

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov
(CHECK ONE) Heather Bryan

FROM: Jose Fernandez (863) 535-2310 DATE: 01/23/2026
(Name and Phone Number)

RETURN TO: Jose Fernandez, TR01 DIVISION: Roads & Drainage

BOARD AGENDA DATE: 01/20/2026 COUNTY MANAGER ITEM:

PROJECT: US 27 @ Holly Hill Road Intersection Improvements

CSA/CONTRACT NUMBER: 22-083-04

MODIFICATION NUMBER: CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: Burgess & Niple, Inc. (B&N)

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL:

Please review attachments for the Board Agenda date indicated and return APPROVED documents at your earliest convenience. THANK YOU.

County Attorney

For CAO Use Only:

Assigned Staff: Noah Log-In Date: JAN 28 2026

CAO Project Number: 2026-04 Log-Out Date: 1/29/26

SUBJECT

Approve Consultant Services Authorization (CSA) No. 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road Intersection Improvement project. (Total cost not-to-exceed \$276,580.42)

DESCRIPTION

Polk County Roads and Drainage is requesting the CONSULTANT prepare Contract Documents for construction of the project. Services shall include Roadway, Drainage, and Lighting Plans, Utility Adjustment Plans, Environmental Permits, Signing and Pavement Marking Plans, Signalization Plans, Construction Quantity and Cost Estimates, Specifications, and Post Design Services for improvements to the intersection of US 27 and Holly Hill Road. The Total Cost for providing these services shall not exceed \$276,580.42.

RECOMMENDATION

Request Board approve Consultant Services Authorization 2022-083-04 with Burgess & Niple, Inc. (B&N), (CONSULTANT) to provide professional design services for the development of full construction documents for the US 27 at Holly Hill Road intersection. (Total cost not-to-exceed \$276,580.42)

FISCAL IMPACT

Funds are budgeted in Transportation Trust Fund.

CONTACT INFORMATION

Name: Jose Fernandez, E.I.
Title: Engineer, E.I./Project Manager
Division: Roads and Drainage
Phone: 865-535-2276
E-mail:JoseFernandez@polkfl.gov

CONSULTANT APPROVAL FORM

CPO: If Consultant fee is under \$50,000 & construction is under \$250,000

CSA: If Construction is under \$7,500,000;

OR for study activity if consultant fee is under \$500,000- (FS 287.055 CCNA)

CPO/CSA #: 2022-083-04 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 01/23/2026 Division: Roads and Drainage

Project Manager's Name: Jose Fernandez Phone #: 535-2310

Project Name: US 27 @ Holly Hill Road Intersection Improvements

Total Project Budget: \$ 2,000,000.00 Project #: 5400260

Estimate of Construction Cost: \$750,000.00

Proposed Consultant: Burgess & Niple, Inc. Fee: \$276,580.42

Master Consultant Agreement #: 22-083

Attach Scope of Services Proposed by the Consultant (Exhibit "A")

Approved By: [Signature] Date 1/23/26
Division Director/Designee

Procurement Division

Date Received: 1/27/26 Date Reviewed by Analyst: 1/27/26

Approved by: [Signature]
(Procurement Director/Designee)

County Attorney's Office (Required for all CSA's)

Date Received: 1/28/26 Date Reviewed: 1/29/26

Approved by: _____
(County Attorney Office Signature)

County Manager's Office (Required if consultant fee is greater than \$100,000)

Date Received: 1/30/2026 Date Reviewed: 1/30/2026

Approved by: [Signature]
(County Manager Office Signature)

Additional Attachments: number of days to complete project, not to exceed/lump sum amount, justification for consultant selected, fee schedule, and Professional Liability COI (COI applicable to CSA only, description field must be project specific (contract requirement)).

**Selection Procedure for Consultants with Continuing Contracts
CCNA Continuing Contracts Justification Form**

Please submit this form along with any Original CSA/CPO Consultant Approval Form

Division: Roads & Drainage

Project Manager: Jose Fernandez

Step 1:

Review list for appropriate Expertise, Experience, and Personnel (List all consultants awarded a master agreement under the RFP)

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM Engineering & Survey	Y	Y	Y	Y	Y
Burgess and Niple	Y	Y	Y	N	Y
CONSOR Engineers	Y	Y	Y	Y	Y
Dewberry Engineers	Y	Y	Y	Y	Y
DRMP	Y	Y	Y	Y	Y
HDR Engineering	Y	Y	Y	N	Y
HNTB	Y	Y	Y	Y	Y
Jacobs Engineering Group	Y	Y	Y	N	Y
Kissinger Campo & Associates	Y	Y	Y	N	Y
Kimley-Horn and Associates	Y	Y	Y	N	Y
Mott MacDonald Florida	Y	Y	Y	N	Y
NV5	Y	Y	Y	N	Y
Patel, Greene, and Associates	Y	Y	Y	Y	Y
Rummel, Klepper & Kahl	Y	Y	Y	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y	Y	Y	Y
WSP USA	Y	Y	Y	Y	Y

Step 2:

Past performance on similar projects satisfactory (List all consultants elevated from Step 1)

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM Engineering & Survey	Y	Y
Burgess and Niple	Y	Y
CONSOR Engineers	Y	Y
Dewberry Engineers	Y	Y
DRMP	Y	Y
HDR Engineering	Y	Y
HNTB	Y	Y
Jacobs Engineering Group	Y	Y
Kissinger Campo & Associates	Y	Y
Kimley-Horn and Associates	Y	Y
Mott MacDonald Florida	Y	Y
NV5	Y	Y
Patel, Greene, and Associates	Y	Y
Rummel, Klepper & Kahl	Y	Y
Wood Environmental & Infrastructure Solutions	Y	Y
WSP USA	Y	Y

State justification for each firm NOT elevated and why:

Step 3:

Total amount of money the County has contracted with each Consultant elevated to Step 2 during the last 24 months.

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	\$725,741.75	N
AIM Engineering & Survey	\$288,191.68	N
Burgess and Niple	\$156,438.64	Y
CONSOR Engineers	\$446,183.88	N
Dewberry Engineers	\$215,176.32	N
DRMP	\$401,840.25	N
HDR Engineering	\$478,192.81	N
HNTB	\$551,878.40	N
Jacobs Engineering Group	\$534,816.40	N
Kissinger Campo & Associates	\$413,087.24	N
Kimley-Horn and Associates	\$377,193.00	N
Mott MacDonald Florida	\$99,951.44	N
NV5	\$116,179.16	N
Patel, Greene, and Associates	\$308,833.05	N
Rummel, Klepper & Kahl	\$587,193.82	N
WSP USA	\$1,004,224.82	N

Step 4:

State justification, if the chosen consultant does not have the least amount of contract obligation.

Negotiation with these firms is on-going for work related to different project.

BURGESS & NIPLE

1800 Pembroke Drive | Suite 265 | Orlando, FL 32810 | 407.401.8527

Mr. Jose Fernandez, EI
Project Manager
Polk County, Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

Re: **US 27 at Holly Hill Road Intersection
Improvements**
Contract No. 2022-083, Task Work Order No. 4

January 14, 2026

Dear Mr. Fernandez:

Burgess & Niple, Inc. (B&N) is pleased to submit this fee proposal for professional services for improvements to the US 27 and Holly Hill Road intersection. This proposed fee proposal was prepared based on the scoping email sent from Doug Gable, PE to Scott Perfater, PE on September 26, 2025 as well as discussions with Polk County (hereinafter referred to as County) staff. We have enclosed a scope of services and proposed maximum not-to-exceed fee for this contract assigned under the authority of our continuing services contract with Polk County, Contract No. 22-083.

SECTION I – BACKGROUND

This proposal is for intersection improvements to the existing US 27 and Holly Hill Road intersection in Polk County. Currently, the intersection includes four mainline approaches. The Holly Hill Road east approach currently has a left turn lane and a thru/right turn lane. A separate right turn lane is proposed. No other turn lane improvements are proposed. The intersection is controlled by two dual-arm mast arm traffic signals that will be replaced due to the widening for the turn lane. The project is anticipated to qualify for a permit exemption from the Southwest Florida Water Management District (SWFWMD) per Chapter 62-300.051 F.A.C. The purpose of this Scope of Services is to define the responsibilities of B&N and the County with respect to the design and preparation of construction plans and specifications for the project.

The County has requested B&N to provide design services for the proposed improvements.

SECTION II – DESIGN CRITERIA

The analysis shall be based on the following guidance documents:

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (also known as the "Florida Greenbook"), 2023 Edition;
- FDOT Standard Plans for Road Construction, FY 2026-27;
- FHWA Manual on Uniform Traffic Control Devices, 2023 Edition; and,

SECTION III – PROJECT DESCRIPTION

The primary tasks necessary to design a right turn lane on the east approach for the intersection and prepare construction plans for construction of the proposed improvements are described below.

- Widen Holly Hill Road as necessary to provide a westbound to northbound right turn lane at the intersection with US 27. A flexible pavement design for the required widening and resurfacing is not anticipated. The County will provide a standard pavement section to be incorporated into the construction plans.
- Replace the existing dual-arm mast arms in the northeast and southwest quadrants with new dual mast arms in the same quadrants to account for the new movements.
- Utilizing FDOT Standard Plans for Road Construction, Index 600 Series, provide temporary traffic control plans and notes, as necessary to accommodate the proposed construction operations.
- Verify adequacy of existing stormwater conveyance features necessary to accommodate the proposed improvements.
- Provide additional lighting in accordance with FDM Section 231.3.1 to accommodate the proposed improvements.
- Prepare and submit a SWFWMD Form 62-330.050(1) "Request of Verification of an Exemption." For purposes of this proposal, it is anticipated the proposed improvements will qualify for an exemption under Chapter 62-330.051F.A. C. due to avoiding wetland impacts. Should the project result in unavoidable wetland impacts, a supplemental proposal will be submitted to prepare an environmental resource permit package.
- All work will be conducted within the existing right-of-way.

SECTION IV – DESIGN PHASE SERVICES

B&N shall provide the design services for the project except as specifically excluded in this Scope of Services. The primary services are listed below.

- Prepare construction plans incorporating the proposed roadway, drainage, signing and pavement marking, erosion control, and temporary traffic control designs.
- Prepare and submit SWFWMD "Request for Verification of an Exemption."
- Prepare bid items and construction cost estimates. Estimates will be based on FDOT's current 12-month moving average Historical Unit Bid Prices for Area 8 which includes Polk County.
- Provide post design services.

A) Roadway Plans Preparation

- 1) B&N shall furnish roadway construction plans for the project to include key sheet, summary of pay items, typical sections, summary of quantities, roadway plan and profile sheets, roadway cross sections at 50-foot increments, traffic control plans, erosion control plans, storm water pollution prevention plan, and incidental details.

- 2) B&N shall develop and incorporate the proposed intersection improvements design in coordination with the County.
- 3) Construction plans are to be in 11" x 17" format. Plan sheets are to be in an acceptable scale (i.e. 1-inch = 50-feet). Key sheet and overall project sheets shall not exceed a scale of 1-inch = 200-feet. See "Submittals and Design Reviews" for specific plans submittal information.

B) Drainage Design

A preliminary review of the proposed improvements along US 27 and Holly Hill Road revealed the project area is located within the Crystal Lake Drain (WBID 1406A). It is anticipated the proposed roadway improvements will qualify for an exemption from permitting. B&N shall perform the following drainage design tasks.

- 1) Assess the existing hydrology and existing roadway drainage conveyance system within the limits of the proposed improvements, which will include identifying and assessing the existing outfall condition.
- 2) Identify impacts to existing drainage conveyance systems based on the proposed turn lane addition. Work includes developing the proposed drainage improvements within roadway right-of-way to accommodate the additional turn lane and proposed signal mast arm.
- 3) The drainage design will be summarized and documented in a Drainage Memorandum to be submitted in support of the permit exemption application to SWFWMD.

C) Utility Coordination & Subsurface Utility Exploration – CivilSurv Design Group, Inc (\$30,915.00)

B&N through subconsultant CivilSurv Design Group, Inc. is responsible for SUE investigation and utility coordination. Those efforts are outlined in Exhibit A-3.

D) Signing & Pavement Marking Plans

B&N shall analyze and document signing and pavement marking requirements in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. B&N shall prepare a set of signing and pavement marking plans to be included in the roadway plan set. Signing and marking quantities shall be included in the listing of the roadway quantities. The signing and pavement marking sheets shall include general notes, plan sheets and special details, if required.

E) Signalization Plans

- 1) B&N shall furnish signalization plans at the US 27 at Holly Hill Road intersection to accommodate two mast arm traffic signals. Dual-arm mast arms are anticipated in the northeast and southwest quadrants and will be designed to accommodate the existing intersection configuration.

- 2) Mast arm calculations will be included.
- 3) Loop detection will be incorporated into the signalization plans.
- 4) Push button pedestrian signalization features including countdown timers will be provided with sidewalk connections to the east and the west on both the south and north sides of the road.

F) Lighting Plans

- 1) B&N shall furnish lighting plans at the US 27 at Holly Hill Road intersection. New lighting will be provided on the side street approaches. It is anticipated the existing lighting along US 27 will be able to remain. New luminaires may be required to ensure appropriate lighting values are met.
- 2) A new load center will be provided for the side street lighting.

G) Geotechnical – Madrid CPWG (\$11,783.94)

B&N, through subconsultant Madrid CPWG, shall provide geotechnical services outlined in Exhibit A-4.

H) Project Specifications

The County's Standard Technical Specifications shall be used for the project along with FDOT Standard Specifications for Road and Bridge Construction, Divisions II and III (as applicable).

I) Bid Quantities

B&N shall prepare bid quantities to include bid items necessary for construction of the project. Bid items shall include reference to applicable and current FDOT measurement and pay items.

- 1) If required, bid proposal sheets included with the Project Bid Specification package shall be prepared by the County based on quantities provided by B&N. County Push Button Construction Contracting is not anticipated.
- 2) Preliminary bid quantities only shall be submitted with the 60% design review submittal. The quantities and associated cost shall be submitted in the Engineer's Construction Cost Estimate submitted with the 100% and Final design submittals.
- 3) Construction costs are to be based on FDOT's current 12-month moving average Historical Unit Bid Prices for Area 8 which includes Polk County.

J) Services to be Provided by the County

The following services are to be provided by the County.

- 1) **Design & Right of Way Survey.** The County shall furnish all required design survey data in electronic format as required to complete the project, including but not limited to the following tasks:
 - a) Survey baseline alignments;
 - b) Horizontal and vertical survey control information;
 - c) Topographic survey;
 - d) Digital terrain model;
 - e) Drainage survey including type, size, rim and/or grate elevation and invert elevations, as applicable;
 - f) Aboveground utilities; and,
 - g) Existing right of way and property lines.

The County shall furnish B&N with copies of existing right of way maps within the vicinity of the project.

- 2) **Design Reviews.** The County shall provide timely reviews of all design submissions.
- 3) **Public Involvement.** The County shall provide any necessary public involvement throughout the course of the project.

SECTION V – DESIGN REQUIREMENTS & PROVISIONS FOR WORK

A) Plan Preparation

B&N shall prepare plans, specifications and other documents that are accurate, legible and consistent with the profession's standard of care. In case of conflicts between criteria stated in the aforementioned documents, B&N shall obtain County direction. If it becomes necessary for B&N to deviate from the standard design criteria specified in the documents, B&N shall formally request authorization from the County by submitting a design variation request that describes the condition and states in writing, the reasons for the deviations. The request for any design variation shall be signed and sealed by the Engineer of Record (EOR). County Push Button Construction Contracting is not anticipated.

B) Submittals & Design Reviews

All submittals shall be made to County in electronic format for those items described in this section. For purposes of this proposal, it is assumed the project reviews will be carried out by County staff.

- Plan design review submittals shall occur at the 60%, 100%, and Final phases.
- Bid quantities and construction cost estimates shall be submitted at the 60% (quantities only), 100%, and Final submittal phases.
- B&N shall submit a PDF plan set along with accompanying design documentation for the 60%, 100%, and Final submittals.
- The final design submittal will consist of three (3) signed and sealed (11 x 17) plan sets, PDF plan set and one copy of digital design files in acceptable AUTOCAD format.

- B&N shall respond to the County's design review comments in writing and incorporate revisions into the plans as appropriate. Written responses and plans revisions are to be included with the subsequent phase submittal.
- B&N shall respond to regulatory agencies review comments in the same manner.

C) Final Design Project Schedule

B&N's services shall commence upon receipt of written notice to proceed (NTP) issued by the County. B&N shall complete the final design of improvements in accordance with the agreed upon project schedule. For purposes of this Scope of Services, an 18-month schedule following NTP for delivery of all services is anticipated.

SECTION VI – POST DESIGN PHASE SERVICES

Post Design Services are support services that may be required to address changed conditions and other Services not covered under the original contract or subsequent contract modifications in order to facilitate and satisfactorily complete construction. These services are not intended to address any B&N errors and/or omissions that may occur. The hours required to complete these tasks may be increased or decreased by the County based on actual project requirements.

The following items are representative, but not limited to, services related to construction assistance to be provided by B&N. During the construction phase, it is understood a County designee is to administer the construction contract, perform records management and carry out resident engineering and inspection services.

B&N shall furnish the following services:

- Attend one pre-bid conference prior to construction letting and one pre-construction meeting prior to the commencement of construction to assist the County designee as requested;
- Provide written interpretations of the Contract Documents (i.e. plans, specifications and bid package) to the County designee and respond to questions concerning unforeseen conditions affecting the project's design and construction. B&N shall not direct or infer changes to the construction contract. Changes shall be submitted through the County's change order procedure as administered by the County's designee. Responses to four contractor/County designee requests for information are anticipated and included in this fee proposal.
- Attend one site visit as necessary to respond to problems encountered during construction and conduct field investigations as requested by the County designee. Based on information obtained during the visit to the construction site, B&N shall assist the COUNTY in providing potential solutions to any problem encountered including any plan modifications that may be required.
- From time to time during construction, B&N may be requested by the County designee to review contractor proposed field changes or respond with a recommended solution to remedy particular field situations not covered by the plans and specifications. B&N shall revise the plans to provide for changes the County deems necessary following final plan acceptance. One construction change is anticipated and included in this fee proposal.

SECTION VII – PAYMENT FOR PROFESSIONAL SERVICES

The proposed maximum not to exceed fee for the professional engineering services described above is \$276,580.42.

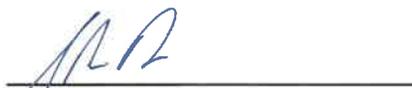
See Exhibit A-2 for a staff hour breakdown of this proposed professional services fee. If there are any questions regarding the enclosed material or if we can provide additional information to assist the County with its review, please contact us.

Sincerely,

BURGESS & NIPLE, INC.



Scott D. Perfater, PE
Executive Vice President



John Dee, PE
Project Manager

EXHIBIT A-2 - BURGESS & NIPLE FEE ESTIMATE

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: US 27 at Holly Hill Road Intersection Improvements
 County: Polk
 FPN: 22-083-04
 FAP No.: 1/0/1900

Consultant Name: Burgess & Niple, Inc.
 Consultant No.: enter consultants proj. number
 Date: 12/24/2025
 Estimator: insert name

Staff Classification	Total Staff Hours	Project Manager 3	Chief Engineer 2	Engineer 2	Engineer Intern	Chief Designer	Senior Engineer 1	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH		Average Rate Per Task
														By	Activity	
Summary - Firm	183	\$250.53	\$314.98	\$201.99	\$118.94	\$187.59	\$197.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	183	Activity	\$228.52
3. Project Common and Project General Tasks	278	110	18	0	27	27	0	0	0	0	0	0	0	183		\$41,818.85
4. Roadway Analysis	278	28	14	70	69	97	0	0	0	0	0	0	0	278		\$51,966.67
5. Roadway Plans	98	2	0	33	28	34	0	0	0	0	0	0	0	98		\$16,994.05
6a. Drainage Analysis	141	8	7	49	28	48	0	0	0	0	0	0	0	141		\$26,628.70
6b. Drainage Plans	20	0	0	7	6	7	0	0	0	0	0	0	0	20		\$3,440.70
6c. Selective C&G	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
8. Environmental Permits and Env. Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	14	1	0	4	3	3	3	0	0	0	0	0	0	14		\$2,571.48
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
18. Structures - Miscellaneous	36	2	1	9	8	7	8	0	0	0	0	0	0	36		\$6,599.92
19. Signing & Pavement Marking Analysis	91	5	2	22	23	32	7	0	0	0	0	0	0	91		\$16,449.45
20. Signing & Pavement Marking Plans	14	0	0	3	4	5	2	0	0	0	0	0	0	14		\$2,415.28
21. Signalization Analysis	166	8	3	42	42	58	13	0	0	0	0	0	0	166		\$29,879.80
22. Signalization Plans	47	1	0	10	14	16	6	0	0	0	0	0	0	47		\$8,123.83
23. Lighting Analysis	103	5	2	26	26	36	8	0	0	0	0	0	0	103		\$16,562.39
24. Lighting Plans	49	1	0	10	15	17	6	0	0	0	0	0	0	49		\$8,430.36
25. Landscape Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
26. Landscape Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0		\$0.00
Total Staff Hours	1,240	171	48	285	295	388	53	0	0	0	0	0	0	1,240		\$233,881.48
Total Staff Cost		\$42,840.63	\$15,118.08	\$57,567.15	\$35,097.30	\$72,794.92	\$10,483.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1,240	Check =	\$233,881.48

SALARY RELATED COSTS:	OPERATING MARGIN:	FCRM (Facilities Capital Cost Money):	EXPENSES:
Survey (Field - if by Prime)	0	0	4-person crew days
SUBTOTAL ESTIMATED FEE:			
Subconsultant: CivilSurvey			
Subconsultant: MedridCPWG			
Subconsultant: Sub 3			
Subconsultant: Sub 4			
Subconsultant: Sub 5			
Subconsultant: Sub 6			
Subconsultant: Sub 7			
Subconsultant: Sub 8			
Subconsultant: Sub 9			
Subconsultant: Sub 10			
Subconsultant: Sub 11			
Subconsultant: Sub 12			
SUBTOTAL ESTIMATED FEE:			
Geotechnical Field and Lab Testing			
Optional Services			
GRAND TOTAL ESTIMATED FEE:			

Survey Field Days by Subconsultant	4 - Person Crew:
0	0

Notes:
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

EXHIBIT A-3 - CIVILSURV SCOPE & FEE ESTIMATE

John Dee, PE
Burgess & Niple, Inc.
Office: 407.401.8527 x5205
Cell: 407.256.3605
Mail: John.Dee@burgessniple.com

January 12, 2026

RE: Survey Services for US27 at Holly Hill Road, Polk County BOCC

Dear Mr. Dee,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project. We look forward to working with B&N towards the successful completion of this project. We understand the Subsurface Utility Exploration (SUE) and utility coordination services are required for the design of new turn lanes at the intersection.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide Utility Coordination and SUE survey services for the project as requested in your email of November 7th, 2025.

- We will provide SUE Designation (Level B) services to identify the utilities in the intersection and up to 10 (ten) SUE utility Locates (Level A) to identify the depth, location, size and material of underground utilities. The Locates will be completed as identified by the EOR.

The survey services above will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.

Utility Coordination Services will provide the following;

- Provide the design team the locations and markups per the utility providers within the corridor at 30%, 60%, 90%, and Final Design.
- Letter with final design submittal stating that all known utility conflicts have been cleared. On our letterhead, if not cleared, list the utilities and the reasons why.
- Will provide with final submittal: all signed UWS's, letters of no involvement, letters of no conflict, 811 design ticket, all correspondence with UAO's during design.

II. DELIVERABLES

For the SUE services we will provide a Microstation ORD or Civil3D file of the Designated utilities, a verified utility spread sheet and dig sheets of the SUE Level A soft digs performed.

III. FEES

The SUE services can be provided for a not to exceed fee of \$20,870.00.

The utility coordination scope of services described can be provided for a lump-sum fee of \$10,045.00.

IV. SCHEDULE

The SUE Designates can be completed 6 weeks from receipt of NTP. The Utility Coordination and SUE Locates will be completed as the project progresses.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with B&N and Polk County.



Sincerely,



Kenneth T. Glass, PSM
Vice President of Surveying and Mapping

www.CivilSurv.com



2525 Drane Field Road | Suite 7 | Lakeland, Florida 33811

p. 863-646-4771 | f. 863-646-3378 | toll free 866-397-4771

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

US 27 at Holly Hill Road Intersection Improvements
 Polk
 County:
 FPN: 22-083-04
 FAP No.: 10/1900

Consultant Name: CivilSur
 Consultant No.: N/A
 Date: 12/24/2025

Estimator: *Insert name*

THM Staff
 Hours From
 "SH Summary
 Firm"

Staff Classification	Project Manager	Sr. Project Manager	Project Manager	Associate 2	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project Common and Project General Tasks	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
6c. Selective C&G	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
7. Utilities	86	9	0	77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	86	\$10,045	\$116.80
8. Environmental Permits and Env. Clearances	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
25. Landscape Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
26. Landscape Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	34	2	10	22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	34	\$4,070	\$119.71
28. Photogrammetry	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0	#DIV/0!
Total Staff Hours	120	11	10	89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	120	\$14,115.00	\$117.63
Total Staff Cost	\$0.00	\$1,925.00	\$1,300.00	\$10,890.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$14,115.00	\$117.63

SALARY RELATED COSTS:																
OVERHEAD:																\$14,115.00
OPERATING MARGIN:																\$0.00
FCCM (Facilities Capital Cost Money):																\$0.00
EXPENSES:																\$0.00
SUBTOTAL ESTIMATED FEE:																\$14,115.00
Survey (Field)																\$16,800.00
Geotechnical Field and Lab Testing																\$0.00
SUBTOTAL ESTIMATED FEE:																\$30,915.00
Optional Services																\$0.00
GRAND TOTAL ESTIMATED FEE:																\$30,915.00

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

EXHIBIT A-4 - MADRID CPWG SCOPE & FEE ESTIMATE



November 12, 2025

Mr. John Dee, P.E.
Burgess & Niple, Inc.
1800 Pembroke Drive
Orlando, Florida 32810

Re: Proposal for Geotechnical Engineering Services
Intersection Improvements
U.S. Highway 27 and Holly Hill Road
Haines City, Polk County, Florida
Madrid Proposal No. 15902

Dear Mr. Dee,

Madrid Engineering Group, Inc., dba Madrid CFTL, (Madrid) has been requested to provide geotechnical exploration and evaluation for the intersection improvements planned in Haines City, Polk County, Florida. The purpose of the exploration is to collect subsurface soil information to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that intersection improvements to the existing U.S. Highway 27 and Holly Hill Road intersection are planned. Currently, the intersection includes four mainline approaches. The Holly Hill Road east approach currently has a left turn lane and a thru/right turn lane. A separate right turn lane is proposed with no other turn lane improvements planned. The intersection is controlled by two dual-arm mast arm traffic signals that will be replaced due to the widening for the turn lane.

Based on our review of the Google aerial provided, anticipated boring locations along the turn lane alignment and at the mast arms should be accessible to our equipment, but the potential for conflicts with overhead and underground utilities is present. Site and location specific conflicts will not be apparent until the mast arm locations are refined. We will advise you of the need for difficult access time for providing access to the proposed boring locations, should it prove necessary, prior to incurring any additional expense. Because of the proximity of the soil borings to the traffic lanes, maintenance of traffic will be required.

Our utility coordination efforts will be limited to contacting 811 Sunshine One Call. 811 Sunshine One Call does not mark utilities on private property or the locations of non-member and privately-owned utilities. We have not included a fee to subcontract a private utility locator to mark near surface utilities at the boring locations. If these services are required, Madrid will notify you and provide a cost.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



Scope of Services:

The geotechnical engineering scope of services will include the following items.

- Maintenance of Traffic
- Field exploration consisting of drilling and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing geotechnical recommendations in written report format.

Field Exploration

We propose to perform the following services:

- Site reconnaissance and boring location selection.
- Mobilization to the site.
- Maintenance of Traffic.
- A total of two (2) Standard Penetration Test (SPT) borings drilled to a depth of 25 feet at the mast arm locations.
- A total of (2) Standard Penetration Test borings advanced to a depth of 10 feet along the turn lane alignment.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan and individual Boring Records.
- Measured apparent and estimated seasonal high groundwater levels at boring locations.
- Site preparation considerations including geotechnical discussions regarding subgrade preparation and engineered fill/backfill placement for the turn lane.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable backfill materials will be provided.
- Pavement design considerations.
- Mast arm foundation design soil parameters.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

All soil samples will be retained for a maximum of 60 days from the date of release of the draft geotechnical report. Samples will be discarded unless requested in writing to be retained for longer durations. Depending on the duration, storage fees may apply.



Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Review of construction documents and specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.
- Private utility locate services.

Fee

PERMITTING TIME (DRILL MGR.)	5	\$ 164.50	/HR	\$ 822.50
SUPPORT TRUCK	2	\$ 240.00	/TRIP	\$ 480.00
MOT SUPPORT (TECH)	8	\$ 84.00	/HR	\$ 672.00
MOT ATTENUATOR TRUCK	8	\$ 235.00	/HR	\$ 1,880.00
PRIVATE UTILITY LOCATES	0	\$ 1,500.00	/DAY	\$ -
			Subtotal Field Services	\$ 6,642.00

TASK 2: LABORATORY TESTING OF SOILS

VISUAL CLASS/BORING LOGS (ENGINEER)	2	\$ 126.21	/HR	\$ 252.42
SOILS MATERIALS FINER THAN 200 SIEVE FM 1-T011	8	\$ 50.00	/EA	\$ 400.00
SOILS MOISTURE CONTENT LABORATORY AASHTO T265	8	\$ 18.00	/EA	\$ 144.00
ATTERBERG LIMITS (PL, LL, PI)	2	\$ 132.00	/EA	\$ 264.00
SOILS ORGANIC CONTENT IGNITION FM 1 T-267	2	\$ 48.00	/EA	\$ 96.00
			Subtotal Laboratory Testing	\$ 1,156.42

TASK 3: PROFESSIONAL SERVICES AND REPORT

PRINCIPAL ENGINEER	2	\$ 280.00	/HR	\$ 560.00
PROJECT MANAGER	4	\$ 220.50	/HR	\$ 882.00
ENGINEER	15	\$ 126.21	/HR	\$ 1,893.15
CADD	4	\$ 105.18	/HR	\$ 420.70
ADMINISTRATIVE	2	\$ 114.84	/HR	\$ 229.67
			Subtotal Professional Services	\$ 3,985.52

TOTAL GEOTECH. BUDGET \$ 11,783.94



Schedule

- Initial coordination and reconnaissance - 2 to 3 weeks after NTP
- Field services – 1 week after completion of site reconnaissance
- Laboratory testing – 1 week after field testing
- Draft report – 3 weeks after completion of laboratory testing.
- Final report – 1 week after receipt of comments from Client.

No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15902 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andres F. Alberdi, P.E.
Senior Engineer

John Delashaw, P.E.
Principal Engineer

Attachment(s): Google Aerial

AUTHORIZATION TO PROCEED

Signature

Date

Google Aerial



AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007



Madrid CFTL STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.

(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.

(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for



delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.

(b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.

(c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The



Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under 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 hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party



reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and



responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

BURGESS & NIPLE

Engineers ■ Architects ■ Planners

Audit Package

Polk County Professional Engineering Services for Roads and Drainage (RFP 22-242)

Included:

**Burgess and Niple, Inc.
Exhibit A – Schedule of Rate Values**

June 23, 2022

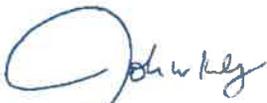
To: Doug Gable, P.E.
From: Burgess and Niple, Inc.
Subject: Exhibit A - Schedule of Rate Values

Date: June 23, 2022

Staff Classification	Hourly Loaded Rate
Chief Designer	\$187.59
Chief Engineer 1	\$248.47
Chief Engineer 2	\$314.96
Design Intern	\$67.02
Engineer 1	\$152.85
Engineer 2	\$201.99
Engineer Intern	\$118.94
Project Manager 1	\$221.31
Project Manager 3	\$250.53
Senior Designer	\$180.03
Contract Coordinator	\$109.52
Senior Engineer 1	\$197.80
Transportation Data Analyst	\$106.25
Transportation Data Scientist	\$132.83

MULTIPLIER = 3.269375

Sincerely,



John Kilgore, P.E.
Vice-President

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|---|
| 1. Subcontractor Services | Actual Costs |
| 2. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |



CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com		FAX (A/C, No): 1-888-467-2378													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins Co of Pittsburgh</td> <td>19445</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of Ame</td> <td>25674</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: Travelers Property Casualty Company of Ame	25674	INSURER C: New Hampshire Insurance Company	23841	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:
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INSURED Burgess & Niple, Inc. 330 Rush Alley Suite 700 Columbus, OH 43215																

COVERAGES **CERTIFICATE NUMBER:** W43682964 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL 5268138	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA 4489627	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP-0Y888377-25-NF	04/01/2025	04/01/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 072113284	04/01/2025	04/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			AEH008215011	04/01/2025	04/01/2026	Each Claim: \$10,000,000 Aggregate: \$10,000,000 Deductible \$500,000

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

20260116

The Umbrella/Excess policy does not sit excess over Professional Liability coverage.

Re: Professional engineering services related to CSA No. 22-083-04, US 27 and Holly Hill Road Intersection Improvements, Polk County a Political Subdivision of the State of Florida and its assigns are included as Additional

CERTIFICATE HOLDER

Polk County a Political Subdivision of the State of Florida
 Attention: Doug Gable
 Procurement Division, Room 150
 330 West Church Street
 Bartow, FL 33880 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Patricia A. Fry



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Burgess & Niple, Inc. 330 Rush Alley Suite 700 Columbus, OH 43215	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Insureds as respects to General Liability, Auto Liability and Umbrella/Excess Liability when required by written contract.

General Liability, Auto Liability and Umbrella/Excess Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds when required by written contract.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/Excess Liability and Workers Compensation when required by written contract and permitted by law.