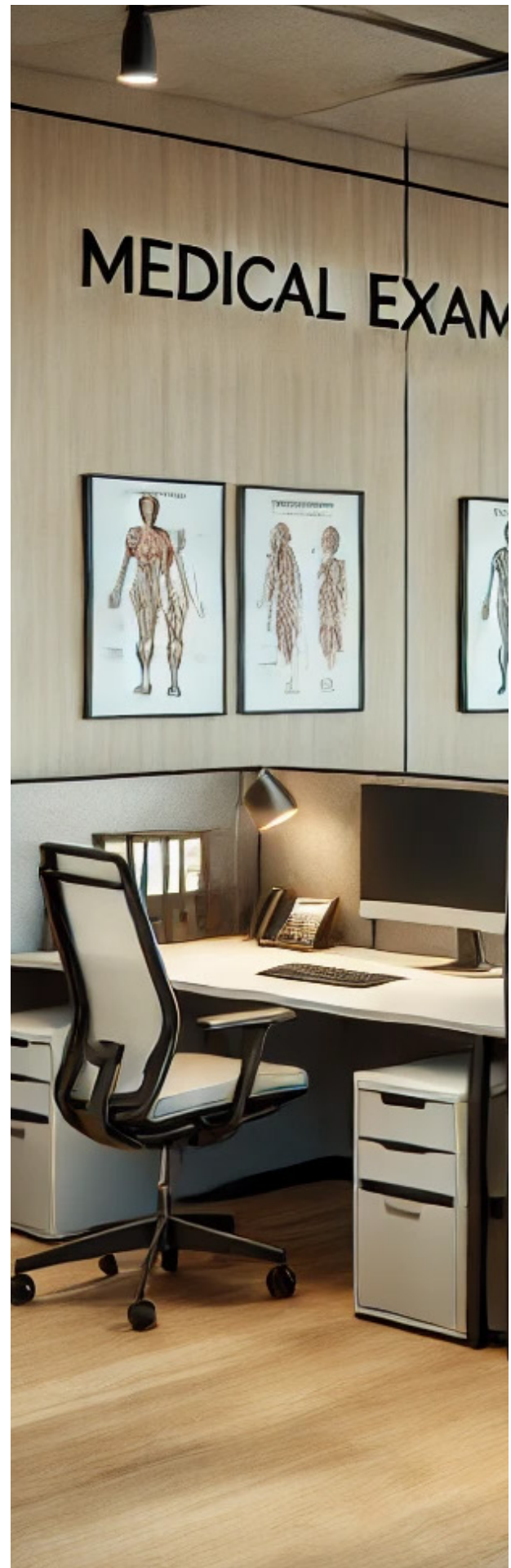
ARCHITECTURAL AND ENGINEERING SERVICES

MEDICAL EXAMINER'S OFFICE EXPANSION

POLK COUNTY

TABLE OF CONTENTS

EXECUTIVE SUMMARY	1
APPROACH TO PROJECT	2
EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES	3
POLK COUNTY ENTITY	4
CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE	5
INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF	6
TIMELY COMPLETION OF PROJECTS	7
SURVEYS OF PAST PERFORMANCE	8





LICENSE #AR0013140

ATTN: Fran McAskill
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: ARCHITECTURAL AND ENGINEERING SERVICES
FOR THE POLK COUNTY AGRICULTURAL CENTER COMPLEX
BUILDING - RFQ # 24-642

Dear Selection Committee,

Harvard Jolly | PBK is pleased to submit our letter of interest for the expansion, addition, and modification of the Polk County Medical Examiner's Office. As a firm with a longstanding commitment to serving Florida's growing communities, we fully recognize the vital role the District 10 Medical Examiner's Office plays in supporting Polk, Hardee, and Highlands Counties, and we are eager to continue our partnership in shaping this essential facility's future.

Our team is uniquely qualified and ideally positioned to lead this project. Harvard Jolly | PBK designed the existing Medical Examiner's Office for Polk County over 20 years ago, and more recently conducted the Expansion Study, giving us an unmatched depth of understanding of the facility's current operations, anticipated growth, and long-term vision. This familiarity ensures a seamless transition from planning to design, enabling us to deliver thoughtful, cost-effective, and efficient solutions tailored to the needs identified in the study.

As Polk County remains one of the fastest-growing regions in the country, the demand on the Medical Examiner's Office will continue to increase. Our team brings extensive expertise in designing specialized government and medical facilities that balance functionality, safety, and future scalability. Our collaborative approach will prioritize maximizing value while maintaining quality and operational excellence. We will also support Polk County's efforts to secure additional funding through legislative priorities and other entities, providing accurate cost analysis and adaptable design solutions.

Harvard Jolly | PBK has a proven track record of delivering projects that align with our clients' goals, schedules, and budgets. Our deep-rooted presence in Florida and our ability to foster strong relationships with stakeholders allow us to address community needs with both insight and innovation. We are confident that our knowledge of the Polk County Medical Examiner's Office, combined with our expertise and collaborative approach, makes us the ideal partner for this critical expansion.

We appreciate the opportunity to be considered for this important project and welcome the chance to discuss how Harvard Jolly | PBK can bring exceptional value and vision to the Medical Examiner's Office expansion.

Sincerely,



Phil Trezza, AIA, LEED AP
Managing Principal

EXECUTIVE SUMMARY

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

Harvard Jolly, Inc., dba Harvard Jolly | PBK

Tampa Office

5201 W. Kennedy Blvd. Suite 515, Tampa, FL 33609

T: 813.286.8206

marketing@harvardjolly.com

b. Number of years in business, as the same company/firm.

Harvard Jolly was founded in 1938 and has been providing clients with architecture and interior design services for **86 years**.

Harvard Jolly | PBK 2023-present;

Harvard Jolly, Inc. 2004-2023;

Harvard Jolly Clees Toppe Architects, PA 1992-2004;

Harvard, Jolly Marcet and Associates, Architects, PA 1977-1992;

Harvard, Jolly and Associates Architects, PA 1961-1977;

William B. Harvard, Sr., Architect 1938-1961.

c. Number of full time employees

Harvard Jolly | PBK has 120+ full-time staff located in eight offices around Florida and is a corporation organized under the laws of the State of Florida since March 15, 1972.

e. Qualifying Architect



LICENSES

d.

State of Florida

Department of State

I certify from the records of this office that HARVARD JOLLY, INC. is a corporation organized under the laws of the State of Florida, filed on March 15, 1972.

The document number of this corporation is 603450.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 3, 2025, and that its status is active.

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

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




Secretary of State

Tracking Number: 8850323342CC

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

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

LICENSES

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000056193

Fictitious Name to be Registered: HARVARD JOLLY PBK**Mailing Address of Business:** 2714 DR MLK JR ST N
ST. PETERSBURG, FL 33704**Florida County of Principal Place of Business:** MULTIPLE**FEI Number:** 59-1430579**FILED**
May 03, 2023
Secretary of State**Owner(s) of Fictitious Name:**HARVARD JOLLY, INC.
2714 DR MLK JR ST N
ST. PETERSBURG, FL 33704
Florida Document Number: 603450
FEI Number: 59-1430579

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

WARD J FRISZOLOWSKI

Electronic Signature(s)05/03/2023

Date**Certificate of Status Requested ()****Certified Copy Requested ()**



PROJECT APPROACH

Harvard Jolly | PBK is honored to have this opportunity to serve Polk County to deliver an expansion and renovation of the Medical Examiner's Office. With 86+ years of experience in architectural planning and design throughout Florida, our team is uniquely positioned to expand and update the existing MEO, and better position Polk County to handle the unprecedented growth it is seeing now and into the future.

MANAGEMENT PLAN AND TEAM EXPERTISE

Our team brings a collaborative and strategic approach to managing this project, ensuring clear communication, accountability, and innovation at every phase. Key members of our team include:

- **Principal-in-Charge - Phil Trezza:** Provides overall leadership, aligning project outcomes with County and Medical Examiner's objectives, and ensuring quality.
- **Project Manager - Eric Rainbeau:** Involved in the recent needs assessment and expansion study, Eric will implement the design with skill and precision.
- **Project Architect - Luis Hernandez:** Coordinates with consultants to deliver complete construction documents.
- **Multidisciplinary Experts:** Specialists in structural, mechanical, electrical, plumbing, and technology systems, ensuring seamless engineering integration.

This team will remain consistent throughout the project to maintain continuity and ensure a unified vision from schematic design to construction administration.

PROPOSED APPROACH

1. Design and Documentation Phase

Once the requirements of the Needs Assessment study are translated into Schematic Design (SD) plans, reviewed and approved by stakeholders and the Chief Medical Examiner, our team will progress the project through Design Development (DD) and develop Construction Documents (CD) to bring the vision to life. Our team will employ advanced tools, including Building Information Modeling (BIM), to ensure accuracy, enhance visualization, and streamline decision-making.

2. Construction Administration Phase

We will actively monitor construction progress to ensure adherence to design intent, budget, and timeline. This includes site visits, milestone reviews, and addressing any unforeseen challenges promptly.



FIRM'S ABILITIES

INNOVATIVE APPROACHES

Technology Integration: Leveraging BIM, virtual walkthroughs, and real-time collaboration platforms to improve communication and efficiency throughout the design and construction phases.

Sustainability Focus: Integrating sustainable design principles, such as energy-efficient systems, water conservation strategies, and resilient materials, to minimize environmental impact and operational costs.

CLIENT ENGAGEMENT

Engaging the Chief Medical Examiner, Dr. Stephen Nelson, and key professionals within his staff, is central to our approach. Through the County's Project Manager, we will schedule input and review meetings with Dr. Nelson and his staff to ensure his office's needs and requirements are met. We will patiently review our documents with all stakeholders during the various stages of development to ensure all parties are clear and understand exactly what is designed and included in the project.

WHY HARVARD JOLLY | PBK?

Harvard Jolly | PBK offers unmatched expertise for this particular project, supported by:

- **Proven Experience:** Completion of numerous Medical Examiner's Offices and similar facilities.
- **Local Knowledge:** A deep understanding of Florida's building codes, environmental conditions, and community dynamics.
- **Scalable Resources:** A network of 300+ professionals, ensuring adequate staffing and expertise to meet project deadlines.

COMMITMENT TO SUCCESS

Harvard Jolly | PBK is committed to delivering an expanded, updated, efficient, and highly-functional MEO that will meet the current and future needs of Polk, Hardee, and Highlands Counties.



QUALITY ASSURANCE/QUALITY CONTROL

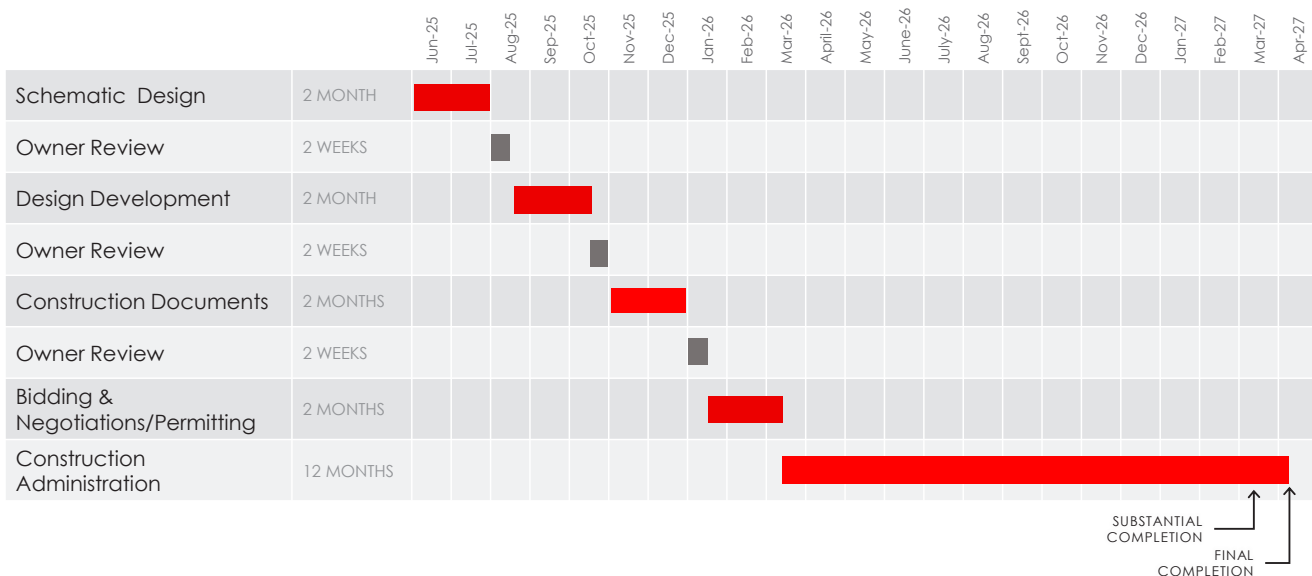
The mainstay of our mission statement since the inception of the firm in 1938 has been service to our clients. With the development of technology, the complex requirements of sophisticated projects, the greater expectations of the user, and the need to constantly strive to provide the best service possible, our efforts in Quality Management have evolved throughout the history of the firm. JOur Quality Management program achieves client satisfaction through an integrated system of techniques, training and culture that results in the creation and execution of a quality project.

THE KEY COMPONENTS BELOW EMBODY OUR QUALITY MANAGEMENT PROGRAM:

1. An Office Practices Committee meets monthly to maintain and develop firm-wide standards for Technology, Design, Human Resource Policy, Communications, Insurance and Quality Requirements.
2. A Technical Standard Committee meets weekly to direct the constant development and evolution of our CADD system, our standard details, material research, as well as specifications and contract requirements. We feel this Committee is important for the complete, concise communication and delivery of the project requirements.
3. A Design Methodology is established to ensure proper and correct identification of program requirements and client needs. In-house design reviews are required early in the project to not only substantiate that the design meets the program but that the design meets the firm requirements.
4. Construction Documents are systematically organized to assure compliance with codes. Construction details are time-tested and reviewed by our Technical Standards Committee.
5. Construction Document Review processes are enacted that include a series of checklists and a team coordination meeting when the documents are 75% complete. Imperative to the quality of the Construction Documents is our final review policy prior to issuing the documents.
6. An aggressive Construction Administration program is mandatory to ensure a successful project. Our detailed progress reports, change order tracking procedures and enforcement of the contract documents are the key tools.
7. A Post-Construction Evaluation and Post-Occupancy Survey with the Contractor and Owner completes the quality circle by allowing us to incorporate and reinforce the ideas and details that work and drop those that do not.

The quality management tools that our firm brings to this project, in addition to our high level of commitment to client satisfaction, will be our confident ability to meet and exceed your expectations. This culture and ability to work within a partnering structure of the design team, construction team, and Polk County representatives will provide the environment that will assure the highest quality project.

PROJECT SCHEDULE







POLK COUNTY MEDICAL EXAMINER'S OFFICE

WINTER HAVEN, FL

The Polk Medical Examiner facility was designed as a state-of-the-art prototype, focused on the separation and containment of three main functional areas: Administration, Autopsy and Decomposition Autopsy, and Service Areas. This approach enhances light quality, security, and odor control.

The Administration Building includes offices, public spaces, and security-focused design elements, creating a warm and welcoming atmosphere. The Autopsy Area features four well-lit bays, specialized equipment, and durable, easy-to-clean finishes, while the adjacent Decomposition Autopsy Area is designed for odor containment.

The facility's layout promotes efficiency, with connected buildings separated by an open-air corridor and covered breezeway, ensuring both functionality and privacy.

In 2024, Harvard Jolly | PBK was selected to conduct a needs assessment for the MEO.

OWNER

Polk County
Dr. Stephen Nelson
1021 Jim Keene Blvd
Winter Haven, FL 33880
863-298-4600

SIZE

11,000 SF

ORIGINAL | FINAL

COMPLETION DATE

2002 | 2002

Study - 2024

FIRM'S RESPONSIBILITY

Full Architectural Services

KEY STAFF | ROLE

Phil Trezza - Principal
Eric Rainbeau - Project Architect
CC&A

ORIGINAL | FINAL BUDGET

(explain difference if any)

\$1.8M | \$1.8M



COLLIER COUNTY MEDICAL EXAMINER'S OFFICE NAPLES, FL

Harvard Jolly | PBK's design for the Collier County Medical Examiner facility emphasizes efficiency, security, and environmental control through the strategic separation of its three primary areas: Administration, Autopsy and Decomposition Autopsy, and Service Spaces. This layout helps address critical issues like natural light distribution, safety, and odor management.

The Administration section houses private offices, public-facing spaces, and security-enhanced features, including visual monitoring capabilities, all designed to create a more welcoming and comfortable atmosphere. The Autopsy Area includes multiple procedure bays equipped with specialized, durable materials and advanced technology, arranged to streamline workflow and maintain cleanliness. A separate Decomposition Autopsy Area ensures proper containment and isolation for specialized cases.

These distinct zones are connected by open-air corridors and covered walkways, creating a cohesive yet compartmentalized environment. Thoughtfully designed and highly efficient, this facility sets a new standard for modern medical examiner buildings.

OWNER

Collier County
Tony Barone
Principal Project Manager
Facilities Management Division
3335 Tamiami Trail East, Naples, FL
34112
(239) 252 - 7453
Tony.Barone@colliercountyfl.gov

SIZE

13,243 SF

ORIGINAL | FINAL

COMPLETION DATE

2000 | 2000

FIRM'S RESPONSIBILITY

Full Architectural Services

KEY STAFF | ROLE

Phil Trezza
David Sobel

ORIGINAL | FINAL BUDGET

(explain difference if any)

\$1.44M | \$1.44M



LEE COUNTY MEDICAL EXAMINER'S OFFICE NAPLES, FL

Harvard Jolly | PBK provided architectural design services for the renovation and expansion of the Lee County Medical Examiner's Office, ensuring enhanced functionality and operational efficiency for the facility. The project was executed in two distinct phases to minimize disruption to ongoing operations.

Phase 1 – Office Expansion

The first phase of the project involved the conversion of the existing library area into new office spaces, providing additional administrative capacity for staff. The renovation included reconfiguring the space to accommodate individual and shared workstations, integrating modern technology infrastructure, and improving lighting and ventilation for a more productive work environment.

Phase 2 – Cooler and Freezer Expansion

In response to the facility's growing needs, the second phase focused on the expansion of the existing cooler and freezer rooms. This upgrade significantly increased the storage capacity for forensic investigations, enhancing the office's ability to efficiently handle casework. The design incorporated advanced temperature control systems, improved insulation, and optimized workflow access to support the department's critical operations.

Throughout both phases, careful planning and execution ensured that renovations were completed with minimal impact on daily activities. The improvements provide modernized, efficient, and sustainable upgrades that support the Medical Examiner's mission in serving Lee County.

OWNER

Lee County
Ehab Guirguis
Director, Facilities Construction and
Management
1500 Monroe St. Fort Myers, FL 33901
239-533-8838
EGuirguis@leegov.com

SIZE

17,857 SF

ORIGINAL | FINAL
COMPLETION DATE
2020 | 2020

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza
Blayne Rose

ORIGINAL | FINAL BUDGET
(explain difference if any)
\$450,000 | \$450,000



CLEVELAND CLINIC HISTOLOGY MORGUE RENOVATION NAPLES, FL

Harvard Jolly | PBK provided architectural design services for the renovation of the Pathology and Laboratory Medicine areas on the first floor of Cleveland Clinic Weston Hospital, successfully enhancing workflow efficiency and functionality. The 1,800-square-foot renovation involved removing a portion of the existing holding refrigerator to allow for expansion, reconfiguring the autopsy lab by removing an autopsy table to create space for two new grossing stations, and modifying the staff toilet and locker room to accommodate additional block and slide storage. Additionally, the cutting, staining, and embedding stations were reconfigured to establish a cleaner and more efficient workflow within the lab.

Given that these spaces operate 24/7 and could not be relocated during construction, Harvard Jolly | PBK carefully planned and phased the project to minimize disruptions while maintaining full operational capacity. A study of the existing processes was conducted to verify programmatic needs, ensuring the final design met the operational requirements of both the end users and the administration. The completed renovations successfully improved efficiency, organization, and overall laboratory functionality, reinforcing Cleveland Clinic's commitment to cutting-edge medical diagnostics and patient care.

OWNER

Cleveland Clinic
Elizabeth Aurelia
Interior Design, Buildings + Design
1155 35th Lane, Suite 204A
Vero Beach, FL 32960
772.205.5096
aurelie@ccf.org

SIZE

1,800 SF

ORIGINAL | FINAL

COMPLETION DATE
2015 | 2015

FIRM'S RESPONSIBILITY

Full Architectural Services

KEY STAFF | ROLE

Rene Tercilla

ORIGINAL | FINAL BUDGET

(explain difference if any)
\$300,000 | \$300,000



HILLSBOROUGH MEDICAL EXAMINER COMPLEX RENOVATION

NAPLES, FL

Hillsborough County has seen tremendous growth and will continue to see more as the eastern part of the county continues to be developed. With this growth comes a need for more capacity within the Medical Examiner Complex to store toxicology specimens. This project consisted of the expansion of the existing toxicology specimen storage room. This meant specific existing partitions had to be removed and new partitions had to be constructed, while maintaining the operations of the facility. Careful attention was paid to maintain existing systems, safety, and security during both the design and construction phases.

OWNER
Hillsborough County
David Ray
Project Manager
601 E Kennedy Blvd
Tampa, FL 33602
813.597.8100
RayD@HillsboroughCounty.org

SIZE
13,243 SF

ORIGINAL | FINAL
COMPLETION DATE
2023 | 2023

FIRM'S RESPONSIBILITY
Full Architectural Services

KEY STAFF | ROLE
Phil Trezza

ORIGINAL | FINAL BUDGET
(explain difference if any)
\$1.44M | \$1.44M

Harvard Jolly | PBK brings decades of experience and specialized expertise in the design of medical examiner facilities. While we are proud to present projects completed within the requested time range, it's important to emphasize that the nature of medical examiner offices — highly specialized and infrequently constructed — requires a depth of knowledge and a history of proven designs that transcend any single timeframe. Our firm has built a legacy of creating state-of-the-art facilities tailored to the unique operational and environmental needs of these critical institutions.

Our experience in this sector is exemplified by our work on several distinguished projects across Florida, forming the foundation for our understanding of medical examiner facility design. These include the Monroe County Medical Examiner's Facility, completed in 2009, a 9,282 square foot, hurricane-resistant structure designed to serve the needs of Monroe County. This facility, along with the Polk County Medical Examiner's Office and the Collier County Medical Examiner's Facility represent a highly successful prototype that Harvard Jolly | PBK developed and refined. This prototype was inspired in part by the renowned Dade County Medical Examiner Facility and adapted to meet the specific needs of growing Florida counties.

The strength of this prototype lies in the careful separation and containment of the three primary functional areas of the facility: Administration, Autopsy and Decomposition Autopsy, and Service Areas. This design approach addresses critical operational challenges such as security, quality of light, and odor control. The Administration Building houses medical personnel offices, a large lobby, a family viewing room with closed-circuit TV, a conference room, public toilets, and a file viewing room — all designed to create a welcoming, non-clinical environment. Visual control and security are prioritized, with a receptionist maintaining clear sightlines to public areas.

These facilities stand as a testament to Harvard Jolly | PBK's ability to deliver thoughtfully designed, cost-effective, and efficient medical examiner offices. Our extensive experience, combined with our understanding of the evolving needs of these institutions, makes us uniquely qualified to design the new Polk County Medical Examiner Office. With a commitment to innovation and excellence, we look forward to creating a facility that serves the county's needs well into the future.



MEET YOUR TEAM



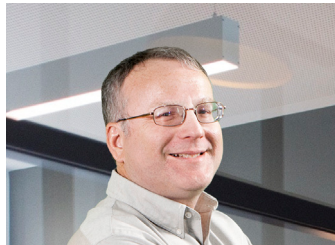
PHIL TREZZA, AIA, LEED AP
PRINCIPAL-IN-CHARGE



ERIC RAINBEAU, AIA
PROJECT MANAGER/ARCHITECT



BLAYNE ROSE, NCDIQ
PRODUCTION



DAVE SOBEL, CCA, LEED AP
CONSTRUCTION ADMIN



WINOLA H. DAVIDSON, IIDA, LEED AP
INTERIOR DESIGNER

CONSULTANTS



MECHANICAL/
ELECTRICAL/
PLUMBING



CIVIL
ENGINEERING &
LANDSCAPE



STRUCTURAL
ENGINEERING



COST
ESTIMATOR

Phil has been with Harvard Jolly | PBK for 25 years and specializes in municipal facility design. He is one of Harvard Jolly | PBK's most creative architectural designers. He is adept at taking a strong design concept and weaving its elements throughout the project details in a way that is complementary to the overall design of the project.

Phil will function as the Principal-in-Charge under this contract which makes him directly accountable to the owner throughout the entire project duration. Phil has a true understanding of the level of detail and oversight that is required to produce a successful project that meets both the client's expectations and the budget constraints.



PHIL TREZZA, AIA, LEED AP

PRINCIPAL-IN-CHARGE

- Sumter Supervisor of Elections PH II; \$7.4M; Principal
- Hillsborough County Brandon Library Replacement; \$16.8M; PM
- Zephyrhills Public Library; \$2.2M; PM
- Town 'N Country Commons Regional Community Center; \$10.8M; PM
- Leesburg Public Library; \$7.5M; Project Architect
- Dali Museum Facility Management Study; \$N/A; PM
- Hillsborough University Area Community Library; \$3.9M; PM
- Gulfport Senior Center; \$13.2M; Project Manager for Study
- Babcock Ranch Town Masterplan; \$N/A; Project Manager
- Sumter Cty Courthouse Parking Facility; \$6.6M; PM
- Marine Exploration Center & Aquarium, Project Manager | N/A; PM

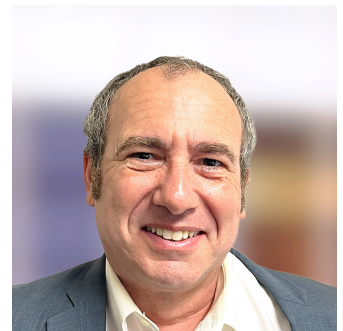
YEARS OF EXPERIENCE
Joined Harvard Jolly | PBK in 2005
Years with Other Firms: 5

EDUCATION
Master of Architecture
University of Florida

Bachelor of Design
in Architecture
University of Florida

REGISTRATIONS
Florida Registered Architect
##0017760

With 27 years of architectural experience, Eric brings expertise in everything from initial scoping reports and code review to construction administration. His leadership and ability to coordinate teams have been instrumental in delivering successful projects of varying complexity and type, including municipal, government, federal, educational, commercial, religious, restoration, and historic developments. Eric is committed to meeting client needs on schedule and within budget while ensuring all technical and design objectives are achieved.



ERIC RAINBEAU, AIA

PROJECT MANAGER/PROJECT ARCHITECT

- SPC CHS Master Plans Study Downtown Campus; \$N/A; PA/PM
- SPC Castaldi Analysis; \$1.75M; PA/PM
- HCC FinTech Renovations, PA/PM | \$600K
- PHSC Continuing Services Contract; <\$4M; PA/PM
- Eastside Elementary Classroom and Cafeteria Additions; \$25M; PM
- Polk County Medical Examiners Study; \$15M; PA/PM
- Regional Fuels Lab Conversion, NAVFAC Southeast; \$6.5M; PA*
- Sarasota Bradenton International Airport - Terminal Renovations; \$22M; PA*
- Terminal Building, LaBelle Airport; \$3.2M; PA*
- NAVFAC Southeast - New P454 Hangar & Aircraft Apron; \$40M; PA*

YEARS OF EXPERIENCE
Joined Harvard Jolly in 2024
Years with Other Firms: 27

EDUCATION
Bachelor of Architecture
Syracuse University, School of Architecture

Registered Architect/
Florida #AR95459

*previous firm experience

In the role of Project Production, Blayne will work closely alongside Eric and aid in the successful design and execution of public use building projects from overall project conception through design development, construction document production, submittal, and construction administration. Additionally, he will take part in everything from code research, drafting, site visits, coordination of consultants, and client interaction.



BLAYNE ROSE, NCIDQ PRODUCTION

- Collier County Sheriff's Entry Remodel; \$2.1M; Production
- Collier County EOC - 3-story Redesign; Production
- Collier County Emergency Services Complex; \$56M; Production
- Charlotte County Chamber of Commerce - Renovations & Additions; \$413,000; Production
- Lee County School District - The Sanibel School; Varsity Lakes Middle School Caloosa Elementary/Middle School - Addition and Renovation; costs vary by project; Production
- Florida Gulf Coast University Continuing Services Contract; <\$4M; Project Support
- Charlotte County School Board Continuing Services Contract; <\$4M; Production
- Port Charlotte High School Additions and Renovations; \$25M; Production
- School District of Manatee County Continuing Services Contract; <\$4M; Project Support
- Orange County Public Schools Continuing Services Contract; <\$4M; Production

YEARS OF EXPERIENCE
Joined HJ | PBK in 2014
Years at Other Firms: 5

EDUCATION
Bachelor of Architecture
Bachelor of Environmental Design
Auburn University

Manual and CADD Drafting
Huntsville Center for Technology

David has 21 years of experience providing construction administration services for Harvard Jolly | PBK. He has performed construction administration on a variety of projects located throughout Florida ranging from minor additions and renovations to multi-story, multi-phased new construction projects. David will work closely with the design team and will be involved throughout the life of the project.



DAVE SOBEL, CCCA, LEED AP QUALITY CONTROL & ASSURANCE/CONSTRUCTION ADMINISTRATION

- Pinellas County Public Safety Facilities & Centralized Communications Center; \$68.5M ; CA
- Hillsborough County Brandon Library Replacement; \$16.8 ; CA
- Hillsborough County - 6 Public Libraries Renovation; \$4.5M; CA
- Belleair Beach City Hall and Community Center; \$3.6M ; CA
- Sumter County Supervisor of Elections Office; \$7.4M; CA
- Loretta Ingraham Community Center; \$3M; CA
- Hillsborough University Area Community Center; \$6M; CA
- Hillsborough Community College - Collaboration Studio; \$2.5M; CA

YEARS OF EXPERIENCE
Joined Harvard Jolly | PBK in:
2020
Years with Other Firms: 16

EDUCATION
Bachelor of Fine Arts in Interior Design
Ringling College of Art and Design

AVAILABILITY & LOCATION

Staff	Availability	Office Location	City of Residence
Phil Trezza, AIA, LEED AP	20%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Odessa, FL
Eric Rainbeau, AIA	40%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL
Blayne Rose, NCDIQ	30%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL
Dave Sobel, CCCA, LEED AP	25%	5201 W Kennedy Blvd # 515, Tampa, FL 33609	Tampa, FL



SUB-CONSULTANTS



2714 Dr M.L.K. Jr St N
St. Petersburg, FL 33704



109 S Kentucky Ave
Lakeland, FL 33801



5523 W Cypress St.
Tampa, FL 33607



4942 Sandy Brook Circle
Wimauma, FL 33598

MEP CONSULTANTS - IN HOUSE

LEAF Engineers specializes in providing innovative engineering solutions for civic projects involving new or replacement MEP and Technology systems. Most of their services are performed almost exclusively on public institutions, giving them unique insight onto the construction and operational challenges of the industry. With a focus on cost-effective, sustainable designs, LEAF delivers tailored solutions to meet the unique demands of each project and your community.

CIVIL ENGINEERING CONSULTANTS

Kimley-Horn is a full-service, employee-owned consulting firm specializing in engineering, planning, landscape architecture, and environmental services for public and private clients. With 7,500 employees across 130 offices nationwide, including 1,400 in Florida, they are leaders in land development and site planning. This multidisciplinary team integrates seamlessly into projects, combining innovation with practical, constructible solutions to deliver high-quality results on time and within budget. Kimley-Horn's expertise, collaborative approach, and proven track record ensure the success of complex developments while building strong client partnerships.

STRUCTURAL ENGINEERING CONSULTANT

Established in 1999, MCE is a certified WMBE firm with offices in Tampa, Orlando, and Ft. Lauderdale, Florida. Their team of 25 professionals, including seven licensed engineers, brings over 150 years of collective experience in structural design, threshold inspections, forensic engineering, wind load analysis, peer reviews, and construction administration. MCE has successfully completed projects ranging from \$500,000 to \$1 billion, including large-scale design-build ventures, renovations, additions, and minor repairs. Equipped with cutting-edge technology and expertise in Revit, AutoCAD, and MicroStation, MCE prioritizes efficiency and precision in every project. With a commitment to excellence and integrity, their skilled Structural Engineers, CAD specialists, and Project Managers consistently deliver practical, timely solutions for even the most complex construction challenges.

COST ESTIMATING CONSULTANT

CC&A specializes in construction services across commercial, institutional, and retail sectors, including various renovation projects. With over 45 years of experience, the company focuses on providing detailed cost estimates, construction sequencing, constructability analysis, quality control through drawing reviews, on-site inspections, and value engineering.

Daniel, with over 25 years of experience in architectural consulting engineering. His extensive background covers a broad range of project types, including residential, commercial, industrial, institutional, and government sectors. Daniel is committed to providing top-tier engineering design and exceptional client service. He functions as Lead Electrical Engineer and Electrical Engineer of Record (EOR), managing MEP systems such as HVAC, lighting, controls, and fire alarm upgrades. Daniel is known for his collaborative approach with project architects, ensuring effective design, seamless coordination, and successful project outcomes. He also performs campus-wide system assessments and oversees repairs and modernizations, maintaining strong partnerships throughout each project's lifecycle.



DANIEL ROGERS PE

DIRECTOR | ELECTRICAL ENGINEER

– Polk County - Medical Examiner's Office Expansion Study; Engineering Lead

Lee County

– Lavender's Landing Boat Ramp & Service Building ; Engineering Lead
– Sheriff's Office Generator Replacement; Engineering Lead
– Sheriff's Vehicle Storage Facility; Engineering Lead

Sumter County

– Fire Station #21 - Weight Room Addition; Engineering Lead

– Fire Station #31 - Weight Room Addition; Engineering Lead

– Sheriff's Investigative Unit Building; Engineering Lead

– City of Palm Beach - North Fire Rescue Station Renovation; Engineering Lead

– City of Palm Beach Gardens - Police Department Expansion; Engineering Lead

– City of Highland Beach - Town Council Chamber Renovation; Engineering Lead

YEARS OF EXPERIENCE

Joined LEAF in 2024
Years with Other Firms: 25

EDUCATION

B.S. Electrical and Electronics Engineering
Vanderbilt University

REGISTRATIONS

Florida Professional Engineer
#67915

Craig is an accomplished Engineering Director at LEAF Engineers, with over 25 years of expertise in mechanical engineering, energy performance, and project management. Craig is renowned for driving innovation in building systems design, particularly in energy optimization, HVAC systems, and sustainability and is and is a LEED Accredited Professional.

In his role at LEAF Engineers, Craig oversees the entire project lifecycle, from initial design through construction and completion. He leads mechanical engineering efforts, manages project teams, designs HVAC systems, conducts site assessments, performs energy audits, and prepares comprehensive reports. Craig is dedicated to ensuring projects adhere to industry standards and technical requirements, focusing on enhancing building performance and operational efficiency through advanced technology and innovative design strategies.



CRAIG MACMENOMAY PE, CEM, LEED

DIRECTOR | MECHANICAL ENGINEER

– North Fort Myers Fire District - Fire Station #1; Mechanical Engineer

Lee County

– Tax Collector's Office (Satellite Office); Mechanical Engineer
– Tax Collector's Office (New Branch Office); Mechanical Engineer
– Sheriff's Office and Administrative Center; Mechanical Engineer
– Estero Fire Control & Rescue District - Administration and Emergency Operations Buildings; Mechanical Engineer

– Lehigh Acres Fire Control and Rescue District - Fire Station #5; Mechanical Engineer

– Iona-McGregor Fire Protection and Rescue Service District - Fire Station #5; Mechanical Engineer

– Bonita Springs Fire Control and Rescue District - Fire Station #1; Mechanical Engineer

– Southwest Florida Addiction Services at Fort Myers - New Recovery Center; Mechanical Engineer

– Manatee Technical Institute - Health Studies Building; Mechanical Engineer

YEARS OF EXPERIENCE

Joined LEAF in 2024
Years with Other Firms: 26

EDUCATION

B.S. Architectural Engineering
University of Colorado at Boulder

REGISTRATIONS

Florida Professional Engineer
59403

PROFESSIONAL AFFILIATIONS
Certified Energy Manager (C.E.M.)
Leadership in Energy & Environmental Design (LEED AP)

With 36 years of experience in land development and civil engineering, Mark is well-versed in the entire site development process, from due diligence to final inspections. His work spans institutional, civic, commercial, and residential projects across Florida, including stormwater improvements, utility extensions, sewer pump stations, roadway enhancements, and master plans for mixed-use developments.



MARK WILSON, PE

CIVIL ENGINEERING PRINCIPAL-IN-CHARGE

- Polk State College Center for Public Safety, Winter Haven, FL; \$30M; Project Engineer
- Polk County Sheriff's Training Facility, Polk County, FL; \$20M; Project Engineer
- Polk City Government Center, Polk City, FL; \$7.5M; Project Engineer
- Florida Southern College (FSC), Carol Jenkins Barnett Center for Early Learning & Health and the Lamar Louise Curry Education Building, Lakeland, FL; \$7M;

Project Engineer

- Streamsong Resort, Bowling Green, FL; \$160M; PIC
- North Fire Station, Lake Wales, FL; \$N/A - not constructed; PIC
- Polk County Charter School, Polk County, FL; N/A - not constructed; PIC
- Bonnet Springs Park, Lakeland, FL; \$110M; PIC

YEARS OF EXPERIENCE
Joined Kimley Horn in 2003
Years with Other Firms: 14

EDUCATION
BS Civil Engineering
University of Central
Florida

REGISTRATIONS
Florida Registered
PE 47615

Richard has seven years of experience in all aspects of project management, design, and permitting for both private and public-sector land development projects in Central Florida. His project experience includes institutional, industrial, civic, and commercial retail. Richard's design experience includes site layout, grading, drainage/stormwater, utilities, wastewater pump stations, horizontal directional drilling, and construction phase services. Richard has extensive knowledge of permitting through various review agencies in Central Florida, including Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), Polk County, and various other municipalities.



RICHARD MILLS, PE

PROJECT ENGINEER

- Florida Southern College (FSC), Roberts Academy Middle School Building; \$7M; Project Engineer
- Florida Southern College, School of Physical Therapy; \$6M; Project Engineer
- Florida Southern College (FSC), Carol Jenkins Barnett Center for Early Learning & Health and the Lamar Louise Curry Education Building, Lakeland, FL; \$7M; Project Engineer
- FSC, Roberts Academy Middle School Building, Lakeland, FL; \$8M; Project Engineer

- FSC Weinstein Computer Sciences Center, Lakeland, FL; \$7M; Project Engineer
- Streamsong Resort (includes Streamsong WTP and WWTP, flood study and FEMA map revisions) Project Engineer
- Florida Southern College Barnett Athletic Complex, Project Analyst; \$6M; Project Engineer
- Victor Posner City Center DRI, Project Analyst; \$80M; Project Engineer
- Crossroads Commerce Park, Project Analyst; \$75M; Project Engineer

YEARS OF EXPERIENCE
Joined Kimley-Horn in: 2017
Years with Other Firms: 0

EDUCATION
Bachelors, Civil Engineering,
University of Florida

REGISTRATIONS
Florida Registered
#PE93017

As President of MCE, Armando has designed and successfully overseen many technically challenging projects. His diverse knowledge of state-of-the art computer applications enables MCE to increase its service capabilities and creates a progressive impact in the engineering industry. He focuses on timely and satisfactory completion of projects and providing creative solutions to the many challenges projects can often have.



ARMANDO CASTELLON, PE

SENIOR PRINCIPAL - STRUCTURAL ENGINEERING

- Hillsborough County Sheriff's Office Crime Lab, Tampa, FL; \$2.5M; PIC
- HCC Allied Health, Tampa, FL; \$20M; PIC
- Broward Health Home Health Materials Management Relocation, Ft. Lauderdale, FL; \$1.8M; PIC

- Lee County Sheriff's Office Forensic Evidence Facility, Ft. Myers, FL; \$9.3M; PIC
- LabCorp Cooler Enclosure, Tampa, FL; \$1.1M; PIC
- East Pasco Medical Office Building, Zephyrhills, FL; \$7.7M; PIC

YEARS OF EXPERIENCE
Joined MCE in: 2001
Years with Other Firms: 19

EDUCATION
Master of Science in Civil & Structural Engineering,
University of Miami

REGISTRATIONS
Florida Registered
#PE43453

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



STEVIE LOCKHART, PE

PROJECT MANAGER

- UT Graduate and Health Building, Tampa, FL; \$23M; Project Manager
- USF Research Foundation Spec Laboratory, Tampa, FL; \$ 31.9M, Project Manager
- Apopka Medical Office Building, Apopka, FL; \$1.7M; PIC
- Lucerne Medical Office Building, Orlando,

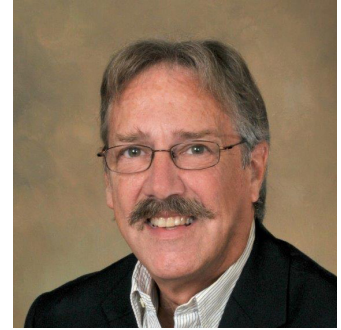
- FL; \$2.4M; Project Manager
- Surgery Center at the Gateway, Dunedin, FL; \$2.1M; Project Manager
- COT Evidence Storage & Impound Lot Structural Evaluation, Tampa, FL; \$7.1M; Project Manager

YEARS OF EXPERIENCE
Joined MCE in 2016
Years with Other Firms: 0

EDUCATION
Master of Science in
Structural Engineering,
University of South Florida

REGISTRATIONS
Florida Registered
#PE86482

Bob has over 40 years of diversified construction experience. Projects range from Commercial, Institutional, Retail to many types of Renovation projects. He has served as Vice President, Chief Estimator and Project Manager for a number of Florida's contractors. Duties included conceptual estimating, hard bid estimates, value engineering analysis, project scheduling and on-site project management. As President of C C & A he is currently providing cost estimates, construction sequence phasing schedules, constructability analysis, drawing review/quality control, value engineering analysis and LEED facilitator services to various Owners and Architects.



ROBERT KAUPP, LEED AP

COST ESTIMATOR

- Polk County Medical Examiners Study; \$15M; CE
- Hernando Co. Public Works; CE
- City of Tampa Public Works; \$7.6 M; CE
- Vehicle Maintenance Facility; CE
- Pasco Co Nottingham Public Works Facility; \$81M ;CE
- Pinellas Co Operations Building Addition; \$5.4 M; CE
- St Johns Fire/Sheriff Facility; \$8.1M; CE
- Pinellas Park Public Safety Facility; \$5.4M; CE

YEARS OF EXPERIENCE
Joined CC&A in: 1991
Years with Other Firms: 7

EDUCATION
Syracuse University,
Syracuse, New York





POLK COUNTY ENTITY

Harvard Jolly | PBK has 8 offices across Florida to serve our clients. The Harvard Jolly PBK office closest to this project is our Tampa office, from which all work will be conducted. While we do not have an office within Polk County boundaries, we have teamed up with the local office for Kimley-Horn to provide civil engineering services.

Harvard Jolly | PBK

5201 W. Kennedy Blvd., Suite 515
Tampa, FL 33609

Kimley Horn - Civil Engineering

Headquarters: 421 Fayetteville St STE 600
Raleigh, NC 27601

Local Office: 109 S Kentucky Ave
Lakeland, FL 33801

50

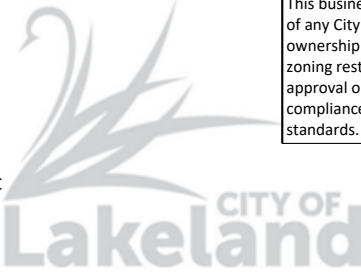

Employees
at Local Office

22

Years in Business
of Local Office

POLK COUNTY LOCAL BUSINESS TAX RECEIPT ACCOUNT NO. 2100		CLASS: B		EXPIRES: 9/30/2020	
OWNER NAME MARK WILSON		LOCATION 116 S KENTUCKY AVE LAKELAND			
BUSINESS NAME AND MAILING ADDRESS KIMLEY-HORN AND ASSOCIATES, INC ATT: MINDY ZENI 421 FAYETTEVILLE ST STE 600 RALEIGH, NC 27601		CODE 540190	ACTIVITY TYPE PROFESSIONAL ENGINEER		
		PROFESSIONAL LICENSE (IF APPLICABLE) 696			
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR			THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION		
PAID-1526261-0001-0001 09/26/2019 09/26/2019 LMM 159 57.75 MINDY ZENI					

TC301F-16

BUSINESS TAX RECEIPT		Expires on: 9/30/2025
<i>Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801</i>		
Account Number: 1392456 Workers: 17 Square Footage: 5,300 Fee: \$482.25 Location Address 109 KENTUCKY AVE S, LAKELAND, FL 33801 Business Name & Mailing Address KIMLEY-HORN AND ASSOCIATES INC 421 FAYETTEVILLE ST STE 600 RALEIGH NC 27601	This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.	
		
RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS		VALID ONLY WHEN SIGNED



W/MBE

Harvard Jolly | PBK is not a Certified Minority Business Enterprise. However, we strongly support initiatives to include diverse vendors and consultants on our project teams. Selection of certified diverse sub-consultants is customary on Harvard Jolly awarded projects and we are committed to continuing Certified Business Participation. Harvard Jolly | PBK is so supportive of minority participation that we not only include minority sub-consultants on our projects, but we have also incorporated this practice in the daily operation of our firm.

Harvard Jolly | PBK recognizes the importance of working with minority, small and diverse business enterprises (MBEs, SBE and DBE). As a company, both on the corporate level as well as branch offices, we strive to reflect the makeup of the diverse world within which we conduct business. For this project, we have included Master Consulting Engineers, Inc., a Certified Minority Business, for our Structural Engineering services. We also reach out to diverse businesses to provide competitive quotes or to establish bases of corporate accounts for services such as: printing, office and drafting supplies, software and computer hardware, maintenance services for copiers, printers, phones, catering for business meetings and events, company vehicle service, building maintenance, project photography, courier and delivery services, professional services, as well as a host of others.

When Harvard Jolly | PBK is considering engaging in business with a supplier, we must first and foremost make sure the supplier can execute the job we are asking them to perform. We work towards bringing more women, minority and service-disabled veteran-owned business enterprises into our supply chain. We work with MBEs that provide products and services in many areas.





INTERACTION WITH COUNTY & REGULATORY AGENCY STAFF

Harvard Jolly | PBK has extensive experience collaborating with county staff and regulatory agencies to deliver complex projects like the Polk County Medical Examiner's Office. We excel at navigating permitting processes and regulatory compliance to ensure timely, cost-effective, and high-quality project delivery.

Our team has successfully engaged with a variety of regulatory entities, including local building departments, the Florida Department of Environmental Protection (DEP), and the Federal Emergency Management Agency (FEMA). This experience has equipped us to address permitting, zoning, environmental, and safety requirements seamlessly.

COLLABORATION WITH COUNTY STAFF

Having worked on numerous public projects across Florida, including those in Polk County, we are familiar with the County's processes and stakeholders. Our approach emphasizes early and continuous engagement with County staff, ensuring alignment with project goals and regulatory requirements. Key points of interaction include:

- County Facilities Management: Regular coordination meetings will address operational needs, phasing plans, and facility requirements.
- Procurement Office: We will ensure all documentation and bidding processes comply with County standards.
- Building Department: Our team will engage early in the design phase to clarify permitting requirements and address any potential challenges proactively.
- County Attorney's Office: We will coordinate on legal and contractual matters, ensuring all projects documents align with County guidelines.

ENGAGEMENT WITH REGULATORY AGENCIES

We understand that regulatory approvals are a critical component of the project timeline. Our team will:

- Proactively consult with agencies such as the Florida DEP to address environmental permitting and land use requirements.
- Ensure compliance with life safety codes, ADA standards, and Florida Building Code requirements in all design phases.
- Coordinate with FEMA if the site includes any flood-prone areas, ensuring resilient design solutions.
- Our experience navigating similar projects ensures that all regulatory processes are handled efficiently, minimizing delays and mitigating risks.

COLLABORATIVE APPROACH

Our team fosters a collaborative environment with County and agency staff by:

- Hosting design charrettes and workshops to gather input and refine the project vision.
- Conducting regular progress meetings to ensure transparency and alignment.
- Providing detailed documentation and prompt responses to inquiries.

We welcome feedback from County staff and regulatory agencies and prioritize open communication throughout the project to ensure a smooth process.

PROVEN TRACK RECORD

Harvard Jolly | PBK has a strong history of delivering projects that meet or exceed expectations, on time and within budget. By engaging with County and regulatory agency staff early and often, we ensure that the expanded Medical Examiner's Office will be an updated, efficient, and highly-functional facility. Our proactive and collaborative approach positions us as a trusted partner for Polk County.



CURRENT & PROJECTED WORKLOAD

Our firm is dedicated to delivering projects on time and within budget by leveraging our structured project management processes and experienced team. Our current and projected workload is carefully managed to ensure adequate resources are allocated to every project, allowing us to meet the requirements of the scope of services efficiently.

We maintain a balanced workload by continuously monitoring project timelines, staffing capacities, and milestones to avoid overcommitment. Each project is supported by a dedicated team of professionals with specialized expertise, ensuring that critical tasks, such as permitting, design development, and construction administration, are handled daily with precision and focus. This proactive approach enables us to meet or exceed client expectations for quality and timeliness.

Below is an overview of our current and projected workload, illustrating our capacity to successfully take on new projects while maintaining our commitment to excellence:

Project Name	Project Owner	Percent Complete	Remaining Fee
Phoenix House / HCSO Office Interior Renovation	Hillsborough County Sheriff's Office	70%	\$11,175
Hillsborough County - Cross Creek Park	Hillsborough County	78%	\$108,680
Community Based Step-Down Facility	Hillsborough County	87%	\$26,995
Hillsborough County Balm Park Pickleball	Hillsborough County	76%	\$12,058
Westwood Lakes Park Pickleball Courts	Hillsborough County	80%	\$11,496
Kings Forest Park Splashpad	Hillsborough County	70%	\$9,109
Northlakes Sports Complex Pickleball Courts	Hillsborough County	84%	\$3,881
Northlakes Park Sewer Connection	Hillsborough County	82%	\$2,200
Hillsborough County Brandon Library	Hillsborough County	44%	\$529,048



CAN WE HANDLE IT?

Harvard Jolly | PBK is uniquely equipped to handle every aspect of the scope of services for the Polk County Medical Examiner's Office. Our comprehensive approach, combined with extensive resources and decades of experience, ensures seamless management of daily project requirements, from master planning to construction administration.

DAILY OPERATIONS AND CAPABILITIES

1. Schematic Design (SD), Design Development (DD), and Construction Documents (CD)

With robust in-house teams specializing in architectural and engineering disciplines, we can efficiently develop and refine detailed design documents on a daily basis. Our use of Building Information Modeling (BIM) enables real-time collaboration and ensures that all aspects of the design, from structural layouts to MEP systems, are cohesive and coordinated.

2. Cost Estimating and Value Engineering

Daily review sessions are held with our cost estimation experts to monitor budgets, identify cost-saving opportunities, and ensure that designs remain financially feasible. Our team integrates value engineering as an ongoing process, assessing materials, methods, and systems to maximize efficiency without compromising quality.

3. Permitting and Regulatory Coordination

Our team maintains direct contact with regulatory agencies, ensuring daily progress on permitting requirements. Through established relationships with local, state, and federal agencies such as the Florida DEP and local building departments, we address issues proactively to avoid delays.

4. Construction Administration and Oversight

During construction phases, our team will conduct daily site inspections, monitor contractor progress, and ensure compliance with design documents. Real-time reporting and photo documentation are shared with County stakeholders to maintain transparency and keep the project on schedule.

5. Collaboration and Communication

Daily communication with Polk County staff is a cornerstone of our approach. We utilize web-based collaboration platforms, email, and scheduled calls to provide updates, address questions, and maintain alignment with project goals. This consistent communication ensures clear lines of accountability and responsiveness throughout the project.

KEY RESOURCES TO SUPPORT DAILY OPERATIONS

- **Dedicated Project Team:** Each project is staffed with a Principal-in-Charge, Project Manager, and technical leads in architecture, civil, mechanical, electrical, plumbing, and structural engineering. These team members remain fully engaged daily, ensuring consistency and attention to detail.
- **Advanced Technology:** Tools such as BIM, digital dashboards, and cloud-based file-sharing systems allow our team to work collaboratively and efficiently on all project tasks.
- **Scalable Workforce:** With over 300 professionals across multiple disciplines, Harvard Jolly | PBK has the capacity to allocate additional resources as needed to meet project demands.

Harvard Jolly | PBK's daily ability to handle each aspect of the scope of services is backed by our comprehensive resources, experienced personnel, and proven processes. We are confident in our capacity to deliver a successful Medical Examiner's Office that exceeds Polk County's expectations. Through proactive planning, efficient design practices, and seamless communication, we ensure that every project phase is executed with precision and excellence.



Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: David Ray (Name of Person completing survey)

Hisllborough County (Name of Client Company/Consultant)

Phone Number: 813.597.8100 Email: Rayd@HCFL.gov

Total Annual Budget of Entity N/A

Subject: Past Performance Survey of Similar work:

Project name: Medical Examiner Complex Renovation

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: \$1.44M Ending Cost: \$1.44M

Contract Start Date: 2022 Contract End Date: 2023

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

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

Printed Name of Evaluator David Ray

Signature of Evaluator: David Ray

Please fax or email the completed survey to: Harvard Jolly | PBK

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: Brian Mondgock (Name of Person completing survey)

Collier County (Name of Client Company/Consultant)

Phone Number: 239 252 7294 Email: Brian.Mondgock@CollierCountyFL.gov

Total Annual Budget of Entity ~\$26

Subject: Past Performance Survey of Similar work:

Project name: Collier County - Career Technical Training Center

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: \$398,716.00 Ending Cost: \$174,965.00

Contract Start Date: 5/15/2023 Contract End Date: 12/21/2023

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

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

Printed Name of Evaluator Brian Mondgock, PMP

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Harvard Jolly | PBK

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office

Expansion

To: William Dodding (Name of Person completing survey)

Lee County (Name of Client Company/Consultant)

Phone Number: 239 699 1399 Email: wdodding@largo.gov.com

Total Annual Budget of Entity 2.8 Billion

Subject: Past Performance Survey of Similar work:

Project name: Lee County - Various Projects

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: Varies Ending Cost: Varies

Contract Start Date: Varies Contract End Date: Varies

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

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

Printed Name of Evaluator William Dodding

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Harvard Jolly | PBK

Survey Questionnaire – Polk County

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

To: Elizabeth L. Aurelia (Name of Person completing survey)
Cleveland Clinic (Name of Client Company/Consultant)
 Phone Number: 772-205-5096 Email: AureliE@ccf.org

Total Annual Budget of Entity > 100m

Subject: Past Performance Survey of Similar work:

Project name: Cleveland Clinic - Various Projects

Name of Vendor being surveyed: Harvard Jolly | PBK

Cost of Services: Original Cost: Varies Ending Cost: Varies

Contract Start Date: Varies Contract End Date: Varies

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

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

Printed Name of Evaluator Elizabeth L. Aurelia

Signature of Evaluator: Elizabeth L. Aurelia, March 5, 2025

Please fax or email the completed survey to: Harvard Jolly | PBK

February 14, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion


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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Phil Trezza
Title: Managing Principal
Company: Harvard Jolly | PBK

February 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion


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

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Phil Trezza
Title: Managing Principal
Company: Harvard Jolly | PBK

February 24, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Clarification

Clarification

The Prime Consultant **can not** use the sub-consultants references in Tab 3 – Experience, Expertise, Personnel & Technical Resources, unless the two consulting firms create a joint-venture in accordance with Florida Statue 489.119. If the two consulting firms do create a joint-venture, they must submit their proposal on behalf of the joint-venture.

Link for Statue:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0489/Sections/0489.119.html

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: 

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

March 7, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #4

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: question/answer and revision.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: 

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

Question 1: Medical Examiner projects are often few and far between. Many facilities are not built nor expanded for decades. Due to this fact, will the county respectfully consider increasing projects from within the past 10 years to 25 years?

March 10, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #5

RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion

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

Contained within this addendum: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, March 19, 2025, prior to 2:00 p.m.

Tabatha Shirah

Tabatha Shirah
Procurement Analyst
Procurement Division

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

Signature: 

Printed Name: Phil Trezza

Title: Managing Principal

Company: Harvard Jolly | PBK

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Harvard Jolly, Inc.

DBA/Fictitious Name (if applicable): Harvard Jolly | PBK

TIN #: EIN - 59-1430579

Address: 5201 W. Kennedy Blvd., Suite 515

City: Tampa

State: Florida

Zip Code: 33609

County: Hillsborough

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

Contact Person: Phil Trezza

Phone Number: 813.286.8206

Cell Phone Number: 727.692.2412

Email Address: p.trezza@harvardjolly.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

Affidavit Certification Immigration Laws

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

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

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

Company Name: Harvard Jolly | PBK

Signature: _____

Title: Managing Principal

Date: January, 8, 2025

State of: Florida

County of: Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by Phil Trezza (name) as Managing Principal (title of officer) of Harvard Jolly | PBK (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced 8th January as identification.

Notary Public Signature: _____

Printed Name of Notary Public: Susan Malusky x

Notary Commission Number and Expiration: HH 422607 | 08/11/27

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

Harvard Jolly | PBK

NONGOVERNMENTAL AGENCY

SIGNATURE


Phil Trezza

PRINT NAME

Managing Principal

TITLE

January , 8th, 2025

DATE

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-186, Architectural and Engineering Services for Medical Examiner's Office Expansion**

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


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

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

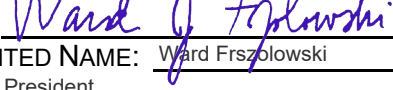
3. By entering into the Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all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

Executed this 24 day of March, 2025.

ATTEST:

By: 
PRINTED NAME: Rene Tercilla
Its: Secretary

CONTRACTOR:

By: 
PRINTED NAME: Ward Frszolowski
Its: President



5201 W. Kennedy Blvd.
Suite 515
Tampa, FL 33609
Phone: 813-286-8206
License #AR0013140
PBK.com

July 17, 2025

VIA: Email



Attn: Steve McMillan
Facilities Management Division
Polk County BoCC
2160 Marshall Edwards Dr
Bartow, FL 33830

RE: Polk County Medical Examiner's Office Expansion

Mr. McMillan:

PBK appreciates this opportunity to submit this proposal to Polk County BoCC (PC/Owner) to provide Architectural/Engineering (A/E) services to renovate and expand the Polk County Medical Examiner's Office.

Our proposal contains the following:

- 1.0 Project Understanding
- 2.0 Scope of Services
- 3.0 Proposal Assumptions
- 4.0 Exclusions
- 5.0 Compensation

1.0 Project Understanding

- 1.1** To provide improvements and expansion of the two (2) existing buildings and breezeway located at 1021 Jim Keene Blvd, Winder Haven, FL 33880.
- 1.2** The existing Medical Examiner's Facility function is divided into the two (2) previously mentioned buildings. The first building contains the public reception, offices, and report file storage. The second building contains morgue services, autopsy labs, coolers, specimen storage, and support spaces. The breezeway between the two (2) buildings provides cover and odor separation. The goal is to provide the required additional space and to redesign the existing office and morgue spaces to accommodate the County's projected growth.
- 1.3** The existing facility is 12,574 square feet, with an increase of 14,526 square feet to bring the total building size to 27,100 square feet. The estimated cost of construction is \$12,763,562 for vertical construction, plus \$864,831 for Civil site work.
- 1.4** The entire facility is to be storm-hardened, including replacing existing windows and doors as necessary and reroofing the existing facility to provide a single unified exterior.

2.0 Scope of Services

2.1 PBK will provide the below listed Architectural/Engineering services required for this project, including the required Civil, Landscaping, Structural, Mechanical, Electrical, Plumbing, Fire Protection, and Technology (MEPFT) Engineering services.

2.2 Having previously produced the report study for the Medical Examiner's Office addition, PBK can reduce the time and effort required during the Schematic Design phase to credit the study fees to this project.

2.3 In addition to the Basic A/E design services, our team will provide the following Additional Services during the various phases of the project, including the following:

- a. Limited Natural Resource Assessment Memorandum
- b. Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- c. Site Lighting
- d. Landscaping and Irrigation Design
- e. Interior Design, including one (1) Color Board
- f. Coordination with County Furniture Vendor
- g. Assist with Medical Examiner related specialty furnishings and equipment
- h. Provide up to four (4) full color photorealistic renderings of the exterior of the expanded/renovated facility (digital files only)
- i. Building Commissioning Review

2.4 Schematic Design/Design Development Phases

- a. Visit the facility and site to gather existing conditions information.
- b. Compose and issue a Schematic Design (SD) set.
- c. SD Submission 60 days after receipt of Notice To Proceed.
- d. Meet with Owner to review SD documents within 14 days of SD submission.
- e. Compose and issue a Design Development (DD) set.
- f. DD Submission 60 days after SD review meeting.
- g. Meet with Owner to review DD documents within 14 days of DD submission.

2.5 Construction Documents Phase

- a. Compose and issue a 50% Construction Documents (CD) set.
- b. 50% CD Submission 60 days after DD review meeting
- c. Meet with Owner to review 50% CD documents within 14 days of 50% CD submission.
- d. Compose and issue a 90% Construction Documents (CD) for GMP and Permit.
- e. 90% CD Submission 60 days after 50% CD review meeting
- f. Meet with Owner to review 90% CD documents within 14 days of 90% CD submission.
- g. Compose and issue a 100% Documents Set within 30 days of receiving AHJ comments.

2.6 Bidding & Negotiations Phase

- a. Attend bid opening and review bid tabs.

2.7 Construction Administration Phase

- a. Issue addenda as necessary.
- b. Consultant to confirm understanding/agreement with the contractor's enumeration of plans, specs, etc. once the final construction proposal is provided.

- c. Review submittals.
- d. Respond to RFI and requests for clarifications.
- e. Provide site visits every other week during construction.
- f. Perform one (1) inspection for Substantial Completion and add to Construction Manager's (CM) punch list.
- g. Perform one (1) inspection for Final Completion.

2.8 PBK will provide the required services during closeout, including preparing a punch list, a Certificate of Substantial Completion, and Certificate of Final Completion.

2.9 PBK will transmit deliverables in Adobe Acrobat PDF format. Printed sets will be invoiced for reimbursement of costs associated with printing and shipping. PBK will transmit CAD/Revit files to the Owner at the end of the project as required.

3.0 Proposal Assumptions

3.1 PBK and our consulting engineers will meet with the Owner in person and via virtual meeting platforms, such as Microsoft Teams, whenever mutually beneficial.

4.0 Exclusions

4.1 The following services are excluded.

- a. Surveys
- b. Geotechnical Investigations
- c. Material Testing
- d. HVAC Test and Balance
- e. Acoustic Design
- f. Printed and Framed Renderings and/or Animations
- g. LEED Design and Consultation
- h. Furniture and Equipment Selection and Procurement Services
- i. Building Envelope Services
- j. Threshold Building Inspection Services
- k. Life Cycle Cost Analysis (ROI)
- l. Detailed Cost Estimating
- m. Renderings and Models
- n. Record Documents/As-Builts

5.0 Compensation

5.1 PBK and our consulting engineers will provide the A/E Basic Services described above for the following lump sum fees and broken-down per phase accordingly:

a.	Programming (previously provided in study)	\$0
b.	Schematic Design (includes credit for line item a. above)	\$128,800.00
c.	Design Development	\$183,800.00
d.	Construction Documents	\$367,600.00
e.	Construction Administration	\$183,800.00
f.	Total	\$864,000.00

A/E Design Services:

Eight hundred, sixty-four thousand dollars

\$864,000.00

5.2 Civil Site Design Services will be provided for the following lump sum fee:

Civil Design	\$39,050.00
--------------	-------------

A/E + Civil Design Services:

Nine hundred, three thousand fifty dollars	\$903,050.00
---	---------------------

5.3 The fees for Additional Services outlined in Section 2.3 total forty thousand, five hundred dollars (\$40,500) and are broken-down as follows:

a. Limited Natural Resource Assessment Memorandum	\$ 3,200.00
b. Site DRI, PUD, Site Plan Review and/or Zoning Modifications (included in Basic Services)	
c. Site Lighting (included in Basic Services)	
d. Landscaping and Irrigation Design	\$ 5,200.00
e. Interior Design, including one (1) Color Board	\$27,100.00
f. Coordination with County Furniture Vendor (included in Basic Service)	
g. Building Commissioning Review	\$ 5,000.00

Total (Basic + Additional Services):

Nine hundred, forty-three thousand, five hundred fifty dollars	\$943,550.00
---	---------------------

5.4 Undefined Additional Services Allowance and Reimbursables \$50,000.00

Grand Total Lump Sum (A/E Fees + Service Allowances):


Nine hundred, ninety-three thousand, five hundred fifty dollars	\$993,550.00
--	---------------------

5.5 Basic Services not covered by the above service agreement:

- a. Alternate Bids Exceeding Contract Scope
- b. Multiple Construction Contracts
- c. Record Documents/As-Builts
- d. Prolonged Construction Contract Administration
 - 1. Additional Site Visits above and beyond, standard visits listed above
- e. Substantive Changes to Scope, Size or Complexity
- f. Owner Requested Changes to Approved Documents
- g. Reimbursable Expenses (printing, shipping, etc.)
- h. Photorealistic Renderings, framed photoprints, and 3D printed models
- i. Record drawings or As-builts.

Thank you for this opportunity to serve Polk County and the Medical Examiner's Office. Please let us know if you have any questions or comments.

Sincerely,



Philip L. Trezza, Jr., AIA, LEED AP
Managing Principal, Tampa

CC: Alan Stilts, Ward Friszolowski, Steve Johnson, Eric Rainbeau

EXHIBIT B
SCOPE OF SERVICES

Consultant intends to provide programming and complete architectural and engineering services for the design and construction of the Polk County Medical Examiner's Office.

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the Consultant to the following client representatives:

1.6.1. Board of County Commissioners

1.6.2. Executive Task Force

1.6.3. User group(s)

1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

2.2.1. Land Utilization

2.2.2. Building locations

2.2.3. Utility Systems

2.2.4. Surface and subsurface conditions (By Owner)

2.2.5. Vegetation (By Owner)

2.2.6. Survey (By Owner)

2.2.7. Land Use Restrictions

2.2.8. Historical analysis

2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis

3.1.2. Interior Development Guidelines

3.1.3. Space Standards

3.1.4. Preliminary Program Space Estimates

3.1.5. Space and Equipment Program

3.1.6. Special Building System Requirements

3.1.7. Micro-Adjacency Requirements

3.1.8. Prepare Final Draft Program

3.1.9. Prepare Final Program Report

4. ~~Intentionally Omitted~~

~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
 - 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10.** At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

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

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

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

7.3. Responses to Requests for Information (RFI)

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

7.4. Supplemental Documentation services consisting of:

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

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

7.5. Quotation Requests/Change Orders consisting of:

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

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

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

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

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

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

7.6. Contract Cost Accounting services consisting of:

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

7.6.2. Evaluation of Applications for Payment and certification thereof.

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

7.7. Interpretations and Decisions consisting of:

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

7.7.2. Rendering written decisions.

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

8. POST-CONSTRUCTION SERVICES

8.1. Record Drawing services consisting of:

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

8.2. Warranty Review consisting of:

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

8.2.2. Inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems and equipment.

8.2.3. Documenting defects or deficiencies and assisting the Owner in preparing instructions to the Construction Manager for correction of noted defects.

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

9.1. Owner-Provided Services:

9.1.1. Intentionally Omitted

9.1.2. Environmental assessment of existing facilities to be renovated and/or demolished, and the removal of any hazardous material, if necessary.

9.1.3. Printing of all Contract Documents issued for bidding and construction.

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

9.2.1. Design and documentation for the required mock-up.

9.2.2. Construction administration of mock-up construction activities.

9.2.3. Arrangements for testing performance of mock-up.

9.2.4. Review, analysis and reporting of results.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.7.6.1.Assistance Stations

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

9.7.6.3.Wireless Duress

9.7.6.4.Hydraulic Barriers

9.7.6.5.Biometrics

9.7.6.6.Perimeter protection systems

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

Exhibit C

Compensation

PBK and our consulting engineers will provide the A/E Basic Services described above for the following lump sum fees and broken-down per phase accordingly:

a.	Programming (previously provided in study)	\$0
b.	Schematic Design (includes credit for line item a. above)	\$128,800.00
c.	Design Development	\$183,800.00
d.	Construction Documents	\$367,600.00
e.	<u>Construction Administration</u>	<u>\$183,800.00</u>
f.	Total	\$864,000.00

A/E Design Services:

Eight hundred, sixty-four thousand dollars **\$864,000.00**

Civil Site Design Services will be provided for the following lump sum fee:

Civil Design	\$39,050.00
--------------	-------------

A/E + Civil Design Services:

Nine hundred, three thousand fifty dollars **\$903,050.00**

The fees for Additional Services outlined in Section 2.3 total forty thousand, five hundred dollars (\$40,500) and are broken-down as follows:

a.	Limited Natural Resource Assessment Memorandum	\$ 3,200.00
b.	Site DRI, PUD, Site Plan Review and/or Zoning Modifications (included in Basic Services)	
c.	Site Lighting (included in Basic Services)	
d.	Landscaping and Irrigation Design	\$ 5,200.00
e.	Interior Design, including one (1) Color Board	\$27,100.00
f.	Coordination with County Furniture Vendor (included in Basic Service)	
g.	Building Commissioning Review	\$ 5,000.00

Total (Basic + Additional Services):

Nine hundred, forty-three thousand, five hundred fifty dollars **\$943,550.00**

Undefined Additional Services Allowance and Reimbursables **\$50,000.00**

Grand Total Lump Sum (A/E Fees + Service Allowances):

Nine hundred, ninety-three thousand, five hundred fifty dollars **\$993,550.00**



EXHIBIT D

SCHEDULE OF REIMBURSABLES

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