

PROFESSIONAL SERVICE AGREEMENT  
#19-36  
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 AECOM Technical Services, Inc. (the "Consultant"), a Florida corporation, located at 212 East Main Street, Bartow, Florida 33830, whose Federal Employer Identification number is 95-2661922.

WITNESSETH:

WHEREAS, the County and Consultant entered into Professional Service Agreement 19-36 dated August 6, 2019 (the "Agreement"), for the purpose of providing professional services in connection with the Marigold and CR 580 (Cypress Parkway) widening project including developing and evaluating alternative roadway design and alignment, recommending a preferred alignment, and preparing preliminary roadway plans for the widening; and

WHEREAS, Amendment 1 was approved on April 20, 2021, to provide continuing professional services for permitting, final design, bidding support, post design services, and the community awareness services for Marigold Avenue for the south side of Palmetto Street to CR 580 and for CR 580 from the west side of Solivita Boulevard (East) to Solivita Boulevard (West); and

WHEREAS, the County now wishes to engage the Consultant to design a drainage ditch system update for the Marigold Avenue from Palmetto Street to CR 580 (Cypress Parkway) project to mitigate the impacts to Duke's Energy transmission lines and allow access to the Duke Energy transmission poles with additional services to include, design, permitting and utility coordination; 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 Agreement will remain in effect through the completion of construction.
4. The cost of the additional services, which is more fully set forth and described in Attachment "A" to this Amendment #2, shall be a not-to-exceed amount of \$280,916.00. Accordingly, the total Agreement amount shall be increased from the current not-to-exceed amount of \$4,065,204.00 to the new not-to-exceed amount of \$4,346,120.00.
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: \_\_\_\_\_  
W.C. Braswell, Chairman  
Board of County Commissioners

Date Signed By County \_\_\_\_\_

Reviewed as to form and legal sufficiency.

Sandra B. Houff 9/19/24  
County Attorney's Office Date

AECOM Technical Services, Inc.  
a Florida corporation

By: \_\_\_\_\_  
JEFFREY BLAZOWSKI  
PRINT NAME

VICE PRESIDENT  
TITLE

Date: 10/3/2024

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 Hillsborough

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 10.3.24 (Date) by Jeff Blazowski (Name of officer or agent) as VP (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 10.3.24 (Date).

Diane Kline  
(Official Notary Signature and Notary Seal)

Diane Kline  
(Name of Notary typed, printed or stamped)

Commission Number 91863 Commission Expiration Date 5.9.25

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 \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### SUPPLEMENTAL ENGINEERING DESIGN SERVICES

#### FOR

#### Marigold Avenue from Palmetto Street to CR 580 (Cypress Parkway) Redesign of Drainage System Sta. 20+50 to Sta. 44+00 RT and 51+00 to 123+00 RT

### 1. PURPOSE

The general objective of this Exhibit is to describe the scope of work and responsibilities of the CONSULTANT and the COUNTY in connection with the redesign of the drainage ditch system from Sta. 20+50 to Sta. 44+00 RT and Sta. 51+00 to Sta. 123+00 RT. The current ditch system will be redesigned to a shallow swale & pipe / inlet system. The front slopes from the sidewalk will be updated to 1:4 slopes.

### 2. DRAINAGE SYSTEM UPDATES

#### 2.1. Ditches

The currently designed ditches within the station ranges identified above will be removed / minimized and replaced with a new pipe system designed to accommodate stormwater needs. Front slopes will be adjusted to 1:4 to allow access to the Duke Energy Transmission poles.

#### 2.2 Modeling

Project wetlands along with Floodplain #6 will be modeled to provide permitting agencies with stage information to demonstrate the improvements will not negatively impact existing stages.

#### 2.3 Plan Updates

Construction plans will be updated to reflect the updated drainage system.

#### 2.4 Water Management Permits

Permits for the Water Management District and ACOE permits will be updated to reflect the above changes to the construction plans.

#### 2.5 Additional Utility Coordination

Plan changes will be distributed to affected utility companies for review and revisions to their existing and proposed systems. The roadway construction plans will be updated.

### 3. CONTRACT PERFORMANCE SCHEDULE

It is estimated that the additional work described in his supplemental agreement will take 9 months to complete after the date of the Notice to Proceed.

**ROADWAY DESIGN PROJECT**  
**Marigold Avenue from Palmetto Street to CR 580 (Cypress Parkway)**  
**Duke Energy Plan Revisions**

Task	Description	\$198.00	\$179.00	\$137.00	\$132.00	\$137.00	\$121.00	\$0.00	\$0.00	\$0.00	\$151.00	\$121.00	\$105.00	\$65.00	Total Task Cost
		P.M. (hrs)	Sr. Eng. (hrs)	Project Eng. (hrs)	Staff Eng. (hrs)	Sr. Env. Sci. (hrs)	Env. Sci. (hrs)	Sr. Land. Arch. (hrs)	Landscape Arch. (hrs)	Structural Tech. (hrs)	Sr. Tech. (hrs)	Tech. (hrs)	Clerical (hrs)	Total (hrs)	
1	GENERAL TASKS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
2	ROADWAY ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
3	ROADWAY PLANS	31	94	157	188	0	0	0	0	0	0	94	63	0	\$87,278
4	DRAINAGE ANALYSIS	59	118	355	355	59	0	0	0	0	0	118	59	59	\$160,690
5	UTILITIES	11	27	43	27	0	0	0	0	0	0	0	0	0	\$16,466
6	ENVIRONMENTAL PERMITS	5	0	16	0	22	44	0	0	0	0	11	5	5	\$13,701
7	STRUCTURES	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
8	SIGNING & MARKING ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
9	SIGNING & MARKING PLANS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
10	SIGNALIZATION ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
11	SIGNALIZATION PLANS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
12	LIGHTING ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
13	LIGHTING PLANS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
14	LANDSCAPE ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
15	LANDSCAPE DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
16	POST DESIGN SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
17		0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
<b>TOTAL HOURS</b>		106	239	571	570	81	44	0	0	0	223	127	64	2025	
<b>TOTAL LABOR COST (AECOM)</b>		\$20,988	\$42,781	\$78,227	\$75,240	\$11,097	\$5,324	\$0	\$0	\$0	\$26,983	\$13,335	\$4,160	\$278,135	

General tasks include - Public Involvement, spec package, contract setup, and monthly project meetings

**SUBTOTAL LABOR** \$278,135

**DIRECT EXPENSES (1.0%)** \$2,781

**SUB-CONSULTANTS** \$0

\$0

**PROJECT TOTAL FOR AECOM AND SUB-CONSULTANTS** \$280,916