



Consultant Services Authorization

Firm	Rummel, Klepper, and Kahl, LLP
Master Agreement No.	2024-017
CSA No.	2024-017-01
Project Name	FDC Grove Road Reclaimed Water Main Loop
Project Description	Consultant will provide professional services including project management, support, preliminary design, final design, permitting, bid, and construction phase services in support of the project.
Projects Exhibits and Attachments	Exhibit "A"- Scope of Services Exhibit "B"-Fee Schedule (Master Agreement) Exhibit "C"-Reimbursable Cost Schedule (if applicable) Exhibit "D"-Insurance Documents
Duration (in days)	This authorization shall be in full force and effect until the Consultant completes all services as identified in Exhibit "A".
Compensation	\$ 213,750.00
Special Contract Conditions	NA
Insurance Requirements	Professional Liability
Liquidated Damages	\$ 0.00 Per Day
Budget Source/Availability	42113.680536150.5666000.6802040 (FDC Grove Rd RWM Loop)

IN WITNESS WHEREOF, the parties hereto have executed this CSA on this ~~02~~⁰⁴ day of ~~November~~^{November}, 20~~24~~²⁴.

Attest:
STACY M. BUTTERFIELD

POLK COUNTY, a Political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

Date Approved by Board: _____

Review as to form and legal sufficiency

County Attorney's Office Date _____

Attest:

Administrative Assistant

Rummel, Klepper & Kahl, LLP
CONSULTANT COMPANY NAME

Authorized ~~Corporate Officer~~ Signature
Nathan C. Atkinson, PE, Partner
[Printed Name and Title]

SEAL

Date: November 04, 2024

Date: November 04, 2024

Goldstein, Ari

From: Phillips, Eric
Sent: Wednesday, December 18, 2024 8:45 AM
To: Goldstein, Ari
Subject: FW: Consultant Selection Justification Form RKK 2024-017-01

Consent from RK&K per our discussion.

EWP

Eric W Phillips
863-298-4174 (O)
863-559-7372 (C)

From: Brad McMahan <bmcmahan@rkk.com>
Sent: Wednesday, December 18, 2024 7:44 AM
To: Phillips, Eric <EricPhillips@polk-county.net>
Cc: Bengsch, Ryan <RyanBensch@polk-county.net>; Goldstein, Ari <AriGoldstein@polk-county.net>; Norsworthy, Thomas <ThomasNorsworthy@polk-county.net>
Subject: [EXTERNAL]: RE: Consultant Selection Justification Form RKK 2024-017-01

Hello Eric,

I kindly request County staff to strikethrough the incorrectly entered date and replace it with the appropriate BoCC approved date. Moving forward, I will ensure that only the Consultant's portion of the CSA is completed. Please let me know if RK&K needs to take any further action to address this matter. I appreciate the opportunity and we look forward to collaborating with the County on this project.

Sincerely,

BRAD MCMAHEN, PE
Water/Wastewater Practice Leader



3505 Lake Lynda Drive, Suite 207
Orlando, FL 32817

407.446.4890 P
www.rkk.com

Responsive People | Creative Solutions

From: Phillips, Eric <EricPhillips@polk-county.net>
Sent: Wednesday, December 18, 2024 7:24 AM
To: Brad McMahan <bmcmahan@rkk.com>
Cc: Bengsch, Ryan <RyanBensch@polk-county.net>; Goldstein, Ari <AriGoldstein@polk-county.net>; Norsworthy, Thomas <ThomasNorsworthy@polk-county.net>
Subject: FW: Consultant Selection Justification Form RKK 2024-017-01
Importance: High

EXTERNAL EMAIL: Do not click links or open attachments unless you trust the 'Sender' and know the content is safe.

Brad,

Please see below comment from Procurement and attached. The date of execution was errantly filled out by RK&K. Please provide written consent (response via email) for County staff to strike-through the date entered by RK&K to be replaced with the actual BoCC approval date. For future reference, please only complete the Consultant's portion of the CSA form below the horizontal line. We look forward to your response.

Tom,

Please confirm that this an acceptable approach without requiring replacement signature pages.

Feel free to contact me directly with any questions.

Very Respectfully,

Eric W. Phillips

Utilities Analyst

1011 Jim Keene Blvd., SR540

Winter Haven, FL33880

(863) 298-4174 (O)

(863) 559-7372 (C)

(863) 298-4155 (F)



From: Goldstein, Ari <AriGoldstein@polk-county.net>

Sent: Tuesday, December 17, 2024 4:45 PM

To: Phillips, Eric <EricPhillips@polk-county.net>

Cc: Bengsch, Ryan <RyanBensch@polk-county.net>

Subject: RE: Consultant Selection Justification Form RKK 2024-017-01

Eric,

We will need 2 new signature pages (page 1 of CSA) since the date of execution was filled out when RK&K signed it. That needs to remain blank since the actual execution date is when the Board approves the CSA. Once we have the new CSA form signed, I can move it to the County Attorney's office for signature.

Thank you,



Ari Goldstein, CPP

Senior Procurement Analyst
Procurement Division
Polk County Board of County Commissioners
330 W. Church Street, PO Box 9005, Drawer AS05
Bartow, FL 33831-9005
DESK: 863.534.6415
FAX: 863.534.6789
arigoldstein@polk-county.net

From: Phillips, Eric <EricPhillips@polk-county.net>
Sent: Tuesday, December 17, 2024 8:45 AM
To: Goldstein, Ari <AriGoldstein@polk-county.net>
Cc: Bengsch, Ryan <RyanBensch@polk-county.net>
Subject: Consultant Selection Justification Form RKK 2024-017-01

Ari,

The attached is provided per your request in attempt to match the guidance and preferences of the Procurement Division.
Thanks.

Eric W. Phillips
Utilities Analyst
1011 Jim Keene Blvd., SR540
Winter Haven, FL33880
(863) 298-4174 (O)
(863) 559-7372 (C)
(863) 298-4155 (F)



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Rummel, Klepper and Kahl, LLP ensures nondiscrimination in all programs and activities in accordance with Title VI of the Civil Rights Act of 1964. RK&K does not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors. We also note that RK&K will ensure minorities will be afforded full opportunity to submit proposals and not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Rummel, Klepper and Kahl, LLP is an equal opportunity employer that values diversity at all levels. If you need more information or special assistance for persons with disabilities or limited English proficiency, contact our Human Resources office at (410) 728-2900 for further assistance.

Phillips, Eric

From: Norsworthy, Thomas
Sent: Wednesday, December 18, 2024 9:27 AM
To: Phillips, Eric
Cc: Bengsch, Ryan; Goldstein, Ari
Subject: RE: Consultant Selection Justification Form RKK 2024-017-01

Hi Eric – yes, if Brad McMahan represents he is authorized to confirm the change on behalf of RK&K. When the Chair signs he should also initial next to the date strike-thru change. – Tom

From: Phillips, Eric <EricPhillips@polk-county.net>
Sent: Wednesday, December 18, 2024 7:24 AM
To: Brad McMahan <bmcmahen@rkk.com>
Cc: Bengsch, Ryan <RyanBengsch@polk-county.net>; Goldstein, Ari <AriGoldstein@polk-county.net>; Norsworthy, Thomas <ThomasNorsworthy@polk-county.net>
Subject: FW: Consultant Selection Justification Form RKK 2024-017-01
Importance: High

Brad,

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Tom,

Please confirm that this an acceptable approach without requiring replacement signature pages.

Feel free to contact me directly with any questions.

Very Respectfully,

Eric W. Phillips

Utilities Analyst
1011 Jim Keene Blvd., SR540
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From: Goldstein, Ari <AriGoldstein@polk-county.net>
Sent: Tuesday, December 17, 2024 4:45 PM
To: Phillips, Eric <EricPhillips@polk-county.net>

Exhibit "A"
Scope of Services

Exhibit A
Consultant Services Authorization
2024-017-01
FDC Grove Rd RWM Loop

Rummel, Klepper & Kahl, LLP (Consultant) entered into a Master Consulting Agreement (Agreement) with Polk County, Florida (County) on January 9, 2024. Pursuant to this Agreement, the County has requested that the Consultant provide certain professional services in support of FDC Grove Rd Reclaimed Water Main (RWM) Loop (Project) as further detailed in this Consultant Services Authorization.

A. Project Background and Description

The County has requested that the Consultant provide engineering services for the Project, which involves constructing approximately 6,400 linear feet (LF) of 12-inch RWM. This RWM is intended to enhance hydraulic performance and improve the reliability of the area's public access reclaimed water distribution system by creating redundancy and a loop for the existing smaller-diameter piping. The work elements will include:

1. Connection of new 12-inch RWM to an existing 24-inch RWM, located at the Northeast Regional Wastewater Treatment Facility (WWTF).
2. Extend new RWM south approximately 750 LF and then west approximately 750 LF inside and along the perimeter fencing of the WWTF site.
3. Directional drill new RWM approximately 1,600 LF south within the existing County ROW passing under Home Run Blvd.
4. Open cut new RWM approximately 3,100 LF east, within the existing County ROW, passing under Jacqueline Dr., FDC Grove Rd, and terminating just east of High Point Dr.
5. The new 12-inch RWM (approximately 200 LF) will connect to two (2) existing 6-inch RWMs just west of FDC Grove Rd and just east of High Point Dr.

The Consultant will provide design, permitting, bidding, and construction administration services for the Project which is generally depicted in the graphic included as Attachment A-3.

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 the Consultant Services Authorization 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.

Consultant will provide the following services, extending throughout the duration of the project:

- Coordinate the activities and communications of the Consultant's staff and subconsultants with those of the County.
- Develop and maintain the project design schedule.
- Develop monthly invoices.
- Review and internally log and file project correspondence.
- Initiate and execute the Quality Control process.

Task 102 – Kick-off Meeting and Review Meetings

The Consultant will attend one kickoff meeting and three (3) design review meetings with the County. The Consultant will specifically attend the following meetings:

- Kickoff meeting
- 30% design review
- 60% design review
- 90% design review
- 100% design review

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.

Phase 200 – Support Services

Task 201 – Subsurface Utility Engineering

This task consists of Subsurface Utility Engineering (SUE) that will be provided in accordance with the scope of services set forth in the October 03, 2024, proposal prepared by ECHO UES, Inc., which is included as Attachment A-4.

Task 202 – Land Surveying Services

Land surveying services will be provided in accordance with the scope of services set forth in the October 03, 2024, proposal prepared by ECHO UES, Inc., which is included as Attachment A-4.

Task 203 – Wetland Assessment / Delineation Services

There are no wetland assessment or delineation services anticipated or proposed for the Project.

Task 204 – Threatened and Endangered Species

There are no Threatened and Endangered Species investigations or studies anticipated or proposed for the Project.

Task 205 – Geotechnical Engineering Services

Geotechnical Engineering Services will be provided in accordance with the scope of services set forth in the September 24, 2024, proposal prepared by Madrid Engineering Group, Inc. which is included as Attachment A-5.

Phase 300 – Preliminary Design

Task 301 – Data Collection / Site Visits

The Consultant will conduct a site visit to evaluate the proposed RWM alignment to identify any potential conflicts prior to the survey effort outlined in Tasks 201 and 202.

The site visit will include on-site evaluation of general logistics, design constraints, and specific

requirements as applicable to HDD or Cofferdam Open-Cut construction methods.

The Consultant will provide HDD calculations to determine the feasibility of HDD and/or the required drill depths or special requirements.

The County will provide the Consultant with RWM as-built drawings illustrating the location of the connection points for the existing 24-inch and two (2) 6-inch RWMs.

Task 302 – Basis of Design Report or Preliminary Design Report

The County provided the pipe diameter and material specifications for the Project. A Basis of Design Report, Preliminary Design Report, or hydraulic evaluations are not proposed for the Project.

Phase 400 – Final Design Documents

Task 401 – 30% Design Documents

The Consultant will prepare and submit 30% 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;

The 30% design documents will be prepared to verify the proposed RWM alignment. The plan set will include a preliminary table of contents for the sheet set and a preliminary set of technical specifications.

Task 402 – 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 three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

The 60% drawings will identify and quantify all permanent and temporary easements that will be required to support construction, operation, and maintenance of the improvements. Additionally,

the Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation.

Task 403 – 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 three (3) bound copies 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.

Task 404 – 100% Design Documents

The Consultant will prepare and submit 100% 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 90% 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 three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a final 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 90% design, the Consultant shall provide the rationale for the difference in cost.

Phase 500 – 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 will be paid by the County.

The Consultant anticipates the Project to include the following permits:

- Right of Way Utilization Permit (Polk County Transportation)
- Stormwater Pollution Prevention Plan (Florida Department of Environmental Protection)

The scope for each required permit shall include at a minimum the following services:

- Attend one pre-application meeting (as required).
- Prepare and submit permit application (including all required forms and supporting documentation).
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.
- Attend one Planning Commission Meeting / Board of County Commissioners Meeting / Development Review Committee Meeting (Polk County Growth Management applications).

Phase 600 – Bid Phase Services

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

Task 601 – Bid Documents

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

- 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 602 – Pre-bid Meeting

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

Task 603 – Bid Addenda

The Consultant shall prepare bid addenda as required to address / respond to questions and comments submitted to the County by prospective bidders.

Task 604 – Bid Recommendation

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

Phase 700 – Construction Administration Services

These services will be performed during construction of the Project. For the purpose of this Consultant Services Authorization 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 (unless meeting agenda / minutes are included in contractor's scope).

Task 702 – Preliminary Matters and Contract Documents

The Consultant shall provide three (3) sets of 24" x 36" 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 Progress Meetings

Attend eight (8) construction progress meetings and prepare a meeting agenda and meeting summary (unless meeting agenda / minutes are included in contractor's scope).

Task 705 – 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. At a minimum, the Engineer of Record will conduct eight (8) site visits during the construction of the Project.

Task 706 – 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 707 – 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 708 – 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 709 – 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 710 – 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.

C. Deliverables

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

Task	Activity	Deliverable
102	Meetings	Meeting agenda and minutes

Task	Activity	Deliverable
201-205	Support Services	Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
301-302	Preliminary Design	Three (3) hard copies (one signed / sealed) and one (1) electronic copy
401-404	Final Design Documents	30%, 60%, 90%, 100%: three (3) 11" x 17" design drawings; three (3) copies of technical specifications; one (1) electronic copy of each and one (1) copy of the Engineers Opinion of Probable Construction Cost
500	Permitting Services	Permit applications, supporting documentation, construction/approved permits
601	Bid Documents	One (1) 24" x 36" 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
602	Pre-bid Meeting	Meeting agenda and minutes
603	Bid Addenda	Responses to bidders' questions / comments
604	Bid Recommendation	Recommendation of award
701	Pre-Construction Meeting	Meeting agenda and minutes
702	Contract Documents	Three (3) sets of 24" x 36" conformed construction drawings and technical specifications; written interpretations, clarifications, opinions
704	Progress Meetings	Meeting agenda and minutes
706	Pay Applications	Written comments on payment applications, as applicable

Task	Activity	Deliverable
707	Requests for Information	Written responses to contractors' Requests For Information
708	Change Orders	Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases
709	Substantial Completion	Certificate of Substantial Completion (with punch list)

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Consultant Services Authorization 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 Consultant Services Authorization establishes a not-to-exceed cost of \$213,750. Compensation for the services performed under this Consultant Services Authorization shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Master Consulting Agreement 2024-017. Other direct costs or expenses incurred in connection with this Consultant Services Authorization will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the Master Consulting Agreement referenced above. 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 not-to-exceed cost for this Consultant Services Authorization includes contingency funds in the amount of \$15,000.00. The contingency funds authorized for use on this Consultant Services Authorization may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

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 (as applicable), 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 Consultant Services Authorization 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:

Readily available as-built drawings illustrating the point of connection where the new 12-inch RWM will tie into the existing 24-inch RWM and the two (2) 6-inch RWMs.

G. Services Not Included - NA

H. Assumptions

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

The County will pay all permitting fees.

Attachments:

- Attachment A-1 – Project Schedule
- Attachment A-2 – Estimated Not-to Exceed Budget
- Attachment A-3 – Proposed RWM Alignment
- Attachment A-4 – Survey/SUE Services Proposal
- Attachment A-5 – Geotechnical Services Proposal

The remainder of this page is intentionally left blank.

Attachment A-1
Project Schedule



Attachment A-1
 Polk County Utilities
 FDC Grove Road RWM Loop
 Project Schedule

ID	Task Name	Duration	Start	Finish	Jan '25	Feb '25	Mar '25	Apr '25	May '25	Jun '25	Jul '25	Aug '25	Sep '25	Oct '25	Nov '25	Dec '25	Jan '26	Feb '26	Mar '26	Apr '26	May '26	Jun '26	Jul '26				
1	Phase 100 - Project Management	395 days	Mon 1/6/25	Fri 7/10/26																							
2	Phase 200 - Support Services	45 days	Mon 1/6/25	Fri 3/7/25																							
3	Phase 300 - Preliminary Design	21 days	Mon 3/10/25	Mon 4/7/25																							
4	Phase 400 - Final Design Documents	114 days	Tue 4/8/25	Fri 9/12/25																							
5	Phase 500 - Permitting Services	45 days	Mon 6/16/25	Fri 8/15/25																							
6	Phase 600 - Bid Phase Services	6 days	Mon 10/13/25	Mon 10/20/25																							
7	Phase 700 - Construction Administrative Serv.	150 days	Mon 12/15/25	Fri 7/10/26																							

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks

Deadline Progress Manual Progress

Attachment A-2

Estimated Not-to Exceed Budget

ATTACHMENT A-2

**Polk County Utilities - FDC Grove Rd RWM Loop
Estimated Not-to-Exceed Budget**

		Labor Hours						Total Hours	Total Budget
	Project Delivery Leader	Project Engineer III	Engineer II	Project Designer II	Admin Asst.	Field Engineer II			
Rate, \$/Hr	\$250.00	\$190.00	\$120.00	\$120.00	\$80.00	\$110.00			
Phase 100	Project Management						56	\$8,800	
	Coordination		12				12	\$2,280	
	Schedule and Invoices		4			4	8	\$1,080	
	Document Control					12	12	\$960	
	Meetings (2)		8	8			16	\$2,480	
	QA/QC	8					8	\$2,000	
Phase 200	Support Services							\$59,535	
	Topographic Survey/Sue							\$48,700	
	Geotechnical Investigation							\$10,835	
Phase 300	Preliminary Design						22	\$3,060	
	Field Visit to Evaluate Alignments & Utilities		4	8			12	\$1,720	
	Engineering Evaluations								
	<i>HDD Calculations</i>		2	8			10	\$1,340	
Phase 400	Final Design Documents						408	\$50,435	
	Drawings								
	<i>Cover, Notes, Legend and Abbreviations</i>			2	2		4	\$480	
	<i>SWPPP</i>			2	2		4	\$480	
	<i>Overall Site Plan and Key Map</i>			4	8		12	\$1,440	
	<i>Proposed RWM Plans</i>		12	45	240		297	\$36,480	
	<i>Standard Detail Sheets</i>		1	1	2		4	\$550	
	<i>Maintenance of Traffic</i>		1	10	20		31	\$3,790	
	Technical Specifications		4	4			8	\$1,240	
	Review Submittals								
	<i>30%</i>		1	2	2	2	7	\$830	
	<i>60%</i>		1	2	2	2	7	\$830	
	<i>90%</i>		1	2	2	2	7	\$830	
	<i>100%</i>		0.5	1	2	2	5.5	\$615	
	Opinions of Probable Cost								
	<i>60%</i>		2	6			8	\$1,100	
	<i>90%</i>		2	6			8	\$1,100	
	<i>100%</i>		1	4			5	\$670	
Phase 500	Permitting Services						26	\$3,300	
	Polk County ROW		1	4	2	2	9	\$1,070	
	Respond to Comments		1	2		1	4	\$510	
	FDEP SWPPP		2	4		2	8	\$1,020	
	Respond to Comments		2	2		1	5	\$700	
Phase 600	Bid Phase Services						49	\$6,270	
	Bid Documents		2	2	4		8	\$1,100	
	Prebid Meeting		4	12		2	18	\$2,360	
	Addenda		2	4	4	2	12	\$1,500	
	Bid Recommendation		1	8		2	11	\$1,310	
Subtotal - Design, Permitting and Bidding								\$131,400	
Phase 700	Construction Administrative Services						545	\$67,350	
	Preconstruction Meeting		4	4		4	12	\$1,680	
	Contract Documents		12	44		32	88	\$10,120	
	Shop Drawing Review		8	24		32	64	\$6,960	
	Schedule Reviews (8)		4	4		12	20	\$2,560	
	Progress Meetings (8)		4	4		32	40	\$4,760	
	Site Visits (8)		4	8		32	44	\$5,240	
	RFIs (10)		8	20		8	36	\$4,560	
	Change Orders (2)		4	8		2	14	\$1,880	
	Pay Applications (7)		4	8		24	36	\$4,360	
	Review Test Reports		1	2		2	5	\$650	
	Certifications		1	8	4	4	17	\$1,950	
	Substantial Completion walkthrough/punchlist		4			24	28	\$3,400	
	Project Close-out		4	4		4	12	\$1,680	
	Record Drawings		1	4	20		25	\$3,070	
	General Construction Management (30 wks)		40	32		16	104	\$14,480	
Subtotal - Construction Management								\$67,350	

Subtotal	\$198,750
Contingency	\$15,000
Grand Total	<u>\$213,750</u>

Attachment A-3
Proposed RWM Alignment



Existing 24-inch RWM

Proposed 12-inch RWM

Connect to existing 24-inch RWM

North Extent of Directional Drill

Directional Drill (section)

South Extent of Directional Drill

Proposed 12-inch RWM

Connect to existing 6-inch RWM

1000 F



Google Earth

Image © 2024 Airbus

Attachment A-4
Survey/SUE Services Proposal

October 3, 2024

Brad McMahan, PE
RK&K
3505 Lake Lynda Drive, Suite 207
Orlando, Florida 32817

PROPOSAL FOR PROFESSIONAL SURVEY and SUBSURFACE UTILITY ENGINEERING SERVICES

Project: FDC Grove Road Reclaimed Water Main, Polk County, FL

Dear Mr. McMahan:

At ECHO UES, Inc. (ECHO), we value your consideration and appreciate the opportunity to provide this technical proposal for professional services in support of your project. This technical proposal, which includes an economical offer and schedule, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project consists of engineering services for designing and constructing a new reclaimed water main in Polk County. ECHO has been requested to provide topographic survey and subsurface utility engineering services in support of this project and as further described below.

SCOPE OF SERVICES

Topographic Survey

Project Limits: ECHO's topographic survey services will be performed within a well-defined area, as shown in the provided exhibits. Specifically, the survey shall extend 50' in each direction from the proposed reclaimed water main centerline.

Additional activities to be provided as part of the topographic survey services include:

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A

note will be included on the survey for any structures that are not able to be detailed noting the cause.

- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- The collection of the existing buildings (if any within the project limits) will be limited to the perimeter of the structure noting the type of building.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent R/W and parcel lines within and adjacent to the project limits. The lines will be shown as calculated based on field monumentation but will not result in a boundary survey.
- Research existing R/W maps and deeds for parcels along the corridor and draw any easements that are found. **Note that ECHO is limited to the information readily available on the Polk County Property Appraiser's and Clerk's website and no guarantee is made that all easements will be found.**
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).
- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.

Subsurface Utility Engineering (SUE) Services

Project Limits: the limits of SUE (designating/QL B) will be the same as the topographic survey.

Quality Level B SUE (Designating): Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g., GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will identify utilities within the project limits and identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint etc.) and showing the approximate position of the identified utilities, surveyed and included in the topographic survey file.

Quality Level A SUE (Locating): ECHO will attempt to expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location at up to eight (8) locations as specified by the Client. At the completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Digital survey in AutoCAD format
- Digital survey in PDF format
- Three (3) signed and sealed hard copies of the survey (24"x36")

Notes and Limitations:

1. The client shall facilitate access to the site and provide any relevant project information.
2. The site must be clear of obstacles impeding access to any portion of the project limits.
3. Standard work hours are 7:00 a.m. to 4:00 p.m., Monday through Friday; additional charges may occur (following discussion with the Client) for weekend or nighttime work.
4. ECHO will not work on any site known to be contaminated with hazardous or harmful substances.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have a usual depth of up to eight (8) ft. from the ground surface and a diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g., use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g., lump sum, time and materials, etc.), such estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's fieldwork performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions, and the surrounding environment may all adversely impact the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 before any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP).

Fee: ECHO's competitive offer, which includes all field, office, materials, supplies, and equipment costs, is \$48,720.00 (lump sum).

Additional Services

1. This proposal does not include title search/ownership and encumbrance reports for parcels along the corridor. If needed, these services can be provided for \$1200.00 per parcel. This fee includes the preparation of the title search (prepared by others) and the review and drawing of any easements discovered in the survey file.
2. This proposal does not include the preparation of legal descriptions and sketches. These services can be provided for \$1,500.00 per parcel. This fee includes the preparation of the sketch and description and up to 5 signed and sealed hard copies or one certified PDF.

Acceptance: We will honor this proposal for 60 days. If accepted, please return it to us together with a professional services agreement/task work order authorization and official Notice to Proceed.

At ECHO UES, Inc., we believe in collaboration and communication with our clients and are driven to understand their needs and provide time-efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance the Engineering, Design, Construction, and Maintenance of infrastructure.

Thank you for considering ECHO for this important project. Please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,

ECHO UES, Inc.

A handwritten signature in blue ink, appearing to read "Mike Patterson". The signature is fluid and cursive, with a large initial "M" and a long, sweeping underline.

Mike Patterson, PSM
Vice President

Project Limits



Attachment A-5
Geotechnical Services Proposal



September 24, 2024

Mr. Brad McMahan, P.E.

RK&K

3505 Lake Lynda Drive, Suite 207

Orlando, FL 32817

**Re: Proposal for Geotechnical Engineering Services
FDC Grove Road Reclaimed Water Main (RWM)
Davenport, Polk County, Florida
Madrid Proposal No. 15706**

Dear Mr. McMahan,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for the proposed commercial development in Davenport, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

Project Understanding

Madrid understands that the proposed commercial development will consist of the installation of approximately 6,500 linear feet, including 1,600 linear feet of directional drilling, of 12-inch diameter PVC reclaimed water main pipeline.

Based on our review of the provided information, it appears that proposed boring locations are accessible to our truck or track mounted drilling equipment. Therefore, we have budgeted no time or mechanical equipment costs for clearing or difficult access. We will advise you of any potential difficulty accessing the boring locations, should it prove necessary, prior to incurring any additional expense.

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

AT THE READY

2030 State Road 60 East, Bartow, FL 33830

P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



Scope of Services:

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

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

Field Exploration

Based on the provided information, we propose to perform the following services:

- Site reconnaissance and stake borings.
- Utility locates via Sunshine One Call (required 3 days prior to the field work).
- Mobilization to the site.
- Four (4) 20-foot-deep and nine (9) 10-foot-deep Standard Penetration Tests (SPT) borings (approximately 1 boring per 500 linear feet) along the proposed pipeline alignment. It should be noted that boring depths are preliminary and may vary based on actual field conditions encountered.

Engineering Analyses and Report

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

The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Bedding recommendations for the proposed pipeline, as well as general recommendations for potential Jack & Bore/HDD activities.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable fill materials will be provided.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.



- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.

Fee & Schedule

<u>TASK 1: FIELD SERVICES</u>	QUANTITY	RATE	UNIT	COST
DRILL RIG & WATER TRUCK MOBILIZATION	1	\$ 660.00	/LS	\$ 660.00
SPT BORINGS (0-50')	170	\$ 16.00	/LF	\$ 2,720.00
BOREHOLE GROUT/BACKFILL (0-50')	170	\$ 6.50	/LF	\$ 1,105.00
SITE RECON/STAKE BORINGS (FIELD TECH)	1	\$ 560.00	/LS	\$ 560.00
FUEL AND MATERIALS SURCHARGE @ 8%	1	\$ 404.00	/LS	\$ 404.00
Proposed Budget for Field Services				\$ 5,449.00
<u>TASK 2: LABORATORY TESTING OF SOILS</u>				
VISUAL CLASSIFICATION/ BORING LOGS (LAB TECH)	6	\$ 65.00	/HR	\$ 390.00
ORGANIC CONTENT	4	\$ 48.00	/EA	\$ 192.00
ATTERBERG LIMITS	2	\$ 132.00	/EA	\$ 264.00
MINUS 200 SIEVE PERCENT	20	\$ 50.00	/EA	\$ 1,000.00
MOISTURE CONTENT	20	\$ 18.00	/EA	\$ 360.00
Proposed Budget for Laboratory Testing				\$ 2,206.00
<u>TASK 3: PROFESSIONAL SERVICES AND REPORT</u>				
LUMP SUM	1	\$ 3,180.00	/LS	\$ 3,180.00
Proposed Budget for Professional Services				\$ 3,180.00
TOTAL PROPOSED BUDGET				\$ 10,835.00

The proposal assumes site access with standard two-wheel drive equipment and no clearing, MOT or permits are required to complete the fieldwork. Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 weeks after receiving the authorization to proceed and field services will take 2 days to complete. The final report summarizing our findings will be complete approximately 2 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid proposal number 15706 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.



Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date





Madrid CPWG STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

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

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

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

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the



Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

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

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

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

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

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

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a



custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

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

(14) Construction Phase Services.

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

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

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

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

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

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

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

Exhibit “B”

Fee Schedule

Exhibit B

RK&K

FEE SCHEDULE

November 2023

	<u>Range of Direct Labor Rates</u>			<u>Range of Hourly Billing Rates</u>		
Inspector	\$24.83	-	\$27.31	\$69.67	-	\$76.63
Field Engineer I	\$34.00	-	\$37.40	\$95.40	-	\$104.94
Field Engineer II	\$37.50	-	\$41.25	\$105.22	-	\$115.74
Engineer I	\$38.50	-	\$42.35	\$108.02	-	\$118.83
Engineer II	\$40.47	-	\$44.52	\$113.55	-	\$124.91
Project Designer I	\$43.02	-	\$47.32	\$120.71	-	\$132.78
Project Designer II	\$43.35	-	\$47.69	\$121.63	-	\$133.79
Project Designer III	\$43.50	-	\$47.85	\$122.05	-	\$134.26
Project Engineer I	\$58.55	-	\$64.41	\$164.28	-	\$180.71
Project Engineer II	\$61.20	-	\$67.32	\$171.71	-	\$188.89
Project Engineer III	\$63.11	-	\$69.42	\$177.07	-	\$194.78
Senior Construction Project Engineer	\$70.67	-	\$77.74	\$198.29	-	\$218.11
Construction Manager	\$60.47	-	\$66.52	\$169.67	-	\$186.63
Project GIS Analyst III	\$48.42	-	\$53.26	\$135.86	-	\$149.44
Environmental Scientist II	\$34.95	-	\$38.45	\$98.06	-	\$107.87
Administrative Assistant	\$27.52	-	\$30.27	\$77.22	-	\$84.94
Senior Administrative Assistant	\$30.07	-	\$33.08	\$84.37	-	\$92.81
Technical Manager	\$75.26	-	\$82.79	\$211.16	-	\$232.28
Practice Development Leader	\$80.28	-	\$88.31	\$225.25	-	\$247.77
Project Delivery Leader	\$87.37	-	\$96.11	\$245.14	-	\$269.66

LABOR MULTIPLIER**November 2023**

Direct Labor	1.00
Payroll Burden / Fringe Benefits	0.37
Overhead / General Administrative	1.13
Direct Expenses	0.05
Subtotal	<u>2.55</u>
Profit (10%)	<u>0.26</u>
TOTAL MULTIPLIER	<u>2.81</u>

Exhibit “C”

NA

Exhibit "D"
Insurance Documents



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Rummel, Klepper & Kahl, LLP 700 East Pratt Street Suite 500 Baltimore, MD 21202-4919	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:
 Automobile Liability, Workers Compensation and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.