

# DRAFT

## MASTER CONSULTING AGREEMENT # TPO 20-1009-01 AMENDMENT #2

This Amendment, effective as of the date executed by the Polk Transportation Planning Organization (TPO) Chairperson (the “Amendment #1 Effective Date”), is hereby entered into by the TPO, created by the State of Florida in accordance with Title 23 United States Code, Section 134 and Chapter 339.175, Florida Statutes (the “TPO”), situated at 330 W. Church Street, Bartow, Florida 33830, and AECOM Technical Services, Inc., (the “Consultant”), a California corporation, located at 300 South Grand Avenue, 9<sup>th</sup> Floor, Los Angeles, California 90071 and 7650 West Courtney Causeway, Tampa, Florida 33607.

### WITNESSETH:

WHEREAS, the TPO and the Consultant entered into a Master Consulting Agreement dated May 20, 2021 (the “Agreement”) for the purpose of providing certain professional services in connection with transportation planning in Polk County, which is more fully set out in the Agreement; and

WHEREAS, the original term of the Agreement is for a three (3) year period; and

WHEREAS, pursuant to Section 1.2 of the Agreement, the Parties have the option of extending the Agreement for two (2) one (1) year extension terms; and

WHEREAS, the Parties have mutually agreed to extend the Agreement for the second of two (2) available one (1) year extension terms; and

WHEREAS, pursuant to Section 3.1.2. of the Agreement, the Parties have mutually agreed to update the Fee Schedule set forth in Exhibit “B.”

NOW, THEREFORE, the Polk TPO and the Consultant hereby agree to the following:

1. The recitals stated above are true and correct and are fully incorporated herein.
2. The term of the Agreement is extended for a one year period commencing on May 20, 2025, and continuing through May 20, 2026. This term extension is the second of the available two (2) one year term extensions that are provided in Section 1 of the Agreement. May 20, 2025 shall be the Amendment 2 Effective Date.
3. Exhibit “B” shall be replaced in its entirety with the revised Exhibit “B” attached hereto and shall be used for all CSAs issued after May 20, 2025. Pursuant to Section 3.1.2. of the Agreement, the revised Fee Schedule does not apply to CSA’s/CPO’s in effect prior to the Amendment #2 Effective Date.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Amendment #1 Effective Date.

**ATTEST:**

**Polk Transportation Planning Organization  
(TPO)**

By: \_\_\_\_\_  
Executive Director, Polk TPO

By: \_\_\_\_\_  
Trish Pfeiffer, TPO Chairperson

Date Signed By TPO \_\_\_\_\_

Reviewed as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

AECOM Technical Services, Inc.  
a California corporation

By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

Date: \_\_\_\_\_

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 \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument 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 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 \_\_\_\_\_ (Date) .

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

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 "B"**  
**PROFESSIONAL SERVICES FEE SCHEDULE**

**Polk TPO 20-1009-01 Amendment 1**

**Polk TPO**

	<u>Range of Direct</u> <u>Labor Rates</u>		<u>Range of Hourly</u> <u>Billing Rates</u>	
Senior Program Specialist/Principal	\$80.00	\$160.00	\$223.20	\$446.40
Project Manager	\$50.00	\$110.00	\$139.50	\$306.90
Chief Engineer	\$70.00	\$135.00	\$195.30	\$376.65
Senior Engineer	\$60.00	\$100.00	\$167.40	\$279.00
Engineer	\$35.00	\$65.00	\$97.65	\$181.35
Engineering Technician	\$20.00	\$60.00	\$55.80	\$167.40
Chief Planner	\$65.00	\$115.00	\$181.35	\$320.85
Senior Planner	\$50.00	\$85.00	\$139.50	\$237.15
Project Planner	\$35.00	\$55.00	\$97.65	\$153.45
Planner	\$25.00	\$45.00	\$69.75	\$125.55
Community Outreach Specialist	\$30.00	\$55.00	\$83.70	\$153.45
Senior Landscape Architect	\$55.00	\$95.00	\$153.45	\$265.05
Landscape Architect	\$35.00	\$55.00	\$97.65	\$153.45
Senior Architect	\$55.00	\$95.00	\$153.45	\$265.05
Architect	\$35.00	\$65.00	\$97.65	\$181.35
Chief Geologist	\$40.00	\$70.00	\$111.60	\$195.30
Geologist	\$30.00	\$45.00	\$83.70	\$125.55
Utility Coordinator	\$40.00	\$75.00	\$111.60	\$209.25
Scientist	\$50.00	\$75.00	\$139.50	\$209.25
Environmental Specialist	\$30.00	\$55.00	\$83.70	\$153.45
GIS Analyst	\$20.00	\$60.00	\$55.80	\$167.40
Graphic Design/Creative Imaging	\$30.00	\$75.00	\$83.70	\$209.25
Document Production Specialist	\$25.00	\$50.00	\$69.75	\$139.50
Administration and Clerical	\$20.00	\$40.00	\$55.80	\$111.60