

**CONSULTANT SERVICE AGREEMENT
#17-063
AMENDMENT# 2**

This Amendment, effective as of the date executed by the County (the "Effective Date"), is hereby entered into by and between Polk County, a political subdivision of the State of Florida, (the "County"), situated at 330 W. Church Street, Bartow, Florida 33830, and Carollo Engineers, Inc. (the "Consultant") a Delaware corporation, headquartered at 2700 Ygnacio Valley Road, Suite 300, Walnut Creek, CA 94598 whose Federal Employer Identification Number is 86-0899222.

WITNESSETH:

WHEREAS, the County and the Consultant entered into that certain Consultant Service Agreement #17-063 dated August 4, 2017 (the "Agreement") for professional engineering services related to the preliminary and final design services, permitting, bidding and construction administration phase services of the Northwest Regional Utility Service Area (NWRUSA) Gibson Oaks Water Production Facility, and the services are to be performed in phases (each a "Part"); and

WHEREAS, Exhibit "D" of the Agreement set forth the preliminary engineering services which comprised Part 1 of the Project Scope of Services, and were limited to project management support services, preliminary design, permitting, and optional raw water supply well bid and construction administration phase services; and

WHEREAS, the estimated time for the Consultant to complete Part 1 services of the Project was 350 calendar days for a total not-to-exceed cost of \$461,235.38, as further set forth in Exhibit "D" of the Agreement; and

WHEREAS, the County and the Consultant modified the Agreement with Amendment #1 to Agreement 17-063 dated June 7, 2018, for Part 2 services related to project management, support, final design, permitting, bidding, and construction administration services as further described in Exhibit "A" of Amendment #1; and

WHEREAS, the estimated time for the Consultant to complete Part 2 services was 1,041 calendar days for a total not-to-exceed cost of \$1,564,120.47 as further set forth in Exhibit "A" of Amendment #1; and

WHEREAS, by this Amendment #2, the parties desire to modify the Agreement to identify and describe the professional engineering services required for Part 3 of the Project, including, without limitation, additional construction administration services; 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 Agreement is hereby modified and amended to identify and describe the professional engineering services required by the County and to be provided by the Consultant for Part 3 of the Project which includes, without limitation, additional construction phase services, which is more fully set forth and described in Exhibit "A" hereto titled "Gibson Oaks Water Production Facility Improvements (Part 3)" (the "Part 3 Services").

2. It is anticipated that the Part 3 Services shall be completed within approximately 90 calendar

days from the Effective Date of this Amendment #2, but in any event, shall be provided by the Consultant through final completion of the construction.

3. In consideration for its providing the Part 3 Services, the County shall pay the Consultant a not-to-exceed cost of \$136,477.00 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of Exhibit "A" of this Amendment. Part 1, Part 2, and Part 3 Services will be a total not-to-exceed cost of \$2,161,832.85.

4. The Agreement, as amended by this Amendment #2, continues in full force and effect.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 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: _____
T.R. Wilson, Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Miller 2/24/25
County Attorney's Office Date

Carollo Engineers, Inc.
a Delaware corporation



By: Amanda Bauer
Amanda Bauer
PRINT NAME

Vice President
TITLE

Date: 3/11/2025

Erica Stone
Erica Stone
Vice President
3/11/2025

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 Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this March 11, 2025 (Date) by Amanda Bauer (Name of officer or agent) as Vice President (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 March 11, 2025 (Date)

_____ (Official Notary Signature and Notary Seal)

Teresa Boywid (Name of Notary typed, printed or stamped)

Commission Number HH 144069 Commission Expiration Date June 20, 2025

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

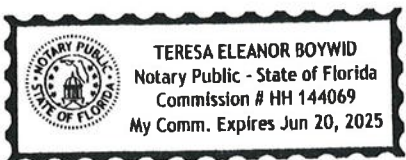
STATE OF _____ County OF _____

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 _____



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 Amanda Bauer Vice President (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.

Carollo Engineers

NONGOVERNMENTAL ENTITY

[Signature]

SIGNATURE

Amanda Bauer

PRINT NAME

Vice President

TITLE

3/11/2025

DATE



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation
CAROLLO ENGINEERS, INC.

Filing Information

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Last Event	AMENDMENT
Event Date Filed	05/21/2024
Event Effective Date	NONE

Principal Address

2795 Mitchell Drive
Walnut Creek, CA 94598

Changed: 03/05/2021

Mailing Address

2795 Mitchell Drive
Walnut Creek, CA 94598

Changed: 03/05/2021

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 02/21/2024

Address Changed: 02/21/2024

Officer/Director Detail

Name & Address

Title Authorized Signatory, Secretary

Barnes, Michael W.
2795 Mitchell Drive
Walnut Creek, CA 94598-1601

Title Director

Hart, Vincent S.
101 East Kennedy Blvd.
Suite 700
Tampa, FL 33602

Title Treasurer

Wason, Ashwani K.
3150 Bristol Street
Suite 500
Costa Mesa, CA 92626-3088

Title Director, President, CEO

Narayanan, Balakrishnan
2795 Mitchell Drive
Walnut Creek, CA 94598-1601

Title Senior Vice President

Laura , Baumberger
301 N. CATTLEMEN RD., STE. 302
SARASOTA, FL 34232

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PHOENIX, AZ 85034-1915

Title Director

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RICHARDS, MATTHEW SCOTT
 200 E. ROBINSON ST. STE. 1400
 ORLANDO, FL 32801

Title VP

PARANJAPE, SUDHAN
 12724 GRAN BAY PARKWAY WEST SE 410
 JACKSONVILLE, FL 32258

Annual Reports

Report Year	Filed Date
2022	02/16/2022
2023	02/13/2023
2024	02/14/2024

Document Images

05/21/2024 -- Amendment	View image in PDF format
02/21/2024 -- Reg. Agent Change	View image in PDF format
02/14/2024 -- ANNUAL REPORT	View image in PDF format
02/13/2023 -- ANNUAL REPORT	View image in PDF format
04/18/2022 -- Amendment	View image in PDF format
02/16/2022 -- ANNUAL REPORT	View image in PDF format
03/10/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/08/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
03/05/2021 -- ANNUAL REPORT	View image in PDF format
06/02/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
03/12/2020 -- ANNUAL REPORT	View image in PDF format
03/11/2019 -- ANNUAL REPORT	View image in PDF format
09/13/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
02/16/2018 -- ANNUAL REPORT	View image in PDF format
04/06/2017 -- ANNUAL REPORT	View image in PDF format
03/29/2016 -- ANNUAL REPORT	View image in PDF format

07/02/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
01/16/2015 -- ANNUAL REPORT	View image in PDF format
07/08/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
06/20/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
06/16/2014 -- Reg. Agent Change	View image in PDF format
05/15/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
03/11/2014 -- ANNUAL REPORT	View image in PDF format
02/08/2013 -- ANNUAL REPORT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
07/13/2010 -- Amendment and Name Change	View image in PDF format
02/25/2010 -- ANNUAL REPORT	View image in PDF format
03/19/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
02/15/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/14/2005 -- ANNUAL REPORT	View image in PDF format
03/29/2004 -- ANNUAL REPORT	View image in PDF format
04/14/2003 -- ANNUAL REPORT	View image in PDF format
04/07/2002 -- ANNUAL REPORT	View image in PDF format
04/11/2001 -- ANNUAL REPORT	View image in PDF format
05/25/2000 -- Foreign Profit	View image in PDF format

EXHIBIT A
CONSULTANT SERVICES AGREEMENT
NO.17-063
BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY
GIBSON OAKS WATER PRODUCTION FACILITY(PART 3)
AMENDMENT #2

Carollo Engineers, Inc., (CONSULTANT) entered into a Consulting Services Agreement (AGREEMENT) with Polk County, Florida (COUNTY) on **August 4, 2017**. Pursuant to the AGREEMENT, the COUNTY has requested that the CONSULTANT provide certain professional services in support of the **Gibson Oaks Water Production Facility** (Project) as further detailed in this Exhibit.

A. PROJECT BACKGROUND AND DESCRIPTION

The Northwest Regional Utility Service Area (NWRUSA) provides potable water, wastewater, and reclaimed water service in the northwestern portion of Polk County. The NWRUSA is bordered to the north by the Green Swamp, to the southeast by Interstate 4, to the south by the City of Lakeland, and to the west by the Polk County/Hillsborough County Line. The potable water system serving the County's NWRUSA consists of seven (7) separate potable water production facilities (WPF's). Six of the individual water production facilities including Sherwood Lakes, Homestead, Indianwood, Timber Ridge, Lake Gibson, and Mann Road are all interconnected as the Northwest Public Water Supply (PWS) system.

The 2013 NWRUSA Potable Water Production Regionalization Study and 2016 Master Plan Update recommended that the six (6) existing WPF's in the Northwest PWS be consolidated into three (3) regional facilities to improve water system reliability and meet future demands more efficiently. The Gibson Oaks WPF (Project) will be a regional facility in the eastern portion of the NWRUSA and will replace the existing Lake Gibson, Timbe Ridge, and Sherwood Lakes WPF's. The Project will increase water system reliability/redundancy by providing a second potable water distribution system loop in the eastern portion of the service area. Additionally, the Project is intended to provide additional WPF capacity needed to serve existing and future development in the area. The 2015 NWRUSA Master Plan Update recommends that the Project be operational by 2020 to meet growing service area demands.

The PART 1 scope of services included support services, preliminary design and permitting as well as bid and construction phase services for a new potable production well. The PART 2 scope of services included final design, permitting, bidding and construction phase services for the Gibson Oaks WPF, including off-site potable water and raw water main improvements associated with the Project. The COUNTY has requested that the CONSULTANT proceed with PART 3 of the Project, consisting of additional construction phase services for the Gibson Oaks WPF due to a longer construction duration, with additional construction documents for the CONSULTANT to review, than originally contracted to the CONSULTANT in PART 2.

B. SCOPE OF SERVICES

Upon authorization to proceed from the COUNTY, the CONSULTANT will provide the following identified services. The CONSULTANT shall provide that the design, bid, and construction documents produced by the CONSULTANT or their subconsultants for the COUNTY will be consistent with the Polk County Utilities Standards and Specifications Manual (USSM), latest edition, and other COUNTY requirements. This authorization shall be in full force and effect until the CONSULTANT completes the services described in this Amendment and any subsequent modifications to the AGREEMENT.

PHASE 700 - CONSTRUCTION ADMINISTRATION SERVICES

These services will be performed during construction of the Project.

Task 703 - Shop Drawing Review (Gibson Oaks WPF)

Review contractor's shop drawings and other submittals for general conformance with the Contract Documents. CONSULTANT shall conduct up to 132 additional submittal reviews, including initial submittals and re-submittals.

Task 704 - Construction Progress Meetings (Gibson Oaks WPF)

CONSULTANT shall attend twenty-five (25) additional construction progress meetings and prepare meeting agendas and meeting summaries.

Task 705 - Construction Site Visits (Gibson Oaks WPF)

The CONSULTANT's Engineer of Record (EOR), or designated representative, will conduct an additional fifteen (15) site visits during the construction of the Project.

Task 706 - Applications for Payment (Gibson Oaks WPF)

The CONSULTANT will review an additional eleven (11) Applications for Payment submitted by the contractor, including updated progress schedules, and will indicate in writing to the COUNTY a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. The CONSULTANT's recommendation of payment will constitute a representation by the CONSULTANT to the COUNTY that:

1. The work has progressed to the point indicated;
2. The quality of the work, as observed by the CONSULTANT and/or reported to the CONSULTANT by the COUNTY staff in direct observation of the work, is generally in accordance with the Contract Documents; and
3. The conditions precedent to the contractor's being entitled to such payment appear to have been fulfilled based on the CONSULTANT'S site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the CONSULTANT will request that the contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The CONSULTANT shall submit the contractor's Application for Payment to the COUNTY within five (5) working days of receipt of the same.

Task 707 - Requests for Information (RFIs) (Gibson Oaks WPF)

Review RFIs submitted by the contractor and provide written responses to the contractor. The CONSULTANT shall maintain an RFI log for the Project. The CONSULTANT shall review and respond to an additional nineteen (19) RFI's.

C. DELIVERABLES

The CONSULTANT shall prepare and submit to the COUNTY, including electronic format when applicable, the following deliverables:

TASK	ACTIVITY	DELIVERABLE
703	Shop Drawing Review	Written submittal review comments
704	Progress Meetings	Meeting agendas and minutes
706	Pay Applications	Written comments on payment applications, as applicable
707	RFI's	Written responses to contractor RFI's

D. SCHEDULE

CONSULTANT will continue with the services identified in this Amendment immediately upon receipt of an executed copy of this Amendment. The projected schedule for the performance of services described herein is included as Attachment A-1. An updated electronic version of the project schedule in Microsoft Project (version 2013 or later) will be provided to the COUNTY within 10 working days from the issuance of the NTP. Delivery of the schedule may be in other electronic formats so long as they accurately portray the approved scope of services with sufficient detail subject to staff approval. Should additional time be required beyond the schedule depicted in Attachment A-1, the Consultant will provide an updated Attachment A-1 (schedule) to the Utilities and Procurement Divisions. Following staff approval, the updated Attachment A-1 will be forwarded by Utilities staff to Procurement staff for inclusion in the contract file with no further administration action required for extension.

E. COMPENSATION

This Amendment establishes a not-to-exceed cost of **\$136,477.00**. Compensation for the services performed under this Amendment shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Exhibit B. A summary of the estimated labor costs and reimbursable expenses is provided in Attachment A-2. Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the COUNTY Utilities Director. To request consideration for such a transfer, the CONSULTANT must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for PART 3 of the Project as outlined in Amendment #2 to the AGREEMENT does not include an Allowance for Permit Fees. The COUNTY shall pay all permit fees.

The CONSULTANT will minimally provide a consultant invoice summary spreadsheet (spend plan) with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment 2 that reflects the effort and deliverables submitted to the COUNTY. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the CONSULTANT will include the reviewed and approved consultant invoice summary, an updated project schedule, and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the COUNTY and, if so requested, shall be furnished by the CONSULTANT to the COUNTY Auditor's satisfaction. In addition, all invoices shall be submitted with the CSA number, purchase order (PO) number, Polk County Utilities Project (Oracle) and Records Room numbers on the invoice.

The CONSULTANT agrees that, in the event that design errors and/or omissions are discovered during construction, these services rendered by the CONSULTANT to correct said design errors and/or omissions will be considered out-of-scope services and shall not be invoiced to the COUNTY.

F. COUNTY'S RESPONSIBILITIES

The COUNTY will provide the following information to the CONSULTANT and/or perform the following services related to the Project:

- ▶ Allow CONSULTANT scheduled access to the sites.
- ▶ Assign one (1) project manager to coordinate internal reviews and comments of the submittals as well as internal schedule for COUNTY meeting attendees.

G. SERVICES NOT INCLUDED

The following services are not included in this phase of the project and shall be added at a later date by subsequent addendum to the AGREEMENT:

- Resident Project Representative Services
- No field services for hydraulic modeling efforts
- Construction service for pre-load activities.

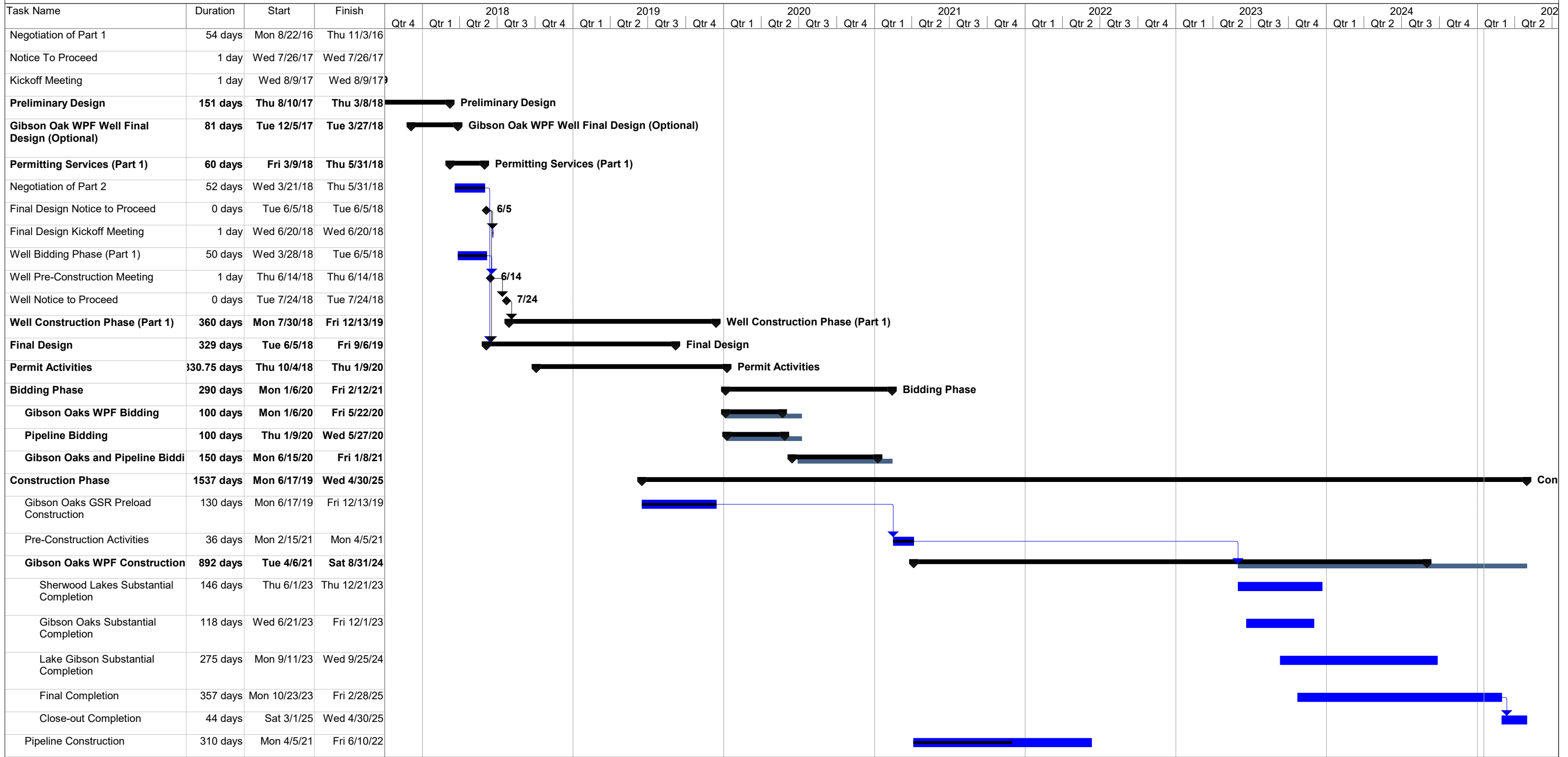
H. ASSUMPTIONS

The Scope of Services and Compensation arrangement outlined in this Amendment are based on the following assumptions:

- COUNTY will pay for development review and permit application fees.

Attachment A-1
Project Schedule

Polk County
Gibson Oak WPF
Project Schedule



Project: Gibson Oaks_Sept 2024
Date: Fri 1/17/25

Task		Project Summary		Inactive Summary		Manual Summary		External Milestone	
Split		External Tasks		Manual Task		Start-only		Progress	
Milestone		External Milestone		Duration-only		Finish-only		Deadline	
Summary		Inactive Milestone		Manual Summary Rollup		External Tasks			

Attachment A-2
Scope of Work Budget Summary

POLK COUNTY UTILITIES

Amendment #2 (PART 3)

GIBSON OAKS WPF

February 4, 2025

Carollo Labor Summary

Phase / Tasks	Phase and Task Descriptions							Total Labor Hours	Total Labor Cost	Other Direct Costs (ODCs)	Subconsultants (At Cost)	TOTAL PROJECT COSTS
		Lead Project Professional II \$ 230.00	Lead Project Professional I \$ 212.00	Professional I \$ 159.00	Assistant Professional I \$ 120.00	Technician I \$ 95.00	Administrative Assistant I \$ 79.00					
700	Construction Administration Services	80	286	108	260	19	92	845	\$ 136,477.00	\$ -	\$ -	\$ 136,477.00
703	Shop Drawing Review	44	88	88	198		55	473	\$70,873.00	\$0	\$0	\$70,873.00
704	Construction Progress Meetings		150				25	175	\$33,775.00	\$0	\$0	\$33,775.00
705	Construction Site Visits	28	32	16	32		4	112	\$19,924.00	\$0	\$0	\$19,924.00
706	Applications for Payment		6		11		3	20	\$2,829.00	\$0	\$0	\$2,829.00
707	Requests for Information (RFIs)	8	10	4	19	19	5	65	\$9,076.00	\$0	\$0	\$9,076.00
TOTAL PROJECT COSTS									\$ 136,477.00	\$ -	\$ -	\$ 136,477.00