

**PROFESSIONAL SERVICE AGREEMENT**  
**#2023-051**  
**AMENDMENT #1**

This Amendment, effective as of the date executed by the County (the “Amendment #1 Effective Date”), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the “County”), situated at 330 West Church Street, Bartow, Florida 33830, and Dewberry Engineers, Inc. (the “Consultant”) a New York corporation, located at 8401 Arlington Boulevard, Fairfax, Virginia 22031 and whose Federal Employer Identification Number is 13-0746510.

**WITNESSETH:**

**WHEREAS**, the County and the Consultant entered into that certain Professional Service Agreement #2023-051 dated September 19, 2023 (the “Agreement”) for professional engineering services related to the preliminary and final design services, permitting, bidding and construction administration phase services of the East Regional Utility Service Area Alternative Water Supply Receiving Facility, and the services are to be performed in phases (each a “Part”); and

**WHEREAS**, Exhibit A-iii of the Agreement set forth the preliminary engineering services which comprised Part 1 of the Project Scope of Services, and were limited to project management, support services, preliminary design, and permitting services; and

**WHEREAS**, the estimated time for the Consultant to complete Part 1 of the Project was 121 calendar days for a total not-to-exceed cost of \$234,273.56, as further set forth in Exhibit A-iii of the Agreement; and

**WHEREAS**, by this Amendment #1, the parties desire to modify the Agreement to identify and describe, and authorize the professional engineering services required for Part 2 of the Project including, without limitation, project management, support, final design, permitting, bidding, and construction administration phase services; and

**WHEREAS**, pursuant to Section 16.0 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 Recitals stated above are true and correct and fully incorporated herein. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement.

2. The Agreement is hereby modified and amended to identify, describe, and authorize the professional engineering services required by the County and to be provided by the Consultant for Part 2 of the Project which includes, without limitation, project management, support, final design, permitting, bidding, and construction administration phase services, which is more fully set forth and described in **Exhibit “A”** hereto titled “East Regional Utility Service Area (ERUSA) Alternative Water Supply (AWS) Receiving Facility (Part II)” (the “Part 2 Services”).

3. It is anticipated that the Part 2 Services shall be completed within approximately 760 calendar days from the Amendment #1 Effective Date, but in any event, shall be provided by the Consultant through final completion of the Project construction.

4. In consideration for its providing the Part 2 Services, the County shall pay the Consultant a not-to-exceed fee of \$697,212.80 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of **Exhibit “A”** hereto. Accordingly, the total cost of the Part 1 and Part 2 Services combined will be a not-to-exceed fee of \$931,486.36.

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

**THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment #1 Effective Date.

**ATTEST:**

STACY M. BUTTERFIELD  
CLERK OF THE BOARD

**Polk County**, a political subdivision  
of the State of Florida

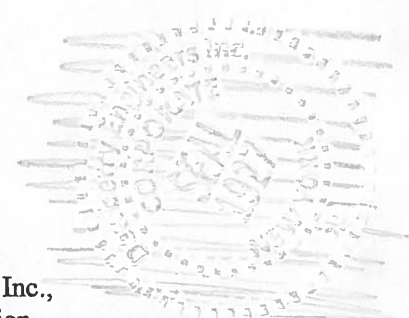
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_,  
Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency:

*Sandra B. Howf* 11/4/24  
County Attorney's Office Date



Dewberry Engineers, Inc.,  
a New York corporation

By: *Robert R. Beltran*  
Robert R. Beltran

PRINT NAME

Vice President

TITLE

Date: November 5, 2024

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 \_\_\_\_\_

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this November 5, 2024 (Date) by Robert R. Beltran (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. 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 November 5, 2024 (Date) .

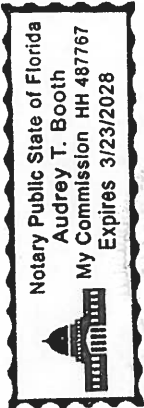
Audrey T. Booth  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)  
Commission Number HH 487767 Commission Expiration Date 3-23-2028

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who 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 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 \_\_\_\_\_



# **Exhibit A**

## **Scope of Services**

### **East Regional Utility Service Area (ERUSA) Alternative Water Supply (AWS) Receiving Facility (Part II)**

Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of the ERUSA PRWC AWS Receiving Facility (Project) as further detailed in this Scope of Services.

#### **A. Project Background and Description**

The Polk Regional Water Cooperative (PRWC) is developing sustainable and drought resistant alternative water supply (AWS) projects for the participating member communities. The County's East Regional Utility Service Area (ERUSA) will receive AWS from the PRWC's Southeast Wellfield Project through a regional transmission system. Finished water will be delivered to the ERUSA PRWC AWS Receiving Facility located near the intersection of Masterpiece Road and Timberland Road for distribution to the East Public Water System (EPWS). The Project includes a meter/control valve station, ground storage reservoir, chemical feed facilities, a high service pump station, electrical/SCADA systems, and related site improvements. Additionally, a new public supply well is planned for facility that will replace the existing public supply well at the Timberlake Water Treatment Plant on Timberlane Road. The County has requested that the Consultant provide professional engineering services in support of the Project.

#### **B. Scope of Services**

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant shall ensure that all design, bid, and construction documents produced by the Consultant or their subconsultants for the County will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in this Amendment and any subsequent modifications hereto.

## **Phase 100 – Project Management**

### **Task 101 – Project Management**

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

### **Task 102 – Kick-off Meeting and Review Meetings**

The Consultant will attend one kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting. Meetings under this task are for design phase only.

- 60% design review
  - The CONSULTANT will prepare for and attend one (1) design review meeting for the 60% level documents with PCU to receive and review comments.
- 90% design review
  - The CONSULTANT will prepare for and attend one (1) design review meeting for the 90% level documents with PCU to receive and review comments.

## **Phase 200 – Support Services**

### **Task 201 – Threatened and Endangered Species**

Threatened and endangered species investigation services will be provided in accordance with the scope of services set forth in the July 22, 2024 proposal prepared by ESA (refer to Attachment A-3).

### **Task 202 – Boundary Survey**

Consultant shall provide boundary survey of the proposed project parcel based on the site boundaries established during the preliminary design of project and in accordance with the scope of services set forth in the May 24, 2024 proposal prepared by Chastain Skillman (refer to Attachment A-5 and the descriptions pertaining to a boundary survey only).

## **Phase 300 – Final Design Documents**

Final design services will be provided in accordance with the following:

Final structural design services will be provided in accordance with the scope of services set forth in the August 28, 2024 proposal prepared by Biller Reinhart Engineering Group, Inc. (refer to Attachment A-4).

### **Task 301 – 60% Design Documents**

The Consultant will prepare and submit 60% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of one (1) bound copy and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

### **Task 302 – 90% Design Documents**

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of one (1) bound copy and one (1) electronic copy in Portable Document Format. The technical specifications shall include Division 1.
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant shall provide the rationale for the difference in cost.

The Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

- Anticipated final drawing sheets are listed in Section C.

## **Phase 400 – Permitting Services**

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. In each task below, response to agency questions and comments is limited to two (2) sets of review questions and comments from each agency for each permit. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents. Permit applicant fees are to be paid by the County.

### **Task 401 – Specific Permit to Construct Public Water System Components**

This task includes the preparation and submittal of documents required for obtaining a permit for the construction of Public Water Supply System Components.

- Specific Permit to Construct Public Water System Components (Polk County Health Department / Department of Health)

### **Task 402 – Environmental Resources Permit**

- Environmental Resource Permit - stormwater, jurisdiction wetlands / waters of the State, sovereign submerged lands, etc. (Florida Department of Environmental Protection / Southwest Florida Water Management District / South Florida Water Management District)

### **Task 403 – Polk County Land Development**

- Level Three or Four Approval, including Conditional Use (Polk County Growth Management), to be completed by the County
- Level Two Approval (Polk County Growth Management)

The scope for each required permit Task 401-403 shall include at a minimum the following services:

- Attend one pre-application meeting (as required).
- Attend one Planning Commission Meeting / Board of County Commissioners Meeting / Development Review Committee Meeting (Polk County Growth Management applications).



See Task 200 Supporting Services for the below Threatened and Endangered Species Permitting Scope.

### **Phase 500 – Bid Phase Services**

This phase will be performed during the bid phase of the Project. For the purpose of this Amendment, it is assumed that the County will enter into one contract for construction of the Project. The County shall be responsible for preparation of Division 0 (Procurement and Contracting Requirements), advertisement of the Project, and distribution of the Project documents, including all costs associated therewith.

### **Task 501 – Bid Documents**

The Consultant shall prepare and submit the following bid documents to the County:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 90% design submittal;
- One (1) signed and sealed full-size set of drawings to scale and one (1) half-size set of construction plans to scale;
- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Bid Sheet (electronic only);
- Scope of Work (separated out for advertisement);
- Supplementary and Special Conditions (electronic only);
- Engineer's Opinion of Probable Construction Cost;
- An electronic copy of the bid documents in Portable Document Format (electronically signed and sealed).

### **Task 502 – Pre-bid Meeting**

The Consultant shall attend one pre-bid meeting, including a pre-bid site visit (if required).

### **Task 503 – Bid Addenda**

The Consultant shall prepare bid addenda to address / respond to questions and comments submitted to the County by prospective bidders. This task is budgeted for addressing up to two addenda.

### **Task 504 – Bid Recommendation**

The Consultant shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the County.

### **Phase 600 – Construction Administration Services**

These services will be performed during construction of the Project. For the purpose of this Amendment it is assumed that the construction duration will not exceed 450 calendar days (15 months).

### **Task 601 – Pre-Construction Meeting**

The Consultant shall attend one pre-construction meeting and prepare a meeting agenda and meeting summary.

### **Task 602 – Preliminary Matters and Contract Documents**

The Consultant shall provide three (3) sets of 22" x 34" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings and technical specifications. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

### **Task 603 – Shop Drawing Review**

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. The CONSULTANT shall conduct up to one hundred and five (105) reviews of shop drawings, including initial and re-submittals.

### **Task 604 – Construction Progress Meetings**

Attend twelve (12) construction progress meetings and prepare a meeting agenda and meeting summary.

### **Task 605 – Construction Site Visits**

The Consultant's Engineer of Record, or designated representative, will visit the site at intervals deemed appropriate by the Consultant to review the construction of the Project for general conformance with Contract Documents. It is anticipated, the Engineer of Record will conduct twenty (20) site visits during the construction of the Project.

### **Task 606 – Applications for Payment**

The Consultant will review applications for payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the contractor's application for payment to the County within five working days of receipt of the same. The CONSULTANT will review up to fifteen (15) pay applications.

### **Task 607 – Requests for Information**

Review Requests for Information submitted by the contractor and provide written responses to the contractor. The Consultant shall maintain a Requests for Information log for the Project. The CONSULTANT will review and respond up to twenty-five (25) RFI's.

### **Task 608 – Change Orders**

The Consultant will review requests from the contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes the review of Allowance Authorization Releases and Contingency Releases. The CONSULTANT shall review up to six (6) change orders or contingency releases.

### **Task 609 – Substantial Completion**

Upon written notification and receipt of a list of items to be completed / corrected from the contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two (2) substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

### **Task 610 – Project Close-Out**

Upon written notification from the contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that one final completion site visit will be required. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions.

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for

submission to the contractor based on the Consultant's review of the as-built drawings. The Consultant will prepare record drawings based on the contractor's as-built data in accordance with the Utilities Standards and Specifications Manual. One (1) complete 24" x 36" set of draft record drawings shall be submitted for review by the County. The Consultant will incorporate all comments from the draft review, then submit signed and sealed electronic sets (Portable Document Format and AutoCAD) and one (1) signed and sealed 24" x 36" hard copy set of the record drawings to the County within 30 days of the receipt of the contractor's final as-built drawings.

The Consultant shall prepare and submit a "Certification and Request for Clearance to Place Permitted Public Water System Components into Operation" (Form 62-555.900(9)) to the Polk County Health Department for each non-contiguous portion of the Project.

### **PHASE 700 – WELL CONSTRUCTION PHASE SERVICES**

These services will be performed during the construction of the new public supply well at the Project site. For the purpose of this Amendment, it is assumed that the construction duration will not exceed 120 calendar days.

#### **Task 701 – Pre-Construction Meeting**

The Consultant shall attend one pre-construction meeting and prepare a meeting agenda and meeting summary.

#### **Task 702 – Contract Documents**

The Consultant shall provide three (3) sets of 22" x 34" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings and technical specifications. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents during the bid and pre-award phases.

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for the Project. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the contractor and determine the acceptability of work. The Consultant will

render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

### **Task 703 – Shop Drawing Review**

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents.

### **Task 704 – Construction Site Visits**

The Consultant shall provide limited field construction observation services at critical stages of construction of the new UFA well at the PCU AWS Facility Supplemental Well. The services under this task do not include full-time observation and shall be present at critical construction stages; and include making recommendations on casing depth, observing the setting and grouting of casings, monitoring cuttings during advancement of the pilot hole, specific capacity testing, water quality sampling, and documenting well development.

Once total depth has been achieved, the Consultant shall document well development using the pump and surge method. Pumping rates during development are expected to exceed the design rate and be based upon aquifer response. During this time, the Consultant shall obtain and monitor sand content and turbidity. It is anticipated that the well drilling contractor will obtain discharge rates and water level readings every 15 minutes during the development of the well.

Following well development, the Consultant shall oversee and document the performance of a four-step drawdown test (SDT) at the new well according to a plan discussed with the drilling contractor. The well will be pump tested at approximately 50%, 75%, 100% and 125% of the permitted design rate. The drilling contractor will provide the Consultant with access (1-inch nominal diameter pipe by 100-foot length) for a water level indicator and supply a pressure transducer. Turbidity and sand content samples shall be collected by the Consultant at 15-minute intervals from the start of each step. It is anticipated that the SDT will take up to 8 hours. The Consultant shall incorporate the collected data into the well construction summary report.

### **Task 705 – Applications for Payment**

The Consultant will review applications for payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that:

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the contractor's application for payment to the County within five working days of receipt of the same.

### **Task 706 – Requests for Information**

Review Requests for Information submitted by the contractor and provide written responses to the contractor. The Consultant shall maintain a Requests for Information log for the Project.

### **Task 707 – Change Orders**

The Consultant will review requests from the contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes the review of Allowance Authorization Releases and Contingency Releases.

### **Task 708 – Substantial Completion**

Upon written notification and receipt of a list of items to be completed / corrected from the contractor, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. For the purpose of this task, the Consultant assumes that two

substantial completion site visits will be required. When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

### **Task 709 – Project Close-Out**

Upon written notification from the contractor that the entire work is complete, the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that one final completion site visit will be required. When the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions.

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the contractor based on the Consultant's review of the as-built drawings.

The Consultant will prepare a final well construction summary report. The report will contain information such as the contractor's well completion reports, driller's logs, lithologic logs, geophysical logs, video logs, development data, water quality data, and specific capacity test results. The Consultant shall provide a draft version of the report in digital format (PDF, Word) to the County for review. Consultant shall incorporate comments in a final version of the report. One digital (PDF) copy and up to three (3) hard copies of the final report shall be provided to the County.

### **C. Deliverables**

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:



<b>Task</b>	<b>Activity</b>	<b>Deliverable</b>
102	Meetings	Meeting agenda and minutes
201-202	Support Services	Electronic PDF of reports and memos  Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
301-303	Final Design Documents	Three (3) 11" x 17" design drawings; one (1) copy of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost
401	Permitting	Permit applications and supporting documentation
501	Bid Documents	One (1) 22" x 34" signed / sealed and one (1) 11" x 17" construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Bid Sheet; Scope of Work; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all bid docs in Portable Document Format
502	Pre-bid Meeting	Meeting agenda and minutes
503	Bid Addenda	Responses to bidders questions / comments
504	Bid Recommendation	Recommendation of award
601	Pre-Construction Meeting	Meeting agenda and minutes
602	Contract Documents	Three (3) sets of 22" x 34" conformed construction drawings and technical specifications; written interpretations, clarifications, opinions
603	Shop Drawing Review	Review up to 110 shop drawing submittals for general conformance with Contract Documents
604	Progress Meetings	Meeting agenda and minutes

<b>Task</b>	<b>Activity</b>	<b>Deliverable</b>
606	Pay Applications	Written comments on payment applications, as applicable
607	Requests for Information	Written responses to contractors' Requests For Information
608	Change Orders	Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases
609	Substantial Completion	Certificate of Substantial Completion (with punch list)
610	Project Close-Out	Certificate of Final Completion; one (1) signed / sealed set (22" x 34") record drawings and two (2) electronic sets (Portable Document Format and AutoCAD); construction completion certifications (as required)
701	Pre-Construction Meeting	Meeting agenda and minutes
702	Contract Documents	Three (3) copies of technical specifications; written interpretations, clarifications, opinions
703	Shop Drawing Review	Review shop drawing submittals for general conformance with Contract Documents
704	Construction Site Visit	Provide limited field construction observation services at critical stages of construction of the new UFA well at the PCU AWS Facility Supplemental Well.
705	Pay Applications	Written comments on payment applications, as applicable
706	Requests for Information	Written responses to contractor's Requests For Information
707	Change Orders	Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases
708	Substantial Completion	Certificate of Substantial Completion (with punch list)

<b>Task</b>	<b>Activity</b>	<b>Deliverable</b>
709	Project Close-Out	Well Construction Summary Report - One (1) draft review copy, both PDF and Word files, and one (1) final PDF and up to three (3) hard copies.

**Anticipated Drawing List:**

<b>General</b>
G-01: Title Sheet
G-02: Abbreviation, Legend & Symbols
G-03: General Notes
G-04: Existing Survey
G-05: Process Flow Diagram
<b>Civil</b>
C-01: Site and Geometry Plan
C-02: Limits of Construction and Erosion Control Plan
C-03: Paving, Grading, and Drainage Plan
C-04: Road Details
C-05: Pond Plan, Section, and Details
C-06: Yard Piping Plan
C-07: Yard Piping Details
C-08: Standard Civil Details - 1
C-09: Standard Civil Details - 2
C-10: Standard Civil Details - 3
<b>Mechanical</b>
M-XX-01: Well Pump Plan and Sections
M-XX-02: Ground Storage Tank Plan
M-XX-03: Ground Storage Tank Sections
M-XX-04: Ground Storage Tank Sections & Details
M-XX-05: High Service Pump Plan
M-XX-06: High Service Pump Sections
M-XX-07: Chemical Storage and Feed Plan
M-XX-08: Chemical Storage and Feed Section
M-XX-09: Chemical Storage and Feed Details
M-XX-10: Emergency Backup Generator Plan and Section
M-XX-11: Mechanical Details (3 sheets)

<b>Structural</b>
S-01: Standard Structural Abbreviations and General Notes
S-XX-01: Well Pump Slab and Section
S-XX-02: High Service Pump Station Slab Plan
S-XX-03: High Service Pump Station Slab Sections
S-XX-04: Chemical Building Structure Plan
S-XX-05: Chemical Building Structure Sections
S-XX-06: Chemical Building Foundation Plan
S-XX-07: Chemical Building Roofing Plan
S-XX-08: Electrical Building Foundation Plan
S-XX-09: Electrical Building Wall Sections
S-XX-10: Electrical Building Roofing Plan
S-XX-11: Electrical Building Details
S-XX-12: Structural Details
<b>Electrical</b>
E-01: General Notes, Legend, & Abbreviations
E-02: Site Plan
E-03: Electrical Building Power Plan
E-04: Electrical Building Grounding Plan
E-05: Electrical Ground Storage Tank Plan
E-06: Electrical Generator Plan
E-07: Electrical Well Plan
E-08: Electrical Chemical Storage Power Plan
E-09: Electrical Chemical Storage Grounding Plan
E-10: Electrical High Service Pump Power Plan
E-11: Electrical High Service Pump Grounding Plan
E-12: Single Line Diagram
E-13: Riser Diagrams
E-14: Electrical Schedules
E-15: Control One-Line Diagram
E-16: Elementary Control Schematics
E-17: Electrical Details
E-18: Electrical Details
E-19: Electrical Details
<b>Instrumentation</b>
I-01: I&C Legend Sheet
I-02: I&C Legend Sheet
I-03: Network Architecture
I-04: P&ID Well
I-05: P&ID Ground Storage Tanks and HSP

I-06: P&ID Chemical Storage Plan
I-07: Instrument Schedule
I-08: Instrumentation Details
<b>HVAC</b>
Electrical Building HVAC Plan

**D. Schedule**

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Amendment and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval.

**E. Compensation**

This Amendment establishes a not-to-exceed cost of \$697,129.00 for Services identified herein. Compensation for the services performed under this Amendment shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Attachment A-2 of this Amendment. Other direct costs or expenses incurred in connection with this Amendment will not be invoiced as these expenses have been accounted for in the rate multiplier associated with this Amendment. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases,

associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits, and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the Agreement number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

#### **F. County's Responsibilities**

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- Project Manager and single point of contact
- Timely reviews of deliverables with consolidated comments
- County shall be responsible for level three and/or four approval, including conditional use (Polk County Growth Management)

#### **G. Services Not Included**

The following services are not included in the Scope of Services for the Project:

- Resident Project Representative services (RPR)
- WUP Modification (to be accomplished under a separate assignment)
- Level Three or Four Approval, including Conditional Use (Polk County Growth Management)

## **H. Assumptions**

The Scope of Services and compensation arrangement outlined in this Amendment are based on the following assumptions:

- County will pay for development review and permitting fees.
- The Final Design scope assumes the water quality from the proposed onsite well will meet water quality regulatory standards with treatment by cascade tray aerator and disinfection only. Design will include allowances for addition of corrosion inhibitor at a future date.
- Consultant has not included any traffic or turn lane studies in this effort.
- The construction contractor will utilize the final conformed documents provided by the Consultant to obtain all necessary building permits.
- The decommissioning and demolition of the Timberlake facility will be completed under a separate contract.
- Consultant will not include any on-site sanitary sewer connection.









## SCOPE OF SERVICE

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### ENVIRONMENTAL SERVICES POLK COUNTY WATER COOPERATIVE ERUSA RECEIVING FACILITY SITE ALTNATIVE 6 MASTERPIECE ROAD, LAKE WALES, FLORIDA

ESA is pleased to provide the following Scope of Service (SOS) for ecological assistance to Dewberry, in support of permitting and construction activities associated with the Polk Regional Water Cooperative (PRWC) ERUSA Receiving Facility Site Alternative 6 (Project), proposed to be located off Masterpiece Road, in Lake Wales, Florida (**Exhibit A**). Specifically, environmental services will be provided within the construction limits as identified within Exhibit A. At this time, it is understood that federal funding will be obtained for the proposed Project and that environmental services should include additional National Environmental Policy Act (NEPA) support. In addition, it is also understood that PRWC wishes to pursue section 7 consultation for the take of sand (*Neoseps reynoldsi*) and blue-tailed mole skink (*Eumeces egregius lividus*) habitat, therefore the tasks listed below will also include consultation services. A discussion of the required tasks related to this SOS is provided below.

### REQUIRED TASKS

#### **Task 1** – NEPA Support – Environmental

ESA will assist Dewberry with NEPA support to secure federal funding for the Project activities. Since it is unclear as to the type of support that will be required for the loan application, the budget for this task is estimated based on previous NEPA experience. Activities under this task will include supporting the loan application by providing environmental data and coordination. A Phase I assessment for contamination is not included within this SOS. However, a Cultural Resource Assessment Survey (CRAS) is included as a Subtask, should the Florida Master Site File TRS Database Search, conducted with the Department of Historical Resources (DHR), not be sufficient for the loan application.

#### **Task 2** – United States Fish and Wildlife Service Consultation

Since section 7 consultation will be sought, ESA will provide a Biological Assessment (BA) for the Project. It is understood that the Florida Department of Environmental Protection (FDEP) will be involved in the loan process. Therefore, it is unclear if ESA will have direct coordination with the United States Fish and Wildlife Service (FWS) or if FDEP will consult with the Florida Fish and Wildlife Conservation Commission (FWC) for FWS coordination. It is also understood that PRWC wishes to assume skink utilization within the entire Project footprint, therefore this task will include preparation of a BA for the take of approximately 2.5 acres of skink habitat, agency coordination and mitigation coordination.



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### **Task 3 – Additional Listed Species Support**

At this time, skink utilization has been noted on the site and coordination with FWS will occur for the potential impacts to skink habitat. However, FWS may not agree with ESA's assessment of the current habitat for Florida bonneted bat (*Eumops floridanus*) utilization. While Florida scrub is not generally associated with appropriate Florida bonneted bat (FBB) habitat, FWS may disagree since the site is located within the FWS FBB Consultation Area. In addition, updated guideline measures for FBB's have been released by FWS, and designated critical habitat is located within the Lake Wales area. Although unlikely, should FWS disagree with ESA's assessment of FBB utilization of the Project area, a Limited Roost FBB Survey will need to be conducted to determine if FBB's utilize the site. This survey will be provided as a Subtask, under "as needed services".

Due to the Project location, FWS coordination will also need to be conducted for the potential presence of the Eastern indigo snake (*Drymarchon couperi*). Given the size of the footprint and the current site conditions, general FWS *Standard Protection Measures for the Eastern Indigo Snake* will be required to be employed prior to construction. Therefore, this budget also includes FWS coordination and the implementation of the FWS Standard Protection Measures prior to construction (including corresponding posters and pamphlets).

### **Task 4 – Site Reviews**

It is understood that installation of a well will need to occur as soon as possible, with construction of the facility to follow at a later date. Therefore, ESA will supplement Dewberry's site inspections with three (3) field visits for the installation of the well and (3) field visits for the completion of the facility, each occurring at the beginning, middle and end of the construction services. After each site inspection, a memorandum will be submitted to Dewberry that includes site observations and any corrections that may need to be implemented.

### **Considerations**

- Formal listed species surveys are not included. However, a FBB Limited Roost survey is provided under "as needed services" should one be required by FWS.
- Permitting and relocation fees are not included in this SOS.
- It is understood that gopher tortoise survey, permitting and potential relocation services will be handled by the contractor, therefore these services have not been included.
- Mitigation fees are not included within this SOS.
- Alternative Analysis is not included within this SOS.
- Land Survey, including topography, is not included in this SOS.
- ESA is not responsible for any existing property encumbrances.
- Local ordinance permitting (i.e., arbor permitting) is not included in this SOS.
- Phase I site assessment for hazardous materials is not included in this SOS.



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Page 3

- Site Access will be provided by Dewberry, PRWC and/or the County.

**Compensation**

Costs associated with this SOS identified above can be flexible, depending upon the level of service required. Total costs associated with the tasks outlined within this SOS is provided, below.

<b>Task 1</b> NEPA Support – Environmental Support	\$ 8,151.00
<b>Task 2</b> FWS Section 7 Consultation	\$ 10,060.00
<b>Task 3</b> Additional Listed Species Support	
Eastern Indigo Snake Protection Measures/Materials	\$ 1,852.00
<b>Task 4</b> Site Reviews (During Construction of Well and Facility)	\$ 7,074.00
<u>Miscellaneous Costs (Mileage, Data Management)</u>	<u>\$ 650.00</u>
<b>Total</b>	<b>\$ 27,787.00</b>

**Subtasks “As Needed Services”**

<i>Subtask 1A Phase I CRAS (If required)</i>	\$ 6,000.00
<i>Subtask 3A Bonneted Bat Survey (If required)</i>	\$ 4,900.00
	<b>\$ 10,900.00</b>
<b>Total</b>	<b>\$ 38,687.00</b>



**VIA EMAIL**

August 28, 2024

Matt O'Connor, P.E.  
Senior Associate, Senior Project Manager



1479 Town Center Drive, Suite D214  
Lakeland, FL 33803-7974

Email: [moconnor@Dewberry.com](mailto:moconnor@Dewberry.com)

**Subject: Proposal for Structural Engineering Services – REV 1  
Polk County Utilities  
PRWC AWS Receiving Facility  
Masterpiece Road East Regional Utility Service Area (ERUSA)  
Polk County, Florida**

Dear Mr. O'Connor,

Biller Reinhart Engineering Group, Inc. (BillerReinhart) is pleased to provide you with this proposal for structural engineering services. The following information outlines our understanding of the project, our proposed scope of services, and compensation for our services.

**Project Information and Scope of Work**

After submitting a Preliminary Design Report (PDR), BillerReinhart understands that the subject project is advancing to Final Design and Construction Services.

Final Design and Construction Services and scope include the following:

- 60% deliverable and review meeting
- 90% deliverable and review meeting
- 100% Final Documents
- Bid Services
- Permitting
- Construction Phase Services

The structures include:

1. Ground Storage Tank: 70-foot diameter 1-million gallon prestressed concrete ground storage tank and foundation **will be designed, manufactured, and constructed by others.**
2. High Service Pumps (HSP): The high service pumps will be supported on a monolithic reinforced concrete mat foundation. The pumps and associated appurtenances may be individually supported on equipment pads with pipe supports.
3. Chemical Storage Building: The chemical storage facility will have the following structural characteristics:
  - a. Foundation – The foundation for the chemical building will either be a reinforced concrete strip footing or a reinforced concrete thickened edge slab-on-grade. The electrical equipment will be housed on a housekeeping pad on top of the slab.
  - b. Building – The building will be a pre-engineered metal building (PEMB). The metal building design engineer will submit loading which the metal building will impose on the building foundations and slabs. PEMB manufacturer shall determine anchor bolt diameter. The project structural engineer shall determine length and type of bolt. Foundation design reactions shall be determined by the PEMB manufacturer and shown in the shop drawings. The project structural engineer will then finalize the anchor bolt design and verify foundations.
4. Electrical Building: The electrical building will have the following structural characteristics:
  - a. Foundation – The foundation for the electrical building will either be a reinforced concrete strip footing or a reinforced concrete thickened edge slab-on-grade. The electrical equipment will be housed on a housekeeping pad on top of the slab.
  - b. Building Walls and Roof – The building is intended to be a pre-engineered precast reinforced concrete building, complete and ready for use.
5. Generator and Fuel Tank: The foundation for the generator will be a monolithic reinforced concrete mat foundation. The ancillary equipment may be housed on housekeeping pads on top of the slab. Containment is not a requirement.
6. Well: The foundation for the equipment will be a monolithic reinforced concrete mat / slab-on-grade foundation. The ancillary equipment may be housed on housekeeping pads on top of the slab.



### Construction Documents Phase

1. **60% Design:** Provide 60% design plans, specifications, and EOPPC for the structural work scope. Attend review meeting. Respond to any County review comments pertaining to structural scope.
2. **90% Design:** Provide 90% design plans, specifications, and EOPPC for the structural work scope. Attend review meeting. Respond to any County review comments pertaining to structural scope.
3. **Final – 100% Design:** Provide 100% design plans, specifications and EOPPC for the structural work scope. Minimum comments from the County pertaining to structural scope are expected as 90% design plans, specifications and EOPPC for the structural work scope with previous incorporated comments will be near permit level documents.
4. This proposal assumes that the structures will be supported by shallow foundations per Geotechnical Engineering Report prepared by Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid), dated June 12, 2024.
5. This proposal assumes that CAD background drawings will be provided to BillerReinhart for use during this phase of the project.

### Bidding Phase

1. **Bid Addenda:** Provide responses to structural bidder questions.
2. Update structural construction documents per any addenda directives.

### Permitting Phase

1. Provide responses to structural permitting questions.
2. Update structural construction documents per any permitting directives.

### Construction Phase Services:

1. **Shop Drawing Review:** Provide review of structural submittals and shop drawings.
2. **Construction Site Visits:** Provide on-site visits at appropriate times during the construction of the structural work scope. For the purposes of this proposal, up to **three (3) site visits** with field observation reports will be considered. Correspondence for RFI's and other minor incidental structural inquiries will be included.

See page 6 for further structural scope of work details.



Proposal for Structural Engineering Services – REV 1  
ERUSA Receiving Facility  
Polk County Utilities  
Timberlane Road Subdivision  
Polk County, Florida

## Compensation

Based on the above scope of services, we propose to complete the work for the fees as listed below:

1. General Project Management	\$ 3,980
2. Design / Construction Documents	
a. 60% Design	\$13,050
b. 90 % Design	\$ 6,525
c. 100% Design	\$ 1,090
3. Bid Phase	\$ 2,950
4. Permitting Phase	\$ 2,500
5. Construction Phase	
a. Shop Drawing Review	\$ 2,970
b. Construction Site Visits (up to 3)	\$ 7,580
Correspondence for RFI's	
Incidental structural inquiries	
 TOTAL	 \$40,645

The above fees include expenses such as mileage, copying, printing, etc. Requested and/or required services not listed above (additional services) will be performed and invoiced on an hourly basis per the attached Fee Schedule or, if the client prefers, a separate proposal can be prepared for such additional services.

This proposal includes the attached *Fee Schedule* and our *General Provisions*. Please email, fax, or mail a signed copy of this proposal to BillerReinhart as authorization to proceed with the work.

We look forward to providing our structural engineering services to you on this and future projects. If you have any questions, please contact our office at 813.908.7203.

Sincerely,

**Biller Reinhart Engineering Group, Inc.**



Robert J. Reinhart, PE, SI  
Executive Vice President / Principal Structural Engineer

*Attachments: Fee Schedule, General Provisions*





*Proposal for Structural Engineering Services – REV 1  
ERUSA Receiving Facility  
Polk County Utilities  
Timberlane Road Subdivision  
Polk County, Florida*

**Scope of Services Authorization**

Performance of the scope of consultant services, as outlined above, to be compensated for the above-listed fees. The General Provisions as part of our existing agreement are true and correct, form an integral part of this proposal, and by this reference are hereby incorporated herein in their entirety.

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Acceptance Signature for the Client Date

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Please print name and title

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Full legal name of corporation, partnership or government agency



Proposal for Structural Engineering Services – REV 1  
 ERUSA Receiving Facility  
 Polk County Utilities  
 Timberlane Road Subdivision  
 Polk County, Florida

<b>Structural Scope</b>	
<b>PHASE 100 – PROJECT MANAGEMENT</b>	
1.1	Project Oversight
1.11	60% Meeting
1.12	90% Meeting
1.13	100% Submittal
1.2	Project Monitoring
<b>PHASE 200 – SUPPORT SERVICES</b>	
Task 202 – Geotechnical	
2.1	Review Report
2.2	Foundation Considerations
<b>PHASE 400 – 60%, 90%, 100% DESIGN DOCUMENTS</b>	
4.1	Structural General Notes, Building Codes, and References
4.2	Foundation - Prestressed Concrete Tank - NOT IN SCOPE
4.3	Foundation - Electrical Building
4.4	Foundation - Chemical Storage Canopy
4.5	Foundation - High Service Pumps
4.6	Foundation - Generator and Fuel Tank
4.7	Foundation - Well Equipment
4.8	Miscellaneous foundations and pipe supports
4.9	Specifications
4.10	EOPCC
4.11	Document Submittals
<b>PHASE 500 – BID PHASE SERVICES</b>	
5.1	Drawings
5.2	Specifications
5.3	Bid Addenda
<b>PHASE 550 – PERMITTING PHASE SERVICES</b>	
5.51	Drawings
5.52	Specifications
5.53	Permitting Directives
<b>PHASE 600 – CONSTRUCTION PHASE SERVICES</b>	
6.1	Preliminary Matters and Contract Documents
Shop Drawing Review	
6.2	Review shop drawings relating to structural scope of work - 6
6.3	Review product data sheets relating to structural scope of work - 6
6.4	Construction Site Visits Up to 3 site visits with field reports
6.5	Requests for Information (RFIs) - 4
6.6	Change Orders/Contingency Releases/Allowance Authorization - 2
6.7	Substantial Completion
6.8	Project Close-Out





## 2024 FEE SCHEDULE

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE
Principal, P.E.	\$270.00
Project Manager	\$198.00
Threshold Special Inspector, P.E.	\$181.50
Senior Structural Engineer, P.E.	\$181.50
Senior Engineering Technician	\$137.50
Project Engineer	\$148.50
Threshold Special Inspector Authorized Representative	\$126.50
Engineering Technician/CADD	\$115.50
Administration	\$80.00
Outside of Normal Business Hours	1.5 x Hourly Rate
Time is billed "portal to portal".	

<b>REIMBURSABLE EXPENSES</b>	
Subcontractor, Subconsultant, Outside Services	At Cost Plus 15%
Document Reproduction, Shipping Charges	At Cost Plus 15%
Expended materials for field or office use, equipment rental, fees advanced on client's behalf	At Cost Plus 15%
Airfare, Automobile Rental, Parking, Tolls, Incidental expenses incurred during travel	At Cost Plus 15%
Use of Personal Automobiles, per mile	\$0.77



## GENERAL PROVISIONS

The General Provisions set forth herein (these "General Provisions") are incorporated by reference in the Proposal for the performance of certain professional services (the "Proposal") by and between Biller Reinhart Engineering Group, Inc., a Florida corporation ("BR") and Dewberry ("Client") dated August 28, 2024. Upon Client's acceptance of the Proposal, these General Provisions shall constitute, along with the Proposal, a final, complete, and binding agreement (the "Agreement") between Client and BR. In the event of any inconsistency between the Proposal and these General Provisions, the terms of the Proposal shall prevail. The services described in the Proposal are referred to herein as the "Services".

### 1. Term

The Proposal shall be valid for a period of 60 days from the date of the Proposal document. Acceptance thereafter shall be conditioned on BR's reaffirmation of the Proposal. If, upon submission of the Proposal to Client, Client fails to return a signed copy to BR and Client knowingly allows BR to proceed with work, the Services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

Either party may terminate the Agreement at any time for convenience by delivering at least five (5) day's prior written notice of termination to the other party.

Either party may terminate the Agreement, effective immediately, upon written notice to the other party, if the other party materially breaches the Agreement, and such material breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such material breach within five (5) days after receipt of written notice of such breach.

In the event of termination, Client shall be liable for payment to BR for all work performed, and expenses incurred, up to and including the day of termination.

It is understood and agreed that once the Services are started by BR, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf and only by giving BR written notice. Client may exercise the right to terminate only if it has made all payment due and owing to BR.

Upon the termination or expiration of the Agreement, Client shall (a) immediately return to BR, all Confidential Information in Client's possession or, with the BR's written approval, destroy all such Confidential Information, except as required by applicable law; and (b) Client shall return to BR all BR-owned property, equipment, or materials in Client's possession or control.

### 2. Adjustment to Quotation (Cost Estimation)

Fees quoted in the Proposal are based on current salaries and operational costs. Unless a lump sum fee is quoted, BR shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and BR is not bound by nor does it guarantee such estimates.

Unless expressly identified as a cost item in the fee proposal, BR fees do not include sales tax or other governmental levies. In the event that taxes or other assessments are applied to the fees generated by the Services, the Client agrees that such taxes or assessments shall be added to the fee base quote herein and shall become due and payable when invoiced by BR.

### 3. Conduct of the Services

Client agrees that BR shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which BR may rely, or for testing or inspection work performed by others.

Any reference to existing subsurface objects is provided for general reference based on existing information supplied to BR by the Client or others and their locations, if shown or described, are not to be considered exact.

BR shall complete the Services in accordance with the professional standard of care applicable to engineers performing similar services. Although BR will attempt to complete all services in a timely fashion, BR does not provide any guarantee or warranty, expressed or implied, regarding the quality of its professional services or the time within which such services will be completed.

### 4. Right of Entry: Permits

Client agrees to provide rights of entry and all permits necessary for the completion of the Services under the Agreement at no cost to BR.

### 5. Documents

All documents, including drawings and specifications, prepared or furnished by BR pursuant to the Agreement, are instruments of service and the property of BR. Client may make and retain copies, subject to Client's compliance with Section 8, herein, but may only use such documents for the purposes described and hold harmless BR for any liabilities, damages, losses, claims, and expenses arising from other uses.

### 6. Risk Allocation

To the fullest extent permitted by law, the total liability, in the aggregate, of BR and its officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Services, the project or the Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract, or breach of warranty shall not exceed the amount of the fees for the Services.

**PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF BILLERREINHART ENGINEERING GROUP, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.**

Plans and designs prepared by BR are predicated on sound engineering assumptions that must be tested and adjusted as conditions warrant during construction. If Client does not retain BR for the purpose of construction services for the implementation of the recommendations in the report, the Client agrees to assume the risk of improper implementation and to hold BR harmless from any loss or damage resulting from the failure to retain BR to oversee the implementation of its plan or design.

Client further agrees that BR shall not be responsible or liable for the cost of any and all corrective actions allegedly caused by BR unless BR is provided a reasonable opportunity to participate in the decision on said corrective work.

BR and Client mutually waive consequential, indirect, or special damages for claims, disputes or other matters in question arising out of or relating to the Services, including but not limited to loss of use, loss of profit, lost opportunity costs, or claims for delay, impact or disruption damages. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

### 7. Intellectual Property Rights

All intellectual property of BR, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names,

logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Client under the Agreement or prepared by or on behalf of BR in the course of performing the Services, including any items identified as such in the Proposal (collectively, the "Deliverables"), except for any Confidential Information (defined below) of Client, shall be owned by BR. BR hereby grants Client a limited license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, world-wide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Client to make reasonable use of the Deliverables and the Services.

#### **8. Confidentiality**

From time to time during the Term, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing Party whether or not marked as confidential and whether in written and oral format ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third-party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under the Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party and its former and present officers, directors, managers, owners, agents, employees, contractors, representatives, attorneys, successors, and assigns ("Representatives") who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

#### **9. Non-Solicitation of Employees and Contractors**

Client agrees and covenants that during the Term and for two (2) years immediately following the Term, Client shall not, for Client's own benefit or on Client's own behalf or in the service or on behalf of others, or directly or indirectly through another person or entity (other than BR) (i) solicit, request, induce or encourage any employee of BR to terminate its employment with BR; (ii) solicit, request, induce or encourage any contractor of BR to terminate its contract with BR; (iii) take any action which interferes with the relationship between BR and any of its respective employees or contractors; or (iv) hire, offer employment to, or otherwise engage any individual who is currently or was an employee or contractor of BR.

#### **10. Hazardous Substances/Mold Indemnification**

Client warrants that it has and will comply with all lawful obligations regarding hazardous or toxic substances, and it agrees to indemnify and hold BR harmless from loss, damage, expenditure or liability arising out of or in any way relating to presence, discharge, exposure or release of hazardous or toxic substances of any kind except to the extent it is the direct result of BR's negligence.

#### **11. Indemnification**

Client shall defend, indemnify, and hold harmless BR, its affiliates and each of their respective Representatives from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, reasonable attorneys' fees) arising out of or resulting from any third-party claim alleging: (a) Client's breach of any representation, warranty, or obligation under the Agreement or any other agreement between and/or by or among BR and Client; or (b) Client's gross negligence or intentional misconduct, including acts or omissions that result in injuries or death.

#### **12. Equitable Remedies**

The parties acknowledge and agree that it would be difficult to measure the damages to a non-breaching party from any breach or threatened breach by a party of Sections 7, 8, 9, 10, or 11 of these General Provisions; that injury to a non-breaching party from any such breach would be irreparable; and that

money damages would therefore be an inadequate remedy for any such breach. The parties agree that if a party breaches or threatens to breach any of a party's obligations under Sections 7, 8, 9, 10, or 11 of these General Provisions, then the non-breaching party, in addition to any other remedies available to it under law, including monetary damages, shall be entitled to specific performance and other equitable relief, including temporary and permanent injunctive relief, without the necessity of showing actual monetary damages or pleading or proving irreparable harm or lack of an adequate remedy at law and without having to post a bond or other security to enforce Sections 7, 8, 9, 10, or 11 of these General Provisions.

#### **13. Payments**

Invoices submitted by BR to Client are due and payable in full from the date of said invoice without retainage and payment shall not be contingent upon receipt of funds from third parties. If the invoice remains unpaid for more than thirty (30) days from the date of the invoice, a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum, shall be assessed on all unpaid amounts dating from the date of the invoice. Failure to render full payment within ninety (90) days shall be deemed substantial noncompliance and BR, at its option may undertake any or all of the following remedies: (1) stop all work, provided Client is given three (3) days prior written notice; (2) assert a lien on the property pursuant to applicable law; (3) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (4) undertake any other remedies accorded it by law or the Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

#### **14. Expenses**

Client shall reimburse BR for all reasonable expenses incurred in accordance with the Services, within thirty (30) days of receipt by Client of an invoice from BR accompanied by receipts and reasonable supporting documentation.

#### **15. Independence of the Parties**

The Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between Client and BR for any purpose. Client has no authority to bind BR and Client shall not make any agreements or representations on BR's behalf without BR's prior written consent. BR agrees to supply all tools, equipment, and materials required to perform the Services other than certain specialty access equipment that the parties mutually agree will be provided by the Client.

#### **16. Assigns**

The parties may not delegate, assign, sublet or transfer its duties or interest in the Agreement without the written consent of the other party.

#### **17. Safety Responsibility**

BR shall not be responsible for any safety precautions of Client or any of Client's contractors or Representatives. BR shall only be responsible for the safety of its own employees.

#### **18. Mediation/Arbitration**

Client agrees that all claims, disputes and other matters in question between the parties arising out of or relating to the Agreement or breach thereof shall first be submitted for non-binding mediation conducted by the American Arbitration Association. Any party hereto may initiate mediation within the time allowed for filing for arbitration as set forth below and the parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing for arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted for arbitration with the American Arbitration Association under the Construction Industry rules.

No arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder or in any other manner, any additional person(s) not a party to the Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

Both mediation and arbitration shall be optional and not mandatory at BR's sole discretion with regard to the collection of earned fees as set forth in section 13, above.



The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event Client makes a claim or brings an action against the BR for any act arising out of the performance of the Services hereunder, and the Client fails to prove such claim or action, then the Client shall pay legal and other costs (including attorneys fee) incurred by BR in defense of such claim or action.

**19. Certificate of Merit**

The Client shall make no claim (whether directly or in the form of a third-party claim) against BR unless the Client shall have first provided BR with written certification executed by an independent engineer licensed in the State in which the BR office submitting the Proposal is located, specifying each and every act or omission which the certifier contends constitutes a violation of the standard of care expected of an engineer performing professional services under similar circumstances. Such certificate shall be provided to BR thirty (30) days prior to the presentation of any such claim or the institution of any arbitration.

**20. Warranty of Authority to Sign**

The individual signing the Agreement warrants that he/she has authority to sign as, or on behalf of Client for whom or for whose benefit BR's services are rendered. If such individual does not have such authority, he/she understands and agrees that he/she is personally responsible for this contract to BR in addition to any liability which Client may have.

**21. Non-Alteration to Terms – Waiver of Right**

The Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by BR and Client. Only an officer of BR has authority to waive any matter or to amend the Agreement between BR and Client.

The failure of BR to enforce or act upon any right afforded it by the Agreement shall not be deemed a waiver of such right for acts of a similar nature.

If any term or part thereof is held to be invalid by a court of competent jurisdiction, that term or part thereof shall be deemed deleted and the remainder of the Agreement shall continue in full force and effect and be binding upon the Parties.

**22. Third Party Beneficiary**

The Client and BR agree that the services performed by BR pursuant to the Agreement are solely for the benefit of the Client and are not intended by either the Client or BR to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the services performed by BR pursuant to the Agreement, such benefits is purely incidental and such person or entity shall not be deemed a third party beneficiary to the Agreement.

**23. Entire Agreement**

The Agreement, any drawings, plans, plots and/or exhibits attached hereto, and the Proposal to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. The Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.

**24. Prevailing Party**

In the event any dispute arises out of or relating to payments due to BR by Client, prevailing party shall be entitled to recover, in addition to the relief awarded, its reasonable attorneys' fees, paralegals' fees and costs, at all levels whether at trial, on appeal, or in bankruptcy.

**25. Controlling Law**

The Agreement is to be governed by the laws of the State of Florida except that with respect to arbitration, the agreement shall be governed by the Federal Arbitration Act. Any mediation or arbitration arising out of or relating to this agreement, or any breach thereof shall take place where the Services are provided by BR.



*Via Electronic Mail* moconnor@dewberry.com

10/16/2024

Matt O'Connor  
Dewberry  
1479 Town Center Drive, Sute D214  
Lakeland, Florida, 33803

**RE:** Letter-of-Agreement for Professional Surveying Services  
ERUSA Receiving Station – Boundary Survey  
Timberlane Road, Bartow, Florida, 33830  
CS File No. JPA24.042-ERUSA-BNDY

Dear Matt:

We are pleased to offer this Letter-of-Agreement (Agreement) for your consideration. The contents of this Agreement are based upon recent discussion and our understanding of the required Scope-of-Services. The staff of Chastain-Skillman, LLC (CS) is well qualified to handle this assignment in a professional manner and we trust that you will look on the following arrangement favorably.

Our primary objective will be to produce a produce a Boundary Survey of the above-mentioned project. The following sections delineate the basic elements of our Agreement with Dewberry (also referred to as the "Client").

**Survey Scope-of-Services:** CS will be responsible to prepare a Boundary Survey and an approximately 2.8-acre portion of Parcel Id #282917-000000-041020, located on Masterpiece Road, Lake Wales, 33898 as shown on the attached Survey Exhibit. The specific scope items are listed below.

1. Conduct office research, field coordination, and quality control measures as deemed necessary by CS in order to produce the survey.
2. Prepare a description and complete a Boundary Survey of a portion of the above-described parcel.
3. Establish monument(s) for the subject parcel boundary at each change in direction of the external parcel boundary lines.
4. Depict the Boundary and right-of-way lines.
5. Depict provided and/or visual easements, rights-of-way, and encumbrances that affect the surveyed parcel.
6. Locate and depict aboveground improvements on the survey.
7. Depict special flood hazard areas inundated by the 100-year flood as shown on the Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM).



8. Provide an electronic copy of the signed and sealed survey(s) of the above-referenced site. The survey(s) will be performed in accordance with standards of practice adopted by the State of Florida Department of Agriculture and Consumer Services.

**Survey Certification:** The survey certification shall read as follows:

I hereby certify that this drawing correctly reflects the results of a recent survey made under my direction and this survey was made in accordance with Standard of Practice adopted by the State of Florida Department of Agriculture and Consumer Services, Board of Professional Surveyors and Mappers, Chapter 5J-17 of the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

**Examples of Services Not Included:**

1. Excavation and location of underground improvements.
2. Owner and Encumbrance Report.
3. Wetland delineation and location.
4. ALTA/NSPS Land Title Survey.
5. Invert information of utility structures that are obstructed, and that the client does not make accessible.
6. Tree/shrub/landscaping location.
7. Research and location of underground utilities.
8. Verification of accuracy of information provided by others.
9. Any other services not expressly stated in the Scope-of-Services herein.

**Period of Service:** Upon receipt of a duly executed copy of this Agreement, CS will initiate the services and we would expect to substantially complete our services within five (5) weeks.

Given the time sensitive nature of many surveying projects, potential causes for Period of Service adjustment may include inclement weather, force majeure conditions, delays in receipt of information to be provided by others, etc.

**Compensation:**

Our compensation for the Professional Surveying Services delineated above is a fixed fee as shown below, which will be invoiced monthly based on the percentage of the project that has been completed.

Boundary Survey                      \$7,000

In addition, reimbursable expenses incurred in connection with the Project will be itemized and included separately in our monthly invoices at cost plus 15%. This might include such items as reproduction, travel and subsistence. We will coordinate with you prior to incurring any cost that is necessary but not part of this scope.

We trust that this working arrangement is agreeable with you, and if so, would appreciate execution of this Letter-of-Agreement in the appropriate spaces provided below. Please return one of the executed copies to this office. This Agreement may be void if not executed within 30 days.

Sincerely,

CHASTAIN-SKILLMAN, LLC



Jeffrey Ammermann  
Regional Survey Director

Enclosures:  
Agreement for Professional Services  
Survey Exhibit – Location Map

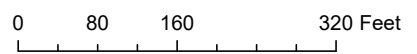
# Survey Exhibit



Parcel Id #282917-000000-041020  
Masterpiece Road, Lake Wales, 33898

Proposed Parcel

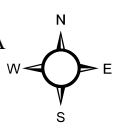
- |                         |                        |                     |
|-------------------------|------------------------|---------------------|
| Roads                   | Dimensions_Carto_Dist  | --- PLSS Boundaries |
| Waterbodies             | Dimensions_LabelText   | ▭ Gov't Lots        |
| ▭ Municipal Boundaries  | Misc Text              | <b>HALFFOOT2023</b> |
| ▭ Lots                  | + Railroads            | ▭ Red: Band_1       |
| Lot and Block Text      | ▭ Parcels              | ▭ Green: Band_2     |
| Blocks                  | ▭ Surrounding Counties | ▭ Blue: Band_3      |
| Tiers                   | ▭ PLSS Townships       |                     |
| Dimensions_ParcelFabric | ▭ PLSS Sections        |                     |



All maps are worksheets used for illustrative purposes only, they are not surveys. The Polk County Property Appraiser assumes no responsibility for errors in the information and does not guarantee the data is free from error or inaccuracy. The information is provided "as is".



Marsha M. Faux, CFA, ASA  
Property Appraiser  
Polk County, Florida



May 9, 2024

**AGREEMENT FOR PROFESSIONAL SERVICES**

Consultant: <u>Chastain-Skillman, LLC</u>	Client: <u>Dewberry</u>
Address: <u>205 East Orange Street, Suite #110</u>	Address: <u>1479 Town Center Drive, Sute D214</u>
<u>Lakeland, Florida 33801</u>	<u>Lakeland, 33803</u>
Date: <u>10/16/2024</u>	Proposal No: <u>JPA24042-ERUSA</u>
Project Name and Location: <u>ERUSA – Receiving Station</u>	
<u>Masterpiece Road, Lake Wales, 33898</u>	

Description of the services to be provided: Boundary Survey

Compensation: Fixed Fee: \$ 7,000 OR Hourly Rate with Estimated Fee: \$ \_\_\_\_\_

Payment Terms: Payment due in accordance with the Retainer/Billing/Payment section on the reverse of this form. The retainer will be applied to the final invoice.

Retainer (payable upon execution of this Agreement) \$ \_\_\_\_\_

1. **Performance of Services:** The Consultant shall perform the services outlined on the referenced proposal above, consideration of the stated fee and payment terms.
2. **Additional Services:** For additional services not included above, the Consultant shall be compensated on an hourly rate basis at the current hourly rates in effect at the time of providing additional services.
3. **Access to Site:** Unless otherwise stated, the Consultant will have access to the site for activities necessary for the performance of the services. The Consultant will take reasonable precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage and will not be responsible for such costs.
4. **Scope of Services:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and nature of the services included in Consultant’s proposal received by Client are adequate and sufficient for Client’s intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant’s work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant’s proposal, Client’s acceptance thereof, and this Agreement for Services. The ordering of work from Consultant, or the reliance on any of Consultant’s work, shall constitute acceptance of the terms of Consultant’s proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

- 5. Retainer/Billing/Payment:** The Client agrees to pay the Consultant for all services performed and all costs incurred. Prior to the provision of services, the Client shall deposit a retainer as shown above with the Consultant. Invoices for the Consultant's services shall be submitted, at the Consultant's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, the Consultant may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, the Consultant may institute collection action and the Client shall pay all costs of collection, including reasonable attorneys' fees. The venue of legal proceedings shall be in Polk County, Florida. Upon default, the Consultant may suspend services under this agreement until all amounts due for services and expenses have been paid. In addition, the Client agrees that all monies due the Consultant are not contingent upon settlement of any claims or receipt of payment(s) by the Client from another source.
- 6. Notice:** Within three (3) business days of discovery, the Client shall report to the Consultant any defects or suspected defects in the Consultant's work or services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client warrants that it will impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, or the Client's contractors or subcontractors to notify the Consultant, shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- 7. Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Consultant, his or her officers, directors, employees, agents, and subconsultants from and against all damage, liability, and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Consultant.
- 8. Waiver:** In addition, the Client agrees, to the maximum extent permitted by law, to waive any claims against the Consultant arising out of the performance of emergency services, except for the negligence or willful misconduct of the Consultant.
- 9. Information for the Sole Use and Benefit of the Client:** All opinions and conclusions of the Consultant, whether written or oral, and any plans, specifications, and other documents and services provided by the Consultant are for the sole use and benefit of the Client and are not to be provided to any other person or entity without the prior written consent of the Consultant. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Consultant or the Client.
- 10. Project Reference and Signage:** Upon commencement of the services delineated in this Agreement, the Client agrees that the Consultant may use and publish the Client's name and give a general description of the services provided by the Consultant for the purpose of informing other clients and potential clients of the Consultant's experience and qualifications. In addition, the Client grants permission for the Consultant to place the Consultant's project sign on the Client's property from the execution date of this Agreement through completion of the Consultant's services.

- 11. Force Majeure:** Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions, epidemics, pandemics, or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.
- 12. Consequential Damages:** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Consultant, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 13. Certifications, Guarantees, and Warranties:** The Consultant shall not be required to execute any document that would result in the Consultant certifying, guaranteeing, or warranting the existence of any conditions.
- 14. Limitation of Liability:** In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed the greater of 75,000 or the total fee paid by the Client to the Consultant. Such causes include, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
- 15. Ownership of Documents:** All documents produced by the Consultant under this Agreement are instruments of the Consultant's professional service and shall remain the property of the Consultant and may not be used by the Client for any other purpose without the prior written consent of the Consultant.
- 16. Dispute Resolution:** Any claims or disputes between the Client and the Consultant arising out of the services to be provided by the Consultant or out of this Agreement shall be submitted to nonbinding mediation. The parties agree that conducting nonbinding mediation is a condition precedent to either party commencing or initiating a legal action and/or arbitration. The Client and the Consultant agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.
- 17. Venue and Jurisdiction:** The parties agree that the exclusive venue and jurisdiction for any legal action (or arbitration proceeding) or dispute arising out of this Agreement shall be in Polk County, Florida. The laws, statutes, and rules for the State of Florida shall govern any such action or proceeding.
- 18. Termination of Services:**

For Cause – In the event of a material breach of this Agreement, the Party not breaching the Agreement may upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. In the event of termination for any cause, the Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay the Consultant for all services rendered to the date of termination, and all reimbursable expenses incurred prior to termination and reasonable termination expenses

incurred as the result of the termination within 30 days. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Convenience – Upon written notice, Client or Consultant may terminate the performance of any further Services included in the Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

- 19. Unforeseen Conditions or Occurrences:** If, during the performance of Services, any unforeseen hazardous substances, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into the Agreement; or c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury, or loss arising from the discovery of unforeseen hazardous substances.
- 20. Insurance:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: 1) Worker's Compensation providing statutory coverages required by the state where services are provided, 2) Employer's Liability with limits of \$1,000,000 each accident, 3) Commercial General Liability with limits of \$1,000,000 each occurrence/\$2,000,000 aggregate, 4) Commercial Automobile with limits of \$1,000,000 each accident, 5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and 6) Professional Liability with limits of \$3,000,000 each claim.
- 21. Time Bar:** Notwithstanding applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultants services, whichever occurs earlier
- 22. Entire Agreement:** This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change to the terms of this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. In the event a Purchase Order is issued for the Services outlined in this Agreement, the terms of this Agreement shall take precedence over and control any preprinted terms and conditions of the Purchase Order. Furthermore, it is understood that any terms and conditions of the Purchase Order not

explicitly addressed in this Agreement do not apply, are deemed to be stricken, and neither party shall be bound thereto.

**CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN AND THE ABOVE REFERENCED PROPOSAL.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative.

Offered by:

Accepted by:

Consultant: **CHASTAIN-SKILLMAN, LLC**

Client: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Jeffrey Ammermann /Regional Survey Director  
\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name/Title



**Client Accounts Payable Information**

***Contact Information***

Company Name:	
Company Address:	
AP Department Phone No. & Contact:	
AP Department Email:	

***Project Point of Contact***

Project Manager (Client):	
Project Manager Phone No.:	
Project Manager Email:	

**Invoicing**

***Delivery Method:***

Email to: \_\_\_\_\_

Mail to: \_\_\_\_\_

Attn: \_\_\_\_\_

**Special Request\*:**

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\*Please note while we try to accommodate all requests some can simply not be met due to software limitations. If we have questions or need more information, we will reach out to you within two business days of receiving this form with a signed agreement. \*