

REQUEST FOR LEGAL SERVICES

TO: COUNTY ATTORNEY'S OFFICE (AT01)

ATTENTION: Noah Milov
(CHECK ONE) Heather Bryan



FROM: Klayton Fees (863) 535-2281
(Name and Phone Number)

DATE: 6/26/25

RETURN TO: Klayton Fees, TR02

DIVISION: Roads & Drainage

BOARD AGENDA DATE: 7/15/25

COUNTY MANAGER ITEM: ☐

PROJECT: CR 542A (N Galloway Rd) at 10th St

CSA/CONTRACT NUMBER: 22-084-03

MODIFICATION NUMBER:

CHANGE ORDER NUMBER:

TYPE OF AGREEMENT: CSA

NAME OF CONSULTANT/CONTRACTOR: CONSOR Engineers, LLC

Please indicate any time limits and attach all necessary documentation.

REQUEST IN DETAIL:

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

For CAO Use Only:

Assigned Staff:

Noah

Log-In Date:

7/8/25

CAO Project Number:

25-439

Log-Out Date:

7/18/28

CONSULTANT APPROVAL FORM

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

CSA: If Construction is under \$4,000,000;

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

CPO/CSA #: 22-084-03 (Assigned by Procurement)

To be completed by the requesting Division:

Date: 6/26/25 Division: Roads & Drainage

Project Manager's Name: Klayton Fees, PE Phone #: 863-535-2281

Project Name: Galloway Rd at 10th St Roundabout

Total Project Budget: \$ 4,500,000 Project #: 5400190

Estimate of Construction Cost: \$ 3,806,113.90

Proposed Consultant: CONSOR Engineers, LLC Fee: \$ 446,183.88

Master Consultant Agreement #22-084

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

Approved By: [Signature] Date 6/30/25
Division Director/Designee

Procurement Division corrected scope

Date Received: 7/8/25 Date Reviewed by Analyst: 7/8/25

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

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

Date Received: _____ Date Reviewed: 7/15/2025

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

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

Date Received: _____ Date Reviewed: _____

Approved by: _____
(County Manager Office Signature)

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

Selection Procedure for Consultants with Continuing Contracts

Division: R&D

Project Manager: K FEES

Step 1:

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

Consultant	Expertise	Experience	Personnel	Local (Y/N)	Elevated for Consideration (Y/N)
AECOM	Y	Y	Y	Y	Y
AIM	Y	Y	Y	Y	Y
B&N	N	N	N	N	N
CONSOR	Y	Y	Y	N	Y
DEWBERRY	Y	Y	Y	N	N
DRMP	Y	Y	Y	Y	Y
HDR	Y	Y	Y	N	Y
HNTB	N	N	N	Y	N
JACOBS	Y	Y	Y	N	Y
KIMLEY-HORN	N	N	N	Y	N
KCA	Y	Y	Y	N	Y
MOTT	N	N	N	N	N
NV5	N	N	N	N	N
PGA	N	N	N	Y	N
RKK	N	N	N	Y	N
WSP	Y	Y	Y	N	Y

State justification for each firm not elevated and why:

B&N, DEWBERRY, HNTB, KIMLEY-HORN, MOTT MACDONALD, NV5, PGA, and RKK do not offer CEI services.

The primary focus of these firms is design services. JACOBS was the design consultant for this project.

Step 2:

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

Consultant	Has past performance been satisfactory (Y/N)	Elevated for Consideration(Y/N)
AECOM	Y	Y
AIM	Y	Y
CONSOR	Y	Y
DRMP	Y	Y
HDR	Y	Y
KCA	Y	Y
RK&K	Y	Y
WSP	Y	Y

State justification for each firm not elevated and why:

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

Consultant	Contracted Amount	Elevated (Y/N)
AECOM	\$ 424,181.75	N
AIM	\$ 288,191.68	N
CONSOR	\$ 200,947.50	Y
DRMP	\$ 310,811.25	N
HDR	\$ 378,645.01	N
KCA	\$ 413,087.24	N
RK&K	\$ 559,801.82	N
WSP	\$ 577,929.72	N

Step 4:

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



Consultant Services Authorization

Firm	CONSOR Engineers, LLC
Master Agreement No.	2022-084
CSA No.	2022-084-03
Project Name	Galloway Rd at 10th St Roundabout
Project Description	Professional CEI services for construction oversight of a new roundabout at Galloway Rd and 10th St
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule Exhibit "D"-Insurance Documents
Duration (in days)	through completion of construction
Compensation	Total Cost Not to Exceed: \$ 446,183.88
Special Contract Conditions	NONE
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0 Per Day
Budget Source/Availability	10104.540541095.5663020.5400190

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ____ day of _____, 20__.

Attest:

STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairperson
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency
Veronica M. Allen 7/15/25
County Attorney's Office Date

Attest:

Matthew P. Cass

Matthew P. Cass
Corporate Secretary

SEAL

Date: 6/23/2025



CONSOR Engineers, LLC

CONSULTANT COMPANY NAME

Sandeep Patil
Authorized Corporate Officer

SANDEEP PATIL

[Printed Name and Title]

Date: 6/23/25

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services and associated Polk County and Florida Department of Transportation (Department or FDOT) manuals, and procedures.

The project for which the services are required is:

Description: CEI Services for Roadway Improvements at N. Galloway Road & 10th Street
County: Polk County
Project No.: 5400190

Serve as the County's representative on the project and faithfully represent the County interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under the contract. Pursuant to Section 4.1.5 of the Department's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with County and Department manuals, procedures, and memorandums in effect as of the date of execution of a contract unless otherwise directed in writing by the County. Such Department manuals, procedures, and memorandums are found at the FDOT State Construction Office's website (<https://www.fdot.gov/construction>). Other projects developing within the geographical area of Polk County may be added at the County's discretion. The Consultant must perform to the satisfaction of the County representatives for consideration of additional CEI services.

The general scope of work for the Construction project will consist of, but not be limited to: providing all labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to modify the existing non-signalized intersection at N. Galloway Road & 10th Street into a roundabout. Improvements for this project include a new asphalt roundabout with inner concrete apron, drainage, concrete curb, concrete driveways, guardrail, signage, thermoplastic street markings, conventional lighting, and landscaping. The project is approximately 0.17 miles in length along N. Galloway Road and 0.23 miles in length along 10th Street. This shall be a Pay Item project.

The Consultant shall provide support for the County's Public Information Office for the duration of the project.

3.0 **LENGTH OF SERVICE:**

The CEI services for the Project shall begin upon written notification to proceed by Polk County.

Track the execution of the construction contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within 14 calendar days of notification. For the duration of the project, coordinate closely with the County and the Contractor to minimize rescheduling of consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed, estimated twenty-one (21) weather days (10% of original contract duration) and thirty (30) calendar days to demobilize and develop the final estimate after final acceptance, for a total of 276 days.

The anticipated construction time for the project is as shown below:

Polk County – Roadway Improvements for N. Galloway Road at 10 th Street	
County Project #	Duration (Days)
5400190	210

4.0 **DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Authority (Polk County) and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority (County): Polk County
- C. Authority Contracts and Procurement Manager: The administrative head of the Authority Procurement Office.
- E. Authority Director of Operations and Engineering: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- K. Department (FDOT): Florida Department of Transportation
- L. Construction Contract: The written agreement between the Authority and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Contractor: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of Polk County.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Operations Engineer: The Director of County Operations, or it's designee, assigned to administer Contracts for the Authority.
- Q. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- R. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- S. Resident Engineer: The Director of County Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Construction Contract
 - 4. Utility Agency's Approved Material List (if applicable).
 - 5. Computer Aided Drafting and Design (CADD) Files

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website.

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer running a consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing and materials management through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office: (NOT APPLICABLE)

The Authority (Polk County) will not be providing direct compensation for a Field Office.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats and safety vests shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Authority (Polk County), upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the contract, keep Polk County's Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e., architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Inform the designated Authority project personnel of any design defects reported by the Contractor or observed by the Consultant.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of the contract and all Supplemental Amendments thereof, the Authority will review various phases of consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Authority representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Authority recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Contractor to correct such observed discrepancies.

Inform the Authority (Polk County) Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Independent Engineering Judgment:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the Authority, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of consultant staff. It is the Authority's expectation that this experience and expertise will be employed by consultant staff to make sound engineering judgments and recommendations throughout the project.

9.3 Public Safety:

Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and close the affected lanes of traffic until the deficiency is addressed.

9.4 Timely Resolution:

Prioritize the Authority's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

9.5 Survey Control: (NOT APPLICABLE)

9.6 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the Contract documents for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan, in accordance with the Department or County procedures. Consultant employees performing such services shall be qualified in accordance with the Department's and/or County procedures.

9.7 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. In complying with the construction contract documents, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and any applicable independent assurance testing.

Sampling, testing and laboratory methods shall comply with the Contract Documents.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a consultant laboratory to the appropriate laboratory.

Maintain verification testing information and data in a construction management system supporting construction administration, field record keeping, and materials management.

9.8 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities and interpreting the Contract Documents for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The consultant shall create and maintain an electronic document management system. The following services shall be performed:

1. Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
2. Submit an Engineer's Certification of Compliance at the end of the project, if applicable.
3. Verify that the Contractor is conducting inspections, preparing reports, and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors." The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
4. Analyze (if applicable) the Contractor's schedule(s) (i.e., baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
5. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary documentation.
6. When applicable, monitor, inspect and document Contractor's utility coordination efforts for compliance with Construction contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
7. Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Contractor.
8. When applicable, prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
9. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.

10. The Authority will provide Public Information Services.
11. If applicable, prepare and submit to the Authority, a monthly status report in a format specified by the Authority.
12. Video record the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
13. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

9.9 Asphalt Plant Services:

If required, provide Asphalt Plant Inspection services for Verification:

- Ensure that all Bituminous Verification requirements are met.
- Provide recommendations regarding the disposition of substandard materials.
- Generate the Random Numbers and notify the Quality Control (QC) technician after the mixture is produced and instruct when the QC technician shall take the sample.
- Perform testing and inspection within the allotted timeframe, as defined in the contract documents. Perform daily inspections of the Producer's Facility to ensure that the Producer is complying with their QC Plan and the contract documents. Document all inspections in daily journal.
- Keep a daily journal using a format or electronic system documenting the arrival and departure time, failures, QC, Process Control (P.C.), and Independent Verification (IV) samples taken (time and load numbers), time that IV technicians arrived and departed, all verification inspections performed, any production related problems, and any other pertinent information. Electronically submit the daily journal to the Authority, at the completion of production for the day.
- Observe the QC testing for accuracy (on a random yet consistent basis) to ensure that the QC staff is accurately documenting the weights and calculations of the test results performed. Submit the copy of handwritten data to as requested. Be familiar with the Producer's QC Plan for the facility and ensure that QC staff is following the Plan.
- Notify the Authority when recurring problems are encountered, or serious lapses occur with the QC staff following their Producer QC Plan or the contract documents.
- Be knowledgeable of the contract documents pertaining to Asphalt Production and testing at the Producer facilities.
- Document all material sample failures and all specification violations in the daily journal and notify the Project Administrator (PA) and Authority immediately.
- Perform a daily review of the QC worksheets and records for accuracy and completeness. Notify the PA and the Authority if the QC staff fails to complete the testing and pertinent paperwork within 24 hours. Make every effort to verify lots within the 24-hour timeframe, and on days the plant is producing.

- If resolution testing is required, notify the PA and the Authority immediately. After obtaining the resolution test results, update the Composite Pay Factor (CPF) Worksheet and other pertinent forms. Reissue revised forms to the PA within 24 hours of receiving the results unless directed otherwise. Provide the following additional plant inspection and testing related services, as requested:
 - Label and sign V and R sample boxes.
 - Inspect the asphalt plant, review, and analyze both QC and V test results and verify QC technician reports are accurate.
 - Collect roadway cores for each IV sample collected.
 - Notify the Authority when a Lot is completed and when Verification Technician needs to be sent to verify the completed lot.
 - Update the daily production spreadsheet.
 - Deliver IV samples by the end of the day.
 - Recommend to stop or restrict asphalt plant production.
 - Approve, monitor, revise, transfer, and terminate Asphalt Mix Designs, as applicable.

10.0 QUALITY ASSURANCE (QA) PROGRAM:

10.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County and FDOT specifications, plans, standard indexes, and Authority procedures.

10.2 Quality Assurance Reviews:

On this short duration CEI project (approximately (10) months), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

10.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Authority, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

11.0 CERTIFICATION OF FINAL ESTIMATE (AS APPLICABLE BY THE AUTHORITY):

11.1 Final Estimate Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Authority or Department's Procedures as required by CPAM.

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Authority procedures or Department's CPAM.

11.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a digitally signed certification on a form pursuant to Department and Authority's procedures.

11.3 Offer of Final Payment:

Prepare any Offer of Final Payment in accordance with Authority procedures. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

12.0 AGREEMENT MANAGEMENT:

12.1 General:

- (1) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Authority Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Authority Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority four (4) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (2) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

12.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 30th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e- mail.

All invoices shall be submitted to the Authority in electronic format in accordance with the Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued, unless authorized otherwise in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority unless authorized otherwise.

13.0 OTHER SERVICES:

Upon written authorization by the Director of Operations and Engineering or designee of the Authority, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the Authority to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

14.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement as applicable.

15.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

16.0 POLK COUNTY AUTHORITY:

The County shall be the final authority in considering modifications to the Construction Contract for time, money, or any other consideration. The consultant will provide support and recommendations to the County to assist them in their consideration of the aforementioned modifications.

June 6, 2025

CONSOR Engineers, LLC
801 South Florida Avenue
Lakeland, FL 33801

Attention: Albert Furney

Subject: Proposal to Provide Laboratory Testing Services
N Galloway Rd & 10th Street Roundabout
AREHNA Proposal No.: M.Prop-25-061

AREHNA Engineering, Inc. (AREHNA) is pleased to present our estimated budget proposal to perform Construction Materials Testing services for the above referenced project. We would appreciate an opportunity work with your team on this project.

Our Qualifications

AREHNA is a certified Disadvantaged Business Enterprise (DBE) by the State of Florida, the Florida Department of Transportation (FDOT), the City of Tampa, Tampa Port Authority, Hillsborough County, and the Hillsborough County School Board, among many others. Copies of our certifications are available upon request.

We are a multi-disciplined organization of professional engineers, project managers, field and laboratory technicians, and support personnel, who combine their technical capabilities, past experience, dedication, and enthusiasm to provide quality-engineering services to our clients.

Our Resources and Personnel

Because we know that our most valuable asset is our people, we believe that by investing in our people, it increases the value and services we can offer and bring to our clients and their projects. We currently have a diverse team of over 13 experienced and certified field laboratory technicians that holds a combined total of over 90 various CTQP certifications in earthwork, pile driving, asphalt, geotechnical, and laboratory testing as well as ACI certifications for concrete testing. Our field and laboratory technicians have between 2 to over 30 years of testing and inspection experience.

Our laboratory is a modern fully equipped laboratory that meets the requirements for ASTM E-329 and additionally is FDOT approved and AASHTO accredited. In addition to our laboratory, our fleet vehicles are GPS equipped to provide instant location of our personnel which allows us to better serve our clients.



Our Safety

Safety is very important to us and we understand how critical it is to our employees, their families and our clients. We know safety is critical in construction and on many projects can be a factor when selecting construction materials testing firms. Our field personnel understand that hard hats, safety vests, boots, hearing protection, safety glasses, and gloves are normal for every project. Our personnel understand and follow our corporate safety policy as well as the site safety policy of each project.

Scope of Services

We anticipate our services for this project may include:

- Provide qualified laboratory technicians to perform various laboratory testing on soils, concrete and asphalt samples
- We assume all samples will be delivered to the AREHNA laboratory for testing

Reporting

Our reporting system uses a report numbering system for each test report issued to allow the client, contractor, and other team members the ability to track various testing reports and compliance issues during construction. The advantage of this system is to verify missing test reports and tracking of non-compliance issues for the contractor and to allow them the option to back charge subcontractors for failed testing as well as improving invoice approval and payment management.

Fees and Budgets

Based on a review of the plans, specifications, and our general knowledge of the project, an estimate of our fees for budget consideration is attached to this proposal. Requested services will be invoiced for only services that are performed based on actual hours and tests performed utilizing the attached unit rates (Attachment A). Any services requested not shown in Attachment A will be based on standard unit rates or rates established by the client and AREHNA. Our services will be performed in accordance with our attached Terms and Conditions and our services in Attachment A. A copy of our Work Order is attached to this proposal for your authorization and signature.

We would greatly appreciate the opportunity to work with you on this and future projects and we thank you in advance for your consideration of AREHNA as your Construction Materials Testing firm. If you have any questions with regard to this proposal, please do not hesitate to contact us at 813.944.3464.

Respectfully Submitted,
AREHNA Engineering, Inc.



Stephen Long, P.E.
Senior Project Engineer

Attachments: Estimated Fee Schedule and Work Order



CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES

Senior Engineering Technician

Asphalt Plant Inspection - <i>Estimate 8 Days</i>	64	hour	\$ 95.00	\$ 6,080.00
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Laboratory Testing

Soil	Quantity	Units	Rate	Subtotal
Standard Proctor Test	5	each	\$ 125.00	\$ 625.00
Modified Proctor Test	5	each	\$ 130.00	\$ 650.00
Soil Classification	10	each	\$ 245.00	\$ 2,450.00
Limerock Bearing Ratio (LBR) Test	5	each	\$ 350.00	\$ 1,750.00

Concrete & Grout

Laboratory Compressive Strength Test of 4x8 Cylinders - <i>1 set of 5</i>	20	set	\$ 125.00	\$ 2,500.00
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Asphalt

Asphalt Cores for Density & Thickness	24	each	\$ 35.00	\$ 840.00
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Engineering Services

	Quantity	Units	Rate	Subtotal
Senior Professional Engineer	4	hour	\$ 200.00	\$ 800.00
Project Manager	16	hour	\$ 150.00	\$ 2,400.00
Administrative Assistant	8	hour	\$ 72.00	\$ 576.00

ESTIMATED CONSTRUCTION MATERIALS TESTING & INSPECTION SERVICES TOTAL	\$ 18,671.00
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Notes:

1. Assume all samples will be delivered to AREHNA Laboratory.



AREHNA | Engineering, Inc.

5012 W. Lemon Street, Tampa, FL 33609

P: 813.944.3464 F: 813.944.4959

www.arenha.com

AREHNA ENGINEERING WORK ORDER

Project Name ("Project"): N Galloway Rd & 10th Street Roundabout
Proposal No. ("Proposal"): M.Prop-25-061
Date of Proposal: 6/6/2025
Project Location ("Site"): 10270 Atlanta Avenue, Brooksville, FL 34614
Client: CONSOR Engineers, LLC
Client Address: 801 South Florida Avenue
 Lakeland, FL 33801

Scope of Services: Please refer to the attached Proposal, which is incorporated herein by reference.

In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

1. STANDARD OF CARE. AREHNA will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of AREHNA's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against AREHNA with respect to the Services to be performed by AREHNA must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

2. OPINIONS OR ESTIMATES OF COST. If included in the Services, AREHNA will provide estimates of the cost of materials, remediation or construction based on AREHNA's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

3. PAYMENT. Client will pay AREHNA for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. AREHNA's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of AREHNA's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (1½ %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. AREHNA may suspend the performance of Services when any invoice is past due.

4. OWNERSHIP OF DELIVERABLES AND RELATED DOCUMENTS. All reports, drawings, plans, designs and other documents prepared by AREHNA pursuant to this Agreement, (collectively, "Deliverables") including all intellectual property rights therein, remain the property of AREHNA. Client agrees that the Deliverables (i) are intended for the exclusive use and benefit of, and may be relied upon only by, Client and (ii) will not be used at a Site or for a Project not expressly provided for in this Agreement. Client does not require AREHNA's permission for regulatory submittal of the Deliverables or, subject to all terms and conditions contained in this Agreement, reliance on the Deliverables provided to Client's design team, of which AREHNA is a member, solely for the design of the Project for which the Deliverables were intended. Client agrees that any prospective lender, buyer, seller or other third party who wishes to rely on any Deliverables must first sign AREHNA's Secondary Client Agreement. Client will defend, indemnify and hold harmless AREHNA, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, agents, successors and assigns, (collectively, "Indemnitees") from and against all claims, settlements, costs, expenses, liabilities, damages, penalties and interest, including attorneys' fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnitees as a result of any unauthorized use of, or reliance on, the Deliverables. If Client requests Deliverables on electronic media, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by AREHNA will be the official document. Any modification(s) of the electronic copy by Client will be at its own risk. Client further agrees that (i) the Deliverables may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, AREHNA, (ii) the Deliverables will reflect AREHNA's findings as to conditions that existed only at the time the Services were performed and (iii) AREHNA makes no representations as to any facts or assumptions provided to, but not independently verified by AREHNA.

5. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF AREHNA, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR AREHNA'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES PAID TO AREHNA BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER. Client acknowledges that (i) without the inclusion of this limitation of liability provision, AREHNA would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of AREHNA under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an exculpation from, AREHNA's liability and (v) it has received special

consideration of ten dollars (\$10) for this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration. **PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

6. INDIRECT DAMAGES. EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

7. SITE OPERATIONS. If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by AREHNA's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnitees from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnitees.

8. SITE RESPONSIBILITY. Client will provide AREHNA with access to the Site and all available Site information deemed necessary by AREHNA. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by AREHNA. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. AREHNA's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that AREHNA is not responsible for safety or security at the Site, other than for AREHNA's employees, and that AREHNA does not have the right or duty to stop the work of others.

9. SAMPLES AND WASTES. Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs AREHNA to retain any samples, AREHNA will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. AREHNA reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, or their constituents (collectively, "Contaminants"), AREHNA, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, AREHNA will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnitees from and against all Liabilities arising from the Indemnitees handling of such samples, wastes, soils or materials, except to the extent of AREHNA's negligence or willful violation of any applicable law.

10. UNANTICIPATED CONDITIONS. Client will inform AREHNA in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or AREHNA's equipment or personnel prior to commencement of the Services. Should AREHNA encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in AREHNA's performance of the Services, upon notice to Client, AREHNA, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or AREHNA's equipment or personnel, AREHNA will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold AREHNA harmless if AREHNA provides such notice.

11. EXCUSABLE DELAY. AREHNA will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of AREHNA. In the event of any such delay, AREHNA will be entitled to an extension of the time to put performance of the Services back on schedule, and AREHNA will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

12. ENVIRONMENTAL INDEMNITY. Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by AREHNA.

13. TERM AND TERMINATION. The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to AREHNA. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. AREHNA will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

14. DISPUTE RESOLUTION. The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution. If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14. The procedures specified in this Section 14 shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

15. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that AREHNA may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

16. SURVIVAL. All of Client's and AREHNA's obligations and liabilities, including, but not limited to, Client's defense and indemnification obligations and the limitation of liability provision in Section 5, and AREHNA's rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

17. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.

18. NO CONSTRUCTION AGAINST THE DRAFTER. Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

19. INTEGRATION. This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

20. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida, without giving effect to its choice of law principles.

AREHNA Engineering, Inc.

CONSOR Engineers, LLC

Signature of Authorized AREHNA Representative

Signature of Authorized Client Representative

Print Name and Title

Print Name and Title

Date

Date

Description:
Polk County Project Number:

Roadway Improvements for N. Galloway Rd. at 10th Street
5400190



Personal Classifications	CONSULTANT FIRM	Hour Rate	Contract Multiplier	Bill Rate Per Hour
Chief Engineer	Concor	\$ 95.00	3.6000	\$288.00
CEI Project Administrator	Concor	\$ 70.00	3.6000	\$252.00
CEI Project Inspector / Technician (Assist with contract admin.)	Concor	\$ 47.53	3.6000	\$174.00
CEI Senior Inspector / Technician	Concor	\$ 44.00	3.6000	\$158.40
CEI Inspector / Technician	Concor	\$ 30.00	3.6000	\$108.00

Personnel Classification/Name	Firm Name	Bill Rate	2025												Total Man Months	Straight OT Hours 10%	Total Man Hours	Total Costs	Straight OT @ 15%	Total Compensation
			1 Aug	2 Sept	3 Oct	4 Nov	5 Dec	6 Jan	7 Feb	8 Mar	9 Apr	10 May	11 Jun	12 Jul						
Chief Engineer	Conсор	\$288.60	0.025	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.10	0.05	0.775	127.88	127.88	\$36,931.74		\$36,931.74	
CEI Project Administrator	Conсор	\$212.80	0.200	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	0.40	3.400	561.00	561.00	\$119,380.80		\$119,380.80	
CEI Senior Inspector / Technician (Assist with contract admin.)	Conсор	\$144.60	0.125	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	0.25	2.125	350.63	350.63	\$50,771.22		\$50,771.22	
CEI Senior Inspector / Technician	Conсор	\$133.76	0.125	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.25	7.375	1216.88	1338.57	\$162,659.87	\$16,277.25	\$179,047.12	
CEI Inspector / Technician	Conсор	\$91.20			0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.50		2.500	412.50	453.75	\$37,620.00	\$3,762.00	\$41,382.00	
														0.000	0.00	0.00	\$0.00		\$0.00	
														0.000	0.00	0.00	\$0.00		\$0.00	
														0.000	0.00	0.00	\$0.00		\$0.00	
														0.000	0.00	0.00	\$0.00		\$0.00	
														0.000	0.00	0.00	\$0.00		\$0.00	
Total Man Months			0.48	1.75	2.25	2.25	2.25	2.25	2.25	2.25	1.75	0.95	0.00	0.00	16.18	2658.89	2831.83	\$407,473.63	\$20,039.25	\$427,512.88

Legend L = Lelling P = Personstruction C = Construction T = Post-Construction

210 Construction Days (Based on Procurement Ad)
15 Pre Construction

Field Office
Field Survey

Arehne Lab Testing Services (See attached proposal)
\$18,871.00
\$446,383.88
Total Estimate

Assumptions:

1. One Sr. Insp. Full-time and a part-time inspector to be moved in and out based on Contractor crew resources and work schedule (day / night work)
2. Time for 2nd Sr. Inspector to maintain / track pay quantities, as-builts, review and process monthly and final estimates and help with AAR work
3. PA Time estimated at two-days / week to manage the day-to-day of the contract.

Exhibit B



CONSOR

Labor Category	Range of Direct Labor Rates (rounded to the nearest dollar)	Range of Hourly Billing Rates (rounded to the nearest dollar)
Contract Manager	\$125.00 - \$125.00	\$380.00 - \$380.00
Chief Engineer	\$81.00 - \$133.00	\$248.00 - \$405.00
Project Manager	\$75.00 - \$86.00	\$228.00 - \$261.00
Senior Engineer - Roadway	\$80.00 - \$96.00	\$245.00 - \$292.00
Senior Engineer - Traffic Control	\$93.00 - \$94.00	\$283.00 - \$284.00
Project Engineer - Traffic Control	\$34.00 - \$46.00	\$104.00 - \$140.00
Engineer Intern - Traffic Control	\$33.00 - \$34.00	\$102.00 - \$103.00
Project Engineer - Roadway	\$47.00 - \$59.00	\$144.00 - \$180.00
Engineer Intern - Roadway	\$34.00 - \$35.00	\$104.00 - \$106.00
Senior Engineer - Drainage	\$65.00 - \$87.00	\$197.00 - \$265.00
Project Engineer - Drainage	\$55.00 - \$58.00	\$169.00 - \$176.00
Engineer Intern - Drainage	\$29.00 - \$49.00	\$90.00 - \$147.00
Senior Engineer - Structures	\$52.00 - \$86.00	\$159.00 - \$261.00
Project Engineer - Structures	\$43.00 - \$67.00	\$130.00 - \$203.00
Engineer Intern - Structures	\$34.00 - \$39.00	\$104.00 - \$119.00
Senior Engineer - PD&E	\$96.00 - \$125.00	\$291.00 - \$380.00
Senior Engineer - Water/Wastewater	\$62.00 - \$63.00	\$190.00 - \$190.00
Engineer Intern - Water/Wastewater	\$34.00 - \$41.00	\$104.00 - \$125.00
Team Leader - Bridge Inspection	\$48.00 - \$79.00	\$148.00 - \$238.00
Assistant Inspector - Bridge Inspection	\$24.00 - \$38.00	\$74.00 - \$114.00
Report Technician - Bridge Inspection	\$22.00 - \$27.00	\$68.00 - \$81.00
Diver - Bridge Inspection	\$35.00 - \$56.00	\$107.00 - \$170.00
Senior Technician	\$35.00 - \$40.00	\$107.00 - \$122.00
Technician	\$25.00 - \$32.00	\$76.00 - \$95.00
Admin/Clerical	\$21.00 - \$23.00	\$65.00 - \$70.00
CEI Project Administrator	\$65.00 - \$74.00	\$197.00 - \$225.00
CEI Engineer	\$74.00 - \$74.00	\$224.00 - \$225.00
CEI Senior Inspector/Technician	\$28.00 - \$57.00	\$85.00 - \$173.00
CEI Inspector/Technician	\$21.00 - \$34.00	\$63.00 - \$104.00
Emergency Management	\$57.00 - \$92.00	\$174.00 - \$279.00
Planner	\$64.00 - \$65.00	\$197.00 - \$198.00
Grant Writing	\$50.00 - \$51.00	\$153.00 - \$154.00



CONSOR

RFP: 22-242

Labor Multiplication Calculation:	
Direct Labor	1.00000
Payroll Burden/Fringe Benefits	0.00075
Overhead/General/Admin	<u>1.70580</u>
Subtotal	2.70655
Profit (12%)	<u>0.32479</u>
TOTAL MULTIPLIER	3.0400

Fran McAskill
Director
Procurement Division



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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. **Reproduction Cost**

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy		\$10.00/page
2. **Subcontractor Services (No markup permitted)** Actual Costs
3. **Special Consultants (No markup permitted)** Actual costs
4. **Computer Services** Non-reimbursable
5. **Travel Expenses** In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
6. **Postage, Fed Express, UPS** Actual Costs
7. **Pre-approved Equipment**
(includes purchase and rental of equipment used in project) Actual Costs