

PROFESSIONAL SERVICE AGREEMENT
#2025-002
AMENDMENT #2

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 WSP USA, Inc. (the "Consultant"), a New York corporation, headquartered at One Penn Plaza, 4th Floor, New York, NY 10119, whose Federal Employer Identification number is 11-1531569.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 2025-002 dated January 7, 2025 (the "Agreement"), for the purpose of providing professional services in connection with the North Rifle Range Road Drainage & Sidewalk Improvements - Wahneta Project - drainage improvements along North Rifle Range Road; and

WHEREAS, in Amendment# 1, parties agree to amend the Agreement after the Consultant discovered issues related and to the connection point of Thompson Nursery Road and Rifle Range Road during the design phase it was discovered that the previous survey provided to WSP incorrectly depicted the existing drainage in the vicinity of 4th Street East, with the cost of the additional services was for a not-to-exceed amount of \$66,588.17, increasing the total not-to-exceed amount to \$381,567.17; and

WHEREAS, the parties now desire to amend the Agreement to incorporate and authorize additional services for clarifications responses required for SWFWMD for the ERP permit; 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 Consultant shall complete all services within sixty (60) calendar days from the Effective Date of this Amendment. The Agreement will remain in effect through the completion of construction.
4. The cost of the additional design services, which is more fully set forth and described in Attachment "A" to this Amendment #2, shall be a not-to-exceed amount of \$28,150.65 Accordingly, the total agreement amount shall be increased from the original not-to-exceed amount of \$381,567.17 to the new not-to-exceed amount of \$409,717.82.
5. The Agreement, as amended by this Amendment #2, continues in full force and effect.

THE REMAINDER OF 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 Santiago, Ed. D, Chair

Board of County Commissioners

Date Signed by County _____

Reviewed as to form and legal sufficiency:

Noah Malm 7/30/2026

County Attorney's Office

Date

WSP USA, Inc.

a New York corporation

By: _____

Christine mehle

PRINT NAME

Southeast Wake Practice Area Lead

TITLE

Date: 8/4/26

**CONTRACT 2025-002
AMENDMENT #02
ADDITIONAL SERVICES FOR
NORTH RIFLE RANGE ROAD DRAINAGE AND SIDEWALK IMPROVEMENTS**

WSP USA 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 North Rifle Range Road Drainage and Sidewalk Improvements project. This proposal provides an overview of the professional engineering services to be provided by WSP as requested by Roads & Drainage Staff.

GENERAL PROJECT INFORMATION

The County contracted WSP to complete drainage and sidewalk improvements for North Rifle Range Road from south of 6th Street East north to Eagle Lake Loop Road. The County issued PO #25102290 to WSP on January 27, 2025, for the original scope of services. On February 17, 2026, Polk County issued Amendment #1 authorizing additional work that was not included in the original scope of work. The following describes in detail the additional services proposed under this scope of work.

I. SCOPE OF SERVICES

The following presents the specific tasks that will be performed as part of this Scope of Services:

Three clarification responses were required to the SWFWMD for the ERP permit. Recall WSP used a regionally available hydrology and hydraulics (H&H) model for the project and simply added details to the model for the Rifle Range Road portion of that model. The regional model used has limitations as to accuracy as a number of the reaches and nodes have non-surveyed information in their development. SWFWMD was holding the project to unrealistic results, not taking into account "accuracy of the model" limitations that must be considered when considering pre versus post results. This resulted in WSP having to respond to the three clarification requests with supporting figures and additional model results. WSP attempted to update parts of the model through iterative model modifications but this did not help. During all of this, the SWFWMD District reviewer left the District and a new reviewer came onboard and had to be brought up to speed with the permit application status from the County's perspective. WSP sought clarity from the SWFWMD Supervisor who facilitated the discussion and assisted in the permit reviewer and WSP achieving a permit application complete status. Additionally, a Financial Capability Form and O&M cost estimates had to be prepared and submitted to the County for signature and then to SWFWMD to complete the application process.

TECO's Transmission group, in reviewing the plans for utility clearance purposes, determined that several of their new poles within the limits of this project were not located because of the age of the project survey. After meeting with County staff, it was decided that the storm line should be adjusted to avoid relocation of these new transmission poles. The resulting shift of the storm sewer had to be modified in cad in the drawings and the structure sheets adjusted as well. The associated ditches were impacted and the H&H model was modified as part of the ERP permit application review response. TECO's Distribution group asked for further storm sewer adjustments to eliminate some pole relocations but WSP determined that this request was not justified and asked for a URS instead.

WSP obtained an additional 4 subsurface utility test holes while in the field to help solidify the location of some additional utilities of concern. The additional utility test hole information will be provided in the bid addenda.

The additional utility test hole information identified the City of Winter Haven wastewater force main as being located within the trench alignment of the proposed storm sewer. After a meeting was held with Polk County staff, it was determined that the storm sewer would be shifted away from the force main. The force main is a 30" main and adjustment of that line would be a major undertaking. The resulting shift of the storm sewer had to be modified in cad in the drawings and the structure sheets and SQ sheets were adjusted as well.

Estimated quantities were revised based on the plan revisions and the associated engineer's opinion of construction cost was updated.

Utility coordination and clearance has required much additional effort as several of the utility providers have had staff changes or coordination issues that have caused the WSP Utility Coordinator to have to make numerous contacts with those utilities. Gas (FL Public Utilities) has particularly been difficult with over 20 communications and there is still no URS to date. There are five telecommunications companies in the alignment and coordination with all of them has taken more time than originally anticipated. Some of the RGBs received by WSP have not aligned with the SUE data or the Level B designations and this has resulted in additional back and forth while the aforementioned storm line adjustments were being made.

PROVIDER NAME	WSP PENDING ITEMS
Charter / Spectrum	Review the Spectrum URS/RGBs received on 6/11/26; confirm whether any WSP approval, response, or follow-up is needed based on the submitted materials.
City of Winter Haven Water/Sewer	Follow up with City of Winter Haven for either a signed URS or No Conflict Letter.
Florida Public Utilities / Chesapeake Utilities	Continue monitoring FPU's permitting/relocation coordination; follow up as needed with FPU/Ruiz team. Polk County signed and returned URS to provider.
Frontier	Polk County signed and returned URS to provider. Continue to monitor Frontier preconstruction coordination and provide schedule updates if the construction timeline changes.
Summit Broadband	Follow up for Summit's completed review/response, including markups and either a completed URS or No Conflict Letter. The last noted pending response was expected after Joel's 5/21/26 update.
TECO Electric	No major WSP pending item identified from the current summary. TECO RGBs/URS were received and the fully executed Utility Relocation Schedule (Distribution lines) was sent to TECO for records. Continue to monitor any related Charter/Spectrum joint-use pole coordination if needed. TECO Transmission lines were avoided through a plans change.
Uniti	No major WSP pending item identified from the current summary. Executed URS was provided/forwarded, and Conner Updike gave the all clear to start relocation work. Continue monitoring relocation coordination if additional support is requested.

PROVIDER NAME	WSP PENDING ITEMS
Wahneta Water	Continue coordination among Wahneta Water, Polk County, and WSP regarding water-line conflicts and relocation constraints. The additional SUE test holes confirmed potential conflicts due to close proximity to water lines or valves. Polk County is prepared to provide support with its contractor should Wahneta Water fail to deliver.
Zayo / Congruex	Follow up for final URS or No Conflict Letter required. Zayo/Congruex provided greenlines and indicated relocation review was needed before submitting the URS; WSP will continue pursuing the URS.

II. COMPENSATION

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 this task will not exceed the not-to-exceed price of **\$28,150.65** for services to be provided by WSP under this CSA.

The Terms and Conditions of the Professional Services Agreement for Rifle Range Road Drainage and Sidewalk Improvements between Polk County and WSP USA Inc. (WSP) dated January 1, 2025, 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:

- Bidder questions so that WSP can assist with any required Bid Addenda.

IV. DELIVERABLES

WSP will provide the County with the following deliverables:

- An electronic deliverable of the Final Construction Plans – Bid Addenda Set.
- An electronic deliverable of the Final Engineer's Opinion of Construction Cost.
- An electronic deliverable of the Final AutoCAD files.
- An electronic deliverable of the utilities clearances.

V. PERIOD OF SERVICE

WSP will commence work upon receipt of an executed copy of this CSA, which constitutes a notice to proceed (NTP). The additional services are estimated to take 60 days to complete.

VI. SCHEDULE

WSP anticipates the following schedule for this project.

The Project is estimated to be completed within a total of 60 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.

We are prepared to begin immediately upon receipt of the Notice to Proceed. Please feel free to contact our office at #863-640-9344 to discuss any questions that you might have.

Sincerely,
WSP USA Inc.

A handwritten signature in black ink, appearing to read "Timothy J. Kelly".

Timothy J. Kelly, P.E.
Vice President, Civil Engineer

TJK/tjm

Project Name	North Rifle Range Road Drainage and Sidewalk Improvements
Project Number	US0042575.9084
Date	1/17/2026
Preparer	Tim Kelly
Rate Schedule	As Shown

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