

**AGREEMENT NO. 11814 BETWEEN ALACHUA COUNTY AND THE LUNZ GROUP, INC. FOR THE PROFESSIONAL SERVICES OF FIRE STATIONS DESIGNS**

This Agreement is entered into on May 11, 2021 between Alachua County, Florida, a charter county and a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and The Lunz Group, Inc., a Florida profit corporation whose principle business address is 58 Lake Morton Drive, Lakeland, Florida 33801, hereinafter referred to as "Architect". Collectively the County and Architect are hereinafter referred to as "Parties".

**WITNESSETH**

**WHEREAS**, the County issued RFP No. 20-950 seeking proposals to hire an architect to provide professional services for the design and architectural management over the construction of new, and redevelopment of existing, Alachua County Fire and Emergency Medical Services Stations; and

**WHEREAS**, after evaluating and considering all timely responses to RFP No. 20-950, the County identified the Architect as the top ranked firm; and

**WHEREAS**, the County desires to contract with the Architect to provide professional services to design and provide architectural management over the construction of new, and redevelopment of existing, Alachua County Fire and Emergency Medical Services Stations; and

**WHEREAS**, the Architect desires to provide these services to the County as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration the receipt and sufficiency of is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

**1. Definitions:**

1.1. **Construction Documents:** Plans, drawings, specifications, approved change orders, revisions, addenda, and other information which set forth in the detail and communicate the project design for construction and administering the construction contract for the Prototype Location or Subsequent Station.

1.2. **Final Completion:** The stage of construction when the work has been completed in accordance with the Agreement for Construction and the County has received all documents and items necessary for closeout of the work.

1.3. **Substantial Completion:** The stage of completion when the County can occupy or beneficially use satisfactorily completed work for its intended purpose.

2. **Term**

2.1. This Agreement is effective upon execution by the Parties hereto and continues until all duties are completed or until terminated as provided for herein.

2.2. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Therefore, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and that the failure of the Board to do so shall not constitute a breach or default of this Supplemental Agreement.

3. **Project Description and Location**

3.1. Upon request by the County, the Architect shall provide the following services for siting, and permitting of new and redevelopment of existing Alachua County Fire and Emergency Medical Service Stations (the "Services"). The County reserves the right to request some, all or none of the following Services, as to be determined solely by the County:

- 3.1.1. Project Development
- 3.1.2. Site and Due Diligence Studies
- 3.1.3. Site Design and Permitting
- 3.1.4. Traffic Engineering & Operations Studies and Design
- 3.1.5. Survey and Mapping
- 3.1.6. Roadway & Access Management Design
- 3.1.7. Foundation Design
- 3.1.8. Building Design, Engineering & Architecture

3.1.9. Landscape Architecture

3.1.10. Construction Administrative Services

3.2. **Fire Station Project List** – The Architect shall provide Services for all or some of the Fire Stations listed below; the Services may be provided under a single task authorization or multiple task authorizations and may include all or a portion of the Services listed above. Sites shall be within a 3 mile radius of the addresses/locations noted below:

3.2.1. 10404 SW 24<sup>th</sup> Avenue, Gainesville, FL (the “Prototype Station”)

3.2.2. 12825 NW US Highway 441, Alachua, FL (“Subsequent Station #1)

3.2.3. I-75 at NW US Highway 441, Alachua, FL (“Subsequent Station #2)

3.2.4. Hawthorne Rd (SR 20) at CR 234, Rochelle Community, Unincorporated Alachua County (“Subsequent Station #3)

Subsequent Stations #1, #2 and #3 are hereinafter collectively referred to as the “Subsequent Stations.”

3.3. **Reuse Of Existing Plans** – In accordance with section 287.055(10) Florida Statutes, any and all plans developed under this Agreement may be reused by the County. Professional fees shall be negotiated in accordance with Exhibit 1, sub-section 2.1.3, Task 2.

4. **Payments**

4.1. For timely performance and completion of Task 1 in accordance with the terms and conditions of this Agreement, the County shall pay the Architect as prescribed in Exhibit 1, *Basis of Compensation, Task 1*, which is attached hereto and made part hereof.

4.2. For timely performance and completion of Services for Subsequent Stations, the County shall pay the Architect as prescribed in accordance with Exhibit 1, Task 2.

4.3. As a condition precedent to the County’s obligation to make any payment under this Agreement, the Architect shall submit monthly, unless otherwise agreed in writing by the County, invoices to the County requesting payment for Services properly rendered and expenses due. The Architect’s invoice shall describe with reasonable particularity each Service rendered, the date thereof, [the time expended, if billed by hour,] and the person(s)

rendering such Service. The Architect's invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require. If payment is requested for Services rendered by Architect, the invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Architect's representation to the County that the services indicated in the invoice have reached the level stated, have served a public purpose, have been properly and timely performed as required herein, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of the Architect covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment shall further constitute the Architect's representation to the County that, upon receipt by the Architect of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full. The Architect shall submit invoices to the County at the following address:

Ramon D. Gavarrete, P.E.  
Alachua County Public Works Department Director/ County Engineer  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida, 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

4.4. The County shall make payment to the Architect, of all sums properly invoiced under the Agreement, in accordance with the provisions of Chapter 218, Part VII (Local Government Prompt Payment Act), Florida Statutes. Payments shall be made to the following address:

The Lunz Group, Inc.  
58 Lake Morton Drive  
Lakeland, FL 33801-5344  
ATTN: Timothy A. Wagoner, AIA, NCARB  
[accountspayable@lunz.com](mailto:accountspayable@lunz.com)

5. **Representation and Warranties** – By executing this Agreement, the Architect makes the

following express representations and warranties to the County:

- 5.1. The Architect is a licensed Architect in the State of Florida and with all public entities having jurisdiction over the Architect and the Services to be provided by the Architect under this Agreement;
- 5.2. The Architect shall maintain the necessary licenses, permits or other authorizations necessary for the Architect to perform the Services under this Agreement until all of the Architect's Services hereunder have been fully satisfied and completed;
- 5.3. The Architects' Services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Architect's profession who are acting in the community in which the Services are provided under similar circumstances;
- 5.4. The Architect has or will become familiar with the location of the Prototype Station and the locations of the Subsequent Stations, and the local conditions under which same will be designed, constructed, and operated;
- 5.5. The Architect shall prepare the deliverables required by this Agreement including, but not limited to, Construction Documents, in such a manner that they shall be accurate, complete, fit for their intended purpose, coordinated, bid-able, buildable, constructible, contain no errors or omissions, and comply with all applicable laws, codes and regulations;
- 5.6. Pursuant to section 558.0035, Florida Statutes, an individual employee or agent of architect may not be held individually liable for negligence;
- 5.7. The Architect agrees that the deliverables prepared will be adequate and sufficient to accomplish the purposes of this Agreement and meet the requirements of the applicable federal, state and local codes and regulations;
- 5.8. All Plans, Drawings and Specifications produced by the Architect will provide a progress approval statement requiring the signature of County and User Group's review. As a minimum, this block should include date, completion percent, County representation, user group representation, and comments. The County's review, approval or suggested revision to the Construction Documents shall not constitute a waiver, release or acceptance

of any error or omission in the Construction Documents and shall in no way waive or release Architect from its duty to completely perform this Agreement;

5.9. The Architect agrees that the County's review, approval or suggested revisions to the Deliverables in no way diminishes the Architect's obligation pertaining to the Deliverables.

5.10. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Architect in connection with the Services shall bear the endorsement of a person in the full employment of Architect or duly retained by Architect and duly licensed in the appropriate professional category.

5.11. The Parties acknowledge that Architect may contract or otherwise retain the services of consultants, subcontractor or other professional (collectively, the "Consultants") to assist it in performing any of its services under this Agreement. Architect agrees, represents and warrants that shall include a provision in its agreements with its Consultants that the Consultants owe a duty to the County regarding the performance of Consultants' services to Architect, and that the County is an intended third-party beneficiary of said agreement.

## 6. Architect's Representative

6.1. Architect has employed and hereby designates Timothy Wagoner, AIA, NCARB to serve as Architect's representative (hereinafter referred to as the "Representative"). The Representative authorized and responsible to act on behalf of the Architect under this Agreement. By execution of this Agreement, Architect acknowledges that the Representative has full authority to bind and obligate Architect on all matters arising out of or relating to this Agreement. Architect agrees that the Representative shall devote whatever time is required to satisfactorily manage, perform and complete the Services to be provided by Architect hereunder. Further, Architect agrees that the Representative identified above shall not be removed by the Architect without the County's prior approval, and if so removed, must be immediately replace with a person acceptable to the County.

6.2. Architect agrees that its senior staff, sub-consultants and subcontractors, who will perform any Services for the Project are subject to the County's reasonable approval. Attached hereto as **Exhibit "2"** is a listing of Architect's senior staff who have been assigned to the Project, as well as, the subconsultants and subcontractors who will be used by Architect on the Project. None of the senior staff, subconsultants and subcontractors identified in Exhibit "2" shall be removed by Architect from the Project without County's prior written approval (such approval not to be reasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonable acceptable to County. Architect further agrees, within fourteen (14) calendar days of receipt of a written request from County, to promptly remove and replace the Representative, or any other personnel employed or retained by Architect, or any subconsultants or subcontractors engaged by Architect to provide and perform Services pursuant to the requirements of this Agreement, whom County shall request in writing to be removed, which request may be made by County with or without cause.

6.3. Architect agrees not to divulge, furnish or make available to any person, firm or organization, without County's prior written consent, or unless incident to the proper performance of Architect's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services to be rendered by Architect hereunder, and Architect shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this Paragraph.

6.4. Architect acknowledges that County is contracting with a Construction Manager who shall be responsible for the construction of the Project (hereinafter to as "Construction Manager"). If Construction Manager is retained during any of the design phases, Architect agrees to cooperate with Construction Manager with respect to Construction Manager's delivery of services to County. Also, in such event, Architect agrees to incorporate, whenever practicable and consistent with good design, and after County's written approval, all suggestions or recommendations timely made by Construction Manager with respect to the Project design. The Architect shall be solely responsible for evaluating the effect, impact and ramifications, if any, which the suggested or recommended design

modifications will have on the Architect's design and the Construction Documents, and Architect shall notify County, in writing, of any such effect, impact or ramification. The Architect's incorporation of any suggested or recommended design modification into Architect's design or Construction Documents, or the County's review or approval of same shall not constitute a waiver, release or acceptance of any error or omission in the Architect's design or the Construction Documents and shall in no way waive or release Architect from its duty to perform this Agreement.

6.5. County may have one or more representatives visit the site of the Project from time to time, or on a full-time basis, as the construction progresses. Architect shall not interfere with the functions of said representatives and will cooperate and work with said representatives. No action or failure to act by a representative shall relieve Architect from any of its services or obligations hereunder.

**7. Services, Obligations and Responsibilities of the Architect Before Construction —**

Architect shall have and perform the following duties, obligations and responsibilities to the County for the Prototype Station, and as needed for Subsequent Stations, included, but not limited to:

**7.1. Arts and Public Places** The Architect shall participate, as required, in future coordination in Art in Public Places requirements in buildings designed under this Agreement.

**7.2. Meeting Protocols**

7.2.1. The Architect shall attend meetings as required by the County, however limited to a number of meetings by phase as defined herein:

- 7.2.1.1. Schematic Design (SD) Bi-Weekly meetings;
- 7.2.1.2. Design Development (DD) Bi-Weekly meetings;
- 7.2.1.3. Construction Documents (CD) 5 meetings;
- 7.2.1.4. Construction Administration (CA) Bi-Weekly meetings;

7.2.2. The Architect shall not have any direct or indirect contract relationship with any officer, or employee, of the County that will conflict with his ability to perform the



services hereunder. All personnel assigned to the services shall be fully qualified and all facilities employed shall be adequate for the services required.

7.2.3. Attend all meetings and conferences as arranged and required by the County during the progress of the services hereunder to establish design concepts, to review preliminary and final reports, secure agreement upon comprehensive and detailed basis of design, and discuss any other matters relating to the services.

7.2.4. Provide the County with meeting minutes to confirm and record the understandings and agreements resulting from meetings and conferences.

**7.3. Energy and Environmental Design** – the Architect shall design elements into the Project necessary to achieve, at a minimum, the energy efficiency required by the Florida Building Code, Energy Element Objectives 2.2 and 5.2 of the *Alachua County Comprehensive Plan 2019-2040* or any additional energy efficiencies requested by the County and mutually agreed to between the County and Architect. The Architect shall coordinate with the County's Energy Behavior Consultant, Cenergistic, to allow for their review of applicable plans, particularly HVAC designs.

**7.4. Project Testing Services** – The Architect shall be responsible for identifying, performing and evaluating all design phase Project testing necessary for the Architect to design the Project. The cost of the design phase Project testing is already included in the Architect's Fee, which is set forth in Attachment B to this Agreement. Therefore, the Architect shall not be entitled to receive addition Fees or reimbursement for the cost of any design phase Project testing. The Architect shall also identify the Project testing services that it determines to be appropriate and advisable to be performed during the construction phase of the Project, and the Architect will include such testing requirements in the Construction Documents. The Architect shall prepare scopes of services, including preliminary testing parameters for geotechnical work, soil borings and load tests for soil bearing capacity, to assist the County in securing all necessary construction phase project testing and the evaluation of such test results.

**7.5. Project Approval Services** – As required for the Project, the Architect shall be

responsible for preparing, submitting and obtaining all permits and approvals necessary for the Project, except for the building permits because they are the responsibility of the Construction Manager and the County in securing all building permits.

8. **Schematic Design** – Prior to the preparation of the Schematic Design, the Architect shall first consult in detail with the County and shall carefully examine any information provided by the County, concerning the County's purposes, concepts, desires and requirements (the "County's Criteria"), including but not limited to: any design, construction, scheduling, budgetary or operational Project needs, restrictions, or requirements. The County shall provide the Architect with the County's budget to construct the Stations (hereinafter, the "Station Budget") and the County's budget to construct the Off-Site portions of the Project (hereinafter, the "Off-Site Project Budget"). The Architect will conduct a series of meetings with the County to develop a program assessment for the Project. Following such examination, the Architect shall prepare and submit to the County a written report detailing the Architect's Schematic Design and understanding of the County's Criteria and identifying any design, construction, scheduling, budgetary, operational, or other problems or recommendations which may result from the County's Criteria. The written report of the Architect shall also include proposed solutions, if appropriate; addressing each of such identified problems. The quality of Architect's work shall be consistent with the requirements of this Agreement and prevailing industry standards. The Architect shall provide, or cause to be provided, all design services and incidentals necessary to providing, performing, and completing the project. Architect understands and acknowledges that all documents and material provided with the RFP, and any addenda, are general and preliminary, and that Architect shall not rely on the accuracy or completeness thereof. Architect acknowledges that its duties, hereunder, shall not be excused or discharged, in any respect, based on the incompleteness or inaccuracy of any such documents or materials.
9. **Schematic Design Price Estimate** – Upon completion of each phase of the design process (*i.e.*, Schematic Design, Design Development, 50% Construction Documents and 100% Construction Documents) the County shall request that the Construction Manager review the design deliverable prepared by the Architect and shall also request that the Construction Manager prepare an estimate of the cost to construct the Project based on that respective design deliverable. The County shall furnish the Architect with a copy of the cost estimate after it has

been completed by the Construction Manager. In the event that the cost estimate provided by the Construction Manager exceeds the County's On-Site Budget for the construction of the Project, the Architect shall, at no additional cost to the County, revise or redesign the design deliverable to bring the construction cost within the County's On-Site Project Budget. The same process shall be used with regard to the design process for the Off-Site Project. The County may also require the Architect to assist the County in negotiating a lower price from the Construction Manager, at no extra cost to the County. Alternative design solutions may be required from the Architect, such as value engineering or scope reductions, which shall be provided by the Architect at no extra cost to the County.

10. **Design Development** – After reviewing with the County Schematic Design and Schematic Design Estimate, and agreeing upon any proposed solution to identified problems resulting from the County's and Construction Manager's Criteria, the Architect prepare and submit to the County the Design Development for the Project in PDF format. The Design Development shall be consistent with the County's Criteria and verified by the Construction Manager, and shall include the following:

- 10.1. The Architect, in collaboration with the County, shall develop a program setting forth all Project requirements, goals and objectives;
- 10.2. Design Development plans which depict as appropriate each of the basic aspects of the Project including, but not limited to, the size, location and dimensions of each structure; and
- 10.3. Design Development plans which depict each exterior view of each structure; and
- 10.4. A floor plan for each room within the Project and the dimensions thereof; and
- 10.5. Written Design Development specifications, together with Design Development plans, if and as necessary or useful to the County, of the architectural, electrical, mechanical, structural and, if relevant, other systems to be incorporated in the Project; and
- 10.6. A written description of the equipment and materials to be specified for the Project and the location of same strong consideration shall be given to material and equipment

quality as Green and or sustainable products; and

- 10.7. Any other documents or things necessary, or appropriate, to describe and depict the Design Development and the conformity of same with the County's Criteria (as, and if, modified as set forth above) for the Project; and
- 10.8. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project ; and
- 10.9. The Architect shall review cost estimates and revise designs at no cost to the County; and
- 10.10. Upon completion of the Preliminary Design, the Architect shall submit to the County in writing, its estimate of the Contractor's anticipated price for constructing the Project in accordance with the Preliminary Design; and
- 10.11. **Construction Documents** – Upon written direction from the County, after reviewing with the County the Design Development documents, and after incorporating any changes or alterations authorized by the County with respect to the Design Development documents or with respect to the County's Criteria, the Architect shall draft and submit to the County two (2) signed and sealed sets of the Construction Documents. At the County's request, the Architect shall prepare Construction Documents for the Prototype Station and each Subsequent Station. The Architect shall also submit to the County the Construction Documents in PDF electronic format. Architect shall prepare the Construction Documents for bid-ability, constructability and fitness for their intended purpose. The information provided in the Contract Documents must be sufficiently described in order for the Construction Manager to formulate a Guaranteed Maximum Price proposal to the County that covers the cost of completing the work included in the Construction Documents. The Construction Documents must be free from ambiguities to enable the Construction Manager to render a competitive bid for all the work contemplated by the County. The Construction Documents must provide sufficient information to enable the Construction Manager to actually build the project and complete it within the time frame required by the Project Schedule. The Construction Documents shall include, but

shall not necessarily be limited to, plans and specifications which describe with specificity the architectural, structural, mechanical and electrical systems, elements, details, components, materials, equipment, and other information necessary for construction. The Construction Documents shall be accurate, complete, fit for their intended purpose, coordinated, bid-able, buildable, and constructible, and comply with all applicable laws, codes and regulations. Products, equipment and materials specified for use shall be readily available unless authorization to the contrary is given by the County.

**11. Duties, Obligations and Responsibilities During Construction** – During construction of the Prototype Station and each Subsequent Station, and at all times relevant thereto, the Architect shall have and perform the following duties, obligations, and responsibilities:

- 11.1. The Architect shall, as contemplated herein and in the Construction Documents, but not otherwise, act on behalf, and be the agent, of the County throughout construction of the Project. Instructions, directions, and other appropriate communications from the County to the Construction Manager shall be given to the Construction Manager by the Architect;
- 11.2. Upon receipt, the Architect shall carefully review and examine the Construction Manager Schedule of Values, together with any supporting documentation or data which the County or the Architect may require from the Construction Manager. The purpose of such review and examination shall be to protect the County from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, or as otherwise directed by the County in writing, the Schedule of Values shall be returned to the Construction Manager for revision and resubmission of supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the Schedule of Values thereby indicating, but not guaranteeing, its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Construction Manager. The Architect shall not sign

such Schedule of Values in the absence of such belief;

- 11.3. The Architect shall carefully observe all work performed by the Construction Manager whenever and wherever necessary, and shall, at a minimum, observe work at the Project site no less frequently than once a week or more frequently as required by the stage of construction. Field visits shall be limited to the close proximity to the site and based on a fourteen (14) month construction duration. The purpose of such inspections shall be to determine the quality and quantity of the work in comparison with the requirements of the Construction Documents. In making such observations, the Architect shall protect the County by ensuring work is performed according to design and construction documents while validating a payment to Construction Manager. Following each observation, the Architect shall submit a written field report of such observation, together with any appropriate comments or recommendations, to the County. The Architect shall maintain a record of the Contractor's Application for payment;
- 11.4. The Architect shall initially approve and record progress and final payments owed to the Construction Manager under the Construction Manager's contract with the County, predicated upon observations of the work as required herein and evaluations of the Construction Manager rate of progress in light of the remaining Contract Time and shall issue to the County Approvals of Payment in such amounts. By issuing an Approval of Payment to the County, the Architect has made the inspection of the work required herein, and that the work for which payment is approved has reached the quantities or percentages of completion shown, or both, that the quality of the Construction Manager work meets or exceeds the requirements of the Construction Documents, and that under the terms and conditions of the Construction Documents, the County is obligated to make payment to the Contractor for the amount approved;
- 11.5. The issuance of a Approval for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections 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 Subcontractors and suppliers and other data requested by the Owner 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, or verified that the proper lien waivers / releases have been acquired from each sub-consultant.

- 11.6. The Architect shall promptly provide appropriate interpretations as necessary for the proper execution of the work;
- 11.7. The Architect shall advise the County in writing to reject any work of the Construction Manager which is not in compliance with the Construction Documents;
- 11.8. The Architect shall recommend inspection or re-inspection and testing or retesting of the work in accordance with the provisions of the Construction Documents whenever appropriate;
- 11.9. The Architect shall receive shop drawings and submittals which have been pre-screened for conformance, by the Construction Manager's and within two weeks, or less shall review, approve, or otherwise respond to the shop drawings and other submittals. Approval by the Architect of the submittal from the Construction Manager shall constitute the Architect's representation to the County that such submittal is in conformance with the Construction Documents;
- 11.10. The Architect shall receive and promptly examine and advise the County concerning any written requests relating to the project from the Construction Manager, i.e., change orders, Request for Information (RFIs), etc. Responses to RFIs shall be provided within seven (7) calendar days or sooner, if possible. Upon request by the County, the Architect shall draft Change Orders, whether initiated by the County or by the Construction Manager, and approved by the County, in accordance with the Construction Documents;
  - 11.10.1. The Architect must process all correspondence (Request for Information-RFI/Request for Payment-RFP, etc.) via electronic means.
- 11.11. Based upon observations of the construction, and upon receiving written notification request of such from the Construction Manager, the Architect, shall certify in

writing to the County the fact and the date upon which the Construction Manager has achieved 50% completion, the date upon which the Construction Manager has achieved substantial Completion of the construction and the date upon which the Construction Manager has achieved Final Completion of the construction;

- 11.12. The Architect shall verify to the best of the Architect's knowledge, information, and belief, transmission, by the Construction Manager to the County, of all manuals, operating instructions, as-built plans (CAD) on CD/Disk Copy, warranties, guarantees, release of liens, test results, certificate of occupancy and other documents and items required by the Construction Documents electronically in PDF format;
- 11.13. The Architect shall testify in any legal proceeding, concerning the design and construction of the Project, when requested in writing by the County, and the shall make available to the County any personnel or consultants employed or retained by the Architect for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or actions relating to, or arising out of, the design or construction of the Project at an hourly rate based on the attached Rate Schedule in **Exhibit "5"**;
- 11.14. The Architect shall review and transmit to the County any as-built drawings furnished by the Construction Manager and verify that the changes were made in accordance with the County's process for making such changes.
- 11.15. The Architect shall assist the County in preparing a list of items (Punch Lists), as identified in the Close-Out Section of the Project Manual, and required to render complete, satisfactory and acceptable the construction services required for the Construction Manager to complete the Project within a two (2) week duration;
- 11.16. The Architect shall, without additional compensation, promptly provide design services to correct any errors, omissions, deficiencies, or conflicts in the work of the Architect, or its consultants, or both. Any design errors or omission discovered after the 100% construction documents should be resolved promptly by the Architect and at no cost to the County;
- 11.17. Conduct a meeting with County and Construction Manager sixty (60) days prior to



Substantial Completion to review progress;

- 11.18. Once substantial completion is achieved, the Construction Manager will complete the certified punch list. The Architect will conduct a walk through inspection verifying that every item on the punch list is completed, verified and signed. The Architect and Construction Manager will perform the second project review with the Facility Manager or designee 5 business days prior to the Construction Manager issuing a Notice of Completion. The Architect will issue the architect's final certificate only upon completion of a satisfactory inspection by the County and Construction Manager;
- 11.19. Conduct a joint review with County representative(s) (Project Coordinators) to determine if the project is substantially complete and a final inspection to determine if the project has been fully completed in substantial accordance with the contract documents, and the Construction Manager has fulfilled all of his obligations; there under, so that the Architect may recommend approval, in writing, of final payment to the Construction Manager;
- 11.20. Prior to the submission of requests for final payment, the Construction Manager and the Architect will conduct a project close-out session with County staff, ensuring that the County is satisfied with the project. As a minimum, the close-out session should include: 1) Review of project documents; 2) Inventory of transmittals; 3) Review of punch list; and 4) Final joint site inspection, with User Group;
- 11.21. The Architect shall meet with the County or designed representative promptly after substantial completion to review the need for facility operation services;
- 11.22. Upon request of the County and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the County and the County's Designated Representative to review the facility operations and performance and to make appropriate recommendation to the County;
- 11.23. **As-Built Drawings** – The Architect shall perform the services for review of the Construction Manager's as-built drawings to the County, specifically including, but not limited to the following:

- 11.23.1. Review the coordination, observation, cross referencing and the performance of field surveys, as required to review verify as-built drawings, received from the Construction Manager;
  - 11.23.2. Make necessary review of red line mark-ups provided by the Construction Manager's documents to reflect actual facilities installed and/or constructed and return to the Construction Manager for correction;
  - 11.23.3. Take all steps necessary to review as-built drawings received corrected from the Construction Manager within the two-month period following the date of final acceptance of the project by the County, such period includes the time required by the Construction Manager to prepare, check, make corrections after review by the Architect and re-submit his as-built construction data;
- 11.24. **Project Close-out** – The Architect will assist the Construction Manager to ensure that the following requirements are met, as they are identified in the Construction Manager Contract, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents. The County shall request that the Construction Manager satisfy close out requirements including providing the County with the following:
- 11.24.1. Permits and inspections, including the Certificate of Occupancy (C of O), also referred to as the Use of Occupancy (U of O) Permits;
  - 11.24.2. Certificate of Substantial Completion;
  - 11.24.3. Certificate of sign off from architect, mechanical and electrical engineers, and structural and civil engineers. This will include a final inspection report from the MEP and structural engineer;
  - 11.24.4. Final Property survey;
  - 11.24.5. Maintenance Bond (if applicable);
  - 11.24.6. Final releases from each subcontractor and a general release from the construction manager;
  - 11.24.7. Warranties and operating and maintenance manuals (O&Ms);
  - 11.24.8. Roofing and flashing warranties;
  - 11.24.9. Joint Sealant warranties;

- 11.24.10. Doors and hardware warranties – O&M;
- 11.24.11. Flooring – Carpet, vinyl composition tile, sheet, ceramic, epoxy;
- 11.24.12. Windows – aluminum, wood, vinyl, steel, O&M;
- 11.24.13. Curtain wall and storefront work including anti-chalking of aluminum, color retention of members, air/water infiltration;
- 11.24.14. Waste compactor and trash chute, O&M;
- 11.24.15. Window covering;
- 11.24.16. Toilet and bath accessories, O&M;
- 11.24.17. Transmittal of trades, generally provided in three-ring binders;
- 11.24.18. Plumbing and mechanical and O&M Manuals including air and water balancing reports;
- 11.24.19. Electrical and O&M;
- 11.24.20. Elevator & O&M;
- 11.24.21. Data Communication;
- 11.24.22. Data and Telephone Communication;
- 11.24.23. Data and Telephone cabling test results;
- 11.24.24. Attic Stock;
- 11.24.25. Extra flooring materials;
- 11.24.26. Extra cans of paint in various colors;
- 11.24.27. Hardware;
- 11.24.28. Toilet accessories;
- 11.24.29. Sealants;
- 11.24.30. Masonry materials – brick, concrete masonry unit (CMU);
- 11.24.31. HVAC – spare filters, fusible links;
- 11.24.32. Plumbing – filters, trim;
- 11.24.33. Fire Protection – sprinkler heads, fire extinguishers;
- 11.24.34. Electrical parts – wiring devices, fixture lenses, lamps;
- 11.24.35. Start-up and Test Reports;
- 11.24.36. Boilers;
- 11.24.37. Chillers;
- 11.24.38. Air-handling units (AHUs);

- 11.24.39. Makeup air unit (MUAU);
- 11.24.40. Water Treatment;
- 11.24.41. Balance reports for air and water;
- 11.24.42. Fireman's test report;
- 11.24.43. Valve charts, tags, piping and equipment identification, directories;
- 11.24.44. As-Built drawings.

12. **Services, Obligation and Responsibilities of the County** – The County shall have and perform the following duties, obligations and responsibilities:

- 12.1. The County, in collaboration with the Architect, shall develop a program setting forth all Project requirements, goals and objectives;
- 12.2. The County shall review any Documents provided by, or through, the Architect requiring the County's decision, and shall make any required decisions;
- 12.3. The County shall, at its own expense, provide full information on restrictions, furnish legal descriptions, overall budget and project limitations including time, construction delivery method and any necessary survey showing physical characteristics of land, limitations, zoning and information relating to utilities, etc., upon which the Project is situated, and any other parameters that may be applicable to the project, including, but not limited to: zoning, information related to utilities, etc.;
- 12.4. As may be mandated by law, or called for by the Construction Documents, the County shall, at its own expense, provide for all required testing, inspections (except for those inspections expressly required of the Architect herein), filings, studies or reports;
  - 12.4.1. The Architect has included an allowance in the professional fee proposal for Geotechnical Engineering Services to determine the site characteristics relating to subsurface conditions. Costs for this service shall be considered a reimbursable consultant fee to the Architect by the County.
- 12.5. In the event the County learns of any failure to comply with the Construction Documents by the Contractor, or any errors, omissions or inconsistencies in the work

product of the Architect, and in the further event that the Architect does not have notice of same, the County shall provide written notice to the Architect;

- 12.6. The County shall afford the Architect access to the Project site and to the Work as may be reasonably necessary to properly perform the services under this Agreement;
- 12.7. The County shall perform its duties set forth in this Section in a timely manner;
- 12.8. The County's review of any documents prepared by the Architect or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's Criteria, as, and if, modified. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability or coordination of its work product or any other of its responsibilities under this Agreement;
- 12.9. The County shall have the right to visit the offices of Architect, and its professional sub-consultants, and/or subcontractors, for inspection of any original tracings, plans, drawings, specifications, maps, evaluations, reports, notes, computer files, photograph, videotapes, technical data, test results, field books and other related materials at any time during normal business hours;
- 12.10. Designate a representative authorized to act for the County;
- 12.11. The County must review documents with the architects and render an approval/disapproval, in a timely manner;
- 12.12. All correspondence involving the Fire Stations should be done with a transmittal document;
- 12.13. Make all payments to the Architect, as required per the Agreement;
- 12.14. The County will cooperate with the Architect when the Architect makes recommendations to adjust the project size, scope, quality or budget in an effort to comply with the County's budget;

- 12.15. In accordance with **Exhibit 1**, paragraph 2.2, the County will reimburse the Architect, for the following services; Geotechnical Engineering services, Environmental Studies, Soil Exploration, Material Testing, Traffic Studies, Permit Fees, Easements, Approval Fees, Regulatory Fees, Land Planning Services, and Assessments that are not the Architect or Construction Manager responsibility under the contract documents.
13. **Schedule** – The Preliminary Design Schedule is attached hereto and incorporated by reference as **Exhibit 7**. The Parties agree that the schedule shown in Exhibit 7 is an estimate of the duration of the project and may be extended, from time to time, by the County. In the event that the County extends one or more of the dates listed in Exhibit 7, the Parties agree that the Architect shall not be entitled to additional Fees or damages of any kind. Within thirty (30) days of the execution hereof, the Architect shall provide the County with a proposed schedule for performance by the Architect hereunder. Such schedule, if approved by the County, shall constitute the schedule for performance of its duties hereunder by the Architect.
- 14. Disposition of Construction Documents:**
- 14.1. The Architect and the Architect's consultants shall be deemed the authors and of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- 14.2. All documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code (collectively, "Instruments of Service"), other than working papers prepared or obtained under this Agreement, are the property of the County without restriction or limitation of use for this Project for the life of the facilities designed and constructed as part of the Project, and may be reproduced, used and published by the County for all purposes related to the Project, including but not limited to the permitting, construction, operation, maintenance, altering, repairing, remodeling and adding to the facilities designed and constructed as part of the Project.
- 14.3. The County may use the Instruments of Service solely and exclusively for purposes of permitting, constructing, operating, maintaining, altering, repairing, remodeling and adding to, the Prototype Station and agreed upon Subsequent Stations, provided that the County substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 4 and Article 12, plus, if applicable, the payment to Architect of the re-use fee, for any Subsequent Station, in the amount of \$75,000.00.

- 14.4. The County may allow Contractors, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the County's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 14.3, solely and exclusively for use in performing services or construction for this Project.
- 14.5. In the event the County uses the Instruments of Service for another project without retaining the authors of the Instruments of Service, the County releases and indemnifies the Architect and Architect's consultant(s) from all claims and causes of action, including but not limited to third party claims, arising from such uses or modifications. Any such use or use of incomplete materials obtained from the Architect by the County shall be made at the risk of the County. However, this does not constitute a disclaimer of the professional liability of the Architect with respect to the original Services as used for the Prototype Station or any Subsequent Stations as detailed in this Agreement, provided that Architect completes the Services with regard to said Subsequent Stations in accordance with this Agreement.
- 14.6. Architect shall make any patentable product or result of the Services and all information, design, specifications, know-how, data and findings available to the County without cost to the County. No material prepared in connection with this Project will be subject to copyright by Architect, all such copyrights being the property of the County. The County shall have the right to publish, distribute, disclose and otherwise use any material prepared by or for Architect with respect to this Agreement. Any use of material or patents obtained by the County under this Agreement for any purpose not associated with the Prototype Station or the Subsequent Stations completed by Architect shall be at the risk of the County. In the County's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Prototype Station or the Subsequent Stations are released by the County for publicity, proper credit may be given to the Architect, provided the giving of such credit is without cost to the County.
- 14.7. If the Architect is terminated or is not allowed to complete all the Services called for by this Agreement through no fault of its own or through an assignment of this Agreement to a Purchaser, the Architect shall not be held responsible for the accuracy, completeness or constructability of the Instruments of Service prepared by the Architect if used, changed or completed by the County or by another party. Furthermore, if the County decides to complete the project through the use of another Architect and uses the Instruments of Service, County agrees to the following conditions:
- 14.7.1. Architect will remove its name from the Construction Documents;
  - 14.7.2. County waives and indemnifies all claims against Architect related to the use of the incomplete Instruments of Service;
  - 14.7.3. All invoices due the Architect must be paid in full.
- 14.8. This Article 14 shall survive the expiration or termination of this Agreement.

## **15. Securing Agreement/Public Entity Crimes**

15.1. The Architect warrants that the Architect has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this Agreement and that the Architect has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Architect, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. At the time this Agreement is executed, the Architect shall sign and deliver to the County Truth-In-Negotiation Certificate attached hereto and made a part hereof as Exhibit 6. The Architect's compensation shall be adjusted to modify any sums by which the County determines the compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

15.2. By its execution of this Agreement, the Architect acknowledges that it has been informed by the County of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contract, 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 of the Florida Statutes for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

## **16. ALACHUA COUNTY MINIMUM WAGE**

16.1. The Service to be performed under this Agreement is considered covered services under Chapter 22, Article XII, of the Alachua County Code of Ordinances ("Wage Ordinance"), which establishes a government minimum wage for certain contractors/professionals and subcontractors providing selected services to Alachua



County government. "Covered Employees," as defined in Sec. 22.12-101 of the Procurement Code, are those employees directly involved in providing covered services pursuant to this Agreement.

16.2. The Architect shall provide certification, the form of which is attached hereto as **Exhibit "4"**, to the County that it pays each of its employees the Alachua County Government Minimum Wage, as may be amended by the County on or before October 1st of each year, as well as ensuring that it will require the same of its subcontractors throughout the duration of this Agreement.

16.3. The Architect shall prominently display a copy of the Wage Ordinance where it is easily seen by covered employees and supply to covered employees upon request. Additionally, the Architect is responsible to make any person submitting a bid for a subcontract for covered services aware of the requirements.

16.4. Failure to comply with the provisions of the Wage Ordinance will be deemed a breach of contract and authorize the County to withhold payment of funds in accordance with Chapter 218, Florida Statutes.

16.5. The Architect will include the necessary provisions in subcontracts to ensure compliance. However, the County shall not be deemed a necessary, or indispensable, party in any litigation between the Architect and subcontractor.

## **17. PROJECT RECORDS**

### **17.1. General Provisions:**

17.1.1. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by

law.

17.1.2. In accordance with §119.0701, Florida Statutes, the Architect, *when acting on behalf of the County*, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Architect shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

17.1.3. Architect shall 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 this Agreement and following completion of this Agreement if the Architect does not transfer the records to the County.

## **17.2. Confidential Information**

17.2.1. During the term of this Agreement, the Architect may claim that some or all of Architect's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Architect in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Architect shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the information properly identified by the Architect as "Confidential Information" or "CI."

17.2.2. The County shall promptly notify the Architect in writing of any request received by the County for disclosure of Architect's Confidential Information and the Architect may assert any exemption from disclosure available under applicable law by seeking a protective order against disclosure from a court of competent jurisdiction. Architect shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a

request for disclosure of Confidential Information. Architect shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Architect's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Architect shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Architect releases County from claims or damages related to disclosure by County.

17.3. **Project Completion:** Upon completion of the Work, or in the event this Agreement is terminated, the Architect, *when acting on behalf of the County* as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the County all public records in possession of the Architect or keep and maintain public records required by the County to perform the service. If the Architect transfers all public records to the County upon completion or termination of the Agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Architect keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

17.4. **Compliance:** The Architect may be subject to penalties under §119.10, Florida Statutes, if the Architect fails to provide the public records to the County within a reasonable time.

**IF THE ARCHITECT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1ST STREET, GAINESVILLE, FL 32601**

18. **Personnel** – The Architect will assign only qualified personnel to perform any service

concerning this Agreement. At the time of execution of this Agreement, the Parties anticipate the Parties will perform those functions indicated on **Exhibit 2, Design Team Members**. So long as the individuals named on **Exhibit 2** remain actively employed or able to be retained by the Architect, they shall perform the functions indicated next to their names. The Public Works Director may approve, in writing, modifications to personnel.

19. **Notice** – Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two (2) business days after mailing, unless deliver is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Contractor's and County representative are:

County: Public Works Department Director  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

Architect: The Lunz Group, Inc.  
58 Lake Morton Drive  
Lakeland, Florida 33801  
[twagoner@lunz.com](mailto:twagoner@lunz.com)

A copy of any notice, request or approval to the County must also be sent to:

J.K. "Jess" Irby, Esq.  
Clerk of the Court  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32602  
Attn: Finance and Accounting  
[dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

And to:

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, FL 32601  
Attn: Contracts  
[Procurement@alachuacounty.us](mailto:Procurement@alachuacounty.us)

All project correspondence should be submitted on a transmittal document and addressed in the following manner:

Alachua County Public Works Director  
5620 NW 120<sup>th</sup> Lane  
Gainesville, Florida 32653  
[rgavarrete@alachuacounty.us](mailto:rgavarrete@alachuacounty.us)

**20. Termination**

- 20.1. The failure of the Architect to comply with any provision of this Agreement will place the Architect in default. Prior to terminating the Agreement, the County will notify the Architect in writing of the default. This notification will make specific reference to the provision which gave rise to the default. The County will give the Architect seven (7) days to cure the default. The Director of Public Works is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time the County Manager is authorized to provide final termination notice on behalf of the County to the Architect.
- 20.2. The County may terminate the Agreement without cause by first providing at least ten (10) days written notice to the Architect prior to the termination date. The County Manager is authorized to provide written notice of termination on behalf of the County. Upon such notice, Architect will immediately discontinue all Services (unless the notice directs otherwise) and deliver to the County all data, drawings, specifications, reports, estimate, summaries, and such other information and materials as may have been created or accumulated by the Architect in performing this Agreement, whether completed or in process upon receipt of payment for all services performed up to the date of termination. In the event of such termination for convenience, Architect's recovery against County shall be limited to that portion of the Architect's fee earned through the date of termination, but Architect shall not be entitled to any other or further recovery against County, including, but not limited to: damages, consequential or special damages, or any anticipated fees or profit on portions of the Services or Additional Services not yet performed.
- 20.3. If funds to finance this Agreement become unavailable, the County may terminate

the Agreement with no less than twenty-four (24) hours' notice in writing to the Architect. The County will be the final authority as to the availability of funds. The County will pay the Architect for all work completed prior to any notice of termination.

**21. Dispute Resolution** Prior to the initiation of any action or proceeding permitted by this Contract to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Failing resolution, and prior to the commencement of depositions in any litigation between the parties with respect to the Project, the parties shall attempt to resolve the dispute through mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. Should either party fail to submit to mediation as required hereunder, the other party may request a court of law to order mediation under Florida Statutes Section 44.102.

**22. Insurance** – The Architect will procure and maintain insurance throughout the entire term of this Agreement of the types and in the minimum amount detailed in **Exhibit 3**. A copy of a current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as **Exhibit 3-A**.

**23. RECORD RETENTION AND AUDIT RIGHTS.** Architect shall keep all books, records, files, plans, drawings and other documentation, including all electronically stored items, which concern or relate to the Services hereunder (collectively referred to herein as “Records”) for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, whichever date is later. The County, or any duly authorized agents or representatives of the County, shall have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records shall include all of the Records of Subconsultants.

**24. U.S. Department of Homeland Security E-verify System**

24.1. The Architect shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor/Professional during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

24.2. The Architect shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

25. **Laws and Regulations** – The Architect will comply with applicable laws, ordinances, regulations and building code requirements applicable to the work required by this Agreement. The Architect is presumed to be familiar with all federal, state and local laws, ordinances, code rules and regulations.

26. **Indemnification**

26.1. The Architect agrees to indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, but only to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect in the performance of this Agreement. Architect agrees that indemnification of the County shall extend to any and all work performed by the Architect, its subcontractors, employees, agents, servants or assigns.

26.2. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or the limits of liability of §768.28, Florida Statutes.

27. **Assignment** – Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

28. **Successor and Assigns** – The County and Architect each bind the other and their representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

29. **Collusion** – By signing this Agreement, the Architect declares that this Agreement is made without any previous contract or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any collusion or fraud.

30. **Conflict of Interest** – The Architect warrants that it, or any of its employees, have any financial or personal interest that conflicts with the execution of this Agreement. The Architect shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.
31. **Prohibition Against Contingent Fees** – The Architect warrants that he or she has not employed or retained any company or person, other than a bona fide employee, working solely for the Architect, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Architect any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. Should it be determined that Architect has violated the above stipulation, the County has the right to terminate this Agreement without liability and, at its discretion, to deduct from any amounts due to the Architect, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
32. **Third Party Beneficiaries** – This Agreement does not create any relationship with, or any rights in favor of, any third party.
33. **Severability and Ambiguity** – It is understood and agreed by the Parties to this Agreement that if any of the provisions of the Agreement shall contravene, or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professions, including legal professionals, in the review and execution of this Agreement.
34. **Non Waiver** – The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.



35. **Governing Law and Venue** – This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.

36. **WAIVER OF RIGHT TO JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ARCHITECT AND COUNTY HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS ARISING OUT OF, CONNECTED WITH, OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY ARE MATTERS WHICH, IF ADJUDICATED, SHOULD BE ADJUDICATED BY A COURT WITHOUT A JURY. THEREFORE, THE PARTIES HEREBY WAIVE A TRIAL BY A JURY. NEITHER THE COUNTY NOR ARCHITECT OR ANY SUCCESSOR THEREOF SHALL SEEK A TRIAL BY JURY IN ANY ACTION OR PROCEEDING (WHETHER AT LAW OR IN EQUITY, WHETHER DIRECT OR COLLATERAL, WHETHER IN CONTRACT OR IN TORT) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY. NEITHER THE COUNTY NOR ARCHITECT SHALL SEEK TO CONSOLIDATE ANY ACTION OR PROCEEDING IN WHICH TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER ACTION OR PROCEEDING IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH CANNOT BE AND HAVE NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES AND THEIR RESPECTIVE ATTORNEYS AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. THE COUNTY AND ARCHITECT ACKNOWLEDGE AND AGREE THAT NO ONE, INCLUDING, WITHOUT LIMITATION, THE COUNTY'S AGENTS OR CONSULTANTS, HAS REPRESENTED THAT THE PROVISIONS OF THIS PARAGRAPH OR OF ANY OTHER PARAGRAPH OF THIS AGREEMENT WILL NOT BE FULLY ENFORCED.**

37. **Attachments** – All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

38. **Amendments** – The Agreement shall only be amended by written agreement that is executed by both Parties.
39. **Captions and Sections Heading** – Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
40. **Construction** – This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties.
41. **Counterparts** – This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.
42. **Entire Agreement** – This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings, or representations.
43. **Additional Services** – In the event that the County desires Architect to perform additional services regarding the Prototype Station or the Subsequent Stations that are not specifically contained in the Scope of Services, the Parties may enter into an amendment to this Agreement, to provide for the provision of such additional services by Architect and, therefore, payment by the County. All such additional services shall be furnished at the rates set forth in **Exhibit 5**. The Architect shall not proceed to provide such Additional Services until the Architect receives the County's written authorization.
44. **Marketing and Publicity**. The Architect may use information pertaining to the work done with the County in its advertising or promotional materials. Such use must be coordinated with, and approved in advance by, the Alachua County Communications Office in writing (e-mail will constitute a writing for this purpose)
45. **Electronic Signatures** – The Parties agree that an electronic version of this Agreement shall

have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

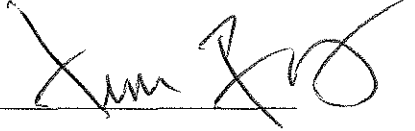
ALACHUA COUNTY, FLORIDA

By:   
Ken Cornell, Chair

Board of County Commissioners

Date: \_\_\_\_\_

ATTEST

  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

APPROVED AS TO FORM

DocuSigned by:  
David Forziano  
70E5E81DBE1E4D3...  
Alachua County Attorney's Office

ARCHITECT

DocuSigned by:  
By: Tim Wagoner  
014BB70BE49B417...  
Print: Tim Wagoner  
Title: Director / Principal  
Date: 4/19/2021

IF THE ARCHITECT IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

## **Exhibit 1: Basis of Compensation**

### **1. MONTHLY STATUS REPORTS**

1.1 ARCHITECT shall submit to COUNTY, not later than the tenth (10th) day of each month, a progress report reflecting the design and construction status, in terms of the total work effort estimated to be required for the completion of the Included Services, as well as any Additional Services duly authorized by COUNTY pursuant to the terms of the Agreement, as of the last day of the preceding month. The report shall show all work items, the percentage complete of each item, the percentage of total work effort represented by each item, and the percentage of total work effort completed.

1.2 All monthly status reports and invoices shall be mailed to the attention of  
COUNTY'S Project Manager:

Public Works Department  
Attn: Ramon D. Gavarrete, P.E.  
5620 NW 120th Ln.  
Gainesville, FL 32653

### **2. COMPENSATION TO ARCHITECT**

2.1 INCLUDED SERVICES - For compensation purposes, Included Services is defined as all Services performed under the Agreement, except for specific services that are the responsibility of the County as set forth in Section 12.15 of the Agreement.

2.1.1 For performing and completing Task 1, the Architect shall be paid by the County the lump sum, fixed fee amount of Two Hundred Eighty Two Thousand Five Hundred Dollars and Zero Cents (\$282,500,000.00), which shall be paid as set forth in subsection 2.1.3, Task 1, below.

2.1.2 For performing and completing Services for each Subsequent Station, the Architect shall be paid by the County the lump sum, fixed fee amount for each Subsequent Station, as prescribed by subsection 2.1.3, Task 2.

2.1.3 For the Included Services provided for in this Agreement, COUNTY agrees to pay and make progress payments to ARCHITECT in accordance with the terms as stated below. Payments shall be made in accordance with the following Schedule;

#### **Task 1:**

Design of the first Station at 10404 SW 24th Avenue, Gainesville,

FL. to include: programming, schematic design, design development, construction documents, bidding assistance and construction documentation services. Professional services include Civil Engineering, Special Use Permit (based on an existing study provided by the county), Landscape Architecture, Irrigation Design, Civil/ Site permitting, Structural, Architectural, Mechanical, Electrical, Plumbing, and Fire Protection.

**Task 1 Lump Sum Fees**

Task 1A: Special Use Permit (Based on re-using existing study)	\$15,000.00
Task 1B: Civil Engineering Design Services	\$50,000.00
Task 1C: Landscape Architectural Services	\$7,500.00
Task 1D: Civil Permitting Services	\$25,000.00
Task 1E: Architectural site design and administration	\$20,000.00
Task 1F: Programming/ Conceptual Design	\$15,000.00
Task 1G: Basic Services (SD thru CA services) (see following billing schedule)	\$150,000.00
Task 1 Total	\$282,500.00

Task 1G billing schedule:		
Schematic Design	15%	\$22,500.00
Design Development	20%	\$30,000.00
50% Construction Documents	22%	\$33,000.00
90% Construction Documents	17%	\$25,500.00
100% Construction Documents	4%	\$6,000.00
Bidding / Permitting	2%	\$3,000.00
Construction Administration	20%	\$30,000.00

**Task 2:**

The County may issue written Task Authorizations for the Architect to provide Services for one or more of the three Subsequent Stations at locations to be identified within Alachua County. The design of the Subsequent Stations will utilize, to the maximum extent possible, the Prototype Design developed pursuant to Task 1 for the Prototype Location. The Parties acknowledge that the Prototype Design may need to be revised to address the site specific conditions at the Subsequent Stations. All Services that are required to address site specific conditions regarding the Subsequent Stations will be provided at an additional fee that must be agreed upon by the Parties, in the form of a written and executed amendment to this Agreement, prior to commencement of Services for each Subsequent Station. Services for each Subsequent Station shall be based on the re-use of the Prototype Design and shall include: site schematic design, design development, construction documents, bidding assistance and construction documentation services.

Task 2A: Base re-use fee (to 5 ft. Outside Building)	\$75,000.00
Task 2B: Future site design	TBD
Task 2C: Additional changes/ modifications to Building	TBD
Task 2D: Change Exterior to match context	TBD
Task 2E: Cost add for Inflation after 3 years	\$6,750.00
Task 2F: Costs for Code Updates after 3 years ***	TBD

\*\*\* All TBD items shall be calculated based on hourly rates set forth in **Exhibit 5** times the number of hours estimated to be necessary to complete the Service\*\*\*

2.1.3 The compensation provided for under Sections 2.1 of this Exhibit shall be the total and complete amount payable to ARCHITECT for the Included Services to be performed under the provisions of this Agreement, and shall include the cost of all materials, equipment, supplies and out-of-pocket expenses incurred in the performance of all such Services.

**2.2. REIMBURSABLE EXPENSES** – The Parties may agree for Architect to assume the services that are outlined in Section 12.15 of the Agreement and other required regulatory or permit fees, provided such agreement is memorialized in the form of a written Task Authorization that is executed by both Parties and identifies the amount(s) that the County will pay Architect for those services (the “Direct Costs”). Direct Costs will be reimbursable to the Architect in an amount not to exceed \$67,600.00 for the Prototype Station and each Subsequent Station. No mark-up will be allowed on the Direct Costs.

**2.3 ADDITIONAL SERVICES** - are defined as either Additional Design Services or Additional Testing Services requested by the County beyond the requirements of the Included Services or those proposed as a part of the response to the RFP.

2.3.1 Architect shall inform the County if any Additional Design Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Design Services requested to be performed by the Architect, the Parties shall negotiated total fee based on the Services to be provided. The agreed upon scope of services and fees for the Additional Design Services must be through a written Amendment executed by both Parties in advance of the work being performed. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 5**. There shall be no overtime pay on Additional Design Services.

2.3.2 Architect shall inform the County if any Additional Testing Services are necessary for Architect to perform the Included Services. If the County desires to approve any Additional Testing Services proposed by the Architect, the parties shall negotiate and sign a written Amendment to this Agreement, which shall include the amount that the County agrees to pay the Architect for performing the Additional Testing Services. The negotiated fee shall be calculated using the billable rates specified in **Exhibit 5**. The services outlined in Section 12.15 of the Agreement are an example of services that would be reimbursable to the Architect, provided the Parties enter into a written Amendment regarding same. No mark-up will be allowed on these costs.

### **3. SCHEDULE OF PAYMENTS**

3.1 For the Prototype Station, and each Subsequent Station, the ARCHITECT shall submit, with each of the monthly status reports provided for under Section 1.1 of this Exhibit an invoice for fees earned in the performance of Included Services and Reimbursable Expenses. The ARCHITECT shall submit all invoices on the COUNTY'S approved form with all line items on the form and all costs matching the line items. There shall be a separate invoice for the Prototype Station and each Subsequent Station that shall itemize each Included Services, Reimbursable Expenses, and Additional Service. The ARCHITECT shall submit no more than one invoice per month per Fire Station.

3.2 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to ARCHITECT for correction. Invoices must indicate the Agreement Number, the Purchase Order (or Contract) Number, and the Project Site description (Alachua County Fire Station at (Address)).

3.3 In the event modifications to the Construction Documents are required in order to obtain any necessary permit, ten percent (10%) of ARCHITECT'S Construction Documents Approval payment will be withheld by COUNTY until all mandates, stipulations, or similar conditional remarks have been satisfactorily incorporated and the Construction Documents are fully approved.



**Exhibit 2: Design Team Members**

<b>Name</b>	<b>Role</b>
<b>Timothy Wagoner</b>	<b>Principal in Charge</b>
<b>Bradley T. Lunz</b>	<b>Fire Station Design Architect</b>
<b>Gregory Selvidge</b>	<b>Project Manager</b>
<b>Edward G. Lunz</b>	<b>QA/QC Principal</b>
<b>Caterina Brazzaduro</b>	<b>Designer</b>
<b>Miranda Crowe</b>	<b>Designer</b>
<b>Dale Bacik</b>	<b>Principal in Charge of MEP/FP Systems</b>
<b>Charles J Flask</b>	<b>Senior Mechanical Engineer</b>
<b>Robert J. Walpole</b>	<b>President/Civil Lead</b>
<b>Aaron Hickman</b>	<b>Director of Surveying and Mapping</b>
<b>Kenneth Hill</b>	<b>Principal Geotechnical Engineer</b>
<b>Jason Gowland</b>	<b>Senior Engineer</b>
<b>Bora Erbilin</b>	<b>Principal in Charge</b>
<b>Luis F. Bedoya</b>	<b>Senior Project Manager</b>

### **Exhibit 3: Insurance**

#### **TYPE "B" INSURANCE REQUIREMENTS "Professional or Consulting Services"**

Architect shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architect, his agents, representatives, employees or subconsultants.

##### **I. COMMERCIAL GENERAL LIABILITY.**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

##### **II. 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.

##### **III. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY.**

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B 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.

##### **IV. PROFESSIONAL LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).**

Professional (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate

##### **V. OTHER INSURANCE PROVISIONS.**

- A The policies are to contain, or be endorsed to contain, the following provisions:
- B Commercial General Liability and Automobile Liability Coverages
  - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Architect; products and completed operations of the Architect; or automobiles owned, leased, hired or borrowed by the Architect.
  - 2 The Architect's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Architect's insurance and shall be non-contributory.
- C All Coverages
  - 1 The Architect shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

##### **VI. SUBCONSULTANTS**

Contractors shall include all subcontractors as insured under its policies. All sub consultants shall be subject to the requirements stated herein.

**CERTIFICATE HOLDER:** **Alachua County Board of County Commissioners**

**Exhibit 3-A: Certificate of Insurance**

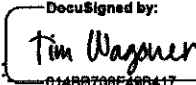
#### Exhibit 4: Certification of Alachua County Minimum Wage

The undersigned certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with Chapter 22, Article XII of the Alachua County Code of Ordinance ("Wage Ordinance").

The Lunz Group, Inc.  
58 Lake Morton Drive  
Lakeland, Florida 33801  
(863) 682-1882  
[blunz@lunz.com](mailto:blunz@lunz.com)

Project Description: **Professional Services for Fire Stations**; provide professional services for siting, permitting and construction management of new and redevelopment of Alachua County Fire and Emergency Medical Services Stations. The services may be provided under a single or multiple task assignment(s). In accordance with 287.055, Florida Statutes, any and all plans developed for this Agreement may be reused for subsequent task assignments, if technically feasible. Professional fees shall be negotiated on the level of effort required to update plans for reuse on different sites.

#### ARCHITECT

By:    
014BB708E49B417...  
Print: Tim Wagoner  
Title: Director / Principal  
Date: 4/19/2021

**EXHIBIT 5: Rates for Additional 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

**EXHIBIT 6: TRUTH IN NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, The Lunz Group, Inc. hereby certifies that wage rates and other factual unit costs supporting the compensation for the architectural and/or engineering services of the Architect to be provided under this Agreement, concerning the Alachua County Fire Stations are accurate, complete and current as of the time of contracting.

ARCHITECT by:

By Tim Wagoner  
014BB708E49B417...

Print: Tim Wagoner

Title: Director / Principal

Date: 4/19/2021

**Exhibit 7: PRELIMINARY DESIGN SCHEDULE**

Schematic Design	14 calendar days
Design Development	35 calendar days
50% Construction Documents	35 calendar days
90% Construction Documents	35 calendar days
100% Construction Documents	14 calendar days
Bidding / Permitting	14 calendar days
Construction Administration	294 calendar days

### Certificate Of Completion

Envelope Id: 431E68FBEE474DECBC53920916C3AFD6	Status: Completed
Subject: Please DocuSign: Agreement No. 11814 -The Lunz Group Inc. - Professional Services for FS.docx	
Source Envelope:	
Document Pages: 47	Signatures: 3
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Thomas (Jon) Rouse
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	trouse@alachuacounty.us
	IP Address: 104.225.164.7

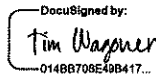
### Record Tracking

Status: Original	Holder: Thomas (Jon) Rouse	Location: DocuSign
4/18/2021 9:49:55 AM	trouse@alachuacounty.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Alachua County	Location: DocuSign

### Signer Events

Tim Wagoner  
twagoner@lunz.com  
Security Level: Email, Account Authentication  
(None)

### Signature

DocuSigned by:  
  
0148B708E49B417...

Signature Adoption: Pre-selected Style  
Using IP Address: 216.53.147.189

### Timestamp

Sent: 4/18/2021 10:11:43 AM  
Viewed: 4/19/2021 1:30:18 PM  
Signed: 4/19/2021 1:31:37 PM

Electronic Record and Signature Disclosure:  
Accepted: 4/19/2021 1:30:18 PM  
ID: 7b7cb5b5-8e02-4f56-a5d3-0954eafcd4ea

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/18/2021 10:11:43 AM
Certified Delivered	Security Checked	4/19/2021 1:30:18 PM
Signing Complete	Security Checked	4/19/2021 1:31:37 PM
Completed	Security Checked	4/19/2021 1:31:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

#### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Baldwin Krystyn Sherman</b> <b>1115 Bartow Rd</b> <b>Lakeland, FL 33801</b> <b>863 686-2113</b>		<b>CONTACT NAME:</b> <b>Renee' Payne</b> <b>PHONE (A/C, No, Ext):</b> <b>863 686-2113</b> <b>FAX (A/C, No):</b> <b>863 682-6292</b> <b>E-MAIL ADDRESS:</b> <b>Renee.Payne@BKS-Partners.com</b>	
<b>INSURED</b> <b>The Lunz Group, Inc.</b> <b>58 Lake Morton Drive</b> <b>Lakeland, FL 33801-5344</b>		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A :</b> West American Insurance Company <b>INSURER B :</b> Ohio Casualty Insurance Company <b>INSURER C :</b> Bridgefield Casualty Insurance Cp <b>INSURER D :</b> The Hanover Insurance Company <b>INSURER E :</b> Old Dominion Insurance Company <b>INSURER F :</b>	<b>NAIC #</b> <b>44393</b> <b>24074</b> <b>10335</b> <b>22292</b> <b>40231</b>

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	x		BZW2058711481	08/01/2020	08/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	x		B1P9492C	08/01/2020	08/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			ESO2058711481	08/01/2020	08/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		x	19643009	04/20/2021	04/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof. Liability			LHJD17106604	08/01/2020	08/01/2021	\$3,000,000 25,000 Deductible

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

Certificate holder, Alachua County Public Works Department, their affiliates and or assigns are included as additional insured in respects to general liability including completed operations on a primary and noncontributory basis and auto liability as required by written contract. Waiver of subrogation applies to additional insured(s) for general liability and auto liability. Umbrella follows form of general liability, auto liability and workers compensation. 30 Day Early Cancellation Notice applies except for 10 day Non payment of premium.

## CERTIFICATE HOLDER

## CANCELLATION

<b>Alachua County Public Works</b> <b>Department</b> <b>5620 NW 120th Lane</b> <b>Gainesville, FL 32653</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

The Lunz Group, Inc.

(Insert Name of Corporation)

**CORPORATE RESOLUTION GRANTING SIGNING AUTHORITY  
AND AUTHORITY TO CONDUCT BUSINESS**

The Board of Directors ("Directors") of The Lunz Group, Inc., a  
(insert name of company)

Florida corporation (the "Corporation"), at a duly and properly  
(insert state of incorporation)

held meeting on the 8th day of December, 2020, did hereby consent to, adopt,

ratify, confirm and approve the following recitals and resolutions:

**WHEREAS**, the Corporation is a duly formed, validly existing corporation in good standing under the laws of the State of Florida and is authorized to do business in the State of Florida; and

**WHEREAS**, the Corporation desires to grant certain persons the authority to execute and enter into contracts and conduct business on behalf of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that any of the following officers and employees of the Corporation listed below are hereby authorized and empowered, acting along, to sign, execute and deliver any and all contracts and documents on behalf of the Corporation, and to do and take such other actions, including but not limited to the approval and execution of contracts, purchase orders, amendments, change orders, invoices, and applications for payment, as in his or her judgment may be necessary, appropriate or desirable, in connection with or related to any bids, proposals, or contracts to, for or with to Alachua County, a charter

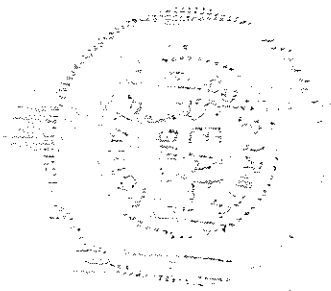
county and political subdivision of the State of Florida:

<u>NAME</u>	<u>TITLE</u>
<u>Bradley T. Lunz</u>	<u>President</u>
<u>Timothy A. Wagoner</u>	<u>Director</u>
<u>Steven J. Boyington</u>	<u>Director</u>
<u>J. Michael Murphey</u>	<u>Director</u>

**BE IT RESOLVED THAT**, these resolutions shall continue in full force and effect, and may be relied upon by Alachua County, until express written notice of their rescission or modification has been received by the Purchasing Manager of Alachua County. Any revocation, modification or replacement of these resolutions must be accompanied by documentation satisfactory to the Purchasing Manager of Alachua County, establishing the authority for the changes.

**IN WITNESS WHEREOF**, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 16th day of April, 2021, and do hereby certify that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors of the Corporation and that said meeting was held in accordance with state law and the Bylaws of the Corporation, and that the resolution is now in full force and effect without modification or rescission.

(Corporate Seal)



Secretary of the Corporation

By: Lacey C. Meyer

Lacey C. Meyer  
(Print Secretary's Name)

## Certificate Of Completion

Envelope Id: 33BCE045349C4FAC88A82FA17ADEE20D

Status: Completed

Subject: Documents are ready to be signed Agreement with Lunz

Source Envelope:

Document Pages: 54

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Thomas (Jon) Rouse

AutoNav: Enabled

trouse@alachuacounty.us

EnvelopeId Stamping: Enabled

IP Address: 35.196.167.22

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

## Record Tracking

Status: Original

Holder: Thomas (Jon) Rouse

Location: DocuSign

4/19/2021 2:08:28 PM

trouse@alachuacounty.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Alachua County

Location: DocuSign

## Signer Events

David Forziano

dforziano@alachuacounty.us

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
*David Forziano*  
70E5E81DBE1E4D3...

Signature Adoption: Pre-selected Style

Using IP Address: 216.194.144.254

## Timestamp

Sent: 4/19/2021 2:09:20 PM

Viewed: 4/20/2021 8:54:18 AM

Signed: 4/20/2021 9:00:01 AM

## Electronic Record and Signature Disclosure:

Accepted: 9/2/2020 2:02:38 PM

ID: 64124040-3dd9-4e93-9b56-757b83b044a0

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

4/19/2021 2:09:20 PM

Certified Delivered

Security Checked

4/20/2021 8:54:18 AM

Signing Complete

Security Checked

4/20/2021 9:00:01 AM

Completed

Security Checked

4/20/2021 9:00:01 AM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

#### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.