Recommendation re: Approval of Change Order No. 1 with Straughn Trout for Se7en Wetlands Education Center Project

Public Works is seeking approval of proposed Change Order No. 1 to purchase order 302462 in the amount of $10,372.80. This change order is for the contract with Straughn Trout for the Se7en Wetlands Education Center Project architectural and engineering design services.

The original contract with Straughn Trout included schematic design services, design development services, construction document services and construction administration services in the amount of $96,782.00. Additional service fees in the amount of $10,372.80 are requested for tasks associated with site planning and permitting expenses. These changes include incorporating Polk County Utilities requirements for fire and potable water supply lines, fire flow calculations and gopher tortoise information onto plans.

Funding is provided for in the Fiscal Year 2026 Budget. These funds are provided by a grant from FDEP in 2023.

Staff recommends the City Commission approve Change Order No. 1 to purchase order 302462 in the amount of $10,372.80 with Straughn Trout for architectural and engineering design services for the Se7en Wetlands Education Center Project and authorize the appropriate City officials to execute all necessary documents.

STRAUGHN TROUT
a Grace Design Studio

November 14, 2025

Mrs. Fiorella Hall
Facilities Project Supervisor, City of Lakeland
Facilities Maintenance | Public Works
228 S. Massachusetts Ave.
Lakeland, FL 33801

RE: PO#302462 - City of Lakeland Se7en Wetlands Education Center – Additional Services , Change Order Request #1

Fi,

Straughn Trout Architects, LLC (STA) requests a Change Order be considered for the Se7en Wetlands Education Center project for the following additional tasks necessary and associated with the project:

- Civil: Changes to Site Plan (excluding building) _____ $6,248.00
- Civil: Permitting Expenses _____ $3,500.00
- Consultant Fee Mark-up 10%_____ $624.80

Total $10,372.80

At this time, STA requests the amount of $10,372.80 be added to PO #302462 for these additional services

See attached WSP Proposal for further description of services for the additional changes to the Site Plan.

We appreciate the opportunity to continue to be a part of this project. Please contact me if you have any questions.

Sincerely,

Jonathan A. Kirk, AIA
jkirk@grace-design.com
Principal - Lakeland
Straughn Trout Architects, a Grace Design Studio, LLC

5015 S. Florida Avenue,
Ste 301
Lakeland, Florida 33813

wsp.com

May 27, 2025

Mr. Jon Kirk, AIA
Principal
Straughn Trout Architects, LLC., a Grace Design Studio
2005 E. Edgewood Drive
Lakeland, Florida 33803

Via Email: jon@straughntrout.com

Re: Proposal for Professional Engineering Services
City of Lakeland – Seven Wetlands Educational Center
WSP Opportunity No.: 2025US417307

Mr. Kirk:

WSP USA Inc. (WSP) is pleased to submit this revised proposal to Straughn Trout Architects (STA) for professional engineering services for the City of Lakeland (City) Seven Wetlands Educational Center project, located in Lakeland. This proposal provides an overview of the services to be provided by WSP.

SCOPE OF WORK

PHASE 1 CONSTRUCTION PLANS

Task 1.1 Civil Construction Plans 60%

WSP will prepare 60% construction plans for the project site. The site will include the proposed Educational Center, overall hardscape areas, and the utility plan. The 60% site civil construction plans are anticipated to include the following sheets: cover, general notes, existing conditions, site plan, grading and drainage plan, utility plan, construction details, and a stormwater pollution prevention plan.

- ***Deliverable****:* An electronic delivery of the 60% Site Civil Construction Plans.

Task 1.2 Civil Construction Plans 100%

WSP will prepare 100% construction plans for the project site. The site will include the proposed Educational Center, overall hardscape areas, the grading and drainage plans, and the utility plan. The 100% site civil construction plans will include all changes required to meet STA and the City comments from the 60% plan submittal, and all responses to comments from all regulatory agencies required to obtain all site permits. The 100% construction plans are anticipated to include the following sheets: cover, general notes,

existing conditions, site plan, grading and drainage plan, utility plan, construction details, and a stormwater pollution prevention plan.

- ***Deliverable****:* An electronic delivery of the 100% Site Civil Construction Plans.

PHASE 2 PERMITTING

Task 2.1 Southwest Florida Water Management District (SWFWMD)

WSP will set up and attend a pre-application meeting with the SWFWMD to determine permit requirements.

WSP will initiate the Southwest Florida Water Management District (SWFWMD) permit application following the incorporation of the STA and City 60% review comments to the construction plans. The City will need to provide historical stage storage information for the wetland cell that the project is being constructed prior to submittal. The permit plans will be an interim percent complete. WSP will sign and seal the permit plans as soon as we have addressed all the comments from STA and the City. WSP will respond to agency reviews of previously submitted materials.

- ***Deliverable****:* An electronic deliverable of the SWFWMD permit submittal package.

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This task includes permit close-out assistance for the City of Lakeland and the Southwest Florida Water Management District permit.

SWFWMD requires the permittee to retain the design professional to conduct an on-site inspection of final construction, assist with the as-built certification requirements of the project, and submit documentation to each agency for permit closeout.

- ***Deliverable****:* An electronic delivery of each permit closeout document.

ADD1 Additional Services - Wetland Designation w/SWFWMD

It is assumed that the SWFWMD will want to do a site visit to verify the limits of existing wetlands in the project area. Since the original line is several years old, WSP's environmental scientist will need to re-stake the limits of the wetlands and GPS the wetland limits prior to meeting with the SWFWMD environmental scientist.

WSP is assuming that, due to the site location and the fact that it is within an existing stormwater facility, no water quality or quantity will be required. If the SWFWMD requires a stormwater facility for water quality or water quantity attenuation, additional design services will be covered under a separate Task Authorization. WSP will prepare and submit an Environmental Resource Permit (ERP) application to SWFWMD and submit the package for review.

ADD2 Additional Services – Changes to Site Plan other than building

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Permitting not included:

Permitting and review by agencies in addition to the SWFWMD is not anticipated. A permit with the Florida Department of Environmental Protection for potable water is not anticipated. It is anticipated that, due to the size of the project, the design of the septic system parameters is all that will be required in the design plans, and a full design and permitting are not anticipated. If required, additional agency reviews will be covered under a separate Task Authorization. Permit Fees are not included in this proposal. WSP will notify STA and the City of any permit fees to be paid for each application.

PHASE 3 CONSTRUCTION

Task 3.1 Construction Administration

WSP's Project Manager and Civil Engineer will attend one pre-construction meeting. The pre-construction meeting is anticipated to be led by STA and attended by the construction contractor, a City representative, and utility service company representatives. The purpose of the pre-construction meeting will be to review permit requirements and the construction schedule, as well as to address any concerns that either the City or the construction contractor may have.

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The Contractor will be responsible for providing all necessary testing/inspection services and reports.

- ***Deliverable****:* An electronic deliverable of the pre-construction meeting sign-in sheet; each shop drawing review; field notes of each site visit; copy of the civil punch list from the Contractor's substantial completion.

KEY PROJECT PERSONNEL

- Project Manager: David Butcher, P.E. LEED AP;

- Lead Engineer: Rimma Arapkina, EI; and
- Permit Coordinator: Tonya Morris, Sr. Project Coordinator.

We appreciate this opportunity to work with Straughn Trout Architects. If you have any questions, please do not hesitate to contact me at 813-436-6557.

Sincerely,
WSP USA INC.



David W. Butcher, P.E., LEED AP
Vice President, Civil Engineer

DWB/tjm

Attachment:
Agreement for Consulting Services

Exhibit A

STRAUGHN TROUT
a Grace Design Studio

May 16, 2025
May 21, 2025 *Revised*
June 07,2025 *Revised*

Fiorella Hall
City of Lakeland Facilities Project Supervisor
Facilities Maintenance I Public Works
Lakeland, Florida 33803
fiorella.hall@lakelandgov.net

RE: City of Lakeland, Se7en Wetlands Park | Education Center

LETTER OF PROPOSAL FOR ARCHITECTURAL SERVICES

Dear Fi,

Straughn Trout, a GHC / Grace Design Studio, appreciates this opportunity to submit our proposal to provide architectural design services for the project referenced above.

PROJECT SCOPE

Our project scope will involve working with you, and the water department staff to develop architectural and engineering construction documents for the proposed Education Center at Se7en Wetlands Park. See attached detailed facility program dated 03.31.25.

Preliminary concept floor plan submitted with grant application 04.08.25.



PROJECT DELIVERY PHASING

ARCHITECTURAL & ENGINEERING BASIC SERVICES

SCHEMATIC DESIGN SERVICES

Based on the information established in our conceptual design phase, the Schematic Design phase will include the following:

- Architectural schematic site and floor plans and exterior elevations.

R-133454

DESIGN DEVELOPMENT SERVICES

- Architectural design development drawings
- Design intent for structural, mechanical, plumbing, and electrical systems/components
- Coordination with the selected Civil Engineer
- Review budgeting prepared by Construction Manager
- Discuss "Best Value" design options

CONSTRUCTION DOCUMENT SERVICES

- Provide complete Architectural construction documents
- Provide Structural engineering construction documents
- Provide Mechanical, Plumbing and Electrical engineering construction documents
- Provide plans and specifications for Authorities having jurisdiction reviews as required
- Provide bidding evaluation & CM/GC negotiation assistance

CONSTRUCTION ADMINISTRATION SERVICES

- To be provided:
  - Site visits (architect anticipates 2 per month for 8 months)
  - Shop drawing, RFI, and submittal reviews
  - Review all Close-out and Warranty documents
  - Prepare Final Punch-lists upon completion of GC/CM punch

SUPPLEMENTAL SERVICES

- Civil Engineering – See attached proposal
  - Provide Civil engineering construction documents
- Landscape Design – none anticipated – not included
- Geotechnical Engineering – See attached proposal
  - For additional boring at revised building location

OWNER PROVIDED SERVICES BY OTHERS

- FF&E Planning (Furniture, Artwork, etc.)

PROFESSIONAL FEES

BASIC SERVICES | Fee Breakdown by Phase:

Schematic Design	20%	$	12,240
Design Development	20%	$	12,240
Construction Documents	40%	$	24,480
Bidding & Negotiation Assistance	2%	$	1,224
Construction Administration	18%	$	11,016
Total Basic Services:		**$**	**61,200**

SUPPLEMENTAL SERVICES | Fee Breakdown (See attached detailed fee proposals)

Civil Engineering	$	28,641
Geotechnical Engineering	$	3,700
Sub-Total	$	32,341
Consultant Fee Mark-up 10%	$	3,234
Total Supplemental Services:	**$**	**35,582**

TOTAL BASIC & SUPPLEMENTAL SERVICES	$	96,782

ADDITIONAL SERVICES | Fee Breakdown (See attached detailed fee proposals)
Authorized only upon owner approval

Civil Engineering		
– ADD1 – Wetland w/SWFWMD	$	12,448
– ADD2 – Revised Site Improvements	$	6,248
Sub-Total	**$**	**18,696**
Consultant Fee Mark-up 10%	**$**	**1,869**
Total Additional Services:	**$**	**20,565**

REIMBURSABLE EXPENSES

In addition to the professional fees noted above, reimbursable expenses will be billed at 1.1 our net cost, and include travel, reproduction, shipping/delivery, mileage @ current government rate, and supplies required specifically for the project. We will work diligently to minimize these expenses, and you will be billed only for our costs incurred.

BILLING SCHEDULE

Billing will occur at the end of each month for the work completed (%) and expenses for that month. Payment is due within 30 days of the invoice date.

PROFESSIONAL LIABILITY INSURANCE

We are insured with Professional Liability Insurance. Certificate can be provided upon request.

END OF PROPOSAL

Sincerely,

Jon Kirk, AIA
Principal Architect - Lake and
Grace Hebert Curtis Architects, LLC

Accepted By:

_____
(signature)

_____
(print)

_____
(date)

ATTACHMENTS

General Terms & Conditions of the Letter Agreement
Se7en Wetlands Programming Document – Dated 3.31.25
WSP Civil Engineering Fee Proposal – Dated 5.27.25
Nissi Geotechnical Engineering Fee Proposal – Dated 5.15.25

HOURLY RATES FOR ADDITIONAL SERVICES

*Shall be per RFQ No. 1259A. Dated October 18, 2021 and extended on July 1st, 2024.

Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.

GENERAL CONDITIONS TO THE LETTER AGREEMENT

1. **PAYMENTS to the Consultant (Grace/GHC) are due upon receipt of each invoice. Invoices are sent out monthly or at the completion of each project phase and the Client/Owner will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. After thirty (30) days from the date of invoice, an account will be considered past-due. Past-due accounts will be charged interest at 1.5% per month, 18% annually, and shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.**
2. **REIMBURSABLE EXPENSES.** Unless noted otherwise, reimbursable expenses will include the following: transportation lodging, and meals in connection with travel; courier services; postage and delivery charges; reproduction costs; photographic production techniques; expense of renderings, models and mock-ups requested by the Client/Owner; and automobile travel (rental, mileage, taxes, etc.). All Reimbursable Expenses not specifically identified in Grace/GHC's standard Rates & Reimbursables Schedule shall be invoiced at 1.15 times cost. Mileage charges for automobiles shall be at the prevailing rate established by the I.R.S. Renderings, graphics and models prepared by outside sources will be reimbursed at actual cost, plus a 1.1 times cost to cover coordination and administrative expenses.
3. **NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with formal mediation or arbitration.
4. **LEGAL COSTS.** The Client/Owner shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Client/Owner shall make all reasonable efforts to assist the Consultant and facilitate the performance of the design team. The Owner shall furnish such legal, accounting and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project, including but not limited to, site surveys, soils investigations, existing building drawings, environmental reports and program data. The Client/Owner shall provide reasonable access to the project site as needed by the design team, identify all project decision-makers and stakeholders, and provide reviews and approvals in a timely manner. If the Client/Owner becomes aware of any fault or defect in the Project or the Consultant's services, he shall promptly notify the Consultant. The Client/Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work. The Client/Owner shall work with the Consultant to establish the project schedule and construction budget.
6. **SEPARATE CONSULTANTS.** If a firm (or firms), consultant or contractor are separately engaged by the Client/Owner to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
7. **COST ESTIMATES.** As the Consultant has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Consultant's (or Consultant's Sub-Consultant's) experience and judgment as a design professional, but it cannot and does not warrant or guarantee that construction's proposals or costs will not vary from its estimates. All estimates provided are intended to establish rough order of magnitude (ROM) building S.F. assumptions.
8. **PHOTOGRAPHY.** Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project which, in the reasonable judgment of the Client/Owner, would seriously compromise Client/Owner's business interests. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Client/Owner requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Consultant the unlimited right to publish photographs of the Project as described above.
9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, BIM Models, Schedules, and Specifications (both physical and electronic documents in all file formats/types) as instruments of services are and shall remain the sole and exclusive property of the Consultant whether the Project for which they are prepared is executed or not. The Client/Owner shall be permitted to retain copies, including electronic reproducible copies in PDF format, of Drawings, Schedules, and Specifications for information and reference in connection with the Client/Owner's use and occupancy of the Project; provided, however, that the Consultant

shall retain any and all copyright privileges in and to such Drawings, BIM Models, Schedules, and Specifications. The Drawings, BIM Models, Schedules and Specifications shall not be used by the Client/Owner on other projects, for additions to this Project, or (provided the Consultant is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant. All other electronic files will be retained in sole ownership and control by the Consultant, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant.

10. **INSURANCE.** The Consultant will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other third party; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, $500,000 each accident, $500,000 Disease Policy Limit, $500,000 Disease each Employee; Commercial General Liability (CSL) $2,000,000 Per Occurrence, $4,000,000 Aggregate; Automobile Liability (CSL) $2,000,000; Professional Liability, $2,000,000; Umbrella Liability, $1,000,000.

11. **SUSPENSION OF WORK.** If any invoice is outstanding (past-due) for more than thirty (30) days (45 days from the invoice date) the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Client/Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement is contingent upon payment of fees by the Client/Owner.

12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Consultant upon seven days written notice should the Client/Owner fail substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Client/Owner upon seven days' written notice to the Consultant should the Consultant fail substantially to perform in accordance with its terms through no fault of the Client/Owner. In the event of termination, the Consultant shall be compensated for all services performed to the termination date, together with Reimbursable Expenses.

14. **STANDARD OF CARE.** Notwithstanding anything to the contrary within this Agreement, the standard of care for all professional services performed or furnished by the Consultant will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.

15. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person, corporation, or entity without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State of Florida.

16. **COVID-19.** Notwithstanding anything mentioned in this proposal, the attached documents or any terms or conditions applicable to Consultant's work, if Consultant's work is delayed, disrupted, suspended, or otherwise impacted as a direct or indirect result of COVID-19 (coronavirus), including, but not limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Consultant's or Subcontractors' workforce and/or unavailability of labor; (3) government quarantines, closures, or other mandates, restrictions, and/or directives; (4) Consultant's or Subcontractors' restrictions and/or directives; and/or (5) fulfillment of STAY's or Subcontractors' contractual or legal health and safety obligations associated with COVID-19, then Consultant shall be entitled to a reasonable adjustment to the schedule and duration to account for such delays, disruptions, and impacts. To the extent the causes identified herein result in an increase in the price of labor, materials, or equipment used in the performance of these services, Consultant may be entitled to a mutually-agreed upon equitable adjustment to the price for such increases, provided Consultant presents documentation of such increases, including the original prices.

APPROVAL BY THE CLIENT OF THE PROJECT AGREEMENT AS PROPOSED INCLUDES ACKNOWLEDGEMENT, ACCEPTANCE AND APPROVAL OF ALL CONDITIONS NOTED ABOVE. THESE CONDITIONS TO THE LETTER AGREEMENT ARE CONSIDERED INTEGRAL TO THE PROJECT AGREEMENT AND ASSOCIATED FEES AND ARE INCORPORATED HEREIN BY REFERENCE.

STRAUGHN TROUT
ARCHITECTS
2005 E EDGEWOOD DRIVE LAKELAND, FL 33803 863.665.6205 LIC. NO. AA0002178

03.31.25

Se7en Wetlands Education Center

Proposed Building Program

A.	Educational Exhibits	
	1. Interior/ exterior exhibits	+/- 583
B.	Multi-purpose Room	
	1. 50 person capacity	+/- 920
	2. Furniture to provide maximum room configuration	
	3. Classroom size – 25-35 people	
C.	Open office area	+/- 134
	1. 2 Workstations	
F.	Misc./ Circulation/ Mech./ Elec. / Jan./ Small Storage	+/- 162
G.	(2) Single User Restrooms	+/- 120
	Proposed Total	+/- 2100

5015 S. Florida Avenue,
Ste 301
Lakeland, Florida 33813

wsp.com

May 27, 2025

Mr. Jon Kirk, AIA
Principal
Straughn Trout Architects, LLC., a Grace Design Studio
2005 E. Edgewood Drive
Lakeland, Florida 33803

Via Email: jon@straughntrout.com

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City of Lakeland – Seven Wetlands Educational Center
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KEY PROJECT PERSONNEL

- Project Manager: David Butcher, P.E. LEED AP;

- Lead Engineer: Rimma Arapkina, EI; and
- Permit Coordinator: Tonya Morris, Sr. Project Coordinator.

FEES AND INVOICING

WSP will provide the services described in the labor table below for a lump sum labor base fee of $28,641. The total lump sum labor fee with approved additions is $47,337. An additional $3,500, not to exceed the expense budget, is also included in this proposal. Each task will be invoiced monthly on a percentage complete basis. Below is the breakdown of the cost for each phase by task:

TASK	DESCRIPTION	LABOR FEE
1.1	Site Design 60%	$10,166
1.2	Site Design 100%	$4,054
2.1	SWFWMD Permit	$8,184
2.2	Permit Closeout	$825
3.1	Construction Services	$5,412
LABOR SUB-TOTAL		$28,641
ADD1	Additional Services – Wetland w/SWFWMD	$12,448
ADD2	Additional Services – Revised Site Improvements	$6,248
LABOR TOTAL		$47,337
EXPENSES (Not to Exceed)		$3,500

NOTE:

WSP will pay expenses, including site permit fees and invoice costs, as they occur. The estimated Not to Exceed expense fee is $3,500.

ADD1 and ADD2 may be added through separate approval by the STA if required.

SERVICES NOT INCLUDED IN THIS PROPOSAL ARE AS FOLLOWS:

- Boundary Survey
- Topographic Survey
- SWFWMD wetland determination and site visit.
- Site changes other than the building and adjacent sidewalk connection.
- Permitting with the City of Lakeland, FDEP water permit, or FDEP sewer permit.
- Structural Design of Retaining Walls.
- Structural Design of Foundations.
- Construction Cost Estimation

This proposal is valid for a period of 30 days. If the terms and conditions outlined in the attached Agreement for Consulting Services are satisfactory, please sign where indicated and return to Tonya Morris via email to tonya.morris@WSP.com. We will return one fully executed original to you for your records.

We appreciate this opportunity to work with Straughn Trout Architects. If you have any questions, please do not hesitate to contact me at 813-436-6557.

Sincerely,
WSP USA INC.

David W. Butcher, P.E., LEED AP
Vice President, Civil Engineer

DWB/tjm

Attachment:
Agreement for Consulting Services

NISSI

May 15, 2025

RE: Proposal for Geotechnical Engineering Services
Seven Wetlands Park - Education Center
Polk County, Florida
Nissi Proposal No. NGP-25-131

Mr. Sandman:

Nissi Geotechnical Engineering, LLC (Nissi) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above-mentioned project.

Project Information

The project consists of property associated with Seven Wetlands Park located at 500 W Carter Rd in Mulberry, Florida. Based on our understanding, the project is anticipated to include improvements consisting of a proposed single-story wood framed education center structure. This proposal has been generated to provide geotechnical support for design of the proposed structure.

This proposal is based on performing the field exploration in areas of the site accessible to our standard geotechnical equipment. Access to the project site should be obtained prior to mobilizing our equipment to the project site.

Geotechnical Scope of Services

The objective of our study will be to obtain information concerning subsurface conditions at the site in order to base engineering estimates and recommendations to support design of the proposed structure.

In order to meet the preceding objectives, we propose to provide the following services:

1. Review topographic and soils information published by the United States Geological Survey (USGS) and the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS), respectively.

2. Perform a site reconnaissance and coordinate utility clearances with Sunshine One Call.

3. Education Center Structure:

    - Perform four (4) Cone Penetration Test (CPT) soundings up to a depth of approximately 50 feet below existing grades.

4. Identify soil conditions at the test locations.

5. Collect encountered groundwater table levels during our exploration at the test locations.

6. Prepare an engineering report in accordance with the scope of services herein that summarizes the course of study pursued, the field data generated, subsurface conditions encountered and our engineering recommendations in each of the pertinent topic areas.

Service Fee

The lump sum fee for performance of the geotechnical services is **$3,700.00**. We will immediately notify you should conditions impacting our scope, schedule, or cost of services occur. This proposal is based on the assumption that no hazardous materials exist on-site that would impact our scope of services provided. Nissi proposes that the work will be completed pursuant to the attached Nissi General Conditions.

We appreciate the opportunity to offer our services to you. If this proposal is acceptable, please sign below as notice to proceed and return a signed copy to our office. Should you have any questions please contact this office.

Respectfully Submitted.

NISSI GEOTECHNICAL ENGINEERING, LLC

Juan M. Navarrete II, P.E.
Geotechnical Engineer

Attachments: Nissi General Conditions

AUTHORIZED BY:	INVOICE TO:
Name:	Company:
Title:	Name:
Signature:	Address:
Date:	Phone: Email:

NISSI GEOTECHNICAL ENGINEERING (NISSI) GENERAL CONDITIONS

1. SCOPE OF WORK - Work means the specific geotechnical, analytical, testing or other service to be performed by Nissi as set forth in Nissi's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by Nissi. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Nissi's work. Nissi shall have no duty or obligation to any third party greater than that set forth in Nissi's proposal, Client's acceptance of Nissi's proposal and these General Conditions. The ordering of work from Nissi, or the reliance on any of Nissi's work, shall represent acceptance of the terms of Nissi's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. RIGHT OF ENTRY - The client will provide right-of-entry for Nissi and all necessary equipment to complete the work. Nissi will take all reasonable precautions to minimize any damage to the property. The Client understands that in the normal course of work some damage may occur and corrections of which is not part of this agreement.

3. DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client will provide the location of all underground utilities or obstructions to Nissi who, in the performance of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold Nissi harmless for any damages to subterranean structures or utilities which are not called to Nissi's attention and correctly shown on the plans furnished and will reimburse Nissi for any expenses in connection with any claims or suits including reasonable attorney fees.

4. IN-PLACE MATERIALS TESTING - Nissi will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Reasonable aesthetic repairs may be made if requested in advance of the work to be performed. The cost for labor and materials would be charged.

5. SAMPLE RETENTION - Nissi will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

6. DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

6.1 The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse the contractor in any way for defects discovered in the contractor's work. It is understood that Nissi will not be responsible for the Contractor's job or site safety on their project. That will be the sole responsibility of the contractor.

7. STANDARD OF CARE - Service performed by Nissi under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

7.1 Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Nissi and that the data, interpretations and recommendations of Nissi are based solely on the information available to Nissi. Nissi shall not be responsible for the interpretation by others of information developed.

8. ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty, shall be binding.

9. OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Nissi, as instruments of service, shall remain the property of Nissi until final payment is received.

NISSI GEOTECHNICAL ENGINEERING (NISSI) GENERAL CONDITIONS

10. BASIS OF PAYMENT - Payment is due within 15 days of date of invoice. Payments not made when due shall bear interest at fifteen (15) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

10.1 If the Client fails to make any payment due to Nissi for service and/or expenses within 60 days of date of invoice, Nissi may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to Nissi in full. Further, Nissi may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, Nissi shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

10.2 In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse Nissi for expenses in connection with any claims or suits, including reasonable attorney's fees.

10.3 This contract shall be governed by the laws of the State of Florida.

11.0 CONSTRUCTION REVIEW - Nissi cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with Nissi's conclusions and recommendations.

12.0 INDEMNIFICATION - Nissi agrees to hold harmless and indemnify Client from and against liability arising out of Nissi's negligent performance of the work. Client agrees to indemnify and hold Nissi harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which Nissi was not solely negligent.

13.0 LIMITATION OF LIABILITY - The Client/Owner agrees to limit Nissi's liability for negligent professional acts, errors, or omissions, such that the total aggregate liability of Nissi shall not exceed $25,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from Nissi' negligent professional acts, errors, or omissions.

13.1 If Client prefers to have higher limits on professional liability, Nissi agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

14.0 INSURANCE - Nissi represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation Insurance and Employer's Liability Insurance in conformance with applicable state laws. Nissi has such coverage under public liability and property damage insurance policies that Nissi deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

14.1 Within the limits and conditions of such insurance, Nissi agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by Nissi, its agents, staff and consultants employed by it. Nissi shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Nissi shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

14.2 Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, Nissi will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

15.0 TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Nissi shall be paid for services performed to the termination notice date plus reasonable termination expenses.

15.1 In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, Nissi may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for Nissi in completing such analyses, records and reports.

NISSI GEOTECHNICAL ENGINEERING (NISSI) GENERAL CONDITIONS

16.0 CLIENT'S OBLIGATION TO NOTIFY NISSI - Client represents and warrants that it has advised Nissi of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which Nissi is to do work hereunder, and unless Nissi has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save Nissi harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Nissi's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Nissi by Client.

17.0 HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring Nissi to assume the status of an owner, operator, generator, store, transporter, treatment or disposal facility as those terms appear within the Resource Conservation and Recovery Act (RCRA) or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

18.0 DESIGN PROFESSIONALS' LIMITATION OF LIABILITY – IN ACCORDANCE WITH FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL EMPLOYED BY NISSI GEOTECHNICAL ENGINEERING, LLC OR AGENT IS NOT INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING DURING THE COURSE AND SCOPE OF A PROFESSIONAL SERVICES CONTRACT.

ATTACHMENT B

STRAUGHN TROUT
ARCHITECTS

2005 E. EDGEWOOD DRIVE LAKELAND, FL 33803 863.665.6205 LIC. NO. AR96576

APPENDIX "A"
SALARY FEE SCHEDULE

HOURLY RATES FOR ADDITIONAL SERVICES (2021)

JOB CLASSIFICATION	RATE SCHEDULE
Architect (Principal)	$250.00
Consultant Principal	$205.00
Staff Architect	$180.00
Planner	$175.00
Civil / Structural / Mechanical /Electrical / Geotech Engineers	$175.00
Senior Designer / Project Manager	$165.00
Interior Designer	$150.00
Staff Engineer / Landscape Architect / Spec Writer	$120.00
Graduate Architect / Design Professional	$110.00
Specialty Consultant (Acoustical, Food Service, Etc.)	Actual Costs + 2.5%
Technician / Intern	$95.00
Administrative / Clerical	$75.00

Overtime to accomplish a project by the client's required completion date will be charged at 1.5 times the above hourly rates, subsequent to client notification and approval.

The Fee Schedule may be adjusted by an amendment to the Architect Services Agreement after mutual written agreement of the parties. The effective date is the date of the amendment to the agreement. Such amendment shall [illegible]

REIMBURSABLE COSTS FOR DIRECT PROJECT EXPENSES (2021)

Printing Rates		Per Printed Side	
		Black & White	Color
Standard Reproduction			
	Letter (8.5"x11") & Legal (8.5"x14") sized documents	$0.15	$1.50
	11"x17" & 12"x18" sized documents	$0.25	$2.50
Plotter Prints			
	24"x36"	$10.00	$15.00
	24"x36" mounted on 3/16" Foam Core Board	$20.00	$25.00
Bond Prints			
	24"x36"	$2.00	Actual Costs
	Other Sizes	Actual Costs	Actual Costs

Travel Expenses
Airfare, Overnight Accommodations, Meals, Etc. ..... Actual Costs
Standard Automobile ..... $0.56/Mile or Current IRS Rate

Shipping (US Postal Service / Federal Express / UPS) ..... Actual Costs

Data File Transfers ..... (Minimum) 1-Hour Clerical + Actual Cost of Media

Pre-Approved Purchase/Rental of Equipment Used in Project ..... Actual Costs

Coordination with Owner's Sub-Consultant or Sub-Contractor ..... 15% of Actual Consultant/Labor Fees

Appendix B

City of Lakeland
Consultant Expense Reimbursement Policy
Revised 6/18/2018

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 the current IRS mileage reimbursement rate. (www.irs.gov)
   - Local hotel accommodations will be reimbursed at a rate not to exceed the GSA lodging rate for Tampa, Florida per night plus sales tax. (www.gsa.gov) Incidentals related to the hotel stay will not be reimbursed.
   - Meal expenses will be reimbursed at a rate not-to-exceed the GSA M&IE rate for Tampa, Florida. A maximum of 15% gratuity on meals will be allowed
   - 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.
   - 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 respective 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.

TASK AUTHORIZATION FORM

In accordance with the **Straughn Trout Architects, LLC (a Grace Design Studio)/ City of Lakeland Continuing Contract for Planning, Design or Development Services** *dated October 18th, 2021*, the City hereby authorizes the Consultant to proceed with the services as set forth in the work order and Consultant's proposal as follows:

Task Authorization No.:		STA-25-06
Project No.:		**721.288.7500.027226.000.00.000**
Project Title:		**Se7en Wetlands Education Center Architectural and Engineering Services**
Billing:		As set forth in the above referenced Agreement.
Not-To-Exceed Cost:		$ 96,782.00
Schedule:	**Start:**	June 2025
	Complete:	December 2026
Scope of Work:		**Straughn Trout Architects, LLC.** Proposal, dated **June 7, 2025**, is attached herein as **Exhibit "A"**. Consultant's reimbursable costs shall be in conformance with the City's Consultant Expense Reimbursement Policy, attached herein as **Exhibit "B"**. **Exhibits "A" and "B"** are made a part of this Task Authorization.

AUTHORIZATION:

Straughn Trout Architects, LLC.

Accepted and Approved By: _____ Date: 6/10/25
Jonathan Kirk, AIA-Principal

CITY OF LAKELAND, FLORIDA

Reviewed By: _____ Date: 6/10/25
Fiorella Hall, Facilities Project Supervisor

Approved By: _____ Date: 6/10/25
Richard Baker, Facilities Maintenance Manager

Approved By: _____ Date: 6/10/25
Heath Frederick, Director of Public Works

Approved By: _____ Date: 6/18/25
Shawn Sherrouse, City Manager