PROFESSIONAL SERVICE AGREEMENT #2022-038 AMENDMENT #1

This AMENDMENT is made and entered into by and between, Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida 33830, and WSP USA Environment & Infrastructure, Inc., a Nevada corporation formerly known as Wood Environment & Infrastructure Solutions (the "Consultant"), headquartered at 1075 Big Shanty Road NW, Suite 100, Kennesaw, Georgia 30144, whose Federal Employer Identification Number is 91-1641772.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-38 dated May 17, 2022 (the "Agreement"), for the purpose of providing professional services in connection with Hamilton Road & Medulla Road Drainage Improvements, an American Rescue Plan funded project; and

WHEREAS, pursuant to the Scope of Services contained in the Agreement, the Consultant provides professional engineering services associated with the improvements to the drainage system at the intersection of Medulla Road and Hamilton Road at a not-to-exceed cost of \$118,330.00; and

WHEREAS, during the 30% design meeting it was brought to the Consultant's attention that two alternative alignments would be better considered over the alignment originally assumed in the original scope of services; and

WHEREAS, the parties now desire to amend the Agreement to incorporate and authorize a new scope of work for two alternative alignments to be considered to facilitate drainage improvements to the intersection of Medulla Road and Hamilton Road all as further set forth and described below.

NOW, THEREFORE, the County and the Consultant, hereby agree as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby amended to modify Exhibit "A-iii" Scope of Services and Compensation of the Agreement to include the additional services needed, which are more fully set forth and described in Attachment "A" of this Amendment, attached hereto and fully incorporated herein.

3. The Consultant shall complete all Services, including, without limitation those modified and additional services set forth in this Amendment by no later than December 1, 2026, unless otherwise approved by the County in its sole and absolute discretion.

4. The cost of the additional services, which is more fully set forth and described in Attachment "A" to this Amendment #1, shall be a not-to-exceed amount of \$73,300.00, for a total not-to-exceed cost of \$191,630.00.

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

THE REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1.

Attest: STACY BUTTERFIELD CLERK OF THE BOARD

POLK COUNTY, a political subdivision of the State of Florida

By:

Deputy Clerk

By:

George Lindsey III, Chairman, Board of County Commissioners

Date Approved by County:

Approved as to form and legal sufficiency: **County** Attorney

ATTEST:

By: PRINT NAME

TITLE

Date:

SEAL

WSP USA Environment & Infrastructure, Inc. a Nevada corporation

By:

PRINT NAME

TITLE

NEVADA

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9.20.21 MS

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ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY STATE OFCounty OF The foregoing instruments was acknowledged before me by means ofphysical presence or Online notarization this(Date) by(Name of officer or agent) as(title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and is personally known to me orhas producedas identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in
all respects. Subscribed and sworn to (or affirmed) before me this(Date)
(Official Notary Signature and Notary Seal)
Commission Number Commission Expiration Date
ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION STATE OF Florida County OF Miami-Dade
STATE OF <u>Florida</u> County OF <u>Miami-Dade</u> The foregoing instrument was acknowledged before me by means of physical presence or X
officer or agent) as Senior Vice President (title of officer or agent) of the Corporation
on benan of the Corporation, pursuant to the powers conferred upon him/her by the Corporation
He/sne personally appeared before me at the time of notarization and \mathbf{V} is personally known to
me or has produced personnaly known to me as identification and did certify to have
knowledge of the matters stated in the foregoing instrument and certified the same to be true in
all respects. Subscribed and sworn to (or affirmed) before me this <u>February 22, 2023</u> (Date)
Maggie Proenza-Kanakis
Commission Number <u>HH 336656</u> (Name of Notary typed, printed or stamped) Commission Number <u>HH 336656</u> Commission Expiration Date <u>03/20/2027</u>
ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL
STATE OF County OF
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this (Date) By
Online notarization this (Date) By
(Name of acknowledging) who personally appeared before me at the time of notarization, and is personally known to me or has produced as identification and did certify to
have knowledge of the matters in the foregoing instrument and certified the same to be true in all
respects. Subscribed and sworn to (or affirmed) before me this(Date)
(Official Notary Signature and Notary Seal)
(Name of Notary typed printed or stamped)
Commission Number Commission Expiration Date

ACKNOWLEDG	EMENT OF FIRM, IF A I	PARTNERSHIP	
STATE OF	County OF		
The foregoing instrument was acknow	wledged before me by me	ans of 🗌 physical presence or 🗌	
online notarization this	(Date) by	(Name of	
acknowledging partner or agent) on b	behalf of	a partnership	•
He/She personally appeared before m	he at the time of notarizati	on, and 🗌 is personally known t	0
me or has produced	as identifi	ication and did certify to have	
knowledge of the matters in the foreg	going instrument and certi	fied the same to be true in all	
respects. Subscribed and sworn to (or	r affirmed) before me this	(Date)
	(Official Notary S	Signature and Notary Seal)	
	(Name of Notary t	typed, printed or stamped)	
Commission Number	Commission Exp	biration Date	

CONTRACT 2022-038 EXHIBIT A FOR ADDITIONAL SERVICES #01 SCOPE OF SERVICES FOR HAMILTON ROAD & MEDULLA ROAD DRAINAGE IMPROVEMENTS

WSP USA Environment & Infrastructure, Inc. (WSP) is pleased to submit this additional services proposal to the Polk County Roads and Drainage Division (County) for Professional Engineering Services associated with the Hamilton Road & Medulla Road Drainage Improvements project. This proposal provides an overview of the professional engineering services to be provided by WSP.

GENERAL PROJECT INFORMATION

The County contracted WSP to complete drainage improvements wholly funded by the U.S. Department of Treasury (USDT) through the American Rescue Plan Act (ARP) and State and Local Fiscal Recovery Funds (SLRF). The County issued PO #22204207 to WSP on June 2, 2022, for the original scope of services. During the 30% design meeting, it was brought to WSP's attention that two alternative alignments would be better considered over the alignment originally assumed in the approved scope. These alignments were not included in the original scope of services. The following describes in detail the additional services proposed under this scope of work.

I. <u>SCOPE OF SERVICES</u>

The following presents the specific tasks which will be performed as part of this Scope of Services. The professional services provided will be for the two new alignments to be considered to facilitate drainage improvements to the intersection of Medulla Road and Hamilton Road. The two alignments are shown in **Figure 1**. Drainage improvements may include a ditch or pipe system in a shared easement for the alternative of taking drainage to the south through the County-approved Morgan Creek Reserve PUD (Alt. 2). The drainage improvements for the westerly directed outfall to English Creek will likely require a storm sewer trunkline with manholes and drainage inlets as appropriate (Alt. 1). The following is a detailed outline of the Scope of Services for this project that will supplement the previously approved work scope:

Task 1: Project Management & Data Gathering

A. Project Management

The WSP Project Manager will coordinate all tasks to be completed as part of the project. Monthly project status reports will accompany invoices describing work completed in the current invoice period. The Project Manager will respond to County inquiries regarding the scope, schedule, and budget. The Project Manager will attend deliverable review meetings with the County and address comments associated with the deliverables. **FIGURE 1**



B. Data Gathering

WSP has acquired the following resources that will be used for the purposes stated:

RESOURCE	SOURCE	USE
C.O.L. Water Main Extension Plans (03/2021)	City of Lakeland	DWG file would allow WSP to avoid additional survey efforts to the west.
Polk County Survey of Medulla (01/2019)	Polk County	DWG file in hand. Can supplement the C.O.L. survey as appropriate.
Morgan Creek Reserve Tract E (02/2022)	Absolute Engineering/	WSP assumes that the County/Absolute Engineering will provide a DWG file of the Morgan Creek Reserve Tract E proposed improvements in the concept pipe alignment to WSP. This would allow WSP to avoid additional survey efforts to the south along Hamilton Road.
English Creek/Alafia River ICPR Model (2015 source/2019 converted from SWMM to ICPR3)	Hillsborough County	WSP will use this regional model to help with permitting efforts since avoidance of downstream impacts must be confirmed.

The use of the above resources will aid WSP in developing the alternatives for assessment and comparison so that Polk County can have sufficient information to make an informed decision on what alternative is the most cost- and performance-effective for implementation.

Task 2:Surveying Services

Available resources, as noted above, will be implemented to allow for the preliminary design of the alternatives. Upon Polk County's selection of an alternative, WSP will review any remaining surveying needs, including subsurface utility engineering, against the previously approved scope and budget and determine if a supplemental survey scope is required.

Task 3:Geotechnical Services

Upon Polk County's selection of an alternative, WSP will review any remaining geotechnical needs against the previously approved scope and budget and determine if a supplemental geotechnical investigation scope is required.

Task 4:Drainage & Roadway Design

A. Field Investigation

WSP will evaluate the surveys noted in Task 1 and will conduct a field investigation to verify that required roadway and drainage features are included in the survey(s). As noted in Task 2, should the alignment of the selected alternative require additional survey information, WSP will notify the County.

B. <u>Hydrologic and Hydraulic Analysis</u>

WSP will need to assess conditions along English Creek both at the Medulla Road crossing and south of the planned Morgan Creek Preserve for the existing and proposed conditions to verify that no offsite impacts will occur as a result of the drainage improvement project. This will require that WSP model a sufficient portion of English Creek to make an acceptable assessment of any change in flood elevations of the receiving system. WSP has obtained a version of Hillsborough County's SWMM model for the Alafia River converted to ICPR. This model will be reduced to the limits of English Creek (for model run time efficiencies), and appropriate boundary conditions will be obtained. The analysis will include updating this drainage model to include local details as provided by the site survey(s). The model will then be run to simulate existing flooding conditions under the two alternative improvement conditions. The proposed condition flooding limits will be identified for comparison. Recommendations will be made for the alternative that best improves the project area drainage level of service with no adverse offsite impacts. The current draft drainage design report prepared under the 30% concept design will be modified with this additional information.

The analysis will include the existing and proposed conditions model for the mean annual (2.33-year), 10-year, 25-year, 50-year, and 100-year, 24-hour design storm events.

We have also scoped an additional field visit and follow-up desktop work for environmental staff due to the addition of jurisdictional areas at the alternative site locations.

The proposed conditions model will be updated as necessary to reflect design changes as a result of the 60% Construction Plan reviews (of the County-selected alternative). The results will be summarized in the drainage design report.

Task 5: Construction Plans

A. <u>30% Construction Plans</u>

WSP will use the surveys noted above as a base for a preliminary construction plan set for each of the two alternatives. The plan sets will be developed for the project to include improvements to the drainage system at the intersection of Medulla Road and Hamilton Road and the associated outfall system. Plans will have sufficient information to visually depict the required infrastructure improvements for each alternative and to allow for a planning-level engineer's opinion of the construction cost estimate for each alternative. These preliminary engineering products will give Polk County the necessary information to make an informed decision on the desired alternative.

The 30% Construction Plans will include the following information:

- Key Map sheet;
- Typical Section sheets; and
- Plan Sheets (1" =40').

WSP will provide the County with an electronic copy of the plans in 11" x 17" format. The WSP Project Manager will meet with County staff to review the 30% plans, and design report, and to discuss any design issues, and any County comments on the 30% package. The County will determine which alternative will be pursued for final design and permitting at this time.

After the review meeting, WSP will incorporate design changes as a result of the meeting into the preliminary plans of the selected alternative. The plans will be sent to utility owners listed for the project area in the Sunshine One database.

B. <u>60% Construction Plans</u>

The Construction Plans will be updated to add the information obtained from the utility owners to avoid conflicts with existing utilities if possible. If it is not possible to avoid an existing utility, WSP will work with the County and the utility owner to ensure that the utility owner's relocation plan is acceptable to the County.

WSP will advance the 30% Construction Plans to 60% by adding the following information:

- Modify the Key Map sheet in the Final Plan Set;
- Add a Tabulation of Quantities sheet for all construction elements;
- Update the Typical Section sheets, as necessary;
- Add a General Notes sheet;
- Update Plan sheets to add profiles (1" =40' Horiz; 1" = 4' Vert);
- Add Drainage Structure Cross Sections sheets (1" =20' Horiz; 1" = 10' Vert);
- Add Cross Section sheets (1" =20' Horiz; 1" = 10' Vert);

- Add Driveway Cross Section sheets (1" =20' Horiz; 1" = 10' Vert); and
- Add the Utility Adjustment sheet.

WSP will provide the County with an electronic copy of the plans in 11" x 17". The WSP Project Manager will meet with County staff to review the 60% plans and discuss design issues and any comments of the County.

C. <u>90% (Permitting) Construction Plans</u>

The Construction Plans will be updated to add the relocation plans from utility owners. WSP will also incorporate comments from the County review of the 60% Construction Plans.

WSP will advance the 60% Construction Plans to 90% by adding the following information:

- Update the Key Map sheet, as necessary;
- Update the Tabulation of Quantities sheet, as necessary;
- Update the Typical Section sheets, as necessary;
- Update the General Notes sheet, as necessary;
- Update Plan and Profile sheets, as necessary;
- Update the Drainage Structure Cross Sections sheets, as necessary;
- Update the Cross-Section sheets, as necessary;
- Add Signing & Pavement Marking Plans sheets (1" =40');
- Update the Driveway Cross Section sheet, as necessary;
- Update the Utility Adjustment sheet, as necessary; and
- Add a Stormwater Pollution Prevention sheet.

WSP will provide the County with an electronic copy of the plans in 11" x 17" format. The WSP Project Manager will meet with County staff to review the 90% plans and discuss any design issues, and any comments of the County.

D. Final Construction Plans

The Construction Plans will be updated to incorporate any changes required by the permitting agency (if any). WSP will also incorporate comments from the County review of the 90% Construction Plans.

WSP will advance the 90% Construction Plans to Final Construction Plans by updating the following information:

- Key Map sheet;
- Tabulation of Quantities sheet;
- Typical Section sheets;
- General Notes sheet;
- Plan and Profile sheets;
- Drainage Structure Cross Sections sheets;

- Cross Section sheets;
- Signing & Pavement Marking Plans sheets;
- Driveway Cross Section sheets;
- Utility Adjustment sheet; and
- Stormwater Pollution Prevention sheet.

WSP will provide the County with an electronic copy of the plans in both 11" x 17" formats. The WSP Project Manager will meet with County staff to review the Final Construction Plans and discuss any final comments that the County may have. Once final comments are incorporated, WSP will provide the County with a PDF electronic copy of signed & sealed plans stamped "For Bidding Purposes Only" in 11" x 17", and project AutoCAD files.

Task 6: Permitting

WSP will perform permitting services under the original contracted permitting scope. Depending on the selected alternative, should effort beyond the original scoped effort be required, WSP will notify the County. The wetland jurisdictional line delineated in any of the above-referenced supplemental surveys shall be used for permitting purposes, as appropriate.

Task 7: Bid & Construction Support

WSP will perform bid and construction support services as detailed under the original contracted scope.

II. <u>COMPENSATION</u>

WSP will be paid in accordance with **Exhibit B**. The project will be invoiced monthly based on the effort completed for each task. The total amount invoiced for all tasks will not exceed the not-to-exceed price of **\$73,330.00** for services to be provided by WSP under this CSA.

The Terms and Conditions of the Professional Services Agreement for Hamilton Road & Medulla Road Drainage Improvements between Polk County and WSP USA Environment & Infrastructure, Inc. (Wood) dated May 17, 2022, are incorporated by reference.

III. COUNTY'S RESPONSIBILITIES

The County will provide the following information to WSP and perform the following services related to the project:

• Provide plan reviews for each stage of the design and a review meeting within 10 business days of submittal.

IV. <u>DELIVERABLES</u>

WSP will provide the County with the following deliverables:

- An electronic deliverable of the Final Drainage Design Report (Task 4).
- An electronic deliverable of the 30% Construction Plans (Task 5A).

- An electronic deliverable of the 60% Construction Plans (Task 5B).
- An electronic deliverable of the 90% Construction Plans (Task 5C).
- An electronic deliverable of the Final Construction Plans Bid Set (Task 5D).
- An electronic deliverable of the final AutoCAD files (Task 5D).
- An electronic deliverable of the SWFWMD Permit Application (Task 6).
- An electronic deliverable of the FDEP Permit Application (Task 6).

V. <u>PERIOD OF SERVICE</u>

WSP will commence work upon receipt of an executed copy of this CSA, which constitutes a notice to proceed (NTP). The Project is estimated to be completed within a total of 210 calendar days from the Notice to Proceed but shall extend through construction. This estimated schedule may require adjustment based on the County and SWFWMD review duration.

VI. <u>SCHEDULE</u>

WSP anticipates the following schedule for this project. Please note that County comment periods within each task are estimated.

TASK	ESTIMATED DURATION (TIME TO COMPLETE FROM NTP)
Task 1: Project Management & Data Gathering	Project Duration
Task 4: Drainage Report	9 weeks
Task 5A: 30% Construction Plans	10 weeks
Task 5B: 60% Construction Plans	18 weeks
Task 5C: 90% Construction Plans	21 weeks
Task 5D: Final Construction Plans	29 weeks
Task 6: Permitting	30 weeks
Task 7: Bid & Construction Support	Per County Schedule
TOTAL	30 weeks plus Construction

We are prepared to begin immediately upon receipt of the Notice to Proceed. Please feel free to contact our office at 863.667.2345 to discuss any questions that you might have.

Sincerely, WSP USA Environment & Infrastructure, Inc.

David W. Butcher, P.E., LEED AP Sr. Project Manager

DWB/CM/tjm

Christine Mehle, P.E. Service Line Lead

Project Name	Hamilton/Medulla Drainage
Project Number	600821.3
Date	11/22/2022
Preparer	David Butcher/Tim Kelly
Rate Schedule	Per list Rates in Budget Sheet
CSA Number	TBD
P.O. Number	TBD

Task	Wood Fees	ŝ	Subcontractor Fees	Permit Fees		Permit Fees Permit Advertising		Totals	
Task 1: PM & Data Gathering	\$ 8,014.00	\$	-	\$	-	\$	-	\$	8,014.00
Task 2: Geotechnical	\$ -	\$	-	\$	-	\$	-	\$	-
Task 3: Utility Survey & SUE	\$ -	\$	-	\$	-	\$	-	\$	-
Task 4: Drainage Design	\$ 28,600.00	\$	-	\$	-	\$	-	\$	28,600.00
Task 5: Construction Plans	\$ 36,716.00	\$	-	\$	-	\$	-	\$	36,716.00
Task 6: Permitting	\$ -	\$	-	\$	-	\$	-	\$	-
Task 7: Bid & Construct Suppor	\$ -	\$	-	\$	-	\$	-	\$	-
Total	\$ 73,330.00	\$	-	\$	-	\$	-	\$	73,330.00

TASK	ACTIVITY	LABOR	PERMIT FEES	VEHICLES	LAB TESTS (in-house)	SUBCONTRACTOR	TOTALS	
	Project Management	\$ 2,080.00	\$ -	\$-	\$-	\$-	\$ 2,080.00	
	Drainage Report	\$ 740.00		\$-	\$-	\$-	\$ 740.00	
	30% Plans	\$ 956.00		\$ 120.00	\$ -	\$ -	\$ 1,076.00	
Task 1: PM & Data Gathering	60% Plans	\$ 956.00	\$-	\$ 120.00	\$	\$-	\$ 1,076.00	
	90% Plans	\$ 956.00	\$-	\$ 120.00	\$ -	\$ -	\$ 1,076.00	
	Pre-App Meetings	\$ 890.00		\$ -	\$ -	\$ -	\$ 890.00	
	Final Plans	\$ 956.00	\$-	\$ 120.00	\$		\$ 1,076.00	
Task 1 Totals		\$ 7,534.00	\$ -	\$ 480.00	\$-	\$-	\$ 8,014.00	
Task 2: Geotechnical	Field Investigation	\$-	\$-	\$ -	\$ -	\$ -	\$ -	
Task 2. Geolecimical	Technical Memorandum	\$-	\$ -	\$ -	\$-		\$ -	
Task 2 Totals		\$-	\$ -	\$-	\$ -	\$ -	\$ -	
Task 3: Utility Survey & SUE	Field Work	\$-	\$ -	\$-	\$-	\$-	\$-	
Task 5: Otility Survey & SOE	CAD Deliverable	\$-	s -	\$-	\$ -	\$-	\$ -	
Task 3 Totals		\$-	\$ -	\$ -	\$ -	\$ -	\$ -	
	Field Investigation	\$ 3,900.00	s -	\$ 480.00	\$-	\$-	\$ 4,380.00	
	GIS Mapping	\$ 3,410.00	\$ -	\$ -	\$ -	\$-	\$ 3,410.00	
Task 4: Drainage Design	Existing Conditions	\$ 8,310.00	\$ -	\$ -	\$ -	\$-	\$ 8,310.00	
	Proposed Conditions	\$ 5,370.00	s -	s -	\$ -	\$ -	\$ 5,370.00	
	Drainage Report	\$ 7,130.00	s -	s -	\$ -	s -	\$ 7,130.00	
Task 4 Totals		\$ 28,120.00	\$ -	\$ 480.00	\$ -	\$ -	\$ 28,600.00	
	30% Plans	\$ 7.474.00	s -	s -	\$ -	s -	\$ 7.474.00	
Task 5: Construction Plans	60% Plans	\$ 14,340.00	s -	\$ -	\$ -	\$ -	\$ 14,340.00	
Task 5: Construction Plans	90% Plans	\$ 10,020.00		\$ -	\$ -	\$ -	\$ 10,020.00	
	Final Plans	\$ 4,882.00	s -	s -	\$ -	\$ -	\$ 4,882.00	
Task 5 Totals		\$ 36,716.00	\$ -	\$ -	\$ -	\$ -	\$ 36,716.00	
	SWFWMD Pre-App Meeting	\$ -	s -	s -	\$ -	\$ -	\$ -	
Task 6: Permitting	SWFWMD Application	\$ -	s -	s -	\$ -	\$ -	\$ -	
	Permit RAI's	\$ -	s -	\$ -	\$ -	\$ -	\$ -	
Task 6 Totals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Took 7. Bid & Construct Surger	Bid Support	\$-	s -	\$ -	\$ -	\$-	\$ -	
Task 7: Bid & Construct Support	Construction Support	\$ -	s -	\$ -	\$ -	\$ -	\$ -	
Task 7 Totals		\$ -	\$ -	\$-	\$ -	\$ -	\$ -	
Project Totals		\$ 72,370.00	\$-	\$ 960.00	\$ -	\$ -	\$ 73,330.00	