

AGREEMENT BETWEEN COUNTY AND FIRM

This Agreement Between County and Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **The Lunz Group, Inc.**, located at 58 Lake Morton Drive, Lakeland, FL 33801, possessing FEIN# 59-2853955 (hereinafter referred to as "FIRM") under seal for the Marion County Sheriff's Office Helicopter Hangar Design, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Bid #21Q-095 - Marion County Sheriff's Office Helicopter Hangar Design, the Offer, Project Bid Scope and or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance and Notice to Proceed.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 2 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and FIRM.

Section 3 – Term. This Agreement shall commence upon Board Approval, and execution of all parties; and will conclude upon the Project's final completion ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 21Q-095 to perform the design for the Marion County Sheriff's Office Special Operations Hangar, more fully set forth on Exhibit A hereto – The Proposal, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Seventy-Six Thousand Eight Hundred Forty Dollars (**\$76,840.00**), (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide 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;
- 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 and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 11 – Indemnification. FIRM shall indemnify and hold harmless COUNTY, its officers, employees, and agents from all suits, claims, or actions of every name and description brought against COUNTY for liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM in the performance of this Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 12 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 13 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 14 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 15 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 16 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 17 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 18 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.

- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for a least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 21 – FIRM Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with FIRM's work or at FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual

harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 22 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 23 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 24 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
- c. Been engaged in business operations in Cuba or Syria; or
- d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:

- a. Submitted a false certification as provided under Section 287.135(5), F.S.;
- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
- c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 25 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 26 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 27 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – The Proposal.**

Section 28 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: The Lunz Group, Inc.
58 Lake Morton Drive, Lakeland, FL 33801
CONTACT PERSON: Bradley T. Lunz | Phone: 863-682-1882

COUNTY: Marion County Facilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: blunz@lunz.com and mbriggs@lunz.com. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

**MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA**

JEFF GOLD DATE
CHAIRMAN

**BCC APPROVED: August 17, 2021
21Q-095 | Marion County Sheriff's Office Helicopter
Hangar Design**

THE LUNZ GROUP, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

EXHIBIT A



Architecture | Interior Design

June 16, 2021
REVISED July 7, 2021

Mr. James Huber
Project Manager - Facilities Management
Marion County Board of County Commissioners
2602 SE 8th Street
Ocala, Florida 34471

Re: Professional Services for Marion County Sheriff's Office Helicopter Hangar Design at Ocala International Airport (OCF)

Dear Jim,

Thank you for the opportunity to provide our services to Marion County for the new Helicopter Hangar at OCF.

Our understanding is that we will provide architectural and engineering services for a new Hangar.

The project is scoped to be a new hangar facility of approximately 28,600 SF located on the southeast corner of Ocala International Airport (OCF). The Hangar project will support storage for:

- Helicopters
- Office Space for Sheriff
- Conference Room of about 1,500 SF
- Storage Area for Special Operations Vehicles and Equipment
- 12,000 Gallon Jet-A Fuel Farm
- Two (2) - Helipads with Edge Lighting, underground electrical helicopter starting circuits and two (2) underground remote fuel locations at each Helipad
- Parking for a minimum of twenty-five (25) vehicles
- The Hangar will also support components as:
 - o POL Fire Proof Room w/ Exhaust, Washer/Dryer and Large Sink
 - o 500lb Ice Machine
 - o Six (6) Burner, Dual Oven Stove and 2 Large Refrigerators
 - o Two (2) Electrical Helicopter Starting Circuits Underground (one per Helipad)
 - o Wash Rack
 - o Dive Tank Refill and Test Station
 - o Outdoor Break Area
 - o Two (2) Bay Dog Kennel with Dog Run

Final program to be developed in first phase of the project.

Project Budget is \$4.5 Million for the hangar. Fees are based on the Florida DMS Fee worksheet, between Complexity "D" and "E".

The following is a brief outline of our proposed Scope of Services:

We will provide architectural and engineering services as it relates to the new Helicopter Hangar. The scope of this proposal covers design services from programming through schematic design. Services include Architectural, Concept Site Design, Mechanical, Electrical, Structural, Plumbing, and Fire Protection. Balance of tasks defined below for

58 Lake Morton Dr.
Lakeland, FL
33801-5344

PHONE
863.682.1882

FAX
863.687.6346

WEBSITE
www.lunz.com

EXHIBIT A

Marion County Sheriff's Helicopter Hangar
Marion County Board of County Commissioners
REVISED July 7, 2021
Page 2

completion of project. Fees shall be established and provided at the conclusion of schematic design.

Low voltage coordination to include:

Telecom, network, Alert / Paging, cameras, and Card Access: Documentation will illustrate category cable 6 or greater run, terminations on both ends for both the wired and wireless networks. Marion County IT Team to provide equipment they will utilize. – Proper electrical considerations to accompany this system both in voltage and amperage with respects to the head end of the system and system components.

Radio – Documentation will illustrate category 6 or greater run, with terminations on both ends. Coordination with Motorola and Marion County SO. Vendor and County Department to provide equipment they will utilize.

Emergency Generator Design - Provide a diesel fueled, permanent backup generator to support the entire building operations in the event of a power outage. Generator size (kW) and run-time (hours) to be determined based on equipment loads and Owner requirements. The design will include an Automatic Transfer Switch (ATS) to connect the generator to the building's electrical distribution switchboard. Peripheral connections to the generator such as fire alarm, annunciator panel monitoring, fuel level, etc. shall be included. Scope will also include team coordination meetings with facilities staff and vendors, as necessary.

Services such Civil, Site Adaptation and Design, Landscape Architecture, Survey, and other site-specific services are included in this proposal under Tasks 6 thru 9: Site Design.

This project is broken into nine (9) tasks, Programming/Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and Site Design, (Surveying Services, Conceptual Plan, Site Development Plans and Permitting, and Limited Construction Phase Services). This proposal is for Tasks 1, 2, 6, and 7. Tasks 3-5 and Tasks 8-9 are defined but no fee is associated this time.

Schedule to be developed with the facilities department.

Meetings and revision periods in each task are not restructured by quantity or duration, rather a fair and reasonable approach based on level of detail will govern.

Task 1: Programming/ Conceptual Design

The Lunz Group shall review the program and other information furnished by the County, and shall review laws, codes, and regulations applicable to our services. The Lunz Group shall prepare a preliminary evaluation of the County's program, schedule, budget for the Cost of the Work, project site, the proposed procurement and delivery method, and other initial information.

We will conduct a site visit and meeting to review the existing hangar with a duration that is fair and reasonable based on the level of detail presented. The goal of this meeting will be to develop an understanding of the workflows and department specific needs.

We will conduct a design meeting with the key stakeholders with a duration that is fair and reasonable based on the level of detail presented. The goal of the meeting is to conform scope and develop a conceptual floor plan. Design goals will be established setting priorities. A timeline for deliverables will be established at the meeting.

EXHIBIT A

Marion County Sheriff's Helicopter Hangar
Marion County Board of County Commissioners
REVISED July 7, 2021
Page 3

Task 2: Schematic Design

Based on feedback from Conceptual Design, a refined plan and two (2) different elevations will be produced and delivered to the County for approval. We anticipate commentary and are prepared for one round of changes based on feedback from the refined plan. Visualization and VR may be utilized to communicate goals. Meetings will be held based on the level of detail presented (Virtual via Teams) within a duration that is fair and reasonable.

Task 3: Design Development

Based on the County's approval of Schematic Design Documents, and on its authorization of any adjustments in the Project requirements, The Lunz Group shall prepare Design Development Documents for the County's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Documents and shall consist of drawings and other documents including plans, sections, one of the two schematic elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to architectural, structural, mechanical, and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems as well as establish, in general, their quality levels. A meeting within a duration that is fair and reasonable based on the level of detail presented is accounted for in this scope for a page turn / review at delivery of the milestone. A Construction Estimate will also be provided by the firm.

Task 4: Construction Documents

This task will be delivered in three (3) milestones.

Task 4a: Construction Documents (Issued for Owner Approval)

Based on County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for the County's approval. The level of completion will be approximately 50% of the task. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Task 4b: Construction Documents (Issued for Building Permit/Bid)

Based on County's approval of 50% Construction Documents, and on the County's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for Issuance for Permit. Documents shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work. Delivery of the milestone will be provided digitally as a pdf.

Task 4c: Construction Documents (Issued for Construction)

Pending any review comments from the building department and inclusion of addenda from bidding, The Lunz Group will develop an Issued for Construction set. The County and Architect acknowledge that, in order to perform the work, the contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which The Lunz Group shall review during Construction Administration. We will require a meeting in this scope for a page flip during this juncture to ensure that all parties are in agreement with the content of the drawings.

EXHIBIT A

Marion County Sheriff's Helicopter Hangar
Marion County Board of County Commissioners
REVISED July 7, 2021
Page 4

Task 5: Construction Administration

Our team has allotted time for twenty-two (22) site visits during the construction phase of the project, allowing for additional visits to the site outside of the traditional bi-weekly construction meeting for Pre-installation meetings, Punch-list and Final as needed.

Review of all shop drawings, RFI response, review of Pay application requests, and issuance of ASI/CCOs are included. Excessive RFIs, shop drawings, and CCOs will be billed back hourly.

Site Design services specifically set forth below.

Task 6: Surveying Services

Our Team will procure the following survey services through a local surveying subconsultant.

- A. Surveyor will provide project area legal description
- B. Surveyor will provide topographic survey with the following:
 - 1. Topography with 100' overlap, (NAVD-88 Datum)
 - 2. 1' contour intervals
 - 3. Spot Elevations
 - 4. Trees (4" or larger)
 - 5. Visible Utilities
 - 6. Existing Improvements
 - 7. State Plane Coordinates
 - 8. Locate Centerline of Runway (in front of site)
 - 9. Create coordinates of 4 corners of proposed building

Task 7: Conceptual Plan

- A. Our team will coordinate with the Client to provide one conceptual layout plan for the Project. The Client will provide building footprints for use in preparation of the layout plan. Our team will revise the layout plan one time in response to review comments from the Client.

Task 8: Site Development Plans and Permitting

- A. Our Civil Engineer will prepare site development plans for the Project improvements. The plans will assume a single phase of construction activities. Building architecture plans, including all infrastructure connections (water, sewer, fire, roof drains, entrance locations, etc.) will be made available to our team in electronic AutoCAD format at the time of our design work. Design of common areas (if any) will be provided by the Client.
- B. Our Civil Engineer will prepare one set of "Code Minimum" landscape architecture and irrigation plans (i.e. these plans will address only the code requirements of the City of Ocala).
- C. Our Civil Engineer will prepare an application to the City of Ocala for site development plan approval.
- D. Our Civil Engineer will provide responses to up to two rounds of comments from City staff regarding the site development plan application.
- E. Our Civil Engineer will prepare one application for an Environmental Resource Permit to the Southwest Florida Water Management District (SWFWMD) and respond to normal and typical comments from SWFWMD regarding the permit application.

EXHIBIT A

Marion County Sheriff's Helicopter Hangar
Marion County Board of County Commissioners
REVISED July 7, 2021
Page 5

- F. Our Civil Engineer will prepare the GAA Part 77 Plan which will show the location of the proposed hangar in relationship to centerline of the runway both horizontally and vertically.
- G. Our Civil Engineer will prepare one set of final construction plans and permits for delivery to the Client. This Agreement does not include bid packages or bid administration, but these can be provided as an Additional Service if requested by the Client.
- H. Our Civil Engineer will prepare one Engineer's Probable Site Construction Cost for the project.

Task 9: Limited Construction Phase Services

During construction of the Project our Civil Engineer will provide the construction phase services specifically stated below:

- A. *Pre-Construction Conference.* The Civil Engineer will attend a Pre-Construction Conference prior to commencement of construction activity.
- B. *Visits to Site and Observation of Construction.* The Civil Engineer will make bi-weekly visits for up to 10 months during the Project's construction phase in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement and similar methods of general observation. The Civil Engineer will not supervise, direct, or have control over Contractor's work, nor shall the Civil Engineer have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. The team does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- C. *Clarifications and Interpretations.* The team will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- D. *Shop Drawings and Samples.* The Team will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- E. *Substantial Completion.* The Civil Engineer will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- F. *Final Notice of Acceptability of the Work.* The Civil Engineer will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that the Civil Engineer may recommend final payment to Contractor. Accompanying the recommendation for final payment, the Civil Engineer shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Design Professional's knowledge, information and belief based on the extent of its services and based upon information provided to the team.
- G. Following completion of all work, and receipt of signed and sealed as-built surveys and testing reports, the Civil Engineer will prepare agency permit certifications to the following agencies and submit them for processing:
 1. City of Ocala
 2. Southwest Florida Water Management District

EXHIBIT A

Marion County Sheriff's Helicopter Hangar
Marion County Board of County Commissioners
REVISED July 7, 2021
Page 6

Task 10: Standard Penetration Test (SPT)

The Geo-Technical scope of services for this project will consist of six (6) Standard Penetration Test (SPT) soil borings to depths of thirty (30) feet below existing site grade in the proposed building areas.

The Lunz Group and our consultants will perform the Scope of Services for the fees shown below.

Task 1: Programming / Concept Design	\$ 17,500.00
Task 2: Schematic Design	\$ 39,970.00
Task 3: Design Development	TBD
Task 4: Construction Documents	TBD
Task 5: Bidding / Construction Administration	TBD
Building Design Fee:	\$ 57,470.00

Site Design Services:

Site Design:

Task 6: Surveying Services	\$ 7,100.00
Task 7: Conceptual Plan Surveying Services	\$ 7,900.00
Task 8: Site Development Plans and Permitting	TBD
Task 9: Limited Construction Phase Services	TBD
Site Design Fee:	\$ 15,000.00

Geotechnical Services:

Task 10: Standard Penetration Test (SPT)	\$ 4,370.00
Site Design Fee:	\$ 4,370.00

TOTAL DESIGN FEES: **\$ 76,840.00**

Reimbursables

Reimbursable expenses include expenses incurred by The Lunz Group and consultants directly related to the project. This may include mileage, additional site visit requests, fees for permitting, printing, delivery and other similar project-related expenditures. Reimbursables will be billed according to the attached fee schedule.

EXHIBIT A



THE
LUNZ
GROUP

PHONE 863.682.1882
FAX 863.687.6346

58 Lake Morton Drive
Lakeland, FL 33801-5344

www.lunz.com
LIC: AR94778

CURRENT SCHEDULE OF FEES FOR PER DIEM SERVICES

DISCIPLINE	RATE/HOUR
Architect Principal	225.00
Staff Architect	175.00
Interior Designer	135.00
Project Manager	159.00
Senior Technical	125.00
Junior Technical	75.00
Clerical	50.00

MISCELLANEOUS EXPENSES	RATE
Plots B/W 24 x 36, 30 x 42 on Translucent Bond	2.00/2.50 per SF
Plots Color	10.00 per SF
Xerox Copies, ea. Mass reproduction 8 1/2 x 11	.20
Xerox Copies, ea. Mass reproduction 11 x 17	.40
Xerox Copies, ea. Mass reproduction 12 x 18	.50
Travel, per mile, portal to portal	Per IRS Rates
Printing, Graphics, Photography, Postage, etc.	Cost + 15%
Long Distance Telephone Charges	Cost + 15%
Out of Town Expenses (Room, Board)	Cost + 15%
Permit and Application Fee Advances	Cost + 15%
Overnight Deliveries	Cost + 15%
Courier Services	Cost + 15%
Interior Furnishings Purchases	Cost + 15%

Subcontracts, if required, such as soil investigations, acoustical consultants, land surveys, etc., not included in base contract: Cost plus fifteen percent (15%) to cover administration costs.

Consulting engineers: Their standard per diem rates plus fifteen percent (15%) to cover administration costs.

Sales Tax: Seven percent (7.0%) on furnishings purchased by The Lunz Group in accordance with Florida state law.