

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 Prototype Design for EMS Structure, (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 #20Q-104 - Prototype Design for EMS Structure, 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.

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 the start date listed on the Notice to Proceed, when issued, 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. Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work, defined herein, will proceed in a timely manner without delays.

Section 4 – Scope of Services. FIRM shall complete the Work for Project 20Q-104, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Two Hundred Fourteen Thousand, Eight Hundred Sixty Dollars (**\$214,860.00**), (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 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – 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 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – 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 11 – 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

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 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – 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 18 – 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 19 – 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.
- a) 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.

- b) 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.
- c) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- d) 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.
- e) 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.
- f) 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.
- g) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- i) 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.
- j) 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 20 – 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 21 – 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 22 – 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 23 – 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 24 – 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 25 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM 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 the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM 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 the Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. FIRM is found to have:
 - 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.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
 - a. Met either prohibition set forth in Section “25(B)(2)” above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. FIRM is found to have:
 - a. Met any prohibition set forth in Section 25(B)(4)” above or
 - b. 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.

OR

7. Was entered into or renewed on or after July 1, 2018, and

8. FIRM is found to have met any prohibition set forth in Section “25(B)(4)” above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the 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. FIRM 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 26 – 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 27 – 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 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A - Work for the project.**

Section 29 – 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:

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

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

JEFF GOLD DATE
CHAIRMAN

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

BCC APPROVED: May 4, 2021
20Q-104 | Prototype Design for EMS Structure

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

THE LUNZ GROUP, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

EXHIBIT A

THE LUNZ GROUP

Architecture | Interior Design

December 9, 2020
(Revised) April 14, 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 Ocala Central EMS Station and Prototype Development

Dear Jim,

Thank you for the opportunity to provide our services to Marion County for the EMS Station and prototype development.

Our understanding is that we will provide architectural and engineering services for a new EMS Station Prototype. The intent is that the building will have a modular design that is meant to be used as a repeatable system, easily adapted according to various spatial requirements, and thus deployable across a number of urban and rural contexts throughout the County – the number of these yet to be determined.

The first site has been identified as Central Station in Ocala. The prototype EMS Station will include eight (8) pull-through bays with side storage space for department utility equipment. The building will include a central living area for a minimum staff of 20 living/sleeping areas (eight (8) crew shared bedrooms and officer quarters) dedicated to EMS personnel, and include:

- Restrooms
- Shower Facilities
- Full Kitchen
- Exercise/Fitness Room
- Workspaces
- Training Rooms

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

Phasing for scale will be accommodated in the design. Two different areas are identified as options and will be developed to completion of Construction Documents. These we will be designed as bid alternates. These areas as increased apparatus bays and increased dorm rooms.

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 EMS Station Prototype. The scope of this proposal covers design services from programming through construction documentation. Services include Architectural, Concept Site Design, Mechanical, Electrical, Structural, Plumbing, and Fire Protection. Construction Administration fee is defined based on Guaranteed Maximum Price (GMP) of the selected Construction Manager at Risk (CMAR) for each site. Coordination with HVAC and plymovent system is anticipated and will be coordinated with Marion County.



58 Lake Morton Dr.
Lakeland, FL
33801-5344

PHONE
863.682.1882

FAX
863.687.6346

WEBSITE
www.lunz.com

LIC: AAC001580

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 FD. Vendor and County Department to provide equipment they will utilize.

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

This project is broken into six (6) tasks, Programming/Concept Design, Schematic Design, Design Development, Construction Documents, Construction Administration, and Site Design.

Schedule provided as an attachment for proposed duration of phases.

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 (1) 2-hour site visit and meeting to review existing stations. The goal of this meeting will be to develop an understanding of the workflows and department specific needs.

We will conduct (1) 4-hour design meeting with the key stakeholders. The goal of the meeting is to conform scope and develop a conceptual floor plan. Firematic and design goals will be established setting priorities. A timeline for deliverables will be established at the meeting.

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. Two (2) meetings with a total time of three (2) hours is anticipated (Virtual via Teams).

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

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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. One (1) meeting of two (2) hours 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. One meeting of two (2) hours is accounted for in this scope for a page turn/ review at delivery of the milestone.

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. No page turn is allocated with this milestone. We will require a meeting after drawings have been reviewed so all parties are in agreement with the content of the drawings.

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 one (1) 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.

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 (limited to two (2) times per specification section), RFI response, review of Pay application requests, and issuance of ASI/CCOs are included. Excessive RFIs, shop drawings, and CCOs will be billed back hourly.

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Task 6: Site Design

This scope and fee will be developed as an additional service once the site has been selected.

The lump sum for all services shall be **\$214,860.00**, not inclusive of allowances, and is further detailed below:

Task 1: Programming / Concept Design 7.5%	\$ 17,500.00
Task 2: Schematic Design 7.5%	\$ 14,500.00
Task 3: Design Development 30%	\$ 67,000.00
Task 4: Construction Documents 35%	\$ 80,200.00
Task 5: Bidding / Construction Administration 20%	\$ 35,660.00
Total Fee:	\$ 214,860.00

Services Outside DMS Scope

Civil, Geotech, and Survey Allowance	\$80,000.00
Reimbursable Allowance	\$2,000.00

Additional Stations would be billed using a re-use fee not inclusive of civil engineering. Minor modifications that do not impact building systems to adjust for the site would be performed with the re-use fee. A separate site/civil proposal would be provided as an add service once a site has been selected for subsequent stations.

Re-Use Fee	\$45,000.00
Construction Administration	\$35,660.00

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.

CONDITIONS OF THE AGREEMENT

The Architect shall submit monthly invoices to the Client for compensation of the work completed at the time of invoicing. Payment shall be due within 30 days of receipt of each invoice. In the event that full payment on any invoice exceeds 60 days, all work on the project shall cease until all outstanding invoices are paid in full. The Client agrees to pay or reimburse the Architect for all reasonable attorneys and legal fees required to collect compensation for services rendered in accordance with this contract agreement.

The Client may terminate this Agreement without cause upon giving the Architect seven (7) days written notice. In the event of termination, the Architect shall be paid for all work in progress, to be based upon the work completed up to and including the date of termination.

The Architect shall provide work of a professional caliber; however, the Architect cannot, and does not, guarantee the action of the reviewing agencies and governmental officials to provide government approvals.

DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and the Architect agree that all disputes shall be submitted to nonbinding Mediation with a Mediator in Polk County, Florida, unless the parties mutually agree otherwise.

A demand for Mediation shall be forwarded in writing to the other party within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for Mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Within ten (10) days after receipt of the demand for Mediation, the parties shall submit the dispute to mediation before a certified mediator from the list (the "list") maintained by the Chief Judge of the Tenth Judicial Circuit of Florida pursuant to Rule 1.810, Florida Rules of Civil Procedure to be selected by the parties. The parties shall select the mediator within thirty (30) days of the receipt of the notice of deadlock, dispute or controversy. In the event that the parties cannot agree on a mediator, then each party shall promptly select a mediator from the list, and the two selected mediators shall select a third mediator who shall mediate the dispute. The mediation shall be held within sixty (60) days from the selection of the mediator.

STANDARD OF CARE AND ALLOCATION OF RISK

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

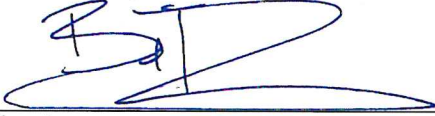
Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group may not be held individually liable for negligence.

We are ready to start this work immediately and look forward to starting our professional relationship with the you. Please let me know when you would like to begin the process. A formal contract will be provided if you find this scope and fee acceptable.

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Thank you for this opportunity.

Submitted by:



Signature

Bradley T. Lunz, AIA, NCARB, LEED AP, GGP
Printed Name

Principal

Title

April 14, 2021

Date

Approved by:



Signature

Jared Goodspeed
Printed Name

Title

Date

Attachment: Reimbursable Fee Schedule
Schedule for Proposed Duration of Phases

CC: Eden Konishi
Lacee Meyer
The Lunz Group