

ARCHITECTURAL & ENGINEERING SERVICE AGREEMENT
#2025-008
AMENDMENT #1

This Amendment, effective as of the date executed by the County (the “Effective Date”), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the “County”), situated at 330 W. Church Street, Bartow, Florida 33830, and CPH Consulting, LLC (the “Consultant”) a Foreign Limited Liability Company, located at 1125 Bartow Highway, Suite 101B, Lakeland, FL 33801 herein referred to as the “Consultant”, and whose Federal Identification Number is: 59-2068806.

WITNESSETH:

WHEREAS, the County and the Consultant entered into that certain Consultant Service Agreement #2025-008 dated February 4, 2025 (the “Agreement”) for professional architectural and engineering services for the design a new northeast regional operations facility to include administrative offices, a parts warehouse, and a fleet maintenance shop. Services include design, permitting, surveying, bidding documents, and construction administration services, all to be performed in Polk County for the construction of the new Polk County Utilities Northeast Regional Warehouse/Operations Building and Fleet Campus, and the services are to be performed in phases (each a “Phase”); and

WHEREAS, Exhibit Aiii of the Agreement set forth the preliminary architectural and engineering services which comprised Phase 1 of the Project Scope of Services, and were conceptual design and a master plan; and

WHEREAS, the estimated time for the Consultant to complete Phase 1 of the Project was 120 calendar days for a total lump sum cost of \$210,909.00, as further set forth in Exhibit Aiii of the Agreement; and

WHEREAS, by this Amendment #1, the parties desire to modify the Agreement to identify and describe the professional architectural and engineering services required for Phase 2 of the Project including, without limitation, final design, permitting, bidding, and construction documentation; and

WHEREAS, pursuant to Section 2.2 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant hereby agree as follows:

1. The Agreement is hereby modified and amended to identify and describe the professional architectural and engineering services required by the County and to be provided by the Consultant for Phase 2 of the Project which includes, without limitation, final design, permitting and bidding documents, which is more fully set forth and described in **Exhibit A** hereto titled “Polk County Utilities Northeast Regional Warehouse/Operations Building and Fleet Campus” (the “Phase 2 Services”).

2. It is anticipated that the Phase 2 Services estimated completion within 200 calendar days from the Effective Date of this Amendment #1, but in any event, shall be provided by the Consultant through final completion of the construction.

3. In consideration for it providing the Phase 2 Services, the County shall pay the Consultant a lump sum cost of \$705,648.50 to be billed in accordance with phases further described in Part I (Compensation Labor) of **Exhibit A**. Phase 1 and Phase 2 Services will be a total lump sum cost of \$916,557.50.

4. The Agreement, as amended by this Amendment #1, continues in full force and effect.

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company.

He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



Detail by Entity Name

Foreign Limited Liability Company
CPH CONSULTING, LLC

Cross Reference Name

CPH CONSULTING, LLC

Filing Information

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Event Date Filed 10/18/2023
Event Effective Date NONE

Principal Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Mailing Address

500 W FULTON ST.
SANFORD, FL 32771-1220

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 10/18/2023

Address Changed: 10/18/2023

Authorized Person(s) Detail

Name & Address

Title President, CEO, Authorized Member

SUTCH, PETER-JOHN F
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

MAHLER, DAVID E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

HENDRIX, TODD H
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Asst. Secretary, Authorized Member

HUNT, PATRICIA
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sattfield, Jeffrey M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sanchez, Carlos M
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Toole, Jason L
500 W FULTON ST.

Title Authorized Member

Jindal, Nikhel
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Luman, Kurt R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Galloway, Thomas J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Chairman, Authorized Member

Renshaw, Michael
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Morris, James R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Breitenstein, Scott A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Winter, James K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Pugh, Galen J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Daly, Amy E
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Roberts, Randall L
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sherrard, Brook K
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Bryant, Joshua A
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Carpenter, Alan R
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

DeWaal, Christopher J
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Morton, Jeremy C
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Lopez, Albert
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

James, Jason
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Sheffield, Kayla
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Ortiz, Jose
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

McCann, Kim
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Authorized Member

Uzun, Ilker
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Treasurer, Authorized Member

Doshi, Charul
500 W FULTON ST.
SANFORD, FL 32771-1220

Title Secretary, Authorized Member

Stutz, Julia
500 W FULTON ST.
SANFORD, FL 32771-1220

Annual Reports

Report Year	Filed Date
2023	01/05/2023
2024	01/07/2024
2025	01/07/2025

Document Images

01/07/2025 - ANNUAL REPORT	View image in PDF format
01/07/2024 - ANNUAL REPORT	View image in PDF format
10/21/2023 - AMENDED ANNUAL REPORT	View image in PDF format
10/18/2023 - CORL CRACHG	View image in PDF format
10/03/2023 - LC Name Change	View image in PDF format
01/05/2023 - ANNUAL REPORT	View image in PDF format
06/09/2022 - LC Amendment	View image in PDF format
05/31/2022 - Foreign Limited	View image in PDF format

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CPH CONSULTING, LLC.
AND
POLK COUNTY
FOR
ARCHITECTURAL AND ENGINEERING SERVICES
OF
POLK COUNTY NORTHEAST REGIONAL WAREHOUSE & FLEED FACILITY
PHASE 2: CONSTRUCTION DOCUMENTS
IN
DAVENPORT, FLORIDA**



APRIL 28, 2026

This Agreement is composed of Part I and Part II. Part I includes Project Description, Client Furnished Information, Compensation, and Authorizations. Part II includes Exhibit A-CPH's Standard Provisions to Agreement, Exhibit B-CPH's Hourly Billing Rate table, and other exhibits detailing scope of project and services to be provided. Together, Parts I and II constitute the entire agreement between POLK COUNTY, herein after called the "CLIENT", and CPH Consulting, LLC, herein after called "CPH".

PART I

PROJECT DESCRIPTION

CLIENT proposes to proceed with Phase 2 Construction Documents and Phase 3 Construction Administration for two buildings located at the Polk County Northeast Utility Campus. The proposed buildings include a 21,804 SF Warehouse and an 17,333 SF Fleet Maintenance Facility, located on the Polk County-owned site at the northeast quadrant of the utility campus. It is our understanding the development will consist of full Construction Document (CD) preparation, including architectural, structural, civil, MEP, Technology, cost estimating, geotechnical services. At this time, CLIENT requests CPH to prepare a proposal for Design and Construction Documents, Permitting and Bid, and Construction Administration Services. A detailed description of the proposed Scope of Services is provided in Exhibits D-K of this Agreement.

CLIENT-FURNISHED INFORMATION

It is understood that CPH will perform services under the sole direction of the CLIENT. The Client shall guarantee access to and make provisions for CPH to enter private lands as required by CPH to perform their work under this Agreement. The CLIENT shall provide CPH with project-related information including, but not limited to, the following:

- CLIENT design requirements and applicable Polk County standards.
- Payment of all required fees including, but not limited to, application fees, impact fees, permit fees, re-submittal fees, etc.
- Any documents, agreements, surveys, agreements, plans, investigations and/or pertinent information concerning this project or project site.
- Information regarding utility connections, site access, and any other COUNTY-provided data necessary for design development.

CPH will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services under this Agreement. CPH will notify CLIENT if information provided is not sufficient. If it is determined CPH must reproduce, organize or spend time amending information provided by CLIENT so that it can be appropriately utilized, an amendment to this contract and additional fee will be required.

CPH will begin performance of the above services upon receipt of Purchase Order Number or Notice to Proceed (NTP) given by the County.

PROJECT SCHEDULE

A preliminary milestone schedule has been provided by CPH. Based upon this schedule, the anticipated duration of each phase of the project is as follows. This schedule is dependent on the CLIENT providing all required information and reviews in a timely manner. Extensions to the project duration will be reviewed on a case-by-case basis and may be cause for additional services billed at the Standard Hourly Billing Rates included as a part of this proposal or as an approved negotiated lump sum.

PHASE	ANTICIPATED DURATION
Design & Documentation	8 MONTHS
Permitting	6 MONTHS
Construction	12 MONTHS

CPH will make earnest effort to complete contracted services in accordance with PROJECT SCHEDULE. CLIENT acknowledges that completion of certain tasks is dependent on factors beyond the control of CPH including, but not limited to, subconsultants, weather, response from agencies/utilities, access limitations, jurisdictional process, CLIENT requests, CLIENT contract processing, CLIENT payment delays, and unforeseen site/building conditions. CPH will notify CLIENT if duration to complete certain tasks will fall beyond PROJECT SCHEDULE timeframes. CLIENT agrees that extended durations will not be considered a breach of Agreement provided CPH has made earnest effort to complete tasks as scheduled and/or appropriate notification of delay has been provided to CLIENT.

COMPENSATION

Labor

CPH will perform the Scope of Services contained in this Agreement as identified on each task, either Lump Sum or Hourly. Refer to the Hourly Billing Rate table (Exhibit B) to be utilized on this project. Rates are valid for one (1) year following execution of this Agreement. Project work scope and any additional work required after one (1) year anniversary of Agreement execution shall be completed in accordance with new rates. The following fee summary provides the overall fee by discipline, refer to the individual exhibits for specific task breakdowns. Tasks that are identified as Hourly have been provided an 'Upset Limit' (USL) budget. The CLIENT will be informed when the services are about to exceed this limit.

PHASE FEE SUMMARY		
Exhibit		Fee
I. SCHEMATIC DEVELOPMENT		
	Lump Sum	\$62,013.50
II. DESIGN DEVELOPMENT		
	Lump Sum	\$115,912.00
III. CONSTRUCTION DOCUMENTS		
	Lump Sum	\$228,934.00
IV. PERMITTING / BIDDING		
	Lump Sum	\$19,930.00
PHASE 2 BASIC SERVICES TOTAL		\$426,789.50
V. RETAINING WALL DESIGN		
STRUCTURAL	Lump Sum	\$10,750.00
TIERRA (Geotech – SUBCONSULTANT)	Lump Sum	\$5,500.00
VI. CIVIL SERVICES		
	Lump Sum	\$94,.00
VII. TECHNOLOGY DESIGN (SUBCONSULTANT – VOLTAIR)		
	Lump Sum	\$66,528.00
VIII.SUBCONSULTANT		

CPE (Cost Estimating)	Lump Sum	\$19,250.00
PHASE 2 ADDITIONAL SERVICES TOTAL		\$202,338.00
PHASE 2 TOTAL		\$629,127.00
IX. PHASE 3 BASIC SERVICES - CONSTRUCTION ADMINISTRATION		
	Lump Sum	\$80,521.00
Expenses	Not to Exceed	\$1,500.00
PROJECT TOTAL		\$705,648.50

Progress invoices will be submitted based on CPH's estimate of the percent of work complete at the time of invoicing for Lump Sum scope. Services requested by CLIENT, that are not included in the Scope of this Agreement (as may be amended), shall be deemed additional services and will be provided and billed on an Hourly basis in accordance with the applicable Hourly Billing Rate table unless an amendment to this Agreement with fee for the additional services has been executed.

All invoices over forty-five (45) days old must be paid in full prior to submittal for permits.

PART II

**WORK SHALL BE CONDUCTED AS PER CURRENT MASTER SERVICES
AGREEMENT NO. RFP-24-273**

EXHIBIT F- CIVIL SCOPE OF SERVICES

EXHIBIT H- ARCHITECTURAL SCOPE OF SERVICES

EXHIBIT J- MEP SCOPE OF SERVICES (SUBCONSULTANT)

EXHIBIT K- STRUCTURAL SCOPE OF SERVICES

EXHIBIT L- SUBCONSULTANT SCOPE OF SERVICES (TIERRA AND CPE)

EXHIBIT F - CIVIL SCOPE OF SERVICES

1.0 BASIC SERVICES

CIV-0300 – Preliminary Design

Preliminary Design Plans

CPH will perform the following as part of this contract:

- CPH will prepare Preliminary Design Plans based on the CLIENT approved Conceptual Site Plan. The preliminary plans will include site dimension, grading and utility design concepts. Plans will identify areas for future building expansion, pedestrian/vehicular circulation, fire apparatus access, refuse truck access, warehouse delivery vehicles and fleet maintenance vehicles. Plans will be prepared considering zoning requirements of the AHJ and design criteria as provided by CLIENT.
- It is assumed a new stormwater management area adequate to serve the proposed development area will be required. Preliminary onsite stormwater management system analysis and design will be conducted based on current AHJ stormwater requirements. It is assumed the site does not lie within a flood zone per current FEMA FIRM. It is assumed floodplain impact and compensation will not be required. Should impact/compensation be required, CPH will provide as an additional service and an amendment to this contract will be required.

CIV-0500 – Construction Documents

CIV-0501 – Final Site Construction Plans & Calculations

Following approval of the Preliminary Design, CPH will prepare the Final Design Calculations, Site Construction Plans (Final Engineering Plans) and Specifications as follows.

- Final Design Calculations will include:
 - Stormwater Management Pond Calculations for Water Quality and Rate Attenuation
 - Stormwater Conveyance Hydraulic Grade Line Calculations.
 - Stormwater Nutrient Analysis
- Site Construction Plans (Final Engineering Plans) are projected to include the following sheets:
 - Cover Sheet
 - General Notes and Specifications
 - Boundary and Topographic Survey (Provided by Surveyor)
 - Sedimentation/Erosion Control Plans
 - Sedimentation/Erosion Control Notes
 - Site Dimension Plan
 - Site Grading and Utility Plan
 - Vehicular Access and Turning Movement Plan
 - Details
- Site construction plans will be prepared considering requirements of CLIENT, Polk County, Southwest Florida Water Management District (SWFWMD), and Florida Department of Environmental Protection (FDEP) for water and wastewater service.
- Stormwater analysis will be prepared for submittal to Polk County and SWFWMD considering the same assumptions noted above.
- CPH will design new domestic water service to the structures. It is assumed a fire flow study and fire line service will be required.
- An onsite gravity sanitary sewer collection system capable of serving the structures will be designed. It is assumed a public gravity sanitary sewer with adequate capacity exists at the access drive adjacent to the wastewater facility. If a lift station, forcemain or offsite sewer extension is determined to be necessary, an additional fee will be required.
- Design of retaining walls is included as part of the scope of this contract. CPH Civil will determine the location, size and dimension of the retaining wall. For structural design of the retaining wall, please refer to CPH Structural Exhibit K.
- Coordination with utility providers (power, communications and gas) to determine onsite utility service routes and inform them of the upcoming project will be conducted. It is assumed the onsite infrastructure for these utilities will be designed by the utility companies and provided to

CPH. If during the design it is determined that utility locates/ soft digs are required to identify potential conflicts with existing utilities, CPH will notify CLIENT and request an amendment for the additional service.

- It is assumed no offsite roadway improvements will be required. If additional roadway improvements and/or dedications are necessary, an amendment to this contract will be required.
- It is assumed Site Specifications, Notes and Details will be provided on the construction plans. The preparation of a separate Project Manual is not included in the scope of this contract but can be provided for an additional fee.

Construction plans and calculations will be provided to CLIENT for review. Any changes to the assumptions stated herein or redesign following commencement of Site Construction Plan design or preparation that requires modifications to the final plans or calculations will be deemed an additional service and an amendment to the contract will be required.

CIV-0600 – Permitting

Site Construction Plan Permitting

The following applications and approval process are assumed to be required and included in the scope of this contract. CPH will prepare submittal applications and support data for the following actions/permits:

- Polk County Site Permit
- SWFWMD Environmental Resource Permit (ERP)
- FDEP - Water Distribution Letter of Exemption
- FDEP - Sanitary Sewer Collection Letter of Exemption

Unless specifically noted in this contract, no Master Land Use Plan, Conceptual Development Plan, Land Use Change, Rezoning, conditional use, special exception, dedication, development agreement, special approval or other variances/deviations are included in this task. If a Master Land Use Plan, Conceptual Development Plan, special exception, Land Use Change, Rezoning, conditional use, dedication, development agreement, special approval or other variances/deviations are necessary, an amendment to the contract and additional fee will be required.

Scope assumes one (1) submittal of applications and supporting documents, and one (1) response to agency comments with Polk County Site permit and SWFWMD ERP permit. CPH will coordinate the processing of the applications through the listed regulatory agencies including attendance at a limited number of meetings. This scope includes:

- One (1) meeting or conference call with Polk County staff for review of comments
- One (1) meeting or conference call with SWFWMD

If additional permits, meetings or hearings are required or other agencies are identified as having jurisdiction beyond those listed above, they will be deemed as an additional service and an amendment to the contract will be required.

Any modifications to the plans requested by the Regulatory Agencies required to comply with code that have not been discussed previously with CLIENT, will be addressed by CPH as part of these services. Any modifications requested that are not code issues or are code issues that CLIENT was aware of will be addressed as an additional service.

Fee does not include reviewing, preparing, negotiating or submitting other documents or exhibits including, but not limited to, impact fees, opinions of probable cost, lease, purchase agreement, private development agreement, dedications, and Easements, Covenants, and Restrictions. These services will be provided for an additional fee if requested.

CIV-0700 – Construction Services
CIV-0700 – Construction Observation

CPH shall provide limited Post Design (PD) construction administration services in accordance with the terms and agreement of the Contract between Polk County (Client) and CPH Consulting, LLC (CPH), and this proposal. CPH will assist the Client, who will act as the Construction Contract Manager, by providing the PD construction administration contained herein this proposal under the Client’s direction.

CPH shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the Construction Contract, or of others.

CPH shall provide qualified personnel to conduct the work as further described herein. The County will provide a Project Manager to manage and oversee the Construction Contract. The attached hourly breakdown is provided as an estimated time based on a 12-month construction period and only actual hours worked will be billed to the project.

- Attend four (4) progress meetings which will be coordinated and conducted by the County.
- CPH will coordinate with the County to respond to up to twenty (20) RFI’s from the Contractor and provide responses to issues related to changes or questions regarding design. Should the received RFIs exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.
- CPH will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will review up to ten (10) submittals with one (1) resubmittal review each. Should the received Submittals exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
CIV-0300	Preliminary Design	Lump Sum	\$24,050
	Preliminary Design Plans	Lump Sum	\$24,050
CIV-0500	Construction Documents	Lump Sum	\$27,753
CIV-0501	Final Site Construction Plans & Calculations	Lump Sum	\$27,753
CIV-0600	Permitting	Lump Sum	\$22,837
	Site Construction Plan Permitting	Lump Sum	\$22,837
CIV-0700	Construction Services	Hourly NTE	\$20,170
	Construction Observation	Hourly NTE	\$20,170
CIVIL SCOPE TOTAL			\$94,810

3. SCOPE OF WORK CLARIFICATIONS

The Civil scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case by case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

EXHIBIT H - ARCHITECTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

ARCH-0200 – Final Solution Development

ARCH-0201 – Refine Conceptual Design

CPH shall perform the following services in coordination with CLIENT and subconsultants:

- CPH shall refine the approved conceptual design for both the Fleet Maintenance Facility and Warehouse.
- CPH shall ensure alignment with programmatic, spatial, and technical criteria.
- CPH shall participate in design coordination meetings to verify scope and layout.
- CPH shall incorporate CLIENT-provided feedback into the architectural solution.

ARCH-0300 – Design Development

ARCH-0301 – Architectural Development Drawings

CPH shall provide the following design development services:

- Develop preliminary floor plans, exterior elevations, and building sections.
- Coordinate with structural, MEP, and civil consultants to align scope and layout.
- Prepare preliminary material selections and architectural systems recommendations.
- Issue a Design Development drawing set for internal coordination.

ARCH-0400 – Construction Document Production

ARCH-0401 – Detailed Construction Drawings

CPH shall provide the following construction document services:

- Prepare complete drawing set for both buildings including:
 - Floor plans, roof plans, reflected ceiling plans
 - Enlarged plans for restrooms and critical areas
 - Interior and exterior elevations
 - Building and wall sections
 - Architectural details and finish schedules
- Coordinate with subconsultants for final integration of design elements.
- Perform QA/QC review prior to submission.

ARCH-0500 – Permitting Support

ARCH-0501 – Permit Response Coordination

CPH shall assist in the permitting process through:

- Responding to building department comments related to architectural documents.
- Providing updated drawings or narrative responses as needed.
- Coordinating with the civil consultant on joint review comments.

ARCH-0600 – Construction Services

ARCH-0600 – Construction Observation

CPH shall provide limited Post Design (PD) construction administration services in accordance with the terms and agreement of the Contract between Polk County (Client) and CPH Consulting, LLC (CPH), and this proposal. CPH shall not be responsible for the acts or omissions of the Contractor or of any of the Contractor's Sub-Contractors, Agents, Employees, or other persons performing any of the work under the Construction Contract, or of others.

CPH shall provide qualified personnel to conduct the work as further described herein. The County will provide a Project Manager to manage and oversee the Construction Contract. The attached hourly breakdown is provided as an estimated time based on a 12-month construction period and only actual hours worked will be billed to the project.

- Attend twelve (12) in person progress meetings which will be coordinated and conducted by the County.
- Attend twelve (12) virtual progress meetings which will be coordinated and conducted by the County.
- CPH will coordinate with the County to respond to up to twenty (20) RFI's from the Contractor and provide responses to issues related to changes or questions regarding design. Should the received RFIs exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.
- CPH will check shop drawings, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data the Contractor is required to submit, but only as to conformance with the overall design concept of the project and compliance with the Plans, Specifications, and other Contract Documents. CPH will review up to ten (10) submittals with one (1) resubmittal review each. Should the received Submittals exceed that contracted amount, an additional service and fee will be required, and this contract will be amended.

2.0 COMPENSATION

Services under Basic Services will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
ARCH-0200	Final Solution Development	Lump Sum	\$39,790.00
ARCH-0300	Design Development	Lump Sum	\$56,650.00
ARCH-0400	Construction Document Production	Lump Sum	\$129,630.00
ARCH-0500	Permitting Support	Lump Sum	\$16,430.00
ARCHITECTURAL SCOPE TOTAL			\$242,500.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Architectural scope of work shall be as indicated within this exhibit. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.



March 25, 2026

VIA E-mail: jasmine.scott@cphcorp.com

Jasmine Scott
Administrative Assistant

Project: Polk County Utilities NE Regional Warehouse, Phase 2

Subject: Proposal for Engineering Services

Jasmine:

VoltAir Consulting Engineers, Inc. (VoltAir) is pleased to submit the following fee proposal to provide heating, ventilation and air conditioning (HVAC), electrical, plumbing, fire protection, and technology design services for the above referenced project.

BASIS OF PROPOSAL

Our proposal is based on your email to us of March 19, 2026 which provided an updated scope of the project. The scope includes:

1. Design and CA for:
 - a. Warehouse – approx. 25,000 SF, Estimated construction cost of \$5,360,000.
 - b. Fleet Maintenance Facility – approx. 11,000 SF, Estimated construction cost of \$5,210,000.
2. Project is located in Polk County, FL at Homerun Blvd.
3. Project assumptions:
 - a. **FLEET MAINTENANCE**
 - Mechanical:**
 - i. Unconditioned except for office/breakroom/restrooms
 - ii. Split system for conditioned areas (office/breakroom/restrooms)
 - iii. Vehicle exhaust systems in both service bays
 - iv. General exhaust in service bays and storage areas
 - Plumbing:**
 - i. Pressure/sanitary systems for restrooms and breakroom
 - v. Storm and overflow for roof drainage
 - vi. Oil-water separator serving both service bays
 - vii. Compressed air for tooling in both service bays
 - viii. Oil-water separator serving wash bay
 - ix. Dedicated water feed to wash bay, tied to packaged wash system
 - x. Plumbing connections to a third-party-designed car/truck wash system
 - Fire Protection:**
 - i. No fire pump
 - ii. No standpipes
 - iii. Assumed ordinary hazard II in service bays and extra hazard plus in storage areas for tires, fluids, etc.
 - iv. No chemical suppression systems
 - Electrical:**
 - i. No explosion proof requirements with the exception of a small flammable storage area
 - ii. Significant tool and maintenance power requirements
 - iii. No lightning protection
 - iv. Shared utility transformer with Warehouse Facility



- v. No generator requirements
- vi. Electrical connections to a third-party-designed car/truck wash system

Technology:

- i. Basic paging system.
- ii. Pathways and cabling only for timecard system.
- iii. Intrusion System is not required.
- iv. Each building will have its own network with interconnection between buildings.

b. **WAREHOUSE**

Mechanical:

- i. Ventilation only in unconditioned storage
- ii. Split system for conditioned areas (conditioned storage/office/breakroom/restrooms)

Plumbing:

- iii. Pressure/sanitary systems for restrooms and breakroom
- iv. Storm and overflow for roof drainage

Fire Protection:

- i. No fire pump
- ii. No standpipes
- iii. Assumed high pile storage with in-rack sprinklers for storage space
- iv. Assumed extra hazard plus all storage areas

Electrical:

- i. No explosion proof requirements with the exception of a small flammable storage area
- ii. No extensive electrical requirements
- iii. No lightning protection
- iv. Shared utility transformer with Fleet Maintenance Facility
- v. No generator requirements

Technology:

- i. Basic paging system.
- ii. Pathways and cabling only for timecard system.
- iii. Intrusion System is not required.
- iv. Each building will have its own network with interconnection between buildings.

SCOPE OF BASIC SERVICES

VoltAir's scope of basic services will include engineering services for the disciplines of HVAC, electrical, plumbing, fire protection, and technology engineering (MEPFT) for the Project as it is described based on the above BASIS OF PROPOSAL and as such engineering services are required to perform the Project Phase deliverables described below.

1. Schematic Design Package
2. Design Development Package
3. Construction Document Package
4. CA

Value Engineering (VE) Changes: The fees listed in this proposal do not include redesign associated with value engineering efforts made after the CD phase.

Bid Review: The fees listed in this proposal includes bid reviews as part of CA services.

CA Service: The fees listed in this proposal includes bid services limited to addressing bidder questions, RFI responses and submittal reviews only.



All of the above design phases will include all or part of the following engineering effort as is appropriate to the level of detail and analysis that is required of the particular design phase.

- The mechanical, electrical, plumbing, fire protection, and technology (MEPFT) construction documents indicating the required work will include coversheet(s), plan layouts, schedules, diagrams, details, and risers. These construction documents will be suitable for permitting of the work and will provide the level of detail required to perform the work. Specifications in “book” format or on the drawings will be included with these construction documents.
- Mechanical engineering services will consist of the design for the heating, ventilation and air conditioning (HVAC) systems for the project including load calculations, equipment selections, schedules, controls, drawings and specifications.
- Electrical engineering services will consist of the design for the power distribution and building lighting systems for the project including load calculations, distribution diagrams, luminaire schedules, and lighting controls, photometric calculations for egress fault current calculation, drawings and specifications.
- Fire alarm engineering documents will define the work to be done by a delegated engineer in accordance with the applicable codes and standards. Fire Alarm contract documents will identify fire alarm device locations and the VoltAir Fire Alarm Systems Engineer of Record who will (a) provide design requirements as part of the contract documents (issued for drawing permit) for use by the delegated engineer and (b) will review the signed and sealed design documents prepared by the delegated engineer for conformance with the Engineer of Record’s fire alarm layout. All Fire Alarm Delegated Engineering Documents will be included in the final set of documents filed for permit. The fire alarm contractor will be responsible to create the signed and sealed shop drawings for submission to the local permitting agency.
- Plumbing engineering services will consist of the design for the plumbing systems for the project including load calculations, drawings, schedules and specifications.
- Fire protection engineering documents will define the work to be done by a delegated engineer in accordance with the applicable codes and standards. The fire protection contract documents will identify the VoltAir Fire Protection Systems Engineer of Record who will (a) provide design requirements as part of the contract documents (issued for drawing permit) for use by the delegated engineer and (b) will review the design documents prepared by the delegated engineer for conformance with the Engineer of Record’s written instructions. All Fire Protection Delegated Engineering Documents will be included as part of working documents filed by the awarded fire sprinkler contractor for construction permit. VoltAir will include coordination of the reflected ceiling plan with sprinklers, lighting and air distribution systems in preparing the fire protection engineering documents.
- Technology design services will consist of the design for the following (provided as separate line item):
 - Communications: Design and coordinate structured cabling systems, wireless access points, and telecommunications rooms to support voice, data, and multimedia services—ensuring optimal coverage, scalability, efficient cable management, and compliance with power, cooling, and grounding requirements. Coordinate pathways for incoming service entrances, including conduits, cable trays, and sleeves, to ensure proper integration with building systems and uninterrupted service delivery.
 - Security: Design and coordinate access control systems—including card readers, biometric scanners, and secure entry solutions—with architectural hardware, while also planning comprehensive video surveillance layouts to ensure CCTV coverage of key entry points, perimeters, and common areas.
 - Audiovisual: Design and specify complete AV solutions—including displays, audio systems, and control interfaces—tailored to the functional needs of meeting spaces, classrooms, and presentation areas, along with infrastructure planning for cable routing, rack layouts, and IT network integration.
- The design will include connections to the third-party equipment (including, but not limited to, food service, laboratory, healthcare, etc.) equipment specified by a third-party consultant(s).
- Coordination with the project team (Owner, Architect, sub-consultants) as needed including bi-weekly virtual design coordination meetings.
- BIM services will include Level 200 design or below. Any BIM services above level 200 will be an additional service.



Services not part of the Basic Scope of Services include, but are not limited to, the following:

- Design of car/truck wash system at fleet maintenance. Fee includes MEPFT interfaces only.
- Wireless/Radio Frequency (RF) Predictive Analysis.
- Public Carrier Cellular DAS. This is available as an additional service.
- Mass Notification system.
- Intrusion detection system design. This is available as an additional service.
- Lightning protection. This is available as an additional service.
- Site lighting. This is available as an additional service.
- Specialty or theatrical lighting and controls, including DMX lighting and controls. Specialty lighting photometric calculations. This is available as an additional service.
- Photometric study such as utilizing light meter. This is available as an additional service.
- Design for multiple phases of construction.
- 11-month warranty site visit / punchlist. This is available as an additional service.
- ComCheck documentation for the Building Envelope.
- Revisions to documents after CDs and/or permit documents that will result in redesign expenses.
- Creation of Record Drawings from Contractor's as-built documentation drawings. This is available as an additional service.
- All test and balance work is considered to be performed by a third-party agency contracted by an entity other than VoltAir.
- Building Commissioning services (either code required or green building required). This is available as an additional service from VoltAir or by an independent third-party Commissioning Authority (CxA).
- Cost estimates or cost-estimating services.
- Building Information Modeling above level 200 or clash detection.
- Electrical coordination study or Arc Flash Analysis. This is available as an additional service.
- Document reproduction beyond those required for in-house coordination and submittals
- LEED Design and Consulting Services or online template documentation. No services are included in this proposal to provide any services necessary to perform any project work to comply with LEED requirements for the purposes of obtaining any LEED certification. This is available as an additional service.
- ASHRAE 90.1-compliant energy model. This is available as an additional service.
- Site/civil work or surveys related to the exterior MEPF systems that would interface with the new work.
- Life Cycle Cost Analysis.
- Rational Analysis or Life-Safety Study (Atrium Smoke Evacuation, Stairwell Pressurization, Etc.).
- Participation in contractor led BIM Coordination meetings. VoltAir will attend only on an as-needed basis should the contractor exhausted all efforts, and a conflict cannot be solved.
- Participation in Owner, Architect, Contractor (OAC) meetings. VoltAir will attend only on an as-needed basis should the architect deem absolute necessary that MEPFT items be discussed.

OTHER CONDITIONS

Change in Project Scope and Cost:

VoltAir understands that -- as the design is developed in coordination with the entire Architect/Engineer team to improve and further clarify the construction scope -- the final project construction budget may change (with Owner approval) to accommodate an enhanced or lesser scope than the originally anticipated construction budget. If the Owner chooses to provide funding for an enhanced scope of work that significantly exceeds the original scope and construction budget, then any design services provided by VoltAir which are appropriate and/or necessary to accommodate such increase in scope shall be renegotiated between VoltAir and the Architect, and compensated to VoltAir as an Additional Service.

Limit of Scope: VoltAir understands the required MEPFT engineering services will relate to only the building portion of each subproject and not to any work beyond 5 feet from the perimeter of the floor of each sub-project building except



for appropriate customary interface with support connections for electrical service, water, sewer, fire, chilled water, and other similar subproject systems which must interface with the available services from the Facility.

Equipment and Systems Clarification:

VoltAir will assume no responsibility for any third-party system(s) design, specification, or construction issues as such systems are designed by the vehicle maintenance consultant. VoltAir will coordinate with the Consultant(s) to design the required MEPFT system interfaces needed to support the operation and maintenance of the systems. These system interfaces and support systems designed by VoltAir will typically comprise components and subsystems (such as certain drains, water supply piping, gas piping, electrical power, supply and ductwork, and other such MEPFT systems and equipment as may evolve during the design) that are normally designed by the MEPFT Consultant (VoltAir) to support the systems designed by the Consultant(s).

AutoCAD or Revit:

For electronic document production, VoltAir presumes the client will provide electronic architectural background information (files), which will include demolition and new construction work, a reflected ceiling plan, equipment locations, and all other items required to allow VoltAir to provide a complete and functional design. VoltAir will produce electronic drawing files in AutoCAD or Revit format and assumes background files or Revit models to be in the same format.

ADDITIONAL SERVICES

Additional services, when requested in writing by the Architect, shall be performed as a negotiated lump sum fee unless otherwise mutually agreed.

VoltAir shall submit the estimated additional services cost for approval and authorization prior to proceeding with additional services.

FEE

We propose to provide the above-described basic scope of services for a lump sum fee of **Two-Hundred One Thousand Five-Hundred Eighty Dollars and No Cents (\$201,580.00)**.

This fee is allotted as follows:

• Schematic Design Documents	\$ 21,165.00
• Design Development Documents	\$ 56,440.00
• Construction Documents	\$ 49,385.00
• <u>Construction Admin</u>	<u>\$ 14,110.00</u>
Basic Services Sub-Total:	\$141,100.00
• Technology Design/CA	\$ 60,480.00
Complete Services Total:	\$201,580.00

Billing will be aligned with the client’s phases and percentages as outlined in the client’s agreement with the Client/Owner with such agreement being provided to VoltAir for compliance. If this directive is not given to VoltAir, then other mutually agreed protocol will be followed; otherwise, billing will be monthly based upon percentage of services completed for the appropriate project phase, plus reimbursable expenses. Payment is due within 30 days of receipt of invoice.

EXPENSES, NORMAL AND REIMBURSABLE



Expenses for normal travel between offices, reasonable plotting and printing associated with the design effort and similar routine expenses are included in the fee. Reimbursable expenses in excess of normal expenses will be considered an additional service and will include all out of Polk County, Florida travel-related costs (mileage and meals), plotting and printing (except as required for in-house coordination), courier services, shipping and express mail. Such additional reimbursable expenses will be billed at 1.1 actual costs to account for handling.



This proposal is valid for 90 days from the date sent. Scope of work must start by the expiration date for proposal to remain valid.

If this proposal is acceptable, your signature below will confirm our authorization to proceed. Please retain one copy and return one copy to VoltAir.

We sincerely appreciate the opportunity to provide you with this proposal and look forward to working with you on this and future projects.

Please let us know if you have any questions or comments.

Sincerely,

Approved and Accepted By:

Julius Davis, PE
President and CEO

Name

Title

Signature and Date

Copy: Julius D. Davis, P.E., LEED AP, President & CEO
cfile

EXHIBIT K - STRUCTURAL SCOPE OF SERVICES

1.0 BASIC SERVICES

STR-0100 – Construction Documents

STR-0101 – Structural Construction Documents

CPH shall prepare final Structural Construction Documents (CDs) for the project. The Construction Document Submittal shall at minimum have a cover sheet, general notes, structural drawing index, and the following information:

- Foundation plans
- Framing plans (roof, floor, and mezzanine if applicable)
- Structural sections and details
- Structural schedules

CPH will provide structural engineering design services for a new sheet pile retaining wall, including analysis of lateral earth pressures, pile embedment depth, and connection detailing to ensure stability and long-term performance.

CPH shall coordinate final CDs with architectural, MEP, civil, and other disciplines as applicable.

STR-0101 – Quality Assurance / Quality Control

CPH shall provide internal quality assurance and peer review of structural drawings and calculations. This includes review of drawing coordination with other disciplines, as well as compliance with code and project standards.

STR-0300 – Permitting

STR-0301 - Bidding Support

CPH shall provide bidding support services to the CLIENT to include the following:

- CPH will assist the CLIENT with review and responses to up to twenty (20) bid RFI's during the bidding process.
- CPH will make recommendations to the owner to facilitate bidding and award of the project to a general contractor.
- CPH will assist the CLIENT in the evaluation of the bids and selection of alternate bids.
- CPH will review and advise the CLIENT on the acceptability of up to five (5) product substitutions proposed by the general contractors during bidding.
- CPH will provide one (1) addendum to the construction documents to address bid questions and clarifications.

STR-0302 - Building Permitting

CPH shall provide building permitting services to the CLIENT to include the following:

- CPH shall prepare one (1) signed and sealed permit submittal for the local building permit and one (1) signed and sealed permit submittal for the state or local health department. These submittals may include plans, specifications, renderings and / or calculations.
- CPH shall coordinate the permit submittals for these agencies and track each to the completion of the process where applicable.
- CPH shall review comments by each permitting agency, make required revisions to the design and documentation to address these comments and provide a comment response letter. This scope of work shall include one (1) rounds of permitting review and comments by each permitting agency.
- The CLIENT will be financially responsible for any application, filing or permitting fees required by the permitting agencies

STR-0400 – Construction Services

STR-0401 – Construction Observation

Construction observation requirements are established based on the proposed structural design.

- CPH shall provide review of submittals, Requests for Information (RFIs), and Shop Drawings, up to a maximum of twenty (20) total reviews.
- No construction site visits are included under this scope.
- Any additional reviews or site visits requested by CLIENT shall require a contract amendment.

2.0 COMPENSATION

Services under Basic Services, will be provided on an hourly or a fixed fee basis in accordance with the table below.

Task #	Task Name	Fee Type	Fee
STR-0100	CONSTRUCTION DOCUMENTS	LUMP SUM	\$47,450.00
STR-0300	PERMITTING	Lump Sum	\$3,500.00
STR-0400	CONSTRUCTION SERVICES	Lump Sum	\$9,000.00
	RETAINING WALL	Lump Sum	\$10,750.00
STRUCTURAL SCOPE TOTAL			\$70,700.00

3.0 SCOPE OF WORK CLARIFICATIONS

The Structural scope of work shall be as indicated within this exhibit. Foundation designs shall be limited to typical shallow foundations unless clearly indicated otherwise in this scope of work. Additional scope of work in any category will be reviewed on a case-by-case basis and may be cause for additional services billed at the Hourly Billing Rate included as a part of this proposal or as an approved negotiated lump sum.

Any work not specifically indicated in this proposal is excluded.

TIERRA

August 26, 2025

CPH, Inc.
1117 East Robinson Street
Orlando, Florida 32801

Attn: Ms. Nicky Davis
ndavis@cphcorp.com

**RE: Supplemental Proposal
Geotechnical Engineering Services
Polk County Utilities – Retaining Wall
Home Run Boulevard & Westview Road
Parcel ID 27-26-18-000000-034010
Davenport, Polk County, Florida
Tierra Proposal No. 55-25-138**

Ms. Davis:

Tierra, Inc. (Tierra) appreciates the opportunity to submit the enclosed proposal to provide supplemental geotechnical engineering services for the above referenced project. This proposal includes our understanding of the project, proposed scope of services and estimated fees.

Project Description

The approximately 10± acre site (Parcel ID 27-26-18-000000-034010) is located on the northwest quadrant of Home Run Boulevard and Westview Road in Davenport, Polk County, Florida. The site slopes down from an approximate elevation of +195 ft. along Home Run Boulevard to a low of approximately +175 ft. in the southwestern portion of the site.

Based on information provided to Tierra, it is planned to develop approximately 7± acres of the overall parcel with two single-story office/warehouse type structures, at-grade paved parking and access drives and associated civil infrastructure. Tierra previously completed a geotechnical study for the referenced project with the results submitted in our report dated April 16, 2025. However, at that time, no retaining walls or significant cuts were planned for the project. Currently, we understand that approximately 600± linear feet of retaining wall (wall heights estimated on the order of 8 to 12 feet) is planned to be designed/constructed along the eastern portion of property near Home Run Boulevard. A preliminary layout of the wall alignment was provided to us at the time of this proposal.

The above listed assumptions have been used for the purpose of preparing this proposal. Adjustments to the scope of services may be necessary if the planned development differs from the noted assumptions.

Geotechnical Scope of Services

The objective of our study will be to obtain information concerning the subsurface soil and groundwater conditions along the route of the retaining wall alignment to support the design and construction. In order to meet the preceding objectives, we propose to provide the following geotechnical services:

1. Review published geologic and topographic information. This published information will be obtained from the "Davenport, Florida" quadrangle map published by the United States Geological Survey (USGS) and the "Soil Survey of Polk County, Florida" published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Conduct a visual site reconnaissance of the project site and coordinate utility clearance via Sunshine One Call.
3. Execute a program of subsurface sampling and field testing. Perform a total of four (4) Standard Penetration Test (SPT) borings to a depth of 40 feet below the existing ground surface along the retaining wall alignment spaced at approximately 175 feet.
4. Visually classify and stratify recovered soil samples in the laboratory using the Unified Soil Classification System and conduct a limited laboratory testing program.
5. Provide soil parameters for use in the design of the retaining wall system. The final design of the wall, cap details, etc. is to be completed by the project Structural Engineer or wall supplier.
6. Prepare an engineering report that summarizes the field data generated, subsurface conditions encountered, laboratory test results, and recommended soil parameters for use in design of the retaining wall system.

The scope does not include any additional Geotechnical support services such as overall (global) stability analyses. If it is requested to perform such analyses Tierra should be asked to provide an updated proposal to include these services.

Schedule

We are in a position to start work on the assignment within approximately 2 weeks of receipt of authorization to proceed. The first tasks will be to locate/stake the borings in the field and coordinate obtaining utility clearances for the borings. Drilling is then anticipated to require 2 to 3 days to complete. Engineering and laboratory testing will be initiated thereafter, requiring a further 2 to 3 weeks. From notice to proceed through submittal of the report will require approximately 4 to 6 weeks. Verbal recommendations can be provided prior to issuance of our final report to facilitate the design.

Supplemental Proposal
Geotechnical Engineering Services
Polk County Utilities – Retaining Wall
Home Run Boulevard & Westview Road
Parcel ID 27-26-18-000000-034010
Davenport, Polk County, Florida
Tierra Proposal No. 55-25-138
Page 3 of 3

Service Fee

It is proposed that the fee for performance of the above-outlined services be determined on a lump sum basis for a fee of **\$5,000.00**. The work will be performed pursuant to Tierra's General Conditions which are enclosed herewith and incorporated by reference into this proposal. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

Closure

By signing below, you hereby authorize Tierra, Inc. ("TIERRA") to proceed with services outlined in this proposal or requested by you and agree that all services and anything arising out of or in any way related to this proposal will be governed by TIERRA's General Conditions which are attached hereto and are incorporated herein by reference. This authorization to proceed constitutes an agreement between you and TIERRA and is made in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal, please contact the undersigned.

Authorized By:

Client

Respectfully submitted,

Tierra, Inc.



Kenneth L. Symonds, Jr., P.E.
Senior Geotechnical Engineer

Attachments - Tierra's General Conditions

GENERAL CONDITIONS

AGREEMENT. This agreement is made by and between Tierra, Inc. ("TIERRA") and the party that accepted TIERRA's proposal or requested that TIERRA perform Services ("Client"). TIERRA shall mean the aforementioned entity, any of its affiliates or subsidiaries to the extent same are performing any of the Services under this Agreement, and their respective engineers and employees. This "Agreement" includes TIERRA's proposal and any exhibits or attachments noted in the proposal or incorporated by reference including but not limited to these General Conditions. Requesting Services from TIERRA shall constitute acceptance of the terms of these General Conditions.

1. SCOPE OF SERVICES. Services means the service(s) performed by TIERRA for Client or at Client's direction. TIERRA's findings, opinions, and recommendations are based upon data and information obtained by and furnished to TIERRA at the time of the Services. TIERRA may rely upon information provided by the Client or third parties. Client may request additional work or changes beyond the scope of Services described in TIERRA's Proposal. If any alteration or addition of Services are requested by the Client ("Additional Services"), TIERRA may provide a proposal detailing the additional scope of work, time extension and associated fees for Client's review. Client shall provide written acceptance of such. TIERRA shall not be obligated to perform the Additional Services, if Client does not follow these procedures, but instead directs, authorizes, or permits TIERRA to perform the Additional Services without written acceptance. To the extent TIERRA does perform the Additional Services without written acceptance, TIERRA will be paid for this work according to its proposal for same or current fee schedule.

2. DELAYS. TIERRA shall be entitled to an equitable adjustment to the project schedule and compensation to compensate TIERRA for any increase in time or costs necessary to perform the Services under this Agreement due to any cause beyond TIERRA's reasonable control. All promises related to the time of the Services are approximations by TIERRA and are subject to the Client and contractor's schedules, weather conditions, travel conditions, disputes with workmen or parties, accidents, strikes, natural disasters, health emergencies, discovery of hazardous materials, differing or unforeseeable site conditions or project conditions, acts of governmental agencies or authorities, or other causes. In no event shall TIERRA be responsible for any damage or expense due to delays from any cause, other than to the extent the damage or expense is directly caused by TIERRA's own proven negligence after having been warned in writing by the Client of the damage or expense which may result from the delay.

3. TIERRA RESPONSIBILITIES. Services performed by TIERRA under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances in the same locality and in accordance with applicable standards in effect at the time the Services are performed. TIERRA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Testing or inspection Services may require the destruction of a sample or sample location. Client understands that, in the normal course of performing the Services, some damage may occur, and understands that TIERRA is not responsible for the correction of any such damage or for replacing samples. Client acknowledges that opinions, data, interpretations and recommendations prepared by TIERRA are based on limited data and

recognizes that subsurface conditions or other actual conditions may vary from those encountered at the location where inspections, tests, borings, surveys, or explorations are made by TIERRA and may vary from those depicted on logs of discrete borings, test pits, or other exploratory Services or from information provided to TIERRA by Client. There is an inherent risk that samples or observations may not be representative of materials or locations not sampled or seen and that conditions may change over time. Variations between inspected or tested discrete locations may occur and the risk of such occurrence is understood and accepted by Client. Client is responsible for notifying the appropriate party or professional regarding the correction of any deviations or deficiencies noted by TIERRA and TIERRA accepts no liability in connection therewith. TIERRA shall not be responsible for the interpretation by others of information developed by TIERRA and makes no guarantee that TIERRA's recommendations are properly implemented by any party. TIERRA shall not be held liable for problems that may occur if TIERRA's recommendations are not followed. To the fullest extent permitted by law, Client shall indemnify and hold harmless the Indemnitees (as defined below) from any and all Losses (as defined below) arising from or related to interpretations made by others.

PURSUANT TO FLA.STAT.ANN. § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

4. SUBSURFACE EXPLORATIONS. Client understands TIERRA's layout of boring and test locations is approximate and that TIERRA may deviate a reasonable distance from those locations. Client acknowledges that it is impossible for TIERRA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. There is a risk that drilling and sampling may result in contamination of certain subsurface areas. To the fullest extent permitted by law, Client waives any claim against, and agrees to defend, indemnify and save the Indemnitees harmless from any Losses which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate TIERRA for any time spent and expenses incurred in defense of any such claim.

5. CLIENT PARTICIPATION. Client will make available to TIERRA all information in its possession regarding existing and proposed conditions at the site, of which TIERRA may rely on to perform its Services. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to TIERRA any new information concerning site condition which becomes available, and any change in plans or specifications concerning the project. TIERRA shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client, to the fullest extent permitted by law, shall indemnify the Indemnitees against any and all Losses arising out of, or contributed to, by such inaccurate information. In the event Client, the project owner, or other party makes any changes in the plans and specifications, Client agrees, to the fullest extent permitted by law, to indemnify and hold the Indemnitees harmless from any and all Losses arising out of such changes, and Client

assumes full responsibility unless Client has given TIERRA prior notice and has received TIERRA's written consent for such changes. TIERRA does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment. Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose.

6. THIRD PARTIES To the fullest extent permitted by law and to the extent not resulting from TIERRA's proven negligence, Client agrees to defend, indemnify, and hold harmless TIERRA and all of its agents, affiliates, subsidiaries, officers, directors, representatives, and employees and their successors (collectively the "Indemnitees") from any and all claims, losses, causes of action, demands, suits, losses, charges, liability, expenses, costs, defense costs, disbursements (including attorney fees and costs at trial and appeal), and/or allegations of responsibility ("Losses") by any and all third parties including but not limited to, contractors, subcontractors, agents, employees (including without limitation Client's employees), assignees transferees, successors, invitees, neighbors, and the public relating in any way to this Agreement, the Services, or the project. It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and TIERRA. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and TIERRA that any such person or entity, other than Client or TIERRA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary. Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by or of TIERRA or an assignment to an affiliate or subsidiary of TIERRA.

7. SAMPLE DISPOSAL. Samples are consumed in testing or disposed of upon completion of tests or upon report completion (unless stated otherwise in the Services). Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, Client shall be responsible for their proper transportation and disposal. TIERRA may be able to arrange for the transportation and disposal of hazardous materials at Client's request. In no event shall TIERRA be required to sign a hazardous waste manifest or take title to any hazardous materials. Contaminated samples delivered to or taken to TIERRA's laboratory for testing shall remain the property of Client and Client is responsible for ultimate disposal of any samples which are found to be contaminated. On request, Client shall retrieve contaminated samples from TIERRA's laboratory and dispose of them in an approved manner.

8. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS. Client shall furnish to TIERRA all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials prior to commencement of the Services. Client

warrants that it has made reasonable efforts to disclose known or suspected hazardous materials on or near the project site. Client agrees that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of TIERRA's Services, time for completion, and compensation or termination of such Services or this Agreement. Client recognizes that the discovery of hazardous materials may necessitate immediate protective measures to safeguard the public health and safety and agrees to compensate TIERRA for measures that in TIERRA's professional opinion are justified to preserve and protect the health and safety of site personnel and the public. Client agrees to compensate TIERRA for any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by federal, state, and local regulations. Client also agrees to inform the project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of the agreement, to the fullest extent permitted by law, Client waives any claim against TIERRA and agrees to defend, indemnify, and save the Indemnitees harmless from any and all Losses arising from the presence of hazardous materials on the project site.

9. SITE CONDITIONS. Client shall secure all necessary approvals, notices, permits, licenses, and consents from all owners, lessees, contractors, and other possessors of the project, necessary to commence and complete the Services, and will provide TIERRA access to the project site for all equipment and personnel necessary for the performance of the Services. TIERRA shall be allowed free access to the site. Client understands and agrees that TIERRA shall only be responsible for losses which directly result from TIERRA's negligence. Client is responsible for the accuracy of locations for all subterranean structures and utilities. To the fullest extent permitted by law, Client waives any claim against TIERRA, and agrees to defend, indemnify, and hold the Indemnitees harmless from any and all Losses arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate TIERRA for any time spent or expenses incurred by TIERRA in defense of any such claim.

10. ENVIRONMENTAL LIABILITY. Neither this Agreement nor the providing of Services will operate to make TIERRA an owner, operator, generator, transporter, treater, storer, or arranger for disposal or treatment within the meaning of the Resource Conservation Recovery Act, Comprehensive Environmental Response Compensation and Liability Act, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. To the fullest extent permitted by law, Client will indemnify, defend and hold the Indemnitees harmless from and against any and all Losses arising or claimed to arise from violations by Client of any and all environmental laws, rules and regulations relating to the existence, generation, current or future ownership, storage, transport or disposal of pre-existing hazardous substances and wastes, but this indemnity shall not cover such loss, damage, cost or expense to the extent caused by TIERRA's proven negligence in performing the Services under this Agreement. For purposes of this Agreement, a pre-existing hazardous substance is any hazardous substance or hazardous waste having been generated by Client or existing on Client's premises prior to the date of this Agreement.

11. OWNERSHIP AND LEGAL USE OF DOCUMENTS. All notes, data, reports, original final reproducible drawings, plans, specifications,

calculations, and studies memoranda assembled or prepared by TIERRA are instruments of service with respect to the subject project, and TIERRA shall retain an ownership and property interest therein, whether or not the project is completed. The Client may make and retain copies for information and reference in connection with the subject project; however, such documents are not intended or represented to be suitable for re-use by the Client or others. Any modification, changes, or reuse without written verification or adaptation by TIERRA for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to TIERRA, and the Client, to the fullest extent permitted by law, agrees to indemnify and hold harmless the Indemnitees against any and all Losses whatsoever arising out of or resulting therefrom.

12. ALLOCATION OF RISK AND LIMITATION OF LIABILITY. The parties have evaluated the respective risks and remedies under this Agreement and agree to allocate the risks and restrict the remedies to reflect that evaluation. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Client agrees to restrict its remedies under this Agreement against TIERRA, its parents, affiliates and subsidiaries ("TIERRA Covered Parties"), so that the total aggregate liability of TIERRA Covered Parties shall not exceed \$50,000 or the actual paid compensation for the Services performed by TIERRA under this Agreement, whichever is greater. This restriction of remedies shall apply to any and all Losses of any nature arising from or related to this Agreement without regard to the legal theory under which such liability is imposed. Claims must be brought within one calendar year from performance of the Services.

13. LIABILITY FOR OTHERS. TIERRA shall not be responsible for supervising, overseeing, or controlling the Client's contractors or for their means and methods, procedures, performance, or site safety. TIERRA shall not be responsible for the acts or omissions of the Client, owner, architect, architect's other consultants, contractor, subcontractors, other third parties or their respective agents, employees, assigns, successors, or any other persons ("Others"). TIERRA shall have no authority to control Others regarding their work or their safety practices. TIERRA does not control or guarantee the work of Others. TIERRA has no duty to inspect or correct health and safety deficiencies of Others. TIERRA will not be responsible for the failure of Others to perform in accordance with their undertakings and the providing of TIERRA's Services shall not relieve Others of their responsibilities to the Client or Others. TIERRA reserves the right to report to the Client any unsafe conditions observed at the project without altering the foregoing.

14. CONSEQUENTIAL DAMAGES WAIVER. Notwithstanding anything to the contrary, to the fullest extent permitted by law, Client and TIERRA waive against each other any and all claims for or entitlement to special, incidental, indirect, consequential, liquidated, punitive, or similar losses or damages arising out of, resulting from, or in any way related to the project or this Agreement including without limitation lost profits, revenue or savings, loss of capital, loss of bonding capacity, loss of goodwill, or loss of use, even if TIERRA had been advised of, knew or should have known, of the possibility thereof.

15. INSURANCE. TIERRA will maintain the following insurance coverages and amounts: (1) Workers Compensation insurance as required by law, (2) Employer's Liability insurance with coverage of \$1,000,000 per each accident/employee, (3) Commercial General Liability insurance with coverage of \$1,000,000 per

occurrence/aggregate, (4) Automobile Liability insurance with coverage of \$1,000,000 combined single limit, and (5) If TIERRA is providing professional services, Professional Liability insurance with coverage of \$1,000,000 per claim/aggregate. Client shall name TIERRA as additional insured on its Builder's Risk policy. Client shall require any general contractors working on the project site to include TIERRA in any indemnity that the Client requires such contractors to provide to the Client and as an additional insured under any such contractor's general liability insurance policy. Client shall provide TIERRA with a certificate of insurance evidencing the required insurance.

16. RESOLUTION OF DISPUTES. Client shall not be entitled to assert a Claim against TIERRA based on any theory of professional negligence unless and until Client has obtained the written opinion from an independent and reputable Professional Engineer (P.E.) or Registered Geologist (R.G.) that TIERRA has violated the standard of care applicable to TIERRA's performance of the Services. Such party shall be currently practicing in the same discipline as TIERRA and be licensed in the state where the project is located. This written opinion shall specify the acts or omissions that the independent engineer or geologist contends are not in conformance with the standard of care for professional services performed by local consultants under similar circumstances; and state in detail the basis for their independent opinion that such acts or omissions do not conform to that standard of care. Client shall provide this opinion to TIERRA and the parties shall endeavor to resolve the dispute within 30 days. This Agreement shall be governed by and construed in accordance with the laws of the state where the TIERRA office originating the work or proposal is located. Exclusive of lien claims, any legal action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement shall be brought in the county where the TIERRA office originating the work or proposal is located. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

17. COMPENSATION AND PAYMENT TERMS. Client agrees that an invoice amount is due when received unless otherwise agreed. A service charge of one and one-half percent (1-½%) per month (but not exceeding the maximum allowable by law) will be added to any account not paid within 30 days after the invoice date. In the event that any portion of the account remains unpaid 30 days after the invoice date, TIERRA may immediately discontinue Services on any and all projects for Client, or withhold any final report or instrument of service, or demand prepayment of fees at TIERRA's option. Client shall pay all costs incurred by TIERRA in collecting any delinquent amount, including staff time, court costs and attorney fees. To the fullest extent permitted by law, failure to make payment within sixty (60) days of invoice shall constitute a release of TIERRA from any and all claims which Client may have, either in tort or contract, and whether known or unknown at the time. Should Services based on a fee schedule be performed beyond the end of the calendar year, TIERRA's current fee schedule shall apply unless otherwise negotiated in advance.

18. TERMINATION. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, TIERRA will be paid for Services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and shall supersede other prior agreements and representations. No amendments to this Agreement shall be valid unless made in writing and signed by the parties. If Client uses its standard business forms, all pre-printed terms and conditions contained in or on such forms shall be deemed stricken and null and void. If the terms and conditions of this Agreement conflict with the terms and conditions of any other agreement or document this Agreement shall govern and control over any such conflict. The invalidity or unenforceability of any portion(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) hereof. Any invalid or unenforceable portion shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion held to be invalid or unenforceable. This Agreement may be executed in several counterparts, each of which shall be deemed an original having identical legal effect. The titles, captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. TIERRA shall not be bound by any language incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to TIERRA and are expressly agreed to in a writing signed by TIERRA.



Certified Professional Estimators

March 18, 2026

John Lenti, AIA, LEED AP BD+C, ENV SP
Sustainability and Resiliency Studio Principal
cph
5601 Mariner St
UNIT 105
Tampa, FL 33609

RE: Polk County Utilities Division Northeast Regional Fleet & Warehouse Buildings

Dear John,

Thank you for contacting CPE regarding the Polk County Utilities Division Northeast Regional Fleet & Warehouse Buildings Project. Based on the documentation, we propose the following fees and services:

Final Design Cost Estimate:	
Detailed Cost Estimates by Building and Site	\$17,500

Thank you,

A handwritten signature in black ink that reads 'Burt Jenkins'.

Burt Jenkins, CPE
Partner, Senior Cost Estimator
Certified Professional Estimators

Decatur, GA 30033
336-425-6278