MASTER CONSULTANT AGREEMENT
#06-139
AMENDMENT #7

This Amendment #7 is hereby entered into as of the Effective Date (hereinafter defined) by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as the "COUNTY" and HNTB Corporation, a Delaware corporation whose regional office is located at 201 N. Franklin Street, Suite 550, One Tampa City Center, Tampa, Florida 33602, hereinafter referred to as The "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated September 13, 2006, as subsequently amended (collectively, the "Agreement") for the purpose of providing professional services in connection with a wide range of technical, engineering and architectural services to assist bringing to completion transportation projects in the County's work program and to support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment Areas (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the original term of the Agreement was for a three (3) year period; and

WHEREAS, pursuant to Section 1.3 of the Agreement, the COUNTY has the option of extending the Agreement for seven (7) one (1) year terms; and

WHEREAS, the County has extended the Agreement for five (5) one (1) year terms previously and;

WHEREAS, the parties mutually agree to extend the Agreement for the sixth (6) one (1) year term.

NOW, THEREFORE, the COUNTY and the CONSULTANT hereby agree to the following:

1. The term of the Agreement is extended for a one year period commencing on September 12, 2014 (the "Effective Date") continuing through September 11, 2015. This term extension is the sixth of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.
2. The Agreement, as amended by this Amendment #7, continues in full force and effect.

THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

ATTEST:
STACT BUTTERFIELD, CLERK

BY: Kim Hancock
DEPUTY CLERK

POLK COUNTY, a political subdivision of the State of Florida

BY: _____
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Reviewed as to form and legal sufficiency

Sandra B. Howard 8/22/14
County Attorney's Office Date

DATE SIGNED BY CHAIRMAN 9.16.14
R.51

ATTEST:

Craig W. Denson
Corporate Secretary

Craig W. Denson
Print Name

Date: 8/22/2014

HNTB Corporation, a Delaware corporation

By: James E. Drapp

James E. Drapp
Print Name

Vice President
Title

Date: 9/1/2014

MASTER CONSULTANT AGREEMENT
#06-139
AMENDMENT #6

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation whose regional office is located at 201 N. Franklin Street, Suite 550, One Tampa City Center, Tampa, Florida 33602, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated September 13, 2006, as subsequently amended (collectively, the "Agreement") for the purpose of providing professional services in connection with a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the original term of this Agreement shall be for a three (3) year period, and

WHEREAS, the County shall have the option of extending the Agreement for seven (7) one (1) year terms, and

WHEREAS, the County has extended the Agreement for three (3) one (1) year terms previously and;

WHEREAS, the parties mutually agree to extend the Agreement for the fourth one (1) year term, and

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree to the following:

1. The term of the Agreement is extended for a one year period commencing on September 12, 2012 and continuing through September 11, 2013. This term extension is the fourth of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.

2. The Agreement, as amended by this Amendment #6, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

ATTEST:
RICHARD M. WEISS, CLERK

BY: Erin Valle
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: Sam Johnson
SAM JOHNSON, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
Q.37 8/21/12

DATE SIGNED BY CHAIRMAN 8/21/12

Reviewed as to form and legal sufficiency

Thomas Nasworthy 7/11/12
County Attorney's Office Date

ATTEST:

Craig W. Denson
Corporate Secretary

Craig W. Denson
Print Name

Date: 7/5/2012

HNTB Corporation,
a Delaware corporation

By: James E. Drapp

James L. Drapp
Print Name

Vice President
Title

Date: 7/2/2012

MASTER CONSULTANT AGREEMENT
#06-139
AMENDMENT #5

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated September 13, 2006, as subsequently amended (collectively, the "Agreement") for the purpose of providing professional services in connection with a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the original term of this Agreement shall be for a three (3) year period, and

WHEREAS, the County shall have the option of extending the Agreement for seven (7) one (1) year terms, and

WHEREAS, the County has extended the Agreement for two (2) one (1) year terms previously and;

WHEREAS, the parties mutually agree to extend the Agreement for the third one (1) year term, and

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree to the following:

1. The term of the Agreement is extended for a one year period commencing on September 12, 2011 and continuing through September 11, 2012. This term extension is the third of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

ATTEST:
RICHARD M. WEISS, CLERK

BY: Freda L. Wade
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: Edwin D. Smith
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 9/13/11

Reviewed as to form and legal sufficiency

Glenn Donnelly 8/31/11
County Attorney's Office Date

ATTEST:

Craig W. Denson
Corporate Secretary

Craig W. Denson
Print Name

Date: Aug. 22, 2011

HNTB Corporation,
a Delaware corporation

By: James E. Dapp

James E. Drapp
Print Name

Vice President
Title

Date: 8/19/2011

MASTER CONSULTANT AGREEMENT
#06-139
AMENDMENT #4

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated September 13, 2006, as subsequently amended (collectively, the "Agreement") for the purpose of providing professional services in connection with a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the original term of this Agreement shall be for a three (3) year period, and

WHEREAS, the County shall have the option of extending the Agreement for seven (7) one (1) year terms, and

WHEREAS, the County has extended the Agreement for one (1) one (1) year term previously and;

WHEREAS, the parties mutually agree to extend the Agreement for the second one (1) year term, and

WHEREAS, the County has determined that Section 4.4 of the Agreement regarding Umbrella (Excess) Liability Insurance requires clarification as to the type of policy that must be obtained; and

WHEREAS, Section 4.5 of the Agreement regarding Professional Liability insurance states that the County may require a higher level of insurance coverage for the Contractor; and

WHEREAS, the County has determined that the current minimum acceptable amount of Professional Liability insurance coverage is the sum of $2,000,000.00;

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree to the following:

1. The term of the Agreement is extended for a one year period commencing on September 12, 2010 and continuing through September 11, 2011. This term extension is the second of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.

2. Section 4.4, Umbrella (Excess) Liability Insurance, of the Agreement is amended and restated in its entirety, as follows, to delete reference to Umbrella Liability coverage and to add the sentences presented in bold type:

> Section 4.4 Excess Liability Insurance. Excess Liability coverage with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations. **The policy shall be an "occurrence" type policy, and shall follow the form of the General and Automobile Liability. The Excess Liability insurance shall be primary as to any other valid and collectable insurance which may be available to the County.**

3. Section 4.5, Professional Liability Insurance of the Agreement is amended and restated in its entirety to revise the level of required insurance coverage, as follows:

> Section 4.5 Professional Liability Insurance. $2,000,000.00 for design errors and omissions, inclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONSULTANT to provide a higher level of coverage for a specific project and time frame.

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

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

ATTEST:
RICHARD M. WEISS, CLERK

BY: Freda L. Wade
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: [signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 10/20/10
Q.74

Reviewed as to form and legal sufficiency

[signature] 9/23/10
County Attorney's Office Date

ATTEST:

[signature]
Corporate Secretary

Craig W. Denson
Print Name

Date: 8/16/2010

HNTB Corporation,
a Delaware corporation

By: [signature]

James E. Drapp
Print Name

Vice President
Title

Date: 8/10/2010

MASTER CONSULTING AGREEMENT
AMENDMENT #3

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as CONSULTANT.

WHEREAS, the County and the Consultant entered into a Master Consulting Agreement, #06-139, dated September 13, 2006 for the purpose of providing professional services in connection with a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the County Manager previously executed Amendment #2 for time extension as provided in the Master Consulting Agreement;

Now THEREFORE, the Board of County Commissioners authorizes the Chairman to approve the previous extensions executed by the County Manager;

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ATTEST:
RICHARD M. WEISS, CLERK

BY: Freda L. Wade
DEPUTY CLERK

COUNTY: POLK COUNTY, a political subdivision of the State of Florida

BY: Bob El
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 3/3/10

Reviewed as to form and legal sufficiency Q. 71

[signature] 02/16/10
County Attorney's Office Date

ATTEST:

_____
Corporate Secretary

_____
Print Name

Date:_____

HNTB CORPORATION,
a Delaware corporation

By: James E. Drapp

James E. Drapp
Print Name

Vice President
Title

Date: 1/04/2010

CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, Chief Executive Officer of HNTB Infrastructure, a business unit of HNTB Corporation, a Delaware corporation, (the "Corporation") hereby certifies that JAMES E. DRAPP has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2010.

Date: May 29, 2009

By: _____
Kenneth R. Graham

State of Wisc)
County of Milwaukee)

On May 29, 2009, before me a Notary Public, in and for the county and state aforesaid, personally appeared Kenneth R. Graham, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of the Corporation, and being duly sworn, did state upon oath that he is the Chief Executive Officer of HNTB Infrastructure, a business unit of HNTB Corporation, and as such is authorized to execute this instrument and make this acknowledgment on behalf of the Corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal on May 29, 2009.

_____
Notary Public

My commission expires:
3/20/11

MAUREEN RAKOWSKI NOTARY PUBLIC STATE OF WISCONSIN

MASTER SERVICES AGREEMENT
#06-139
AMENDMENT #2

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into an agreement dated September 13, 2006 for the purpose of providing professional services in connection with a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's) in Polk County which is more fully set out in the Scope of Services and,

WHEREAS, the original term of this Agreement shall be for a three (3) year period, and

WHEREAS, the County shall have the option of extending the Agreement for seven (7) one (1) year terms, and

WHEREAS, the parties mutually agree to extend the Agreement for the first one (1) year term.

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree to the following:

The Master Services Agreement is amended to reflect the first extension of time from September 13, 2009 to September 12, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

POLK COUNTY

BY: _____
Michael Herr, County Manager

HNTB CORPORATION
a Delaware Corporation

BY: _____
Authorized Corporate Officer or Individual

Vice President
Title

BY: _____
Corporate Secretary

Date: 5/22/09

Reviewed as to form and legal sufficiency

_____ 06/05/09
County Attorney's Office Date

CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, President of HNTB Corporation, a Delaware corporation, (the "Corporation") hereby certifies that JAMES E. DRAPP has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2009.

Date: May 31, 2008

By: _____
Scott M. Smith

State of Missouri)

County of Jackson)

On May 31, 2008, before me a Notary Public, in and for the county and state aforesaid, personally appeared Scott M. Smith, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of the Corporation, and being duly sworn, did state upon oath that he is the President of the Corporation, and as such is authorized to execute this instrument and make this acknowledgment on behalf of the Corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal on May 31, 2008.

DENISE CONNER
Notary Public - Notary Seal
State of Missouri - County of Cass
My Commission Expires Jun. 15, 2009
Commission #05410027

Denise Conner

Notary Public

My commission expires:

6-15-09

MASTER CONSULTING AGREEMENT
#06-139
AMENDMENT #1

This amendment is hereby entered into by Polk County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida, 33830, hereinafter referred to as COUNTY and HNTB Corporation, a Delaware corporation, headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as CONSULTANT,

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into an agreement dated September 13, 2006 for professional engineering services in support of the planning, design, construction, operation, monitoring, and maintenance of the County's roadway network and Community Redevelopment Agencies for the Transportation Engineering Division and;

WHEREAS, the Fee Schedule, as set out in Exhibit B of the Master Consulting Agreement may be adjusted by amendment, beginning one year from the effective date of the agreement; and,

WHEREAS, the parties are in agreement to the adjusted Fee Schedule for Construction Engineering Inspection (CEI) classifications which shall operate prospectively only and shall not alter fee schedules for Consultant Services Authorizations in effect at the time of the amendment;

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree to the following:

Exhibit B of the Master Consulting Agreement is amended to reflect the adjusted Fee Schedule for CEI classifications.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this amendment.

ATTEST: RICHARD M. WEISS, CLERK

BY: Freda L. Wade
DEPUTY CLERK

COUNTY: POLK COUNTY, FLORIDA, a political subdivision of the State of Florida

BY: Sam Johnson
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN: 5-20-09

Reviewed as to form and legal sufficiency

04/28/09
County Attorney's Office Date

ATTEST:

Corporate Secretary

SEAL

HNTB CORPORATION, a Delaware Corporation

BY: James E. Drapp
Authorized Corporate Officer or Individual

James E. Drapp
Printed or Typed Name of Signer

Vice President
Printed or Typed Title of Signer

10210 Highland Manor Dr. Suite 140
Business Address

Tampa, FL 33610

813-246-5527
Telephone Number

HNTB

2009 Pay Rates

Position	Hourly Pay Rate	Multiplier	Loaded Rate	Low	High
Senior Project Engineer	$60.16	2.91	$ 175.07	$ 175.07	
Senior Project Engineer	$69.76	2.91	$ 203.00		$ 203.00
Senior Project Engineer	$62.40	2.91	$ 181.58		
Senior Project Engineer	$68.56	2.91	$ 199.51		
Sr Proj Engineer Average	**$65.22**	2.91	**$ 189.79**		
Project Administrator	$53.52	2.91	$ 155.74		$ 155.74
Project Administrator	$52.32	2.91	$ 152.25		
Project Administrator	$40.00	2.91	$ 116.40	$ 116.40	
Project Administrator	$46.48	2.91	$ 135.26		
PA Average	**$48.08**	2.91	**$ 139.91**		
Contract Support Specialist	$46.24	2.91	$ 134.56		$ 134.56
Contract Support Specialist	$29.44	2.91	$ 85.67		
Contract Support Specialist	$26.00	2.91	$ 75.66	$ 75.66	
CSS Average	**$33.89**	2.91	**$ 98.63**		
Sr. Inspector	$27.04	2.91	$ 78.69		
Sr. Inspector	$27.28	2.91	$ 79.38		$ 79.38
Sr. Inspector	$26.08	2.91	$ 75.89	$ 75.89	
Sr. Inspector	$27.12	2.91	$ 78.92		
Inspector	$27.12	2.91	$ 78.92		
Sr. Inspector Average	**$26.88**	2.91	**$ 78.22**		
Inspector	$19.92	2.91	$ 57.97	$ 57.97	
Inspector	$21.12	2.91	$ 61.46		
Inspector	$20.00	2.91	$ 58.20		
Inspector	$23.84	2.91	$ 69.37		$ 69.37
Inspector	$22.72	2.91	$ 66.12		
Inspector Average	**$21.52**	2.91	**$ 62.62**		
Inspector's Aide	$17.28	2.91	$ 50.28		$ 50.28
Inspector's Aide	$10.64	2.91	$ 30.96	$ 30.96	
Tampa Inspector's Aide	$12.00	2.91	$ 34.92		
Inspector's Aide Average	**$13.31**	2.91	**$ 38.72**		

Schedule of Rates
HNTB CEI

Classification	Hourly Billing Rates Low	High
Senior Project Engineer	$ 175.07	$ 203.00
Project Administrator	$ 116.40	$ 155.74
Contract Support Specialist	$ 75.66	$ 134.56
Senior Inspector	$ 75.89	$ 79.38
Inspector	$ 57.97	$ 69.37
Inspector's Aide	$ 30.96	$ 50.28

CERTIFICATE OF AUTHORITY

AND

POWER OF ATTORNEY

The undersigned, President of HNTB Corporation, a Delaware corporation, (the "Corporation") hereby certifies that JAMES E. DRAPP has been authorized by the Board of Directors of the Corporation, commencing as of the date hereof, to enter into agreements and contracts for usual and customary architectural, engineering, planning, and management professional services, and to incur ordinary and necessary obligations in connection therewith, in the name of and on behalf of the Corporation, and the Corporation shall be bound thereby. The Corporation hereby ratifies and confirms any action taken by such individual pursuant to this certificate. Such authority shall expire as of May 31, 2009.

Date: May 31, 2008

By: _____
Scott M. Smith

State of Missouri)

County of Jackson)

On May 31, 2008, before me a Notary Public, in and for the county and state aforesaid, personally appeared Scott M. Smith, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as the free act and deed of the Corporation, and being duly sworn, did state upon oath that he is the President of the Corporation, and as such is authorized to execute this instrument and make this acknowledgment on behalf of the Corporation.

In testimony whereof, I have hereunto set my hand and affixed my official seal on May 31, 2008.

DENISE CONNER
Notary Public - Notary Seal
State of Missouri - County of Cass
My Commission Expires Jun. 15, 2009
Commission #05410027

Denise Conner

Notary Public

My commission expires:

6-15-09

#06-134

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this 13th day of September, 2006, between POLK COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 330 W. Church Street, Bartow, Florida 33830, hereinafter referred to as COUNTY, and HNTB Corporation a Delaware corporation, headquartered at 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610 hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 43-1623092:

WHEREAS, COUNTY owns and operates a variety of public facilities and improvements; and,

WHEREAS, COUNTY requires certain professional services in connection with the planning, construction and operation of these facilities; and

WHEREAS, COUNTY has solicited these services in RFP #06-091, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Chairman, Board of County Commissioners.

1.2 The Master Consulting Agreement will be for ten (10) years. The initial term shall be for three (3) years.

1.3 The COUNTY shall have the option of extending the Agreement for seven (7)) one (1) year terms, as approved by the COUNTY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

1.4 The County Manager will approve and execute all extensions or terminate the agreement at the end of any given term.

2.0 **Services to Be Performed by CONSULTANT**

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A" and as may be further specifically designated and authorized by the COUNTY, in writing. Such authorization will be referred to as a Consultant Services Authorization (CSA) and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the COUNTY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.3 When the CONSULTANT and the COUNTY enter into a Consultant Authorization Agreement (CSA) where the term of the CSA expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the CONSULTANT and the COUNTY agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of the MCA. It does not apply when a CSA expires or is cancelled prior to the expiration of the MCA.

3.0 **Compensation**

3.1 General

3.1.1 COUNTY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement

and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Master Consulting Agreement, after mutual written agreement of the parties, annually beginning one year from the effective date of the agreement. Such amendment shall operate prospectively only and shall not alter fee schedules for CSA's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price on a per-project basis, on each individual CSA.

3.1.4 Invoices must reference the applicable Consultant Services Authorization number, using an invoice form approved by the County Auditor.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Transportation Engineering Division
P.O. Box 9005, PW02
Bartow, FL 33830
Attention: Director

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.7 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Auditor's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

3.2.1 All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the COUNTY's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement or CSA.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable Consultant Services Authorization, and include:

Overnight Deliveries
Reproduction
Sub-Consultant
Long Distance Telephone Calls (excluding Tampa, Orlando and Gainesville)

3.2.3 Mileage shall be reimbursed in accordance with F.S. 112.061and COUNTY policy for pre-approved out-of-county travel (excluding Tampa, Orlando and Gainesville).

3.2.4 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with F.S. 112.061.

3.2.6 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the COUNTY upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Transportation Engineering Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.7 CONSULTANT shall maintain a current inventory of all such assets.

4.0 **Insurance**

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the

coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a certified copy of each policy applicable to this Agreement, where COUNTY is an additional insured, followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY .

4.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation as against Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed $25,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all

insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than $1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. $1,000,000.00 for design errors and omissions, exclusive of defense costs. CONSULTANT shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The COUNTY may require the CONSULTANT to provide a higher level of coverage for a

specific project and time frame.

4.6 Performance, Payment and Other Bonds. CONSULTANT shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.

4.7 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 **Standard of Care**

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and

all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 **Independent Contractor**

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall

have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 **Authority to Practice**

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 **Compliance with Laws**

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 **Subcontracting**

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a Subcontactor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 **Federal and State Taxes**

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 **Public Entity Crimes**

12.1 The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 **COUNTY's Responsibilities**

13.1 COUNTY shall be responsible for providing access to all COUNTY project sites, and providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 **Termination of Agreement**

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 **Uncontrollable Forces (Force Majeure)**

15.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 **Governing Law and Venue**

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

17.0 **Non-Discrimination**

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 **Waiver**

18.1 A waiver by either COUNTY or CONSULTANT of any breach of this Agreement

shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 **Severability**

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 **Entirety of Agreement**

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 **Modification**

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 **Successors and Assigns**

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY via executed amendment.

23.0 **Contingent Fees**

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 **Truth-In-Negotiation Certificate**

24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

25.0 **Ownership of Documents**

25.1 CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.0 **Access and Audits**

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 **Notice**

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Transportation Engineering Division
P.O. Box 9005, PW02
Bartow, FL 33830
Attention: Director

As to Consultant: James Drapp
HNTB Corporation
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 **Service of Process**

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: James Drapp
HNTB Corporation
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610

29.0 **Contract Administration**

29.1 Services of CONSULTANT shall be under the general direction of the Transportation Engineering Division Director, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 **Key Personnel**

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the

required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: James Drapp
Name: John Martel
Name: Shannon Justice
Name: Elizabeth Pfeffer

31.0. **Annual Appropriations**

31.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 **Liquidated Damages**

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to CONSULTANT's fault in causing the delay as compared to other causes, and to the extent the CONSULTANT is not delayed by reasons beyond CONSULTANT's reasonable control.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:
RICHARD WEISS
Clerk of the Board

By: Freda L. Wade
Deputy Clerk

POLK COUNTY, a political subdivision of the State of Florida

By: Jack R Myers
Chairman, Board of County Commissioners

Date Approved by Board: 9/13/06

Review as to form and legal sufficiency

Philip K. Stevens 9/14/06
County Attorney's Office Date

Attest:

By: Craig W. Denson
Corporate Secretary

Craig W. Denson
[Print Name]

DATE: Aug. 28, 2006

HNTB CORPORATION

a Delaware **Corporation**

By: James E. Drapp

James E. Drapp
[Print Name]

Vice President, Officer In Charg
[Title]

DATE: 8/25/06

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough

The foregoing instruments was acknowledged before me this

8/25/06 By James E. Dropp, Vice President, Officer In Charge

(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation.

(He)/she personally appeared before me at the time of notarization, and is personally known to me or has produced

Personally Known as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this 8/25/06

(Date)

NOTARY PUBLIC STATE OF FLORIDA
Shannon Justice
Commission # DD574788
Expires: JULY 21, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Shannon Justice Commission Number DD 57 4788

(Official Notary Signature and Notary Seal)

Shannon Justice Commission Expiration Date 7/21/2010

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She

personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

EXHIBIT A

SCOPE OF SERVICES

All work must be performed in accordance with applicable Federal, State and Local regulations.

The County requires the support of the professional consultants for a wide range of technical, engineering, architectural services to assist bringing to completion transportation projects in the County's work program and support the planning, design, construction, operation, monitoring and maintenance of the County's roadway network and Community Redevelopment (CRA's).

Services may include, but are not limited to, planning, design, environmental sciences, environmental permitting, utility coordination, utility design, railroad coordination, right-of-way, surveying and mapping, value engineering, geotechnical, construction management, construction inspection, historical, archaeological, traffic operations, bridge inspection and maintenance, roadway inspection and maintenance, permit operations, stormwater management facility operations, wetland and ecosystem operations, stormwater discharge systems operations, hazardous material operations and emergency response operations services. These services may also be used for any CRA's within the County.

Anticipated projects for the BoCC include roadway construction, reconstruction, maintenance, repair or replacement related to roadways, drainage (regional or roadway), storm water management, railroads, mitigation, bridges, sidewalks, asset management, pavement management, debris management and emergency operations.

The following is a list of typical services that may be requested under this contract. The list is not intended to be all-inclusive:

- Long and short range planning services including studies, analysis, cost estimating, cost/benefit analysis, budgeting, scheduling and presentations relating to traffic, drainage, bridges, roadway, environmental, corridor, geotechnical and right-of-way.

- Complete studies, evaluations, inspection or monitoring for various roadway assets and programs such as guardrails, bridges, sidewalks, traffic signals, signing, pavement markings, drainage, traffic calming, railroads, pavement management, storm water management facilities, environmental mitigation facilities, unpaved roadways, intersections, substandard roads, capacity projects and right-of-way.

- Provide planning, analysis, review and estimating assistance for construction proposed by developers, other agencies and County projects. This may include attending meetings and/or acting as a committee member.

- Provide services related to the Project Development & Environmental (PD&E) or preliminary engineering phase. Such services include studies or assessments for

conceptual design, alternative designs, traffic, drainage, roadway, environmental, contamination, cultural resources, utilities, corridor, geotechnical, right-of-way, surveying, permitting, cost estimating, cost/benefit analysis, budgeting, scheduling, presentations, and developing project scopes.

- Design and preparation of construction plans, permits, specifications and bid documents for various projects such as guardrails, bridges, sidewalks, traffic improvements, drainage, traffic calming, railroad improvements, pavement design, storm water systems, mitigation sites, utility improvements, unpaved roadways, intersections, assessments projects, substandard roads, and capacity projects. Examples of typical services include analysis, design and permitting of roadway, drainage, signing and marking, signalization improvements, lighting improvements and includes maintenance of traffic, surveying and mapping, geotechnical investigations and analysis, environmental investigations and analysis, cost estimates, traffic analysis and design, utility accommodation, water and wastewater design and railroad coordination.

- Prepare right-of-way documents including right-of-way maps, legal descriptions and sketches, and support the right-of-way acquisition process including preparing for and attending mediations, settlements discussions, public meetings and court proceedings.

- Provide construction support including, but not limited to: bid review and analysis, responses to bid questions, pre-bid meetings, pre-construction meetings, construction management, construction inspection, construction progress meetings, as-built surveys, final certifications and review pay requests.

- Provide management, supervision, inspection, coordination services for emergency management or debris removal.

The Consultant shall function as an extension of the County's resources by providing qualified technical and professional personnel to perform duties and responsibilities assigned under the terms of this agreement according to County Standards and Procedures.

The County shall request Consultant services on an as-needed basis. There is no guarantee that any or all of the services described in this agreement will be assigned during the term of this agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

The Consultant's home or branch offices may support this contract.

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

10210 Highland Manor Drive
Suite 140
Tampa, FL 33610

Telephone (813) 246-5527
Facsimile (813) 246-9377
www.hntb.com

HNTB

SCHEDULE OF RATES

	Range of Direct Labor Rates	Range of Hourly Billing Rates
Principal	$70.00 - $80.00	$204.00 - $233.00
Project Manager	$60.00 - $70.00	$175.00 - $204.00
Chief Engineer/Planner	$50.00 - $60.00	$146.00 - $175.00
Senior Engineer/Planner	$40.00 - $50.00	$116.00 - $146.00
Project Engineer/Planner	$40.00 - $45.00	$116.00 - $131.00
Engineer/Planner	$25.00 - $35.00	$73.00 - $102.00
Senior Technician	$25.00 - $30.00	$73.00 - $87.00
Technician	$20.00 - $25.00	$58.00 - $73.00
Secretary/Clerical	$15.00 - $20.00	$44.00 - $58.00

HNTB Corporation
The HNTB Companies

6210 Highland Manor Drive
Suite 140
Tampa, FL 33610

Telephone (813) 246-5527
Facsimile (813) 246-9977
www.hntb.com

HNTB

SCHEDULE OF RATES
HNTB CEI

	Range of Hourly Billing Rates
Senior Inspector	$79.00 - $89.00
Inspector	$64.00 - $73.00
Inspector's Aide	$43.00 - $51.00

Job Classification	Personnel
Senior Inspector	Arnie David
Senior Inspector	Jay Wolfe
Senior Inspector	Jeff Brodeur
Senior Inspector	Jameel Ridges
Senior Inspector	Frank Lavalier
Senior Inspector	Michael King
Senior Inspector	Larry Aman
Senior Inspector	Richard Harrison
Inspector	Tony George
Inspector	Jeff Campbell
Inspector	Todd Ford
Inspector's Aide	Casey Schley
Inspector's Aide	Chris Foutch

EXHIBIT B

LABOR MULTIPLIER CALCULATION

Direct Labor	1.00
Salary Related Overhead	50.34%
General and Admin Overhead	109.36%
Subtotal	259.70%
Profit @ 12%	12%
Total Multiplier	2.91