

CONTINUING CONTRACT AGREEMENT FOR PLANNING, DESIGN OR DEVELOPMENT SERVICES

THIS AGREEMENT is made and entered into this 30th day of October, 2021, by and between the **CITY OF LAKELAND, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the "City," located at 228 S. Massachusetts Avenue, Lakeland, Florida 33801-5086, and **The Lunz Group, LLC d.b.a The Apiary**, a Florida Corporation, with offices located at 58 Lake Morton Dr. Lakeland, FL 33801, hereinafter referred to as the "Consultant."

WITNESSETH:

WHEREAS, the City wishes to obtain consulting services for a variety of planning, design and development projects, as more specifically set forth in Exhibit "A", on a continuing basis; and

WHEREAS, the Consultant is qualified and willing to provide such services:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM

- 1.1** This Agreement is to become effective upon execution by both parties, and shall remain in effect until September 30, 2024, unless terminated as provided for herein. Additionally, the parties agree that the term may be extended upon mutual agreement in writing for periods of one (1) year, but such option to extend may only be utilized two (2) times. In no event shall this Agreement extend beyond September 30, 2026.
- 1.2** The term of any Task Authorization, as described in Section 2.0 hereof, shall be set forth in such Task Authorization. Any Task Authorization in effect at the termination of this Agreement shall remain in effect until completion of said Task Authorization, and all of the terms and conditions of this Agreement shall survive until completion of all Task Authorizations.

2.0 DESCRIPTION OF SERVICES AND TASK AUTHORIZATION PROCEDURES

- 2.1** The City shall make a request of the Consultant to perform planning, design or development-related services on a "task" basis. The City will communicate with the Consultant, verbally, or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of Work document, prepare a Schedule, and add a Not-to-Exceed Budget to accomplish the task, and send the thus developed, "Task Proposal" to the City in an electronic format.

The City shall review the Task Proposal, and if the proposal is mutually acceptable, the parties will enter into a written "Task Authorization" with the agreed/negotiated Task Proposal incorporated into the City's designated "Task Authorization" form. The final, fully executed "Task Authorization" shall supersede any previous task proposal.

The City will issue a Notice to Proceed to the Consultant. Upon receipt of the signed Task Authorization and a Notice to Proceed from the City, the Consultant shall perform the services set forth in the Task Authorization.

2.1.1 Notwithstanding the above, for any proposed project in which the City estimates the fee to total less than Five Thousand dollars (\$5,000.00) verbal authorization to proceed may be given to the Consultant, and followed within five (5) working days with a "Letter of Confirmation". Such letter shall be considered as the Task Authorization.

2.2 The Consultant shall provide the City's designated Project Manager with monthly time sheets or labor-cost statements for services rendered during the preceding month. Each time sheet shall state the names and classifications of all personnel who performed services during said month under the Task Authorization, and the number of hours worked by each.

2.3 The "Deliverables" are defined as studies, reports, findings, specifications, guidelines, plans, maps, or anything else that is the end product of work performed by the Consultant for the City. All electronic files should be Windows compatible and all Computer Aided Drawing (CAD) files should be saved as State Plane Coordinates, NADA 83, Florida West. The Consultant shall, within such time constraints as may be set forth in the Task Authorization submit to the City the Deliverables as identified in the Task Authorization; and the Consultant shall, upon completion of all work, submit to the City all information developed in the course of the consulting services. The Consultant shall, at the request of the City and upon completion or termination of this Agreement, deliver to the City all material furnished to the Consultant.

The Scope of Services generally to be provided by the Consultant may include but will not be limited to any of the following:

1. Community, Neighborhood and Comprehensive Planning
 - Preparation of comprehensive plan element updates to meet new legislative mandates and/or city strategic plan or certification program requirements: transportation, parks, potable water, housing, land use, capital improvement;
 - Public participation outreach and visioning including charrettes;
 - Preparation of neighborhood or small area plans;
 - Analysis of economic and demographic data.
 - Municipal annexation work, including evaluation of strategies/methods allowed under Florida Law, and implementation actions
2. Community Redevelopment Area Planning and Programming
 - Planning and program/project identification and implementation;
 - Preparation of economic development reports and recommendations;
 - Preparation of due diligence reports;
 - Evaluation of economic impact of development projects or programs;
 - Legal assistance as it relates to projects and initiatives of the Community Redevelopment Agency (i.e. expertise in laws governing CRAs and assistance in preparing development agreements, administering CRA grant and loan programs and acquisition and disposition of real estate)

- Analysis of market feasibility;
 - Creation of databases with economic and/or census-based data to enable thematic mapping.
3. Housing Data and Market Analysis
 - Housing market studies
 - Analysis and quantification of needs
 - Analysis and development of housing programs and policies.
 4. Impact Fee Analysis and Reevaluation of Existing Fees
 - Development of impact fee studies for parks/recreation and libraries, fire, law enforcement and/or transportation, documenting methodologies, presenting findings and recommendations (may include phasing and or indexing of recommended fees);
 - Review of independent fee studies; and utilization of multimodal and geographical variables in establishing transportation impact fees; advise on specific use issues.
 5. Land Development Regulations and Codes
 - Evaluation and/or updating sections of the City's Land Development Regulations;
 - Development of sustainable best management practices and regulations;
 - Evaluation of private development proposals.
 6. Transportation Planning & Review
 - Perform traffic studies and/or review traffic studies submitted for concurrency determinations;
 - Conduct Alignment (PD&E) Studies possibly some design work, develop preliminary project cost estimates;
 - Conduct integrated land use and multi-modal transportation planning for select corridors, including analyses in support of the City's Vision Zero traffic safety goal;
 - Assist the City with trails planning or implementation of trail/pathway plans.
 7. Urban and Community Design, Historic Preservation, Architectural Design and Landscape Architecture
 - Preparation of alternative design concepts;
 - Development or review of urban design standards such as traditional neighborhood development and mixed-use guidelines;
 - Preparation of open space (greenway) plans;
 - Development of preliminary architectural programming and renderings;
 - Development of commercial façade architectural design standards;
 - Development of Architectural Drawings and Specifications for new and renovated municipal facilities; and
 - Interior space analysis and furniture layout.
 8. Visual Imaging, Multi-Media and Graphic Design
 - Visual imaging to include three dimensional videos and graphics, animation and photo-simulation techniques to support project data and analysis;

- Graphic design layout and publishing to convey project outcomes through printed and electronic means: brochures, flyers or marketing material; and
- Infographics that convey statistical data or other complex content.

3.0 CHANGES IN THE SCOPE OF WORK

- 3.1** The City may make changes in the services to be provided hereunder at any time by giving written notice to the Consultant. If such changes increase (additional services), decrease or eliminate any amount of work, the City and Consultant will negotiate any change in total cost or schedule. If the City approves any change, the Task Authorization will be modified to reflect the changes. The Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by the City's and the Consultant's designated representatives.
- 3.2** All of the City's said Task Authorizations and amendments hereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

- 4.1** The Consultant shall perform its services in conformance with the mutually agreed upon schedule set forth in the negotiated Task Authorization. The Consultant shall complete all of said services in a timely manner and will keep the City apprised of the status of work on at least a monthly basis. Should the Consultant fall behind the agreed-upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.
- 4.2** No extension for completion of services shall be granted to the Consultant without the City's prior written consent, except as provided in Section 19.1 herein.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

- 5.1 For Basic Services:** City shall pay Consultant for services of Consultant's principals and employees engaged directly on the project and rendered pursuant to Paragraphs 2.0 and 3.0 on the basis of the Consultant's Hourly Fee Schedule shown in Appendix "A".
- 5.2 For Additional Services:** City shall pay Consultant for Additional Services rendered pursuant to Paragraphs 2.0 and 3.0 as follows:
- 5.2.1 General:** For Additional Services of Consultant's principals and employees engaged directly on the Project, on the basis of the Consultant's Hourly Fee Schedule as set forth in Appendix "A".
- 5.2.2 Professional Associates and Consultants:** For services of independent professional associates and consultants employed by the Consultant to render Additional Services, the amount billed to the Consultant therefor times a factor of 1.0.
- 5.2.3 Serving as a Witness:** For services rendered by Consultant's principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative

proceeding and compensation for time spent in preparing to appear for any such litigation, arbitration, or proceeding will be on the same basis provided in Subparagraph 5.2.1. Compensation for Consultant's independent professional associates and consultants shall be on the basis provided in Subparagraph 5.2.2 and per Consultant's Hourly Fee Schedule as shown in Appendix "A".

5.3 For Reimbursable Expenses: In addition to payments provided for in Subparagraphs 5.1 and 5.2.1 through 5.2.3, the City shall pay the Consultant the actual costs of all reimbursable expenses incurred in connection with all Basic and Additional Services in accordance with the City's "Consultant Expense Reimbursement Policy" as set forth in Appendix "B."

5.4 Times of Payments: At monthly intervals, the Consultant shall submit statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon the Consultant's actual manpower expended and actual expenses incurred within the billing period.

5.4.1 At the end of each billing period, the Consultant shall provide to the City a report of the actual progress of the work completed compared to the Project schedule for completion of the work to the end of such period.

5.5 Other Provisions Concerning Payment: In the event of termination by the City under Section 18.0 during the performance of the Services, payments due to the Consultant up to the point of termination, including payments for services rendered, and all costs incurred shall constitute total payment for such services.

5.5.1 Records of Consultant's Hourly Costs and Expenses pertinent to Consultant's compensation under this Agreement will be kept in accordance with generally accepted accounting principles. These records will be made available to the City on request prior to final payment for Consultant's services.

5.5.2 A separate invoice must be submitted for each individual Task Authorization. Invoices must show a breakdown of the number of hours worked by each person charging time to the Task Authorization, hourly rate, and any reimbursable expenses.

5.6 Definitions:

5.6.1 The "Hourly Rate Fee Schedule" used as the basis for payment, means the Consultant's current hourly rates as set forth in the attached Appendix "A". The hourly rates set forth in attached Appendix "A" are subject to an equitable adjustment that is to be negotiated prior to the renewal of the Agreement. Any adjustment to the Hourly Fee Schedule must be mutually agreed to by the City and the Consultant.

5.6.2 "Reimbursable Expenses" means the actual expenses incurred by the Consultant or the Consultant's independent professional associates or consultants, directly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); telephone calls and telegrams; reproduction of reports, drawings, Computer Aided Drafting (CAD) use, specification and/or bidding documents preparation, and similar Project-related items, and present or future sales, use, excise, or other

similar tax applicable to the furnishing of any service hereunder levied by the State of Florida; and overtime work requiring higher than regular rates if approved in advance by the City.

6.0 RIGHT TO INSPECTION

- 6.1** The City or its agents shall at all reasonable times have the right to review or observe the services performed by the Consultants.
- 6.2** No inspection, review, or observation shall relieve the Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

- 7.1** The City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required, during the term of any Task Authorization entered into under this Agreement. The Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by the City's Project Manager, and the Consultant shall be compensated at the billing rates set forth in Article 5.0.

8.0 SAFETY

- 8.1** The Consultant agrees to comply with the City's published safety standards while on the property of the City. A copy of these standards is provided in Exhibit "D".
- 8.2** The Consultant shall have full responsibility and assume all liability for the safety and supervision of its employees while performing services provided hereunder.

9.0 REASONABLE ACCESS

- 9.1** During the term of this Agreement, the City shall grant the Consultant reasonable access to the City's premises for the purposes of fulfilling its purposes under this Agreement.

10.0 INSURANCE

- 10.1** The Consultant shall maintain in force during the term of this Agreement, at its own expense, insurance as set forth in Exhibit "B," which is hereby made part of this Agreement.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

- 11.1** The Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance under this Agreement.

12.0 REPRESENTATIONS

- 12.1** The Consultant represents that the services provided hereunder shall conform to all requirements of this Agreement; shall be consistent with recognized and sound planning and development practices and procedures; and shall conform to the customary standards of care, skill and diligence appropriate to the nature of the services rendered.

- 12.2** The Consultant represents that the personnel furnishing such services shall be qualified and competent to perform the services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.
- 12.3** Subject to the provisions of this section, should Consultant breach the warranties set forth herein, the City shall have such remedies as may be provided at law or equity.

Without limiting the generality of the foregoing, if the Consultant completes its services under any Task Authorization entered into hereunder, and the Consultant's services are noncomplying, defective, or otherwise improperly performed and the City notifies the Consultant in writing that a defect, error, omission or noncompliance has been discovered in the Consultant's services, the Consultant shall, at the option of the City: (a) correctly re-perform such noncomplying, defective, or otherwise improperly performed services at no additional cost to the City; (b) refund the amount paid by the City attributable to such noncomplying, defective, or otherwise improperly performed services; or, (c) if the Consultant fails to take action under (a) above, at the Consultant's sole expense, otherwise cure or have cured any such noncomplying, defective, or otherwise improperly performed services.

13.0 GUARANTEE AGAINST INFRINGEMENT

- 13.1** The Consultant guarantees that all services provided under this Agreement shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, the Consultant shall indemnify, hold harmless, and defend the City, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, and trademark resulting from the use of any goods, services, or other item provided under this Agreement. Notwithstanding the foregoing, the Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

- 14.1** Upon the City's or its designated Project Manager's request, at any time during the term of this Agreement or upon completion or termination of this Agreement, the Consultant shall provide the City or its designated Project Manager with a copy of all documents prepared by the Consultant under this Agreement or any Task Authorization hereunder. All documents prepared by the Consultant under this Agreement or any Task Authorization hereunder shall be owned by the City. The City understands that re-use of any documents for any other purpose, shall be at the City's own risk.
- 14.2** Consultant shall comply with all public records laws of the State of Florida, including Chapter 119, Florida Statutes. Consultant shall specifically:
- 14.2.1** Keep and maintain public records required by the City to perform the service.
- 14.2.2** Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

14.2.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the City.

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

14.3 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

15.0 ASSIGNMENT

15.1 The Consultant shall not assign or subcontract this Agreement, any Task Authorization hereunder, or any rights or monies due or to become due hereunder without prior, written consent of the City.

15.2 If upon receiving written approval from the City, any part of this Agreement is subcontracted by the Consultant, the Consultant shall be fully responsible to the City for all acts and/or omissions performed by the subcontractor as if no subcontract has been made.

15.3 If the City determines that any subcontractor is not performing in accordance with this Agreement, the City shall so notify the Consultant, who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by the Consultant, prior to commencement of any work by the subcontractor, the Consultant shall require the subcontractor to provide the City and its affiliates with insurance coverage as set forth by the City Director of Risk Management.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, the Consultant shall be considered an independent contractor.

17.0 DEFAULT

17.1 If, during the term of this Agreement, the Consultant shall be in default of any of the material provisions of this Agreement, the City may suspend its performance hereunder until such delinquency or default has been corrected; provided, however, that no suspension shall be effective unless and until the City gives written notice of the default to the Consultant with at least ten (10) days to cure such default. If the Consultant fails to correct such delinquency or default within thirty (30) days of suspension by the City, the City may terminate this Agreement and pursue any other remedy available to it under law or equity.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, the City may, upon written notice to the Consultant, terminate this Agreement if: (a) Consultant is adjudged to be bankrupt; (b) Consultant makes a general assignment for the benefit of its creditors; (c) Consultant fails to comply with any of the conditions or provisions of this Agreement; or (d) Consultant is experiencing a labor dispute which threatens to have a substantial, adverse impact upon performance of this Agreement, without prejudice to any other right or remedy the City may have under this Agreement. In the event of such termination, the City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damages to the City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or other cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement.

20.0 GOVERNING LAW AND VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed and enforced in accordance with the laws of the State of Florida. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of this Agreement is deemed invalid, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts thereof shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

- 23.1** Waiver by either party of any terms, condition, or provision of this Agreement shall not be considered a waiver of that term, condition or provision in the future.
- 23.2** No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

- 24.1** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City or the Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

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

26.0 ENTIRE AGREEMENT

- 26.1** This Agreement, including all Schedules, Attachments, Appendices, and Exhibits attached hereto, constitutes the entire Agreement between the City and the Consultant with respect to the services specified and all previous representations or agreements relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NOTICE

- 27.1** Any notices required to be given by the terms of this Agreement shall be delivered by hand or certified mail, return receipt requested, to:

For Consultant:

The Lunz Group, LLC d.b.a The Apiary
Attn. Bradley Lunz
58 Lake Morton Dr.
Lakeland, FL 33801
863-216-6495

For City:

City of Lakeland
Community and Economic Development Department
Attn.: Interim Director Brian Rewis
228 South Massachusetts Avenue

Lakeland, Florida 33801
(863) 834-6011

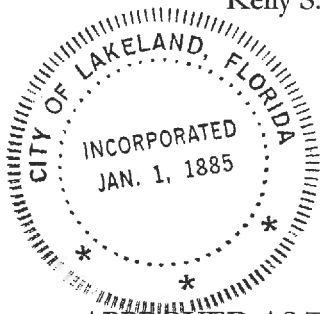
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY :

CITY OF LAKE LAND

BY: H. William Mutz
H. William Mutz, Mayor

ATTEST: Kelly S. Roos
Kelly S. Roos, City Clerk



APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis
Palmer Davis, City Attorney

CONSULTANT:

BY: BRADLEY T. LUNZ

ITS: PRESIDENT / CEO

ATTEST: Eden H. Houser

ITS: DIRECTOR OF OPERATIONS

(CORPORATE SEAL)

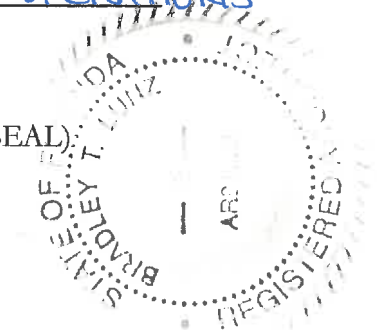


EXHIBIT “A”

SCOPE OF SERVICES

BASIC CONSULTING SERVICES AGREEMENT

The Scope of Services to be provided by the Consultant shall include a wide variety of both general and specific planning, design and development services which shall include, but not be limited to, the following:

1. Community, Neighborhood and Comprehensive Planning
 - Preparation of comprehensive plan element updates to meet new legislative mandates and/or city strategic plan or certification program requirements: transportation, parks, potable water, housing, land use, capital improvement;
 - Public participation outreach and visioning including charrettes;
 - Preparation of neighborhood or small area plans;
 - Analysis of economic and demographic data.
 - Municipal annexation work, including evaluation of strategies/methods allowed under Florida Law, and implementation actions
2. Community Redevelopment Area Planning and Programming
 - Planning and program/project identification and implementation;
 - Preparation of economic development reports and recommendations;
 - Preparation of due diligence reports;
 - Evaluation of economic impact of development projects or programs;
 - Legal assistance as it relates to projects and initiatives of the Community Redevelopment Agency (i.e. expertise in laws governing CRAs and assistance in preparing development agreements, administering CRA grant and loan programs and acquisition and disposition of real estate)
 - Analysis of market feasibility;
 - Creation of databases with economic and/or census-based data to enable thematic mapping.
3. Housing Data and Market Analysis
 - Housing market studies
 - Analysis and quantification of needs
 - Analysis and development of housing programs and policies.
4. Impact Fee Analysis and Reevaluation of Existing Fees
 - Development of impact fee studies for parks/recreation and libraries, fire, law enforcement and/or transportation, documenting methodologies, presenting findings and recommendations (may include phasing and or indexing of recommended fees);
 - Review of independent fee studies; and utilization of multimodal and geographical variables in establishing transportation impact fees; advise on specific use issues.

5. Land Development Regulations and Codes
 - Evaluation and/or updating sections of the City's Land Development Regulations;
 - Development of sustainable best management practices and regulations;
 - Evaluation of private development proposals.
6. Transportation Planning & Review
 - Perform traffic studies and/or review traffic studies submitted for concurrency determinations;
 - Conduct Alignment (PD&E) Studies possibly some design work, develop preliminary project cost estimates;
 - Conduct integrated land use and multi-modal transportation planning for select corridors, including analyses in support of the City's Vision Zero traffic safety goal;
 - Assist the City with trails planning or implementation of trail/pathway plans.
7. Urban and Community Design, Historic Preservation, Architectural Design and Landscape Architecture
 - Preparation of alternative design concepts;
 - Development or review of urban design standards such as traditional neighborhood development and mixed-use guidelines;
 - Preparation of open space (greenway) plans;
 - Development of preliminary architectural programming and renderings;
 - Development of commercial façade architectural design standards;
 - Development of Architectural Drawings and Specifications for new and renovated municipal facilities; and
 - Interior space analysis and furniture layout.
8. Visual Imaging, Multi-Media and Graphic Design
 - Visual imaging to include three dimensional videos and graphics, animation and photo-simulation techniques to support project data and analysis;
 - Graphic design layout and publishing to convey project outcomes through printed and electronic means: brochures, flyers or marketing material; and
 - Infographics that convey statistical data or other complex content.
9. Provide expert witness testimony and preparation for trial or hearings.
10. Attend City Commission Meetings, as required, to present information.
11. Other such work as may fall under the general scope heading of general planning, design and development services.

EXHIBIT "B"

INSURANCE REQUIREMENTS

Planning, Design and Development Professionals (CCNA)

STATEMENT OF PURPOSE

The City of Lakeland (the "City") from time to time enters into agreements, leases and other contracts with Other Parties (as hereinafter defined).

Such Agreements shall contain at a minimum risk management/insurance terms to protect the City's interests and to minimize its potential liabilities. Accordingly, the following minimum requirements shall apply:

CITY DEFINED

The term City (wherever it may appear) is defined to mean the City of Lakeland itself, its Commission, employees, volunteers, representatives and agents.

OTHER PARTY DEFINED

The term Other Party (wherever it may appear) is defined to mean the other person or entity which is the counterparty to the Agreement with the City and any of such Other Party's subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, contractors and subcontractors.

LOSS CONTROL/SAFETY

Precaution shall be exercised at all times by the Other Party for the protection of all persons, including employees, and property. The Other Party shall comply with all laws, rules, regulations or ordinances related to safety and health, and shall make special effort to anticipate and detect hazardous conditions and shall take such precautionary and prompt action where loss control/safety measures should reasonably be expected.

The City may order work to be stopped at any time, without liability, if conditions exist that present immediate danger to persons or property. The Other Party acknowledges that such stoppage, or failure to stop, will not shift responsibility for any damages from the Other Party to the City.

INSURANCE - BASIC COVERAGES REQUIRED

The Other Party shall procure and maintain the following described insurance, except for coverage specifically waived by the City of Lakeland, on policies and with insurers acceptable to the City, and insurers with AM Best ratings of no less than A.

These insurance requirements shall in no way limit the liability of the Other Party. The City does not represent these minimum insurance requirements to be sufficient or adequate to protect the Other Party's interests or liabilities, but are merely minimums.

"Except for workers' compensation and professional liability, the Other Party's insurance policies shall be endorsed to name the City of Lakeland as additional insured. It is agreed that the Other Party's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by The City of Lakeland for liability arising out of the operations of this agreement."

Insurance Requirements (cont'd)
INSURANCE – BASIC COVERAGES REQUIRED (cont'd)

Except for workers compensation, the Other Party waives its right of recovery against the City, to the extent permitted by its insurance policies.

The Other Party's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City. They shall be reduced or eliminated at the option of the City. The Other Party is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Other Party or any other insurance of the Other Party shall be considered primary, and insurance of the City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the City of Lakeland, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract, or lease.

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Other Party and the additional insured against all claims arising from bodily injury, sickness, disease, or death of any person other than the Other Party's employees or damage to property of the City or others arising out of any act or omission of the Other Party or its agents, employees, or Subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Other Party under the article entitled **INDEMNIFICATION**, and **"Products and Completed Operations" coverage.**

The Other Party is required to continue to purchase products and completed operations coverage for a minimum of three years beyond the City's acceptance of renovation or construction properties.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Business Automobile Liability: Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The liability limits shall not be less than:

Bodily Injury and Property Damage	\$1,000,000 Single limit each occurrence
--	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limits, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statue 440, the Other Party will provide a copy of State Workers' Compensation exemption.

All subcontractors shall be required to maintain Worker's Compensation.

The Other Party shall also purchase any other coverage required by law for the benefit of employees.

ADDITIONAL INSURANCE

Additional Insurance: *The City requires the following types of insurance:*

Professional Liability/Malpractice/Errors or Omissions Insurance: The Other Party shall carry professional malpractice insurance throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the first date of the Contract through the expiration date of the last policy period. In the event that Other Party shall fail to secure and maintain such coverage, Other Party shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

The liability limits shall not be less than: \$1,000,000

EVIDENCE/CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the City shall be notified at least 30 days in advance of cancellation, nonrenewable, or adverse change.

New Certificates of Insurance are to be provided to the City at least 15 days prior to coverage renewals.

If requested by the City, the Other Party shall furnish complete copies of the Other Party's insurance policies, forms and endorsements.

For Commercial General Liability coverage the Other Party shall, at the option of the City, provide an indication of the amounts of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Other Party's obligation to fulfill the insurance requirements herein.

EXHIBIT "C"

**INDEMNIFICATION
Consultant**

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order or Task Authorization, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract.

In any and all claims against the City, or any of its officers or employees, by any person employed or utilized by the Consultant in the performance of this Contract, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant or any other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Consultant, or any other person or organization.

Applicability: It is the express intent of the Consultant that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

_____ **Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.**

_____ to _____.
(Date) (Date)

(OR)

_____ **Agreement is limited to Purchase Order # _____, or Contract dated _____.**

Subrogation: The Consultant and its Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability." In the case of "Professional Liability," the Consultant and its Subcontractors shall require their insurance carriers to waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.

Release of Liability: Acceptance by the Consultant of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work unless otherwise specified in a written agreement between Consultant and City at the time of final payment.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

The Lunz Group, LLC d.b.a The Apiary

Name of Organization

BY:

Signature of Owner or Officer

E-mail: BLUNZ@LUNZ.COM

682-1882
863-216-6495

Organization Phone Number

STATE OF : _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me, by means of physical presence this 19th day of NOVEMBER, 2021.

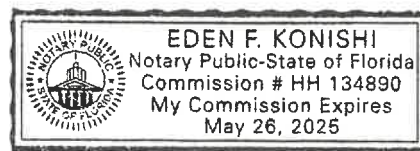
by BRADLEY T. LUNZ, of The Lunz Group, LLC d.b.a The Apiary.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced _____ as
State Drivers License Number

identification, and did ✓ / did not _____ take an oath.

Eden F. Konishi
Signature of Person Taking Acknowledgment

EDEN F. KONISHI
Printed Name of Person Taking Acknowledgment



Notary Seal

CITY OF LAKE LAND

BY: Joyce Dias
Joyce Dias, Risk Management & Purchasing Director

DATE 1/6/2022

EXHIBIT "D"

Specification of Safety and Occupational Health Requirements

All City of Lakeland project representatives who assume responsibility for contract management will be responsible for ensuring compliance with these safety requirements by all Contractors and Subcontractors.

I. General

- A. All contractors are responsible for providing their employees with a safe and healthful working environment as required the Occupational Health and Safety (OSH) Act of 1970 and the Occupational Safety and Health Administration (OSHA) standards. Therefore, the contractor and their employees are responsible for following OSHA standards, applicable state regulations, and the City of Lakeland Safety Practices and Policies.
- B. The City of Lakeland's Safety Team and City management reserve the right to STOP work for any condition found to be Immediately Dangerous to Life and Health (IDLH). The contractor is solely and exclusively responsible for compliance with all safety requirements and the safety of all their employees and property on the project site. Note: Nothing in this requirement is to be construed to as removing or shifting responsibility from the contractor.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Contractor. The City reserves the right to require demonstration of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement. The Contractor agrees upon such breach, all work under the Contract shall terminate until compliance with the provisions of this Agreement is demonstrated. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.

II. Personal Protective Equipment (PPE) (OSHA 29CFR§1910 Subpart I)

It is the contractor's sole responsibility to provide adequate PPE for their employees. Additionally, the contractor is responsible for training their employees in the proper selection, maintenance, use of PPE.

Minimal PPE requirements on City of Lakeland worksites:

- a. **Foot protection** must meet ANSI Z41.1-1999 standards and worn on all City properties.

- b. **Head protection** must meet ANSI Z89.1-1986 standards and worn in all areas except office buildings and office trailers.
- c. **Eye and face protection** must meet ANSI Z87.1-1989 standards and worn in all areas except office buildings and office trailers.
- d. **Hand and Arm Protection** must meet OSHA 29CFR§1910.138 requirements for proper selection, inspection, and care.
- e. **Hearing Protection** must meet ANSI S3.19-74, OSHA 29CFR§1910.95(j) and 29CFR§1910.95 Appendix: B requirements.

Hearing protection must be worn in areas where the noise level is over 85 dB

III. Housekeeping

It is the contractor's sole responsibility to keep the project work site clean during and after working hours. Contractor shall supply waste receptacles for each site location. They shall be emptied not less frequently than once each working day, unless unused, and shall be maintained in a clean and sanitary condition. At the completion of the contract the contractor will ensure that all excess materials are removed from the work site and that the worksite is left clean and safe. If the contractor leaves a project work site unkept and in a hazardous condition; the City will have the area cleaned and forward the bill to the contractor.

IV. Smoking

Smoking is permitted only in designated areas. Receptacle's must be used or waste removed in contractors' waste disposal container.

V. Safety Kick-offs and Safety Stand-Downs

A safety kick-off to disseminate safety expectations will be conducted before the project commences. Safety sand-downs will be conducted when major safety concerns, accidents, or near misses occur.

VI. Training Documentation

OSHA requires documentation of all safety training provided to employees by their employers. Documentation of all required safety training required for work proposed for this contract must be submitted within thirty days of contract award or before commencement of contracted work. Please reference the Safety Requirements Report for details.

VII. Written Safety Programs or Plans

Contactors awarded contracts with the City of Lakeland must, thirty days of contract award or before commencement of contracted work, provide the Risk Management Office written safety programs or plans. Please reference the requirements set forth in the Safety Requirements Report. The Risk Management Office will approve the submitted safety programs or plans as adequate to reduce risk of the work being performed.

APPENDIX “A”

SALARY FEE SCHEDULE

(To be inserted by Firm)

APPENDIX “B”

CONSULTANT EXPENSE REIMBURSEMENT POLICY

City of Lakeland Consultant Expense Reimbursement Policy

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)
2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:
 - Car Rental – Limited to mid-size vehicles or smaller.
 - Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
 - Use of private automobile for administration of project related requirements may be reimbursed at 56 cents per mile (or current IRS mileage reimbursement rate).
 - Local hotel accommodations will be reimbursed at a not-to-exceed rate of \$110.00 per night plus sales tax. All incidentals related to the hotel stay will not be reimbursed.
 - No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
 - No reimbursement will be provided for personal expenses of any nature.
 - Meal expenses will be reimbursed at \$46.00 per day, a maximum of a 15% gratuity will be allowed.
 - When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or back-up documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.
3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.