

CONTRACT NO. 20260129
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
ADG ARCHITECTURE, LLC.
for
DESIGN – ZEMEL ROAD LANDFILL OPERATIONS BUILDING

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into by and between **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948 (hereinafter the "County"), and **ADG ARCHITECTURE, LLC.**, 3820 Colonial Boulevard, Suite 100, Fort Myers, FL 33966 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain Consultant to provide professional planning and design services for the planning and design of a Zemel Road Landfill Operations Building located at 29751 Zemel Road, Punta Gorda, Florida, including replacement of existing maintenance and operations facilities and related improvements (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 20260129, as modified by all issued addenda required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in RFP No. 20260129, the Notice of Availability, and the Scope of Services incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 20260129, Design – Zemel Road Landfill Operations Building, as issued by the County, as modified by Addendum No. 1 dated December 4, 2025, Addendum No. 2 dated December 17, 2025, Addendum No. 3 dated December 18, 2025, and Addendum No. 4 dated January 5, 2026, together with the Notice of Availability, the Proposal submitted by Consultant, and the Scope of Services and Fee Proposal submitted by the Consultant are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services, Project Deliverables, Schedule, and Fee Proposal are attached hereto as **Exhibit A (containing the "Scope of Services" and the "Fee Schedule")** and are specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including **Exhibit A** attached hereto;
- 2) RFP No. 20260129, as modified by Addendum No. 1 dated December 4, 2025, Addendum No. 2 dated December 17, 2025, Addendum No. 3 dated December 18, 2025, and Addendum No. 4 dated January 5, 2026; and
- 3) The Proposal submitted by the Consultant dated April 1, 2026.

ARTICLE 2. **CONSULTANT'S SCOPE OF SERVICES**

2.1. Consultant agrees to perform all services and provide all materials for the Project as described in **Exhibit A – Scope of Services** attached hereto, which incorporates the County's RFP No. 20260129 for professional planning and design services for Sheriff Jail Administration, kitchen, and laundry renovations and related improvements, as more particularly described in **Exhibit A**.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A** for the compensation set forth in this Agreement and the applicable Fee Schedule. Consultant shall make no claim for additional compensation or damages owing to suspensions, delays, or hindrances arising during performance of this Agreement, except that such suspensions, delays, or hindrances may be compensated for only by extension of time as the County may determine. Such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A – Scope of Services**, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the Board of County Commissioners ("BOCC") and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in **Exhibit A – Scope of Services** in the times allowed for performance of the Project as set forth in **Exhibit A – Scope of Services**.

ARTICLE 3. **COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES**

3.1. County shall pay Consultant for the tasks and services described in the applicable Fee Schedule attached hereto as **Exhibit A** actually performed by Consultant and in accordance with this Agreement. The total payment to Consultant shall not exceed **Five Hundred Eighty-Eight Thousand Eight Hundred One Dollars (\$588,801.00)** for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in accordance with the task-based compensation structure set forth in the applicable Fee Schedule, in proportion to the services completed during the applicable billing period. Percentage of services completed and payment requests shall be subject to review and approval by the Facilities Construction and Maintenance Director, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the Facilities Construction and Maintenance Director, or his/her designee. Should the County Project Manager, or his/her designee, determine that the billing is not commensurate with services performed or work accomplished, Consultant shall adjust the billing accordingly. Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4. **CONSULTANT'S RESPONSIBILITIES**

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care shall be required of any subconsultant, or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for a period of one (1) year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

4.3. Consultant shall ensure all services and deliverables comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to requirements, labor standards, and domestic materials preferences, to the extent such requirements are expressly imposed by the County in **Exhibit A – Scope of Services**.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other materials resulting from Consultant's services under this Agreement shall become the property of the County and shall be delivered to the County without cost, restriction, or limitation as to use, regardless of format (paper or electronic). Any subsequent use of such materials by the County for purposes other than the Project shall be at the County's sole risk, and Consultant shall have no liability for such subsequent or other use.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems, as reasonably identified and communicated by the County prior to commencement of services.

ARTICLE 6.
COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials, and the County makes no representation or warranty as to the accuracy or completeness of such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement, but shall not be obligated to exercise eminent domain or initiate legal proceedings for such access unless expressly authorized by the Board of County Commissioners.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement shall commence on the date it is signed by both parties and shall be completed in accordance with the Contract Schedule set forth in **Exhibit A – Scope of Services and Fee Schedule**. Consultant's services shall be deemed complete when Consultant has provided all deliverables required under **Exhibit A** and this Agreement, and the County has accepted such services and deliverables as satisfactory, unless otherwise terminated in accordance with this Article.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County may allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays, provided that such determination shall not be unreasonable, arbitrary, or capricious.

7.3. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with the Scope of Services through the effective date of termination.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to terminate. The written notice shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated in Article 3 above.

ARTICLE 8.
NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for 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 Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration, and Consultant shall be subject to all remedies available under applicable law.

**ARTICLE 9.
NOTICES**

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

<u>Consultant:</u> ADG Architecture, LLC.	<u>County:</u> Purchasing Division
Name: Robert T. Taylor Principal	Name: Kimberly A. Corbett Senior Division Manager
Address: 3820 Colonial Boulevard, Suite100 Fort Myers, FL 33966	Address: Charlotte County Purchasing 18500 Murdock Circle, Suite 344 Port Charlotte, Florida 33948

9.2. Consultant shall immediately notify County of any changes in address.

**ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE**

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

**ARTICLE 11.
ASSIGNMENT**

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

**ARTICLE 12.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION**

12.1. This Agreement represents the entire and integrated Agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One

or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.
GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in or for Charlotte County, Florida.

ARTICLE 14.
INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.
AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2. If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense

including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3. Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) 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 at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential 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; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, Suite 200, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16. INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against any and 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 Agreement.

16.2. Notwithstanding any other provision in this Agreement, the County agrees to strictly limit Consultant's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation, and breach of contract, to the lesser of the fees paid to Consultant for the Services or maximum of applicable insurance proceeds. No claim may be brought against the Consultant in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand, or action brought under this Agreement shall be directed and/or asserted only against the Consultant and not against any of the Consultant's employees, shareholders, officers, or directors. The Consultant's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the

Services. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16.3. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 17.
SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, County may, at its sole option, terminate this Agreement if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 18.
EMPLOYEE RESTRICTIONS

18.1. County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act (“INA”)]. The County shall consider employment by any contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

18.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Consultant to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 448.095(2)(c)3, *Fla. Stat.*

ARTICLE 19.
HUMAN TRAFFICKING

19.1. Pursuant to Section 787.06 of the Florida Statutes, by signing this Agreement, Consultant agrees and attests, under penalty of perjury, that Consultant does not use coercion for labor or services as defined in Section 787.06 of the Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement as of the date and year written below.

WITNESSES:

ADG Architecture, LLC:

Signed By: _____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

Date: _____

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court and Ex-officio Clerk to the Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA**

By: _____
Joseph M. Tiseo, Chairman

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Thomas M. David, County Attorney
LR26-0397 _____

Exhibit List:

Exhibit A (the "Scope of Services" and "Fee Schedule")



CREATE | INSPIRE | IMPROVE

April 21, 2026

Rhiannon Mills
Senior Contract Specialist
Charlotte County Board of County Commissioners
18500 Murdock Circle, Suite# 344
Port Charlotte, FL 33948-1094

Project Name: Charlotte County - Zemel Road Landfill Operations Building
Proposal No.: 2026-P-008

Dear Ms. Mills

ADG Architecture, llc (CONSULTANT) is pleased to present this proposal and agreement to furnish architectural and related engineering services for Charlotte County at the project located at 29751 Zemel Road, Punta Gorda, FL 33955 (CLIENT) for the project as described herein.

PROJECT DESCRIPTION AND UNDERSTANDING

Charlotte County is requesting professional planning and design services for the replacement of the existing Maintenance and Operations buildings at the Zemel Road Landfill with a single, consolidated, hurricane-rated Operations Building the current facilities (1,864 SF and 3,240 SF) have reached the end of their useful life and no longer support operational growth or staffing demands. ADG understands that this project represents a critical infrastructure investment intended to strengthen operational efficiency, improve staff safety, and provide a durable, long-term solution that supports Charlotte County's solid waste services.

The project will require careful integration of site constraints, geotechnical considerations, environmental compliance, fleet and equipment circulation, and operational continuity throughout design and construction. The new building will deliver hurricane-rated structural performance, resilient envelope systems, properly planned maintenance bays, and well-organized administrative and support spaces that reflect real-world workflows.

As an alternative to the design scope, following completion and occupancy of the new Operations Building, the project may include the demolition and removal of the existing Maintenance and Operations buildings, associated foundations, utilities, and site improvements. Demolition activities will be coordinated to minimize disruption to landfill operations and will follow applicable environmental and safety regulations. Given the long-term use of the facility for equipment maintenance, a Phase I Environmental Site Assessment to evaluate the potential presence of petroleum products or other

contaminants associated with historical operations will need to be conducted. Limited environmental testing and site remediation measures will be implemented to address any identified soil or subsurface impacts prior to final site restoration, ensuring the property is returned to a safe and compliant condition for future operational use.

PROJECT DELIVERY

The Architect will perform the following tasks to accomplish the project:

TASK 1 - Pre-design

- 1.1 Meet with the CLIENT'S designated Representative as required to determine the following project objectives:
 - 1.1.1 Project program, goals, vision, and scope
 - 1.1.2 Project design requirements
 - 1.1.3 Design objectives
- 1.2 Review possible site(s) at the landfill adjacent to the existing facility.
- 1.3 Boundary Survey – Preparation of a boundary survey based on record deeds located within the online public records and will be performed according to the Standards of Practice set forth in Chapter: 5J-17, Florida Administrative Code, Pursuant to Section 472.027, Florida Statutes.
- 1.4 Topographic Survey – Preparation of a survey that includes the collection of topographic data and location information on the subject development parcel sufficient for design purposes. Data will be tied to National Geodetic Survey Control and North American Vertical Datum of 1988.
- 1.5 Prepare project design schedule.

TASK 2 – Schematic Design

- 2.1 Provide conceptual design studies in accordance with the project scope for your review. This includes the following:
 - 2.1.1 Schematic Floor Plans
 - 2.1.2 Schematic Building Elevations
 - 2.1.3 Conceptual Site Plan
 - 2.1.4 Conceptual Building Section
- 2.2 Civil engineering design consultant in preparing architectural design review submittals that are required by the local permitting authority:
 - 2.2.1 Site Plan Generation - Preparation of the project's site plan including the layout of proposed site improvements in conformance with the municipality's zoning and land development regulations.
 - 2.2.2 Paving, Grading & Drainage Design - Completion of the project's stormwater design and preparation of the final paving, grading and drainage plans to facilitate permitting and construction of the stormwater system.
 - 2.2.3 Stormwater Permitting - Preparation of the permit application and supporting documentation for submittal to the Southwest Florida Water

- Management District for an Environmental Resource Permit and local municipal stormwater department.
- 2.2.4 Water Distribution System Design – Completion of the design and construction plan preparation of the potable water distribution system extension from the existing operations facility. This service also includes our preparation of the permit applications and associated documents for submittal to local utility company for construction approval of the potable water distribution system.
 - 2.2.5 Municipal Permitting - Preparation of the permit applications and associated documents for submittal to the local municipality for site development plan approval. This service includes any meetings necessary to address staff comments.
 - 2.2.6 Traffic Generation Report - Preparation of the traffic generation report for the proposed project as required by the site development approval process. This service assumes that only a general minor traffic generation report is required based on the project's anticipated traffic. If a major traffic impact statement is requested by the local municipality, a separate proposal will be provided to address that additional task.
 - 2.2.7 Landscaping Plans – Preparation of landscape plans prepared by a Florida Registered Landscape Architect indicating code minimum landscaping per the local municipality's requirements. This service does not include an irrigation plan, or landscape certification if required.
 - 2.2.8 Protected Species Assessment & Permitting – Preparation of a Protected Species Assessment by a certified wildlife biologist per the State of Florida standards. This service also includes coordination with the State regarding environmental elements of the property during the permitting process. Permitting of any impacts to protected species if determined to be present during the assessment is to be covered under the Environmental fee allowance.
- 2.3 Provide Geo-Technical survey based upon location of the selected site.
 - 2.4 Provide narratives for structural, MEP, and Fire Alarm Systems.
 - 2.5 Attend meetings with CLIENT and other interested parties to further the development of the project.

TASK 3 – Design Development

- 3.1 Upon receipt of approval of the schematic design documents prepared under Task 2, the project design will undergo further design development as follows:
- 3.2 Recommend an alternative to those produced in the 30% plans, incorporating stakeholder feedback.
- 3.3 Prepare plan and profile sheets of the recommended alternative, including updated floor plans, elevations, and sections with greater specificity (e.g. wall thickness, door/window placement).
- 3.4 Determine permitting requirements at state, and local levels, and provide a permitting matrix outlining agencies, timelines, and responsibilities.
- 3.5 Finalize major material choices (e.g. flooring, cladding) and building systems (e.g. HVAC, lighting).

- 3.6 Coordinate with structural, MEP, and other consultants to incorporate preliminary structural grids and MEP layouts.
- 3.7 Expand the outline specifications into a detailed document, identifying specific products or performance criteria.
- 3.8 Refine the design to address specific code requirements identified in the 30% phase.
- 3.9 Develop site civil documents and submit them to Charlotte County and State agencies as required for review.

TASK 4 - Construction Documents

- 4.1 Based upon your authorization of the concept documents prepared under Task Three we will develop and provide final permitting and construction documents as follows:
 - 4.1.1 Architectural drawings with construction detail
 - 4.1.2 Structural drawings and construction detail
 - 4.1.3 Civil Engineering drawings and documents
 - 4.1.4 HVAC engineering, design, and drafting
 - 4.1.5 Florida energy code calculations
 - 4.1.6 Plumbing system engineering, design, and drafting
 - 4.1.7 Design Engineering for 61G15-32 Performance Specification and Sprinkler Head Layout to support the new Maintenance Building, Office Space, Breakroom and Restrooms, as required. (See fee allowance)
 - 4.1.8 Lighting and power systems
 - 4.1.9 Design Engineering for External Generator Hook-Up
 - 4.1.10 Fire Alarm as per FAC 61G15
 - 4.1.11 Design of Septic System
 - 4.1.12 Design Specification for Water Filtration System for Well Water
 - 4.1.13 Design for Compressed Air Distribution, as required.
 - 4.1.14 Design for Water Tank and Fire Pump (if Required) is provided under fee allowance.
 - 4.1.15 Design Engineering for Site Parking Lot Lighting and Perimeter Lighting, Controls, Power Distribution and Circuiting
 - 4.1.16 IT/AV Design - Will include coordination with Counties IT/AV Staff and Standards for Telecom/Data, Access/Security Device Locations, Back Boxes, Routing to Headend Room
- 4.2 If requested by the building department during the permitting process, we shall amend and clarify the permit drawings, at our expense. However, the Architect will not be responsible for requested plan revisions that are inconsistent with the Florida Building Code or accepted practice.
- 4.3 Prepare Project manual-book specifications.
- 4.4 Fire Sprinklers: Design Engineering for 61G15-32 Performance Specification and Sprinkler Head Layout to support the new Maintenance Building, Office Space, Breakroom and Restrooms. (See fee allowance).
- 4.5 Fire alarm devices will be presented on plan in accordance with Florida statute. (Performance specification).
- 4.6 Assist in preparing building permit application.

- 4.7 Research and provide component and cladding product information that are listed on the Florida Product Approval list or have Miami Dade "Notice of Acceptance", (NOA). Component cladding data will be listed on drawings or attached to permit application.
- 4.8 Where accepted by jurisdiction, submit plans electronically for building permit.

TASK 5 - Project Bidding Support

Project bidding support phase services consist of the following activities:

- 5.1 Respond to RFI's and provide clarifications to design plans and intent.
- 5.2 Receive, evaluate and issue addenda to plans and specifications as warranted

TASK 6 - Construction Administration Services

Construction administration services consist of the following activities:

- 6.1 Office support activities:
 - 6.1.1 Electronically receive via email (or similar digital transmission method) Contractor's project submittals and/or shop drawings. Review these documents for compliance with the project contract documents and CONSULTANT'S design intent prepared under this agreement. Contractor to provide submittal schedule to CONSULTANT for review.
 - 6.1.2 Receive, review, and respond to Contractor's written request for information.
- 6.2 Project site support activities:
 - 6.2.1 Attend a pre-construction meeting with all interested parties.
 - 6.2.2 Visit the site at periodic intervals of bi-weekly to observe elements of the work as designed under this contract.
 - 6.2.3 Visit site at substantial completion and prepare a Punch List of items that require completion.

Task 7 – Demolition & Environmental Coordination Services (Fee Alternate) - Proceed Only Upon Receipt of Written Authorization from Client

Following completion and occupancy of the new Zemel Road Landfill Operations Building, ADG will coordinate demolition planning and documentation for the removal of the existing Maintenance and Operations buildings. Due to the historical use of the facility for equipment maintenance and operations, environmental due diligence may be conducted to identify potential petroleum products or other contaminants that may have impacted the site over time. Environmental services may include a Phase I Environmental Site Assessment (ESA) and limited soil sampling to determine if remediation measures are necessary prior to site restoration. Environmental soil testing may include laboratory analysis for petroleum hydrocarbons, pesticides, and RCRA metals to evaluate soil conditions and compare results to Florida Department of Environmental Protection cleanup target levels.

- 7.1 Coordination with environmental consultant for completion of a Phase I Environmental Site Assessment.
- 7.2 Review of environmental reconnaissance and soil sampling results associated with the existing maintenance facility area.
- 7.3 Preparation of demolition scope identifying structures, foundations, utilities, and site improvements to be removed following occupancy of the new facility.
- 7.4 Preparation of demolition drawings and technical specifications for inclusion in the project construction documents.
- 7.5 Coordination with environmental consultant regarding soil handling procedures or remediation measures if environmental impacts are identified.
- 7.6 Preparation of site restoration recommendations following demolition activities.

DELIVERABLES

The CONSULTANT will provide the following documents for the CLIENT'S use. A reasonable number of copies (including permit sets) of these documents are included in the base fee. Printed copies of construction sets for other uses are not included in the base fee, and shall be reimbursed to the Architect per pricing on Attachment B. Documents can be provided as digital PDF files via email at no additional cost.

Task 1 - Pre-design Deliverables

- 1.1 Programming document based on meetings.
- 1.2 Boundary and Topographic Survey
- 1.3 Project Design Schedule

Task 2 – Schematic Design Deliverables

- 2.1 Conceptual design documents as indicated herein
- 2.2 Project program analysis
- 2.3 Preliminary Building Code Review
- 2.4 Conceptual Site Plan
- 2.5 Protected Species Survey
- 2.6 Geo-technical Survey

Task 3 - Construction Drawings and Specifications Deliverables

- 3.1 Design Development Drawings
- 3.2 Product Cut Sheets
- 3.3 Outline Specification
- 3.4 Civil Engineering Drawings and required permit applications.

Task 4 - Construction Drawings and Specifications Deliverables

- 4.1 Architectural Drawings, construction detail and code compliance data
- 4.2 Landscaping Plans
- 4.3 Structural Engineering Drawings with construction detail

- 4.4 Plumbing and Mechanical Drawings with construction detail
- 4.5 Electrical Power and Lighting Plans
- 4.6 IT Design for office areas, main gate, device's locations for Telecom, Access/Security Card Readers (Building and Gate) and Low Voltage Device Locations, Back Boxes and Routing to Headend Room.
- 4.7 Fire Sprinkler design Fire Protection Design for Water tank and Fire Pump (If required, see fee allowance)
- 4.8 Design Engineering for Site Parking Lot Lighting and Perimeter Lighting, Controls, Power Distribution and Circuiting.
- 4.9 Design Engineering for External Generator Hook-Up (twist lock/cam lock) Connection, as required.
- 4.10 Fire Alarm Plans
- 4.11 Project Manual – Book Specification
- 4.12 Component cladding data listed on drawings

Task 5 - Project Bidding Support Deliverables

- 5.1 Issue addenda to plans and specifications
- 5.2 Respond to RFI's and provide clarification on design intent.

Task 6 - Construction Administration Services Deliverables

- 6.1 RFI written response
- 6.2 Site visit with field report
- 6.3 Punch List
- 6.4 Final inspection
- 6.5 Certificate of substantial completion

Task 7 – Demolition & Environmental Coordination Services Deliverables (Fee Alternate) - Proceed Only Upon Receipt of Written Authorization from Client

- 7.1 Phase I Environmental Site Assessment report
- 7.2 Environmental site reconnaissance summary and findings memorandum.
- 7.3 Preparation of demolition scope identifying structures, foundations, utilities, and site improvements to be removed following occupancy of the new facility.
- 7.4 Soil sampling and laboratory testing report for petroleum hydrocarbons, pesticides, and RCRA metals, if required.
- 7.5 Environmental findings summary including recommendations for additional investigation or remediation if applicable.
- 7.6 Demolition scope documentation identifying existing structures, foundations, utilities, and site improvements to be removed.
- 7.7 Demolition drawings indicating limits of demolition and site elements to remain.
- 7.8 Demolition technical specifications outlining procedures, safety requirements, and waste disposal practices.
- 7.9 Environmental coordination memorandum outlining soil handling procedures or remediation recommendations, if applicable.

7.10 Site restoration recommendations following demolition activities.

Additional services not included in the base project scope are listed under Attachment A.

QUALIFICATIONS TO SCOPE OF SERVICES

1. Mechanical engineering includes HVAC design, energy code calculations, and plumbing system design. This includes waste, domestic water systems, and storm drainage systems.
2. Plumbing design will be coordinated with the site civil engineer for site utility connections. Plumbing design is limited to 5 feet beyond the building's foundation.
3. HVAC systems shall be a conventional split system direct expansion type. The design of a central chilled water system is not included.
4. Electrical engineering includes lighting and power, and specification of these system devices. The design of structured cable of voice – data network systems is included.
5. The design of emergency transfer switch is included.
6. Design Engineering for 61G15-32 Performance Specification and Sprinkler Head Layout to support the new Maintenance Building, Office Space, Breakroom and Restrooms are included as fee allowance.
7. Fire alarm devices will be presented on plan in accordance with Florida statute. (Fire alarm system shop drawings are not included). Performance specification is included.
8. Site lighting design and photometric calculations are included.
9. Specialty engineering of manufactured products, such as metal building components, trusses, steel joists, curtain walls or light gauge metal framing is excluded.
10. Building commissioning is excluded.
11. Life Cycle Cost Analysis is excluded.
12. Energy Modeling is excluded.
13. Rational Analysis per Florida Building Code is excluded.
14. Design of Well System to be done under Contractor during construction.
15. BIM is done to LOD 300, design to Full Clash Detection at LOD 350 and above are excluded.
16. Proposal assumes that the proposed site is the open area across the driveway from the existing operations facility. A geo-technical report will be completed immediately to verify if site is feasible. In the case the site is not usable, another site will be evaluated and if required a tree survey will be provided and subtracted from the allowance cost provided below.
17. CLIENT'S Third-Party Consultant - Our design scope includes coordination of consultants that provided services to ADG to accomplish the project's scope as described herein. If the CLIENT retains other project consultants, other than site design and civil engineering, ADG may be entitled to an additional fee for coordination of their work into the CONSULTANT'S documents.

COMPENSATION

1. Compensation shall be a fixed fee.

FEE SCHEDULE

Task	Fee
Task 1: Pre-design	\$36,310.00
Civil: Surveying Services	\$9,800.00
Civil: Environmental Species	\$42,900.00
Task 2: Schematic Design	\$54,465.00
Civil: Preliminary Engineering Services	\$2,000.00
Civil: Engineering	\$83,600.00
Civil: Landscape Plans	\$7,200.00
Task 3: Design Development	\$90,775.00
Task 4: Construction Drawings & Specifications	\$108,930.00
Task 5: Project Bidding Assistance	\$18,156.00
Task 6: Construction Administration Services	\$54,465.00
Civil: Construction Services	\$5,200.00
Total Base Fee	\$513,801.00
Fire Sprinkler Performance Specification and Water Tower Design Allowance	\$25,000.00
Civil: Environmental Allowance	\$5,000.00
Civil: Permitting Fees Allowance	\$5,000.00
Civil: Tree Survey Allowance	\$5,000.00
Total Fee including Allowance	\$553,801.00
Fee Alternates - Proceed Only Upon Receipt of Written Authorization from Client	Fee
Task 7: Demolition Design of Existing Buildings	\$27,645.00
Phase 1 Environmental Assessment	\$3,000.00
Environmental Soil Testing	\$4,355.00
Total Fee	\$588,801.00

This proposal is valid for sixty days from the date of this fee proposal.

PAYMENT

We shall bill you monthly for these services and payment shall be due upon receipt per Charlotte County requirements.

QUALIFICATIONS

1. The CLIENT agrees to reimburse the CONSULTANT for any additional cost incurred by the adoption of any new building codes or ordinances by federal, state, or local governments after the acceptance of this contract.
2. If the project is abandoned or temporarily stopped for more than 30 days, the CONSULTANT shall be reimbursed for all work performed up to the time of stoppage. If a project may be delayed for more than 45 days by circumstances beyond the Architect's control, the Client agrees to compensate the CONSULTANT for any additional charges incurred to restart the project.

We are excited about contributing to the success of this project and bringing your vision to life. Should you require any clarification or have inquiries, please feel free to reach out to me at either Fort Myers (239) 277-0554 or Sarasota (941) 639-2450 without hesitation.

Sincerely,

ADG Architecture, llc



Robert T. Taylor
AIA - NCARB, LEED AP BD+C, President

ATTACHMENT A

ADDITIONAL SERVICES NOT INCLUDED IN THE BASE PROJECT SCOPE

As requested, the following services are excluded from the project base scope but remain available to you as an additional service:

- a. Opinions of probable cost
- b. Bidding or negotiations with Contractors or Sub-Contractors.
- c. Interior design services including the selection of interior/exterior colors and interior finishes is excluded. Finishes indicated on plans shall be generic and nonspecific.
- d. Asbestos surveys, reports, or methods of remediation are excluded.
- e. Scale models and renderings or similar marketing aids
- f. Threshold inspection services are not included but can be provided through the Structural Engineer of Record.
- g. Natural gas piping, LP gas piping, or fuel gas piping is excluded, as this is normally furnished by the fuel gas supplier.
- h. Commercial Kitchen planning and design.
- i. FEMA Flood plans
- j. Dumpster enclosure
- k. Screen walls or retaining walls
- l. Parking or storage shelters
- m. Signage structures
- n. CPTED Security and Risk Survey Services

ATTACHMENT B

ADG Architecture Hourly Fees Additional Client – Authorized Work and Standard Hourly Rates

Upon prior authorization from Client, additional authorized work performed beyond the scope of this project as detailed herein shall be invoiced at the following hourly rates:

- Principal \$275.00
- Sr. Staff Architect \$220.00
- Project Manager \$185.00
- Interior Designer \$180.00
- Senior CADD/Draftsperson \$150.00
- Junior CADD/Draftsperson \$120.00
- Clerical \$110.00

** Rates shall increase 5% per annum from date of contract **