

MASTER CONSULTANT AGREEMENT
#2022-083
AMENDMENT #1

This Amendment #1, effective as of the date executed by the County, is hereby entered into by Polk County, a political subdivision of the State of Florida (the "County") situated at 330 West Church Street, Bartow, Florida, 33830, hereinafter referred to as the County, and Burgess & Niple, Inc. (the "Consultant"), an Ohio Corporation, located at 1511 N. Westshore Boulevard, Suite 500, Tampa, FL 33607.

WITNESSETH:

WHEREAS, the County and the Consultant entered into a Master Consultant Agreement dated October 4, 2022 (the "Agreement") for the purpose of providing professional services in connection with the performance of certain professional consultants for a wide range of technical, engineering, scientific, and architectural services for the planning, design, construction, operation, monitoring and maintenance of the roadway network which is more fully set out in the Scope of Services; and

WHEREAS, pursuant to Section 3.1.2 of the Agreement, the Consultant may request the County approve the Consultant's proposed adjustment to the amounts stated on the Fee Schedule; and

WHEREAS, the Consultant requested and the County has agreed to an adjusted Fee Schedule attached as Exhibit "B-2", which shall operate prospectively only and shall not alter fee schedules for Consultant Services Authorizations in effect at the time of the amendment; and

WHEREAS, pursuant to Section 22.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant, hereby agree to the following:

1. Exhibit "B", Fee Schedule of the Agreement is hereby revised and replaced in its entirety with the adjusted Fee Schedule attached hereto as Exhibit "B-2".
2. The Agreement, as amended by this Amendment #1, continues in full force and effect.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Martha Snatiago, Ed. D., Chair
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Wilson 7/31/2026
County Attorney's Office Date

Burgess & Niple, Inc.
a Ohio corporation

By: _____

PRINT NAME

District Director

TITLE

Date: August 5, 2026

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Angelo Belluccia
(Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Burgess & Niple

NONGOVERNMENTAL ENTITY

SIGNATURE

Angelo Belluccia

PRINT NAME

District Director

TITLE

August 5, 2026

DATE

BURGESS & NIPLE

Memorandum

1511 N. Westshore Boulevard | Suite 500 | Tampa, FL 33607 | 813.962.8689

To: Conner Updike, P.E.
From: Burgess and Niple, Inc.
Subject: 2022-083 (RFP 22-242)

Date: July 15, 2026

Exhibit B-2 - Schedule of Rate Values

Staff Classification	Hourly Loaded Rate
Chief Designer	\$222.29
Chief Engineer 1	\$291.44
Chief Engineer 2	\$352.92
Engineer 1	\$191.00
Engineer 2	\$239.20
Engineering Intern	\$137.25
Principal Engineer	\$389.48
Project Manager 1	\$223.43
Project Manager 2	\$281.84
Secretary/Clerical	\$158.41
Senior Designer	\$222.21
Senior Engineer 1	\$273.51
Transportation Data Analyst	\$128.34
Transportation Data Scientist	\$201.78

MULTIPLIER = 3.27

Sincerely,



John Kilgore, P.E.
Vice-President