

Architectural/Engineering Services Agreement

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

WHEREAS, the County requires certain architectural and engineering services for the design of the new Joint-Use Warehouse & Facilities Management Administration Building and permitting, bidding, construction administration and close out documentation, all to be performed in Polk County for the construction of the new Joint-Use Warehouse & Facilities Management Administration Building (the “Project”); and,

WHEREAS, the County has solicited for these professional services via RFP 24-643, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

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

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

1.0 Effective Date; Term

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

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

2.0 Consultant Services - General

The County does hereby retain the Consultant to furnish those services and to perform those tasks as set forth and described in (i) the County’s Request for Proposal RFP #24-643, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the Sheriff’s Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building Scope of Work (collectively, (i) (ii), and (iii) are “RFP 24-643”), 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 6.15% of the additional cost of the Work that has been added to the Project where the Consultant participated in the design process.

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

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

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

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

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

10.0 Reimbursable Expense

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

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

Overnight Deliveries

Reproduction

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

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

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

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

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

11.0 **Project Team**

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

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

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

12.0 **Consultant's Standard of Care**

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

12.2 Intentionally Omitted.

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

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

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

12.6 The Consultant shall be entitled to rely on the accuracy and completeness of services and information furnished by the County. The Consultant shall provide prompt written

notice to the County if the Consultant becomes aware of any errors, omissions or inconsistencies in such services or information.

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

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

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

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

13.0 **Insurance**

13.1 **General Provisions**

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

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

13.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$100,000.00 without the permission of the County.

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

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

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

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

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

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

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

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

13.3.1 Premises and Operations:

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

13.3.2 Independent Contractors:

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

13.3.3 Policy must include Separation of Insureds Clause.

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

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

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

14.0 **Indemnification**

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

14.2 Indemnification.

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

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

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

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

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

15.0 Independent Contractor

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

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

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

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

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

16.0 Authority to Practice

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

17.0 Compliance with Laws

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

18.0 Subcontracting

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

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

19.0 Federal and State Taxes

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

20.0 Public Entity Crimes

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

21.0 County’s Responsibilities

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

22.0 Termination of Agreement

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

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

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

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

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

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

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

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

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

23.0 Uncontrollable Forces (Force Majeure)

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

24.0 Governing Law and Venue

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

25.0 Non-Discrimination

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

26.0 Waiver

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

27.0 Severability

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

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

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

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

28.0 Entirety of Agreement

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

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

29.0 Modification

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

30.0 Successors and Assigns

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

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

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

31.0 Contingent Fees

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

32.0 Truth-In-Negotiation Certificate

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

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

33.0 Ownership of Documents

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

34.0 Access and Audits

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

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

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

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

35.0 Notice

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

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

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

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

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

36.0 **Service of Process**

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

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

37.0 **Key Personnel**

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

The following personnel shall be considered key personnel:

Name: Gregory Selvidge

Name: Emily Breheny

Name: Craig Fennig

Name: Trent Chamberlain

Name: Johnnie Lohrum

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:

Madison 6/6/25

County Attorney's Office Date

ATTEST:

The Lunz Group, LLC
a Florida Limited Liability Company

Suhgils
Corporate Secretary

Sarah Files
Print Name

Date: 6/9/25

By: [Signature]

Bradley Lunz
Print Name
CEO + President
Title

Date: 6/9/25

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-643 PROJECT NAME: Architectural and Engineering Services for the Sheriff's Office and Polk County Joint-Use Warehouse & Facilities Management Administration Building.

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

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

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

Company Name: The Lunz Group
Signature: [Signature] Title: CEO Date: 6/9/2025
Title: President Date: 6/1/25

STATE OF: Florida

COUNTY OF: Polk

The foregoing instrument was signed and acknowledged before me this 9th day of

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

DL388-173-15-000-0 as identification.

(Type of Identification and Number)
[Signature]

Notary Public Signature,

Sarah Sikes Giles

Printed Name of Notary Public

5-19-29

Notary Commission Number/Expiration



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-643, Sheriff's Office and Polk County Joint-Use Warehouse & Facilities Management Administration Building

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 9th day of June, 2025

ATTEST:

By: [Signature]
PRINTED NAME: Sarah Giles
Its: Corp. Secretary

~~CONTRACTOR:~~

By: [Signature]
PRINTED NAME: Berney Lunk
Its: President

Affidavit Regarding the Use of Coercion for Labor or Services

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

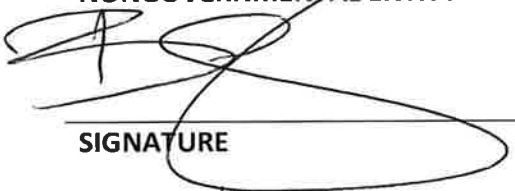
The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

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

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

Further Affiant sayeth naught.

The LUNZ Group
NONGOVERNMENTAL ENTITY


SIGNATURE

Bradley LUNZ
PRINT NAME

CEO
TITLE

10/9/2025
DATE

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing architectural and engineering services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building. Architectural and Engineering design services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-643

Description: Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.

Receiving Period: Prior to 2:00 p.m., Wednesday, November 20, 2024

Bid Opening: Wednesday, November 20, 2024, at 2:00 p.m. or as soon as possible thereafter.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Wednesday, October 30, 2024, 9:00 a.m. at the Facilities Management Division conference room, located at 2160 Marshall Edwards Drive, Bartow, FL, 33830. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive. A **MANDATORY** site visit will immediately follow. An authorized representative or agent of the Proposer must be present at the meeting and site visit as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net or via fax at (863) 534-6789. All questions must be received by, November 6, 2024, 4:00 p.m.

RFP REGISTRATION

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

RFP Number: **24-643**

RFP Title: **Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building.**

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: _____

RFP Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed RFP”. Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	24-643
RFP Title	Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building
Due Date/Time:	November 20, 2024, 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.

**POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director**

REQUEST FOR PROPOSAL 24-643

Professional Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-use Warehouse & Facilities Management Administration Building

Sealed proposals will be received in the Procurement Division, Wednesday, November 20, 2024, **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 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 November 6, 2024, 4:00 p.m.

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

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

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

INTRODUCTION

Polk County, a political subdivision of the State of Florida seeks an Architectural firm to provide architectural and engineering services for the “Sheriff’s Office – Polk County Joint-use Warehouse & Facilities Management Administration Building”, “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) firm.

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

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

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

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

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

The intent of the Sheriff’s office – Polk County joint-use warehouse & Facilities Management administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse.

- 80,000 square feet will be for the Sheriff’s property & evidence storage and supply operations which includes 5,000 square feet of office space.
- 10,000 square feet will be for Polk County’s emergency supply storage.
- 10,000 square feet will be for Facilities Management Administrative offices.
- The estimated cost of construction is \$18,000,000.00.

SCOPE OF SERVICES

The project shall consist of the following:

- The work will include the design of a complete project including but not limited to all architectural, civil, structural, mechanical, plumbing and other drawings and specifications needed to construct the project. The prime architectural consultant will develop a cost estimate for construction, bid the project and provide construction administration for the project.
- The desired structural system is tilt-wall concrete construction.

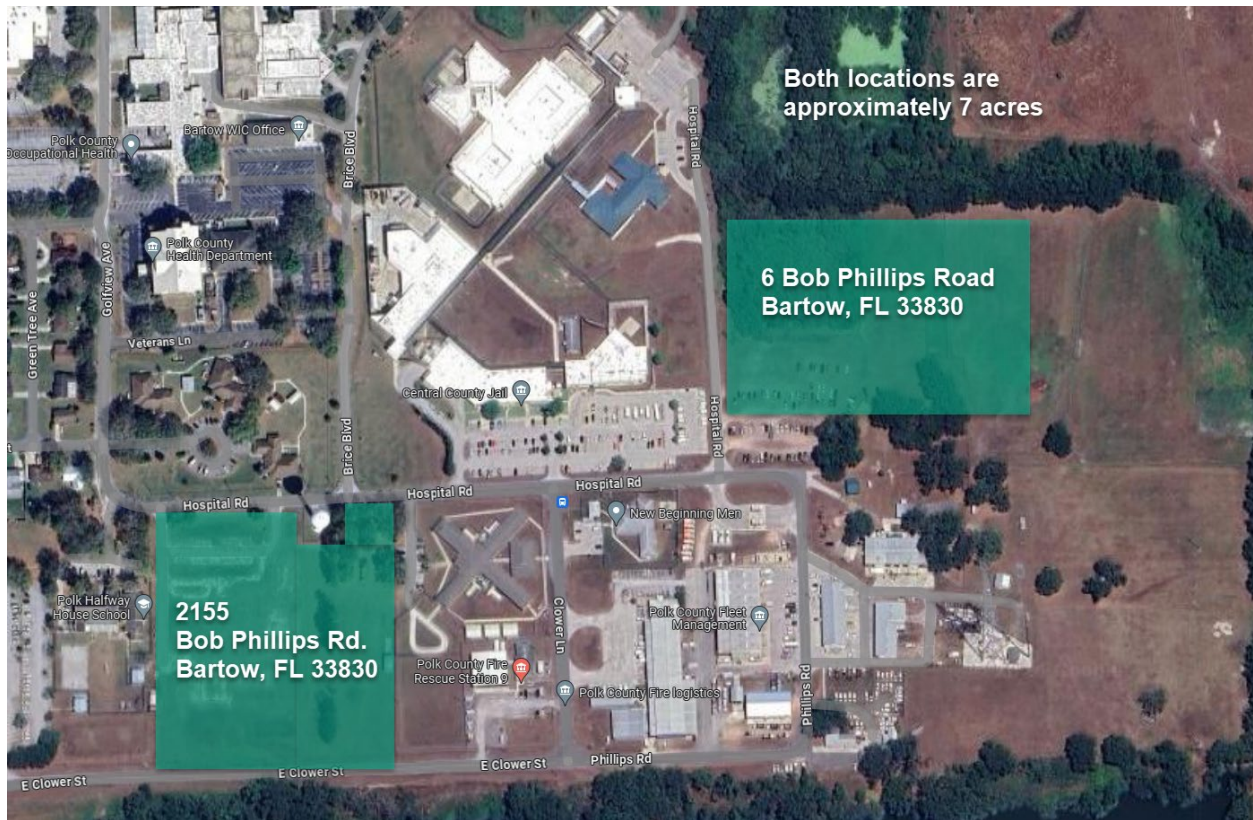
The County will negotiate a fee schedule and a lump sum cost with the selected Architectural firm after the RFP selection committee recommendation has been approved by the Board of County Commissioners.

The architectural and engineering services are to include, but not limited to, the following work categories necessary to permit and construct the new Buildings:

- a. Attend and participate in all design progress/review meetings.
- b. Participate in all modeling reviews and reporting.
- c. Provide all programming, schematic design (SD), design development (DD), and construction document (CD) level design documents.
- d. Detailed Cost Estimates.
- e. Provide constructability design reviews and reporting.
- f. Participate in all value engineering design reviews and reporting.
- g. Participate in master project scheduling and reporting services.
- h. Attend all pre-bid meetings.
- i. Provide bidding assistance review services.
- j. Attend all bid related meetings.
- k. Participate and provide all site and buildings permitting signed and sealed document services.
- l. Provide all design and sub consulting services.
- m. Participate in all pre-construction and construction progress coordination meetings.
- n. Coordinate and participate in all closeout documentation requirements and meetings.
- o. Provide complete design documents and specifications.

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

The site will be located on County owned property at one of the two locations shown below. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County.



AGREEMENT

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

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

EVALUATION CRITERIA

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

Tab 1 – Executive Summary

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

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

Tab 2 –Approach to Project (35 Points)

(Maximum of four (4) pages)

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

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

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years for which your firm performed architectural services for the design of similar size and scope. (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;

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

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

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk

County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources 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 County's Facilities Management Division, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge and experience securing permits from all local, State and federal agencies that may have jurisdiction related to this project. (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

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one original marked **ORIGINAL** and five (5) copies marked **COPY**, and one (1) complete submittal on **Flash Drive** of their proposal in a sealed container to the Procurement Division. The parcel should be labeled “**RFP #24-643, Professional Architectural and Engineering Services for the Sheriff’s Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building**” and marked with the respondent’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**

The submittal shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, November 20, 2024.**

The delivery of the submittal on the above date and prior to the specified time is solely the responsibility of the respondent.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may 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)	<u>10 points</u>
Subtotal Points	20 points

by the process stated under each corresponding Tab description as set forth on Pages 8 -12.

- 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) | <u>5 points</u> |
| 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, Procurement and the County Attorney's Office, with the assistance of the elevated Proposer shall negotiate an Agreement 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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

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/MBE's 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 Master 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. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Contractor to perform employment duties during the term of this contract; and

(ii) All persons (including sub-vendors/subconsultants/subcontractors) assigned by the Contractor to perform work pursuant to this contract.

C. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this 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 this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. 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 contract is terminated for a violation of the statute 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 contract. 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.

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

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

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

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

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

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

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

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

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

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (A&E Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

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

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

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

RFP 24-643, Architectural and Engineering Services for the Sheriff's Office – Polk County Joint-Use Warehouse & Facilities Management Administration Building

POLK 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")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 _____, 202__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

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

Further Affiant sayeth naught.

NONGOVERNMENTAL AGENCY

SIGNATURE

PRINT NAME

TITLE

DATE

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

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

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/answers and clarification.

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 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Question 1: Electronic Submittal process is not in Proposal Package? Could instructions be provided?

Answer 1: 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 24-643 Tab 1"

"RFP 24-643 Tab 2"

"RFP 24-643 Tab 3"

"RFP 24-643 Tab 4"

"RFP 24-643 Tab 5"

"RFP 24-643 Tab 6"

"RFP 24-643 Tab 7"

"RFP 24-643 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.

Question 2: Are there any surveys of Site #1 available?

Answer 2: Unable to locate any surveys at this time.

RFP 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #1

Clarification 1:

The site will be located on County owned property at one of the two locations shown on page 7 of the Proposal Package. Both locations will be evaluated to determine which site best meets the needs of the Sheriff's Office and Polk County. Site #1 is the preferred site for this project.

Site #1 - 2155 Bob Phillips Road, Bartow, FL 33830

Site #2 – 6 Bob Phillips Road, Bartow, FL 33830

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

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

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/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 24-273, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #2

Question 1: 1) Are full-page resumes for subcontractors acceptable (Tab 3, bullet point 6)?
2) Is there a page limit for that particular bullet?
3) What is the total page count max for Tab 3?

Answer 1: 1) Yes, provide information requested under bullet point #6 for each subconsultants resume. 2) One (1) page maximum per resume. 3) There is no maximum.

Proposal Package, page 9 – bullet point #6:

- 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.

Question 2: It is the intent of the County to use a hard bid process or construction manager at risk delivery?

Answer 2: Unknown, to be determined.

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

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

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/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 24-643, Architectural & Engineering Services for Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Addendum #3

Question 1: Please confirm our conversation at the Mandatory pre-proposal meeting that the proposer has the option of either submitting the proposal as the 1 original and 5 copies in hard copy form or delivering the proposal in digital/electronic form via Kiteworks?

Answer 1: Yes, that is correct. Please see Addendum #1, Question and Answer 1 for more detailed instructions on how to submit electronically.

Question 2: On the Survey Questionnaire, there is a line "Total Annual Budget of Entity". 1) Is this something that the person filling in the survey completes? 2) If they choose not to share that information, will our score be penalized for it?

Answer 2: 1) The survey questionnaires are completed by your references. 2) No, the proposer will not be penalized. Procurement will contact the reference to verify the information was intentionally left blank.

Question 3: In the past, when our clients complete the performance survey associated with an incomplete project, they may not score some of the survey items, such as "5 – Close out process". We have found that if left blank or incomplete, it could be (and has been) interpreted by the county as a score of zero, and could be detrimental to our score even though it does not reflect that the client was unsatisfied as noted.

Can you please confirm that the County will not factor a 0 score into the averaging value as it relates to the points awarded under Tab 8, or further clarify how to approach this situation?

Answer 3: The County will not factor a 0 score for questions left blank or containing N/A, if reference verifies the work has not been completed or the question is not applicable. Procurement will contact the reference to verify the information was intentionally left blank.

Proposers Incorporation Information

(Submittal Page)

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

Company Name: The Lunz Group

DBA/Fictitious Name (if applicable): _____

TIN #: 87-4155040

Address: 58 Lake Morton Drive

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

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

Contact Person: Bradley Lunz

Phone Number: 863-682-1882

Cell Phone Number: 863-682-1882

Email Address: marketing@lunz.com

Type of Organization (select one type)

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

State of Incorporation: Florida

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

PREPARED FOR
**POLK COUNTY SHERIFF'S OFFICE +
POLK COUNTY FACILITIES
MANAGEMENT**

ARCHITECTURAL & ENGINEERING SERVICES FOR THE SHERIFF'S OFFICE - POLK
COUNTY JOINT-USE WAREHOUSE & FACILITIES MANAGEMENT
ADMINISTRATION BUILDING

RFQ 24-643

PREPARED BY

**THE
LUNZ
GROUP**

Architecture | Interior Design

COVER LETTER

November 19, 2024
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building

Dear Selection Committee,

The Lunz Group is excited to collaborate with Polk County to provide Architectural and Engineering Services for RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building. In understanding how we can best serve Polk County, we have assembled a team that has the knowledge and expertise.

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

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

OUR COMMITMENT TO POLK COUNTY | Through our method of approach and best practices, The Lunz Group is positively committed to perform the services on a consistent and timely basis. Communication and Collaboration are part of our core values; without these elements, no project can be successful. We believe our team is not solely us - it also includes Polk County staff, key stakeholders, and our community. Communication and collaboration in the early phases of projects is critical when needing to stay on budget and on schedule. We have intentionally crafted a team of experts that are familiar with Polk County and have similar project experience, including: **Subject Matter Expert, Johnnie Lohrum, TLC Engineering, Kimley-Horn & Associates, and MES Group Inc.**

We do not foresee any potential conflicts of interest for these projects. We acknowledge Addenda 1, 2, and 3. Thank you for considering The Lunz Group, and we are committed to perform the specified work and look forward to the opportunity to be a part of your team once again.

Sincerely,



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

Phone 863.682.1882 | Email marketing@lunz.com | 58 Lake Morton Dr, Lakeland, FL 33801 | lunz.com | LIC: AR94778

VISION

Cultivating our communities.

MISSION

Building relationships through design.

TABLE OF CONTENTS

05	TAB 1	EXECUTIVE SUMMARY
09	TAB 2	APPROACH TO PROJECT
14	TAB 3	EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES
35	TAB 4	IS THE FIRM A "POLK COUNTY ENTITY"?
37	TAB 5	IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?
39	TAB 6	INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF
41	TAB 7	TIMELY COMPLETION OF PROJECTS
43	TAB 8	SURVEYS OF PAST PERFORMANCE
44	TAB 9	ADDENDA ACKNOWLEDGEMENTS

The background image is a photograph of a modern office interior, overlaid with a semi-transparent blue filter. The office features a curved, multi-level ceiling with recessed lighting. On the right side, there are glass-walled offices and a wall of mailboxes. A person is walking in the distance on the left side of the frame.

TAB 1

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

WE ARE THE LUNZ GROUP.

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

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

160⁺

PROJECTS
COMPLETED IN
POLK COUNTY

37

YEARS IN
BUSINESS

90%

OF OUR SERVICES
PROVIDED TO
REPEAT CLIENTS



OUR PROFESSIONAL SERVICES

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

EXECUTIVE SUMMARY

FIRM OVERVIEW

THE LUNZ GROUP.

PRIMARY CONTACT

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

OFFICE LOCATIONS

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

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

PERSONNEL RESOURCES

23 total employees, of which includes:

- Five (5) Licensed Architects
- Nine (9) Designers
- Two (2) Project Managers
- Five (5) Administrative Staff
- One (1) Green Globes Professional
- One (1) Registered Residential Contractor

FIRM INFORMATION

The Lunz Group LLC

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

Incorporated in Florida, 1987 | 37 Years in Business

State of Florida Department of State

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

The document number of this limited liability company is L22000015399.

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



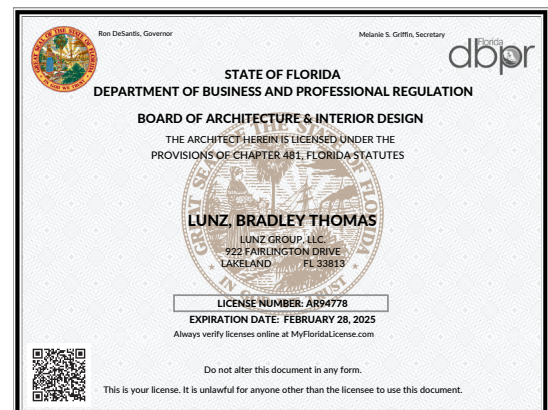
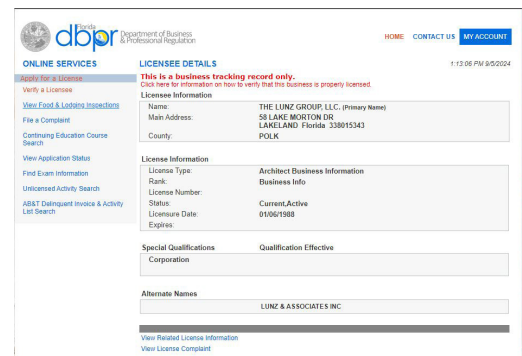
Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of October,
2024


Secretary of State

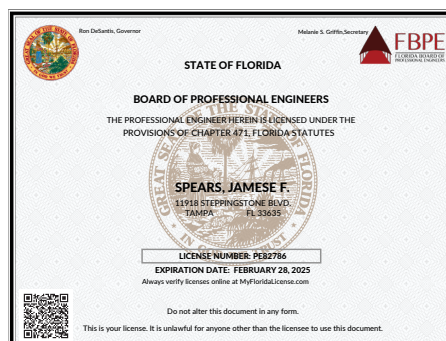
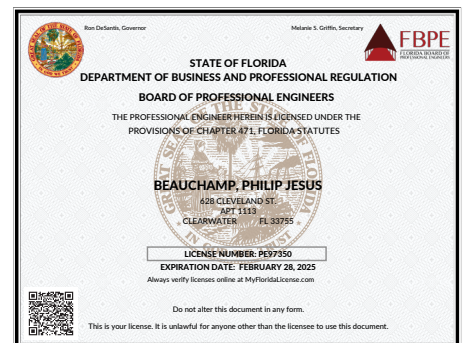
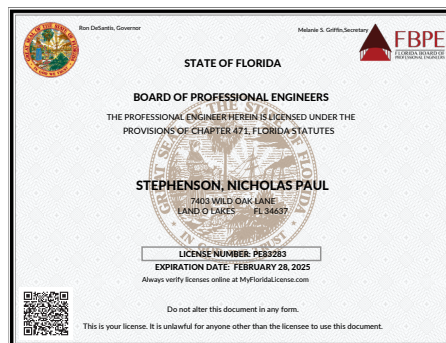
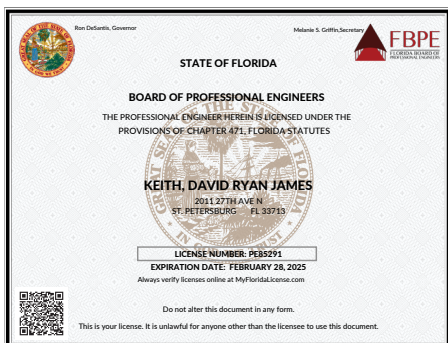
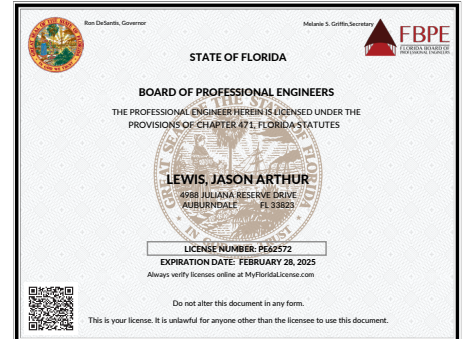
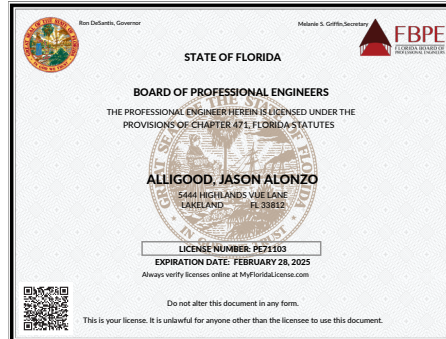
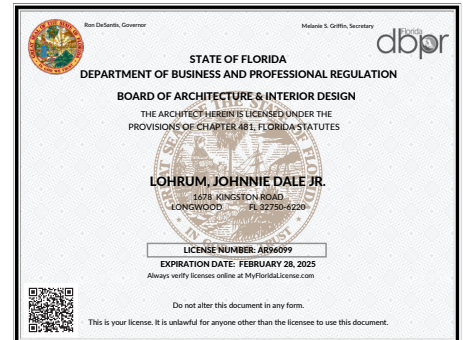
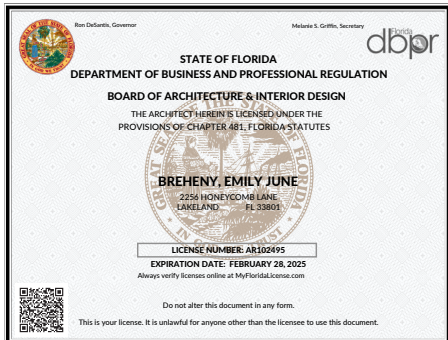
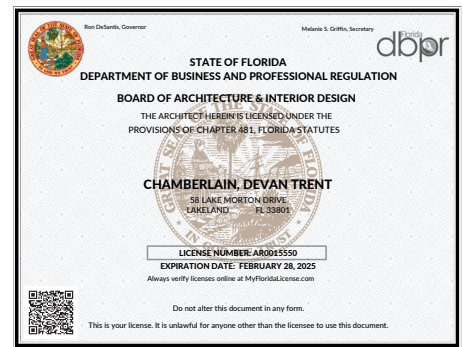
Tracking Number: 8783141720CU

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

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



EXECUTIVE SUMMARY





TAB 2

APPROACH TO PROJECT

APPROACH TO PROJECT

PROJECT UNDERSTANDING | It is our understanding that Polk County is seeking professional architectural and engineering services To design and build a joint-use warehouse and facilities management administration building that will serve Polk County facilities management as well as the Polk County Sheriff's Office. We understand the intent of the project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property and evidence storage and supply operations, which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage, and finally, another 10,000 square feet will be for facilities management and administrative offices. The construction cost is estimated at \$18M, with the structure system desired being tilt-wall concrete construction. We understand the County owns two sites in Bartow that can be utilized for this project, with preference towards the first site that includes utilities and convenient access points.

OUR APPROACH | The Lunz Group and it's consultants are very familiar with Polk County's processes, project approach, and best practices. Our longstanding relationship with the Polk County team and range of projects positions us to be the top choice for this new facility. We intentionally selected our team of qualified, experienced subconsultants to form a strong project team. Our approach begins with conducting thorough due diligence in the pre-design phase, which entails an in-depth code and site investigation to ensure a solid foundation for the project. Collaboration is one of our core values and a key component of our process. We will engage with all stakeholders during the programming phase to ensure we understand and incorporate their needs for this project. Our BIM management system enables clear and effective communication between our consultants and the Polk County team, ensuring that the documentation remains clear and accurate from Schematic Design (SD) through Construction Documents (CD). Finally, throughout the Construction Administration phase, our experienced team and Project Manager will provide ongoing administration, from pre-bid through to close-out, ensuring that the project is built efficiently and to the highest standards for Polk County.



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

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

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

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

APPROACH TO PROJECT

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

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

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

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

EVIDENCE PROCESSING | Building Systems are a key part of the Chain of Custody when evidence is processed and stored. Preservation of evidence is achieved with redundant electrical power from emergency generators to provide proper dehumidification of storage areas and proper refrigeration and monitoring of biologically sensitive evidence. Proper HVAC design also includes proper exhausting of biologic and toxic fumes from both Evidence Storage and the Forensics Laboratory. Survivability of the Polk County Facility is critical to allow all other building systems to function and preserve the Chain of Custody. If the envelope of the secured building is compromised all other systems dedicated to properly store evidence could be damaged and/or lost. In the event of a natural or man-made disaster the essential function of law enforcement includes the evidence processing and storage.

Evidence storage shall be placed adjacent and connected only to Evidence Processing spaces to allow for evidence processing staff to process all evidence securely. Different evidence shall be separated into different rooms with access control to each based on the type of evidence. The following evidence categories include: Cash/Valuables, Narcotics, Weapons, and Bulk Evidence Storage.

BUILDING SECURITY | Typically all public safety buildings including Evidence Processing and Storage buildings should have limited points of access, generally a singular public entry and a separate point of staff access into the facility. Entry to the Evidence Processing and Storage building must be controlled with a variety of systems including, CCTV monitoring, electronic locking devices at doors and voice communication (push-to-call) capability. These systems are generally "discrete" in that they are non-obtrusive while providing the necessary security functions. Similarly, all items brought into the building by a visitor can be screened and state of the art technology to accomplish these tasks is readily available. Deliveries of products, supplies and mail pose unique threats to a facility, as recent events have shown. Some entities have elected to locate separate facilities to accommodate these functions in order to protect against total building failure from contaminants such as Anthrax or introduced air borne pathogens. CPTED (Crime Prevention Thru Environmental Design) principles will be utilized throughout the design of the new Evidence Facility.

APPROACH TO PROJECT

QUALITY CONTROL & QUALITY ASSURANCE

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

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



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

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

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

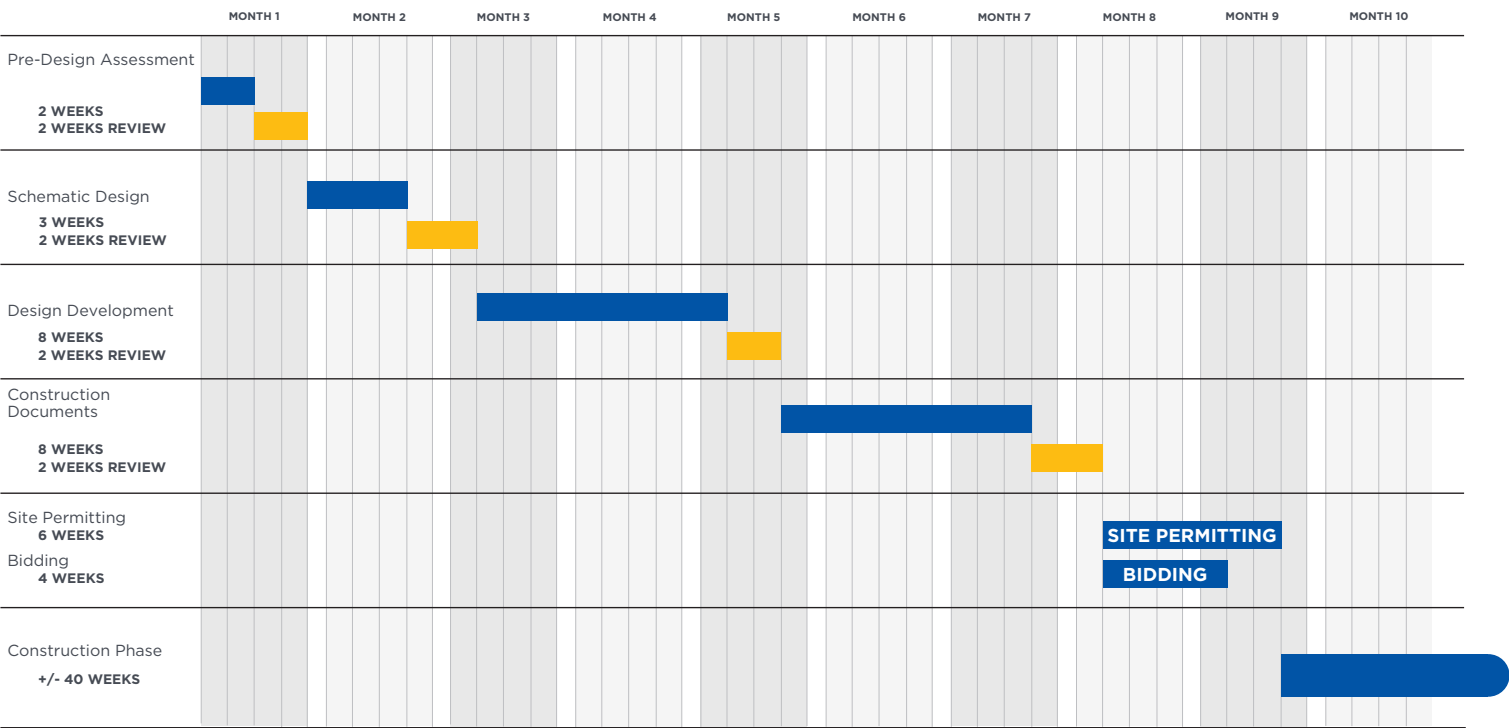
APPROACH TO PROJECT

ANTICIPATED DESIGN SCHEDULE

Each project is unique in its’ needs, budget, and timeliness. The Lunz Group is dedicated to getting each project completed in a time that is practical and fits your needs, without sacrificing quality. We will work with our design team and the Polk County team to deliver a comprehensive schedule for the Joint-Use Warehouse & Facilities Management Administration Building.

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

At this time, we anticipate the following tentative schedule:



Estimated Project Duration:

+/- 73 WEEKS | +/- 17 MONTHS

*Schedules above are estimated and based on current projects; this is subject to change. Phases can occur simultaneously to accelerate schedules or further collaboration with multiple departments as needed.



TAB 3

EXPERIENCE, EXPERTISE, PERSONNEL
& TECHNICAL RESOURCES

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

POLK COUNTY SHERIFF'S RIDGE DISTRICT STATION AT POINCIANA

POINCIANA, FL



SIZE: 21,000 SF | **COMPLETED:** IN PROGRESS | **COST:** EST. \$9M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group is currently designing the Sheriff's East District Command Center. Services are to include, but are not limited to; all required permitting, design and construction for a new building, site development, storm water systems, utility service engineering, accompanying access entrance drives, surface parking areas, site lighting, general fencing, and landscaping.

The Sheriff's East District Command Center will be constructed on County owned property located in the East area of Polk County. The primary intent of the project is to design, permit and construct an approximate +/- 21,000 square foot single story building providing for new administration offices, meeting rooms, breakroom, restrooms and sallyport. The project will utilize a reuse of the current Northridge District Station completed in 2009 by The Lunz Group. This project is hurricane hardened, is funded through a Federal Grant, and is to be constructed through the Design-Bid-Build construction method.

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

CONSULTANTS: MES Group Inc.

BUDGET + SCHEDULE VARIATIONS: N/A

FIRM RESPONSIBILITY: Architect of Record

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

POLK COUNTY SHERIFF'S BURNHAM-MCCALL TRAINING CENTER

BARTOW, FL



SIZE: 48,000 SF | **START DATE:** 2021 | **COMPLETION DATE:** 2024

ORIGINAL BUDGET: \$6.8M | **FINAL COST:** \$6.8M

PROJECT REPRESENTATIVE: Andria McDonald, Executive Director | 1891 Jim Keene Blvd., Winter Haven, FL 33880 | 863.298.6604 | amcdonald@polksheriff.org

PROJECT DESCRIPTION

The Lunz Group worked with the Polk County Sheriff's Office for the Architectural and Engineering Services for the new Burnham-McCall Training Center Facility. The scope included the removal and replacement of the existing building structures with a new administration and classroom single story building structure in conjunction with the training range facilities that remained in place. The project consisted of two distinct work phases. The first phase included the construction of an approximate 22,000 SF pre-engineered metal building (with insulated metal panels), various site improvements inclusive of required storm water pond construction, new utility connections, drives, landscaping and parking areas. The second phase incorporated the removal and disposal of the existing modular building structures and site cleanup, grading and sodding. Designing a facility that met site constraints and provided adequate parking was a great accomplishment for our team. Unique site challenges were faced during design, such as; the drive track's proximity to wetlands, and a TECO easement near the property line. Our team worked closely with Polk County to determine the best course of action and provided solutions. The Burnham-McCall Training Center withstood three major hurricanes prior to the grand opening, with no issues or damages reported.

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

CONSULTANTS: TLC Engineering, MES Group Inc.

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

FIRM RESPONSIBILITY: Architect of Record

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

POLK COUNTY ROADS & DRAINAGE OFFICE ANNEX

WINTER HAVEN, FL



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

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

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

PROJECT DESCRIPTION

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

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

CONSULTANTS: MES Group Inc.

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

FIRM RESPONSIBILITY: Architect of Record

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

POLK COUNTY UTILITIES OPERATIONS

WINTER HAVEN, FL



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

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

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

PROJECT DESCRIPTION

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

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

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

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

FIRM RESPONSIBILITY: Architect of Record

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

UTILITIES AND SOLID WASTE FACILITY

PLANT CITY, FL



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

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

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

PROJECT DESCRIPTION

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

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

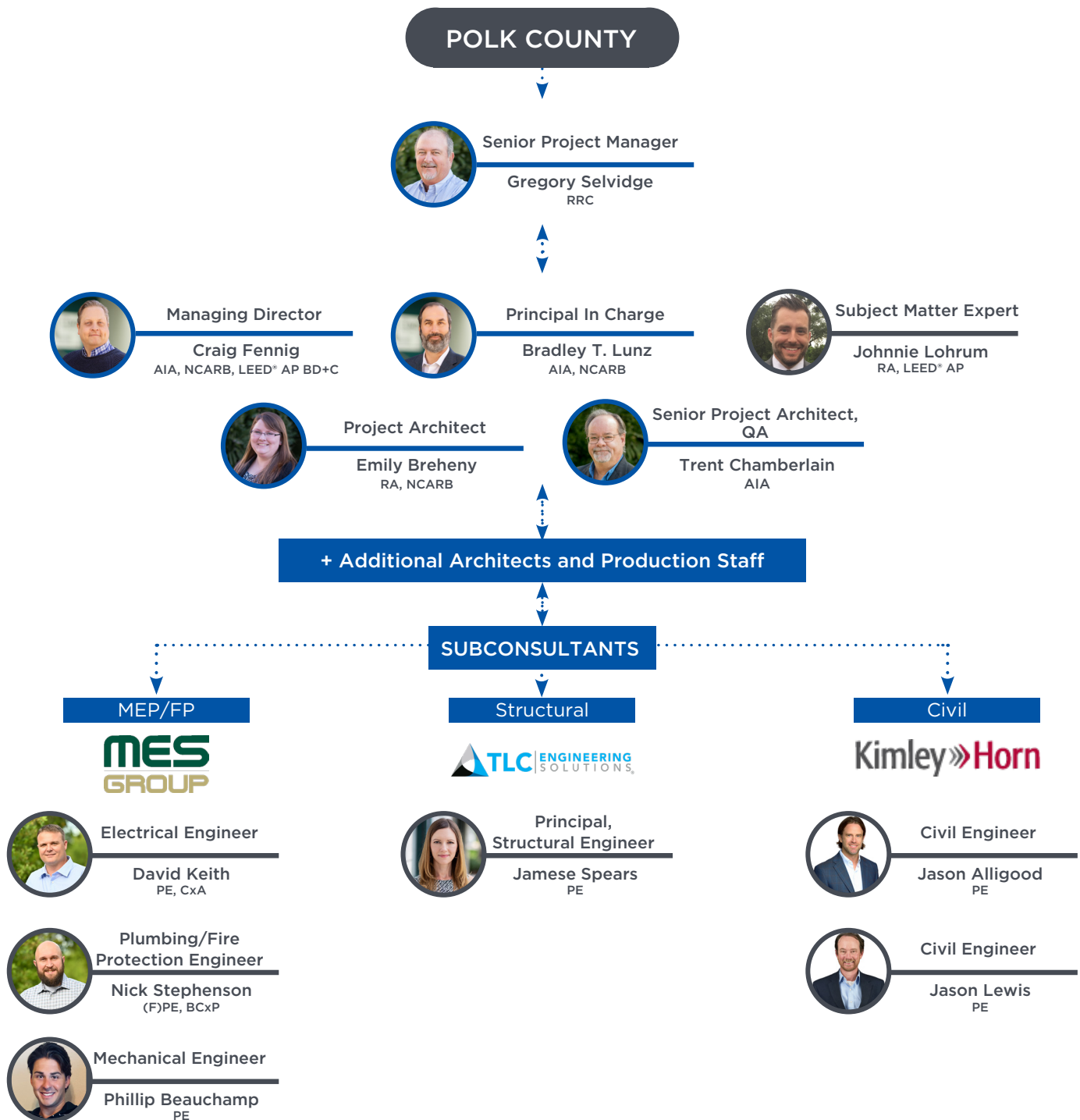
BUDGET + SCHEDULE VARIATIONS: N/A, on schedule and on budget.

FIRM RESPONSIBILITY: Architect of Record

CONSULTANTS: MES Group Inc.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

ORGANIZATION CHART



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



BRADLEY T. LUNZ AIA, NCARB

Principal In Charge

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

EDUCATION

Bachelor of Architecture, Savannah College of Art and Design

Master of Architecture, Savannah College of Art and Design

CREDENTIALS

Florida Registered Architect, AR94778

YEARS OF EXPERIENCE

25

YEARS WITH THE LUNZ GROUP

16

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

10%

RELATED EXPERIENCE

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

ADDITIONAL EXPERIENCE

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



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



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

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

EDUCATION

Bachelor of Architecture, Lawrence Technological University

Master of Architecture dual degree in Management, Lawrence Technological University

CREDENTIALS

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

MEMBERSHIPS

United States Green Building Council (USGBC) Member

International Council of Shopping Centers (ICSC) Member

Urban Land Institute (ULI) Member

YEARS OF EXPERIENCE

30

YEARS WITH THE LUNZ GROUP

1

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

EXPERIENCE PRIOR TO JOINING THE LUNZ GROUP

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



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



GREG SELVIDGE RRC

Senior Project Manager

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

EDUCATION

Bachelor of Architecture, Georgia Institute of Technology

CREDENTIALS

Florida Registered Residential Contractor, RR282811816

YEARS OF EXPERIENCE

26

YEARS WITH THE LUNZ GROUP

23

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

50%

RELATED EXPERIENCE

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

ADDITIONAL EXPERIENCE

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



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EMILY BREHENY RA, NCARB

Project Architect

Emily joined The Lunz Group in 2016 upon graduating with her Master's in Architecture from the University of South Florida. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects. In the last three years, Emily has worked on more than 10 public safety facilities, including fire stations, Sheriff operation centers, and more, throughout the Central Florida region. She has a strong background in various levels of design development, programming, master planning, and schematic design, specializing in municipal projects.

EDUCATION

Master of Architecture, University of South Florida

CREDENTIALS

Florida Registered Architect, AR102495

MEMBERSHIPS

Lakeland Zoning Board of Adjustments & Appeals (ZBAA), Member

Polk County ACE Mentor Program, Board Member

YEARS OF EXPERIENCE

9

YEARS WITH THE LUNZ GROUP

8

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

70%

SELECT EXPERIENCE

- Polk County Sheriff's Office Burnham McCall Training Center; Polk County, FL
- Polk County Sheriff's Ridge District Station at Poinciana; Poinciana, FL
- Polk County Roads & Drainage Office Annex; Winter Haven, FL
- Plant City Utilities & Solid Waste Facility; Plant City, FL
- Marion County Sheriff's Office Remodel; Ocala, FL
- Marion Creek Fire Rescue; Polk County, FL
- Mulberry Fire Station; Mulberry, FL
- Marion County Sheriff's Helicopter Hangar Design; Ocala, FL
- Hillsborough County Sheriff Behavioral Health Clinic Study; Tampa, FL
- Hillsborough County Sheriff Behavioral Health Clinics A-C; Tampa, FL
- Pasco County Fleet McKendree Expansion; Pasco County, FL
- Polk Correctional Institution Administration Remodel; Polk City, FL
- GMF Steel Group Office and Warehouse Renovation; Lakeland, FL

ADDITIONAL EXPERIENCE

- NOAA Operations Center Phase I; Lakeland, FL
- NOAA Operations Center Phase II; Lakeland, FL
- Summit Consulting Headquarters and Parking Garage; Lakeland, FL
- Bartow Ford Pro Elite Service Center; Bartow, FL
- Publix Downtown Office Buildings 1 and 4; Lakeland, FL
- Blue Line Aviation Facility; Winter Haven, FL
- Kingsky Flight Academy Programming and Conceptual Design; Lakeland, FL
- City of Lakeland Two Hangar Facility; Lakeland, FL
- Winter Haven Fire Station No. 4; Winter Haven, FL
- Winter Haven Fire Station No. 5; Winter Haven, FL
- Plant City Tournament Management Facility; Plant City, FL
- Plant City Methvin Tennis Center; Plant City, FL
- Lake Myrtle Sports Complex; Auburndale, FL
- Catapult 3.0; Lakeland, FL



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



TRENT CHAMBERLAIN AIA

Senior Project Architect, QA

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

EDUCATION

Bachelor of Architecture, Florida Agricultural & Mechanical University

CREDENTIALS

Florida Registered Architect, AR0015550

YEARS OF EXPERIENCE

35

YEARS WITH THE LUNZ GROUP

31

OFFICE LOCATION

Lakeland, FL

AVAILABILITY FOR PROJECT

5%

RELATED EXPERIENCE

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

ADDITIONAL EXPERIENCE

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



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



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

JOHNNIE LOHRUM will serve as the Subject Matter Expert for this project. Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities. He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients. Johnnie's office is located in Longwood, FL, which can be utilized to expedite a deliverable if required.

TLC ENGINEERING will be providing Structural Engineering Services for this project. The TLC team is experienced with the desired tilt-wall construction system and will share feedback with the design team on how to be successful with tilt-wall construction. Further design decisions will weigh various factors such as structural integrity, longevity and safety risks, maintenance of materials, local material availability, and current market costs. TLC has experience in Polk County on projects such as the Burnham-McCall Training Center, as well as the Polk County Northeast Government Center in Lake Alfred. TLC's Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

KIMLEY-HORN & ASSOCIATES will be providing Civil Engineering services for this project. Kimley-Horn's Polk County project experience includes; Galloway Fire Station, Moore Road Fire Rescue Station, Eaton Park Fire Station Sheriff Central County Jail, Sheffield Road Inspection and Testing Building and Fleet Management Vehicle Storage Building, to name a few. Kimley-Horn is familiar with Polk County processes and best practices. Kimley-Horn's Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

MES GROUP INC. will be providing Mechanical Engineering, Electrical Engineering, Plumbing Engineering and Fire Protection services for this project. MES Group has worked on a variety of Polk County Fire Stations and facilities. One of MES Group's strengths is anticipating supply chain disruptions; for this project, they plan to be proactive with assisting the team in pre-ordering critical materials for this facility to avoid delays and cost increases, as well as flexible options to ensure availability and stay within budget.



EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Johnnie D. Lohrum Jr., RA, LEED® AP President

Johnnie has 23 years of experience and has managed more than 5 million square feet of public safety projects. He is a licensed architect and LEED accredited professional with a diverse portfolio of project types, including public safety, educational, community, commercial and aviation design. He has spent the last 15 years focusing on growing a public safety market that improves the community environment. **A particular passion for Johnnie is the design of operationally efficient healthy law enforcement facilities.** He also brings a significant amount of experience designing & detailing hardened, survivable and essential facilities such as the Columbia County EOC, Sarasota County EMS Headquarters, Charlotte County Sheriff's Headquarters, Brevard County EOC and the Volusia County EOC. Johnnie remains focused on providing personally dedicated and focused attention at every level to all of his clients.

EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

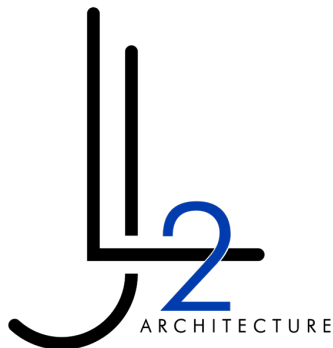
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohrum@jl2architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***District 7 Medical Examiner Facility, Volusia County Government - Daytona, FL**

Principal In Charge, Completion Date: est. 2023 / 20,000 SF / \$18 million / contains public spaces / **N.A.M.E.** / offices / reception & lobby / morgue / laboratories / evidence storage / break areas and enclosed sally port.

***Havert L. Fenn Center, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2006 / 62,000SF / \$12.6 million / contains law enforcement offices / commercial kitchen / laundry / locker rooms / EMS triage areas / triple gymnasium / multi-purpose rooms / essential FEMA 361 resisting 180mph winds / special needs shelter for the elderly.

***Douglas M. Anderson EOC, St. Lucie County Government - Ft. Pierce, FL**

Project Manager, Completion Date: 2009 / 27,000SF / \$9 million / contains secure lobby / 911 dispatch / dorms / admin. offices / media room / kitchen.

***Emergency Operations Center, Palm Beach Gardens Government - Palm Beach Gardens, FL**

Project Architect, Completion Date: 2012 / 12,500SF / \$3.1 million / police dispatch / multi-purpose rooms / operations center / classrooms / training rooms / kitchen / FEMA 361 / LEED Silver.

Emergency Operations Center & Sheriff's Operations, Citrus County - Lecanto, FL

Project Architect, Completion Date: 2008 / 40,500SF / \$16.5 million / 911 call center / operations room / crime analysis / investigations / offices / kitchen / dorms / fitness room / media.

Emergency Operations & Sheriff's Comms. Center, Volusia County - Daytona, FL

Project Manager, Completion Date: 2013 / 42,600SF / \$10,700,000 / command center / 911 dispatch / Green Globes / LEED Silver / 2 commercial kitchens / bunk rooms / classrooms / training rooms / media room / administration offices / rumor control.

***Emergency Operations Center, Columbia County - Lake City, FL**

Principal In Charge, Completion Date: Est. 2023 / 20,000SF / \$14 million / 911 dispatch center / ICC 500 essential facility / media room / kitchen / code enforcement.

***Brevard County EOC, Brevard County Government - Rockledge, FL**

Principal-In-Charge/Project Manager, Completion Date: est. 2023 / 50,000 SF / \$28.5 million / contains secure lobby / locker rooms / bunk rooms / training rooms / multiple departments / commercial kitchen / 911 dispatch / operations room / media room / essential ICC 500 resisting 200mph winds / grant funded / 24-7 fully redundant systems for 7 days.

***Sheriff's Evidence Storage, Volusia County Government - Daytona, FL**

Project Manager, Completion Date: est. 2021 / 40,000 SF / \$11.3 million / contains public spaces / offices / secure vehicular sally ports / bio hazard storage / storage warehouse with mobile storage system / secure drug storage / essential facility resisting 200mph winds / LEED Silver.

***University of Florida Public Safety Headquarters, University of Florida - Gainesville, FL**

Principal-In-Charge, Completion Date: 2022 / 48,713SF / \$28.5 million / police headquarters / emergency management headquarters / 911 dispatch / community rooms / administration offices / interview rooms / physical fitness / locker rooms / evidence processing / defensive tactics / armory / media room / logistics / quarter master.

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



EDUCATION

Bachelor of Design, 2001
University of Florida

Master of Architecture, 2003,
University of Florida

CREDENTIALS

FL, Registered Architect #AR96099
LEED® Accredited Professional

AFFILIATIONS

Florida Police Chief's Association (FPCA)
Florida Sheriff's Association (FSA)
Florida Fire Chief's Association (FFCA)
Fl. Emergency Preparedness Assoc. (FEPA)

EXPERIENCE

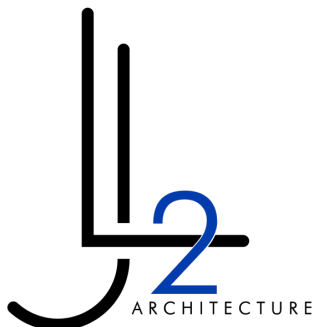
22 Years

FIRM INFORMATION

1678 Kingston Road
Longwood, Florida 32750

jlohurm@j12architecture.com
407.340.2879

*projects represent individual experience for Mr. Lohrum



***Sheriff's Training Facility**, Osceola Sheriff - *Osceola County, FL*

Principal In Charge, Completion Date: 2021 / 16,400SF / \$3.9 million / defensive tactics / simulation training / firearm training / administration offices / conference space / storage / multi-agency.

***Sheriff's Data Center**, Osceola Sheriff - *Kissimmee, FL*

Project Manager, Completion Date: 2022 / 1,500SF / \$1.1 million / back up data center for sheriff's headquarters / fully redundant systems / renovation-expansion.

***Sheriff's West Side Command Center**, Osceola County - *Kissimmee, FL*

Principal In Charge, Completion Date: TBD / 41,000SF / \$18 million / multi-agency / training rooms / conference rooms / administration offices / secure public lobby / interview rooms / patrol offices / shared with other county departments.

***Police Headquarters**, North Port Police Department - *City of North Port, FL*

Project Manager, Completion Date: 2026 / 120,000SF / \$82 million / administration offices / patrol / EOC / evidence processing / interview rooms / community room / media room / quarter master / emergency management / locker rooms / forensics lab / armory / training / gun range/ real time crime center

***Police Training Facility**, Cape Coral Police Department - *Cape Coral, FL*

Principal In Charge, Completion Date: 2023 / 30,000SF / \$12 million / indoor 25 lane gun range / firearm simulators / defensive tactics / k9 training / locker rooms / armory / ammo storage / weapons cleaning / training classrooms.

***Sheriff's Headquarters Assessment**, Sarasota County Sheriff - *Sarasota County, FL*

Project Manager, Completion Date: 2018 / 192,000SF / \$130 million / forensics lab / separate training facility / five-story parking garage / CEP / evidence storage / training classrooms / community room / K9 training

***Sheriff's Headquarters/911/Communications**, Charlotte County Sheriff - *Charlotte County, FL*

Project Manager, Completion Date: 2025 / 65,000SF / \$30 million / 2- story community room / administration offices / fleet maintenance / real time crime center / 911 dispatch / crime analysis.

***Sheriff's District 4 Training Facility**, Charlotte County Sheriff - *Charlotte County, FL*

Project Manager, Completion Date: 2024 / 20,200SF / \$7 million / meeting rooms / training classrooms / physical training / administration offices / k-9 training / kennels / lockers / fitness room / evidence storage / detectives suite / break room

Police Evidence Storage, City of DeLand Police Department - *DeLand, FL*

*Project Manager, Completion Date: 2022 / 5,500 SF / \$1.9 million / public ballistic rated lobby / evidence intake / short term storage / long term storage / evidence processing lab / vehicle processing bay / bicycle storage / interior vehicle storage bays / on-site impound.

Indian River Sheriff Admin. Building, Indian River Sheriff's Office- *Indian River County, FL*

Architect of Record, Completion Date: Est. 2025 / 20,000SF / \$22 million / 2-story / essential facility / administration offices / records / training rooms / human resources / finance / IT / internal affairs / purchasing / secured public lobby.

Volusia County Sheriff Admin. Building, Volusia County Sheriff - *Volusia County, FL*

Architect of Record, Completion Date: TBD / 80,000SF / \$55 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / internal affairs / ISS / patrol / special investigations / human resources / sally port / essential facility.

Orange City Police Department, Orange City PD - *Orange City, FL*

Architect of Record, Completion Date: 2026 / 30,000SF / \$25 million / 1-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / records / investigations / command / defensive tactics / fitness & lockers / hold cells / indoor shooting range / logistics building / evidence / sally port / essential facility.

Daytona Beach Shores Training & Evidence, Daytona Beach Shores PD/Fire - *DB Shores, FL*

Architect of Record, Completion Date: 2026 / 20,000SF / \$14 million / 2-story / needs assessment / community room / administration offices / training rooms / classrooms commercial kitchen / City EOC / defensive tactics / fitness & lockers / evidence / essential facility.

Marion County Sheriff's Administration Facility

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Alligood, PE

Civil Engineer

PROJECT EXPERIENCE

Hamilton Road Warehouse, Polk County, FL — Project manager and Engineer of Record (EoR). Kimley-Horn was responsible for providing professional engineering services for a warehouse building in Polk County. The building had a total area of approximately 317,000 square feet. The project site posed several challenges, including difficult terrain, wetlands, and floodplains. These conditions required a site design with high tolerance and the acquisition of permits from various authorities, including Polk County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, and the Southwest Florida Water Management District.

Winston Creek Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR). Kimley-Horn provided civil site design, environmental, permitting services, and construction phase services for the Winston Creek Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site included adjacent wetlands and floodplains that required strategic site planning. In addition, the property was within an area considered to be a distressed basin by Polk County requiring more stringent stormwater design.

Airport Logistics Warehouse, Hillsborough County, FL — Kimley-Horn was responsible for providing professional engineering services for a warehouse building measuring 125,600 square feet in Hillsborough County. The project site presented several challenges, including difficult terrain, wetland and floodplain conditions that required a meticulous site design, and the need for complex coordination with various agencies for permits. These agencies included Hillsborough County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Health, the Southwest Florida Water Management District (SWFWMD), the Environmental Protection Commission (EPC) of Hillsborough County, and the U.S. Army Corps of Engineers (USACE).

Prior to joining Kimley-Horn, Jason worked on the following projects:

Mulberry Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Mulberry Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections.

Kathleen Fire Rescue Station, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, permitting services, and construction phase services for the Kathleen Fire Rescue Station. The project included a 12,000-square-foot building with associated paved parking, drive, stormwater areas, and utility connections. The site required 100-year stormwater design.

Lakeland Fire Training Center, Polk County, FL — Project engineer/Engineer of Record (EoR) for civil site design, environmental, permitting services, and construction phase services for the Lakeland Fire Training Center. The project included a 5,000-square-foot classroom building and an 8,400-square-foot equipment storage building with associated paved parking, drive, stormwater areas, and utility connections.

Special Qualifications

- Jason has over 22 years of multi-discipline engineering experience working for both municipal and private-sector clients in the areas of civil engineering, geotechnical engineering, and environmental engineering
- Project experience includes project management, design, permitting, and construction services for residential developments, commercial developments, water distribution and wastewater collection, industrial developments, streetscape projects, parks, and landfills
- Familiar with all aspects of the site development process — from the earliest stages of due diligence and entitlements to inspection and final punch lists

Professional Credentials

- Master of Engineering, Environmental Engineering, University of Florida
- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #71103
- American Society of Civil Engineers (ASCE), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Jason Lewis, PE

Civil Engineer

PROJECT EXPERIENCE

Pace Road Industrial Park, Polk County, FL — Project Engineer. Kimley-Horn is providing preliminary design services for the construction of a warehouse/distribution park located on Pace Road in Auburndale. Our services include producing a one-page conceptual site plan, attending meetings and coordinating with Polk County, conducting a Phase I Environmental Site Assessment (ESA), and Phase II ESA. The Phase I ESA includes conducting a site reconnaissance; interviewing current and past owners, operators, and occupants for Recognized Environmental Conditions (RECs); and preparing a summary report of the results of the ESA. The Phase II ESA includes soil sampling, groundwater sampling, and preparing a Phase II ESA report. Kimley-Horn submitted and received both the Southwest Florida Water Management District (SWFWMD) and FWC gopher tortoise relocation permit. These permits included conducting a 100% gopher tortoise survey, permit application submittal, and conducting the excavation of 40 gopher tortoise burrows.

Polk State College Center for Public Safety, Polk County, FL — Project Engineer. Kimley-Horn provided professional engineering services for a new 100,000-square-foot, two-story building and a one-mile-long pedestrian path for the Center for Public Safety at Polk State College. The pedestrian path is located on the bank of a 26-acre retention pond owned by Polk County, with a physical training course. The project included stormwater management, parking lot design, an underground tank for rainwater irrigation and water storage, a new sanitary sewer lift station, new fire lines and a new potable water line, and environmental studies. The \$30-million project included construction phase management and achieved Leadership in Energy and Environmental Design (LEED) certification. The project also won the American Society of Civil Engineering (ASCE) Ridge Branch project of the year award and is the county's model for law enforcement training.

City of Lake Wales Engineering and Related Services, Polk County, FL — Project Manager. Kimley-Horn provided professional consulting services for the general engineering services master consultant contract by the Town of Lake Wales. Specific services included civil engineering, planning, landscape architecture, parks and trails planning and design, and a variety of other consulting services.

Parkway University Center, Polk County, FL — Project Manager. The project included professional civil engineering and site planning services for the 105-acre, multi-use development. Specific services included stormwater management design, potable water distribution, and sanitary sewer collection infrastructure design to support residential and business park components. In addition, Kimley-Horn also coordinated road design and associated alignments with Polk County for an adjacent county road project.

Seefried Industrial Properties, Big Bend Industrial Park, Apollo Beach, FL — Project manager. In support of Seefried Industrial Properties, Inc., who is constructing a 500,000-square-foot warehouse/distribution facility and associated infrastructure on US Hwy 41 and Big Bend Road, Kimley-Horn is providing an array of development services including a natural resource assessment, environmental documentation, traffic study, and more.

Special Qualifications

- Jason has over 24 years of experience in civil engineering for both private and public land development projects
- He has performed analysis and designed stormwater management systems, including underground exfiltration and above-ground retention/detention systems
- He has established excellent working relationships with water management districts and other governmental agencies
- In addition, Jason has managed the preparation of plans and development of civil engineering design for numerous commercial and residential land development projects including stormwater collection design; evaluation of site characteristics for the design of roads, utilities, and stormwater management; and project coordination, communication with contractors, and permitting through regulatory agencies

Professional Credentials

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida, #62572
- Florida Engineering Society (FES), Member

Kimley»Horn

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



JAMESE SPEARS, PE

Principal | Structural Project Manager

BACKGROUND

Jamese brings unparalleled expertise to guide and elevate the success of complex structural projects. She has a successful background in structural design coordination, and construction administration of building structures. She is proficient in utilizing engineering software, such as BIM, to create cost-effective and sustainable solutions. Jamese is a driven professional known for fostering collaboration and exceeding clients' expectations.

EXPERIENCE

Polk County Sheriff Training Facility, Bartow, Florida

New administration and classroom single-story sheriff training facility. Design and construction consists of new PEMB building, various site improvements including storm water pond construction, new utility connections, drives, landscaping, and parking areas. Post construction removal and disposal of existing modular building structures, site cleanup, grading, and sodding are included in scope. \$3.5 million / 22,000 sf

Charlotte County Sheriff Office District 1 Headquarters, Englewood, Florida

New facility with consideration of life-cycle costs, long-term maintenance, energy conservation and long-term operational costs. Project includes roll call room and supervisor offices, detective work area with interview rooms, records room, training room, evidence room, armory area and other ancillary functions, emergency generator, exercise area with locker room and showers, general offices and storage areas. \$3.3 million / 12,000 sf

Charlotte County Sheriffs District 3 Headquarters, Port Charlotte, Florida

New facility consists of two separate buildings: an 18,000-sf district facility and a 20,000-sf evidence facility. District facility building houses offices, interview rooms, record room, training room, armory, exercise area with lockers and showers, and ancillary support spaces such as storage and mechanical/ electrical rooms. Evidence facility building has warehouse storage, office space, processing areas, and exterior storage. \$8.5 million / 38,000 sf

New Orleans Police Department, 2nd District, New Orleans, Louisiana

New police district headquarters with distinctive design. The project was part of the resilience planning which occurred as a response to Hurricane Katrina to build resilient infrastructure while reestablishing public service facilities. The structural system includes steel framing with a dual lateral system of braced frames and moment frames. The long span metal roof deck is supported by curved WF steel beams. \$6.3 million / 18,000 sf

Confidential Industrial Warehouse Addition, Lenexa, Kansas

Two-story addition providing office space, a larger break room, and larger main restrooms on the first floor. Project includes a new FEMA storm shelter. \$1 million / 6,400 sf



EDUCATION

University of Louisville
M.S., Structural Engineering
2009

University of Louisville
B.S., Civil Engineering
2008

YEARS OF EXPERIENCE

TLC: 9 years
Prior: 9 years

REGISTRATIONS

PE FL 82786
PE AL 53112
PE DE 27703
PE KS PE28279
PE KY 29138
PE MS 31854

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



David Keith, PE, CxA
Electrical Engineer

Mr. Keith has extensive experience in all phases of Electrical Engineering services including design, studies, and reports. He is a leader in design for innovative electrical systems for police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. His technical experience includes the design of outdoor and indoor substations, outdoor and indoor power distribution systems, emergency power generator systems, grounding systems, lighting systems, life safety systems, lightning protection systems, and technology systems. Mr. Keith has designed and managed projects for both public and private sector clients.



Years of Experience: 11 | Years with Firm: 6

EDUCATION

Bachelor of Science in Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #85291
- Florida Advance Building Code Course
- Certified CxA

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Nick Stephenson, (F)PE, BCxP
Plumbing/Fire Protection Engineer

Mr. Stephenson is a registered Fire Protection Engineer and has extensive experience with life safety systems, fire detection and suppression systems, and fire alarm systems. This includes design, studies, on-site assessments and reports. His project experience encompasses police and fire stations, multifamily complexes, county buildings, offices, and industrial complexes. Mr. Stephenson has designed and managed projects for both public and private sector clients. In addition to his engineering credentials, he is a certified Building Commissioning Professional (BCxP).



Years of Experience: 12 | Years with Firm: 10

EDUCATION

Bachelor of Science in Mechanical Engineering
University of South Florida

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #83283
- Florida Advance Building Code Course
- Certified BCxP

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, Bartow, FL

Polk County Jail Annex, Bartow, FL

Polk County South Jail AHUs, Frostproof, FL

Polk County Appraiser, Bartow, FL

Polk County Jail Grounding, Frostproof, FL

Northridge Fire Rescue Station Study, Davenport, FL

Police Department Firing Range, St. Petersburg, FL

Renovate Police Operations Center, VA Hines, Indianapolis, IN

City of Wildwood HVAC Renovation, Wildwood, FL

Sheriff's Impound Yard/Evidence Storage, Bushnell, FL

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(813) 289-4700
www.MESGroupInc.com

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES



Philip Beauchamp, PE
Mechanical Engineer

Mr. Beauchamp has extensive experience in all phases of Mechanical Engineering services including design, studies, and reports. He is a leader in the design of energy efficient building systems for fire stations, police stations, shooting ranges, EMS facilities, county buildings, offices and industrial complexes. Systems included HVAC, smoke exhaust, indoor air quality and controls. He has developed energy-efficient, and cost effective, mechanical systems and methods that specifically control the humidity and moisture conditions of Florida's hot and humid climate. Mr. Beauchamp's designs provide comfort to occupants and protection of building systems and components.



Years of Experience: 6 | Years with Firm: 2

EDUCATION

Bachelor of Science in Mechanical Engineering
University of Georgia

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) FL #PE97350

RECENT PROJECT EXPERIENCE

Burnham-McCall Sheriff Training Center, *Bartow, FL*

Polk County Jail Annex, *Bartow, FL*

HSCO Behavioral Health Clinic, *Tampa, FL*

Fire Station 2-Hardening, *Winter Haven, FL*

Research Laboratory Hood Additions. *University of Central Florida, Orlando, FL*

Northridge Fire Rescue Station Study, *Davenport, FL*

Police Department Firing Range, *St. Petersburg, FL*

Renovate Police Operations Center, *VA Hines, Indianapolis, IN*

City of Wildwood HVAC Renovation, *Wildwood, FL*

Sheriff's Impound Yard/Evidence Storage, *Bushnell, FL*

550 North Reo Street | Suite 203 | Tampa, FL 33556
(813) 289-4700
www.MESGroupInc.com

An architectural rendering of a modern, single-story police station. The building features a large glass entrance with a green arched canopy. To the left of the entrance, a sign reads "POLK COUNTY SHERIFF'S OFFICE" and "Ridge District Station at Poinciana". The building has a light-colored brick or block wall. In front of the building is a parking lot with several cars parked. A grassy area and a body of water with reeds are in the foreground. The entire image is overlaid with a blue gradient.

POLK COUNTY SHERIFF'S OFFICE
Ridge District Station at Poinciana

TAB 4

IS THE FIRM A “POLK COUNTY
ENTITY”?

IS THE FIRM A “POLK COUNTY ENTITY”?

LOCATION + CAPACITY

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

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

The Lunz Group - HQ

58 Lake Morton Drive
Lakeland, Florida 33801
Years in Operation: 37
Employees: 22

The Lunz Group Celebration

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

Johnnie Lohrum (JL2)

1678 Kingston Road
Longwood, FL 32750
Years in Operation: 2
Employees: 11

Kimley-Horn & Associates

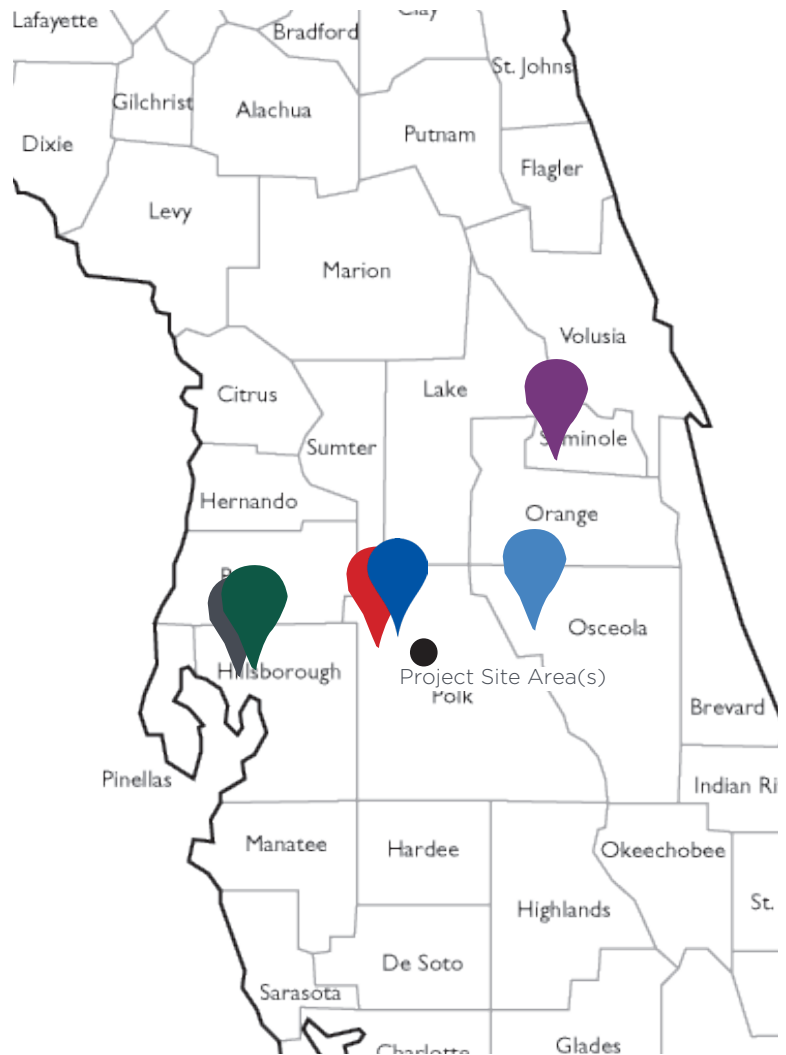
109 South Kentucky Avenue
Lakeland, FL 33801
Years in Operation: 56 Years
Employees: 1,540 (FL) / 8,525 (Firmwide)
Kimley-Horn’s Lakeland, St. Petersburg, and Orlando office can be utilized to expedite a deliverable, if required.

TLC Engineering

4890 West Kennedy Blvd, #250
Tampa, FL 33609
Years in Operation: 69
Employees: 500
TLC’s Tampa, Orlando, Melbourne, and Miami offices that can be utilized to expedite a deliverable, if required.

MES Group Inc.

550 North Reo Street, Suite 203
Tampa, FL 33609
Years in Operation: 25
Employees: 22



POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 59	CLASS: B+
EXPIRES: 09/30/2024	
OWNER NAME	LOCATION
BRADLEY T LUNZ	58 LAKE MORTON DR LAKELAND
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
THE LUNZ GROUP 58 LAKE MORTON DR LAKELAND, FL 338015344	540810 ARCHITECT PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE DISPLAYED AT THE BUSINESS LOCATION
PAID - 1695537 08/14/2023 OPY OLP 57.75	THE LUNZ GROUP



TAB 5

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

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

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



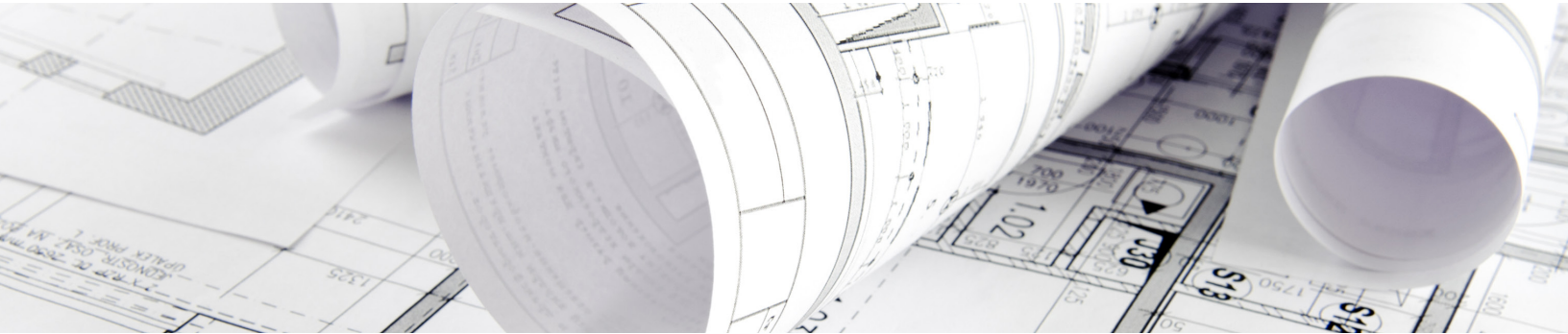
A photograph of the Folk County Sheriff's Office building, a modern structure with large glass windows and a brick facade. The building is set against a clear blue sky. In the foreground, there is a parking lot and some landscaping. The text 'TAB 6' is overlaid on the left side of the image.

TAB 6

INTERACTION WITH COUNTY AND
REGULATORY AGENCY STAFF

INTERACTION WITH COUNTY AND REGULATORY STAFF

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



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





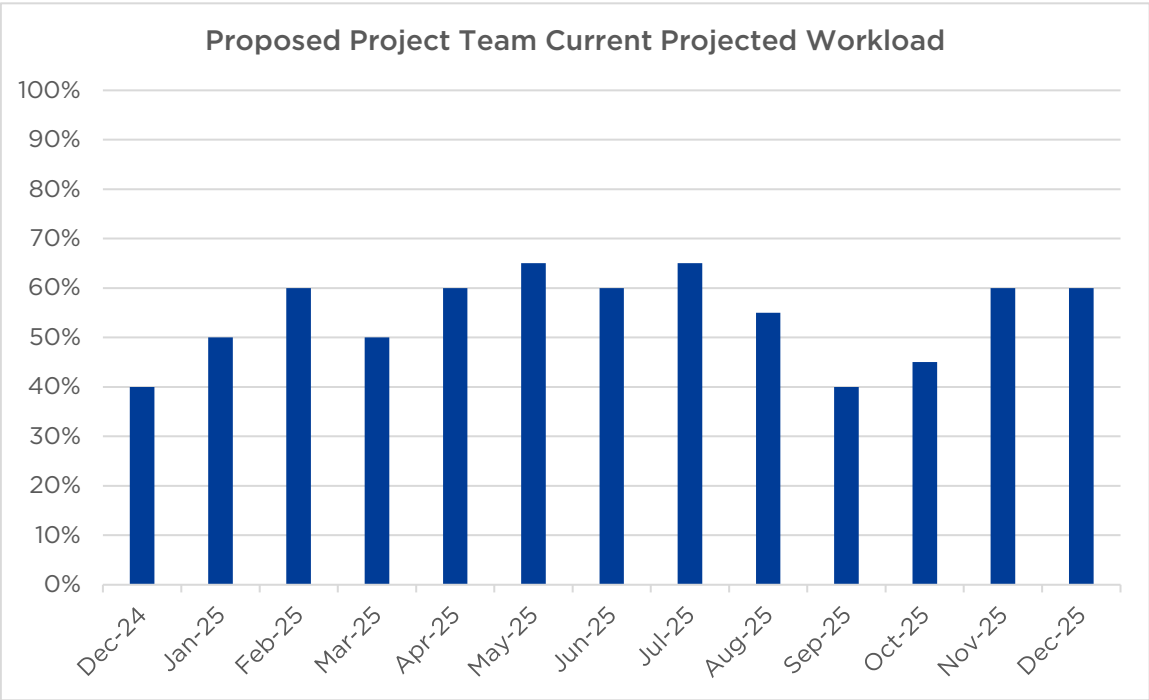
TAB 7

TIMELY COMPLETION OF
PROJECTS

TIMELY COMPLETION OF PROJECTS

CURRENT & FUTURE WORKLOAD

Built with a staff of more than 23 degreed professionals, The Lunz Group team includes five (5) licensed architects alongside additional staff composed of designers, technical personnel and a dedicated administrative staff. Our team also maintains additional certifications and professional affiliations beyond professional licensure including one (1) LEED AP and one (1) Registered Residential Contractor. Not only that, but our team members are invested in our communities as well, serving on various committees, community boards and chairing local organizations for numerous causes and community development efforts. With this level of staffing, we have the capability to successfully accommodate several projects simultaneously. Below is an estimated projected workload that is tentative and subject to change.



KEY PERSONNEL ANTICIPATED AVAILABILITY

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

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



TAB 8

SURVEYS OF PAST PERFORMANCE

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

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

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

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Operations

Name of Vendor being surveyed: The Lunz Group

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

Contract Start Date: 2016 Contract End Date: 2018

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

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

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

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

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

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Polk County Roads & Drainage Office Annex

Name of Vendor being surveyed: The Lunz Group

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

Contract Start Date: 2018 Contract End Date: 2020

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: 

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

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

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

To: Steve McMillan _____ (Name of Person completing survey)

Polk County Sheriff's Office / Polk County _____ (Name of Client Company/Contractor)

Phone Number: 863-534-5527

Email: stevemcmillan@polk-county.net

Total Annual Budget of Entity \$8,100,000.00 - CIP Project Budget

Subject: Past Performance Survey of Similar work:

Project name: Polk County Sheriff's Burnham-McCall Training Center

Name of Vendor being surveyed: The Lunz Group

Cost of Services: Original Cost: \$586,708.00 Ending Cost: \$586,708.00

Contract Start Date: 2021 Contract End Date: 2024

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

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

Printed Name of Evaluator Steve McMillan

Signature of Evaluator: Steve McMillan

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

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

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

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

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

Phone Number: 813.365.4929 Email: hkwag@plantcitygov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Utilities and Solid Waste Department Facility

Name of Vendor being surveyed: The Lunz Group

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

Contract Start Date: November 2023 Contract End Date: Est. February 2025

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

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

Printed Name of Evaluator Hye (Jay) Kwag

Signature of Evaluator: 

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



TAB 9

ADDENDA
ACKNOWLEDGMENTS

ADDENDA **ACKNOWLEDGMENTS**

October 31, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

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

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/answers and clarification.

Tabatha Shirah

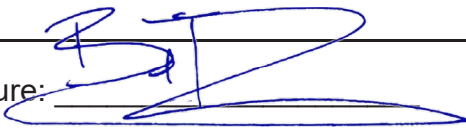
Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 6, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM # 2

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

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/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: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group

ADDENDA **ACKNOWLEDGMENTS**

November 12, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

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

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/answers.

Tabatha Shirah

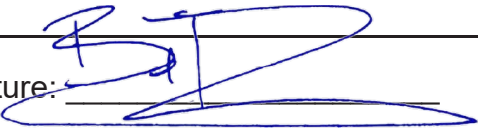
Tabatha Shirah

Procurement Analyst

Procurement Division

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

Signature: _____



Printed Name: Bradley T. Lunz

Title: President and CEO

Company: The Lunz Group



May 19, 2025

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

RE: RFP 24-643 Architectural & Engineering Services for the Sheriff's Office - Polk County Joint-use
Warehouse & Facilities Management Administration Building
TLG Project No. 24171.01

Dear Procurement Division:

Thank you for inviting The Lunz Group to provide our proposal for professional services to Polk County ("Client"). The Lunz Group looks forward to partnering and collaborating with you and your team to develop the Sheriff's Office - Polk County Joint-use Warehouse & Facilities Management Administration Building, located in Polk County, Florida. Upon your review of our qualifications, we are confident you will conclude our project team has the required expertise to ensure a successful project outcome. We look forward to the opportunity to discuss our proposal with you and your team at your earliest convenience.

Approach + Methodology

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

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

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

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

Project Understanding

Per the RFP Notice 24-643 we understand the project scope is the following: The intent of the Sheriff's office – Polk County Joint-Use Warehouse & Facilities Management Administration building project is to design and build a 100,000 square foot warehouse with 15,000 square feet of office space located within the warehouse. 80,000 square feet will be for the Sheriff's property & evidence storage and supply operations which includes 5,000 square feet of office space. 10,000 square feet will be for Polk County's emergency supply storage. 10,000 square feet will be for Facilities Management Administrative offices. The desired structural system is tilt-wall concrete construction. The site will be located where the old juvenile facility currently resides between Clower Street and Hospital Road, which is approximately 7 acres.

If the project construction (excluding site costs) is greater than \$15,750,000.00, the base building design fee shall be increased by multiplying the percentage established in the base building fee (6.15%) by cost over the estimated cost of construction of \$15,000,000.00.

Scope of Services

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

Additional basic scope of services include:

- Attend and participate in all design progress/review meetings.
- Participate in all modeling reviews and reporting.
- Provide constructability design reviews and reporting.
- Participate in all value engineering design reviews and reporting (as an additional service.)
- Participate in master project scheduling and reporting services.
- Participate and provide all site and buildings permitting signed and sealed document services.
- Participate in all pre-construction and construction progress coordination meetings.
- Coordinate and participate in all closeout documentation requirements and meetings.

Time Schedule for Services

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

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

- Architectural 11 x 17 Pre-Design Presentation
- Civil Engineering
 - Pre-Application Meetings
 - Civil Site Research
 - Civil Preliminary Geotechnical Exploration

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

II – Schematic Design Phase Services: Three (3) weeks.

- 50% Schematic Design Issuance

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

- Final Schematic Design Issuance

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

III – Design Development Phase Services: Eight (8) weeks.

- 50% Design Development Issuance

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

- Final Design Development Issuance

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

IV – Construction Documents/Permitting Phase Services: Eight (8) weeks.

- 50% Construction Documents Issuance

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

- Final Construction Documents Issuance

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

V – Bidding Or Negotiation Phase Services: Four (4) weeks

Plus time for Client Review and Award on Construction Contract.

VI – Construction Phase Services: Forty (40) weeks

VII – Post Completion Services: Zero (0) week

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 84,575.00
b. Schematic Design	\$139,375.00
c. Design Development	\$276,750.00
d. Construction Documentation	\$276,750.00
e. Bidding/ Permitting Phase Services	\$ 1,000.00
f. Construction Administration Phase Services	\$137,375.00

Base Building Design Sub-Total: \$915,825.00

Site Design

g. Meetings & Coordination	\$ 10,000.00
h. Pre-application Meetings	\$ 2,500.00
i. Site Research/ Concept Plan	\$ 8,750.00
j. Site Coordination (A/MEP/Structural)	\$ 15,000.00
k. Civil Site – Schematic Design	\$ 17,750.00
l. Design Development	\$ 26,000.00
m. Civil Construction Documents	\$ 26,500.00
n. Civil Site Permitting	\$ 12,000.00
o. Geotechnical Engineering	\$ 15,000.00
p. Limited Construction Administration Services	\$ 18,500.00

Site Design Sub-Total \$152,000.00

Site Design & Architectural & Engineering Sub-total **\$1,067,825.00**

Allowances (Additional Services)

Allowances \$50,000.00

Allowance Sub-Total \$50,000.00

Total Fee with Allowances **\$1,117,825.00**

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skinks Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lightning | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

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

Fast Track Process

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

Design Approval

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

Agreement

By signing below, Client agrees to the provisions of this proposal and agrees to pay The Lunz Group in accordance with those terms stated. Authorizing services described in this proposal shall be construed to mean agreement with the provisions of this proposal. If this proposal is not executed within 30 days from the issue date, The Lunz Group reserves the right to review Compensation, Payment Schedule, and Staffing Commitments. Until the time a formal AIA or other standard form of agreement between Client and Architect is executed this proposal and its associated terms and conditions will be the agreement between the Client and Architect for professional services.

Submitted by:

Signature

Bradley T. Lunz, AIA, NCARB
Printed Name

President & CEO, The Lunz Group
Title

March 3, 2025
Date

EXHIBIT B

SCOPE OF SERVICES

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

Consultant's services will be as specifically described below:

ALL PHASES:

1. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

1.1. Project Administration services consisting of administrative functions including:

- 1.1.1. Project Decision Structure
- 1.1.2. Project Directory
- 1.1.3. Consultation
- 1.1.4. Research
- 1.1.5. Communications; Meeting Minutes, Meeting Agendas (For meetings called by Consultant during the Design phases of the project)
- 1.1.6. Direction of the work of architectural, engineering and other consultant personnel

1.2. Disciplines Coordination/Document Checking consisting of:

- 1.2.1. Coordination between the architectural work and the work of engineering and their disciplines involved in the Project.
- 1.2.2. Review and checking of documents prepared for the Project by the Consultant and the Consultant's Consultants.

1.3. Agency Consulting/Review/Approval services, including:

- 1.3.1. Agency consultants
 - 1.3.1.1. County agencies
 - 1.3.1.2. Regional agencies
 - 1.3.1.3. State agencies
- 1.3.2. Research of critical applicable regulations.
- 1.3.3. Preparation of written and graphic explanatory materials.

1.4. Owner Coordination, including:

- 1.4.1. Review and coordination of data furnished for the Project as a responsibility of the Owner.

1.5. Schedule Development/Monitoring Services, including:

- 1.5.1. Participate in establishment and updating of design schedule in conjunction with CM for the performance of the Architect's services throughout the design of the project. Key decision making points will be identified on this schedule.

1.6. Presentation services consisting of presentations and recommendations by the Consultant to the following client representatives:

1.6.1. Board of County Commissioners

1.6.2. Executive Task Force

1.6.3. User group(s)

1.6.4. Construction Manager/Contractor

PHASE I PROGRAMMING & MASTER PLANNING

2. NEEDS ASSESSMENT/ DATA COLLECTION

2.1. Space Needs Assessments

2.1.1. Parking Analysis

2.2. Analysis of the site and its surroundings to include the following:

2.2.1. Land Utilization

2.2.2. Building locations

2.2.3. Utility Systems

2.2.4. Surface and subsurface conditions (By Owner)

2.2.5. Vegetation (By Owner)

2.2.6. Survey (By Owner)

2.2.7. Land Use Restrictions

2.2.8. Historical analysis

2.2.9. Stormwater retention/detention areas

3. FUNCTIONAL PROGRAMMING

3.1. Prepare a detailed architectural program based on the scope established in Phase I to include the following services:

3.1.1. Functional Requirements Analysis

3.1.2. Interior Development Guidelines

3.1.3. Space Standards

3.1.4. Preliminary Program Space Estimates

3.1.5. Space and Equipment Program

3.1.6. Special Building System Requirements

3.1.7. Micro-Adjacency Requirements

3.1.8. Prepare Final Draft Program

3.1.9. Prepare Final Program Report

~~4. Intentionally Omitted~~

~~4.1.1~~

PHASE II: DESIGN/ BIDDING/CONSTRUCTION ADMINISTRATION SERVICES

5. DESIGN SERVICES

5.1. Architectural Design/Documentation:

- 5.1.1. During the Schematic Design Phase, responding to program requirements and preparing:
 - 5.1.1.1. Conceptual Planning/Massing Options
 - 5.1.1.2. Final Conceptual Site and Building Plans
 - 5.1.1.3. Preliminary Sections and Elevations
 - 5.1.1.4. Preliminary Selection of Building Systems and Materials
 - 5.1.1.5. Development of Approximate Dimensions, Areas and Volumes
 - 5.1.1.6. Perspective sketch – eye level
 - 5.1.1.7. Study model
- 5.1.2. During the Design Development Phase consisting of continued development and expansion of architectural Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the Project through:
 - 5.1.2.1. Plans, sections and elevations
 - 5.1.2.2. Typical construction details
 - 5.1.2.3. Three-dimensional sketch
 - 5.1.2.4. Study model
 - 5.1.2.5. Final materials selection
 - 5.1.2.6. Equipment layouts
- 5.1.3. During the Contract Documents phase consisting of preparation of Drawings and specifications based on approved Design Development documents setting forth in detail the architectural construction requirements for the Project.

5.2. Structural Design/Documentation:

- 5.2.1. During the Schematic Design Phase consisting of recommendations regarding basic structural materials and systems, analyses, and development of conceptual design solutions for:
 - 5.2.1.1. A structural system
 - 5.2.1.2. Alternate structural systems, if required
- 5.2.2. During the Design Development phase consisting of continued development of the specific structural system and Schematic Design documents in sufficient detail to establish:
 - 5.2.2.1. Basic structural system and dimensions
 - 5.2.2.2. Final structural design criteria

5.2.2.3.Foundation design criteria

5.2.2.4.Preliminary sizing of major structural components

5.2.2.5.Critical coordination clearances

5.2.3. During the Contract Documents phase consisting of preparation of final structural engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the structural construction requirements for the Project.

5.3. Mechanical Design/Documentation:

5.3.1. During the Schematic Design phase, prepare a narrative, consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

5.3.1.1.Energy source(s)

5.3.1.2.Energy conservation and controls system concepts

5.3.1.3. Heating and ventilating (systems selections and conceptual sizing and configuration analysis.)

5.3.1.4. Air conditioning (systems selections and conceptual sizing and configuration analysis.)

5.3.1.5.Plumbing

5.3.1.6.Fire protection

5.3.1.7.General space requirements

5.3.2. During the Design Development phase consisting of continued development and expansion of mechanical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.3.2.1.Approximate equipment sizes and capacities

5.3.2.2.Preliminary equipment layouts

5.3.2.3.Required space for equipment

5.3.2.4.Required chases and clearances

5.3.2.5.Acoustical and vibration control

5.3.2.6.Visual impacts

5.3.2.7.Energy conservation measures

5.3.3. During the Contract Documents phase consisting of preparation of final mechanical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the mechanical construction requirements for the Project.

5.4. Electrical Design/Documentation

5.4.1. During the Schematic Design Phase, prepare a narrative, consisting of consideration of alternate systems, recommendations regarding basic

electrical materials, systems and equipment, analyses, and development of conceptual solutions for:

5.4.1.1.Power service and distribution

5.4.1.2.Lighting

5.4.1.3.Communication and data infrastructure and outlet location systems

5.4.1.4.Fire detection and alarms

5.4.1.5.General space requirements

5.4.1.6.Audio/Visual systems

5.4.2. During the Design Development phase consisting of continued development and expansion of electrical Schematic Design documents and development of outline Specifications or materials lists to establish:

5.4.2.1.Criteria for lighting, electrical and communications systems

5.4.2.2.Approximate sizes and capacities of major components

5.4.2.3.Preliminary equipment layouts

5.4.2.4.Required space for equipment

5.4.2.5.Required chases and clearances

5.4.3. During the Contract Documents phase, consisting of preparation of final electrical engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the electrical requirements for the Project.

5.5. Civil Design/Documentation:

5.5.1. During the Schematic Design phase consisting of consideration of alternate materials and systems and development of conceptual design solutions for:

5.5.1.1.On-site utility systems

5.5.1.2.Fire protection systems

5.5.1.3.Drainage systems

5.5.1.4.Paving

5.5.2. During the Design Development phase consisting of continued development and expansion of civil Schematic Design documents and development of outline Specifications or materials lists to establish the final scope of and preliminary details for on-site civil engineering work.

5.5.3. During the Contract Documents phase, consisting of preparation of final civil engineering calculations, Drawings and Specifications based on approved Design Development documents, setting forth in detail the civil construction requirements for the Project.

5.5.4. Permit applications required for Water Distribution, Sewage Collection and Stormwater/Environment Management (Local, State, and Federal) shall be prepared for execution by the Owner. Permit applications to be paid by

Owner. All necessary reports and drawings will be prepared to accompany the permit applications. Two meetings per agency as required to secure permits is included in services. County shall designate individual who has authority to sign permit applications.

5.6. Landscape Design/Documentation:

- 5.6.1. During the Schematic Design phase, prepare narrative conceptual design solutions, which will be developed for land forms, hardscape, lawns and plantings based on program requirements, physical site characteristics, design objectives and environmental determinants.
- 5.6.2. During the Design Development phase, Schematic Design documents will be further developed including outline Specifications and materials lists to establish final scope and preliminary details for landscape work.
- 5.6.3. During the Contract Documents phase, the Drawings and Specifications based on approved Design Development documents, setting forth in detail the landscape and hardscape construction requirements for the Project will be prepared.

5.7. Interior Design/Documentation:

- 5.7.1. During the Schematic Design phase consisting of space allocation and departmental utilization plans based on functional relationships:
 - 5.7.1.1. Types and qualities of finishes and materials for furniture, furnishings, and equipment.
- 5.7.2. During the Design Development phase consisting of continued development and expansion of interior Schematic Design documents and development of outline Specifications or materials lists to establish final scope and preliminary details relative to:
 - 5.7.2.1. Interior construction of the Project
 - 5.7.2.2. Special interior design features
 - 5.7.2.3. Space planning
 - 5.7.2.4. Materials, finishes and colors
 - 5.7.2.5. Furniture and equipment layouts
- 5.7.3. During the Contract Documents phase consisting of preparation of Drawings, Specifications and other documents based on approved Design Development documents, setting forth in detail the requirements for interior construction and furniture, furnishings and equipment for the Project.

5.8. Environmental Graphic Design Services: The scope shall include interior and exterior sign types and graphic elements to provide a comprehensive and cohesive signage and wayfinding system for users of the facility.

- 5.8.1. Design Development:
 - 5.8.1.1. Consider design approaches; determine elements needed for identity, information and wayfinding.

- 5.8.1.2.Begin development of sign prototypes.
- 5.8.1.3.Develop preliminary location plans.
- 5.8.2. Construction document preparation.
- 5.8.3. Construction observation and submittal review.
- 5.8.4. Interior sign types to include:
 - 5.8.4.1.Primary room ID (changeable name inserts in some locations).
 - 5.8.4.2.Restroom ID.
 - 5.8.4.3.Stairway ID and stairway level ID.
 - 5.8.4.4.Building Code required ID.
 - 5.8.4.5.Fire exit plan.
 - 5.8.4.6.Building directories.
- 5.8.5. Exterior sign types include:
 - 5.8.5.1.Main entrance identification.
 - 5.8.5.2.Vehicular directional.
 - 5.8.5.3.Regulatory / Warning identification.
 - 5.8.5.4.Parking areas; handicap parking, authorized vehicles, visitor parking, etc.

5.9. Materials Research/Specifications:

- 5.9.1. During the Schematic Design phase consisting of:
 - 5.9.1.1.Identification of potential materials, systems and equipment and their criteria and quality standards consistent with the conceptual design.
 - 5.9.1.2.Investigation of availability and suitability of alternative materials, systems and equipment.
- 5.9.2. During the Design Development phase consisting of activities by in-house personnel in:
 - 5.9.2.1.Development of architectural and engineering project specific draft Specifications or itemized lists and brief form identification of significant architectural materials, systems and equipment, including their criteria and quality standards.
 - 5.9.2.2.Coordination of similar activities of other disciplines.
 - 5.9.2.3.Production of design manual including design criteria and outline specifications or material lists.
- 5.9.3. During the Contract Documents phase consisting of activities of in-house architectural personnel in:
 - 5.9.3.1. Review of the development and preparation of bidding and procurement information prepared by the Construction Manager.

- 5.9.3.2. Assistance to the Owner and their agents in review of the Conditions of the Contract (General, Supplementary and other Conditions).
 - 5.9.3.3. Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.
 - 5.9.3.4. Coordination of the development of Specifications by other disciplines.
 - 5.9.3.5. Compilation of Project Manual including Conditions of the Contract, bidding and procurement information and Specifications.
- 5.10.** At the conclusion of each Design Phase (Schematic Design, Design Development and Construction Document) the A/E shall provide the Owner with two (2) sets of drawings and specifications.

6. BIDDING OR NEGOTIATION SERVICES

- 6.1. Bidding Materials services** consisting of organizing and handling Bidding Documents for:
- 6.1.1. Coordination
 - 6.1.2. Reproduction by County
 - 6.1.3. Completeness review
- 6.2. Addenda services** consisting of preparation and distribution of Addenda as may be required during bidding or negotiation and including supplementary Drawings, Specifications, instructions and notice(s) of changes in the bidding schedule and procedures.
- 6.3. Bidding/Negotiation services** consisting of:
- 6.3.1. Responses to questions from Bidders and clarifications or interpretations of the Bidding Documents.
- 6.4. Analysis of Alternates/Substitutions** consisting of consideration, analyses, comparisons, and recommendations relative to alternates or substitutions proposed by Bidders or proposers either prior to or subsequent to receipt of Bids or proposals.

7. CONSTRUCTION ADMINISTRATION

- 7.1. Submittal Services** consisting of:
- 7.1.1. Processing of submittals, including receipt, review of, and appropriate action on Shop Drawings, Product Data, Samples and other submittals required by the Contract Documents.
 - 7.1.2. Distribution of submittals to Construction Manager/Contractor.
 - 7.1.3. Related communications.
- 7.2. Observation services** consisting of periodic visits to the site at intervals appropriate to the state of the work or as otherwise agreed by the County and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work when completed will

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

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

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

7.3. Responses to Requests for Information (RFI)

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

7.4. Supplemental Documentation services consisting of:

7.4.1. Preparation, reproduction and distribution of supplemental Drawings, Specifications and interpretations in response to requests for clarification by 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 Bii

Scope Of Services

Joint-use Warehouse & Facilities Management Administration Building
May 19, 2025

Project Delivery System

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

Design Services

The Lunz Group proposes to provide professional services including architecture and interior design within The Lunz Group. Civil, Structural, MEP/FP engineering, Geotechnical and Landscape design consultation services will be provided through outside consultants contracted to The Lunz Group or their consultants.

The scope includes:

- Site Plan Layout
- Building Core and Shell
- Interior Public Spaces

Design Services Included in Proposal

DESIGN SERVICE/CONSULTANT	IN BASE PROPOSAL	CLIENT'S CONSULTANT	EXTRA SERVICE
Architecture The Lunz Group	✓		
Site Surveys		✓	
Geotechnical Investigations, Reports, and Recommendations Kimley Horn/ TBD	✓		
Environmental Surveys, Studies, or Reports		✓	
Landscape Design: Kimley Horn (Code requirement only)	✓		
Civil Engineer: Kimley Horn	✓		
Structural Engineer: TLC Engineering	✓		
Mechanical/Electrical/Plumbing Engineer: SGM Group	✓		
Telecommunications:			✓ ^{1.}
Interior Design Consultant: The Lunz Group	✓		
Graphic Design and Signage Consultant:			✓
Construction Cost Estimating Consultant:			✓
Audio-Visual Consultant:			✓ ^{1.}
Irrigation Consultant: (Part of landscape design)	✓		
Life Safety/Fire Protection: SGM Group	✓		
Security Consultant:			✓ ^{2.}

Notes to Above Table:

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

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

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

1. The Client (The County and the Sheriff's Office) will provide the design. The Design team shall put the design on the documents. The Design Team will coordinate with the County for Security, IT, and AV design. The County shall provide the design.
2. The Client (the County and the Sheriff's Office) will provide access control design. The CMAR will include the vendor as a sole-source vendor in GMP.

I – Pre-Design Services

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

Listen

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

Deliverables

- Executive Summary (11 x 17 digital presentation)
 - Review and coordination of Client supplied data.
 - Host Kick-off call with the Client and the Client's consultants to align the project team, schedule, budget and to establish the project's success metrics
 - Host Informing meeting to present site visit findings and jurisdictional due diligence.

Idea

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

Architectural Deliverables

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

Civil / Landscape Deliverables

- Survey services in support of the project shall be provided by the County. The survey will include topographic information and adjacent boundary lines within the proposed development areas. Full boundary surveys are assumed to not be needed

due to the large area being owned by the County. The following Survey services shall be performed under the responsible charge of a professional surveyor and mapper registered in the State of Florida:

- Preparation of a Topographic Survey for a portion of the final selected site. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
- Right-of-way lines and property lines shall be mapped from available public records & field control;
- Elevations shall be measured at an approximate 50-foot grid, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
- Topography shall extend for the full right-of-way of adjacent roadways, and 50 feet beyond the development areas;
- Elevations shall be referenced to the North American Vertical Datum of 1988;
- Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible;
- Those trees within the upland portion of the subject property that are 5-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted. NOTE: Trees will be located within the first 5 feet of the topographic overlap;
- All pavement striping shall be located and mapped;
- Right-of-way lines shall be mapped from available public records & field control;
- Pre-Application Meetings
 - Coordinate and attend one (1) pre-design or pre-application meeting with the Southwest Florida Water Management District (SWFWMD)
 - Coordinate and attend one (1) pre-application or pre-design meeting with the City of Bartow and the Polk County LDD.
- Site Research Kimley-Horn will review readily available online information and information provided by the Client and County to help assess the following:
 - Stormwater requirements based on previously approved permits
 - Existing utilities and potential for serving the site including water and sanitary sewer
 - Topographic limitations based on the Client's preliminary building footprint to be provided in CAD format
 - Review of applicable previous record drawings and asbuilt plans that are provided by the Client and/or County (if Available)
 - Provide a short memorandum summarizing our findings
 - Coordinate a flow test to determine available water design parameters with the City of Bartow.
 - Request sanitary sewer force main connection design parameters from City of Bartow Utilities.

Meetings

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

II - Schematic Design Phase Services

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

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

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

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

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

Civil / Landscape Deliverables

- Civil Site
 - Kimley-Horn will prepare an engineered site plan and submit to the Client and County for up to two (2) rounds of comments to the site plan. Modify the site per the Client and County comments, as appropriate.
 - Preliminary Stormwater Analysis to determine stormwater management system dimension requirements.
 - Preliminary Utility Service Plan for water and sanitary sewer connections.
 - Preliminary Site Grading plan.
 - Provide the schematic sheets for inclusion in the Client's overall plan set.
- Geotechnical Engineering: Kimley-Horn and Associates will subcontract with Imperial Testing and Engineering, Inc. to provide a final geotechnical engineering evaluation for the proposed site infrastructure and building to include:
 - Call in a utility locate.
 - Mobilize to the site with drill rig and water trailer.
 - Install four (4) standard penetration tests (SPT) to 40 feet deep inside the footprint of the building.
 - Install seven (7) soil borings to 10 feet in the proposed pavement areas.
 - Install six (6) soil borings to 15 feet in the proposed stormwater pond area.
 - Conduct horizontal and vertical permeability tests at two locations within the pond.
 - Determine the seasonal high-water table at select boring locations.
 - Abandon the boreholes with native soil or bentonite.
 - Conduct necessary laboratory testing for classification purposes up to: 8 -200 washes, 2 Atterberg Limit, 2 Loss on Ignition
 - Prepare a subsoil report with recommendations for foundation, pavement and stormwater pond design

Structural Deliverables

- Written narrative including assumed loading, structural gravity and lateral system.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry

- Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout
- Sustainability goals for the Owner shall be adhered to with regard to mechanical unit selection, plumbing fixtures, and light fixtures for compliance with Energy Star.

Meetings

- Schematic Design Progress Meeting (One (1))
- Schematic Design Presentation (One (1))

III – Design Development Phase Services

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

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

- Building Department
- Fire Marshall
- Department of Health
- Zoning Commission
- Planning Commission
- Design Review Board
- Polk County LDD for County Roads

For utilities, The Lunz Group will:

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

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

- Usable Area
- Area per Person
- Parking Count

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

- Structural
- Mechanical
- Electrical
- Plumbing

Architectural Deliverables

- Meeting Minutes.
- Code Research

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

Civil / Landscape Deliverables

- Refine the site plan based on further developed architectural, structural, and building utility plans.
- Refine Stormwater Analysis to determine stormwater management system dimension requirements
- Preliminary demolition and erosion control plan
- Preliminary sizing of onsite storm drains
- Refine Utility Service Plan for water and sanitary sewer connections
- Preliminary lift station calculations
- Preliminary fire flow calculations (if required)
- Preliminary Site Grading plan
- Provide the schematic sheets for inclusion in the Client's overall plan set
- Provide preliminary code compliant landscape drawings and schematic
- Provide one (1) round of engineer's opinion of probable construction cost
- Code compliant Design Development level landscape plans

Structural Deliverables

- 20% level design with plans and typical details.

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility

- Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting
 - Lighting fixtures, plans, circuiting, controls, and photometry
 - Fire alarm risers, layouts, and details
 - Voice/data risers, layouts, and details
 - Access control, Intrusion Detection
 - AV/IT/Access Control/ Card Reader systems as specified/designed by Sheriff Office IT/ County
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs
 - Fixture selection
 - Storm drainage for facility interior
- Fire Protection Designs to include:
 - Fire protection hazard classifications
 - Full piping and head layout

Meetings

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

IV – Construction Documents / Permitting Phase Services

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

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

- Usable Area
- Area per Person
- Parking Count

Architectural Deliverables

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

Civil / Landscape Deliverables

- Civil Site Drawings to include:
 - Cover Sheet
 - Erosion and Sedimentation Control
 - Site Demolition and Clearing
 - Grading, Paving and Drainage
 - Stormwater Management
 - Roadway Widening Plan and Cross-Section Sheets (if required)
 - Utilities including potable water service connection and sanitary sewer service connection
 - Lift Station plan and details

- Civil Site Construction Details
 - Stormwater Pollution Prevention Plan
 - Code compliant landscape and irrigation plans
- Kimley-Horn will coordinate with Client to incorporate other utility services designed by others into the drawings. Such utilities shall be provided by the Client as an Xref in an AutoCad format. Such utilities may include, but are not limited to, electric, natural gas, fire suppression, telephone/telecom. Site lighting pole foundations, if any, will be included if provided by the Client as an Xref.
- Kimley-Horn will prepare specifications in the form of on-drawing notes. A separate specification manual is not included in this proposal.
- Prepare final drainage calculations consistent with the City of Bartow and SWFWMD's design criteria for the stormwater management system associated with the project, as applicable. The drainage calculations will be used to size required ponds and set grades for the site. Hydraulic calculations will be prepared to size the stormwater collection and conveyance system. Prepare a stormwater report summarizing the analysis and results.
- Provide analysis and design for a private lift station that will serve the development. The design will include supporting calculations for wet well size, lift station pump size, and hydraulic calculations for the force main size. A lift-station plan with supporting details will be included in the construction documents.
- Civil Site Permitting Kimley-Horn will prepare permit applications and supporting documents for permit review with the following agencies:
 - City of Bartow – Site Plan/ Construction Document review
 - Southwest Florida Water Management District – Modification to the existing Environmental Resource Permit
 - Florida Department of Health Polk County – Exemption for Public Water Main Extension permit
 - Florida Department of Environmental Protection – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System
 - Polk County LDD on County Owned Roads
 - Kimley-Horn will attend one (1) meeting per regulatory agencies. Revisions to construction documents are limited to two (2) per agency.

Structural Deliverables

- Construction Documents
 - 50% level design with plans, specific and typical details
 - 100% Construction/Permit Documents
 - Signed and sealed construction/permit drawings

MEP/FP Deliverables

- Mechanical Designs to include:
 - Energy calculations
 - Full HVAC throughout facility
 - Ductwork, diffuser, VAV, AHU, layout
 - Chilled water design (air cooled)
 - Electric heat
- Electrical Designs to include:
 - Power one-lines, calculations, device layout, circuiting.
 - Lighting fixtures, plans, circuiting, controls, and photometry.
 - Fire alarm risers, layouts, and details.
 - Voice/data risers, layouts, and details.
 - Access control, Intrusion Detection.
- Plumbing Designs to include:
 - Domestic hot/cold water and sanitary designs.
 - Fixture selection.
 - Storm drainage for facility interior.
- Fire Protection Designs to include:
 - Fire protection hazard classifications.

- Full piping and head layout.

Meetings

- Construction Documents Progress Meeting (One (1))

Construction Phasing

Construction Documents will be produced in one package.

Bidding Documents

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

Conditions Of Construction Contract

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

V - Bidding Or Negotiation Phase Services

- Services include:
 - On site pre-bid conference (One (1))
 - Response to bidders' requests for clarifications

VI –Construction Phase Services

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

Deliverables

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

Meetings

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

Construction Period

This Scope of Services is based on a 20 (20) bi-weekly construction period to Substantial Completion. Services provided after this timeframe shall be compensated as Additional Services. The Lunz Group has identified five hundred and forty (540) man hours associated with the construction administration of the project. Any time beyond what is identified can be addressed as an additional service.

VII – Post Completion Services

No Post Completion services included.

Travel

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

Person-trips	Kick Off	Pre-Design	SD	DD	CD	CA
Architecture	1	2	2	2	1	22
Civil / Landscape	1	1	1	1	1	4
Structural	1	1	1	1	1	4
MEP/FP	1	1	1	1	1	4
Total	4	5	5	5	4	34

Construction Cost Estimates

The Lunz Group will review estimates prepared by Construction Manager at Risk at each phase for scope and conformance with the drawings.

Qualifications

The following items are qualifications to the proposal outlined above.

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

Architectural Additional Services

The following items are services that are additional to the proposal outlined above. These services will only be provided if requested by the Client and will be billed at the hourly rates noted herein or as a lump sum depending on the nature of the service. These would be eligible for use against the Allowance line item.

- Change Orders, Change Directives or revisions to the design and construction documents after previous Client approvals.
- Value engineering and modification to design and construction documents and specifications requiring preparation of design and construction documents for alternate pricing or re-pricing.
- Preparation of Construction Documents for Alternates.
- Additional submission packages exceeding the number specified in our basic services.
- Cost Estimation
- Detailed Quantity Survey of the Project.
- Attendance at multiple Pre-Bid Conferences.
- Field visits and Construction Phase Services or providing scheduled periodic representation in the field during construction beyond that stipulated in our basic services.
- Substantial Completion Inspections in excess of one inspection.
- Final Completion Inspections in excess of one inspection.
- Services in connection with the activities of separate construction contractors.
- Professional services due to default of the Client's consultants, other design professionals, General Contractor or by major defects in the work.
- Submissions for Government approval other than for building permit.
- Review and approval of proposed alternates or substitutes.
- Coordination and review of the Client's other consultants' drawings and specifications requiring adjustments and modifications to The Lunz Group's documents.
- Multiple Reviews of Shop Drawings and Submittals beyond one (1) original review and one (1) resubmittal.
- Acoustical Design Services.
- Specialty Lighting Design Services.
- Building Commissioning Services.
- Renderings and Models beyond those stipulated in our basic services.
- Electronic Modeling (walkthroughs and fly-bys).
- Wind Analysis.
- Life Cycle Analysis.
- Marketing / Leasing Brochures.
- Record Drawings prepared from the General Contractor's as-built drawings upon completion of project.
- Meeting time beyond that stipulated in our basic services.
- Enhanced clash detection to help with model coordination before construction phase.
- BIM Model with LOD higher than 300.
- LEED or WELL certification.
- Low Voltage systems.

Civil / Landscape Additional Services

- Flood study or FEMA permitting
- Traffic due diligence/ Traffic Impact Analysis
- MOT plans
- Sand Skink surveys

- Impact fee analysis
- Preparation of sketch and legal descriptions for proposed easements
- Design for signage, hardscape, and enhanced landscaping
- Cultural Resource Assessment Survey
- Architectural or structural engineering services
- Site lighting
- Hardscape design
- Environmental Site Assessments, hazardous material surveys or abatements.
- Grease traps, oil/grit separators, fuel tanks, pumps or other hazardous material storage/ secondary containment.
- Tortoise survey/ relocation fees
- Any environmental permitting not specifically included.
- Tree mitigation surveys or services.
- Phase I, Phase II ESA
- Any services not specifically defined in the Scope of Services
- The following information shall be provided by the Client and/or County. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.
 - Site record and/or asbuilt drawing information for the existing site in AutoCAD
 - Permit application/review fees
 - Architectural Conceptual Site Plan in AutoCad Format

Structural Additional Services

- AIA Document B101 – 2017 Edition – Abbreviated Standard Form of Agreement Between Owner and Architect, Article 4.
- Construction site visits or attendance at design review meetings, as requested by the Owner or Client, in excess of the number of site visits defined in this proposal.
- Value Engineering meetings and subsequent engineering or design revisions to incorporate accepted value engineering items, including changes to system design after construction documents have been completed.
- Significant revisions to the program, design philosophy or Architectural plans after Design Development approval, or to systems selected following schematic phase, and which result in redesign expenses.
- Design phase restart if the project is put on hold for any reason, exceeding 45 days.
- BIM Modeling level of detail, Model deliverables and TLC's role in the coordination process beyond the scope identified.
- Detailed project phasing, preparation of multiple phasing plans, or preparation of multiple sets of construction documents or document packages.
- Change in applicable code, resulting in redesign effort or expenses.
- Document reproduction beyond those required for in-house coordination and submittals as outlined above.
- Design of swimming pool or aquatic features.
- Design of site features, signs, and other amenities outside of building footprint and not directly attached to the building. (Ex: canopies/awnings, site retaining/sound walls, light pole/flag poles & foundations, generator/trash enclosures, benches, bollards, etc.).
- Delegated designs such as cold-formed steel framing, pre-cast and steel stairs, aluminum framing, handrails/guardrails, mechanical curb/frames and their attachment to structure, etc.
- Development of "as-built" or record drawings.
- Detailed cost estimating services.
- Design of unconventional foundation systems including vibrocompaction, vibroflotation, piles, mat foundation, or design to accommodate potential sinkhole activity. Proposed design is based on conventional spread foundation systems.
- Contractor design requests/means and methods such as tower cranes and foundations, scaffolding, temporary access points into the building, temporary construction equipment/loading the building, staging of material or equipment, etc.
- Threshold/AHCA Inspection Services.
- Information to be furnished by the client
 - Copy of Owner-Architect Agreement.
 - Updated, CAD-generated pre-bordered base sheets, site plans, elevations, building sections, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit).

- Catalog cut sheets for Owner-furnished equipment and equipment requiring structural support. Cut sheets shall indicate all weights and support conditions.
- Reliable and accurate existing drawings. Extensive field verification or development of as-built documentation of existing systems is not anticipated or included in our scope.
- Any special engineering survey limitation considerations, notably areas where asbestos is present within the facility.

MEP/FP Additional Services

- Progress cost estimates of construction costs are excluded from our scope of services.
- Redesign to provide for VE ideas to be incorporated.
- Any permitting cost including but not limited to application fees, agency fees, impact fees and environmental fees.
- Fundamental and enhanced commissioning are excluded. These services can be provided by SGM at additional cost.

Client's Responsibilities

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

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

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

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

End Of Scope of Services

Exhibit C

Compensation

Polk County Sheriff's Office - Polk County Joint-use
Warehouse & Facilities Management Administration Building

Compensation for Professional Services

The Lunz Group will provide professional services on a lump sum basis. Client will pay The Lunz Group a fee of **\$1,117,825.00** including allowances. The base building design fee is 6.15% based on the anticipated \$15,000,000 vertical building cost. The percentage is in line with the Department of Management Services (State of Florida) Fee Curve. Invoices shall be issued monthly based on a percent complete basis. Changes to the scope of work including changes to previously approved documents, project schedule, project scope, project budget, or scope of services will result in additional services. The additional services will be performed at the hourly rates below or for an agreed upon lump sum.

Lump Sum Fee Breakdown

Architectural & Engineering

a. Concept Design	\$ 84,575.00
b. Schematic Design	\$139,375.00
c. Design Development	\$276,750.00
d. Construction Documentation	\$276,750.00
e. Bidding/ Permitting Phase Services	\$ 1,000.00
f. Construction Administration Phase Services	\$137,375.00
Base Building Design Sub-Total:	\$915,825.00

Site Design

g. Meetings & Coordination	\$ 10,000.00
h. Pre-application Meetings	\$ 2,500.00
i. Site Research/ Concept Plan	\$ 8,750.00
j. Site Coordination (A/MEP/Structural)	\$ 15,000.00
k. Civil Site – Schematic Design	\$ 17,750.00
l. Design Development	\$ 26,000.00
m. Civil Construction Documents	\$ 26,500.00
n. Civil Site Permitting	\$ 12,000.00
o. Geotechnical Engineering	\$ 15,000.00
p. Limited Construction Administration Services	\$ 18,500.00
Site Design Sub-Total	\$152,000.00
Site Design & Architectural & Engineering Sub-total	\$1,067,825.00

Allowances (Additional Services)

Allowances	\$50,000.00
Allowance Sub-Total	\$50,000.00
Total Fee with Allowances	\$1,117,825.00

Potential Services for Allowances:

This list is not inclusive of all potential services and the services are not limited to these described below.

- | | |
|---|---|
| - Signal Warrant Analysis | - Sand Skins Surveys |
| - Wetland JD/ Endangered Species Survey | - Water Source Evaluation |
| - Polk County Required Flood Study | - Major Traffic Analysis (TIA) |
| - SUE – (including Level B and A) | - Wayfinding |
| - Intersection Control Evaluation | - Cultural Resource Assessment |
| - Gopher Tortoise Relocation/ Permitting | - Impact Fee Analysis |
| - CCD/CO revisions after approved submissions | - Environmental Site Assessments |
| - Detailed Quantity Surveys | - LEED/ WELL/ Green Globe Certification |
| - Life Cycle Cost analysis | - BIM Model with LOD higher than 300 |
| - Specialty Lighting | - Record Drawings |
| - MOT plans | - Marketing/ Lease Brochures |

Reimbursable Expenses

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

Fast Track Process

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



EXHIBIT D

SCHEDULE OF REIMBURSABLES

- | | | |
|----|---|---|
| 1. | Subcontractor Services | Actual Costs |
| 2. | Travel Expenses | In accordance with Chapter 112.061, F.S.; |
| | 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) | |