

PROFESSIONAL SERVICE AGREEMENT
#2022-018
AMENDMENT #3

This AMENDMENT is made and entered into, effective as of the date last executed, 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 Stantec Consulting Services, Inc. (“SCSI”) (the “Consultant”), a New York corporation, located at 400-10220 103 Avenue Northwest, Edmonton, Alberta, Canada T5J0K4, whose Federal Employer Identification number is 11-216170.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2022-018 dated April 5, 2022 (the “Agreement”), for the purpose of providing professional services in connection with the Imperial Lakes Boulevard Drainage Improvement project – phase 1, which evaluated two different alternatives for mitigating the existing flooding conditions. Services for phase 1 include surveying, subsurface utility engineering, preliminary engineering and design, environmental engineering, geotechnical analysis, and stormwater modeling; and

WHEREAS, Amendment 2 modified the scope of work to add phase 2 for design services for a stormwater management facility, storm sewer and modification to Imperial Lakes Blvd. profile at a low area. The design services included roadway design, stormwater management facility, storm sewer design, hydrology and hydraulic modeling, utility coordination, environmental services, geotechnical survey, permitting and limited bidding assistance; and

WHEREAS, during phase 2 services it has been determined that additional subsurface utility surveying work needs to be performed along Imperial Lakes Blvd. adjacent to the project. The County now wishes to engage the Consultant to provide subsurface utility services and as a result, an additional scope of services and compensation is needed; and

WHEREAS, pursuant to Section 16.0 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 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 cost of the additional subsurface utility services, which is more fully set forth and described in Attachment “A” to this Amendment 3, shall be a not-to-exceed amount of \$12,750.00. Accordingly, the total Agreement amount shall be increased from the prior not-to-exceed amount of \$441,088.00, as authorized by Amendment 2 to the new not-to-exceed amount

of \$453,838.00.

4. The Agreement, as amended by this Amendment 3, continues in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 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

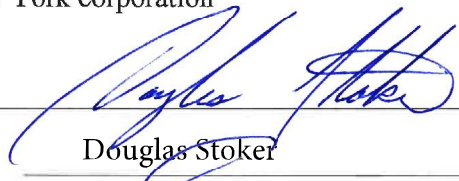
By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B. Howell 6/19/24
County Attorney's Office Date

Stantec Consulting Services, Inc.
a New York corporation

By: 
Douglas Stoker
PRINT NAME

Senior Principal

TITLE

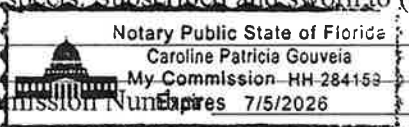
Date: 25 June 2024

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
The foregoing instruments was acknowledged before me by means of physical 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 or has produced _____ 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 _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Pinellas
The foregoing instrument was acknowledged before me by means of physical presence or online notarization this June 25, 2024 (Date) by Doug Stoker (Name of officer or agent) as Senior Principal (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her 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 in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this June 25, 2024 (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
Commission Number Expires 7/5/2026 Commission Expiration Date 7/5/2026



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 _____ (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 _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (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 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 _____

Attachment A

SCOPE OF SERVICES

**Phase 2 Engineering Services
For
Imperial Lakes Boulevard Drainage Improvement Project**

Addendum for S.U.E Services

County PID: 5400208



Prepared for:

**Polk County
Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880**

Prepared by:



**380 Park Place Blvd., Suite 300
Clearwater, Florida 33759**

May 20, 2024

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PHASE II SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between Polk County (hereinafter referred to as the COUNTY) and Stantec Consulting Services, Inc. (Hereinafter referred to as the CONSULTANT) relative to the Preliminary Engineering Report described as follow:

I. PROJECT TITLE

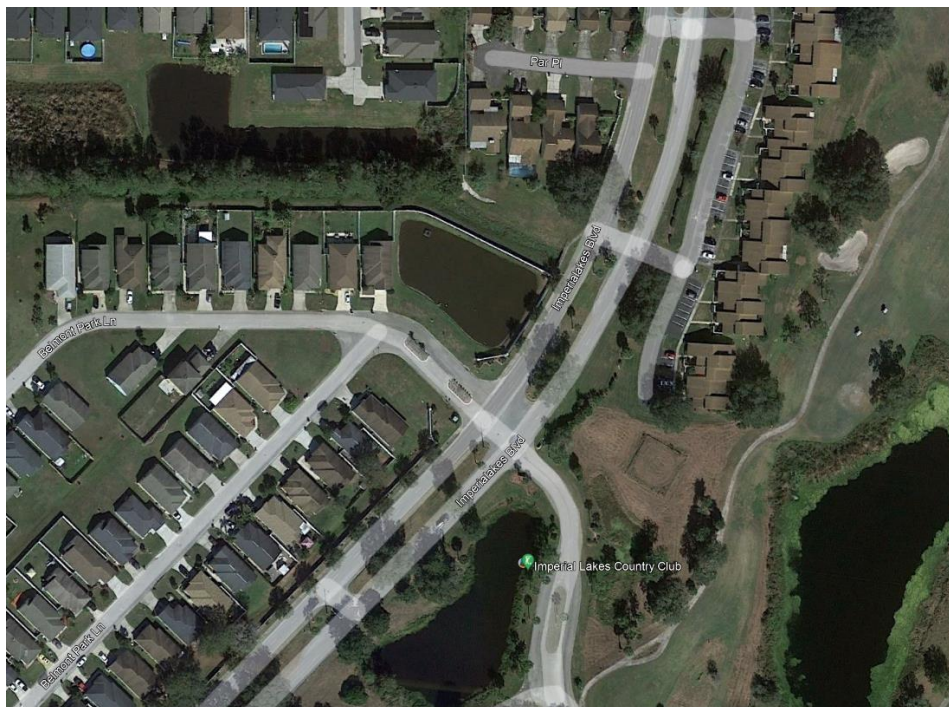
Professional Engineering Services for Phase 2 of the Imperial Lakes Blvd. Drainage Improvement Project. Roadway Drainage Improvements Design Services - PID 5400208.

II. OBJECTIVE

The overall objective of the design services is to eliminate the flooding of Imperial Lakes Blvd. at the low area north of Country Club Lane. Design services shall include a stormwater management facility, storm sewer and modification to Imperial Lakes Blvd. profile at the low area at the existing cross drain located north of Country Club Lane. The design services will include roadway, stormwater management facility, storm sewer, hydrology and hydraulic modeling, utility coordination, environmental services, geotechnical, survey, permitting and limited bidding assistance.

III. PROJECT DESCRIPTION

The COUNTY has identified Imperial Lakes Blvd. Drainage Improvement Project, which floods at the golf course drainage outfall located between Belmont Park Lane and Par Place. Imperial Lakes Blvd. is the only entrance to the neighborhood and during intense rainfall, residents and emergency management personnel can't access the area. The County is currently evaluating improvements to improve the flood protection level of service for roadway.



Project Location Map

The COUNTY has requested the CONSULTANT to deliver an engineering designed stormwater management facility and modification to the existing roadway profile to eliminate flooding of Imperial Lakes Blvd. up to 100-year, 24-hour storm event. Efforts shall includes:

- Hydrology and hydraulic modeling
- Design Stormwater Management Facility within parcels 021020 and 021030 (COUNTY planning to acquire these two parcels) to lower the flood stage.
- Raise the roadway profile to above the flood elevation and compensate for any floodplain impacts.
- Evaluate a potential land swape of the portion of parcel 021030 with parcel 012020 to improve the stormwater storage capacity in the Project vicinity.

IV. PROJECT SCOPE OF WORK

Task 1: General Task (No Change)

Specification Package Preparation: The CONSULTANT will assist the COUNTY in preparation of a complete specifications package. The CONSULTANT will provide all applicable Technical Special Provisions and review of all required COUNTY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT will utilize the appropriate COUNTY and approved pay item structure.

Technical Meetings: The CONSULTANT shall attend technical meetings necessary to execute the Scope of Services of this contract. The CONSULTANT shall prepare, and submit to the COUNTY's Project Manager for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY's Design Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all surveys, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s) under this contract. The plan shall also include subcontractor and subconsultant reviews, response to comments and any resolution meetings if required, preparation of submittals for review, and other tasks as needed.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications, and/or other products and services.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

The CONSULTANT will provide project management, attend all meetings for design, utility coordination, environmental permitting and assist COUNTY during bidding phase.

Task 2: Design Services

A. Hydrologic and Hydraulic Analyses (No Change)

The CONSULTANT will conduct hydrologic and hydraulic analysis to eliminate flooding of the Imperial Lakes Blvd. which could be by accomplished by a combination of the proposed Stormwater Management Facility to lower the flood stage and raising the roadway profile to above the proposed 100-year, 24-hour flood stage.

CONSULTANT will prepare a post-development H&H model that will incorporate the proposed stormwater management facility and conveyance features. The design will utilize the parcels identified by the COUNTY and existing Rights of way. The model will be used to simulate a range design storm events (2.33-, 10-, 25-, and 100-year/24-hour). CONSULTANT will provide a summary table comparing pre-development peak stages to post-development peak stages.

B. Roadway (No Change)

The CONSULTANT shall prepare, document, design, and analyze roadway plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Pavement Design: The CONSULTANT shall prepare a pavement design for reconstruction of the roadway and the milling and resurfacing of the existing roadway where feasible. The CONSULTANT shall also evaluate the pavement condition both visually and through pavement cores to determine any deficiencies in the asphalt and/or roadway base. The CONSULTANT shall provide recommendations for correcting any such deficiencies.

Horizontal/Vertical Master Design Files: The CONSULTANT shall design the geometrics using the design standards that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, access management, right of way, and scope of work.

At a minimum, the Florida Greenbook Standards (2018) must be met.

Cross Section Design Files: The CONSULTANT must establish and develop cross section design files in accordance with the COUNTY Civil 3D CADD manual and FDOT Design Manual. Cross sections shall be provided at 50-foot intervals and driveway connections.

Driveway Harmonization: The CONSULTANT shall develop half sections at the modified driveways to ensure the driveway connection can meet FDOT Design Standards and tie into the existing ground at the right-of-way.

Temporary Traffic Control Plan Analysis: The CONSULTANT must design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include the following:

- General Notes to provide requirements for allowable lane closure times, limitations for working hours, specify requirements for work zone signs and traffic control devices by making reference to the appropriate FDOT Standard Indexes, contractor's requirements to accommodate ingress and egress to existing property owners and businesses, and maintenance of drainage requirements, use of lane shifts, temporary asphalt, etc.
- Consideration of the impact any lane closures may have on the area and alternate routes and need for any potential detours. Diligence shall be used to minimize negative impacts by use of appropriate specifications, recommendations, or plans development.
- Phasing Notes to describe the recommended phasing to accomplish the work (i.e.,

milling and resurfacing, sidewalk and driveway construction, and final pavement markings).

- Typical Sections for Temporary Traffic Control for each phase of work that cannot be covered by the FDOT Standard Index.

Signing & Pavement Marking: The CONSULTANT shall analyze and document Signing and Pavement Marking tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall prepare the Signing & Pavement Marking Design file to include all necessary design elements and all associated reference files including signs beyond the project limits that may require adjustment.

Design Report: The Design Report is to include written documentation to describe all decisions, assumptions and recommendations to develop the design for the project and include specific design criteria, all design notes, data, and calculations to document the design conclusions reached during the development of the project.

The design notes, data, and computations shall be recorded, fully titled, numbered, dated, indexed and designed by the designer and the checker. The data shall be submitted in electronic form as a PDF document.

Engineer's Estimate & Quantities: The CONSULTANT shall prepare an estimate of probable construction costs for the design. The CONSULTANT shall utilize COUNTY unit cost data where applicable, and FDOT Historical Cost Information whenever COUNTY unit costs are not available.

The CONSULTANT shall prepare bid quantities that include all bid items, which comprise the project design. Bid items must include reference to applicable COUNTY & FDOT Measurement and Payment items. Bid proposal sheets to be included in the contract documents will be prepared by the COUNTY based on the CONSULTANT'S quantities.

Estimated bid quantities and opinion of probable cost will be submitted with each phase submittal. Final bid quantities and opinion of probable cost will be submitted with 100% phase submittal.

Roadway Field Reviews: The CONSULTANT will conduct field reviews to appropriately design the project.

C. Drainage (No Change)

Plans for the construction of the drainage facilities for the project will include:

- a. Stormwater collection system design including a hydraulic analysis using FDOT storm tabulation forms. The recommended culvert sizes will be determined based upon the minimum hydraulic structure, length, safety, maintenance and constructability.
- b. Storm sewer system plans and longitudinal profiles drawn on roadway plan and profile sheets. (Lateral pipe profiles will not be prepared.)
- c. Stormwater management facility plan, typical sections and outfall structure detail sheets.
- d. Drainage Map at a 1"=200' scale. Drainage maps will show the drainage structures, drainage basins, and drainage patterns for on-site and off-site flows.
- e. Drainage Structure Section
- f. Miscellaneous Detail sheets
- g. Requirements for drainage system right-of-way and permanent drainage easements.

- h. Summary of Drainage Structures and
- i. Summary of Quantities Sheet.

D. Environmental Services (No Change)

CONSULTANT will provide the following environmental services in support of obtaining the required permits to construct the drainage improvements.

Wetland Delineation/Seasonal High Water Determination: CONSULTANT will establish the wetland and other surface water boundaries for the project area in support of the permit applications. The wetland boundaries will be approved as part of the Environmental Resource Permit (ERP) approval review process and will include the following tasks.

- CONSULTANT environmental scientists will flag the landward limits of all wetlands and other surface water (OSW) features located within the project area per the Chapter 62-340 FAC wetland delineation methodology. This boundary will be acceptable to state and federal wetland regulatory agencies.
- CONSULTANT will mark the season high water (SHW) and normal pool (NP) elevation for each wetland and OSW located within the project area as appropriate.
- CONSULTANT staff will meet on-site with staff of the Southwest Florida Water Management (SWFWMD) and/or Florida Department of Environmental Protection (FDEP) for their review and approval of the field delineated wetland boundary and SHW/NP elevations.
- CONSULTANT will prepare a sketch of the field approved wetland boundary flag locations and transmit the sketch to the project surveyor.
- The location of the wetland boundary flags will need to be located by the project surveyor and shown on the project construction plans.

General Listed Species Survey and 100% Gopher Tortoise Survey: CONSULTANT will conduct a field survey of the project area to determine the presence or absence of any species listed as Endangered, Threatened, or of Special Concern by either the FWC under Chapter 68A-27.003-005 F.A.C. or the USFWS under 50 CFR 17.11-12 within or near the Project Site. The survey will specifically target those listed species known or believed to occur in Polk County in habitats similar to those found within the Project Site. All habitats within the Project Site will be surveyed in accordance with general methodologies found in the Florida Wildlife Conservation Guide as developed by the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), and Florida Natural Areas Inventory (FNAI) (2011). As many listed wildlife species are cryptic limiting direct observation, special attention will be given to auditory and physical features that may indicate the presence of these species including calls, tracks, scat, nests, burrows, and cavity trees. The location of all listed species observations will be documented with handheld GPS and detailed on aerial maps to be included with the summary report.

As part of the general listed species field survey, the FWC Authorized Gopher Tortoise Agents will also conduct a specific 100% survey of the Project Site in all potentially

suitable habitats to locate gopher tortoise burrows. The tortoise survey will be conducted in accordance with the FWC Gopher Tortoise Permitting Guidelines (Revised November 2022). Observed burrows will be categorized as potentially occupied or abandoned. Each burrow will be marked with highly visible plastic flagging for future identification, and burrow locations will be recorded using a handheld GPS unit. CONSULTANT will prepare figures depicting the Project Site and any observed burrow locations to support future FWC permit applications, if required.

This Scope of Services includes the preparation and submission of a 10 or Fewer Burrows Permit application to the FWC on behalf of the COUNTY. The agency permit application fees and any potential mitigation costs will be paid by the COUNTY. Please note that this Scope of Services does not include species-specific breeding season surveys for any other species including the Florida sandhill crane, southeastern American kestrel, or any other species.

E. Opinion of Probable Construction Costs (No Change)

The CONSULTANT will work with COUNTY to develop an Opinion of Probable Construction Costs (OPCC). The OPCC will utilize unit costs provided by COUNTY or FDOT historical costs.

F. Utility Coordination (No Change)

- a. The Consultant will provide utility coordination on the project to identify and coordinate with existing public and private utility owners that have facilities within the project limits. During the preliminary design phase, the utility owners within the project limits will be identified by contacting Sunshine State One Call. Existing utility information for above-ground utilities will be documented during field observations and include photographs of the existing facilities.
- b. Existing utilities will be shown on the 30-percent submittal based upon the information available from the design survey and plan markups or maps furnished by the utility companies. County water and sewer utility maps will be obtained and utility information will be added to the plans.
- c. The disposition of existing and proposed utilities will also be identified on the Utility Adjustment Plan sheets.
- d. The Consultant will identify potential utility conflicts with other public and private utilities, and coordinate with the utility companies to seek resolution of potential conflicts. The resolution may involve design refinements for roadway elements or may require utility relocations by utility companies, as appropriate. The Consultant will request relocation schedules from each of the affected utility companies.
- e. The Consultant will submit appropriate plans to the utility companies for each entity to mark up and return at the following phases of plan completion:
 1. 30-percent Plans
 2. 60-percent Plans
 3. 90-percent Plans

The submittal at the 30-percent plans phase is to obtain utility company information for existing facilities. The 60-percent plans phase submittal is to provide the utility companies with roadway design details and begin conflict resolution if necessary. The 90-percent plan submittal is to provide a completed roadway design and utility conflict resolutions.

Meetings

The Consultant will conduct a maximum of two (2) utility coordination meetings at appropriate steps of design and prepare minutes of these meetings.

G. Environmental Permitting (No Change)

CONSULTANT will prepare the environmental narrative report, including a series of maps and figures, detailing the environmental conditions, proposed impacts, minimization and avoidance measures, and wetland impact mitigation options for the project. This report will include all information needed to supplement the application forms for local, state, and federal permitting. CONSULTANT will conduct up to two agency pre-application meetings; one with the Southwest Florida Water Management District (SWFWMD) for Environmental Resource Permitting (ERP), and one with the Florida Department of Environmental Protection (FDEP) for State 404 Program permitting which is anticipated to require an Alternative Sites Analysis. CONSULTANT will prepare draft and final comprehensive permit application packages and will submit all applications to the agencies upon COUNTY approval. This plan will include mitigation for any proposed wetland or OSW impacts. CONSULTANT will conduct a Unified Mitigation Assessment Method (UMAM) analysis to determine the amount of wetland mitigation required. An onsite wetland mitigation plan is not anticipated to be appropriate (as mitigation bank credits appear to be available within the basin).

CONSULTANT will prepare and submit a 10 or Fewer Burrows Permit application to the FWC on behalf of the COUNTY if gopher tortoise burrows are discovered on the property. The agency permit application fees and any potential mitigation costs will be paid by the COUNTY. This Scope includes the excavation of up to 10 gopher tortoise burrows and on-site relocation of the tortoises in the burrows. Suitable on-site habitat will need to be available for the relocated tortoises. Because of the relatively small project area, and developed nature of the project site, this Scope does not include applying for an off-site gopher tortoise relocation permit that would be required if greater than 10 gopher tortoise burrows are located within the project area.

The CONSULTANT will:

- schedule a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) and invite COUNTY Project Manager.
- complete ERP Permit application package and submit to SWFWMD.
- will publish notice of the SWFWMD's receipt of the application in a Local newspaper having general circulation.
- Provide response to the Request for Additional Information (RAI's) and coordinate with SWFWMD including field visit to complete the permit application.

COUNTY will pay all permit application fees.

H. Public Involvement (No Change)

CONSULTANT shall attend to present and answer technical questions in public meeting organized by COUNTY. Possible coordination meetings with the Developers of the Imperial Lakes Golf Course.

Task 3: Deliverables (No Change)

The CONSULTANT must submit 30%, 60% 100% and Final plans, design document and OPCC for COUNTY review and must reconcile any review comments before proceeding to the next phase. The design documentation shall include hydrology and hydraulic analysis, geometry draft will also include roadway plan and profile, stormwater management facility/floodplain compensation site.

- Construction Plans
 - Key Sheet
 - Signature Sheet (60% and after)
 - Existing Drainage Map
 - Proposed Drainage Map

- Typical Section
- General Notes
- Plan and profile
- SWMF Plans
- SWMF Typical Sections
- Drainage Detail
- SWMF cross sections
- Roadway cross section
- Driveway half sections
- SWPPP (60% and after)
- Erosion Control (60% and after)
- Temporary Traffic Control Phasing
- Utility Adjustment
- Signing and Pavement Markings
- Design Documentation
 - Project description
 - Design Criteria
 - Roadway design
 - Pavement design
 - Existing hydrology and hydraulics model
 - Proposed hydrology and hydraulics model
 - Environmental report
 - Geotechnical report
 - Correspondence
- Opinion of Probable Construction Costs (OPCC)

V. LIMITED BIDDING AND CONSTRUCTION PHASE SERVICES (No Change)

Bidding Phase Services

- Prepare bid packages consisting of plans, permits, quantities, bid forms and specifications to be included in the COUNTY's bid packages.
- COUNTY will administer distribution of the bid packages.
- Participate in one-bid conference as the COUNTY's engineering representative. The COUNTY will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The COUNTY will be responsible for addenda distribution.

Limited Construction Phase Services

Post Design Services is not included in this scope of services.

VI. SUBCONSULTANTS

Hydrology and Hydraulic Modeling Services (No Change)

The hydrology and hydraulic modeling will be provided by Albrech Engineering Group, LLC. Detailed hydrology and hydraulic modeling scope of services is attached.

Survey Services (No Change)

No change to the survey scope of services.

Geotechnical Services (No Change)

No change to the geotechnical scope of services.

Subsurface Utility Services (To Be Added to Contract with Addendum)

The subsurface utility services will be performed by George F. Young, Inc. Detailed subsurface utility scope of services is attached.

VII. COMPENSATION

Our estimated compensation for the Professional Services delineated in this scope of services is Lump Sum value of \$12,750.00 as outlined in attached Exhibit A.

VIII. PROJECT SCHEDULE

This change order does not include any changes to the original schedule.

IX. INVOICES & PROGRESS REPORTS

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT must pre-submit invoices to the Project Manager prior to an official monthly submittal.

George F. Young, Inc.
Agreement for Professional Services with General Conditions
Exhibit A
Project Understanding and Basic Scope of Services

Understanding of the Project:

Project site is located on Imperial Lakes Blvd., City of Mulberry, Polk County, FL and as illustrated on Exhibit “F” Pg’s 1-3 provided to GFY by STANTEC & Polk County.

Basic Scope of Services:

Based upon our understanding of the Project as described above, George F. Young, Inc. intends to provide the following Basic Scope of Services. This scope of services has been prepared based upon usual and ordinary design, permitting, and construction procedures, as well as specific discussions between representatives of both parties.

- **DESIGNATION (Quality Level B):** GFY to perform Electronic Designation, including GPR scanning where possible, on the existing subsurface Water Main, Force Main, and Sanitary Sewer Gravity line on Imperial Lakes Blvd. between the intersections of Haven Hill Blvd. and Country Club Ln., City of Mulberry, Polk County, FL and as illustrated on Exhibit “F” Pg’s, 1-2 provided to GFY by STANTEC & Polk County.
- **LOCATION (Quality Level A):** GFY to provide VVH’s (soft-digs) on the existing subsurface Sanitary Sewer Gravity line on Imperial Lakes Blvd. between the intersections of Haven Hill Blvd. and Country Club Ln., City of Mulberry, Polk County, FL and as illustrated on Exhibit “F” Pg, 3 provided to GFY by STANTEC & Polk County. The VVH locations shall be based on the GFY *Quality Level B Designations* of the utility, have been identified by the EOR, and shall not exceed (3) three total test holes in soil. Any additional soft-digs will require an ASA. *(There is a Contingency of \$2,500 included in the proposal fees)*
- GFY to survey-collect found subsurface features that have been located, designated, painted and or flagged by means of Electromagnetic equipment, GPR scan or Soft Digs. GFY to provide STANTEC electronic copies of the field book notes and a Survey file in .pdf and Auto CAD 2020 depicting the horizontal and vertical utility data. No other deliverables are to be provided.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup. George F. Young, Inc. (GFY) will not be responsible for damage to existing utilities that were located by electronic means only.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

- Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
- Any work associated with biological, ecological, or environmental studies, traffic studies or geotechnical services.
- Any work associated with securing permits.
- Any work associated with the handling or disposal of contaminated soils or groundwater.

George F. Young, Inc.
Agreement for Professional Services with General Conditions
Exhibit B
Assumptions

The Basic Scope of Services as identified in Exhibit "A" and Compensation Schedule as identified in Exhibit "D" are based on the following Assumptions:

- This proposal is for SUE QL "A Location, QL "B" Designation, and SUE Survey. Existing aerial utilities and surface features such as fire hydrants, storm manholes, and associated invert elevations and directions are excluded.
- **GFY** is not performing a Topographic and or Boundary Survey.
- Each Soft-dig Test Hole is Per Utility at specified locations. No test holes will be performed in asphalt or concrete. In the event a Test hole cannot be performed due to environmental conditions, soil conditions, water table, excessive depth beyond 10 feet, in asphalt or concrete, an ED (Electronic Depth) will be provided. Any additional soft-digs will require an ASA. ED's are for design purposes only and not meant for construction.
- **GFY** to provide Minor MOT traffic control within the work areas while designating & locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards to include safety devices, signs and/or other safety equipment as appropriate.
- Locations of the existing utilities scanned by ground penetrating radar (GPR) are to be deemed approximate in nature and in no way are to be construed as exact.
- **GFY** has included a Contingency fee of \$2,500 in the proposal. The funds will only be utilized with an executed Additional Services Authorization letter or official NTP by authorized persons.

George F. Young, Inc.
Agreement for Professional Services with General Conditions
Exhibit D
Fee Schedule

Client shall pay Consultant for Basic Services as detailed in Exhibit A as described below.

A: LUMP SUM

A Lump Sum amount of **\$12,750.00 (Twelve Thousand Seven Hundred Fifty Dollars and Zero Cents)** based upon the following assumed distribution of compensation:

- **Quality Level A SUE Services**
- **Quality Level B SUE Services**
- **SUE Survey Collection and Processing**
- **Optional Services:** Included fee of \$2,500. The funds will only be utilized with an executed Additional Services Authorization letter or official NTP by authorized persons.

Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount for the Basic Services and **Optional Services unless approved by the Client**. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services completed during the billing period to the total Lump Sum amount.

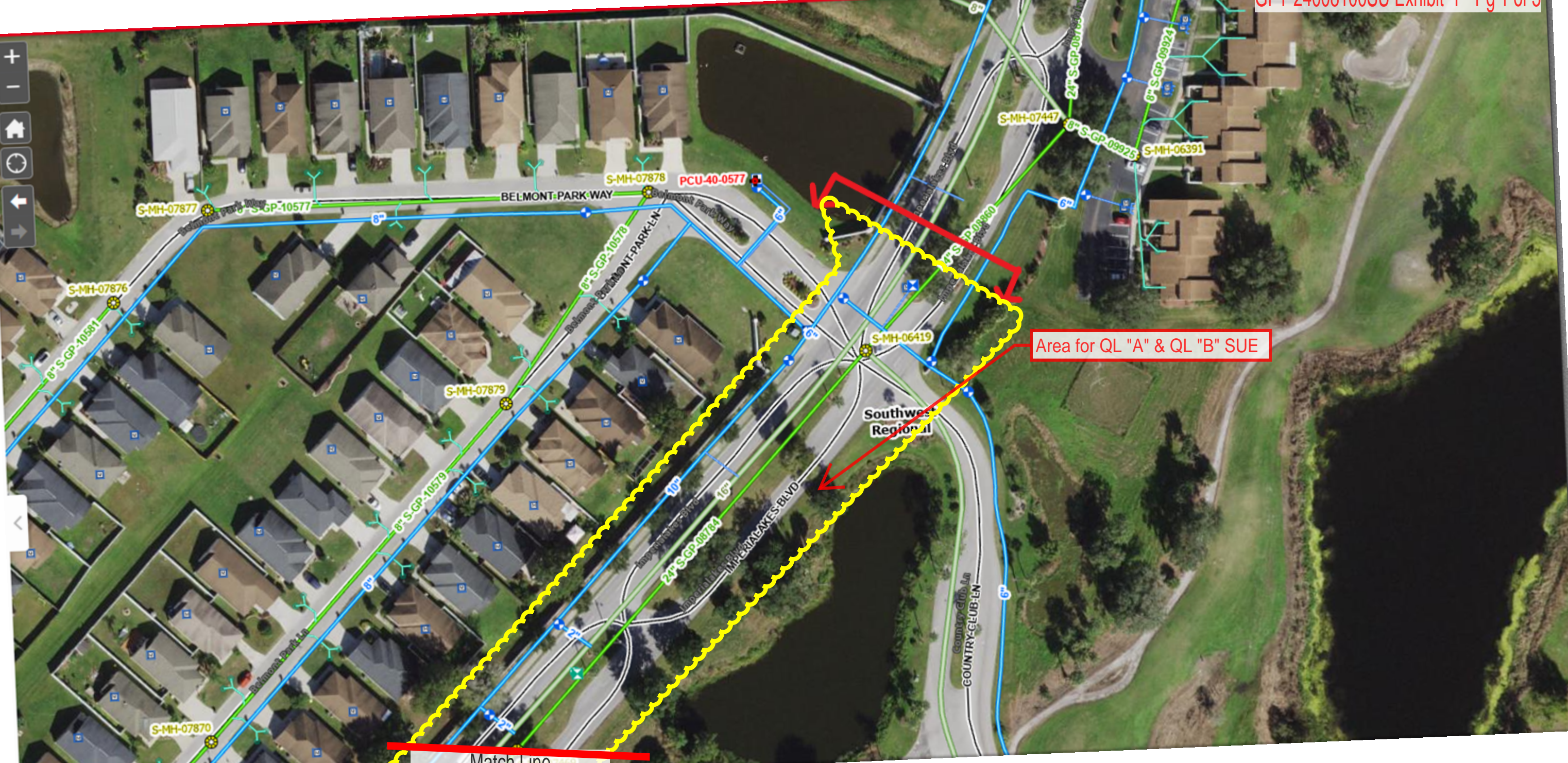
B: HOURLY

On an hourly (time and materials) basis at our prevailing standard hourly rates. **NA**

REIMBURSABLE EXPENSES

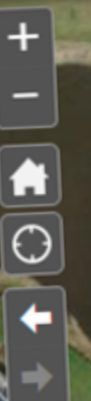
Reimbursable expenses for prints, plots, reproductions at a rate of 3% of the total fee. Reimbursable mileage at the standard mileage rate for business travel published annually by the IRS

Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made in writing.



Area for QL "A" & QL "B" SUE

Match Line



S-MH-07877

S-GP-10577

S-MH-07878

PCU-40-0577

S-MH-07876

S-GP-10581

S-GP-10578

S-MH-07879

S-GP-10579

S-MH-06419

S-MH-07447

S-GP-09925

S-MH-06391

S-GP-09924

S-MH-07870

S-GP-08784

COUNTRY CLUB LN

Southwest Regional

BELMONT PARK WAY

BELMONT PARK LN

IMPERIAL BLVD

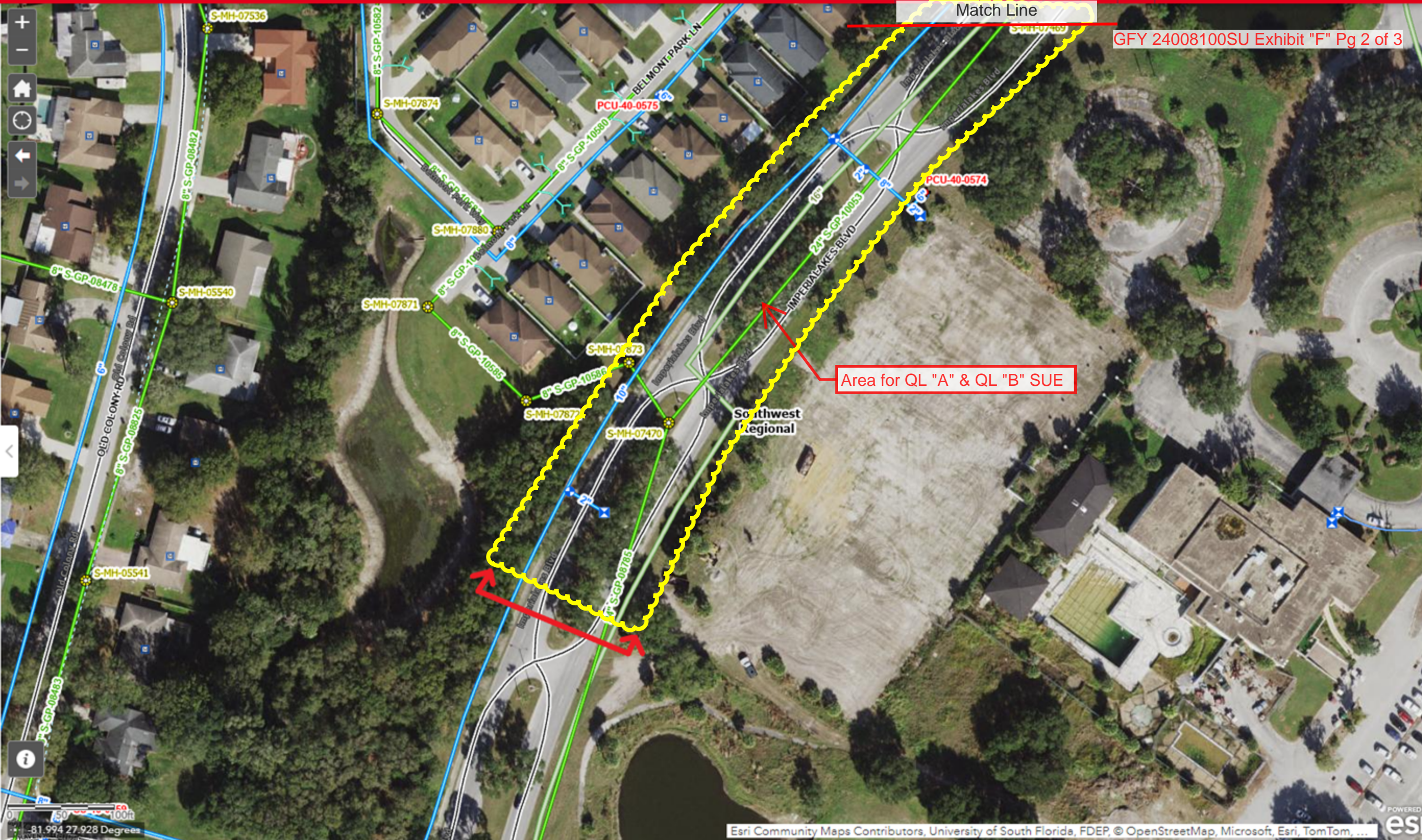
IMPERIAL WAY

COUNTRY CLUB LN

COUNTRY CLUB LN

Match Line

Area for QL "A" & QL "B" SUE



VVH Soft Dig Locations

