

**MASTER CONSULTING AGREEMENT
#06-268
AMENDMENT #9**

This Amendment #9 is hereby entered into as of the Effective Date (hereafter 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 "COUNTY" and Parsons Brinckerhoff, Inc., a New York corporation whose regional office is located at 2202 North West Shore Boulevard, Suite 300, Tampa, Florida 33607, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated December 6, 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 Areas (CRA's) in Polk County which is more fully set out in the Scope of Services; and

WHEREAS, the original term of this 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 six (6) one (1) year terms previously; and

WHEREAS, the parties mutually agree to extend the Agreement for the seventh (7th) 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 December 7, 2015 (the "Effective Date") and continuing through December 6, 2016. This term extension is the seventh of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.

The Agreement, as amended by this Amendment #9, continues in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this amendment effective as of the Effective Date

ATTEST:
STACY BUTTERFIELD, CLERK

POLK COUNTY, a political subdivision of
the State of Florida



BY: [Signature]
DEPUTY CLERK Q.14

BY: [Signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 11/3/15

Reviewed as to form and legal sufficiency
[Signature] 11/29/15
County Attorney's Office Date

ATTEST:

Parsons Brinckerhoff, Inc., a New York corporation

Cary M. Siegel
Corporate Secretary
CARY M. Siegel
Print Name

By: [Signature]
George W. Walton
Print Name

Senior Vice President
Title

Date: 10/6/15

Date: 10/6/15

**MASTER CONSULTING AGREEMENT
#06-268
AMENDMENT #8**

This Amendment #8 is hereby entered into as of the Effective Date (hereafter 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 "COUNTY" and Parsons Brinckerhoff, Inc., a New York corporation whose regional office is located at 2202 North West Shore Boulevard, Suite 300, Tampa, Florida 33607, hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated December 6, 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 Areas (CRA's) in Polk County which is more fully set out in the Scope of Services; and

WHEREAS, the original term of this 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 (6th) 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 December 7, 2014 (the "Effective Date") and continuing through December 6, 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.

The Agreement, as amended by this Amendment #8, continues in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this amendment effective as of the Effective Date

ATTEST:
STACY BUTTERFIELD, CLERK

POLK COUNTY, a political subdivision of
the State of Florida

BY: Kim Hancock
DEPUTY CLERK

BY: [Signature]
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 10.23.14

Reviewed as to form and legal sufficiency

[Signature]
County Attorney's Office Date



R.63

ATTEST:



Parsons Brinckerhoff, Inc., a New York corporation

[Signature]
Asst. Corporate Secretary

By: [Signature]

Hillary Jassey
Print Name

Charlie J. Herndon
Print Name

Senior Vice President
Title

Date: 10/9/14

Date: 10/07/14

MASTER CONSULTING AGREEMENT
#06-268
AMENDMENT #7

This Amendment #7 is hereby entered into as of the Effective Date (hereafter 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 COUNTY and Parsons Brinckerhoff, Inc., a New York corporation whose regional office is located at 2202 North West Shore Boulevard, Suite 300, Tampa, Florida 33607, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated December 6, 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 Areas (CRA's) in Polk County which is more fully set out in the Scope of Services; and

WHEREAS, the original term of this 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 four (4) one (1) year terms previously; and

WHEREAS, the parties mutually agree to extend the Agreement for the fifth (5th) 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 December 7, 2013 (the "Effective Date") and continuing through December 6, 2014. This term extension is the fifth of the available seven one-year term extensions that are provided in Section 1.3 of the Agreement.

The Agreement, as amended by this Amendment #7, continues in full force and effect.

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

ATTEST:
RICHARD M. WEISS, CLERK

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

BY: Alison Prefatt
DEPUTY CLERK

BY: Paul M. Bell
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 11.5.13

Reviewed as to form and legal sufficiency

Sandra B. Howard 10/25/13
County Attorney's Office Date

ATTEST:

Parsons Brinckerhoff, Inc.,
a New York corporation

Hillary Jarssey
Asst. Corporate Secretary

By: Charlie J. Herndon

Hillary Jarssey
Print Name

Charlie J. Herndon
Print Name
Senior Vice President

Date: 10/21/13

Title
Date: 10/18/13

MASTER CONSULTING AGREEMENT

#06-268

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 PB Americas, Inc., now known as Parson Brinckerhoff, Inc., a New York corporation whose regional office is located at 2202 North West Shore Boulevard, Suite 300, Tampa, Florida 33607, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated December 6, 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 December 7, 2012 and continuing through December 6, 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

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



BY: Eric Valle
DEPUTY CLERK

BY: Sam Johnson
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 10/16/12
Q.51

Reviewed as to form and legal sufficiency

Thom Nowak 10/15/12
County Attorney's Office Date

ATTEST:

Parsons Brinckerhoff, Inc.,
a New York corporation

Alley Jay
Corporate Secretary

By: George W. Walton

Hillary Jasscy
Print Name

George W. Walton
Print Name

Vice President
Title

Date: 8/8/12

Date: 08/06/12

MASTER CONSULTING AGREEMENT
#06-268
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 PB Americas, Inc., a New York corporation headquartered at One Penn Plaza, New York, New York 10119 with its principal Florida office located at 5405 West Cypress Street, Tampa, Florida 33607-1705, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into a Master Consulting Agreement dated December 6, 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 December 7, 2010 and continuing through December 6, 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

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

BY: Freeda L. Wade
DEPUTY CLERK

BY: Bob Eil
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 10/20/10

Reviewed as to form and legal sufficiency Q-77

Alison Norowitz 9/23/10
County Attorney's Office Date



ATTEST:

PB Americas, Inc.,
a New York corporation

Nancy Jones
Asst Corporate Secretary

By: Tracy A. Hood

Hilary Jassay
Print Name

Tracy A. Hood, P.E.
Print Name

Vice President
Title

Date: 09/03/10

Date: 09/02/10

10/20/10 10:00 AM

10/20/10 10:00 AM

10/20/10 10:00 AM

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 PB Americas, Inc., a New York corporation, headquartered at One Penn Plaza, New York, New York, 10119 with its principal Florida office located at 5405 West Cypress Street, Tampa, Florida, 33607-1705 hereinafter referred to as CONSULTANT.

WHEREAS, the County and the Consultant entered into a Master Consulting Agreement, #06-268, dated December 6, 2006 for the purpose of providing management, technical, and engineering services for the County which is more fully set out in the scope of services included in that Agreement; and,

WHEREAS, the County Manager previously executed Amendment #4 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



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

BY: *Judith L. Wade*
DEPUTY CLERK

BY: *BAQ*
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

DATE SIGNED BY CHAIRMAN 3/3/10

Reviewed as to form and legal sufficiency
[Signature] 02/16/10
County Attorney's Office Date

ATTEST:

PB AMERICAS, INC.,
a New York corporation

Thomas G. Defeis
Corporate Secretary

By: *[Signature]*

THOMAS G. DEFEIS
Print Name

Tracy A. Hood, P.E.
Print Name
Vice President
Title

Date: 11/3/2010

Date: 01-11-10

MASTER CONSULTING AGREEMENT
#06-268
AMENDMENT NO. 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 PB Americas, Inc., a New York corporation, headquartered at One Penn Plaza, New York, New York, 10119 with its principal Florida office located at 5405 West Cypress Street, Tampa, Florida, 33607-1705 hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into an agreement dated December 6, 2006 for the purpose of providing management, technical, and engineering services for the County which is more fully set out in the scope of services included in that Agreement; and 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 Consulting Agreement is amended to reflect the first extension of time from December 7, 2009 to December 6, 2010.

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

POLK COUNTY

BY:


Michael Herr, County Manager

PB AMERICAS, INC.
a New York Corporation

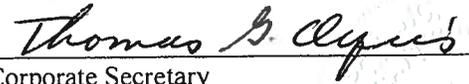
BY:


Authorized Corporate Officer or Individual

Vice President

Title

BY:


ASSISTANT Corporate Secretary

Date: 7/30/2009

Reviewed as to form and legal sufficiency


County Attorney's Office

09/16/09
Date

MASTER CONSULTING AGREEMENT

THIS AGREEMENT entered into this 6th day of December, 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 Parsons Brinckerhoff Quade & Douglas, Inc. a New York corporation, headquartered at One Penn Plaza, New York, NY, 10119 with its principal Florida office located at 5405 West Cypress Street, Tampa, Florida 33607-1705 hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 11-11531569:

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 #06-092, included by reference as to the scope of services contained therein; 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.

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, 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. 112.061 and 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 Subcontractor 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
Bartow, FL 33830
Attention: Director

As to Consultant: Parsons Brinckerhoff
5405 West Cypress Street
Tampa, FL 33607-1705
Attention: James Moreno, P.E.

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: Parsons Brinckerhoff
5405 West Cypress Street
Tampa, FL 33607-1705
Attention: James Moreno, P.E

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 Moreno, P.E.

Name: Chris Ray, P.E.

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



POLK COUNTY, a political subdivision
of the State of Florida

By: Angela L. Wade
Deputy Clerk

By: B. J. E. J.
Chairman, Board of County Commissioners

Date Approved by Board: 12/6/06

Review as to form and legal sufficiency

Philip N. Skerwer 12/17/06
County Attorney's Office Date

Attest:

PARSONS BRINCKERHOFF QUADE &
DOUGLAS, INC, a New York Corporation

By: Thomas G. DeFeis
Corporate Secretary

By: James A. Moreno
James-A. Moreno, P.E.

THOMAS G. DEFEIS
[Print Name]

[Print Name]
Vice President

DATE: 11-6-2006

[Title]

DATE: 11/7/06

(17)
(8)

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA COUNTY OF Hillsborough

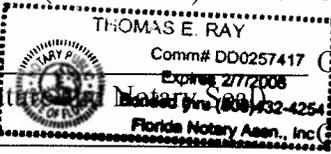
The foregoing instruments was acknowledged before me this 11/7/06 By James A. Moreno
(Date) (Name of officer or agent, title of officer or agent)

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 _____ 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 11/7/06
(Date)

Thomas E. Ray
(Official Notary Signature)



Commission Number DD0257417
Commission Expiration Date 2/7/08

(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 General Engineering Consultant (GEC) for a wide range of management, administrative, clerical, technical, engineering, architectural and public involvement 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. Services may include, but are not limited to, support for professional services, project management, consultant management, administration, clerical, production, planning, public and intermodal transportation, design, environmental sciences, environmental permitting, utility coordination, 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. The primary focus, at this time, is for public involvement services, utility coordination, right-of-way, construction management and construction inspection services. Special preference will be given to firms with strong support in these areas.

The GEC 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 the GEC 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 GEC 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.

Consistent with CCNA requirements, location of personnel will be a factor and Polk County's preference is that the consultant maintains an office within Polk County staffed with the Program Director, Functional Managers, and core staff to provide a service level for work of a continuing nature.

The County may request support staff provided by the GEC be located in the County's offices. For these requests, the County will furnish office space for the support staff with all necessary furniture and equipment. An office rate will apply to any General Consultant employee assigned to work in the County offices for a minimum 40- hour workweek. Daily commuting costs associated with going to/from the office for these employees will not be reimbursed. Firms selected will be required to provide a separate rate schedule that reflects the reduced overhead for this service.

Scope of Services may include, but will not be necessarily be limited to the following types of work.

Administrative & Management Support
Professional Services Contractual Support

- a. Provide and/or acquire professional services for planning, engineering, environmental, architecture, landscape architecture, land surveying and right-of-way services in support of the County's transportation projects and contracts.
- b. Develop Request for Proposal (RFP's), prepare Consultant Services Authorization (CSA) and other contract documents for the acquisition of contractual services and facilitate obtaining approvals for execution of the agreement(s).
- c. Prepare documentation for obtaining County, state or federal approvals for advertisements and contracts.
- d. Review and evaluate proposals or fee proposals with County personnel.
- e. Conduct scope of services meetings, notice to proceed meetings, progress meetings, coordination meetings, etc. and prepare meeting minutes.
- f. Write scope of services, coordinate scope reviews with departments and agencies to ensure the County's needs are addressed in the scope of services.
- g. Prepare estimates of staff-hours, fees and/or schedules for professional services.
- h. Prepare negotiation package(s) and brief County personnel who will conduct staff-hours and fee negotiations. If authorized, participate in and/or coordinate negotiations with consultants for staff- hours, fees and schedule.
- i. Administer, manage or monitor consultant service contracts and track contractual changes (i.e. change orders, supplemental agreements, etc.).
- j. Review and process consultant invoices according to County requirements.
- k. Assist in the resolution of contract disputes. Review and/or analyze claims against the County arising out of a project or work thereon and provide support as required to effect the settlement of such claims.
- l. Review and report on the validity of consultant claims for extra work and/or time extensions.
- m. Provide professional advice on technical matters requiring specialized skills, techniques or equipment.
- n. Assist the County in preparing applications for and acquiring federal, state and/or local grants or other project funding vehicles and satisfying funding requirements for monitoring and reporting.
- o. Assist the County in the development and implementation of:
 - (1) Standardized scopes of services and contracts for contractual services.
 - (2) Standardized construction contracts.
 - (3) Procedures for the acquisition of contractual services.
 - (4) Procedures and methods to schedule, track, monitor and report on contracts.
 - (5) Cost estimating system for professional services, right-of-way acquisition, construction and/or maintenance.

Project Management Support

- a. Perform services as a County project manager for planning, design, right-of-way acquisition, construction or maintenance contracts.
- b. Schedule and coordinate with consultants, the County and agencies to resolve issues during the design process.
- c. Process plan and document reviews through appropriate County departments, agencies and support staff.
- d. Monitor contract schedules and costs for compliance with project objectives and report significant variances.
- e. Prepare periodic status reports on project progress, costs, problems and delays, and keep County management informed of project status on a regular and as needed basis.

Administrative Support

- a. Develop, implement, and maintain a document control and filing system to govern the distribution and filing of project related correspondence, reports, plans, technical data, etc. Said system shall be subject to County approval. Program and/or project files shall be transferred to the County upon completion of the work or as directed by the County.

Production Support Services

General Production Support Services

- a. Provide professional planning, public involvement, design, engineering, environmental, utility, railroad, right-of-way, surveying, value engineering, geotechnical, construction management, construction inspection, traffic operations, bridge and/or roadway inspection and/or maintenance, permitting, hazardous material, or emergency response advisory support for the planning, design, right-of-way acquisition, permitting or construction of transportation projects.
- b. Prepare or review studies or documents prepared by others.
- c. Provide peer review services.
- d. Develop and/or conduct training programs for County personnel.

Planning Support Services

- a. Prepare, update or review studies, reports, analyses, master plans, environmental impact statements, environmental assessments, cultural resource assessments, alternative designs, traffic analysis, feasibility analysis, concept reports or conceptual designs of proposed or potential improvements to the County highway system, as requested by the County.
- b. Assist in reviewing, evaluating, developing and/or maintaining traffic forecasting models.
- c. Review Developments of Regional Impact (DRI) and sub-DRI development plans and related supporting technical documents that affect the County highway system.
- d. Assist in reviewing, evaluating and/or developing concurrency management systems.

- e. Assist in reviewing, evaluating and/or developing access management plans, access management classifications.
- f. Assist in reviewing, evaluating and/or developing the County's Work Program and contributing proposals from MPOs, Local Government Comprehensive Plan (LGCP), local agencies, and/or other local governments.
- g. Provide support for Intelligent Transportation Systems (ITS) projects.
- h. Provide sampling, testing and/or analysis for highway noise prediction and abatement.

Public and Community Involvement Services

- a. Develop and implement a Community Awareness Plan (CAP) for projects.
- b. Coordinate and conduct meetings with public officials, civic groups and the general public as required by the County and assist the County to ensure that public comments are addressed.
- c. Develop or prepare mapping, graphics, public address presentations, audio/visual presentations, models, exhibits, telephone hotlines, mailings, public service announcements, internet websites, newspaper releases, newspaper inserts, newsletters, news reports and other presentation materials for work program or project meetings, workshops or briefings with the public, Board of County Commissioners or the media.

Public and Intermodal Transportation Support Services

- a. Review of roadway design plans to assess and evaluate the probable impact projects may have on existing transit, rail, aviation and intermodal facilities.
- b. Inventory of transit vehicles.
- c. Provide multimodal planning and program management.
- d. Serve as liaison for involvement with transit, rail, aviation and intermodal companies or operators.

Design Support Services

- a. Provide professional engineering, design and/or advisory support for the planning, design, right-of-way acquisition, permitting or construction of transportation projects.
- b. Prepare complete or partial roadway plans, drainage plans, maintenance of traffic plans, utility plans, utility adjustment plans, stormwater pollution prevention plans, signing & pavement marking plans, signalization plans, lighting plans, structure plans, landscape architecture plans, planting plans or hardscape plans.
- c. Prepare and/or review cost estimates and cost comparisons.
- d. Review the adequacy and completeness of consultant submittals for conformance with contract documents.
- e. Review conceptual design documents (i.e. design criteria, alignments, maintenance of traffic plans, stage construction plans, etc.) that form the basis of the planning or design contracts.
- f. Review and comment on the plans, specifications, estimates, schedules, reports, studies and other documents prepared by design consultants for compliance with approved project criteria and schedules and recommend acceptance or modifications to the County.

- g. Provide professional services to support the County in hearings, condemnation proceedings, and other litigation including the preparation of trial exhibits.

Environmental Permitting Services

- a. Assist in expediting and obtaining necessary permits and other authorizations for construction.
- b. Develop, coordinate or review permit requirements and schedules.
- c. Perform or review wetland delineations, navigable water determinations, wildlife assessments, environmental assessments or investigations, etc.
- d. Perform research and/or field investigations to identify and locate threatened or endangered species.
- e. Prepare permit application packages.
- f. Facilitate obtaining County approvals and submit permit packages to appropriate agencies.
- g. Review plans specifications and special provisions for compliance with approved environmental documents, permits and zoning requirements.

Utility Coordination Services

- a. Assist in identifying utility owners and coordinating the locating of their facilities and associated relocations, adjustments or protection with utility owners.
- b. Prepare or review utility relocation or adjustment schedules and drawings.
- c. Coordinate with the County and utility owners to assure that all utility conflicts and relocations have been accommodated and/or provided for in the construction documents.

Railroad Coordination Services

- a. Coordinate with state, county, municipal and other legal authorities having jurisdiction over rail crossings and participate in the preparation of or negotiations of agreements for crossings, closings or relocations.
- b. Evaluate railroad company proposals and cost estimates for relocation work.
- c. Develop and update Railroad Crossing Inventory and other activities to support County rail programs.

Right-of-Way Services

- a. Coordinate review of right-of-way requirements to assure all right-of-way necessary for construction is identified and to minimize the acquisition of unnecessary right-of way.
- b. Perform or obtain Title searches and Ownership and Encumbrance (O&E) Reports.
- c. Property management services including, but not limited to, property inventories, inspections, hazardous waste studies, asbestos surveys and identifying and resolving encroachments on County right-of-way.
- d. Demolition of structures to clear right-of-way.

- e. Maintenance and/or disposition of surplus property and related leasing and disposal activities.
- f. Prepare or review estimates of severance, proximity and/or business damages and other factors pertaining to acquisition of right-of-way.
- g. Appraisals or appraisal review.
- h. Acquisition.
- i. Eminent domain proceedings.
- j. Relocation assistance.
- k. General right-of-way program administration, including but not limited to development of right-of-way schedules, budgets, expenditure plans, records management for monitoring right-of-way acquisition goals.
- l. Coordinate and/or perform contacts with property owners or their representatives to facilitate property acquisition.
- m. Develop and provide communication tools or exhibits for use in litigation proceedings and right-of-way negotiations.
- n. Provide expert testimony for hearings, condemnation proceedings or other litigation with respect to acquisition of right-of-way, easements and other forms of property taking required for a project.
- o. Provide services requiring technical expertise in support of right-of-way acquisition, appraisal, appraisal review, negotiations, eminent domain or other right-of-way proceedings.
- p. Provide technical and clerical services and assistance as needed including, but not limited to, preparation of pleadings, legal descriptions, service lists and other documents required for filing eminent domain litigation, preparation of litigation exhibits, preparation of suit packages, copying and coordination of service of process.

Surveying and Mapping Services

- a. Prepare or review right-of-way maps, legal descriptions, sketches and other survey documents.
- b. Provide survey services and/or review surveys made by others.
- c. Provide photogrammetry services.
- d. All survey work shall be performed in accordance with the Minimum Technical Standards for Professional Surveyors and Mappers (Rule 61G17-6, Florida Administrative Code, pursuant to Section 472.027, FS), Chapter 177, FS and the Department of Environmental Protection rules governing Mean High Water and Jurisdictional Line Surveys.

Value Engineering Support

The County will determine which projects require a Value Engineering (VE) review.

- a. Employ a Certified Value Specialist (CVS), qualified in value engineering of transportation projects, to serve as the value engineering team leader.
- b. Assemble value engineering teams and coordinate and conduct VE reviews.
- c. Prepare and submit reports on resolution of VE team recommendations.

Geotechnical Services

- a. Perform geotechnical engineering, sampling and/or testing services.
- b. Provide professional engineering, design or advisory support for the planning, design, right-of-way acquisition, permitting or construction of transportation projects.

Construction Management Services

- a. Provide a Construction Project Manager or Construction Project Engineer registered to practice in the state of Florida to monitor the construction activities.
- b. Perform the duties of a resident contract compliance manager to assure contractors compliance with contract documents.
- c. Schedule and conduct the pre-bid conferences for construction contracts and review and respond to questions from bidders.
- d. Conduct preconstruction meeting, construction progress meetings and prepare meeting minutes and monthly construction progress schedules and reports.
- e. Prepare and implement a public awareness program.
- f. Maintain records of and respond to public inquiries, telephone calls and complaints.
- g. Review construction pay requests for compliance with the intent of the plans and specifications and approved change orders.
- h. Review schedules submitted by the contractor.
- i. Review construction contract change requests and recommend appropriate action.
- j. Review claims and disputes and recommend necessary actions and provide expert witness services in legal matters for contractor claims.
- k. Provide constructability review of proposed plan revisions.
- l. Review shop drawings.
- m. Evaluate and recommend advanced construction contracts for clearing, grubbing, and removal of obstacles and buildings prior to construction contract award.
- n. Review construction inspection reports relating to contractors' performance and communicate with contractors regarding negative conformance to plan specifications, workmanship, if necessary.
- o. Maintain a system to track construction costs, schedules, production progress, materials, progress payments and cash flow.
- p. Coordinate interfaces between adjoining projects.
- q. Monitor construction contractors' quality control and quality assurance program.
- r. In the event of the need to revise contract drawings during construction, document the need for revision, transmit the original contract drawings to the EOR for revision, receive the revised originals from the EOR, and review the revisions on behalf of the County and issue copies of the revised plans to appropriate parties.
- s. Upon completion of a construction contract, monitor the preparation of as-built or record drawings and recommend approval of such record drawings to the County.

Construction Inspection Services

- a. Provide qualified technicians to perform construction inspection.

- b. Prepare daily inspection reports, materials reports and logbooks to document the project construction according to the requirements of the contract documents.
- c. Monitor the project safety and training.
- d. Coordinate, monitor and/or inspect utility relocation construction.
- e. Monitor relocation construction activities of utility or railroad companies where labor and materials are eligible for reimbursement and review invoices submitted by utility companies and recommend for payment.

CEI Consultant Management Services

- a. Administer, manage or monitor Construction Engineering & Inspection (CEI) consultant services and performance. In no way is this to be construed as replacing, superseding, supplementing, or complementing the direct observation of the construction contracts and/or activities by the CEI consultant.
- b. Serve as liaison between the County, CEI consultant, construction contractors and agencies to promote cooperation during the construction process.
- c. Monitor the approval of shop and erection drawings submitted by design consultants or contractors to require the timely processing by the Engineer of Record (EOR) and CEI consultant.
- d. Review CEI consultant recommend construction change orders and extra work orders and substantiation for the costs thereof.
- e. Review CEI consultant invoices and recommend for payment.

Traffic Operations Services

- a. Perform analysis and/or prepare reports for signal warrant studies, intersection analysis, arterial studies, vehicular counts, pedestrian counts, bicycle counts, delay studies, traffic conflict studies, lighting design analysis, lighting justification analysis, traffic conflict studies, safety, benefit-cost analysis, signal timing, speed studies, travel time and delay studies, no passing zone studies, accident records and studies, equipment inventories and sign inventories, etc.

Bridge Inspection and Maintenance Services

- a. Prepare or review bridge inspection reports and recommend corrective actions. When conditions warrant, prepare special analyses and documentation to correct identified deficiencies.
- b. Conduct load-rating analysis.
- c. Conduct scour analysis.
- d. Prepare and/or review construction documents and or work requests for bridge repair and maintenance contracts.
- e. Monitor bridge maintenance and/or repair activity for conformity with contract documents.
- f. Conduct bridge maintenance training for County personnel.
- g. Assist in maintaining the County Bridge Inventory.

- h. Provide professional technical support when necessary.

Roadway Inspection and Maintenance Services

- a. Perform roadway condition surveys, analyze results and report findings. When conditions warrant, develop repair strategies, analysis and documentation necessary to correct identified deficiencies.
- b. Collect data for input into the County's capital improvements inventory system or other inventories.

Roadway Permit Operations

- a. Review permit applications for work within County right-of-way including utility permits, drainage permits, driveway permits and other permit applications as requested by the County.
- b. Coordinate field reviews for permit applications.
- c. Implement other permit procedures requested by the County.

Stormwater Management Facility Operations

- a. Perform inspection and monitoring of surface water and storm water management systems in accordance with the water management district issued permit and/or pertinent rules and regulations, and prepare a baseline report, report identifying deficiencies, recommended corrective action and/or costs necessary to restore the non-functional or non-complying system(s).
- b. Perform inspection and monitoring of all specified stormwater conveyance systems including those that are interconnected with other municipal and/or private systems and those with outfall to the waters of the state, and prepare a baseline report, report identifying deficiencies, recommended corrective action and/or costs necessary to restore the non-functional or non-complying system(s).
- c. Perform inspection and monitoring of environmental mitigation facilities and prepare a baseline report, report identifying deficiencies, recommended corrective action and/or costs necessary to restore the non-functional or non-complying system(s).
- d. Administer, manage and/or coordinate corrective contracts or activities including, but not limited to, construction, planting, spraying, replanting or earthwork, etc.
- e. Perform monitoring and sampling as required or authorized by County.

Wetland Mitigation and Ecosystem Operations

- a. Perform inspection of County maintained wetlands for conformance with terms and conditions of permits issued by environmental agencies. If found to be deficient, prepare a report identifying deficiencies, recommended corrective action and costs necessary to restore the non-functional system(s).
- b. Perform environmental and other related functions required by the County.

National Pollutant Discharge Elimination Systems (NPDES) Operations

- a. Assist the County in compliance with the Federal Clean Water Act.
- b. Review stormwater pollution prevention plans for permitted construction activity within County right-of-way.
- c. Monitor and/or inspect stormwater pollution prevention measures for construction or maintenance activities including necessary sampling as specified by the conditions of the issued permit.
- d. Performing other related duties as requested.

Hazardous Material Operations

- a. Perform contamination investigations, records searches, assessments, and/or sampling for potential hazardous material contamination within County right-of-way and provide documentation requested by the County.
- b. Review proposals and recommendations for contamination remediation.
- c. Administer, manage, coordinate, monitor, supervise, inspect and/or sample contamination remediation contracts or activities. If found to be deficient, identify problems and provide recommendations to correct the deficiencies.

Emergency Response Operations

- a. Develop or review emergency contingency plans.
- b. Prepare an emergency response plan for roadway spills.
- c. Provide contract administration, management, professional support, supervision and/or inspection services for roadway emergencies (i.e.: spills, washouts, settlement, ground subsidence, structural failures, etc.).
- d. Provide contract administration, management, professional support, supervision and/or inspection services for debris removal.
- e. Assist the County in developing and/or performing Incident Management Program activities.
- f. Providing other related duties as authorized by staff.

SUBCONTRACTING

The GEC may be required to acquire and manage subcontract services to obtain supplemental support when the required services are not provided by design consultants or the GEC. Services assigned to subconsultants must be approved in advance by the County in accordance with this agreement. The subconsultants must be qualified by the County to perform all work assigned to them. In the event services of a subconsultant are authorized, the GEC shall obtain a schedule of rates, and the County shall review and must approve any rates to be paid to the subconsultant.

EXHIBIT "B"
PROFESSIONAL SERVICES FEE SCHEDULE

MASTER AGREEMENT						
Polk County						
RFP 06-092						
PBQD MANHOURLY RATES						
	Minimum 2006	Maximum 2006	Proposed 2006	Proposed 2006	Proposed 2006	
JOB CLASSIFICATION	Direct Labor	Direct Labor	Billing Rates	Billing Rates	Billing Rates	
	Rate, \$/hr	Rate, \$/hr	\$/hr Low	\$/hr High	\$/hr High	
			2.90 multiplier	2.90 multiplier	2.90 multiplier	
PRINCIPAL-IN-CHARGE, P.E./P.L.S.	\$62.55	\$83.40	\$181.40	\$241.86	\$241.86	
PROJECT MANAGER	\$47.81	\$59.43	\$138.65	\$172.35	\$172.35	
SENIOR ENGINEER	\$47.13	\$51.25	\$136.68	\$148.63	\$148.63	
DESIGN ENGINEER	\$35.00	\$45.34	\$101.50	\$131.49	\$131.49	
CONSTRUCTION ENGINEER	\$26.56	\$30.08	\$77.03	\$87.22	\$87.22	
ENVIRONMENTAL SCIENTIST	\$29.90	\$32.00	\$86.71	\$92.80	\$92.80	
STRUCTURAL ENGINEER	\$42.50	\$52.00	\$123.25	\$150.80	\$150.80	
SENIOR PLANNER	\$28.90	\$46.00	\$83.80	\$133.39	\$133.39	
PLANNER	\$20.52	\$30.77	\$59.50	\$89.25	\$89.25	
SR. TECH / SR. CADD	\$35.26	\$39.00	\$102.25	\$113.10	\$113.10	
TECHNICIAN/CADD	\$28.01	\$32.37	\$81.23	\$93.87	\$93.87	
INSPECTOR	\$20.05	\$26.56	\$58.14	\$77.03	\$77.03	

EXHIBIT "B"
PROFESSIONAL SERVICES FEE SCHEDULE

MASTER AGREEMENT

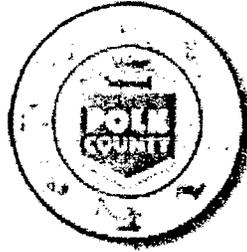
Polk County

RFP 06-092

PBQD MANHOURLY RATES - FOR IN-HOUSE SERVICES ONLY

	Minimum 2006	Maximum 2006	Proposed 2006	Proposed 2006
JOB CLASSIFICATION	Direct Labor	Direct Labor	Billing Rates	Billing Rates
	Rate, \$/hr	Rate, \$/hr	\$/hr Low	\$/hr High
			2.470272 multiplier	2.470272 multiplier
PRINCIPAL-IN-CHARGE, P.E./P.L.S.	\$62.55	\$83.40	\$154.52	\$206.02
PROJECT MANAGER	\$47.81	\$59.43	\$118.10	\$146.81
SENIOR ENGINEER	\$47.13	\$51.25	\$116.42	\$126.60
DESIGN ENGINEER	\$35.00	\$45.34	\$86.46	\$112.00
CONSTRUCTION ENGINEER	\$26.56	\$30.08	\$65.62	\$74.30
ENVIRONMENTAL SCIENTIST	\$29.90	\$32.00	\$73.86	\$79.05
STRUCTURAL ENGINEER	\$42.50	\$52.00	\$104.99	\$128.45
SENIOR PLANNER	\$28.90	\$46.00	\$71.39	\$113.62
PLANNER	\$20.52	\$30.77	\$50.68	\$76.02
SR. TECH / SR. CADD	\$35.26	\$39.00	\$87.10	\$96.34
TECHNICIAN/CADD	\$28.01	\$32.37	\$69.20	\$79.96
INSPECTOR	\$20.05	\$26.56	\$49.52	\$65.62

W. A. "Buddy" Storey, Jr.
 Director
 Purchasing Division



2470 Clower Lane
 Bartow, Florida 33830
 Phone: (863) 534-5610
 Fax: (863) 534-0055

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. Reproduction Cost		
A.	Regular Copying	
	Letter size documents	Single Side \$ 0.10/page Double Sided \$ 0.15/sheet
	Legal Size documents	\$ 0.10/page \$ 0.15/sheet
	11" X 17" documents	\$ 0.15/page \$ 0.20/sheet
	14" X 18" documents	\$ 0.25/page \$ 0.30/sheet
	Other Sizes	\$ 0.15/sq. ft.
	Color Reproductions, all sizes	\$ 1.00/page
B.	Plotter Prints – Paper (B/W Color)	
	Letter Size	\$ 1.00/page
	Legal Size	\$ 1.50/page
	11" X 17"	\$ 2.00/page
	24" X 36"	\$ 6.00/page
	Other Sizes	\$ 1.00/sq. ft.
C.	Plotter Prints – Mylar	
	Letter Size	\$ 3.00/page
	Legal Size	\$ 4.50/page
	11" X 17"	\$ 6.00/page
	24" X 36"	\$18.00/page
	Other Sizes	\$ 3.00/sq. ft.
D.	Plotter Prints – Vellum	
	Letter Size	\$ 2.00/page
	Legal Size	\$ 3.00/page
	11" X 17"	\$ 4.00/page
	24" X 36"	\$12.00/page
	Other Sizes	\$ 2.00/sq. ft.
E.	Blueline Prints 24"X36"	\$ 1.00/sheet
	Blueline Prints, other sizes	\$ 0.15/sq. ft.
F.	Reproduction Mylar	\$ 1.00/sq. ft.
	Reproduction – Presentation Dizado paper	\$ 1.00/sq. ft.
2. Facsimile (FAX) Costs		
A.	Local	Non-reimbursable
B.	Non-Local	\$ 0.50/page
3. Subcontractor Services		
		Actual Costs
4. Special Consultants		
		Actual costs

- | | | |
|---|--|------------------|
| 5. Telecommunications | | |
| A. Local | | Non-reimbursable |
| B. Non-Local | | Actual Costs |
| 6. Computer Services | | Non-reimbursable |
| 7. Travel Expenses | In accordance with Chapter 112.061, F.S. | |
| 8. Postage, Fed Express, UPS | | Actual Costs |
| 9. Computer Disk Copies, CD Rom, Tapes | | Actual Costs |
| 10. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | | Actual Costs |

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
11/01/2006

PRODUCER

Aon Risk Services, Inc. of New York
199 Water Street
New York, NY 10038
PHONE: 866-266-7475
FAX: 866-467-7847

Serial # 504344

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)
COMPANY B	
COMPANY C	TRANSPORTATION INSURANCE COMPANY (NAIC #20494)
COMPANY D	

INSURED

PARSONS BRINCKERHOFF
QUADE & DOUGLAS INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	GL 2077470945 GENERAL LIABILITY (A/S) GL 2077470959 GENERAL LIABILITY-STOP GAP	11/01/2006	11/01/2007	GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA 2077469066 COMMERCIAL AUTO BUA 2077469116 PD AUTO PHYSICAL DAMAGE \$500 DED COMP \$1,000 DED COLL	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
A A C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL THE PROPRIETOR PARTNER/EXECUTIVE OFFICERS ARE	WC 2077470876 AOS WC 2077470900 CA ONLY WC 2077470914 RETRO (OR.VA,WI)	11/01/2006 11/01/2006 11/01/2006	11/01/2007 11/01/2007 11/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

(PB #A) APPLICABLE TO ALL OPERATIONS OF THE INSURED. SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

Project Name: Polk County Master Agreement - GEC RFP-06-092

CERTIFICATE HOLDER

POLK COUNTY A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA
ATTN: AUDRY ARONEY REEVES
2470 CLOWER LANE
BARTOW, FLORIDA 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Karen A. Trezzo

10242936

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002543287-01

PRODUCER
MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A CONTINENTAL CASUALTY COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

J36157-QUADE-E&O-05-06

INSURED
PARSONS BRINCKERHOFF QUADE &
DOUGLAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES: This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$												
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$												
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> <td></td> </tr> <tr> <td>EL EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>EL DISEASE-POLICY LIMIT</td> <td></td> <td>\$</td> </tr> <tr> <td>EL DISEASE-EACH EMPLOYEE</td> <td></td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER		EL EACH ACCIDENT		\$	EL DISEASE-POLICY LIMIT		\$	EL DISEASE-EACH EMPLOYEE		\$
WC STATUTORY LIMITS	OTHER																
EL EACH ACCIDENT		\$															
EL DISEASE-POLICY LIMIT		\$															
EL DISEASE-EACH EMPLOYEE		\$															
A	PROFESSIONAL LIABILITY	EXN008232770	11/01/05	11/01/06	\$1,000,000 Per Claim \$1,000,000 Aggregate												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 PB #15590
 Project Name: Polk County Master Agreement RFP-06-092 NAIC #20443

CERTIFICATE HOLDER

Polk County a Political Subdivision
of the State of Florida
Attn: Audry Aroney Reeves
2470 Clower Lane
Bartow, FL 33830

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
 BY: Dennis M. Baez *Dennis Baez*
 MM1(3/02) VALID AS OF: 08/31/06

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
NYC-002577454-01

PRODUCER
MARSH USA, INC.
FINPRO
1166 AVENUE OF THE AMERICAS
38TH FLOOR
NEW YORK, NY 10036

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A ZURICH AMERICAN INSURANCE COMPANY
- COMPANY
B
- COMPANY
C
- COMPANY
D

J36157-QUADE-E&O-05-06

INSURED
PARSONS BRINCKERHOFF QUADE &
DOUGLAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 2
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE-POLICY LIMIT \$ EL DISEASE-EACH EMPLOYEE \$
A	OTHER PROFESSIONAL LIABILITY	EOC 5871036-04	11/01/06	11/01/07	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RFP-06-092
General Engineering Consulting for Transportation Engineering

NAIC #16535

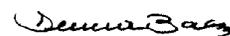
CERTIFICATE HOLDER

Polk County
Attn: Audry Aroney Reeves
A Political Subdivision of the State of Florida
2470 Clower Lane
Bartow, FL 33830

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.
BY: Dennis M. Baez



MM1(3/02)

VALID AS OF: 11/20/06

PRODUCER

AON Risk Services, Inc. of New York
199 Water Street
New York, NY 10038
PHONE: 866-266-7475
FAX: 866-467-7847

Serial # 506514

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	AMERICAN CASUALTY CO. OF READING PA (NAIC #20427)
COMPANY B	
COMPANY C	TRANSPORTATION INSURANCE COMPANY (NAIC #20494)
COMPANY D	

INSURED

PARSONS BRINCKERHOFF QUADE & DOUGLAS, INC.
ONE PENN PLAZA
NEW YORK, NY 10119

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GL 2077470945 GENERAL LIABILITY (A/S) GL 2077470959 GENERAL LIABILITY-STOP GAP	11/01/2006	11/01/2007	GENERAL AGGREGATE	\$ 5,000,000
					PRODUCTS - COM/OP AGG	\$ 5,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED EXP (Any one person)	\$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA 2077469066 COMMERCIAL AUTO BUA 2077469116 PD AUTO PHYSICAL DAMAGE \$500 DED COMP \$1,000 DED COLL	11/01/2006	11/01/2007	COMBINED SINGLE LIMIT	\$ 2,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
A A C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 2077470878 AOS WC 2077470900 CA ONLY WC 2077470914 RETRO (OR,VA,WI)	11/01/2006	11/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTH-ER
			11/01/2006	11/01/2007	EL EACH ACCIDENT	\$ 1,000,000
			11/01/2006	11/01/2007	EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 (PB # A) MASTER AGREEMENT RFP 06-092. POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA IS INCLUDED AS AN ADDITIONAL INSURED WITH RESPECT TO GENERAL AND AUTOMOBILE LIABILITY ARISING FROM THE WORK PERFORMED AS DESCRIBED IN RFP 06-092. GENERAL ENGINEERING CONSULTING FOR TRANSPORTATION ENGINEERING. THE GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES CONTAIN A WAIVER OF SUBROGATION AGAINST POLK COUNTY. 15 DAYS NOTICE OF NONPAYMENT, AS PER UNDERWRITERS APPROVAL.

CERTIFICATE HOLDER

POLK COUNTY
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ATTN: AUDRY ARONEY REEVES
2470 CLOWER LANE
BARTOW, FL 33830

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Harriet A. Trovato

10242936

MASTER CONSULTING AGREEMENT

#06-268

AMENDMENT NO. 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 PB Americas, Inc., a New York corporation, headquartered at One Penn Plaza, New York, New York, 10119 with its principal Florida office located at 5405 West Cypress Street, Tampa, Florida, 33607-1705 hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY and the CONSULTANT entered into an agreement dated December 6, 2006 for the purpose of providing management, technical, and engineering services for the County which is more fully set out in the scope of services included in that Agreement; and

WHEREAS, the scope of services under the Agreement allows for engineering personnel to support COUNTY staff for in-house services.

NOW, THEREFORE, the COUNTY and the CONSULTANT, hereby agree that Work Authorizations and issuance of purchase orders will be used for hiring engineering personnel for in-house services.

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed t-his amendment.

ATTEST: RICHARD M. WEISS, CLERK

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

BY: *Freida L. Wood*
DEPUTY CLERK

BY: *Sam Johnson*
CHAIRMAN
BOARD OF COUNTY COMMISSIONERS



DATE SIGNED BY CHAIRMAN 2/4/09
67

Reviewed as to form and legal sufficiency

Ellen F. [Signature] 04/22/09
County Attorney's Office Date

ATTEST:

PB Americas, Inc., a New York corporation

Thomas G. DeFries
ASSISTANT Corporate Secretary

BY: *Tracy Hood*
Authorized Corporate Officer or Individual

SEAL

Tracy A. Hood, P.E.
Printed or Typed Name of Signer

Local Business Executive
Printed or Typed Title of Signer

5405 West Cypress Avenue
Business Address

Tampa, FL 33607

813-289-5300
Telephone Number