

**PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR
IMPROVEMENTS TO THE SOUTHWEST REGIONAL WASTEWATER
TREATMENT FACILITY**

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Black & Veatch Corporation (the “Consultant”) a Delaware corporation, located at 11401 Lamar Avenue, Overland Park, Kansas 66211 and whose Federal Employer Identification Number is 43-1833073.

WHEREAS, the County requires certain professional services in connection with the Southwest Regional Wastewater Treatment Facility (SWRWTF) improvements; and,

WHEREAS, the County has solicited for these services via RFP 24-552, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant, and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the “Effective Date”) of its execution by the County and shall continue until the Consultant completes all Services as identified in Section 2, below, unless the Agreement is otherwise sooner terminated as provided herein.

1.2 A timeline will be established for each Part (as defined in Section 2.2). The timeline for Part 1 Services is included in the Scope of Services attached hereto and incorporated herein as Exhibit “A-iii”, and a timeline for each subsequent Part will be included in an amendment to this Agreement.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 24-552, to include all attachments and addenda, (ii) the Consultant’s responsive

proposal thereto, and (iii) the Scope of Services (collectively, (i) (ii), and (iii) are “RFP 24-552”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

2.2 At its option, the County may choose to modify, add or delete any Services included within the parts as set forth and described in the Consultant’s Project Approach portion of the RFP (collectively, the “Parts”), contained in Exhibit A, by duly executing a written amendment(s) to this Agreement.

2.3. By execution of this Agreement, the County hereby engages the Consultant to perform the Part 1 Services as outlined in Exhibit “A-iii.”

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing Part 1 Services, the County shall pay the Consultant the not to exceed amount of \$3,100,586.00 stated in Exhibit “A-iii” Compensation, which is based on the Consultant’s hourly rate schedule set forth in Exhibit “B”, Fee Schedule, both of which are attached hereto and made a part of this Agreement.

3.1.2 Also, the County and the Consultant shall negotiate not to exceed amount(s) for services to be performed under future parts and base such amount(s) on the Consultant’s hourly rate schedule set forth in Exhibit “B.”

3.1.3 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the hourly rate schedules stated in the attached Exhibit “B.”

3.1.4 The Consultant shall invoice the County based upon the Consultant’s fees that are stated on the attached Exhibit “B”, "Fee Schedule", which is made a part of this Agreement. The Fee Schedule identifies all Consultant job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, and (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

3.1.5 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.6 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880

3.1.7 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.8 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.9 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other required information to the County Auditor's satisfaction.

3.1.10 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.11 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Sub-Consultant
Special Consultants

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all

damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or

consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Professional Liability. \$5,000,000 for errors and omissions, exclusive of defense costs.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the

parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not

transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultants shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written

notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Utilities
1011 Jim Keene Blvd
Winter Haven, FL 33880
Attention: Division Director

For Consultant: Black & Veatch Corporation
11401 Lamar Avenue
Overland Park, KS 66211
Attn: Amanda Schwerman, PE

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and

obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Delaware with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and

will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its

obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Amanda Schwerman, PE

Name: Steve King, PE

Name: Mike Phelps, PE

Name: Andy Westfall, PE

Name: Timur Deniz, PE

Name: Ryan Eck, PE

Name: Brad Vanlandingham, PE

Name: Lucas Botero, PE

Name: David Martins, PE

Name: Neil Massart, PE

Name: Scott Carr, PE

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods

or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement 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 M Dow 2/13/2025
County Attorney's Office Date

ATTEST:

Black & Veatch Corporation,
a Delaware corporation

By: Andrea C. Bernica
Andrea C. Bernica
PRINT NAME
Assistant Secretary
TITLE

By: [Signature]
Rafael E. Frias III, PE
PRINT NAME
Vice President
TITLE

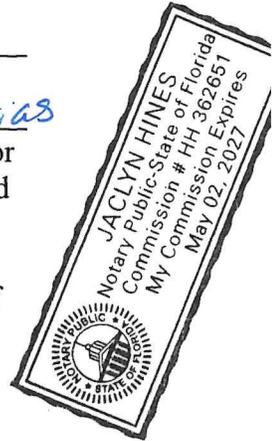
Date: 02/18/2025

SEAL



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 Broward
 The foregoing instrument was acknowledged before me by means of physical
 presence or online notarization this 2/18/2025 (Date) by Matteo K. Frias
 _____ (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
N/A 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 2/18/2025
 _____ (Date) _____ (Official Notary Signature
 and Notary Seal) Jaclyn Hines (Name of Notary typed,
 printed or stamped)
 Commission Number HH 362651 Commission Expiration Date May 2, 2027



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 _____

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 Rafael E. Frias III, 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.

Black & Veatch Corporation
NONGOVERNMENTAL ENTITY


SIGNATURE

Rafael E. Frias III, PE
PRINT NAME

Vice President
TITLE

02/18/2025
DATE



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

Detail by Entity Name

Foreign Profit Corporation

BLACK & VEATCH CORPORATION

Filing Information

Document Number F98000006965

FEI/EIN Number 43-1833073

Date Filed 12/22/1998

State DE

Status ACTIVE

Principal Address

11401 LAMAR
OVERLAND PARK, KS 66211

Changed: 04/25/2012

Mailing Address

11401 LAMAR
OVERLAND PARK, KS 66211

Changed: 11/01/2001

Registered Agent Name & Address

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

Name Changed: 10/25/2004

Address Changed: 10/25/2004

Officer/Director Detail

Name & Address

Title CFO, Director

Williams, Michael
11401 LAMAR
OVERLAND PARK, KS 66211

Title Senior Vice President

HOFFMAN, ANGELA L
 11401 LAMAR
 OVERLAND PARK, KS 66211

Title CEO

Azar, Mario
 11401 LAMAR
 OVERLAND PARK, KS 66211

Title Associate Vice President

Hinkle, Kevin
 11401 LAMAR
 OVERLAND PARK, KS 66211

Title VP

Frias, Rafael
 3111 North University Dr.
 Suite 310
 Coral Springs, FL 33065

Annual Reports

Report Year	Filed Date
2022	04/19/2022
2023	03/06/2023
2024	04/12/2024

Document Images

04/12/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
04/14/2021 -- ANNUAL REPORT	View image in PDF format
04/20/2020 -- ANNUAL REPORT	View image in PDF format
01/29/2019 -- ANNUAL REPORT	View image in PDF format
04/16/2018 -- ANNUAL REPORT	View image in PDF format
02/23/2017 -- ANNUAL REPORT	View image in PDF format
05/05/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
03/22/2016 -- ANNUAL REPORT	View image in PDF format
01/26/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/29/2013 -- ANNUAL REPORT	View image in PDF format
04/25/2012 -- ANNUAL REPORT	View image in PDF format
05/13/2011 -- ANNUAL REPORT	View image in PDF format
04/07/2011 -- ANNUAL REPORT	View image in PDF format
04/30/2010 -- ANNUAL REPORT	View image in PDF format

04/29/2009 -- ANNUAL REPORT	View image in PDF format
04/23/2008 -- ANNUAL REPORT	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
04/18/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
10/25/2004 -- Reg. Agent Change	View image in PDF format
04/29/2004 -- ANNUAL REPORT	View image in PDF format
04/23/2003 -- ANNUAL REPORT	View image in PDF format
05/08/2002 -- ANNUAL REPORT	View image in PDF format
11/01/2001 -- Reg. Agent Change	View image in PDF format
05/03/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
05/12/1999 -- ANNUAL REPORT	View image in PDF format
12/22/1998 -- Foreign Profit	View image in PDF format

Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional engineering services for improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities for Polk County as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

Description: Provide professional engineering services for improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities, to include preliminary and final design, permitting, bid phase, and construction phase services.

Receiving Period: Prior to 2:00 p.m., Wednesday, August 21, 2024.

Bid Opening: Wednesday, August 21, 2024, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held Thursday, July 25, 2024, 1:00 p.m. at the Polk County Administration Building, Procurement Conference Room 150, located at 330 W. Church St, Bartow, FL 33830. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's Proposal will be considered non-responsive.

To receive a copy of **RFP 24-552 Appendix "A" Conceptual Improvements to NWRWWTF and SWRWWTF Final Report and RFP 24-552 Appendix "B", Polk County Utilities Biosolids Dewatering Alternatives Report**, please go to the following FTP site: <https://ftp3.polk-county.net>, and you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 24-552 Appendix A and Appendix B.zip**", select "Open" or "Save As" to download Appendix "A". If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Procurement Analyst, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, August 12, 2024, 4:00 p.m.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 24-552

RFP Title: Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “**RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities**” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	24-552
RFP Title	Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities
Due Date/Time:	August 21, 2024, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email arigoldstein@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 24-552 Tab 1”

“RFP 24-552 Tab 2”

“RFP 24-552 Tab 3”

“RFP 24-552 Tab 4”

“RFP 24-552 Tab 5”

“RFP 24-552 Tab 6”

“RFP 24-552 Tab 7”

“RFP 24-552 Tab 8”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed non-responsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-552
Engineering Services for Improvements to the Northwest and Southwest Regional
Wastewater Treatment Facilities

Sealed proposals will be received in the Procurement Division, Wednesday, August 21, 2024, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website <https://www.polk-county.net/business/procurement>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by Monday, August 12, 2024, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863) 534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks professional engineering services for design, permitting, bid and construction phase services in support of the following projects and as further defined in the Scope of Services section below:

1. Northwest Regional Wastewater Treatment Facility (NWRWWTF) Filter and Dewatering Improvements
2. Southwest Regional Wastewater Treatment Facility (SWRWWTF) Filter, Dewatering, Clarifier, and Electrical Improvements

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate Agreements with one (1) or more consultant(s). There are 2 projects under this RFP. The County intends to have a separate agreement for each project. The County will negotiate a fee schedule and/or overall lump sum price as part of "Selection Process", Elevation Level 4, Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

All services must be performed in accordance with applicable Federal, State and Local regulations.

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

Polk County Utilities (PCU) owns and operates wastewater treatment systems in the Northwest and Southwest Utility Service Areas. PCU recently hired consultants to evaluate multiple systems at each of these facilities. The following summary reports are included in Appendix A. The recommended improvements in that report include the following:

1. *Biosolids Dewatering Alternatives*, December 2022, prepared by Hazen & Sawyer
2. *Conceptual Clarification and Filtration Improvements at the NWRWWTF and SWRWWTF*, March 2024, prepared by Carollo

Based on the recommendations in these documents, Polk County Utilities intends to proceed with the following projects:

1. Northwest Regional Wastewater Treatment Facility (NWRWWTF) Filter and Dewatering Improvements
2. Southwest Regional Wastewater Treatment Facility (SWRWWTF) Filter, Dewatering, Clarifier, and Electrical Improvements

SCOPE OF SERVICES

For each project, the selected firm shall have demonstrated experience in the design, permitting, and construction of wastewater treatment facilities of similar size and complexity. The scope of services to be provided in conjunction with this RFP includes the following:

- Project management services, including contract administration, budget management, invoicing, monthly status reports, project scheduling, coordination with PCU and subconsultants, and meetings.
- Support services, including subsurface utility engineering, geotechnical engineering, land surveying, and threatened/endangered species.
- Preliminary design services, including data collection, site visits, and preparation of a preliminary design report.
- Final design services, including preparation of design drawings, technical specifications, and an opinion of probable construction cost at the 60%, 90% and 100% design milestones. Design services required for the Project are anticipated to include wastewater process, civil/site, landscaping, structural, mechanical, electrical, and instrumentation/controls.
- Permitting services, including attendance at meetings, preparation of permit applications, and responses to requests for additional information (RAI's). It is anticipated that, at a minimum, approvals for the Project will be required from the FDEP and Polk County Land Development Division.
- Bid phase services, including preparation of bid documents, attendance at the pre-bid meeting, preparation of bid addenda, preparation of a bid recommendation, and pre-award services.
- Construction phase services, including construction administration services and resident project representative services.
- Post-construction services, including preparation of record drawings.

AGREEMENT

The term of this agreement is through construction completion which is estimated be for three (3) years after notice to proceed is issued. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Include the following "Submittal Pages" under Tab 1:
 - a. Proposer's Incorporation Information form
 - b. Affidavit Certification of Immigration Laws form
 - c. Employment Eligibility Verification (E-Verify) Certification form
 - d. Signed addendum pages (if applicable)

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regards to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for

wastewater treatment facility improvements of similar size and scope. (Limit response to one (1) page per project)

- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Date project was completed or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services.

Tab 4 Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity, then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.

- Provide documentation of the Proposers' headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Provide documentation of the sub-consultant's headquarters and local offices, if any, and the amount of time the sub-consultant has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
 - The term "Polk County Entity" means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a "Certified Woman or Minority Business Enterprise" (5 Points)

- Polk County Board of County Commissioners has a long-standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company's certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business, then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County's certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.

- If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms' certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County's Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:
 - Valid W/MBE Certification from one of the following:
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 – Interaction with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations, and other related activities. Describe the firm's ability to work with the County's Utilities, Procurement Division, Building Division, Codes Division, and County Attorney's Office staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to FDEP, SWFWMD, and Polk County Land Development Division. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three surveys and score as follows:
 - Average Score between 9-10 10 Points

Personnel, and Technical Resources	
• Interaction w/ County & Regulatory (Tab 6) Agencies	5 points
• Timely Completion of Projects (Tab 7)	<u>5 points</u>
Subtotal Points	80 points
Total Points	<u>100 points</u>

by the following process:

1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

- **EXCELLENT (1.0):** Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

- **VERY GOOD (0.8):** To a high degree; better than or above competent and/or skillful.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

- **GOOD (0.6):** Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior

quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- **UNACCEPTABLE (0.0):** The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee may be required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, the Selection Committee will evaluate both of the Projects identified in the Scope of Services above, and rank each elevated Proposer for each of the 2 total Projects.

Starting with Project #1, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services for that specific project. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified to perform the individual project services, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads

Procurement shall receive and compile each Selection Committee member's ranking of each elevated Proposer for Project #1, and then publish rank-ordered listing of Proposers for Project #1 to the Selection Committee, based on the combined average rankings given each Proposer for Project #1. Procurement will then compile each Selection Committee members' ranking of each elevated Proposer for Project #2, and then publish rank-ordered listing of Proposers for Project #2 to the Selection Committee, based on the combined average rankings given each Proposer for Project #2.

Once both Projects have been evaluated and the Proposers are ranked for each Project, the Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with each of the Proposers to negotiate an agreement for each Project, starting with the highest-ranked Proposer for each Project. After the Board grants approval to authorize staff to negotiate individual agreement(s), said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

In the event of a tie, bids may be awarded to one of the proposers based on any of the following criteria listed below, or as otherwise directed by the Procurement Director to comply with all the provisions of the procurement ordinance.

- Availability or completion period;
- Service availability;
- Previous Consultant record by the Consultants on similar projects or requirements.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no

other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors: Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$5,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <http://www.polk-county.net/boccsite/doing-business/bids/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the

Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be viewed on the County's website at <https://www.polk-county.net/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not

a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- (a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- (b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

- (c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - (d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
 - (iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- (i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - (ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

Item	Description
CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Engineering Services for Hillsborough County WWTF), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2024)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County
RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Contractor)
 Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this ____ day of _____, 20__, by

_____ (*name*) as _____ (*title of officer*) of _____

(*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

The undersigned, as an authorized officer of the contractor identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subconsultant under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20____.

ATTEST:

CONSULTANT:

By: _____

By: _____

PRINTED NAME: _____

PRINTED NAME: _____

Its: _____

Its: _____

July 26, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 1

**RFP 24-552, Engineering Services for Improvements to the Northwest and
Southwest Regional Wastewater Treatment Facilities**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Site visits, Questions and answers.

A **NON-MANDATORY** site visit has been scheduled for the following times and locations:

- Tuesday, July 30, 2024, 9:00 a.m. at the Southwest Regional Wastewater Treatment Facility (SWRWWTF) located at 2000 4th St, Mulberry, FL 33860.
- Thursday, August 1, 2024, 9:00 a.m. at the Northwest Regional Wastewater Treatment Facility (NWRWWTF) located at 8950, N. Campbell Road, Lakeland, FL 33810

Only those firms who attended the Mandatory Pre-Proposal meeting held on July 25, 2024, are eligible to submit a proposal.

Respectfully,

Ari Goldstein

Ari Goldstein
Senior Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature: _____
Printed Name: _____
Title: _____
Company: _____

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities Addendum #1

QUESTIONS AND ANSWERS:

Question 1: Will the County schedule site visits to the two wastewater treatment facilities?

Answer 1: Yes. Refer to page 1 of this Addendum for the time and locations for the non-mandatory site visits.

Question 2: Who will be the selection committee members for this RFP?

Answer 2: The selection committee members are:

- **James Tully, Utilities Division**
- **Holden Wright, Utilities Division**
- **Jason Jennings, Utilities Division**
- **Jeff Goolsby, Utilities Division**
- **Darrell Johnson, Supplier Diversity**

Question 3: Will this RFP be federally funded?

Answer 3: No.

Question 4: What is the estimated construction cost for each project?

Answer 4: The estimated construction cost for the NWRWWTF Filter, Dewatering Improvements is \$10 million. The estimated construction cost for the SWRWWTF Filter, Dewatering, Clarifier, MCC Improvements is \$20 million.

Question 5: Is this project funded?

Answer 5: The County anticipates this project to be funded as part of the Capital Improvement Project budget for Fiscal Year 2024/2025 that will be going to the Board for approval this September, going into effect October 1, 2024.

Question 6: Does the County want or anticipate scheduling construction for both the NWRWWTF and SWRWWTF at the same time?

Answer 6: It is the County's preference to begin construction at both sites as soon as possible even if that means both construction projects are going on at the same time.

Question 7: Does the County want an accelerated construction schedule for both sites?

Answer 7: The County does not have a schedule preference but is open to the idea of an accelerated construction schedule if it is in our best interest.

Question 8: Will the County consider alternative equipment to those listed in the technical specifications?

Answer 8: Yes. Information on alternative equipment will need to be submitted to the County and reviewed by the Utilities division. If it is determined that the alternative equipment is an equal to equipment listed in the technical specifications, the County will accept the alternative.

August 19, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 2

**RFP 24-552, Engineering Services for Improvements to the Northwest and
Southwest Regional Wastewater Treatment Facilities**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revisions, Questions and answers.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 28, 2024, prior to 2:00 p.m.

Respectfully,

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst

Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

Addendum #2

QUESTIONS AND ANSWERS

Question 1: For the proposals, does the County want one overall proposal for both projects or one proposal for each project?

Answer 1: Proposers should submit one proposal for this RFP. Proposers may identify the specific project(s) they are interested in under Tab 2, Approach to Project, however, information submitted under Tab 2 should focus on the overall approach to the project as described in the Scope of Services section of this RFP. Following submittal of the proposals, the selection committee will score the proposals and create a single ranking. This ranking will be used to elevate proposers to interviews. Following the interviews, the selection committee will create two separate rankings for the two projects listed in the RFP.

Question 2: Are record drawings available for the two facilities?

Answer 2: Record drawings will be made available during design.

Question 3: It was discussed at the pre-proposal meeting that separate approach sections for each facility may be desired. Could you confirm that two separate approaches are desired and confirm the number of pages for each facility's approach?

Answer 3: Refer to Question and Answer 1 above.

Question 4: Can we put the Project Schedule in an Appendix?

Answer 4: A proposed project schedule should be included in the firm's proposal under Tab 2, Approach to Project.

Question 5: Can we reuse the Survey Questionnaires from RFP 23-618 proposal response without having to go back to the client again?

Answer 5: Yes, as long as the project referenced in the previous RFP's survey is identified in Tab 3 as one of the firm's recent projects for this RFP.

Question 6: Can you provide record drawings for both the SW and NW WWTPs?

Answer 6: Refer to Question and Answer 2 above.

Question 7: For the Performance Surveys, is it ok to include a client contact who we worked with on the project while they were at the company at the time, but is now with a different employer?

Answer 7: No. The survey will need to be completed by a representative of the company for which work was completed.

Question 8: Please provide existing yard piping, hydraulic profile, structural, mechanical and electrical drawings for the clarifiers and filters at each facility.

Answer 8: More detailed information on the facilities will be made available during design.

Question 9: Would the County consider extending the due date for proposals one week?

Answer 9: Yes. Please see the revised submittal date on page 1 of this addendum.

Question 10: The PCU Biosolids Dewatering Alternatives Report (Hazen 2022), recommends relocating the screw presses from the NERWWTF to the NWRWWTF. The report indicates that PCU staff would likely support the relocation provided all the moving parts associated with screw presses are replaced. Further, there is reference to FKC developing a proposal for refurbishing the screw presses.

- a. What were FKC's estimated costs for refurbishment?
- b. Would the County be willing to share FKC's proposal?
- c. Considering the estimated costs for refurbishment, has there been any change in the County's strategy for biosolids dewatering at the NWRWWTF?

Answer 10: PCU has not solicited a proposal from FKC for these services. PCU has not changed its strategy for biosolids dewatering at the NWRWWTF.

Question 11: Does the County still wish to retain the existing mobile dewatering facilities as a back-up to the permanent biosolids dewatering facilities at the SWRWWTF and NWRWWTF?

Answer 11: PCU will consider keeping the mobile dewatering facilities in operation based on condition of the facilities and the cost of operation.

Question 12: An alternative delivery method such as Construction Manager at Risk (CMAR) was briefly mentioned in the pre-proposal meeting as a strategy to compress the delivery schedule.

- a. Has the County pre-qualified CMAR contractors for delivery of utilities projects?

Answer 12: No. The method for procuring construction services will be determined during the preliminary design phase.

Question 13: What is the scope of the electrical improvements planned for the SWRWWTF?

Answer 13: The exact scope of electrical improvements at the SWRWWTF will be determined during design. This may include design and construction of a new electrical building to house Motor Control Centers (MCCs) and other equipment necessary for the proposed improvements.

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TAB 1
Executive Summary



1 | Executive Summary

28 August 2024

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

RE: 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

Dear Selection Committee Members,

Polk County has established goals and objectives to achieve its long-term vision for the efficient operation of the County's Northwest Regional and Southwest Regional Wastewater Treatment Facilities (NWRWWTF and SWRWWTF) including meeting regulatory requirements. We have assembled a team of highly qualified professionals with extensive experience and expertise who will collaborate with County staff to successfully execute all of the improvements requested at the NWRWWTF and SWRWWTF.

For more than a hundred years, Black & Veatch developed wastewater treatment designs and designed projects at plants with a combined capacity of more than 8 billions gallons per day. In Florida alone, that includes designs at well over 100 plants ranging in size from a fractional million gallons per day (mgd) to over 100 mgd. In addition to the strong Black & Veatch group of professionals, we have augmented our team with several highly qualified local subconsultants that provide unique skills and professional resources.

- ECHO Utility Engineering and Survey
- Madrid CPWG Geotechnical
- Earth Resources Consulting Scientists

CONTACT PERSON:

Amanda Schwerman, PE
Black & Veatch Corporation
1715 N. Westshore Blvd.,
Suite 725
Tampa, FL 33607
(813) 207-7943
SchwermanA@bv.com

Number of Years in Business:

Founded in 1915, Black & Veatch Corporation has been in business for 109 years.

Number of Full-Time Employees:

12,366

100+ YEARS
60+ YEARS
SERVING UTILITY
CLIENTS IN FLORIDA

12K+ GLOBAL WORKFORCE

300+
PROFESSIONALS IN FLORIDA

7 OFFICES IN FLORIDA
TAMPA
FORT MYERS
ORLANDO
JACKSONVILLE
CORAL SPRINGS
CORAL GABLES
LAKE WORTH

2023 ENR RANKINGS
TOP 500 DESIGN SOURCEBOOK



- 5 Water Trans. Lines & Aqueeducts
- 8 Water Supply
- 10 Wastewater Treatment Plants
- 11 Water Treatment & Desalination
- 11 Sewer & Waste
- 12 Sanitary & Storm Sewers



- 2 Solar Power
- 3 Power
- 4 Fossil Fuel
- 4 Hydro Plants
- 5 Transmission & Distribution
- 9 Nuclear Plants



- 2 Towers & Antennae
- 4 Telecommunications
- 5 Transmission Lines & Cabling

EXECUTIVE SUMMARY

The technical expertise and project experience of the Black & Veatch team provides the County many benefits, including the following.

A COMMON-SENSE APPROACH. The County needs improvements that just work well from the beginning. We believe in not over complicating designs and believe in using common sense to design long-lasting infrastructure to meet the County's needs. We will not reinvent the wheel, but we will give the County a design that can be trusted. We will use a step-by-step method to understand the condition and performance of existing treatment systems, evaluate treatment alternatives, design the necessary improvements, and oversee the construction of the facility.

OPERATIONS FOCUSED DESIGN AND EXECUTION. The key to a good wastewater treatment facility is to design the facility for its operations staff. The key to upgrading an existing facility, while keeping it running, is to provide a design and project execution that is efficient, with proper workflows, minimal downtime and a focus on ease of maintenance. Through our operations staff and focus on operability, our team will provide the County with a solution that works and addresses the needs of the operators while consistently and reliably meeting effluent goals and requirements. We will provide a design and project execution that is efficient, with proper workflows, minimal downtime and a focus on ease of maintenance.

PROJECT INNOVATIONS TO MEET THE COUNTY'S GOALS.

The Black & Veatch team brings several specific innovations and experience to enhance the County's ability to meet your goals for the two regional wastewater facilities. For example, we can integrate electrical resilience into the design to enable fewer single points of failure. As the leading water/energy nexus company in this segment, we can complete a business case evaluation to assess the viability of incorporating solar power into the design and through our numerous asset management projects, we are the best suited to update the asset management system with the new equipment and facilities.

Black & Veatch appreciates your consideration of our professional qualifications and look forward to continuing our successful relationship with Polk County. Should you have any questions related to this statement of qualifications, do not hesitate to call us at (813) 207-7943. On behalf of the Black & Veatch team, we look forward to working with you in this endeavor.

Very truly yours,

BLACK & VEATCH



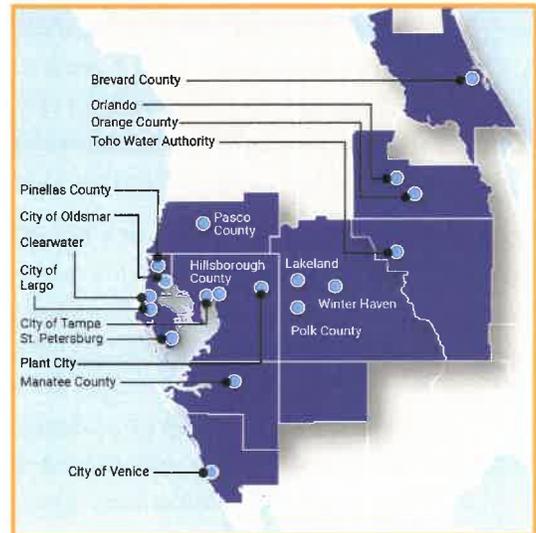
Amanda Schwerman, PE
Project Director



Steven King, PE
Project Manager

A Reliable, Trusted Partner.
For more than 60 years, Black & Veatch has worked together with utilities in Florida to find optimal, cost-effective wastewater infrastructure solutions for the public and environment.

Black & Veatch has extensive Central Florida wastewater treatment experience as illustrated on the map below.



INCORPORATION BY THE SECRETARY OF STATE

State of Florida Department of State

I certify from the records of this office that BLACK & VEATCH CORPORATION is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 22, 1998.

The document number of this corporation is F98000006965.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 12, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of April, 2024*




Secretary of State

Tracking Number: 8271 711135CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

FIRM'S CERTIFICATION(S) FROM THE STATE OF FLORIDA

Professional Engineer License

Black & Veatch is licensed to provide professional engineering services in the State of Florida.

Florida House Bill 1193, as passed by the Florida Legislature in the 2020 Regular Session, removes the requirement that a Professional Engineer, Geologist, or Architect obtain a separate business license in addition to the occupational license issued to the individual. There is no longer a license to obtain or renew as a company license. Black & Veatch is listed on the State's current free registry and maintains "active" status.

The screenshot shows the Florida Department of Business & Professional Regulation website. The header includes the logo and navigation links for HOME, CONTACT US, and MY ACCOUNT. The page is titled "LICENSEE DETAILS" and shows the following information:

- Licensee Information:**
 - Name: BLACK & VEATCH CORPORATION (Primary Name)
 - Main Address: 11401 LAMAR AVE. OVERLAND PARK Kansas 66211
 - County: OUT OF STATE
 - License Location: 11401 LAMAR AVE OVERLAND PARK KS 66211
 - County: OUT OF STATE
- License Information:**
 - License Type: Engineering Business Registry
 - Rank: Registry
 - License Number: 8132
 - Status: Current
 - Licensure Date: 02/19/1999
 - Expires:

On the left side, there is a menu for "ONLINE SERVICES" including: Apply for a License, Verify a Licensee, View Food & Lodging Inspections, File a Complaint, Continuing Education Course Search, View Application Status, Find Exam Information, Unlicensed Activity Search, and AB&T Delinquent Invoice & Activity List Search. The date 2/23 26 PM 7/29/2024 is displayed in the top right corner.

Licensee

Name:	BLACK & VEATCH CORPORATION	License Number:	8132
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	02/19/1999

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
61912	Current, Active	FRIAS, RAFAEL E III	Registry	02/25/2019	Professional Engineer	02/28/2025

REQUIRED FORMS

The required forms and supporting information listed below are provided on the following pages:

- Incorporation Information, includes W-9
- Affidavit Certification Immigration Laws
- Employment Eligibility Verification
- Addendum #1 Acknowledgment
- Addendum #2 Acknowledgment

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Black & Veatch Corporation

DBA/Fictitious Name (if applicable): Not applicable

TIN #: 43-18333073

Address: 1715 N. Westshore Blvd., Suite 725

City: Tampa

State: Florida

Zip Code: 33607

County: Hillsborough County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Amanda Schwerman, PE

Phone Number: 813-207-7943

Cell Phone Number: 727-612-6863

Email Address: SchwermanA@bv.com

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: Delaware

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Form **W-9**
 (Rev. March 2024)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See <i>Specific Instructions</i> on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>BLACK & VEATCH CORPORATION</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p><i>(Applies to accounts maintained outside the United States.)</i></p> <p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>11401 LAMAR AVE</p> <p>6 City, state, and ZIP code</p> <p>OVERLAND PARK, KS 66211</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
--	---

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%;"></td> </tr> </table>											
or											
Employer identification number											
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 10%; text-align: center;">4</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">1</td> <td style="width: 10%; text-align: center;">8</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">3</td> <td style="width: 10%; text-align: center;">0</td> <td style="width: 10%; text-align: center;">7</td> <td style="width: 10%; text-align: center;">3</td> </tr> </table>	4	3	-	1	8	3	3	0	7	3	
4	3	-	1	8	3	3	0	7	3		

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **4/1/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Black & Veatch Corporation

Signature: *William J. Wells*

Title: Vice President

Date: July 31, 2024

State of: South Carolina

County of: Greenville

The foregoing instrument was acknowledged before me by means of physical presence or

online notarization, this 31st day of July, 2024, by

William J. Wells (name) as Vice President (title of officer) of Black + Veatch Corporation

(entity name), on behalf of the company, who is personally known to me or has produced

_____ as identification.

Notary Public Signature: *Cynthia C. Madden*

Printed Name of Notary Public: Cynthia C. Madden

Notary Commission Number and Expiration: Number: Not assigned in SC

(AFFIX NOTARY SEAL)

Expiration: 01/23/2033



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

The undersigned, as an authorized officer of the contractor identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

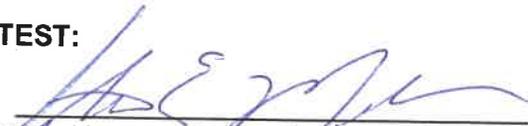
1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subconsultant under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

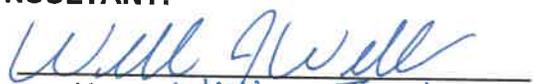
3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 31 day of July, 2024.

ATTEST:

By: 
PRINTED NAME: STEVEN MECK
Its: General Counsel

CONSULTANT:

By: 
PRINTED NAME: William J. Wells
Its: Vice President

July 26, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 1

**RFP 24-552, Engineering Services for Improvements to the Northwest and
Southwest Regional Wastewater Treatment Facilities**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Site visits, Questions and answers.

A **NON-MANDATORY** site visit has been scheduled for the following times and locations:

- Tuesday, July 30, 2024, 9:00 a.m. at the Southwest Regional Wastewater Treatment Facility (SWRWWTF) located at 2000 4th St, Mulberry, FL 33860.
- Thursday, August 1, 2024, 9:00 a.m. at the Northwest Regional Wastewater Treatment Facility (NWRWWTF) located at 8950, N. Campbell Road, Lakeland, FL 33810

Only those firms who attended the Mandatory Pre-Proposal meeting held on July 25, 2024, are eligible to submit a proposal.

Respectfully,

Ari Goldstein

Ari Goldstein
Senior Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature:



Printed Name:

William J. Wells

Title:

Vice President

Company:

Black + Veatch Corporation

August 19, 2024

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA**

ADDENDUM # 2

**RFP 24-552, Engineering Services for Improvements to the Northwest and
Southwest Regional Wastewater Treatment Facilities**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the RFP Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Revisions, Questions and answers.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, August 28, 2024, prior to 2:00 p.m.

Respectfully,

Ari Goldstein

Ari Goldstein

Senior Procurement Analyst

Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal. This is the only acknowledgment required.**

Signature:



Printed Name:

William J. Wells, PE

Title:

Vice President

Company:

Black + Veatch Corporation

TAB 2

Approach to Project



2 | Approach to Project

PROJECT UNDERSTANDING

Our team of expert technical professionals will collaborate closely with your management, engineering, and operations staff to ensure that every aspect of your project is thoroughly examined and optimized. By partnering with Black & Veatch's Operations Group and our experienced engineers, who are licensed operators with extensive experience in WWTF operations, we can fully understand and integrate the key priorities of Polk County into the design process. Our collaborative approach ensures that your project is completed on time, within budget, and to your exact specifications.

We proposed to execute the work in three phases, Project Identification and Design, Detailed Design, Bidding and Construction, and Construction Phase and Startup, as illustrated on the following pages. This approach is recommended at both sites and would be used should the County elect to complete the improvements at each site with the same consultant.

Black & Veatch has sufficient availability and staff to execute the scope of work outlined to the right at both sites simultaneously.

- NWRWWTF improvements will include effluent filter replacement, potentially interim filtration solutions during construction, and a new sludge dewatering structure with relocated screw presses.
- SWRWWTF improvements will include effluent filter replacement, potentially interim filtration solutions during construction, a new sludge dewatering structure, new centrifuges, a new clarifier and a new electrical building (Motor Control Center) improvements.

QUALITY ASSURANCE AND CONTROL

A Collaborative Story

Black & Veatch's commitment to delivering high quality deliverables and services to our clients is one of the primary reasons the company has thrived in the water industry for well over 100 years and built an industry-leading reputation for quality. We have developed a Quality Management System (QMS) that is ISO-9001 compliant that further ensures our projects are developed and delivered to the highest quality. Key elements include lessons-learned, technical discipline reviews, overall coordination review, constructability reviews, safety by design, and operations review.



WE KNOW DEWATERING FACILITIES

Black & Veatch completed the design, permitting and CPS services for a new Solids Dewatering Facility in Hillsborough County. Similar to the PCU NWRWWTF, this facility uses pre-purchased screw presses. It also included new polymer feed, water pressure booster, WAS fees pumps, truck loading and filtrate/washdown pump stations.

PROJECT APPROACH AND SCHEDULE

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">PHASE 1 PROJECT DEFINITION & PRELIMINARY DESIGN</p>	<p>REQUIRED OUTCOME</p> <ul style="list-style-type: none"> Clear understanding of the project objectives, schedule, and team organization Selection of project delivery method <p>APPROACH STEPS</p> <ul style="list-style-type: none"> Review potential project enhancements Review innovative alternatives Detailed kickoff meeting and site visits with operations and engineering Clear understanding of schematic and spatial layout, how processes are controlled <p>DELIVERABLES</p> <ul style="list-style-type: none"> Sizing of major equipment Develop site plan layouts for both sites Initial one-line diagrams and P&IDs Kickoff meeting notes Project workflow model Basis of design report (preliminary design – 30%) – including permit requirements list; and cost estimate 	<p style="text-align: center;">SCHEDULE</p> <ul style="list-style-type: none"> 1/2025 Notice to Proceed 4/2025 Complete basis of design
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">PHASE 2 DETAILED DESIGN, BIDDING & PERMITTING</p>	<p>REQUIRED OUTCOME</p> <ul style="list-style-type: none"> Biddable and constructable plans and specifications that offer a safe and common-sense solution Permitting <p>WORKSHOPS</p> <ul style="list-style-type: none"> Major process equipment early procurement meetings Constructability and operability reviews 60% Design, 90% design and final design <p>If traditional design-bid-build:</p> <ul style="list-style-type: none"> Bidding Addendum response Bid evaluations <p>If CMAR:</p> <ul style="list-style-type: none"> CMAR procurement support CMAR collaboration GMP evaluation Value engineering Constructability reviews <p>DELIVERABLES</p> <ul style="list-style-type: none"> 60%, 90% & final documents, including construction phasing plan Signed and sealed bid documents Final cost estimate Approved FDEP and other permits 	<ul style="list-style-type: none"> 3/2026 Complete detailed design 6/2026 Complete bid phase (if traditional project delivery, N/A if CMAR)
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">PHASE 3 CONSTRUCTION PHASE & STARTUP</p>	<p>REQUIRED OUTCOME</p> <ul style="list-style-type: none"> Early procurement of long lead-time equipment Completed construction with minimal delays and limited change orders <p>WORKSHOPS</p> <ul style="list-style-type: none"> Progress meetings MOPO meetings Startup & commissioning planning and workshops Construction management <p>DELIVERABLES</p> <ul style="list-style-type: none"> Construction inspection services Submittal and RFI response / tracking Construction progress reports / monitoring MOPO plans Startup and commission reports Record drawings 	<ul style="list-style-type: none"> Substantial completion estimated at 20 months from NTP Feb 2028 Final completion 2 months from substantial completion

APPROACH TO IMPROVEMENT SWRWTF

BACKWASH SIDESTREAM MANAGEMENT

Black & Veatch will consider an integrated backwash/sidestream management system to maximize the use of the existing and new structures to minimize solids return to the liquids treatment train. Backwash system will be optimized to minimize O&M costs by modeling the pumps/blowers to not over-size the equipment, thereby reducing electrical costs.

ING

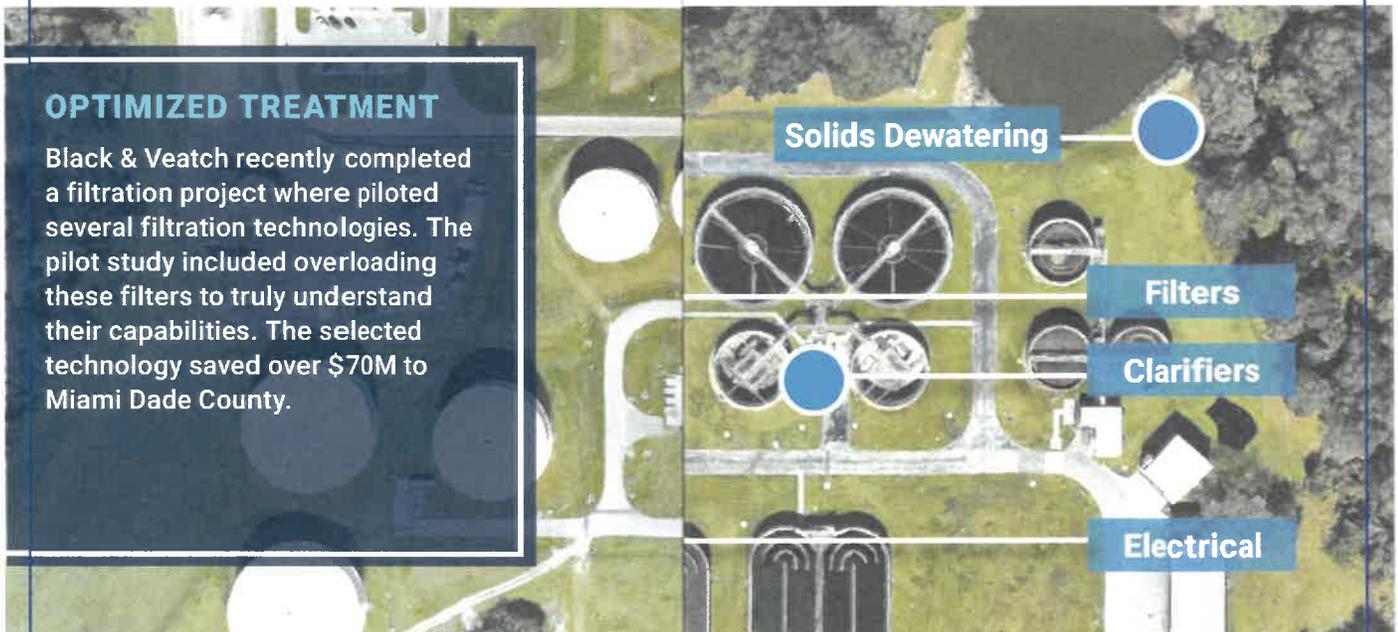
located in a new structure. space, near tanks and assist with solids hauling. washdown installed and presence with ensure optimal reducing and limiting the fired.

ELECTRICAL IMPROVEMENTS

Electrical improvements include installation of new conditioned electrical building, new MCCs and VFDs. Building and gear to be arc-flash rated. Existing electrical room to be proposed as a new Lab for the plant, design can include this as well. Black & Veatch will conduct a load study to ensure Polk County has the right size equipment and enough spares for future expansion. Additionally Polk County will benefit from a design that considers raising everything to avoid any flooding.

OPTIMIZED TREATMENT

Black & Veatch recently completed a filtration project where piloted several filtration technologies. The pilot study included overloading these filters to truly understand their capabilities. The selected technology saved over \$70M to Miami Dade County.



FILTER REPLACEMENT

Black & Veatch understands that deep bed sand filter design requires attention to details. Our design will prevent media migration and ensure proper media backwash which will prevent solids, fecal coliform, Cryptosporidium and Giardia breakthrough in these system. Also, computational fluid dynamics modeling during design will prevent hydraulic issues. We will evaluate newer nozzle type underdrain system which may have better life cycle cost than conventional underdrains.

SOLIDS DEWATERING

Relocated screw gates that are installed in a new structure. space, near tanks and assist with solids hauling. washdown installed and presence with ensure optimal reducing and limiting the fired.

RAS PUMPING IMPROVEMENTS

Existing common RAS suction header make blanket control in each clarifier very challenging as we have seen in many WWTFs. Reconfiguring RAS suction line to enable dedicated RAS pumps for each clarifier will allow controlling sludge blanket depth better for more robust and reliable operation. This can be achieved with minor modifications. Elimination of telescoping WAS valves and providing a new WAS discharge from the RAS header and modulating valve will simplify WAS operation as well.

ADDITIONAL KEY COMPONENTS OF THE BLACK & VEATCH APPROACH

We will provide a well-planned Maintenance of Plant Operations (MOPO) which is critical to a keeping the facilities running during construction.

The construction-phase services will focus on keeping the project on track for budget and schedule as well as supporting Polk County in the MOPO throughout construction. The MOPO plan will be developed during preliminary design and will be revised as needed to be responsive to the needs of the project and Polk County staff. Black & Veatch's goal during construction is maintain permit compliance during construction and minimize the costs related to work that require temporary treatment and bypass methods.

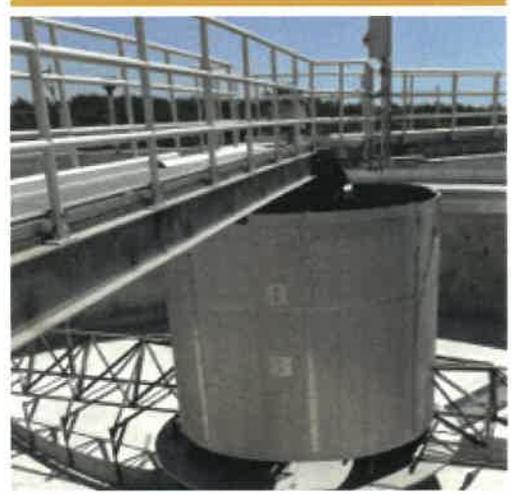
We also understand there might be an opportunity to "clean up" the piping at the SWRWTF as part of the existing clarifier demolition. In order for that to happen, special care must be given to subsurface utility locates, construction phasing and overall coordination. Black & Veatch has recent experience with complex locates and phasing, specifically at Pasco County's Embassy Hills WWTF. This project is a multi-year, multi-phase project that required a plan to upgrade electrical, influent pump station, secondary clarifiers, and effluent filters along with BNR process conversion to Bardenpho. Our detailed planning has resulted in a time savings and kept the plant in operation throughout construction while achieving effluent limits consistently.

Black & Veatch has a unique ability to support Start-up/Commissioning with our certified operations staff.

Black & Veatch's process and operations specialists will work with Polk County and the contractor to properly initiate operations for new systems at the plant, and ensure that operators get the proper training, knowledge, and resources needed for long-term success. Chris Andres, a licensed plant operator, will help Polk County through the entire startup and commissioning process. Chris is a local resident, which will allow him to be available at all project stages.

EXPEDITING SCHEDULE VIA ALTERNATIVE DELIVERY

As a Florida-licensed Contractor, Black & Veatch provides the County with an enhanced understanding of the pre-construction services and construction activities, risks and implementation challenges using the CMAR method. Should the County choose a CMAR, we will leverage our lessons learned to collaborate with the County; from developing a favorable CMAR agreement through GMP Negotiations as well as being the County Advocate throughout the Construction. This will include development of early equipment procurement packages to help reduce long lead-time elements of the project.



INNOVATIVE DESIGN

Secondary Clarifier Design: Secondary clarifier mechanism design might be considered standard or typical. We believe, innovation is always possible with every process. An innovative concept is to implement a McKinney baffle, for the feed well, diffuse the mixed liquor into the sludge blanket at a point where the density of the sludge blanket is closer to the density of the mixed liquor, thus diminishing the waterfall effect of the mixed liquor when discharged at a higher level and avoid density currents.

Implementation Success: Black & Veatch has implemented innovative McKinney baffle design successfully on many of our projects and most recently for the Florida Power & Light's new Clean Water Recovery Center at Turkey Point as shown in picture above. Black & Veatch worked with Prof. McKinney directly to bring the technology to the United States. Intensive testing showed this design achieved superior performance over standard design.

Benefit to Polk County: The proposed McKinney baffle would help dissipate flow density currents and reduce short circuiting, thereby providing more consistent performance over a wider operating range.

TAB 3

Experience, Expertise,
Personnel & Technical Resources



3

Experience, Expertise, Personnel & Technical Resources

Our proven experience with numerous wastewater treatment facility improvements ensures that Polk County receives an effective team capable of delivering common sense solutions, innovative ideas, and quality results within budget.

Black & Veatch has been serving clients in Florida for over 60 years, providing engineering services from our seven Florida offices, including Tampa and Orlando. These engineers are backed by Black & Veatch's 100+ years of experience providing services in a wide range of disciplines.

We have assembled a team of exceptionally experienced professionals to meet Polk County's needs for the improvements to both the NWRWWTF and SWRWWTF. Our team will be led by Project Manager **Steven King**, who has 24 years of experience completing projects for Florida utilities.

As highlighted in this section, our team includes a number of professionals whose experience makes them uniquely qualified to provide value to the County.



Our teams' experience includes complex electrical gear upgrades similar to the electrical needs at the SWRWWTF. Our experience ensure Polk County will see limited service interruptions while getting a safe, arc-flash rated electrical system.

ELECTRICAL IMPROVEMENTS

Power and Energy is the largest industry supported by Black & Veatch. Our international industry leadership in energy is also practiced locally. We routinely leverage our energy expertise to deliver innovative solutions and optimizations to our water utility clients. **We will ensure the electrical upgrades include arc-flash rated gear to meet all safety standards and increase resilience of the facilities, just as we have done for St. Petersburg, City of Venice, and many others. Our detailed construction sequencing plan will ensure the facilities remain in service throughout construction.**

COMPLICATED SITE CONDITIONS

Black & Veatch and our team members have worked at some of the most complicated wastewater treatment facilities in Florida, including Miami-Dade and Orange Counties. **Our team brings a wealth of experience dealing with congested and complicated facilities, as well as a proven track record of implementing innovative solutions. By partnering with us, Polk County can benefit from our expertise and innovative thought processes to help streamline operations and achieve optimal results.**

CLARIFICATION & FILTRATION

Clarification and filtration are essential treatment processes. Our team has extensive experience designing and constructing secondary clarifiers, cloth media filtration and deep bed sand filters designed to achieve required water quality including Giardia and Crypto removal. **We believe maintaining consistency of design and operation for staff is an important goal for Polk County and the Black & Veatch team will design for ease of maintenance while optimizing treatment performance.**

DEWATERING/BIOSOLIDS

Black & Veatch has completed over 20 biosolids projects in Florida, including the design of centrifuges, screw presses, etc. and we recently completed a Long-Term Biosolids Management Programs for the City of Lakeland and Sarasota County. **We understand the regulatory environment and nuances of the required equipment which will enable us to successfully manage Polk County's dewatering needs at both facilities.**



Embassy Hills WWTF Improvements

PASCO COUNTY UTILITIES | LAND O' LAKES, FL

The Embassy Hills Wastewater Treatment Facility (EHWTF) is a 3.5 MGD rated conventional activated sludge wastewater facility. Black & Veatch completed a facility assessment to evaluate the plant operations and infrastructure, identify condition and remaining life of the equipment, and define improvements needed to maintain reliable operation, then design and construct those improvements.

This work included the development of a calibrated BioWin process model to support the design enhancements. The following improvements were included in the design:

- New influent pumps station
- New mechanical screening
- Conversion of existing MLE Process to a 4-Stage Bardenpho process to meet a lower total nitrogen limit of 3 mg/L without expanding the BNR basin volume.
- Switching from surface aerators to fine bubble diffused aeration with PD blowers
- Clarifier improvements
- Conversion of existing traveling bridge filters to cloth disk filters
- Facility-wide electrical improvements
- Facility-wide I&C/SCADA improvements

Black & Veatch supported the County in determining the best construction delivery method. A CMAR approach was selected, which allowed the County to phase the construction over a 4-year period, under two separate Guaranteed Maximum Prices (GMPs), allowing the County to meet their budgetary constraints.

The majority of GMP-1 work has been completed, and the second phase (GMP-2) has been initiated. Construction will be completed in 2025.

PROJECT REPRESENTATIVE

Ken Chahine, PE
Pasco County Florida
(813) 235-6189
kchahine@pascocountyfl.net

SIZE AND COST OF PROJECT

Size:3.5 MGD
Original: \$3.5M | \$30M Const
Final: \$4.2M | \$35M Const

PROJECT COMPLETION DATE

2025, on schedule

FIRM'S RESPONSIBILITY

Prime

CHANGE ORDERS

1 Owner Initiated Change Order

TIME EXTENSIONS

1 Owner Initiated Time Extension

CONNECTED KEY STAFF

- Michael Tache
- Andrew Westfall*
- Robert Burchett
- Steven King*
- Timur Deniz*
- Brad Vanlandingham*
- Ryan Eck*
- Lucas Botero*
- David Martins*

*Indicates staff who worked on representative project.



RELEVANCE TO POLK COUNTY:

- Preliminary and Detailed Design
- Construction Phase Services
- Filter upgrades
- Complex Site Yard Piping Updates
- Dewatering Upgrades
- Clarifier improvements
- Electrical Upgrades
- MOPO

South WRF Phase V Improvements

ORANGE COUNTY UTILITIES | ORANGE COUNTY, FL

The Orange County Utilities Phase V Improvements project expanded the treatment capacity of the South Water Reclamation Facility (SWRF) from 43.0 MGD AADF to 56 MGD AADF. Black & Veatch provided study, design, permitting and construction phase services.

Improvements include construction of new facilities combined with major and minor modifications to existing facilities. New or improved facilities include new screenings equipment, new vortex grit removal systems, conversion of abandoned rectangular clarifiers to step-feed BNR basin, new aeration systems with fine bubble diffusers, new blower building with three single-stage integrally geared high speed blowers, a new secondary clarifier, effluent filtration facilities, disinfection facilities, additional 10 MG of effluent storage, sludge thickening and dewatering upgrades, anaerobic digester cover upgrades, electrical/control improvements, and general site improvements.

Electrical improvements include major electrical equipment with one new 1750 kW engine generator. Given concerns with electrical equipment age and reliability, select major electrical equipment was fast-tracked, constructed separately, and in operation.

The Phase V improvements also included a sidestream treatment analysis to determine the best approach to handling dewatering return streams high in ammonia and phosphorus. Options considered include equalization, chemical treatment, "shortcut" nitrogen removal, and struvite recovery. Conversion of existing sludge storage to EQ storage for filtrate/centrate to allow controlled feed to the biological process was the proposed option.

Black & Veatch also developed a MOPO for the complex project. Due to the number of new structures constructed in a very congested areas of the existing facility, the project included substantial subsurface utility locate effort. Black & Veatch worked successfully work with the County and the Contractor for the construction of the project while keeping the plant in compliance.

PROJECT REPRESENTATIVE

Alan Gay, PE
 Senior Engineer
 9150 Curry Ford Road
 Orlando, FL 32825
 (407) 254-9724
 Alan.Gay@ocfl.net

SIZE AND COST OF PROJECT

Size:56 MGD
 Original: \$5.2M
 Final: \$5.2M

PROJECT COMPLETION DATE

2023, on schedule

FIRM'S RESPONSIBILITY

Prime

CHANGE ORDERS

2 Amendments to extend CPS Services

TIME EXTENSIONS

2 time extensions for CPS Services

CONNECTED KEY STAFF

- Steven King*
- Andrew Westfall*
- Timur Deniz*
- Brad Vanlandingham*
- Lucas Botero*

*Indicates staff who worked on representative project.



Brighton WWTP Expansion

SEMINOLE TRIBE | HOLLYWOOD, FL

The Brighton WWTP is a Sequencing Batch Reactor plant that uses diffused aeration system which is automated and utilizes DO/ORP for control. The plant also has aerated sludge holding tanks for solids processing and a fan press dewatering system. Additionally, at the facility, there is a pond meant for temporary storage of the treated effluent prior to being sent to the ultimate disposal system, which is a deep injection well located about two miles away. There is a new influent pump station designed for the current and future flows to the facility, along with new collection system piping onsite. The plant will also have new chlorine pumping and storage systems and a new generator sized to handle the entire facility.

Black & Veatch completed the design for the expansion of the Brighton WWTP for the Seminole Tribe of Florida. **The project expanded the existing plant treatment capacity from 150,000 gallons gal/day to 300,000 gallons gal/day AADF with considerations for future build-out of 400,000 gallons gal/day.** Improvements included headworks mechanical screening and grit removal, new flow splitter box structure, upgrades to existing SBR basin equipment, new SBR and sludge holding tanks and equipment, aeration turbo blowers and piping, fan press dewatering system, effluent storage pond and disc filtration system; electrical, blower, and dewatering buildings; Emergency Operations Center/Administration building; and site paving, grading, and drainage improvements.

Our tasks also included construction phase services with submittal reviews, RFI, payment application review, progress meeting attendance and updates, and other special inspections (i.e., structural or electrical).

PROJECT REPRESENTATIVE

Ranthus Fouch, PE
Seminole Tribe of Florida
(954) 894-1060 ext 10986
Ranthusfouch@semtribe.com

SIZE AND COST OF PROJECT

Size:0.3 MGD
Original: \$2M
Final: \$2.7M

PROJECT COMPLETION DATE

2025, on schedule

FIRM'S RESPONSIBILITY

Prime

CHANGE ORDERS

3 Amendments to add scope and schedule

TIME EXTENSIONS

One for CPS services extension

CONNECTED KEY STAFF

- Steven King*
- Andrew Westfall*
- Timur Deniz*
- Brad Vanlandingham*
- Ryan Eck*
- Lucas Botero*

*Indicates staff who worked on representative project.



RELEVANCE TO POLK COUNTY:

- Preliminary and Detailed Design
- Construction Phase Services
- Extensive Electrical Upgrades
- Flood protection
- CMAR delivery

City of St. Petersburg NEWRF Electrical Distribution System Improvements

CITY OF ST. PETERSBURG | ST. PETERSBURG, FL

Black & Veatch supported electrical system improvements at the City’s 16-MGD NEWRF to improve safety and reliability. This project utilized the CMAR delivery method and was combined with three additional projects designed by other firms: Effluent Distribution Pump Station, Injection Well IW-4, and Sidewalk Improvements along 62nd Avenue.

The NEWRF electrical project involved implementation of a new centralized backup power facility with three new diesel-fueled engine generators and a new looped 12kV distribution duct bank system that greatly enhance the reliability of the plant. The project accomplishes widespread replacement of aging electrical infrastructure, including four new electrical buildings housing step-down transformers, 480-Volt Switchgears, and MCCs. All new facilities were elevated above the flood elevation in this low-lying coastal community.

This project demonstrates overcoming challenges critical to project success, such as maintaining plant operations while replacing nearly all electrical system components from switchgear to conduit and point-to-point wiring.

Black & Veatch demonstrated a collaborative approach interfacing with numerous parties including the City, CMAR, Owner’s Advisor, other design consultants, subconsultants, subcontractors, Institute for Sustainable Infrastructure, permitting agencies, public stakeholders and neighbors, and the 100+ Black & Veatch professionals who have worked on this project.

Black & Veatch is supporting the City of St. Petersburg as the lead Envision consultant for the NEWRF. In efforts to increase sustainability, resiliency, and safety of the wastewater treatment process for the community, Black & Veatch organized, developed, and submitted the required documentation for achieving the Envision Gold Award Recognition.

The design enables electrical resilience for the facility and removed any single point of electrical failure.

PROJECT REPRESENTATIVE

Tanel Andry
 City of St. Petersburg
 (727) 892-5382
 Tanel.andry@stpete.org

SIZE AND COST OF PROJECT

Size:16 MGD
 Original: \$3.3M
 Final: \$3.3M

PROJECT COMPLETION DATE

2026, on schedule

FIRM’S RESPONSIBILITY

Prime

CHANGE ORDERS

5 Amendments initiated by the Owner authorizing the next phase of work.

TIME EXTENSIONS

5 time extensions associated, one with each amendment.

CONNECTED KEY STAFF

- Rebecca Oliva
- Andrew Westfall*
- Amanda Schwerman*
- Ryan Eck*
- David Martins*
- Anna Zimmerman
- Mark Allaire

*Indicates staff who worked on representative project.



Northwest Regional WRF Solids Dewatering

HILLSBOROUGH COUNTY | HILLSBOROUGH COUNTY, FL

Black & Veatch provided design, permitting, bidding, and construction phase services to support implementation of a new biosolids processing and dewatering facility for the their 30-mgd Northwest Regional Water Reclamation Facility. The new facility includes the following major elements:

- Aerated WAS holding tank
- Three blowers for WAS tanks
- WAS feed pumping station
- Four screw presses
- Polymer storage/feed system
- Advanced truck loadout facility
- Dewatering building with advanced architectural treatment
- Filtrate & washdown pumping stations
- New conditioned electrical room
- Supporting civil, stormwater, structural, electrical and I&C systems

Black & Veatch developed the facility's design on a fast-track basis, working under a unique approach as an extension of County staff. Black & Veatch also supported the project's unusual delivery method, which included a portion of the construction completed under an alternative project delivery, while another phase was competitively bid.

PROJECT REPRESENTATIVE

Kathryn McAuliffe, PE
Hillsborough County, Florida
(813) 272-5977 ext 43342
McAuliffeK@hcfl.gov

SIZE AND COST OF PROJECT

Size:30 MGD
Original: \$1.3M
Final: \$1.3M

PROJECT COMPLETION DATE

2024, on schedule

FIRM'S RESPONSIBILITY

Prime

CHANGE ORDERS

None

TIME EXTENSIONS

None

CONNECTED KEY STAFF

- Andy Westfall*
- Steven King*
- Lucas Botero*
- Timur Deniz*
- Ryan Eck*
- Brad Vanlandingham*
- Duane Hicks
- Scott Carr*
- Neil Massart*
- Sam Miller
- David Martins*
- Mark Chomtid

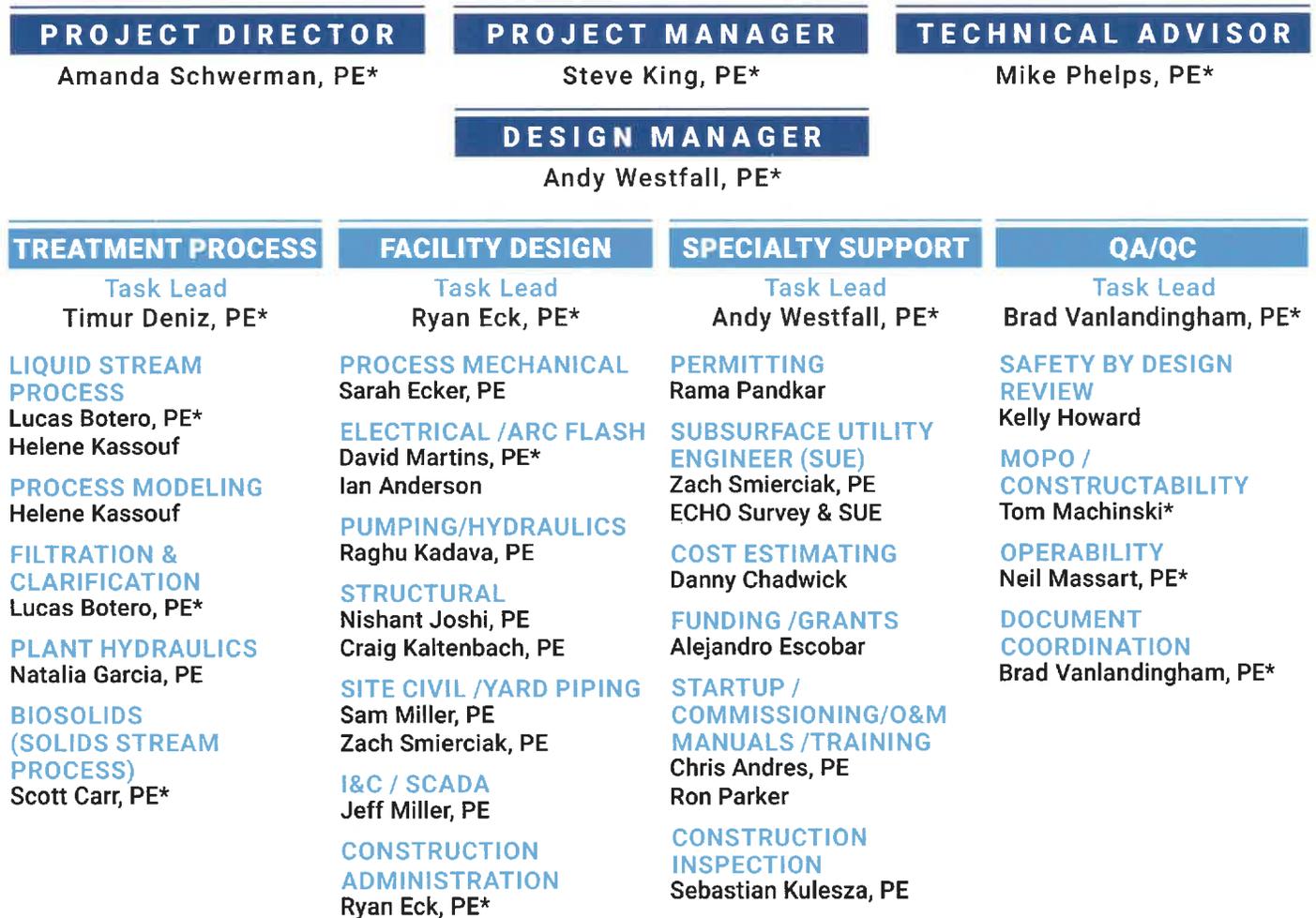
*Indicates staff who worked on representative project.

TEAM ORGANIZATIONAL CHART

We have assembled a project team tailored specifically for the needs of the NWRWWTF and SWRWWTF projects. Our unmatched capabilities and extensive experience with clarification, filtration, solids dewatering, complex sites and electrical upgrades align us perfectly to execute this Project for Polk County.

The organizational chart of our team identifies the primary project roles that individuals will lead to ensure a successful project. These members have worked together on numerous projects and are committed to serving Polk County on this project. The team is highly localized to Florida which allows us to provide quick response to project needs.

POLK COUNTY



SUPPORT TEAM	
CHEMICAL FEED Erin Briggerman, PE	ASSET MANAGEMENT Sanjay Puranik, PE
ODOR CONTROL Lynn Moss, PE	HVAC/ MECHANICAL Kegan Garrison
BLOWERS Brian Huska, PE	ARCHITECTURAL Duane Hicks
ENGINE GENERATORS James Otterby, PE	

SUBCONSULTANTS
SURVEY/SUE Echo UES, Inc.
GEOTECH Madrid CPWG
ENVIRONMENTAL / ECOLOGICAL Earth Resources

Over 70% of staff listed are local to Florida, including all 3 subconsultants

*Denotes Key Personnel

UNIQUE QUALIFICATIONS OF KEY TEAM MEMBERS

Our selection process for the Black & Veatch technical team was guided by a philosophy that prioritizes making life easier for County Staff. By providing high-quality, innovative deliverables, we ensure that the needs and goals of Polk County are met with maximum efficiency and effectiveness.

All key staff on the team have worked together on numerous projects and share the same dedication to delivering a successful project to Polk County. Each person was hand picked for how their technical skill set will support the project and the overall benefits they bring to the County.

In addition to the resumes for each of the Key Staff, the table below is provided as a quick reference for each person's role, years of experience, workload availability, office location and home location. Additionally, specific bullet points are provided for each person to quickly summarize the benefits that each brings to the team and to the County.

The cornerstones of our team are:

-  **Quality deliverables with a focus on being efficient, with proper workflows, minimal facility downtime and ease of maintenance.**
-  **A commonsense approach to design.**
-  **Our ability to enhance the design with services such as asset management and electrical resilience to meet the County's overall goals and mission.**
-  **Safety by Design.**



Our City Water Resources folks are experienced and know what they want. We greatly appreciate that you have listened to what they want and designed around our needs."

**- TANEL ANDRY, PE
PROJECT MANAGER, CITY OF ST. PETE**

KEY STAFF	ROLE	YRS. EXPERIENCE	AVAILABILITY	OFFICE	HOME
Steven King	Project Manager	24	60%	Tampa	Tampa
Amanda Schwerman	Project Director	19	45%	Tampa	St. Pete
Andy Westfall	Design Manager	35	50%	Tampa	Tampa
Mike Phelps	Technical Advisor	28	25%	Virtual	Auburndale
Timur Deniz	Treatment Process	21	40%	Orlando	Maitland
Ryan Eck	Facility Design	13	40%	Tampa	Dunedin
Brad Vanlandingham	QA/QC	38	40%	Orlando	Orlando
Lucas Botero	Liquid Stream Process	28	45%	Lake Worth	Wellington
David Martins	Electrical	12	50%	Tampa	Land O'Lakes
Scott Carr	Dewatering/Biosolids	40	55%	Kansas City	Kansas City
Tom Machinski	MOPO / Constructibility	35	45%	Tampa	Valrico
Neil Massart	Operability	30	40%	Kansas City	Kansas City



Amanda Schwerman, PE
PROJECT DIRECTOR

- Ensures consistent and high-quality service to the project and County
- Supported PCU on over 20+ work assignments from 2018 to present
- Extensive experience with resilience and asset management



Steve King, PE
PROJECT MANAGER

- Ensures high quality deliverables through deep understanding of the Black & Veatch team's capabilities and Florida regulations
- Managed/executed over 70 projects within the region



Mike Phelps, PE
TECHNICAL ADVISOR

- Ensures project is delivered to PCU standards due to 26+ years successfully delivering projects for PCU
- Wide range of expertise allows Mike to make informed decisions about all aspects of the project



Andy Westfall, PE
DESIGN MANAGER/TASK LEAD

- Ensures the project is delivered efficiently with all tasks and components working seamlessly together
- Has successfully executed 300+ multi-faceted design projects



Timur Deniz, PE
TREATMENT PROCESS TASK LEAD

- Has worked on over 125 wastewater facilities and understands what works through lessons learned to deliver the most optimal project
- Sets the foundation for a successful approach



Ryan Eck, PE
FACILITY DESIGN TASK LEAD

- Facilitates designs that focus on operability and ease of maintenance
- Extensive experience with full scale and pilot plants, research & design, and construction engineering and inspection (CEI) services



Brad Vanlandingham, PE
QA/QC TASK LEAD

- Ensures QA/QC happens before deliverables are submitted.
- Experience ensures all aspects of the design, operability and constructability are considered



Lucas Botero, PE
LIQUID STREAM PROCESS

- Brings innovation in the form of technology and creativity for sites with complicated piping
- Has worked at some of the largest WWTFs in the country and thoroughly understands complicated site conditions



David Martins, PE
ELECTRICAL

- Supports complex electrical/control system upgrades at facilities that can be implemented while maintaining functionality
- Focuses on longevity and flexibility of the electrical design



Scott Carr, PE
DEWATERING / BIOSOLIDS

- Support proper installation of use equipment from lessons learned on Hillsborough County project
- Has worked on numerous Florida specific dewatering and biosolids projects



Tom Machinski
MOPO / CONSTRUCTABILITY

- Ensures designs are constructible while keeping plants in operation
- Anticipates and identifies issues during construction to proactively implement effect solutions



Neil Massart, PE
OPERABILITY

- Ensures the design supports ease of operations and common sense
- Focused on County goals for long-term operation

KEY SUBCONSULTANTS

Black & Veatch recognizes that our business partners are a valuable resource and an integral part of the project team. The strengths of firms of varying specialties supporting one another and communicating effectively provide great benefit to Polk County projects. Black & Veatch strives to offer significant and challenging responsibilities to our teaming partners and fosters open communication strategies among all partners. The Black & Veatch team is supported by three subconsultants who all either have local offices in Polk County and are Polk County “entities” or are women or minority owned businesses.

Madrid Engineering/CPWG | *Geotechnical Engineering*

Madrid Engineering Group, Inc., d/b/a/ Madrid CPWG is a Polk County-based engineering company established in 1992 and located in Bartow for 25 years. Specific expertise includes Full Service Professional Geotechnical Engineering along with construction materials testing, and construction engineering inspection (CEI) services. In addition, Madrid has specialty service departments such as drilling services, laboratory testing, and other support services. The corporate office is in Bartow, Florida, with additional Madrid CPWG offices in Tampa and Winter Springs in Central Florida. **Madrid CPWG is a certified MBE by the State of Florida with other small, minority and/or disadvantaged business certifications from entities such as the FDOT, Federal SBA, as well as several County and City governments.**

The overall company has nine technical Divisions; the GeoSciences Group includes four of those divisions and essentially runs out of the Bartow Office. The GeoSciences Group Divisions include Geo-Engineering, Structural/Forensics, CEI/CMT and Drilling. Madrid CPWG’s expertise is based on the technical knowledge and experience of its employees, whose diverse backgrounds include the specialties of geotechnical engineering, structural engineering, materials science, geology and field exploration and testing. The company’s professional staff is complimented by soils and construction field and lab technicians; a versatile fleet of company owned drill rigs and CPT equipment; a full-service geotechnical laboratory and a full-service construction materials testing (CMT) laboratory.



Madrid CPWG has completed nearly 10,000 projects throughout Florida, most drilled using in-house drilling services.

Madrid CPWG’s geotechnical and CMT laboratories and tests performed are certified under AASHTO R18 and accredited by the Construction Materials Engineering Council (CMEC). Madrid CPWG performs a full suite of strength, compressibility, permeability and index tests for a wide variety of materials including soil, aggregate, rock, concrete and asphalt. Field testing capabilities include field density testing by nuclear, drive sleeve and sand cone method, in-place moisture content, concrete slump, air content and temperature. With Madrid CPWG’s equipment, manpower and experience, Madrid CPWG can respond to emergency and planned projects and have experience coordinating with many agencies. **Madrid CPWG is also a W/MBE firm with the State of Florida UCP and many other agencies as well as a Small Business with the South Florida Water Management District and other agencies.**

Echo Utility Engineering & Survey | *Land Surveying; Subsurface Utility Engineering and Locating*

ECHO UES, Inc. (ECHO) was founded by a group of partners with civil engineering, surveying, construction, and utility/GIS backgrounds, who believe in providing high-quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction and maintenance of infrastructure. ECHO has provided its services for over six years and currently has three offices in Florida located in Tampa, Orlando, and Gainesville. ECHO currently employs 111 full-time employees and has 34 field crews that will provide services for this project.

ECHO was founded in 2017 to provide subsurface utility engineering and survey and mapping professional services throughout Florida for a variety of projects, assisting owners, engineers and constructors improve their performance throughout the entire project cycle, from design to construction and maintenance of infrastructure. In 2021, ECHO also began offering utility coordination services to firms throughout the state to fully round out our service offerings.

Services provided include the study, analysis and depiction of existing underground utilities potentially impacted by a project, in addition to the collection of accurate topographical and specific purpose surveys to represent the above ground site conditions.



Field work is performed with the use of highly specialized technology and equipment, to include surface geophysical equipment, pipe and cable locators, ground penetrating radar, vacuum excavation units, total stations, GPS and laser scanners. The field data once collected is reviewed and processed, and our final deliverables consist of 3D digital representations of the site conditions above and below ground.

ECHO works on many different types of projects, including water, wastewater and reclaimed water facilities; in general, ECHO's services are requested anywhere there is the need for obtaining above and below ground accurate information for infrastructure improvements.

Polk County Experience:

- Polk NERWWTF Clarifier Addition
- Polk County Utilities Wetland Monitoring Survey
- Polk County NERWWTF Electrical Upgrades
- Polk NERWWTF Expansion

Earth Resources Consulting Scientists | *Environmental/Ecological Services*

Earth Resources, Inc. is a **woman-owned environmental consulting** firm based in Tampa, Florida. The company's areas of expertise include ecological studies and analysis, protected species surveys and permitting, habitat restoration, wetland monitoring, and preparation of NEPA documents.

Earth Resource's knowledge of Florida ecosystems coupled with their knowledge of the laws and rules governing regulation enable the company to find creative solutions for their clients.



Earth Resources' staff of skilled environmental scientists provide a full-range of environmental consulting services. They maintain the latest, most advanced field equipment and software programs, operated by a staff that is continually trained as technology advances.

RESUMES

Key Personnel

Amanda Schwerman, PE, ENV SP Project Director.....	28
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Andy Westfall, PE, ENV SP Design Manager / Specialty Support Task Lead.....	31
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Lucas Botero, PE, ENV SP, BCEE Liquid Stream Process.....	33
Ryan Eck, PE Facility Design Task Lead.....	34
David Martins, PE Electrical.....	35
Scott Carr, PE, BCEE Biosolids / Solids Stream Process.....	36
Brad Vanlandingham, PE QA / QC Task Lead.....	37
Tom Machinski MOPO / Constructability.....	38
Neil Massart, PE Operability.....	39

Subconsultants

Andrew Niazeff, PE Geotechnical Engineering Division Leader.....	40
Jason Stanley Survey / Sue.....	41
Nancy Scott Environmental / Ecological.....	42

AMANDA SCHWERMAN, PE, ENV SP

PROJECT DIRECTOR

Amanda experience is focused on water and wastewater-related planning projects. Her expertise lies in water and wastewater hydraulic modeling, but she has experience with process/mechanical design as well. She is involved with professional societies including chairing the WEF Collections System Committee's workshop group, working on the WEF Envision Taskforce, participating with AWWAs Engineering Modeling Applications Committee (EMAC) and M32 Updates, is a Trustee and the Membership Chair for WateReuse Florida and is a certified Envision Sustainability Professional.

City of St. Petersburg | NEWRF Electrical Distribution System Improvements; St. Petersburg, FL | \$3.3M

Engineering Manager. Responsible for study, design, permitting, construction phase services to support comprehensive upgrade of the electrical power distribution system at the City's 20 mgd Northwest WRF. A study was performed to prioritize the replacement of various elements of the plant's electrical infrastructure. The improvements selected for design and implementation include replacement of the plant 15 kV electrical distribution switchgear, replacement of 12-unit substation transformers, and MCC / SCADA improvements around the facility. The design required the development of a very detailed sequence of construction to ensure that the improvements are constructible while avoiding a disruption in the operation of the plant.

Polk County | Wastewater Treatment Facilities Data Collection; Winter Haven, FL | \$19K

Engineering Manager. The County owns and operates seven wastewater treatment facilities (WWTFs) within six regional utility service areas, including four regional facilities and three smaller "package" plants. As part of a comprehensive asset management program, Black & Veatch collected asset inventory data and condition information from these facilities for use in a Computerized Maintenance Management System (CMMS). The condition of each asset was scored 1-5 with 5 being the worst score. Black & Veatch utilized Survey123 for the data collection templates, prepared a site inspection and safety plan, and performed QA/QC on the collected data.

Plant City | Wastewater Master Plan; Plant City, FL | \$441K

Engineering Manager. Plant City's Utilities Department collection system services a population of approximately 38,000 people. The goal and objective of the Wastewater Master Plan (Project) is to assist City staff in providing a reliable and robust system with adequate capacity to accommodate future growth within the City's sewer service area. Their collection system includes more than 140 miles of gravity pipes, 20 miles of forcemain, and 44 lift stations using InfoWorks ICM.



OFFICE LOCATION

Tampa, FL

EDUCATION

- MS, Environmental Science and Engineering, Colorado School of Mines
- BS, Engineering, Colorado School of Mines

PROFESSIONAL REGISTRATION

- PE – FL, #70751
- Envision™ Sustainability Professional

PROFESSIONAL ASSOCIATIONS

- American Water Works Association (Engineering Modeling Applications Committee, and M32 Update Contributor)
- Water Environmental Federation (Collections Systems Committee, Workshop subcommittee Vice Chair)
- Florida Water Environment Association
- WateReuse Association (Trustee 2016-2019 and Membership Chair)

YEARS EXPERIENCE

19

STEVE KING, PE

PROJECT MANAGER

Steven has gained a variety of experience in Project Management during his 24 year career. Projects have included many different types of water/wastewater projects including: Wastewater plant design, construction management, project management, utility investigation, filtration design, solids dewatering, pipeline design, regulatory compliance and permit preparation and review. He also has extensive experience obtaining regulatory approvals for a variety of water and wastewater projects. Prior experience includes working as Permitting Supervisor during a seven-year employment with FDEP.

Seminole Tribe of Florida | WWTP Expansion | Brighton, FL | \$2M

Project Manager. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd. The addition of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. Project Management through the design, permitting, change orders and all aspects of the project. The design was completed on schedule and the project is now moving to the construction phase.

Hillsborough County | NWRWF Solids Dewatering Facility | Odessa, FL | \$1.3M

Project Manager. Responsible for the design, permitting and construction phase services for the new solids dewatering facility at the Northwest Regional Water Reclamation Facility for Hillsborough County. The design includes the use of four screw presses to dewater the sludge in a new building and all of the appurtenances, including new WAS storage tanks, feed pumps, flocculation tanks, polymer feed systems, water booster pumps, electrical and I&C and two separate pump stations.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

QA/QC Manager/Permitting Assistance. Capital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County's money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices. Additionally, improvements to enhance resiliency were identified and evaluated for consideration.



OFFICE LOCATION

Tampa, FL

EDUCATION

- BS, Chemical Engineering, University of South Florida

PROFESSIONAL REGISTRATION

- PE – FL, # 74954

PROFESSIONAL ASSOCIATIONS

- American Water Works Association - Region IV Chair

YEARS EXPERIENCE

24

Additional Project Experience:

- Orange County Utilities South WRF Phase V Improvements
- City of St. Petersburg NEWRF Electrical Distribution System Improvements

MIKE PHELPS, PE, ENV SP

TECHNICAL ADVISOR

Michael has 28 years of experience with a wide variety of drainage and civil engineering projects. He has completed numerous municipal projects including dozens of drainage improvements, stormwater master plans, utility system designs, parks and recreational facility projects, and civil engineering for public sector clients. He has managed numerous contracts for engineering services for counties and cities throughout Florida. In this role, Michael has successfully prepared team management and quality assurance plans to properly staff and execute projects.

Southwest Florida Water Management District | General Engineering Services; Brooksville, FL | 82K

Quality Assurance Leader. Multi-disciplined set of service-based contracts that included watershed management plans, geotechnical evaluations, surveying and mapping, water quality assessments, ecological restorations, and drainage improvements

City of Lakeland | Stormwater Master Plan Update; Lakeland, FL | \$1.2M

Contract Manager, Quality Assurance Leader. Contract manager for the comprehensive stormwater master plan update. The original citywide master plan utilized SWMM to simulate various rainfall scenarios and flood conditions. The new updated plan converted the previous model to ICPR4 to provide the City an improved tool to analyze the impacts of proposed drainage improvements, floodplain limits and future development impacts.

Hillsborough County | Continuing Contract for Stormwater; Hillsborough County, FL | \$443K

Contract Manager, Quality Assurance Leader. Contract manager for stormwater services in Hillsborough County. Projects included roadway drainage improvements, development review for compliance with stormwater standards, watershed management program, and permitting.

Polk County | Continuing Services for Drainage and Natural Resources; Polk County, FL | 19K

Project Manager & QA Leader. Multiple water resources improvement projects including Water Quality Master Plans for Lake Lena and Eagle Lake. Other projects included water quality and stormwater management projects drainage improvements.



OFFICE LOCATION

Tampa, FL

EDUCATION

- MS, Water Resources Engineering, University of Central Florida
- BS, Civil Engineering, University of Central Florida

PROFESSIONAL REGISTRATION

- PE – FL, #53315
- PE – GA, #45819
- ENV SP, #433733

PROFESSIONAL ASSOCIATIONS

- American Society of Civil Engineers

YEARS EXPERIENCE

28

ANDY WESTFALL, PE, ENV SP

DESIGN MANAGER / SPECIALTY SUPPORT TASK LEAD

Andy has decades of successful experience managing and executing water, wastewater, and reclaimed water projects. His 35 years of experience have been dedicated to managing and executing water, wastewater, and reclaimed water projects for municipal utility clients in the Central Florida area. His project experience includes engineering studies, master planning, preliminary and detailed design, permitting, bidding, and construction phase engineering services for a wide range of water infrastructure projects. His strengths include attentive and successful project management, client responsiveness, and team/staff development.

City of St. Petersburg | NEWRF Electrical Distribution System Improvements; St. Petersburg, FL | \$3.3M

Project Manager. Responsible for study, design, permitting, construction phase services to support comprehensive upgrade of the electrical power distribution system at the City's 20 mgd Northwest WRF. A study was performed to prioritize the replacement of various elements of the plant's electrical infrastructure. The improvements selected for design and implementation include replacement of the plant 15 kV electrical distribution switchgear, replacement of 12-unit substation transformers, and MCC / SCADA improvements around the facility. The design required the development of a very detailed sequence of construction to ensure that the improvements are constructible while avoiding a disruption in the operation of the plant.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

QA/QC Manager. Capital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County's money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices. Additionally, improvements to enhance resiliency were identified and evaluated for consideration.

Orange County Utilities | South WRF Phase V Improvements; Orange County, FL | \$5.2M

QA/QC Manager. The Phase V Improvements increased the wastewater treatment capacity of the Orange County's South Water Reclamation Facility (SWRF) from 43.0 mgd average annual daily flow (AADF) to 56.0 MGD AADF by converting the former North Plant rectangular clarifiers into a step-feed biological nutrient removal (BNR) treatment process, constructing a new 165-ft clarifier and associated RAS/WAS pumping stations, and adding more filters, chlorine contact volume, effluent storage and pumping, and biosolids thickening units.



OFFICE LOCATION

Tampa, FL

EDUCATION

- BS, Civil Engineering, University of Texas at Austin

PROFESSIONAL REGISTRATION

- PE – FL, #47693

PROFESSIONAL ASSOCIATIONS

- American Water Works Association
- Water Environment Federation
- Florida Water Environmental Association
- Institute for Sustainable Infrastructure

YEARS EXPERIENCE

35

Additional Project Experience:

- Seminole Tribe Brighton WWTP Expansion
- Hillsborough County Northwest Regional WRF Solids Dewatering

TIMUR DENIZ, PHD, PE, BCEE

TREATMENT PROCESS TASK LEAD

Timur has 21 years of experience with wastewater treatment plant design, construction, and studies. He specializes in biological nutrient removal (BNR) processes, process and capacity evaluation, and optimization of existing BNR facilities for rerates, expansions, and upgrades. Additionally, he has extensive experience in modeling, detail design, and process optimization of nutrient removal processes including MLE, A2O, and four-Stage and five-Stage Bardenpho™ processes. Timur has worked as the lead design engineer for conventional activated sludge and membrane bioreactor (MBR) wastewater treatment plants (WWTPs). He is primary author of Chapter 12 of WEF Manual of Practice No. 8 “Design of Water Resource Recovery Facilities”, Chapter 10 and co-author of Chapter 11 of WEF Manual of Practice No 29 “Operation of Nutrient Removal Facilities”.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O’ Lakes, FL | \$3.5M

Lead Process Engineer. Capital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County’s money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices.

Orange County Utilities | South WRF Phase V Improvements; Orange County, FL | \$5.2M

Lead Process Engineer. The Phase V Improvements increased the wastewater treatment capacity of the Orange County’s South Water Reclamation Facility (SWRF) from 43.0 mgd average annual daily flow (AADF) to 56.0 MGD AADF by converting the former North Plant rectangular clarifiers into a step-feed biological nutrient removal (BNR) treatment process, constructing a new 165-ft clarifier and associated RAS/WAS pumping stations, and adding more filters, chlorine contact volume, effluent storage and pumping, and biosolids thickening units. The former North Plant rectangular clarifiers were converted to a step-feed process with four passes and referred to as the North 2 BNR train which provides 20 mgd treatment capacity.

Seminole Tribe of Florida | WWTP Expansion; Brighton, FL | \$2M

Principal Process Engineer. The Brighton WWTP has a treatment capacity of 0.15 MGD AADF. Black & Veatch was tasked with expanding the treatment capacity to 0.30 MGD AADF. Leading the process design for the project. The plant expansion included influent pump station and headworks improvements, two new sequencing batch reactors, one aerobic sludge holding tank (SHT), process aeration improvements, new fan press solids dewatering system and an effluent storage pond.



OFFICE LOCATION

Orlando, FL

EDUCATION

- PhD, Environmental Engineering & Science, Clemson University
- MS, Environmental Systems Engineering, Clemson University
- BS, Environmental Engineering, Dokuz Eylül University

PROFESSIONAL REGISTRATION

- PE – FL, #70085
- PE – SC, #25780

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation
- American Academy of Environmental Engineers and Scientists

YEARS EXPERIENCE

21

Additional Project Experience:

- Hillsborough County Northwest Regional WRF Solids Dewatering

LUCAS BOTERO, PE, ENV SP, BCEE

LIQUID STREAM PROCESS

Lucas has been involved in studies, design, construction, and resident phase engineering in several infrastructure, water, wastewater, and reuse projects. His involvement has included project development and contract preparation, project planning and budgets, preparation of construction documents and project schedules, and resident engineering services. He has 28 years of experience in environmental engineering. He has a broad-based knowledge of wastewater treatment process engineering with an emphasis on plant capacity evaluations, activated sludge design including biological and chemical nutrient removal, treatment plant modeling, industrial waste treatment, headworks design, effluent disinfection, and sludge processing. He is primary author of Chapter 11 of the WEF Manual of Practice No. 8 "Design of Municipal WWTPs," as well as other manuals of practice.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

Process Engineer. Lucas led the process engineering work including capacity analysis of the plant, condition assessment of the plant, detailed design activities, influent pump station modifications, screening replacement, replacement of the shallow bed filters with a pile cloth media system, conversion of the existing aeration system from surface aerators to blowers and fine bubble diffusers, and reconfiguration of the MLR pipe.

Seminole Tribe of Florida | WWTP Expansion; Brighton, FL | \$2M

Process Engineer. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd. The addition of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. Project Management through the design, permitting, change orders and all aspects of the project. The design was completed on schedule and the project is now moving to the construction phase.

Orange County Utilities | South WRF Phase V Improvements; Orange County, FL | \$5.2M

Process Specialist. The Phase V Improvements increased the wastewater treatment capacity of the Orange County's South Water Reclamation Facility (SWRF) from 43.0 mgd average annual daily flow (AADF) to 56.0 MGD AADF by converting the former North Plant rectangular clarifiers into a step-feed biological nutrient removal (BNR) treatment process, constructing a new 165-ft clarifier and associated RAS/WAS pumping stations, and adding more filters, chlorine contact volume, effluent storage and pumping, and biosolids thickening units. The former North Plant rectangular clarifiers were converted to a step-feed process with four passes and referred to as the North 2 BNR train which provides 20 mgd treatment capacity.



OFFICE LOCATION

Coral Springs, FL

EDUCATION

- MS, Civil Engineering, Environmental Engineering, California State University
- BS, Civil Engineering, Javeriana University

PROFESSIONAL REGISTRATION

- PE – FL, #67242
- PE – FL, #17687
- PE – Colombia, #2520260893 CND

PROFESSIONAL ASSOCIATIONS

- WEF's Grit Characterization Task Force - Chair
- Water Environment Federation, Municipal Wastewater Treatment Design Subcommittee
- Water Environment Federation
- International Water Association
- Florida Water Environment Association
- Board Certified Environmental Engineer (BCEE), American Academy of Environmental Engineers
- Envision® Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure

YEARS EXPERIENCE

28

Additional Project Experience:

- Hillsborough County Northwest Regional WRF Solids Dewatering

RYAN ECK, PE

FACILITY DESIGN TASK LEAD

Ryan graduated with honors from the University of South Florida in Tampa, FL with a Bachelor of Science in Civil Engineering. Apart from his studies at USF he participated in research investigating fouling of reverse osmosis membranes and was active in several engineering societies. Upon graduation, He entered the desalination sector where he gained valuable design experience with various desalination processes as well as a number of leading pretreatment technologies. Currently, Ryan is a civil engineer with Black & Veatch in the Tampa, FL office where he has been working closely with engineering staff on projects involving Water Treatment and Disposal and Water Distribution Analysis.

City of St. Petersburg | NEWRF Electrical Distribution System Improvements; St. Petersburg, FL | \$3.3M

Design Engineer. Responsible for study, design, permitting, construction phase services to support comprehensive upgrade of the electrical power distribution system at the City's 20 mgd Northwest WRF. A study was performed to prioritize the replacement of various elements of the plant's electrical infrastructure. The improvements selected for design and implementation include replacement of the plant 15 kV electrical distribution switchgear, replacement of 12-unit substation transformers, and MCC / SCADA improvements around the facility. The design required the development of a very detailed sequence of construction to ensure that the improvements are constructible while avoiding a disruption in the operation of the plant.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

Design Engineer. DCapital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County's money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices. Additionally, improvements to enhance resiliency were identified and evaluated for consideration.

Seminole Tribe of Florida | WWTP Expansion; Brighton, FL | \$2M

Design Engineer. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd. The addition of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. Project Management through the design, permitting, change orders and all aspects of the project. The design was completed on schedule and the project is now moving to the construction phase.



OFFICE LOCATION

Tampa, FL

EDUCATION

- BS, Civil/Environmental Engineering, University of South Florida

PROFESSIONAL REGISTRATION

- PE - FL, # 1100015530

YEARS EXPERIENCE

13

Additional Project Experience:

- Hillsborough County Northwest Regional WRF Solids Dewatering

DAVID MARTINS, PE

ELECTRICAL

David has a solid electrical engineering knowledge base with 12 years of experience in electrical systems design and the construction industry. In addition, he is adept at managing multiple projects and is proficient in many types of software, including AutoCAD, Revit, SKM, Visual, AGI32, among others.

City of St. Petersburg | NEWRF Electrical Distribution System Improvements; St. Petersburg, FL | \$3.3M

Electrical Engineer. Responsible for study, design, permitting, construction phase services to support comprehensive upgrade of the electrical power distribution system at the City's 20 mgd Northwest WRF. A study was performed to prioritize the replacement of various elements of the plant's electrical infrastructure. The improvements selected for design and implementation include replacement of the plant 15 kV electrical distribution switchgear, replacement of 12-unit substation transformers, and MCC / SCADA improvements around the facility. The design required the development of a very detailed sequence of construction to ensure that the improvements are constructible while avoiding a disruption in the operation of the plant.

Pasco County Utilities | Pasco County Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

Electrical Engineer. Capital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County's money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices. Additionally, improvements to enhance resiliency were identified and evaluated for consideration.

United States Air Force | Building 30 Administration Offices and Entrance Addition ; Jacksonville, FL | \$178K

Electrical Designer. Provided design services for a major renovation/reset of the building 30 Administrative offices in Duval County. This project renovates an area of at 41,000 SF within the facility. This project involved a complete gut and reconfiguration / renovation of the first-floor administrative office area, including the replacement of all finishes, mechanical, and electrical systems in these areas. Asbestos, lead paint, PCBs, and other hazardous materials encountered in the renovations was removed. Responsibilities included design, production of construction documents, specification writing, field investigations, discipline coordination, and construction administration.



OFFICE LOCATION

Tampa, FL

EDUCATION

- BS, Electrical Engineering, IPCB

PROFESSIONAL REGISTRATION

- PE – FL, #91665

YEARS EXPERIENCE

12

Additional Project Experience:

- Hillsborough County Northwest Regional WRF Solids Dewatering

SCOTT CARR, PE, BCEE

BIOSOLIDS / SOLIDS STREAM PROCESS

Scott is Black & Veatch's Global Practice and Technology Leader for biosolids and residuals management, with 40 years of experience in addition to management, from master planning, through design and construction administration. He participated in the preparation of the WEF sponsored documents looking at the future of biosolids, including Charting the Future of Biosolids Management (2011), Enabling the Future: Advancing Resource Recovery in Biosolids (2013), and Accelerating Resource Recovery: Biosolids Innovations and Opportunities (2017). Scott participated in the development of the ASCE/AWWA/USEPA Technology Transfer Handbook: Management of Water Treatment Plant Residuals and participated on an EPA/USDA task force to develop a manual on the storage of biosolids. He recently led a Dryer Taskforce for the WEF BioEnergy Subcommittee.

Pinellas County, FL | Biosolids Masterplan; St. Petersburg, FL | \$199K

Technical Advisor. Pinellas County currently use a regional thermal drying facility to process the solids generated by their two plants. Black & Veatch assisted the County with the development of a biosolids masterplan that addressed overall management for the County's solids. The evaluation process first considered the universe of management and processing technologies to identify those that would best serve the County's goals, then developed comprehensive management practices that included new regional facilities as well as upgrading the existing facilities. Scott served as a technical advisor throughout the project.

Miami Water and Sewer Department | Biosolids Program RFI/RFQ/RFP; Miami Dade, FL | \$245K

Technical Specialist. As part of a multi-step process, Scott recently assisted the Department with the preparation of a request for interest from private firms for processing more than 300 dry tons per day of biosolids using alternative delivery methods. Responses from 22 firms were reviewed and summarized. As a result, the Department is planning to develop an RFQ for design/build implementation of a regional thermal drying facility.

Hillsborough County | NWRWRF Solids Dewatering Facility | Odessa, FL | \$1.3M

Project Manager. Responsible for the design, permitting and construction phase services for the new solids dewatering facility at the Northwest Regional Water Reclamation Facility for Hillsborough County. The design includes the use of four screw presses to dewater the sludge in a new building and all of the appurtenances, including new WAS storage tanks, feed pumps, flocculation tanks, polymer feed systems, water booster pumps, electrical and I&C and two separate pump stations.



OFFICE LOCATION

Kansas City, MO

EDUCATION

- MS, Environmental Systems Engineering, Clemson University
- BS, Agricultural Engineering, Auburn University

PROFESSIONAL REGISTRATION

- PE – IA, #19206
- PE – KS, #20243
- PE – MO, #2008031312
- PE – NC, #20503
- PE – MA, SA 34345

PROFESSIONAL ASSOCIATIONS

- Water Environment Federation

YEARS EXPERIENCE

40

BRAD VANLANDINGHAM, PE

QA / QC TASK LEAD

Brad has been providing engineering services to utilities in Central Florida for 38 years and is highly qualified to provide specialized engineering expertise on assignments under this contract. Brad has a wide range of experience that allows him to serve a lead role in multiple disciplines for water and wastewater projects. Brad's recent experience includes serving as Project Engineer for Orange County's South WRF Phase 5 Improvements. He also served in lead roles for the Southern Regional Water Supply Facility (WSF) and the Eastern Regional WSF expansion. Brad is currently working on Hamlin Groves Trail, Avalon master, Pine Hills, and Balcombe pump stations, EWRF MCC and IR pump replacement, EWRF 6B, and SWRF 6A projects.

Pasco County Utilities | Embassy Hills WWTF Improvements; Land O' Lakes, FL | \$3.5M

Project Engineer. Capital Improvement Planning effort involved identifying improvements at the WWTF over the short-term and long-term. Flow and loading projections were developed and modeling work was performed to identify bottlenecks in the process, remaining useful life of major equipment was defined, and replacement costs were developed so that the County could be certain they are being good stewards of the County's money. Existing O&M program was reviewed, and recommendations developed to better align with industry best practices.

Orange County Utilities | South WRF Phase V Improvements; Orange County, FL | \$5.2M

Project Engineer. Developed the 30% design of survey, geotechnical, environmental, design parameters, and site layout. Coordinated hydraulic analysis for pipelines and plant hydraulic profile, pumping facilities, pump and motor sizing, site evaluation for locations of facilities, pipeline routing, and preliminary cost opinions. Developed the 60/90/100% final design drawings and technical specifications. Coordinated client front-end documents and standard specifications, cost opinions, and developed bid documents. Led the preparation of permits applications to obtain permits for the FDEP construction permit, Orange County building permits, and Environmental Resource Permit.

Seminole Tribe of Florida | WWTP Expansion; Brighton, FL | \$2M

Project Engineer. The project involves the expansion of a 150,000 gpd plant to 300,000 gpd. The addition of all new structures including new SBR basins, new splitter box, new influent pump station, new solids dewatering facility, new line effluent storage pond, and a new administration building. Project Management through the design, permitting, change orders and all aspects of the project. The design was completed on schedule and the project is now moving to the construction phase.



OFFICE LOCATION

Orlando, FL

EDUCATION

- BS, Civil Engineering, Rose-Hulman Institute of Technology

PROFESSIONAL REGISTRATION

- PE - FL, #44795

PROFESSIONAL ASSOCIATIONS

- American Water Works Association
- Water Environment Federation

YEARS EXPERIENCE

38

Additional Project Experience:

- Hillsborough County Northwest Regional WRF Solids Dewatering

TOM MACHINSKI

MOPO / CONSTRUCTABILITY

Tom has 35 years of experience in the construction industry delivering large civil construction projects including water/wastewater treatment, road/bridge, and pipeline projects. He served in the role of preconstruction manager, project director, deputy program manager, project manager, or construction manager for progressive design build, fixed-priced design build, CMAR, and construction management projects with construction values exceeding \$100M, leading large teams of design and construction staff, subcontractors, and other stakeholders. He is well-versed in construction and engineering management and has extensive experience preparing estimates and schedules, conducting constructability and operability reviews, participating in value engineering workshops, negotiating contracts with clients, subcontractors, and vendors.

Metropolitan Sewer District of Greater Cincinnati | Lick Run Valley Conveyance System; Cincinnati, OH | \$115M

Senior Construction Manager. Provided preconstruction services and construction management services for the LRVCS project. Preconstruction services included constructability reviews, operability reviews, cost estimating, scheduling, value engineering, conducting pre-bid conferences, and bid evaluation. As Senior Construction Manager, was responsible for supervising the construction management team that included eleven full-time and seven part-time construction administrative and construction professionals. Project features included: 1.5 miles of large capacity closed precast and cast-in-place concrete box conduit; 1 mile of native plants, grasses, and trees rock-themed urban waterway, 16,000 feet of storm sewer piping, a 7-acre recirculation pond and pump station, headwater feature, bio-infiltration basins, debris/sediment units, a Mill Creek outfall structure, 5 vehicular bridges, a pedestrian bridge, and a civic recreation space.

CMAR | Pinewoods WTP and Corkscrew WTP Raw Water Mains & Wells; Lee County, FL | \$18M

Preconstruction Services Manager. Responsible for overall project performance, including constructability reviews, cost estimating, scheduling, subcontractor/vendor prequalification, bid package preparation, bidding and evaluation, GMP preparation and negotiations, subcontracts and purchase orders, project staff supervision, subcontractor and vendor oversight, safety, and quality control. This CMAR project consisted of constructing 27 raw water wells and seven miles of pipeline. Led a team of five construction professionals and six subcontractors.



OFFICE LOCATION

Tampa, FL

EDUCATION

- BS, Construction Science, University of Oklahoma

PROFESSIONAL REGISTRATION

- Licensed General Contractor - GC1300077, GA1301086, IN

PROFESSIONAL ASSOCIATIONS

- Design-Build Institute of America
- Associated General Contractors of America (AGC)

YEARS EXPERIENCE

35

NEIL MASSART, PE

OPERABILITY

Neil has been involved in numerous projects with Black & Veatch. Projects include process design, odor control systems, chemical feed system design, startup, commissioning, operations, and system evaluations at various water and wastewater facilities.

Florida Power and Light | Miami Dade Turkey Point Clean Water Recovery Center; Homestead, FL | \$18.7M

Commissioning. Black & Veatch is the Design/Builder of the CWRC from conceptual design / detailed design and construction, to startup and operation. The CWRC will provide reuse water from the Miami Dade South District WWTP to the Turkey Point Energy Center, from alternatives evaluation to final selection of an alternative for implementation. The final alternative included a biological nutrient removal (BNR) reactor with nitrification, deoxygenation, denitrification, secondary clarification, cloth disk filtration, chlorine contact tanks, chemical feed facility (alum, NaOCl, Micro C), effluent EQ, transfer pump station to the existing cooling towers, and injection well pump station and a 250 KW solar PV array. The treated water will be equalized in two belowground EQ tanks to will supply the cooling water for Unit 5. Blowdown from the cooling towers will be routed to the Injection Well Pump Station (IPWS) for final disposal in the two deep industrial wells at the site.

Hillsborough County | Northwest Regional WRF Solids Dewatering; Hillsborough County, FL | \$1.3M

Operations Specialist. Investigated the operational challenges the County staff was having with the rotary screw presses. Interviewed the operations staff, reviewed the operations data and wrote a final report of recommendations the staff could implement to improve operations of the screw presses.

City of Ocala | Ocala WTP; Ocala, FL | \$65K

Operations Specialist. Provided operational support, plant systems assessment, and formal CEU accredited training to the plant staff. Reviewed the current BioWin® model for the plant. Submitted findings to the City in a final report.

FGUA | Operations Assessment; Ft. Myers, FL | \$85.6K

Operations Specialist. Performed high level assessment of operations including labor and chemical usage to evaluate the contract operator bid for renewal of the operating contract of six facilities. These facilities consisted of both water and wastewater facilities.



OFFICE LOCATION

Kansas City, Missouri

EDUCATION

- M.S., Environmental Engineering, Montana Tech
- B.S. Chemical Engineering, University of Missouri-Rolla

PROFESSIONAL REGISTRATION

- PE – MO, #2003001067

PROFESSIONAL ASSOCIATIONS

- WEF, KWEA

YEARS EXPERIENCE

30

Andre Kniazeff, P.E.

Geotechnical Engineering Division Leader



Mr. Kniazeff is the Geotechnical Engineering Division Leader and has 14 years' experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/coordinates subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, underground utilities, sinkhole investigations, etc. Additional responsibilities include maintaining project budgets, timelines, overseeing field crews, and client consultations throughout the project duration.



Project Experience

Lift Station #7, Plant City, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed lift station structure.

30th Street Force Main, Winter Haven, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including bedding recommendations for the proposed pipeline, as well as general recommendations for potential Jack & Bore/HDD activities.

Lift Station #22, Haines City, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed lift station structure, bedding recommendations for the associated pipeline, as well as general recommendations for potential Jack & Bore/HDD activities.

Environmental Loop South Septage Receiving Station, Winter Haven, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structures, settlement analyses, and bedding recommendations for the associated pipeline.

Polk County NE Regional WWTF Expansion, Davenport, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structures, settlement analyses, determination of the suitability of on-site soils for re-use as structural fill and backfill.

Apalachicola Vacuum Station, Franklin County, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including foundation recommendations for the proposed structure and settlement analyses.

Road G Force Main, Auburndale, FL / Geotechnical Principal

Geotechnical exploration program, laboratory-testing program, engineering analysis and report preparation, including bedding recommendations for the proposed pipeline, as well as general recommendations for potential Jack & Bore/HDD activities.

Years of Experience

- 14 Years

Education

- B.S., Civil Engineering, University of Central Florida

Professional Registration

- Professional Engineer, Florida # 81315



Jason Stanley
Vice President

Contract Role: SUE Lead

Years' Experience: 24

Office Location: Tampa, FL

Education

- A.S., Applied Sciences in Design Technology, ITT Technical Institute

Professional Registrations

- Qualified Stormwater Management Inspector - Florida Department of Environmental Protection: Stormwater, Erosion and Sedimentation Control Program – Inspector License #435

Certifications/Training

- Transportation Worker Identification Credentials (TWIC)
- Florida Phosphate Producers
- Intermediate Maintenance of Traffic
- US NAVY Veteran, Operation - Specialist A-School Training

Summary of Experience

Mr. Stanley has 24 years of experience providing subsurface utility engineering professional services in addition to management support for surveying and mapping services throughout Florida. Mr. Stanley has spent his entire working career dedicated to risk management and the protection and construction of public and private infrastructure through subsurface utility engineering and survey processes.

Mr. Stanley's extensive experience working with a wide range of clients in both the public and private sectors has provided him with a diverse background and exposure to potential public/utility related issues that may present themselves during a contract. His experience includes project management, finance, subsurface utility engineering, surveying and mapping, utility/roadway design and construction, water/wastewater treatment and nuclear energy plants, permitting and construction claims.

Mr. Stanley will serve as SUE Lead on this contract and provide proactive, hands-on review of all SUE Task deliverables ensuring continuity and consistency of the processes and products amongst the valued ECHO team members.

Significant Projects

Polk County Northeast Regional WWTF Expansion Project, Davenport, FL: This project consists of design services for the expansion of the Northeast Regional WWTF. ECHO's professional services were requested to provide subsurface utility engineering and topographic survey services. Mr. Stanley serves as SUE lead. *ECHO Fee (To Date) = \$110,180*

Polk County Utilities Wetland Monitoring Surveys at Various Locations, Polk County, FL: This project consisted of wetland monitoring services and associated studies at seven different locations in Polk County. ECHO's professional services were requested to provide field survey information in support of the monitoring and studies. Mr. Stanley served as survey support. *ECHO Fee = \$10,500*

Polk County NERWWTF Clarifier Addition, Polk County, FL: This project consisted of design service for the installation of a new clarifier and other site improvements at the existing NERWW Treatment Facility in Davenport. ECHO's services included providing subsurface utility engineering and topographic survey services. Mr. Stanley served as SUE lead. *ECHO Fee = \$56,700*

Polk County NE2 & NW Generators Site Improvements, Polk County, FL: This project, where ECHO provided Subsurface Utility Engineering and Topographic Survey services, resulted in designating and locating the position of underground utilities located at the project generator sites defined within the project scope. Mr. Stanley served as SUE lead. *ECHO Fee = \$15,000*

Lake Victoria Outfall Drainage Improvements, Polk County, FL: This project is part of a drainage improvement continuing service contract for the county and consists of conducting a watershed evaluation of the Lake Victoria area and evaluating alternatives for updating the existing drainage system for the neighborhood. At the conclusion of the evaluation, the project will also require necessary design, engineering, and post-design services. ECHO provides survey and subsurface utility engineering services for this project. Mr. Stanley serves as SUE lead. *ECHO Fee (To Date) = \$29,710*

New Sanitary Force Main and Lift Station at North Park Road and Sam Allen Road, Plant City, FL: This project consisted of engineering design services for a new sanitary pressure pipeline and associated improvements at the intersection of North Park Road and Sam Allen Road in Plant City, FL. ECHO's professional services were requested to



Ms. Scott is the President of Earth Resources, Inc. based in Tampa, Florida. She has over 30 years' experience. Her extensive experience includes wetland mitigation design, long term wetland health assessments and monitoring, state and federal environmental permitting, protected species surveys and permitting, wetland delineation, UMAM, preparation of NEPA documents. Ms. Scott has experience working in both the public and private sector. Her tenure at a state regulatory agency gives her a unique insight into the permitting process. She has built excellent relationships with regulatory staff, scientists and engineers that increases the potential for successful collaborations. She has managed all aspects of environmental projects including coordinating teams of multi-disciplinary professionals. Ms. Scott is also responsible for coordinating staffing and workload of the project staff.

Nancy Scott
Principal Scientist



EXPERIENCE

One Water Campus, Hillsborough County, Florida. Project Manager for this project involving the design and construction of a new advanced wastewater treatment facility, super pump station, and over 25 miles of reclaimed and force mains. Tasks include wetland delineation, FDEP and ACOE environmental permitting coordination with the US Fish and Wildlife Service, listed species surveys and permitting, UMAM, Corps of Engineering Wetland Data Forms, wildlife surveys, wetland mitigation.

Family Dollar Stores, Polk County. Responsible for wetland delineations and state and federal environmental permitting for several new Family Dollar stores.

Lakeland Commerce Center, Polk County. Nancy was responsible for the environmental permitting of the 37-acre commercial development in Hillsborough County. Tasks included wetland delineation, obtaining a Formal Wetland Determination from SWFWMD, designing the wetland mitigation, UMAM, and preparing Corps and ERP applications and preparing a wood stork foraging analysis.

Auto Auction Commercial Development, Polk County, Florida. Environmental permitting for this 25-acre commercial development. Other tasks include wetland delineation, re-zoning and wetland mitigation monitoring.

Frontage Road Business Center, Polk County, Florida. This project is a 38-acre commercial development site located in Polk County. Tasks for this project included wetland delineation SWFMWD and Corps permitting, wetland mitigation design, UMAM, wildlife surveys.

Eagle's Landing Commerce Park, Polk County, Florida. Ms. Scott was responsible for wetland delineations, SWFMWD and Corps permitting and mitigation monitoring for this project is a 38-acre commercial development site located in Polk County.

Winston Canal Commercial Warehouses, Polk County, Florida. Responsible for wetland delineation, mitigation design and state and federal permitting for this 48-acre commercial development site.

EXPERTISE

- Project management
- Protected species surveys and permitting
- Mitigation design
- State & federal environmental permitting
- Wetland delineation
- UMAM

EDUCATION & CERTIFICATIONS

Bachelor of Science - Biology
University of Central Florida, 1992

Geographic Information System Master's Certificate, University of West Florida

FWC Authorized Gopher Tortoise Agent,
GTA-09-0027F

FDEP Certified Stormwater and Erosion Control Inspector

Southwest Florida Water Management District Wetland Assessment Procedure Training

PROFESSIONAL AFFILIATIONS

Institute for Sustainable Infrastructure

Design Build Institute of America

American Council of Engineering Companies

Tampa Bay Association of Environmental Professionals

Society of Wetland Scientists

TAB 4

Is the Firm a “Polk County
Entity”?



4 | Is the Firm a “Polk County Entity”?

Black & Veatch is pleased to have assembled some of Polk County’s best specialty consultants to support Polk County Utilities in this engagement. The Black & Veatch team is supported by Madrid Engineering Group, Inc., a Polk County Entity.

FIRM	HEADQUARTERS AND LOCAL OFFICE LOCATIONS	LOCAL POLK COUNTY OFFICE	
		FULL-TIME EMPLOYEES	TIME AT LOCATION
Madrid Engineering Group	<p>Headquarters: 2030 State Road 60 East, Bartow, FL 33830</p> <p>Local: same</p>	15	<p>Current office: 15 years</p> <p>Polk County: 29 years</p>

TAB 5

Is the Firm a “Certified Woman
or Minority Business Enterprise”



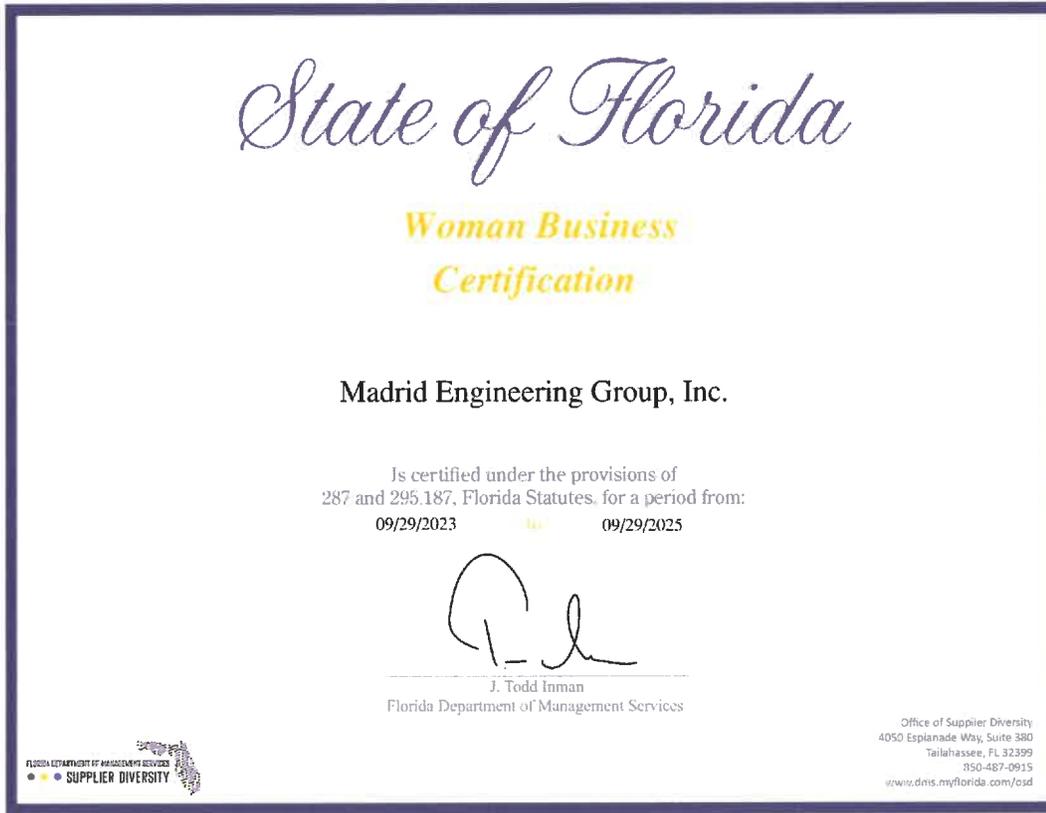
5

Is the Firm a “Certified Woman or Minority Business Enterprise”?

Black & Veatch is pleased to have assembled some of Polk County’s best Certified Woman or Minority Business Enterprise consultants to support Polk County Utilities in this engagement. The Black & Veatch team is supported by three subconsultants who are Certified Woman or Minority Business Enterprises (W/MBE). Certifications for these subconsultants are provided on the following pages.

FIRM	ROLE/SERVICES	LOCAL OFFICE	CERTIFICATION	CERTIFYING ENTITY
Madrid Engineering Group	Geotechnical Engineering	2030 State Road 60 East, Bartow, FL 33830	WBE (previously MBE)	Polk County
ECHO Utility Engineering and Survey	Land surveying; Subsurface utility engineering and locating	4803 George Rd., Suite 350, Tampa, FL 33634	MBE	Polk County
Earth Resources	Environmental /Ecological	3411 Dorchester Street Tampa, FL 33611	WBE	State of Florida

IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?



State of Florida

Minority Business Certification

ECHO UES, Inc.

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from: 06/27/2023 to 06/27/2025



J. Todd Taman
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



GREATER ORLANDO AVIATION AUTHORITY



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

ECHO UES, INC.

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

- 541330 – Engineering Services
- 541360 – Geophysical Surveying and Mapping Services
- 541370 – Surveying and Mapping (except Geophysical) Services

3-31-17
DATE:


By Cheryl L. Hawkins, Business Diversity Manager



IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?



February 9, 2024

RE: ECHO UES, Inc. DBA ECHO Utility Engineering and Survey, Inc.
ANNIVERSARY DATE: March 31

The Hillsborough County Aviation Authority (Authority) has approved the No Change Declaration for **ECHO UES, Inc. DBA ECHO Utility Engineering and Survey, Inc.** and determined that the firm continues to meet DBE eligibility in accordance with the Authority's DBE Policy and Program.

In order to remain certified and in good standing, you must annually submit a No Change Declaration. The Authority will send a declaration form 60 days prior to the firm's next anniversary date.

Should the submitted information change, you are required to notify the Authority within 30 days of the change.

Note: Pursuant to 49 CFR Part 26.83(i), whenever there are any changes in circumstances affecting your firm's eligibility status, your firm must provide written notification to the Authority within 30 days of the occurrence of the change. If you fail to make timely notification, it may result in the loss of your firm's certification.

If you have any questions or concerns, please do not hesitate to call contact me by telephone at 813-801-6023 or by email.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Yauilla".

Bonnie Yauilla / Tampa International Airport / Business Diversity Specialist
Primary: (813) 801-6023 | Cell: (813) 947-0943 | Email: byauilla@tampaairport.com

IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?

ANNIVERSARY DATE - Annually on March 31

ECHO UES, INC. has been certified under Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) in accordance with 49 Code of Federal Regulation Part 26.

DBE certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. Owners will be notified of their responsibilities in advance of the anniversary date.

The firm is listed in Florida's DBE Directory which can be accessed at the following link:

<http://www.fdot.gov/equalopportunity/>

Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory.

The Authority's DBE Program Office is available, offering managerial and technical assistance at no cost.

Contact us at (813) 554-1450 or via email DBEProgram@TampaAirport.com.

Cheryl L. Hawkins
Business Diversity Manager





Peter O. Knight Airport
Plant City Airport
Tampa Executive Airport

March 31, 2017

Hillsborough County
Aviation Authority
P.O. Box 22287
Tampa, Florida 33622
phone/ 813-870-8700
fax/ 813-875-6670
TampaAirport.com

Mr. Jeraldo Comellas, Jr., P.E.
Mr. Prasad Chittaluru, PhD, PE, PMP, BCEE, GISP
ECHO UES, Inc.
16514 N. Dale Mabry Highway
Tampa, FL 33618-1325

Re: Disadvantaged Business Enterprise (DBE) Certification

Anniversary Date: Annually on March 31

Dear Mr. Comellas and Mr. Chittaluru:

The Hillsborough County Aviation Authority (Authority) is pleased to announce that your firm is certified under the Florida Unified Certification Program (UCP) as a DBE in accordance with Part 29, Section 26, Code of Federal Regulations.

DBE certification is continuing but is contingent upon the firm maintaining its eligibility annually through this office. You will be notified of your annual responsibilities in advance of the anniversary date. You will submit the annual No Change Affidavit no later than the anniversary date. Failure to do so will result in immediate action to remove certification.

Only those firms listed in the UCP DBE directory are certified by Florida UCP members. Prime contractors and consultants should verify your firm's DBE certification status and identify the work area(s) for which the firm is DBE eligible through this directory.

Your firm will be listed in Florida's UCP DBE directory which can be accessed through the FDOT's website at www.dot.state.fl.us/equalopportunityoffice and then selecting "DBE Directory."

DBE certification is not a guarantee of work, but enables the firm to compete for, and perform, contract work on all United States Department of Transportation (USDOT) federal aid (Federal Aviation Administration, Federal Transit Authority, and Federal Highway Administration) projects in Florida as a DBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Joseph W. Lopano, Chief Executive Officer | Robert I. Watkins, Chairman | Gary W. Harrod, Vice Chairman | Commissioner Victor D. Crist, Secretary
Brig. General Chip Diehl, Treasurer | Mayor Bob Buckhorn, Assistant Secretary / Assistant Treasurer

Mr. Jeraldo Comellas, Jr., P.E.
Mr. Prasad Chittaluru, PhD, PE, PMP, BCEE, GISP
ECHO UES, Inc.
March 31, 2017
Page Two

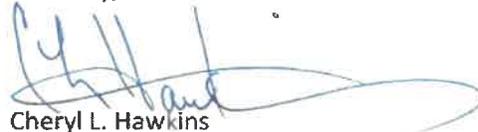
If, at any time, there is a material change, including but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or physical location of firm, you must notify this office in writing, without delay. Notification should include support documentation. You will receive timely instruction from this office as to how you should proceed, if necessary.

Your firm may compete for and perform work on all USDOT federal aid projects throughout Florida, receiving DBE credit for work performed under the following North American Industry Classification Standard Codes (NAICS):

<u>NAICS Codes</u>	<u>Titles</u>
541330	Engineering Services
541360	Geophysical Surveying and Mapping Services
541370	Surveying and Mapping (except Geophysical) Services

Questions or concerns should be directed to this office by telephone or fax. The telephone number is (813) 870-8738; the fax number is (813) 870-8704.

Sincerely,



Cheryl L. Hawkins
Business Diversity Manager

CLH/by
Via certified mail 7014 1820 0001 6135 9714

TAB 6

Interaction with County and Regulatory Agency Staff



6

Interaction with County and Regulatory Agency Staff

Success with regulatory agency approvals is an essential component of the project delivery process. **With timely regulatory approvals, the project will be cost efficient and remain on schedule.**

We apply a full-service, proactive approach to regulatory approvals by engaging all regulatory agency staff members early in the design process and treat agency staff as stakeholders. This proactive approach ensures agency requirements and comments are understood early in the design life cycle, thus avoiding redesign costs and delays in delivery.

With our team's extensive experience with designing and constructing projects within Central Florida. Our key personnel maintain excellent relationships with Florida Department of Environmental Protection (FDEP) / Southwest Florida Water Management District (SWFWMD) staff.

Our proactive permitting strategy ensures project objectives are consistent with regulatory requirements and include:

- Early identification and coordination with key regulatory staff.
- Conducting pre-application meetings.
- Submittal of draft application packages for review and comments.
- Timely submittal of responses to requests for information.

As early as 30% in the design process, Black & Veatch will meet with Polk County divisions to form a team that equally understands each project. This ensures Polk County no surprises and no lengthy permitting/division delays. For this project, we will collaborate with Polk County Utilities, Procurement Division, Building Division, Codes Division and County Attorney's Office, as we have done successfully with similar utilities across the state of Florida.

FDEP INSIDER KNOWLEDGE TO EXPEDITE PERMITTING & ENSURE SUCCESS

Our project manager, Steven King, spent seven years working as a permitting supervisor with FDEP at the Southwest District. He has a unique understanding of the wastewater treatment plant permitting landscape and he will ensure an efficient and smooth permitting process. He will shepherd any necessary clearances and submittal packages for both FDEP permits and the Polk County Building Department.



Black & Veatch Staff are adapt at listening to the needs of the County, communicating well and providing high quality deliverables. They have worked across departments and disciplines to provide the County holistic system recommendation. As a result, the County had gained increased confidence in implementing projects without the fear of negative unintended consequences from evaluating systems in silos. I recommend Black & Veatch's services to other utilities."

**- MARGARET R. (BECKY) COOK, PE
SENIOR ENGINEER, PINELLAS COUNTY**

TAB 7

Timely Completion of Projects



7 | Timely Completion of Projects

Our team has the resources and availability to address all aspects presented in the scope of services and to complete all project tasks within schedule and budget.

Black & Veatch has more than 300 professionals working in Florida and over 130 professionals in the Tampa Bay Region to draw resources from, as well as global experts in many critical areas, leading the industry with cutting-edge solutions. Our staff has diverse capabilities and availability to support the County's projects, and we are eager to apply these resources to meet your needs for the NRRWWTF and SWRWWTF projects. Our expertise, experience and project understanding will ensure Polk County receives a project that is complete, on-time and reduces the overall schedule through thoughtful contractual requirements and detailed designs.

BACKUP STAFFING CAPABILITIES

In the event of unforeseen circumstances, our team's exceptional depth of resources will allow us to apply equally qualified backup personnel without delay. We have the ability to quickly and efficiently identify additional resources for any project team role without impact to the project's schedule or budget requirements.

Our team is cross-trained in multiple areas, this variety of experience enables our team with the resiliency to seamlessly provide equivalent resources in the case of an unforeseen circumstance.

Black & Veatch routinely forecasts projected workloads using Tempus Resource to forecast our workload one to two years in advance. This helps to ensure all projects are properly-staffed for the required level of work. Our current workload forecast, as noted below, confirms we have ample, daily and long-term, capacity and availability to provide the County with the necessary resources to be responsive and deliver high-quality projects expeditiously.



Project FY 2025 Team Availability

% AVAILABILITY	KEY STAFF	ROLE	DESIGNATED BACKUP
60	Steve King	Project Manager	Mike Tache
45	Amanda Schwerman	Project Director	Michael Phelps*
50	Andy Westfall	Design Manager	Sarah Ecker
25	Mike Phelps	Technical Advisor	Rasesh Shah
40	Timur Deniz	Treatment Process	Lucas Botero*
40	Ryan Eck	Facility Design	Joko Osinulu
40	Brad Vanlandingham	QA/QC	Tammy Martin

LONG HISTORY OF DELIVERING PROJECTS ON SCHEDULE AND UNDER BUDGET

Our team and standard project approach are structured to deliver effective project management and efficient project delivery, which are paramount to meeting schedule and budget. In addition, we understand the engineering services we provide can positively influence the successful completion of projects on schedule and budget through construction.

Black & Veatch maintains schedule and budget control through early planning of the complete project followed by detailed schedules for project execution. We understand the project activities, such as the complex pipe rearrangement at SWRWWTF, and ensure that all

required detail are included in our schedule to avoid any delays in design. By leveraging our experience, we are able to provide accurate and timely deliverables, saving time for the project.

Through our Business Intelligence Center, data on project charges is available to project managers within one day of reporting. This supports timely adjustments to ensure that the appropriate level of effort is being expended to complete the work on schedule and under budget.

The tables below are a small example of our successful financial and schedule execution in Black & Veatch's recent Florida projects.

Black & Veatch understands that completing projects within budget and schedule is a critical part of providing quality services and meeting the County's expectations.

OWNER PROJECT	BUDGET PERFORMANCE	OWNER PROJECT	SUCCESS MEETING EXPEDITIOUS PROJECT SCHEDULE
Broward County Master WW Pump Stations Wetwell Refurbishment North Regional WWTP Aeration Shrouds Replac. North Regional WWTP Outfall Pump Station Repairs	Under Budget On Budget On Budget	Peace River 1991 Water Treatment Facility Upgrades	This design was completed on a fast-track basis to align the construction schedule with the dry season when disruption of plant operation could be accommodated. Black & Veatch completed preliminary design on schedule in five weeks and detailed design on schedule in only four months.
Hillsborough County Gunn Hwy. Utility Relocations NWRWRF 36th Isolation Valve Replacement River Oaks Sinkhole Remediation	Under Budget Under Budget On Budget	Tampa Bay Water Morris Bridge Point of Connection Pipe Repair Project	Tampa Bay Water experienced a pipe break at a point of delivery in their Regional Transmission System. Understanding the need to get the pipe back in service as quickly as possible, Black & Veatch visited the site; inspected the damage; developed and submitted a design memorandum; and developed drawings, specifications, and an opinion of probable construction cost, all within one week of the client's request for our assistance. Construction notice to proceed was issued three weeks later, and substantial completion was achieved in 60 days.
Key West O&M WWTP, Sanitary & Stormwater Sewers	On Budget	Hillsborough County NW AWWTPs Odor Control & Noise Abatement Study	Black & Veatch performed an evaluation of needed odor control, noise abatement, and aesthetic improvements at three treatment plants. Field work and report development were completed within three weeks of notice-to-proceed to comply with regulatory requirements.
Lakeland Disinfection Alternatives Evaluation Disinfection Facility Upgrades Prelim. Design Report Williams WTP Process Control Sys. Upgrade Design	On Budget On Budget On Budget	City of Lakeland Disinfection Facilities Upgrades Design	Black & Veatch met every schedule milestone for timely completion of preliminary design, detailed design, and bidding of this time sensitive project with public safety implications.
Miami-Dade County WASD Bond Engineering Contract (2009-2012) Tasks 1 - 16 Bond Engineering Contract (2012-2015) Tasks 1 - 22	On Budget On Budget	City of Fort Myers Brackish RO Water Supply Wellfield Expansion	Black & Veatch provided engineering services for expansion of the City's water supply wells serving its brackish Reverse Osmosis Water Treatment Plant. The planning, design, permitting, construction, testing, and startup was completed on a fast-track basis in only eight months ahead of the City's high-demand season.
SFWMD IT Shelters Replacement CM Services S-127 Automation Construction Management Services	Under Budget On Budget		
St. Petersburg Oberly P.S. Improvements (BODR) Water System Vulnerability Assessment	Under Budget Under Budget		
Tampa Bay Water Surface WTP Expansion CM & Program Management	Under Budget		
COMBINED	> \$2 Million Under Budget		

TAB 8

Surveys of Past Performance



8 | Surveys of Past Performance

On the following pages we have included the Surveys of Past Performance for the following clients:

1. Brighton Wastewater Expansion | Seminole Tribe of Florida
2. NWRWRF Solids Dewatering | Hillsborough County
3. South WRF Phase V Improvements | Orange County Utilities
4. Northeast WRF Electrical Distribution System Improvements | City of St. Petersburg
5. Embassy Hills WWTF Improvements | Pasco County Utilities

Survey Questionnaire – Polk County

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Ranthus Fouch, PE (Name of Person completing survey)
Seminole Tribe of Florida (Name of Client Company/Contractor)
 Phone Number: (954) 894-1060 ext 10986 Email: ranthusfouch@semtribe.com
 Total Annual Budget of Entity Confidential Information
 Subject: Past Performance Survey of Similar work:
 Project name: Brighton Wastewater Expansion
 Name of Vendor being surveyed: Black & Veatch Corporation
 Cost of Services: Original Cost: \$2,000,000 Ending Cost: \$2,700,000
 Contract Start Date: 2021 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator RANTHUS FOUCH, P.E.

Signature of Evaluator: Ranthus B Fouch

Please fax or email the completed survey to: mcbayerc@bv.com

Survey Questionnaire – Polk County
RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Kathryn McAuliffe P.E. (Name of Person completing survey)
Hillsborough County (Name of Client Company/Contractor)
 Phone Number: 813-612-7764 Email: McAuliffeK@hcfl.gov
 Total Annual Budget of Entity \$300,000,000
 Subject: Past Performance Survey of Similar work:
 Project name: Hillsborough County NWRWRF Solids Dewatering
 Name of Vendor being surveyed: Black & Veatch
 Cost of Services: Original Cost: \$1,300,000 Ending Cost: \$1,300,000
 Contract Start Date: 2019 Contract End Date: 2024

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Kathryn L. McAuliffe, PE
 Signature of Evaluator: *Kathryn McAuliffe*
 Please fax or email the completed survey to: mcbrayerc@bv.com

Survey Questionnaire – Polk County

RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Alan Gay (Name of Person completing survey)
Orange County Utilities (Name of Client Company/Contractor)
 Phone Number: (407) 254-9724 Email: Alan.Gay@ocfl.net Total
 Annual Budget of Entity \$250 M

Subject: Past Performance Survey of Similar work:

Project name: South WRF Phase V Improvements

Name of Vendor being surveyed: Black & Veatch Corporation

Cost of Services: Original Cost: \$5.2M Ending Cost: \$5.2M

Contract Start Date: 2009 Contract End Date: 2020

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Alan K. Gay, P.E., Senior Engineer, OCU

Signature of Evaluator: Alan K. Gay Digitally signed by Alan K. Gay
Date: 2024.08.11 09:54:06 -04'00'

Please fax or email the completed survey to: mcbrayerc@bv.com

Survey Questionnaire – Polk County
RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Tanel Andry (Name of Person completing survey)
 City of St. Petersburg (Name of Client Company/Contractor)
 Phone Number: (727) 892-5382 Email: tanel.andry@stpete.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Northeast WRF Electrical Distribution System Improvements

Name of Vendor being surveyed: Black & Veatch Corporation

Cost of Services: Original Cost: Design & CPS: \$3.3M Ending Cost: TBD

Contract Start Date: 2017 Construction: \$63.7M Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Tanel Andry, P.E., PMP

Signature of Evaluator: Tanel Andry

Please fax or email the completed survey to: mcbayerc@bv.com

Note: This project involved multiple BV disciplines and multiple City stakeholders. Overall, BV did a great job, and I would not hesitate working with them again.

Survey Questionnaire – Polk County
RFP 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities

To: Ken Chahine, PE (Name of Person completing survey)
Pasco County Florida (Name of Client Company/Contractor)
 Phone Number: (813) 235-6189 Email: kchahine@pascocountyfl.net
 Total Annual Budget of Entity _____
 Subject: Past Performance Survey of Similar work:
 Project name: Embassy Hills Wastewater Treatment Facility
 Name of Vendor being surveyed: Black & Veatch Corporation
 Cost of Services: Original Cost: \$3.5M Design | \$20M Constr. Ending Cost: \$4.2M Design | \$35M Constr.
 Contract Start Date: 2017 Contract End Date: ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Ken Chahine, P.E.
 Signature of Evaluator: *Ken Chahine*
 Please fax or email the completed survey to: riveras@bv.com

Exhibit A-iii

Southwest Regional Wastewater Treatment Facility Filter, Dewatering, Clarifier, and Electrical Improvements Professional Services Agreement

Scope of Services

Request for Proposal (“RFP”) 24-552, Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities was issued, and approval to negotiate with Black & Veatch Corporation, (“Consultant”) was granted by the Board October 15, 2024. Accordingly, the County has requested that the Consultant provide certain professional services in support of the Southwest Regional Wastewater Treatment Facility Improvements Project (Project) as further detailed in this Professional Services Agreement (“Agreement”).

A. Project Background and Description

The County owns and operates the Southwest Regional Wastewater Treatment Facility (SWRWWTF) serving its Southwest Utility Service Area. Based on prior studies, the County identified a set of improvements recommended for implementation at the SWRWWTF to improve facility operations and reliability. In support of implementing the recommended improvements, this project provides for engineering services to perform related conceptual design evaluations, perform field investigations, develop design documents, assist with obtaining permits, and provide bidding phase services to support the selection of a contractor. Construction phase services by the Consultant are not included herein but may be added later, as mutually agreed between the Consultant and the County.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the services as described in this section. The Consultant shall ensure that all 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, latest edition, and other County requirements in place at the time of design commencement. This authorization shall be in full force and effect until the Consultant completes all services as described in this Agreement and any subsequent modifications hereto.

The improvements understood to be desired for implementation with the project at the time of scope development are described in the list below. Consultant has therefore developed this

scope and fee proposal based on designing and providing bid phase services for this set of facility improvements. Should it be determined, through coordination with the County and completion of the Conceptual Design Evaluations, that changes to the proposed set of improvements are desired, an adjustment to the project scope may be implemented as mutually agreed with the County.

Except as otherwise indicated below, new facilities will be sized for the permitted plant capacity at the design influent flows and loads determined by consultant through evaluation of recent operating data and agreed with the County. Facilities will be designed with redundancy to meet FDEP Class I Reliability requirements.

Facilities proposed for implementation:

- Clarifier improvements, including:
 - One (1) new 90-foot diameter secondary clarifier, including internal mechanisms and components as well as new influent, effluent, scum, and WAS/RAS piping.
 - Aluminum staircase, elevated walkway, and handrails to provide access to the top of the new clarifier and flow splitter structure.
 - Demolition of the two (2) existing 60-foot diameter clarifiers including demolition of aboveground influent piping, effluent piping, scum piping, and demolition or abandonment of underground sludge draw-off pipe and sludge return pipe to appropriate connection points.
 - New Return Activated Sludge (RAS) / Waste Activated Sludge (WAS) Pumping Station, including one dedicated pump for each of the three clarifiers as well as one common spare. VFDs will be included for each pump for improved control of RAS flow rates. Provisions for WAS flow diversion from the RAS pump discharge header will be provided for sludge wasting. The RAS/WAS pump station will include related piping, valves, appurtenances and be installed on a concrete pad at grade, as well as below grade sludge influent piping from clarifiers, and RAS and WAS discharge piping routed to appropriate connection points.
 - Demolition of the existing RAS and WAS pumping stations, including demolition of above ground piping and appurtenances and demolition / abandonment of below grade piping to appropriate connection points.
 - New clarifier influent splitter structure (cast in place concrete with manually-actuated weir gates for flow control / isolation) is assumed. Modifications to the

existing clarifier influent splitter structure is an option that can be evaluated if desired by the County during the preliminary design.

- Abandonment of existing clarifier flow splitter structure including sludge wasting box. Structure to remain to support continued use for access to the existing clarifiers.
- Electrical improvements to support the new clarifier and RAW / WAS facilities, including new area lighting atop the new clarifier and splitter structure and for the RAS/WAS pump station. Associated electrical equipment is anticipated to be located in the proposed new dewatering facility electrical building.
- I&C improvements to enable monitoring and control of new facilities from the control room (SCADA integration programming by contractor).
- Minor yard piping modifications as needed to improve the ability to drain existing clarifier #3 by gravity rather than pumping.
- Civil site improvements including minor access road and sidewalk improvements for access to new facilities and to accommodate larger footprint of new clarifier.
- New deep bed sand filters to replace the existing traveling bridge filters including:
 - Cast-in-place concrete tanks for filter units, mudwell, and clearwell (assuming shared-wall, rectangular tanks). The tanks are assumed to be open top; no roof or awning structure is included in this scope of services.
 - Aluminum staircase, platform, and handrails to provide access to top of the new filter structure.
 - New backwash pumping system (pumps, piping, valves, and associated appurtenances, outside on concrete pad) to provide backwash supply water from the clearwell to the filter units.
 - New backwash return water disposal system (pumps, piping, valves, and appurtenances outside on concrete pad) to convey filter backwash return water from the mudwell to an existing gravity sewer collection system on site (assumed to be within 100 feet of the new mudwell)
 - New air scour system (blowers, piping, valves and appurtenances, outside on a concrete pad) for air scour during filter backwash operations.
 - Influent piping from clarifiers and filtered effluent piping from filter units to appropriate connection points anticipated to be within 100 feet of new filters.

- Demolition of the existing three (3) traveling bridge filters structure, above ground piping, and demolition or abandonment of existing below ground piping to appropriate connection points.
- Automated valves to be electrically actuated.
- Electrical improvements to support the new deep sand filter complex, including area lighting atop the new filter structure. Associated electrical equipment is anticipated to be located in the proposed new main switchgear building.
- I&C improvements to enable monitoring and control of new facilities from the control room (SCADA integration programming by contractor).
- Civil site improvements including minor access road and sidewalk improvements for access to new facilities.
- New solids dewatering facility including:
 - New pre-engineered metal building (appx 5,000 SF) and associated concrete foundation. The building is anticipated to be open-sided for natural ventilation only.
 - Centrifuge dewatering system to support dewatering biosolids produced at the SWRWWTF, assumed to include three (3) solids dewatering centrifuges (2 duty, 1 standby) with metal platforms necessary to elevate equipment for dewatered solids discharge into the bed of tractor trailers within three truck bays below.
 - Solids feed pumping facility (pumps, piping, valves, and appurtenances, outside on a concrete pad). Configuration to provide one dedicated grinder and feed pump to each operating centrifuge with one common spare.
 - Conveyor equipment for transferring dewatered solids from centrifuges to trailers. Overhead conveyors with multiple discharge points anticipated.
 - Bulk polymer storage, feed, and blending/makedown system, including tote storage, metering pump skid, piping, flushing and carrier water provisions, and other required appurtenances, located within the new dewatering building.
 - Centrate / drain piping from centrifuges and dewatering building drain piping and centrate / drain pump station. Centrate / drain pump station assumed to be a duplex submersible pump station (1 duty, 1 standby) with concrete wet well and aboveground valve assembly constructed adjacent to the solids dewatering building, including force main to connection point (assumed to be within 100 feet of new dewatering building).

- Potable water service extension to dewatering building, assumed to be from connection located within 100 feet.
- Plumbing system to support dewatering building, including potable water service and associated drainage for eyewash / shower fixture, wash sink, and hose bibs for wash down, in addition to process water.
- Electrical improvements to support the dewatering systems and building, including interior and exterior building lighting and area lighting near the outdoor pumping facilities.
- New electrical building to house MCC, VFDs and other equipment associated with the solids dewatering facility. The building is anticipated to be approximately 600 square feet, concrete block construction, with HVAC for equipment cooling, and located near the solids dewatering building. It is envisioned that electrical feed to the new clarifier equipment will be located in this building.
- I&C improvements to enable monitoring and control of new facilities from the control room (SCADA integration programming by contractor).
- No offices or restroom facilities are anticipated to be located in the dewatering building.
- Civil site improvements including minor access road and sidewalk improvements for access to new facilities. A drive-through configuration will be considered if site layout and space will accommodate.
- Vacuum Truck Receiving Pad including:
 - Approximately 40' x 40' sloped concrete pad at grade with short concrete walls on three sides, one with protective steel push plate as required.
 - Drain piping from floor drain to connection point routed to existing gravity sewer collection system on site (assumed to be within 100 feet of receiving pad).
 - Electrical improvements to provide area lighting at the vacuum truck receiving pad.
 - Civil site improvements including minor access road improvements for access to new facilities.
- New Main Switchgear Building and electrical system upgrades, including:
 - New electrical building to house new main replacement switchgear, new replacement MCC-103 and MCC-104, and new electrical equipment to serve the new filter complex (including MCCs and VFDs). The new switchgear will be arc-resistant, air insulated type and rated to 600V.

- Electrical system improvements will include replacing conduits and conductors between the new switchgear and utility transformers, generators, and PP001. Conduits and conductors between new MCC-104 and Aerator #3 and #4 and Reclaimed water Pump #4 will also be replaced. Conduits and conductors between new MCC-103 and respective loads will also be replaced.
- The building is anticipated to be approximately 800 square feet, concrete block construction, with HVAC for equipment cooling, and located near the existing electrical building.
- Offices and restroom facilities are not anticipated to be located in this building.

Phase 100 – Project Management

Task 101 – Project Management

This task consists of overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the County and Consultant's subconsultants.

Task 102 –Meetings

Kick-off Meeting - The Consultant will attend one kick-off meeting with the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting. The Kick-off Meeting will be held in person at a County office location, with select Consultant team members attending virtually.

Design Review Meetings – The Consultant will attend Design Review Meetings with the County to discuss the County's comments and questions on each of Consultant's design milestone submittal packages. Each Design Review Meeting will be held following the County's review and Consultant's receipt of all written design review comments from the County. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within three working days of the date of the meeting. Each Design Review Meeting will be held in person at a County office location, with select Consultant team members attending virtually. The following Design Review Meetings will be held:

- Basis of Design Memorandum Review
- 30% Design Review

- 60% Design Review
- 90% Design Review

Conceptual Design Workshop – Following completion of the Conceptual Design Evaluations covered in Task 302, Consultant will prepare for and conduct a half-day Conceptual Design Workshop with County staff to present the preliminary results and recommendations from the Conceptual Design Evaluations. The goal of the Conceptual Design Workshop will be to discuss and confirm / select the improvements to be implemented with the project for facilities involved in the Conceptual Design Evaluations. Consultant will prepare an agenda and a Microsoft Power Point presentation deck summarizing each Conceptual Design Evaluation and associated conclusions and recommendations. Following the Workshop, consultant will develop Workshop minutes to document the discussions and decisions from the Workshop. The minutes shall be distributed within five working days of the date of the Workshop.

O&M Coordination Workshop – During development of the Preliminary Design, Consultant will plan and conduct a workshop with County Operations and Maintenance (O&M) staff. The O&M Coordination Workshop will be led by Consultant's Operations Specialists and will focus on identifying County Operations staff's priorities for safe, convenient operations and maintenance of the proposed new facilities. The workshop will include defining allowable plant disruptions for development of a preliminary Maintenance of Plant Operations (MOPO) plan and discussing contractor constraints to be defined in the design documents. The Consultant will prepare a meeting agenda and meeting minutes. Meeting minutes shall be distributed within five working days of the date of the Workshop. The Workshop will be held in person at the SWRWTF.

Phase 200 – Support Services

Task 201 – Subsurface Utility Engineering

Subsurface utility engineering services will be provided in accordance with the scope of services set forth in a January 7, 2025 proposal prepared by CivilSurv Design Group, Inc. (CivilSurv) (refer to Attachment A-3).

This task generally consists of Subsurface Utility Engineering (SUE) services necessary to identify existing utilities and potential utility conflicts. SUE services shall be performed during or just following the preliminary design development once the proposed improvements have been sufficiently defined to support identification of a cost-efficient program of existing utility locations necessary to support the design.

Task 202 – Land Surveying Services

The October 2024 Survey by CivilSurv is anticipated to be sufficient to support design development for on-site plant facilities, including utilization of the survey AutoCAD files as site plan backgrounds. Therefore, this scope does not include performing additional Boundary or Topographical Survey within the plant site.

Land surveying services will be provided in accordance with the scope of services set forth in a January 7, 2025 proposal prepared by CivilSurv Design Group, Inc. (CivilSurv) (refer to Attachment A-3) to include the following:

- Topographic survey of 4th Street outside of the plant entrance
- Survey data to supplement / confirm record drawings to support development of an updated plant hydraulic profile
- Survey data of wetland limits

Task 203 – Wetland and Endangered Species Site Assessment

Environmental consulting services will be provided in accordance with the scope of services set forth in a January 6, 2025 proposal prepared by Earth Resources, Inc. (refer to Attachment A-4) to include the following:

- Review and verify existing site wetland delineation data.
- Conduct a site visit to determine the presence of wildlife species considered to be endangered, threatened, or species of special concern on the project site and development of a Technical Memorandum summarizing the results.

Task 204 – Geotechnical Investigation

Geotechnical investigative services will be provided in accordance with the scope of services set forth in a November 11, 2024 proposal prepared by Madrid Engineering Group, Inc. (refer to Attachment A-5) to include the following:

- A program of field exploratory work such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils and rock samples, and other field and laboratory tests and analyses that are required to provide design information.

- Laboratory testing of field collected materials.
- Development of geotechnical report interpreting the data collected from the exploratory work and testing and making assessments of the site conditions and recommendations to support the design of structures and subsurface work.

The final geotechnical report will be referenced by consultant to support the design and submitted the County for its records and future reference. Consultant will submit to the County three (3) hard copies and one (1) electronic copy in Portable Document Format of the final Geotechnical Report.

Phase 300 – Preliminary Design

Task 301 – Data Collection / Site Visits

Data Request and Tracking - In advance of the Kick-off Meeting, Consultant will develop and submit a data request identifying documents and information that will be helpful to obtain from the County to support the project, including, but not necessarily limited to record drawings, reports, permits, shop drawings, O&M manuals, operational data, existing geotechnical investigations, etc. The data request will be discussed and refined during the kick-off meeting based on availability of information. Consultant will track and log the data provided.

Data Collection and Initial Review - Consultant will gather information from sources other than the County as may be pertinent to the project, potentially including flood maps, soil maps, regulatory and code requirements, etc. Consultant will perform an initial review and organization of data gathered by Consult and Provided by the County and will distribute data to team members, as appropriate, for reference during the project.

Initial Design Reconnaissance Site Visit – The Consultant will plan and conduct an initial site visit to the SWRWTF to be attended by a multidisciplined engineering team. The purpose of the site visit will be to observe the existing facilities, interview County operations staff, and collect initial information needed to support development of the design documents, such as photographs, dimensions, equipment data, connection points, operation and maintenance information, etc.

Periodic Site Visits During Design Progression – The Consultant will conduct additional small group site visits to obtain additional information needs as identified during design

progression. Consultant has budgeted for six additional site visits by two professionals for up to a half-day.

Task 302 – Conceptual Design Evaluations

Several aspects of the project need further evaluation and decisions to support definition of the project improvements and delivery approach. This task includes conducting conceptual design evaluations to support these decisions. Preliminary recommendations will be summarized in Power Point presentation format and discussed with the County in a Conceptual Design Workshop in order to facilitate decisions (workshop covered under Task 102). The Conceptual Design Evaluations, recommendations, and decisions will also be documented in the Basis of Design Report.

Flows & Loads Study / Conceptual Design Criteria – Consultant will evaluate historical operational data, current permits, and consider County treatment goals to develop tabular summaries of design criteria for review and approval by the County, including the following:

- Design influent flows and loads will be updated using last three year's plant data to establish basis of design.
- Estimate design peak hourly flow (PHF) using hourly plant influent data if available.
- BioWin modeling to establish the design solids loading, recycle flow rates, and dewatering criteria. A Level 2 calibration of the BioWin model using existing facility data is assumed.
- Major equipment list with type, number, size and key feature criteria.
- Preliminary building type, size function, and major features.

Plant Hydraulic Profile Update – Consultant will develop an updated hydraulic profile of the SWRWTF liquid process train from the headworks through the plant effluent pump station. The updated hydraulic profile will be developed in the following steps:

- Review of record drawings including prior versions of the hydraulic profile, as available.
- Meet with plant staff to understand any known plant modifications that may not be accurately reflected in the record drawings.
- Collect and review data on pumps (curves) for any transfer pump stations.
- Observe layout of facilities and conveyances and take photographs and measurements as needed (during site visit under Task 301).

- Work with surveying subconsultant to obtain select elevation data (walls, weirs, pipes, etc, as needed to determine / confirm layout and elevations. This anticipated to be limited, with most of the data coming from record drawings.
- Perform hydraulic calculations to determine hydraulic grade at the design average day, max day, and peak hour flows.
- Develop and submit updated hydraulic profile drawing(s), including three (3) hard copies and one (1) electronic copy in Portable Document Format.

Electrical Distribution System Assessment and Recommendations – Consultant will perform an assessment of the existing electrical distribution system at the SWRWWTF including:

- Review of electrical record drawings.
- Site visit by the lead electrical engineer to gather data on existing system configuration, equipment sizes, electrical building spaces, etc. This will include meeting with the County staff to discuss any current issues and system reliability goals.
- An electrical load study will be performed to inventory all existing and proposed new electrical loads at the SWRWWTF. The results of the electrical load study will be used to confirm the adequacy of existing equipment sizes and sizing for proposed new equipment. The results of the electrical load study will be considered in evaluating potential alternative electrical distribution system configurations.
- Development of up to two concepts for improving the electrical distribution system reliability, potentially including a looped distribution network. Concepts will include narrative description of improvements, schematic representation of system configuration, and planning level conceptual cost.

Since it is not known if improvements to reconfigure the electrical distribution system will be selected for implementation based on the results of the Electrical Distribution System Assessment, design services to implement improvements / reconfiguration to the existing electrical distribution system have not been included with this project scope, other than those improvements specifically described in Section B of this scope. If reconfiguration of the electrical distribution system is selected, design of these improvements can be performed as supplemental services.

4th Street Drainage Assessment – Consultant will assess drainage issues that have historically occurred outside the plant entrance involving periodic occurrence of up to a foot of standing water on 4th Street for a distance of about 300 feet outside of the SWRWWTF access gate. The assessment will include the following:

- Review of shapefiles of utilities, previous surveys completed, parcel shapefiles, easements, atlas sheets, finish-floor information, and other data that may be required to complete the drainage assessment.
- Site visit by a stormwater specialist for field investigation of the existing drainage system within the project area with the goal of augmenting, verifying within the Watershed Management Plan (WMP). If practical, the site visit will be scheduled to occur when poor drainage conditions are visually apparent. The site visit will include meeting with the County staff to discuss historical issues and goals for a resolution.
- Update the existing ICPR model (Mulberry WMP) based on field investigations and information collected under this task with the intent to accurately represent the existing drainage conditions within the study area. The model scenarios will include the 2.33, 5, 10, 25, & 100 year, 24-hour storm events.
- Prepare up to three preliminary alternatives for drainage improvements based on the existing site conditions within the Fuller Heights Area. The alternatives will be assessed for feasibility, constructability, floodplain impacts, and permissibility.
- Develop a Benefit-Cost Analysis (BCA) for the three alternatives. SWFWMD's Flood Protection Benefit Cost Analysis tool will be utilized for the BCA. Class V Cost Estimates (one per alternative) for the design and permitting will be included with the alternative cost estimate.

Consultant will develop a report summarizing the data collection effort, detailing the modifications to the existing conditions ICPR model, discussing the development and evaluation of the three (3) alternatives, and providing recommendations for the preferred alternative. The assessment will be discussed with the County in Conceptual Design Evaluation Workshop and documented in the Basis of Design Report. Three hard copies and one (1) electronic copy in Portable Document Format will be provided for each submittal.

Since the required improvements and related approvals / permitting are not known at the time of scope development, design and permitting services to address the drainage issues have not

been included with this project scope. Depending on the selected path forward for addressing drainage issues, consultant can address the drainage improvements as supplemental services.

Alternative Plant Access Evaluation – There is a CSX Railroad Right-of-Way adjacent to the SWRWWTF property to the south of the fence line. There is an existing unimproved road on the CSX Right-of-Way along north side of the railroad tracks, which has unimproved access points to State Road 60 and 1st Street approximately a half-mile to the southwest. The County also has a utility easement within the CSX Right-of-Way which follows the general route of the road. The County would like to explore the feasibility of utilizing the unimproved road as a backup plant entrance in the event the main entrance is inaccessible due to an incidence such as flooding or road failure. Consultant will conduct an evaluation to assess the feasibility of utilizing this as a backup access route. The assessment will include the following:

- Meet with County to discuss the expected frequency of such access, types and number of vehicles, location and proposed nature of connection to the plant property, etc.
- Site visit to observe and photograph the road and its condition, access points, potential interface with plant property, etc.
- Review of the County's utility easement to understand its location, limits, the access provisions that it contains and applicability to support plant access.
- Schedule and facilitate a meeting with CSX and County staff to discuss the County's access request, constraints, and actions required to implement it.
- Schedule and facilitate a meeting with FDOT to review any actions required to accommodate the County's periodic use of the access point from State Road 60 onto the unimproved road.
- Based on the above activities, develop a summary of conclusions and recommendations regarding the feasibility of using this access route and actions / improvements / approvals required to implement it.

Since the feasibility and required improvements / permitting are not known at the time of scope development, design and permitting services to address implement the desired access have not been included with this project scope. Depending on the results of this assessment and direction from the County, consultant can address the incorporation of the alternative access drive as supplemental services.

Equipment Lead Time and Prepurchase Assessment – Based on the preliminary list of equipment to be implemented with the project, Consultant will perform a market assessment of likely equipment cost and lead times. This will consider Consultant’s experience on recent construction projects as well as cost and schedule feedback from select major equipment vendors in the industry. Consultant will develop a summary of the equipment cost and schedule data, as well as recommendations regarding the equipment that may be good candidates for prepurchase, either by the County or through a Construction Manager-at-Risk.

Project Delivery Evaluation – Consultant will perform an evaluation of the drivers and potential benefits of delivering the project utilizing a Construction Manager-at-Risk delivery method in lieu of the planned Design-Bid-Build approach. The evaluation will consider drivers and potential benefits such as:

- Cost competitiveness / cost certainty
- Project schedule
- Interest / competition in the contracting market
- County’s interest and mechanism for early equipment procurement
- Ability to stage construction (multiple GMPs)
- Collaborative delivery approach

The above drivers will be discussed at the Kick-off Meeting to understand the County’s priorities and relative weighting to support evaluation.

Consultant will perform contractor outreach, contacting up to 8 contractors active in the local market to inform them of the upcoming project, assess interest, and seek input on project delivery approach. Consultant will also consider our recent experience in assessing potential market interest and competition.

Consultant will perform a comparative evaluation of the two approaches based on the drivers and market interest and prepare a summary for discussion with the County.

Task 303 – Basis of Design Report

This task consists of the preparation of a Basis of Design Report (BODR) for the Project. The BODR will be prepared for the set of facility improvements described in the Introduction to this Scope of Services document. The BODR will establish and document design basis information such as:

- Description of Improvements to be Implemented with the Project
- Process Design Criteria (Updated influent Flows and Loads)
- Major Equipment Sizing and performance Criteria
- Summary of Conceptual Design Evaluations and Decisions
- Discipline Design Criteria and Standards
- Project Implementation Plan
- Permitting Requirements
- Opinion of Probable Construction Cost (AACEI Level 4 Estimate)
- Preliminary Drawings and Specification List
- The following preliminary drawings will be included as an appendix to the BODR:
 - Sheet List
 - Site Plan
 - Liquid Process Flow Diagram
 - Solid Process Flow Diagram
 - Hydraulic Profile
 - Facility Demolition Plan
 - General Layout Plans for Major Process Areas
 - Electrical Power Distribution Functional Diagram
 - P&IDs

Three (3) hard copies and one (1) electronic copy in Portable Document Format of the draft BODR shall be submitted to the County. Following the BODR Design Review meeting, three (3) hard copies (one signed and sealed) and one (1) electronic copy in Portable Document Format of the final BODR report shall be submitted to the County.

Phase 400 – Final Design Documents

Consultant will proceed with development of final design documents for the set of improvements listed in the Introduction to this Scope of Services document. The design criteria documented in the BODR shall be the basis for developing the final design documents. The final design documents will be prepared to support competitive bidding for selection of a general contractor to perform the construction under a single construction contract with the County.

As part of the Design Services, the Engineer shall produce interim deliverable documents for the purpose of review by the County's staff and Engineer's quality control. The interim

documents shall serve as milestones wherein certain features shall be fixed after the County's review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and the project cost and schedule. Changes made after fixing features will be considered Supplemental Services.

Drawings will be prepared by Consultant in Revit, Civil 3D, and AutoCAD Plant 3D. Drawings will be prepared based on Consultant's drafting standards on 22"x34" size sheets. The County's applicable standard details available and current at the time of design initiation will be utilized. Where applicable County standard details are not available, Consultant's standard details will be utilized.

The technical specifications will be based on Consultant's standard specifications, which shall be customized to incorporate applicable requirements of the current version of Polk County Utilities Standards and Specifications Manual at the time of design initiation. Construction Specifications Institute (CSI) 16 Division format will be utilized. Consultant's Division 1 General Requirements will be utilized. The County standard bidding and contract document will be utilized.

Consultant's services will include development of an Opinion of Probable Construction Cost (OPCC) which will be updated at each design milestone.

A Bluebeam Review session will be utilized for the County's review of each design milestone review package (30%, 60%, and 90%). Consultant will set up the Bluebeam Review Session and provide access to all County review participants. The comment and response logging tool within Bluebeam will be utilized for tracking / documentation of the County comments and Consultant's responses / actions.

Task 401 – 30% Design Documents

The Consultant will prepare and submit 30% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

The Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation.

Task 402 – 60% Design Documents

The Consultant will prepare and submit 60% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a preliminary Engineer's Opinion of Probable Construction Cost.

The 60% drawings will identify and quantify all permanent and temporary easements that will be required to support construction, operation, and maintenance of the improvements. Additionally, the Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation.

Task 403 – 90% Design Documents

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format. The technical specifications shall include Division 1.
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant shall provide the rationale for the difference in cost.

The Consultant shall clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

Task 404 – 100% Design Documents

The Consultant will prepare and submit 100% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 90% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) electronic copy in Portable Document Format;
- Technical specifications consisting of three (3) bound copies and one (1) electronic copy in Portable Document Format;
- One (1) copy of a final Engineer's Opinion of Probable Construction Cost. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant shall provide the rationale for the difference in cost.

Phase 500 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. In each task below, response to agency questions and comments is limited to two (2) sets of review questions and comments from each agency for each permit. This limit does not include responses to agency questions / comments resulting from errors and / or omissions of the Consultant in preparing and submitting requisite application documents. Permit application fees will be paid by the County.

Task 501 – Florida Department of Environmental Protection (FDEP) Domestic Wastewater Permitting – Minor Revision

The facility improvements as outlined in this scope of services are not anticipated to change the permitted capacity or substantially change the characteristics of the effluent and is assumed to be considered a minor modification by FDEP. This task includes permitting support services for the FDEP domestic wastewater permitting application listed below:

- Form 62-620.910(9) - Application for a Minor Revision to a Wastewater Facility or Activity Permit

This permit is expected to be based on the 90% design deliverable. Services provided by the Consultant under this task include:

- Initial coordination with FDEP to request written confirmation that a substantial permit modification is not required for this project and submitting a minor revision application is acceptable before proceeding.
- Prepare and submit permit application (including all required forms and supporting documentation)
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

Task 502 – Florida Department of Environmental Protection (FDEP) Domestic Wastewater Permitting – Permit Renewal

The SWRWWTF operating permit from the Florida Department of Environmental Protection (FDEP) is set to expire on May 26, 2026. In order to maintain the plant in compliance with the FDEP permit a new permit application for renewal must be submitted at least 180 days prior to the expiration of the existing permit, or in this case approximately November 27, 2025. The County has requested the Consultant provide assistance with the preparation and submittal of the renewal package of the FDEP operating permit. The Consultant's scope of services under this task shall consist of the following:

Data Collection and Review – The Consultant will submit a data request to the Owner for additional data required for preparation of the permit renewal application. The data request to the OWNER will include items such as: operational data, water quality data, residuals data, discharge monitoring flow and quality data, record drawings, studies, reports, technical briefs/memoranda, any recent condition assessment and flow studies, calibration reports, O&M logs, collection system atlas maps and GIS data, collection system asset data/inventory and other data required to be included in the application package. Through the execution of other project work, Consultant will already have some background data for the SWRWWTF which will reduce the data request.

FDEP Pre-Application Meeting - The Consultant will schedule, prepare for and attend, with the OWNER, a pre-application meeting with FDEP to discuss the upcoming permit renewal and get confirmation on permit format and overall approach. It is anticipated this meeting will be completed virtually.

Permit Renewal Forms - Consultant will complete FDEP forms #1 and #2A. This work includes the coordination of existing data and reports and the development of graphics needed to complete the permit package. Additionally, a system description and summary of the existing permit will be included with the forms.

Capacity Analysis Report (CAR) - Consultant will review the data and prepare the CAR in accordance with FDEP "Guidelines for Preparation of Capacity Analysis Report" and coordinate a review of the CAR with the OWNER. The CAR will include a description of the plant and its processes, the existing conditions of the plant, historical flows and loadings (complete graphs and analysis), population projections, future flows, data from the County's I/I studies, and a discussion of the OWNER's methodology for flow measurements. Population projections will leverage the data from the County's existing water/wastewater master planning documents and/or University of Florida Population Projections. It is assumed that the facility does not have any compliance issues with FDEP and has the necessary capacity and processes to maintain compliance with the FDEP Permit.

Operations and Maintenance Report (OMPR) - Consultant will prepare the OMPR in accordance with direction provided by FDEP and support, where requested, from the OWNER to provide necessary information. The OMPR will include:

- A plant description
- A description of plant modifications since the last permit renewal
- Graphs and analysis of the previous five years of water quality data
- A summary of the plant capacity and effluent limits
- A summary of monitoring well data
- A summary of reclaimed water discharges
- Description of the physical condition of the plant
- A summary of the treatment efficiency of each unit process
- Performance trends in operating and water quality data
- O&M review over the last five years
- A short summary of the collection system and the I&I reduction/abatement efforts
- A problems, deficiencies and corrective actions section.

Collection System Action Plan - The Consultant will prepare a Collection System Action Plan in accordance with Rule 62-600.705(2), F.A.C. This rule became effective on June 28, 2023, and requires a Collection System Action Plan to be submitted with the facility's next permit renewal application. The goal of the collection system action plan is to prevent sanitary sewer overflows with a proactive approach to assess the condition of the system and identify needs for repair and rehabilitation. The Consultant will review and compile the County's existing collection system asset data, condition assessments, and repair/rehabilitation planning documents to submit as the Collection System Action Plan, generally consisting of the components listed below:

- A description and map of the SWRWWTF collection system, including an inventory of system components
- A summary of collection system inflow and infiltration (I&I)/condition evaluations and assessments completed (such as CCTV inspections, smoke testing, flow monitoring, etc.)
- Collection system maintenance procedures, including routine cleaning and emergency repair.
- Goals for evaluating percentages of the collection system each year with a minimum of 25 percent of the collection system evaluated over a five year planning horizon
- Summary of ordinances or programs to limit fat, oils, and grease in the collection system, and to minimize I&I from private sanitary sewer laterals
- Contact information and record keeping procedures
- Identification of satellite collection systems, if applicable

It is assumed that the Owner has existing documents and procedures that will be provided to the Consultant to be compiled and submitted as the Collection System Action Plan. The development of collection system assessments, collection system maps, maintenance procedures/plans, and creation of collection system asset inventories are considered additional services and are not included in this scope of work.

Collection/Transmission System Power Outage Contingency Plan - The Consultant will prepare a Collection/Transmission System Power Outage Contingency Plan in accordance with Rule 62-600.705(1), F.A.C. This rule became effective on June 28, 2023, and requires a Power Outage Contingency Plan to be submitted with the facility's next permit renewal application. The goal of the power outage contingency plan is to prevent sanitary sewer overflows during a power in the collection system. The Consultant will review and compile the County's existing collection system asset data and power outage planning documents to submit as a the Collection/Transmission System Power Outage Contingency Plan, generally consisting of the components listed below:

- A description and map of the SWRWWTF collection system
- Pump station inventory including assessments related to power outages
- Inventory of mobile generators and bypass pumps, including storage and maintenance information
- Fuel supply information
- Emergency response procedures pertaining to collection system power outages
- Personnel list/emergency response teams and communications procedures
- Mutual aid agreements, if applicable
- Description of planned improvements to collection system power resiliency, if applicable

It is assumed that the Owner has existing documents and procedures that will be provided to the Consultant to be compiled and submitted as the Collection/Transmission System Power Outage Contingency Plan. The development of collection system assessments, collection system maps, power outage response procedures/plans, and creation of collection system asset inventories are considered additional services and are not included in this scope of work.

Task 503 – FDEP Environmental Resource Permit (ERP) Modification

The Consultant shall provide services to prepare and submit an Environmental Resource Permit (ERP) Modification through the Florida Department of Environmental Protection (FDEP) for this project. It is assumed that the FDEP will authorize this project as a modification of the existing ERP. Should the FDEP require a different process, the Consultant will provide the County with a separate proposal for the additional work. It is assumed that the facility improvements will be within the existing drainage basins included in the SWRWWTF's current ERP permit (53-0271437-003). Services to be provided by the Consultant include the following:

- Schedule and attend one (1) pre-application meeting with FDEP to confirm permitting requirements.
- Create up to two (2) specialized drawings to depict stormwater drainage/containment and silt fences in accordance with governing standards.
- Prepare the required calculations and permit application in support of an ERP modification from FDEP.
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

This permit is expected to be based on the 90% design deliverable.

Task 504 – Polk County Growth Management Permitting

The Consultant shall provide services to apply for Level Two Approval (Polk County Growth Management) for the SWRWWTF improvements. Services to be provided by the Consultant include the following:

- Schedule and attend one (1) pre-application meeting with Polk County Growth Management to confirm permitting requirements.
- Prepare and submit permit application (including all required forms and supporting documentation).
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.
- Attend one (1) Planning Commission Meeting / Board of County Commissioners Meeting / Development Review Committee Meeting (Polk County Growth Management applications), if required.

Phase 600 – Bid Phase Services

This phase will be performed during the bid phase of the Project. For the purpose of this Agreement, it is assumed that the County will enter into one contract for construction of the Project. The County shall be responsible for preparation of Procurement and Contracting Requirements, advertisement of the Project, and distribution of the Project documents, including all costs associated therewith.

Task 601 – Bid Documents

The Consultant shall prepare and submit the following bid documents to the County:

- One (1) signed and sealed full-size set of drawings to scale and one (1) half-size set of construction plans to scale;
- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Bid Sheet (electronic only);

- Scope of Work (separated out for advertisement);
- Supplementary and Special Conditions (electronic only);
- Engineer’s Opinion of Probable Construction Cost;
- An electronic copy of the bid documents in Portable Document Format (electronically signed and sealed).

Task 602 – Pre-bid Meeting

The Consultant shall attend one pre-bid meeting, including a pre-bid site visit (if required).

Task 603 – Bid Addenda

The Consultant shall prepare bid addenda as required to address / respond to questions and comments submitted to the County by prospective bidders. Consultant will provide written comment responses to the County for the County’s use in issuing bid addenda to prospective bidders. Up to two (2) comment responses are anticipated to be primarily text narrative format with minimal accompanying clarifying sketches. An advertisement period of 30 days is anticipated.

Task 604 – Bid Recommendation

The Consultant shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the County.

C. Deliverables

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

Task	Activity	Deliverable
102	Meetings	Meeting agendas and minutes
200-204	Support Services	Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)

Task	Activity	Deliverable
301	Data Collection / Site Visits	Data Request / Data tracking log
302	Conceptual Design Evaluations	Summary of conclusions and recommendations from Conceptual Design Evaluations presented in Power Point format for discussion at the Conceptual Design Evaluation Workshop.
303	Basis of Design Report or Preliminary Design Report	Three (3) hard copies (one signed / sealed) and one (1) electronic copy.
401-404	Final Design Documents	Three (3) 11" x 17" design drawings; three (3) copies of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost
501-504	Permitting	Permit applications and supporting documentation
601	Bid Documents	One (1) 22" x 34" signed / sealed and one (1) 11" x 17" copy of construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Bid Sheet; Scope of Work Description; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all bid docs in Portable Document Format
603	Bid Addenda	Written responses to bidders questions / comments
604	Bid Recommendation	Recommendation of award

D. Schedule

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Agreement and a formal Notice-to-Proceed from the County. The projected schedule for the performance of services described herein, in Gantt Chart format, is included as Attachment A-1. An updated electronic version of the Project schedule in Microsoft Project will be provided to the County within 10 working days from the issuance of the Notice-to-Proceed. 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.

The proposed schedule is based on the following assumptions:

- The Kick-off Meeting will be scheduled within two weeks of Notice-to-Proceed
- Data requested from the County will be received by Consultant within 2 weeks of the Kick-off meeting.
- Design Review Meetings will be scheduled within three weeks of Design Milestone Submittals and all County review comments are received in writing by Consultant prior to the review meetings.
- The bid period between advertisement and bid opening is anticipated to be 30 days.
- The schedule for bid advertisement shall be under the County's control but is anticipated to be within four months of the submittal of 100% design documents.

E. Compensation

This Agreement establishes a not-to-exceed cost of \$3,100,586.00; (\$2,952,939.00 + \$147,647.00 contingency). Compensation for the services performed under this Agreement shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Exhibit "B", Fee Schedule, of this Agreement. Other direct costs or expenses incurred in connection with this Agreement will not be invoiced as these expenses have been accounted for in the rate multiplier associated with this Agreement referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only. 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 this Agreement includes contingency funds in the amount of \$147,647.00. The contingency funds authorized for use on this Agreement may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect 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, notarized affidavits (as applicable), 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 Agreement number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all 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 performance of this scope of services is reliant on the following support from the County:

- Provide relevant data to Consultant as requested and reasonably available.
- Provided the prior survey files to consultant for use in developing the design.
- Provide Consultant access to the SWRWWTF for performing design reconnaissance, including operator accompaniment, as necessary.
- Attend and participate in meetings and workshops with consultant.
- Provide a venue for in person meetings at County facilities.

- Review consultant's draft deliverables and provide written review comments in a single comment document (Bluebeam Session, included).
- Execute permit applications and payment of permit application fees.
- During the bid phase, prepare procurement and contracting requirements, advertisement of the project, and distribution of the project documents, preparation and issuing of addenda with input from Consultant.

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

- Public relations services.
- Expert witness / litigation support services.
- Presentations to Boards and public hearings.
- CMAR procurement or coordination with a CMAR during design.
- Value engineering reviews and services, including related design modifications.
- 3D modeling / renderings other than as used for design drawing development.
- Equipment prepurchase services.
- Financial / funding related services.
- Safety / security assessments.
- Hazardous material assessments.
- Cultural resources / archeological studies.
- Performance testing of existing equipment.
- Pilot testing.
- Laboratory testing other than by the geotechnical subconsultant.
- Right-of-way / property acquisition services.
- Equipment alternatives analysis / technology evaluations or life cycle assessments.
- Arc flash studies.
- Structural condition investigations / testing.
- SCADA Integration programming.
- Surveying, SUE, geotechnical, and environmental services beyond the subconsultant allowance amounts indicated.
- Protected species permitting services.
- Wetland permitting services.

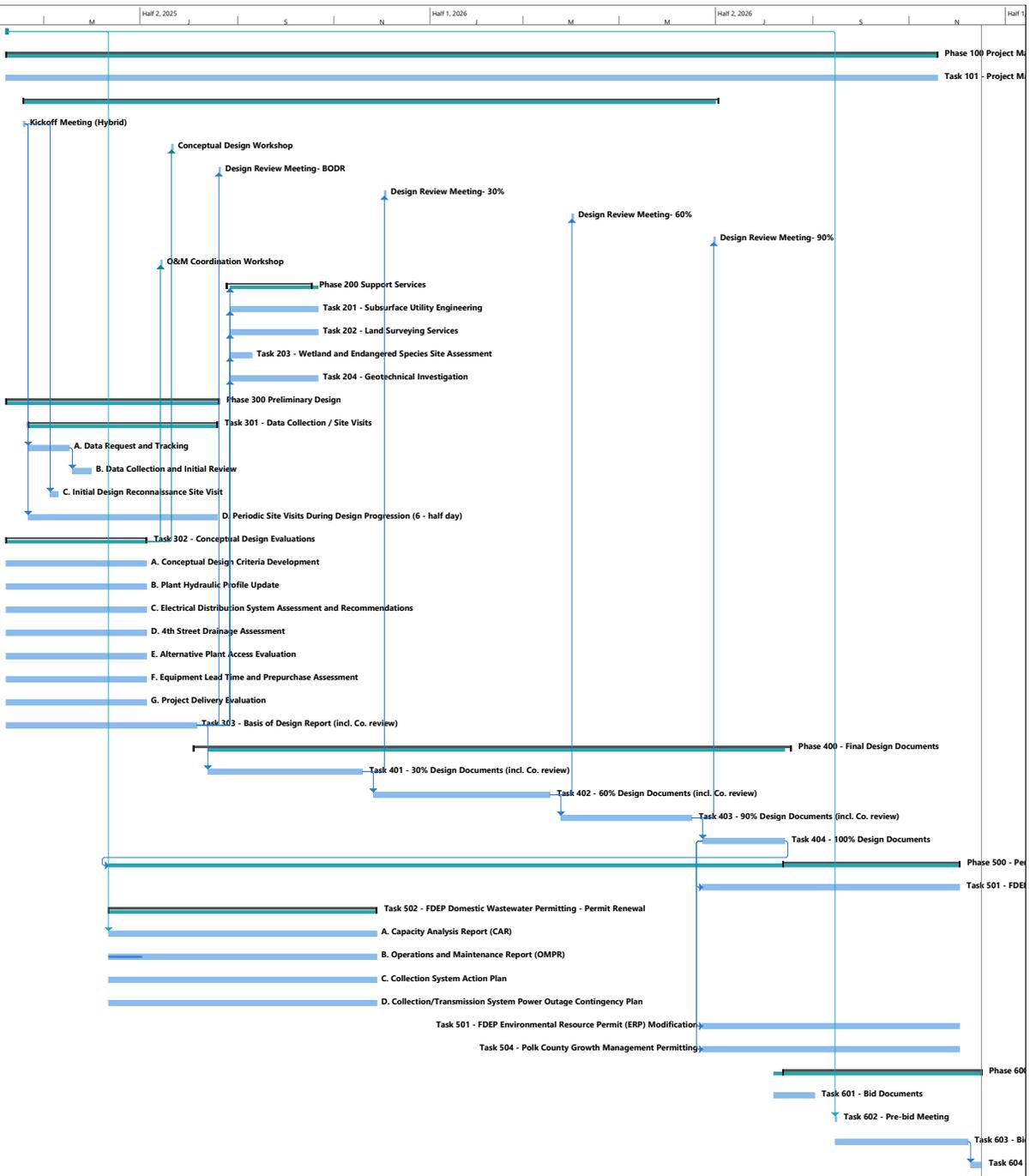
- Payment of permit fees.
- Design services to address constraints identified through the hydraulic profile analysis.
- Design / permitting of drainage or road improvements to 4th Avenue outside of the plant property.
- Design / permitting of modifications to implement an alternative plant access via the CSX property.
- Design services to implement reconfiguration of the electrical distribution system (ie: looped distribution).
- Design modifications to the alum feed system.
- Design services for expansion of the stormwater ponds.
- Bid phase services to support a second bid advertisement, extended advertisement period, or bid protest.
- Preparation of conformed to bid documents.
- Evaluation of exceptions to the contract requirements requested by the apparent low bidder prior to award.
- Construction phase services.

H. Assumptions

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

- Meetings other than those described in the scope as in-person meetings are assumed to be held virtually.
- Deliverables other than those described in the scope as hard copy documents are assumed to be electronic in pdf format.
- Design documents will be prepared in accordance with applicable County standards current at the time of design initiation. Modifications to completed portions of the design to align with changed standards adopted during design progression shall be supplemental services.
- Stormwater Pollution Prevention Plan and Notice of Intent to Use General Permit (Florida Department of Environmental Protection / Environmental Protection Agency) will be prepared submitted by the Contractor.
- There are understood to be no special services or design provisions required due to the project funding source.

ID	Task Mode	Task Name	Duration	Start	Finish
1	Task	Full Notice to Proceed - FNTF	1 day	Mon 4/7/25	Mon 4/7/25
2	Phase	Phase 100 Project Management	423 days	Mon 4/7/25	Wed 11/18/26
3	Task	Task 101 - Project Management	423 days	Mon 4/7/25	Wed 11/18/26
4	Task	Task 102 - Meetings	315 days	Fri 4/18/25	Thu 7/2/26
5	Task	Kickoff Meeting (Hybrid)	1 day	Fri 4/18/25	Fri 4/18/25
6	Task	Conceptual Design Workshop	1 day	Mon 7/21/25	Mon 7/21/25
7	Task	Design Review Meeting- BODR	1 day	Wed 8/20/25	Wed 8/20/25
8	Task	Design Review Meeting- 30%	1 day	Wed 12/3/25	Wed 12/3/25
9	Task	Design Review Meeting- 60%	1 day	Wed 4/1/26	Wed 4/1/26
10	Task	Design Review Meeting- 90%	1 day	Tue 6/30/26	Tue 6/30/26
11	Task	O&M Coordination Workshop	1 day	Mon 7/14/25	Mon 7/14/25
12	Phase	Phase 200 Support Services	40 days	Mon 8/25/25	Fri 10/17/25
13	Task	Task 201 - Subsurface Utility Engineering	40 days	Wed 8/27/25	Tue 10/21/25
14	Task	Task 202 - Land Surveying Services	40 days	Wed 8/27/25	Tue 10/21/25
15	Task	Task 203 - Wetland and Endangered Species Site Assessment	10 days	Wed 8/27/25	Tue 9/9/25
16	Task	Task 204 - Geotechnical Investigation	40 days	Wed 8/27/25	Tue 10/21/25
17	Phase	Phase 300 Preliminary Design	97 days?	Mon 4/7/25	Tue 8/19/25
18	Task	Task 301 - Data Collection / Site Visits	86 days	Mon 4/21/25	Mon 8/18/25
19	Task	A. Data Request and Tracking	20 days	Mon 4/21/25	Fri 5/16/25
20	Task	B. Data Collection and Initial Review	10 days	Mon 5/19/25	Fri 5/30/25
21	Task	C. Initial Design Reconnaissance Site Visit	5 days	Mon 5/5/25	Fri 5/9/25
22	Task	D. Periodic Site Visits During Design Progression (6 - half day)	86 days	Mon 4/21/25	Mon 8/18/25
23	Task	Task 302 - Conceptual Design Evaluations	65 days?	Mon 4/7/25	Fri 7/4/25
24	Task	A. Conceptual Design Criteria Development	65 days	Mon 4/7/25	Fri 7/4/25
25	Task	B. Plant Hydraulic Profile Update	65 days	Mon 4/7/25	Fri 7/4/25
26	Task	C. Electrical Distribution System Assessment and Recommendations	65 days	Mon 4/7/25	Fri 7/4/25
27	Task	D. 4th Street Drainage Assessment	65 days	Mon 4/7/25	Fri 7/4/25
28	Task	E. Alternative Plant Access Evaluation	65 days	Mon 4/7/25	Fri 7/4/25
29	Task	F. Equipment Lead Time and Prepurchase Assessment	65 days	Mon 4/7/25	Fri 7/4/25
30	Task	G. Project Delivery Evaluation	65 days	Mon 4/7/25	Fri 7/4/25
31	Task	Task 303 - Basis of Design Report (incl. Co. review)	87 days	Mon 4/7/25	Tue 8/5/25
32	Phase	Phase 400 - Final Design Documents	271 days?	Mon 8/4/25	Mon 8/17/26
33	Task	Task 401 - 30% Design Documents (incl. Co. review)	70 days	Wed 8/13/25	Tue 11/18/25
34	Task	Task 402 - 60% Design Documents (incl. Co. review)	80 days	Wed 11/26/25	Tue 3/17/26
35	Task	Task 403 - 90% Design Documents (incl. Co. review)	59 days	Wed 3/25/26	Mon 6/15/26
36	Task	Task 404 - 100% Design Documents	38 days	Tue 6/23/26	Thu 8/13/26
37	Phase	Phase 500 - Permitting Services	80 days?	Thu 8/13/26	Wed 12/2/26
38	Task	Task 501 - FDEP Domestic Wastewater Planning - Minor Revision	117 days?	Tue 6/23/26	Wed 12/2/26
39	Task	Task 502 - FDEP Domestic Wastewater Permitting - Permit Renewal	122 days?	Wed 6/11/25	Thu 11/27/25
40	Task	A. Capacity Analysis Report (CAR)	122 days	Wed 6/11/25	Thu 11/27/25
41	Task	B. Operations and Maintenance Report (OMPR)	122 days	Wed 6/11/25	Thu 11/27/25
42	Task	C. Collection System Action Plan	122 days	Wed 6/11/25	Thu 11/27/25
43	Task	D. Collection/Transmission System Power Outage Contingency Plan	122 days	Wed 6/11/25	Thu 11/27/25
44	Task	Task 501 - FDEP Environmental Resource Permit (ERP) Modification	117 days	Tue 6/23/26	Wed 12/2/26
45	Task	Task 504 - Polk County Growth Management Permitting	117 days	Tue 6/23/26	Wed 12/2/26
46	Phase	Phase 600 - Bid Phase Services	90 days	Thu 8/13/26	Wed 12/16/26
47	Task	Task 601 - Bid Documents	18 days	Fri 8/7/26	Tue 9/1/26
48	Task	Task 602 - Pre-bid Meeting	1 day	Tue 9/15/26	Tue 9/15/26
49	Task	Task 603 - Bid Addenda	60 days	Tue 9/15/26	Mon 12/7/26
50	Task	Task 604 - Bid Recommendation	5 days	Thu 12/10/26	Wed 12/16/26



Polk County SWRWTF Impro Date: Tue 1/7/25

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

Page 1

Attachment A-2 Fee
Polk SWRWTF Improvements

Client Position	Project Officer/ Director	Project Manager I	Senior Engineering Manager	Engineering Manager	Administrative I	Project Controls/Scheduling Specialist	Finance/Accountant I	Cost Estimator III	Senior Technical Expert	Senior Engineer II	Project Engineer III	Staff Engineer II	Project Engineer III	Staff Engineer II	Senior Engineer I	Staff Engineer II	Senior Engineer II	Project Engineer II	Senior Engineer II			
Discipline	PM&S - Project Management	PM&S - Project Management	EDS - Design/Engineering Management	EDS - Design/Engineering Management	PM&S - Project Admin Support	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Estimating	PM&S - Quality	EDS - Civil	EDS - Civil	EDS - Civil	EDS - Civil	EDS - Civil	EDS - Civil	EDS - Civil	EDS - Structural/Architectural	EDS - Structural/Architectural	EDS - Structural/Architectural			
HOURS:	65	297	388	1,068	183	112	112	245	67	192	781	1,818	42	86	67	188	40	263	775			
BILLING RATE:	\$ 315.00	\$ 230.00	\$ 275.00	\$ 218.00	\$ 90.00	\$ 160.00	\$ 102.00	\$ 282.00	\$ 315.00	\$ 253.00	\$ 210.00	\$ 130.00	\$ 210.00	\$ 130.00	\$ 226.00	\$ 130.00	\$ 253.00	\$ 180.00	\$ 253.00			
CONTRACT TOTALS:	\$ 20,475	\$ 68,310	\$ 106,700	\$ 232,824	\$ 16,470	\$ 17,920	\$ 11,424	\$ 69,090	\$ 21,105	\$ 48,576	\$ 164,010	\$ 236,340	\$ 8,820	\$ 11,180	\$ 15,142	\$ 24,440	\$ 10,120	\$ 47,340	\$ 196,075			
Description																						
Phase 100 - Project Management																						
Task 101 - Project Management	51	203	56	102	101	96	96															
Task 102 - Meetings																						
Kick-off Meeting	5	7	7	8	5						9											
Design Review Meetings (4) - BODR, 30%, 60%, 90%	9	19	21	38	5						33											
Conceptual Design Workshop			9	13	5						9							6				
O&M Coordination Workshop			5	5	12						9											
Phase 100 Subtotals	65	243	102	194	121	96	96				60							6				
Phase 200 - Support Services																						
Task 201 - Subsurface Utility Engineering			4	8		4	4				8											
Task 202 - Land Surveying Services			4	8		4	4				8											
Task 203 - Wetland and Endangered Species Site Assessment			4	8		4	4				8											
Task 204 - Geotechnical Investigation			4	8		4	4				8											
Phase 200 Subtotals			16	32		16	16				32											
Phase 300 - Preliminary Design																						
Task 301 - Data Collection / Site Visits																						
Data Request and Tracking			2	13							4											
Data Collection and Initial Review			4	9							16											
Initial Design Reconnaissance Site Visit			6	17							8								9			
Periodic Site Visits During Design Progression (6 - half day)	6		12	37								8							7			
Task 302 - Conceptual Design Evaluations																						
Flows & Loads Study / Conceptual Design Criteria	1	4	17	8					2		10	22						2	10	2		
Plant Hydraulic Profile Update	1	4	21						2	9		82										
Electrical Distribution System Assessment and Recommendations	1	4	9						2													
4th Street Drainage Assessment	1	6	13						2										25	104		
Alternative Plant Access Evaluation	1	4	17						2										9	28		
Equipment Lead Time and Prepurchase Assessment	1	2	17						2	17		42										
Project Delivery Evaluation	1	16	9							25		42										
Task 303 - Basis of Design Report	4	16	51	12				17	8	9	24	62							2	10		
Phase 300 Subtotals	17	80	230	20				17	20	60	62	258						41	132	4	20	37
Phase 400 - Final Design Documents																						
Task 401 - 30% Design Documents (Plans, Tech Specs, & OPCC)	8	42	148	8				38	9	26	169	393							8	68	114	
Task 402 - 60% Design Documents (Plans, Tech Specs, & OPCC)	8	42	152	4				100	17	42	179	423							12	84	350	
Task 403 - 90% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)	8	42	108	8				70	17	46	147	393							10	72	214	
Task 404 - 100% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)	8	22	88	8				20		10	69	203							4	16	44	
Phase 400 Subtotals	32	148	496	28				228	43	124	564	1412							34	240	722	
Phase 500 - Permitting Services																						
Task 501 - FDEP Domestic Wastewater Permitting - Minor Revision			4	12	4						5	12										
Task 502 - FDEP Domestic Wastewater Permitting - Permit Renewal			4	16	4						11	22										
Capacity Analysis Report (CAR)	2	4							1	2	21	42										
Operations and Maintenance Report (OMPR)	2	4							1	2	21	52										
Collection System Action Plan	2	4							1	2												
Collection/Transmission System Power Outage Contingency Plan	2	4							1	2			21	43								
Task 503 - FDEP Environmental Resource Permit (ERP) Modification			4	16	2								21	43						10	34	
Task 504 - Polk County Growth Management Permitting			4	8	4															10	22	
Phase 500 Subtotals			24	68	14				4	8	58	128	42	86	20					56		
Phase 600 - Bid Phase Services																						
Task 601 - Bid Documents			4	16							1									1	1	
Task 602 - Pre-bid Meeting	4		4	10																		
Task 603 - Bid Addenda			8	16							4	16								1	3	
Task 604 - Bid Recommendation	1		2	6								4									4	
Phase 600 Subtotals	5	18	48								5	20								2	3	

Staffing Summary

Client Position	Project Engineer II	Senior Engineer III	Senior Engineer II	Project Engineer II	Project Engineer II	Senior Engineer III	Senior Engineer III	Senior Engineer III	Senior Engineer II	Project Engineer II	Senior Engineer I	Senior Engineer III	Senior Engineer II	Project Engineer I	Senior Technical Expert	Project Engineer II
Discipline	EDS - Structural/Architectural	EDS - Mechanical	EDS - Mechanical	EDS - Mechanical	EDS - Mechanical	EDS - Mechanical	EDS - Mechanical	EDS - Electrical	EDS - Electrical	EDS - Electrical	EDS - Electrical	EDS - Instrumentation & Controls	EDS - Instrumentation & Controls	EDS - Instrumentation & Controls	EDS - Process Engineering	EDS - Process Engineering
HOURS:	637	61	149	128	820	186	389	81	127	1,120	57	150	216	407	37	126
BILLING RATE:	\$ 180.00	\$ 279.00	\$ 253.00	\$ 180.00	\$ 180.00	\$ 279.00	\$ 279.00	\$ 279.00	\$ 253.00	\$ 180.00	\$ 226.00	\$ 279.00	\$ 253.00	\$ 166.00	\$ 315.00	\$ 180.00
CONTRACT TOTALS:	\$ 114,660	\$ 17,019	\$ 37,697	\$ 23,040	\$ 147,600	\$ 51,894	\$ 108,531	\$ 22,599	\$ 32,131	\$ 201,600	\$ 12,882	\$ 41,850	\$ 54,648	\$ 67,562	\$ 11,655	\$ 22,680
Description																
Phase 100 - Project Management																
Task 101 - Project Management																
Task 102 - Meetings																
Kick-off Meeting																
Design Review Meetings (4) - BODR, 30%, 60%, 90%			4						9					9	9	
Conceptual Design Workshop															6	
O&M Coordination Workshop															6	
Phase 100 Subtotals			4						9					9	9	
Phase 200 - Support Services																
Task 201 - Subsurface Utility Engineering																
Task 202 - Land Surveying Services																
Task 203 - Wetland and Endangered Species Site Assessment																
Task 204 - Geotechnical Investigation																
Phase 200 Subtotals																
Phase 300 - Preliminary Design																
Task 301 - Data Collection / Site Visits																
Data Request and Tracking									2	5				5	9	
Data Collection and Initial Review									2	9				9	13	
Initial Design Reconnaissance Site Visit									16					11	17	
Periodic Site Visits During Design Progression (6 - half day)														13		
Task 302 - Conceptual Design Evaluations																
Flows & Loads Study / Conceptual Design Criteria		13														
Plant Hydraulic Profile Update																
Electrical Distribution System Assessment and Recommendations										41				17		
4th Street Drainage Assessment																
Alternative Plant Access Evaluation																
Equipment Lead Time and Prepurchase Assessment																
Project Delivery Evaluation																
Task 303 - Basis of Design Report		6	5	16		257	56	163			41		13	27	53	
Phase 300 Subtotals	19	5	16		257	56	163		20	96	41	13	58	75		
Phase 400 - Final Design Documents																
Task 401 - 30% Design Documents (Plans, Tech Specs, & OPCC)	96	9	19	20	209	38	79		11	56		27	58	117	12	42
Task 402 - 60% Design Documents (Plans, Tech Specs, & OPCC)	297	18	43	44	149	40	69		36	366		43	50	109	16	50
Task 403 - 90% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)	182	19	43	44	149	40	59	81	41	546		67	26	59	7	22
Task 404 - 100% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)	39	8	19	20	47	12	15		9	56			10	25	2	12
Phase 400 Subtotals	614	54	124	128	554	130	222	81	97	1024		137	144	310	37	126
Phase 500 - Permitting Services																
Task 501 - FDEP Domestic Wastewater Permitting - Minor Revision																
Task 502 - FDEP Domestic Wastewater Permitting - Permit Renewal																
Capacity Analysis Report (CAR)																
Operations and Maintenance Report (OMPR)																
Collection System Action Plan																
Collection/Transmission System Power Outage Contingency Plan																
Task 503 - FDEP Environmental Resource Permit (ERP) Modification																
Task 504 - Polk County Growth Management Permitting																
Phase 500 Subtotals																
Phase 600 - Bid Phase Services																
Task 601 - Bid Documents			1						1					1		
Task 602 - Pre-bid Meeting																
Task 603 - Bid Addenda	4	2	4		9		4							4	13	
Task 604 - Bid Recommendation																
Phase 600 Subtotals	4	2	5		9		4		1					5	13	

Client Position											Hours	Labor	Subcontract Summary			Subcontracts	Travel Expenses	Permitting	Project Subtotal	Owner's Contingency Allowance	Project Total
	Senior Technical Expert	Project Engineer I	CADD/Technician III	CADD/Technician III	CADD/Technician I	CADD/Technician I	CADD/Technician II	CADD/Technician I	CADD/Technician II	CADD/Technician II	Survey/SUE	Environmental	Geotechnical								
Discipline	EDS - Process Engineering	EDS - Process Engineering	EDS - Virtual Design & Data Solutions																		
HOURS:	157	165	420	470	291	641	436	100	712	578	15,450			\$ 46,260	\$ 25,870	\$ 20,927	\$ 93,057				
BILLING RATE:	\$ 315.00	\$ 166.00	\$ 162.00	\$ 162.00	\$ 113.00	\$ 113.00	\$ 132.00	\$ 113.00	\$ 132.00	\$ 132.00				0.00%	0.00%	0.00%					
CONTRACT TOTALS:	\$ 49,455	\$ 27,390	\$ 68,040	\$ 76,140	\$ 32,883	\$ 72,433	\$ 57,552	\$ 11,300	\$ 93,984	\$ 76,296	\$ 2,859,882	\$ 46,260	\$ 25,870	\$ 20,927	\$ 93,057	\$ -	\$ -	\$ 2,952,939	\$ 147,647	\$ 3,100,586	
Description																					
Phase 100 - Project Management																					
Task 101 - Project Management																					
Task 102 - Meetings																					
Kick-off Meeting																					
Design Review Meetings (4) - BODR, 30%, 60%, 90%																					
Conceptual Design Workshop																					
O&M Coordination Workshop																					
Phase 100 Subtotals																					
Phase 200 - Support Services																					
Task 201 - Subsurface Utility Engineering																					
Task 202 - Land Surveying Services																					
Task 203 - Wetland and Endangered Species Site Assessment																					
Task 204 - Geotechnical Investigation																					
Phase 200 Subtotals																					
Phase 300 - Preliminary Design																					
Task 301 - Data Collection / Site Visits																					
Data Request and Tracking																					
Data Collection and Initial Review																					
Initial Design Reconnaissance Site Visit																					
Periodic Site Visits During Design Progression (6 - half day)																					
Task 302 - Conceptual Design Evaluations																					
Flows & Loads Study / Conceptual Design Criteria																					
Plant Hydraulic Profile Update																					
Electrical Distribution System Assessment and Recommendations																					
4th Street Drainage Assessment																					
Alternative Plant Access Evaluation																					
Equipment Lead Time and Prepurchase Assessment																					
Project Delivery Evaluation																					
Task 303 - Basis of Design Report																					
Phase 300 Subtotals																					
Phase 400 - Final Design Documents																					
Task 401 - 30% Design Documents (Plans, Tech Specs, & OPCC)																					
Task 402 - 60% Design Documents (Plans, Tech Specs, & OPCC)																					
Task 403 - 90% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)																					
Task 404 - 100% Design Documents (Plans, Tech & Div 1 Specs, & OPCC)																					
Phase 400 Subtotals																					
Phase 500 - Permitting Services																					
Task 501 - FDEP Domestic Wastewater Permitting - Minor Revision																					
Task 502 - FDEP Domestic Wastewater Permitting - Permit Renewal																					
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Collection System Action Plan																					
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Task 503 - FDEP Environmental Resource Permit (ERP) Modification																					
Task 504 - Polk County Growth Management Permitting																					
Phase 500 Subtotals																					
Phase 600 - Bid Phase Services																					
Task 601 - Bid Documents																					
Task 602 - Pre-bid Meeting																					
Task 603 - Bid Addenda																					
Task 604 - Bid Recommendation																					
Phase 600 Subtotals																					

January 7, 2025
Steven King, PE
Black & Veatch
1715 N. Westshore Boulevard
Suite 725 Tampa, FL 33607
Email: kings@bv.com

RE: Polk County SWRWTF Wastewater Treatment Plant

Dear Mr. King,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project. We look forward to working with Black & Veatch toward the successful completion of this project.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide a topographic survey for the Polk County SWRWTF project. We will provide a topographic survey within the limits outline in red shown on exhibits "A" and additional data collection shown on exhibit "B". Fifteen (15) test holes will be performed on the project & level "B" designates will be performed within the project limits shown on exhibits "A" & "B".

Survey Services

Task 1 – SWRWTF Subsurface Utility Engineering

This task consists of SUE services necessary to identify existing utilities and potential utility conflicts in and around the Solids Dewatering area, Filters, Clarifiers, and Electrical areas shown on exhibit "A". Normal plant vehicle access will be maintained at all times. Subsurface investigations will be conducted using ground penetrating radar (GPR) technology in areas indicating probable locations of buried utilities as shown on record drawings. Up to fifteen soft digs will be included to verify the location of critical buried tie-in connections. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

Subsurface Utility Services

CivilSurv will provide conventional electronic designating equipment including ground penetrating radar (GPR) to locate, designate, and mark the horizontal location of existing utility lines within the project construction area. Where necessary, depending on the need to cross or connect to existing utilities, the subconsultant will provide up to two (15) test holes using "soft dig" vacuum methods in soft surfaces only. Hard surface such as concrete or asphalt will require an additional fee. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

- Horizontal project control will be established using the Florida State Plane Coordinate System, Zone 0902, Florida West North American Datum of 1983 (2011 Adjustment).
- Vertical project control will be established using the North American Vertical Datum of 1988 (NAVD 1988) utilizing redundant GNSS observations. Benchmarks relative to the NAVD 1988 datum will be set or recovered throughout the project limits & labeled in the drawing file.
- A field walk through of the project will be completed & missing items will be identified & mapped.
- Utilities will be designated & mapped (level "B") in the area outlined in red as shown on exhibits "A" & "B".
- Boundary determination is not part of this scope.
- Utility coordination is not included in this scope.

www.CivilSurv.com
Small Business Enterprise



Task 2 – SWRWTF Land Surveying Services

The Consultant will provide the following land surveying services in the area around the Solids Dewatering area, Filters, Clarifiers, and Electrical areas shown on exhibit “A”, and along 4th Street:

- Topographic survey of a 400-foot-long section of 4th Street outside of the plant entrance, to 10 feet beyond each right-of-way line. Location of existing above ground features including edge of pavement, structure corners, hydrants, tanks, trees greater than 10” diameter, edge of woodland limits, fencing, walls, manholes (rim and inverts), sidewalks, site lighting, culverts, inlets, exposed piping, electrical equipment and pull boxes, and other features encountered.
- Specific purpose survey for locations of SUE, bore hole, etc.
- Survey data to supplement / confirm record drawings to support development of an updated plant hydraulic profile, primarily including limited elevation data of existing weirs, pipe inverts, water containing structure floors / walls. The supplemental data will be limited to 20 surveyed elevations with up to 3 separate site visits to collect the data as directed by the EOR.
- Survey sanitary manhole inverts and stormwater manholes/catch basin inverts within the areas of proposed improvements.
- Survey data to record the location and elevation of existing utilities identified through the SUE investigation.
- Horizontal datum will be North American Datum 1983 latest National Geodetic Survey adjustment. Vertical datum will be North American Vertical Datum of 1988.

Task 3 – SWRWTF Optional Service – Wetland Flag Location

The Consultant will provide survey locations of the following:

- Wetland flag locations. Includes field location (2–dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data. Delivery of all appropriate electronic files.
- Up to 2500 linear feet flagged by others.

Terms and Conditions

Black & Veatch will make available all plans and utility records that have been obtained for this site before work commences. CivilSurv has a right to rely on the accuracy of such plans and utility records and will notify Black & Veatch if there are any patently or reasonably identifiable defects in the documents.

Black & Veatch is aware that due to the inherent uncertain nature of subsurface utilities, including but not limited to deficient or misrepresentation of prints, CivilSurv cannot guarantee that all subsurface utility lines will be accounted for. CivilSurv will ensure that all reasonable efforts are made to identify the location of said underground utilities and provide the best available information within the project area with the use of Ground Penetrating Radar, Electronic Line Locating Equipment and Vacuum Excavation methods, as needed. Additional research will only be conducted by CivilSurv if requested in writing by Black & Veatch.

In accordance with the Underground Facility Damage Prevention and Safety Act, the Design Engineer shall perform sufficient Utility Coordination with the Utility providers in this location to affirm the information from CivilSurv’s efforts and confirm that no other subsurface utility is possibly undetected by these efforts.

The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.



II. DELIVERABLES

CivilSurv will provide an AutoCAD Civil 3D or MicroStation 3D CADD file, with surface, and a signed and sealed surveyor's report. A signed and sealed PDF for 4th Street will be provided with up to three signed & sealed hard copies. We will provide dig reports, an Excel spread sheet and will add the information to the CADD file for the 15 test hole locations & the level "B" designates.

III. FEES

Task	Fee
Task 1 – SWRWWTF Subsurface Utility Engineering	\$21,058.00
Task 2 – SWRWWTF Land Surveying Services	\$22,076.00
Total Lump Sum Fee	\$43,134.00
Task 3 – SWRWWTF Optional Service – Wetland Flag Location	\$3,126.00

IV. SCHEDULE

The survey services can be completed 8 weeks from notice to proceed. The SUE services can be completed 3 weeks from notice to proceed.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with Black & Veatch. If this proposal is acceptable, please provide a sub-consultant agreement. If you have any questions or comments, please contact me.

Sincerely,



Tim Morris, PSM
Vice President | Geomatics



Exhibit "A" SWRWTF Site

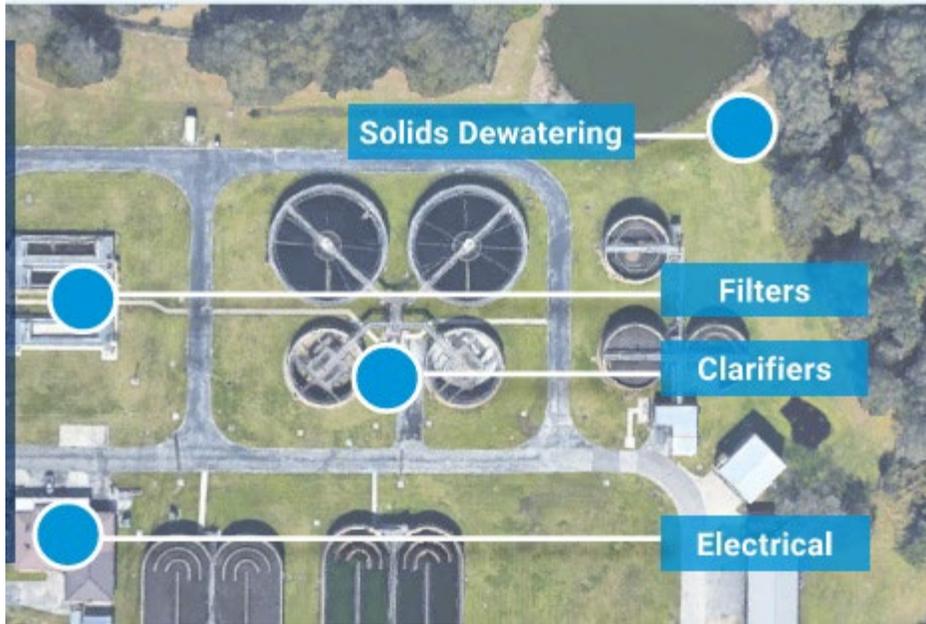


Exhibit "B" 4th St.



Attachment A-4 Environmental Services Subconsultant Proposal
Polk SWRWTF Improvements



January 6, 2025

Steven King, P.E.
Black & Veatch
1715 N. Westshore Boulevard
Suite 725
Tampa, FL 33607

Reference: Southwest Regional Wastewater Treatment Facility
Parcel No.: 23-29-34-000000-022
Polk County, Florida
Scope of Work and Fee Estimate

Dear Steven:

Thank you for the opportunity to provide environmental consulting services for the referenced project. The project involves filter, dewatering, clarifier, and electrical improvements at Polk County's Southwest Regional Wastewater Treatment Facility. Below is an explanation of tasks and the associated fee for the scope of work.

Task 1 Wetland Delineation

A wetland topo survey prepared by CivilSurv dated October 21, 2024, includes jurisdictional wetland boundaries delineated by Patel Green and Associates. Earth Resources will review the wetland boundaries in the field to confirm the accuracy. If, in our opinion, the wetland boundaries are not accurate or additional wetlands or surface waters are found within the project area, they will be flagged in accordance with the State of Florida Wetland Delineation Methodology outlined in Chapter 62-340, F.A.C. GPS coordinates of each wetland flag will be recorded using the ESRI Field Maps application on mobile device. An aerial map and KMZ files depicting the wetland flag locations and approximate jurisdictional boundaries will be provided to assist the project surveyor/engineer. The wetland survey will be reviewed for accuracy and conformity with regulatory agency requirements.

A field meeting will be scheduled with the Florida Department of Environmental Protection (FDEP) to obtain approval of the wetland boundaries. Prior to the meeting, Earth Resources will conduct field reconnaissance to replace missing wetland flags. Changes to wetland flag locations will be recorded and GPS coordinates provided to the Project Surveyor to incorporate into the wetland survey. This task will be completed for a lump sum fee of \$9,260.00.

Task 2 Listed Species Evaluation and Tech Memo

Earth Resources will collect and review readily available and pertinent data prior to conducting a field assessment and data collection including FNAI report, U.S. Fish and Wildlife Service (FWS) iPaC report, Audubon Society EagleWatch Nest database, documented wildlife usage and recent and historic aerial imagery. Site reconnaissance will be conducted within the project area, the purpose of which is to identify the conspicuous occurrence or potential occurrence of wildlife species considered to be endangered, threatened, or species of special concern as listed by the Florida Fish and Wildlife Conservation Commission (FWC) and FWS. Wildlife observations will be noted. Results of the database research and habitat assessment will be

documented in a Technical Memorandum summarizing the results of the field review, methodology, results of the database research, habitat descriptions, photos, wetland location map, soils map, FLUCCS map, observed wildlife, listed species sightings and a discussion of the regulatory requirements. This task will be completed for a lump sum fee of \$14,110.00.

Task 3 Meetings and Coordination

Earth Resources will attend up to four (4) meetings with the Project Owner, the Project Engineer, and/or regulatory agencies to discuss environmental aspects of the project. Minutes will be prepared and provided to the project team following each meeting. This task will be completed for a lump sum fee of \$2,500.00.

Assumptions

- Protected species permitting is not included.
- FDEP ERP permitting support is not included.
- If new regulations are adopted or implemented after the date of this proposal, additional work will be considered out of scope.
- Electronic copies (PDF) of the task deliverables will be provided to the Project Engineer.
- If the requests for additional information issued by the regulatory agencies are a result of design changes, the RAI responses are considered outside of this scope.

We appreciate your review of this proposal. If this scope does not meet your project goals, please let me know and I will be happy to make the necessary revisions or provide you with additional information. I look forward to working with you on this project.

Sincerely,



Nancy Scott
President



November 11, 2024

Ms. Sarah Ecker, P.E.

Black & Veatch

1715 North Westshore Boulevard, Suite 725
Tampa, Florida 33607

Re: Proposal for Geotechnical Engineering Services
Polk County SWR WWTP Improvements
Mulberry, Polk County, Florida
Madrid Proposal No. 15730

Dear Ms. Ecker,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for the proposed development to be constructed in Dundee, Polk County, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the proposed improvements will consist of the construction of a new 90-foot-diameter, 2 million gallons clarifier and splitter box structure, deep bed sand filters structure, dewatering end electrical buildings, and a vacuum truck receiving pad.

Based on our review of the provided information, apparently, proposed boring locations are readily accessible to our equipment. We will advise you of the need for difficult access time for providing access to the proposed boring locations, should it prove necessary, prior to incurring any additional expense.

811 Sunshine One Call does not mark utilities on private property or the locations of non-member and privately-owned utilities; therefore, we have included a moderate fee to subcontract a private utility locator to mark near surface utilities at the boring locations.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

Scope of Services:

The geotechnical engineering scope of services will include the following items.

- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing geotechnical recommendations in written report format.

Field Exploration

Based on the provided information, we propose to perform the following services:

- Site reconnaissance and stake borings.
- GPR utility locates.
- Mobilization to the site.
- Three (3) 60-foot-deep and one (1) 80-foot-deep SPT borings within the proposed clarifier tank footprint.
- Two (2) 40-foot-deep Standard Penetration Test (SPT) borings within the proposed deep bed sand filters structure footprint.
- Two (2) 30-foot-deep Standard Penetration Test (SPT) borings within the proposed dewatering structure footprint.
- One (1) 20-foot-deep Standard Penetration Test (SPT) boring within the proposed electrical building footprint.
- One (1) 15-foot-deep Standard Penetration Test (SPT) boring within the proposed vacuum truck receiving pad footprint.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report. The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Foundation system recommendations for the proposed structures, as appropriate based on the borings results.
- Slabs-on-grade construction considerations based on the subsurface exploration findings.



- Recommended minimum pavement sections based on provided or assumed traffic loading, and soil types collected from the test borings.
- General trench stability and bedding recommendations.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable fill materials will be provided.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).
- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.

Fee & Schedule

<u>TASK 1: FIELD SERVICES</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>UNIT</u>	<u>COST</u>
SITE RECON/STAKE BORINGS (FIELD TECH)	1	\$ 460.00	/LS	\$ 460.00
GPR UTILITY LOCATE	1	\$ 2,500.00	/LS	\$ 2,500.00
DRILL RIG MOBILIZATION	1	\$ 650.00	/LS	\$ 650.00
SPT BORINGS (0-50')	375	\$ 16.00	/LF	\$ 6,000.00
SPT BORINGS (50'-100')	60	\$ 18.00	/LF	\$ 1,080.00
BOREHOLE GROUT/BACKFILL (0-50')	375	\$ 6.50	/LF	\$ 2,437.50
BOREHOLE GROUT/BACKFILL (50'-100')	60	\$ 8.50	/LF	\$ 510.00
			Proposed Budget for Field Services	\$ 13,127.50
<u>TASK 2: LABORATORY TESTING OF SOILS</u>				
VISUAL CLASSIFICATION/ BORING LOGS	8	\$ 110.00	/HR	\$ 880.00
ORGANIC CONTENT	5	\$ 48.00	/EA	\$ 240.00
MINUS 200 SIEVE PERCENT	35	\$ 50.00	/EA	\$ 1,750.00
MOISTURE CONTENT	35	\$ 18.00	/EA	\$ 630.00
			Proposed Budget for Laboratory Testing	\$ 3,500.00
<u>TASK 3: PROFESSIONAL SERVICES AND REPORT</u>				
LUMP SUM	1	\$ 4,300.00	/LS	\$ 4,300.00
			Proposed Budget for Professional Services	\$ 4,300.00
TOTAL PROPOSED BUDGET				\$ 20,927.50



Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 to 3 weeks after receiving the authorization to proceed and field services will take approximately 5 days to complete. The final report summarizing our findings will be complete approximately 2 to 3 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.

Please refer to Madrid project number 15730 on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a



custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Exhibit B – Fee Schedule

Polk County Utilities
Southwest Regional Wastewater Treatment Facility Filter, Dewatering, Clarifier, and Electrical
Improvements Fee Schedule (RFP-24-552)

This document presents Black & Veatch Corporation rates for the contract. Renewal term rates may be adjusted per Polk County guidelines.

Table 1: Black & Veatch Fee Schedule

BLACK & VEATCH LABOR CLASSIFICATION	RAW RATE	BILLING RATE
Project Officer/ Director	\$97 - \$112	\$295 - \$341
Technical Expert	\$79 - \$86	\$241 - \$261
Senior Technical Expert	\$85 - \$110	\$261 - \$336
Project Manager I	\$71 - \$87	\$216 - \$264
Project Manager II	\$79 - \$100	\$240 - \$305
Project Manager III	\$91 - \$106	\$278 - \$324
Engineering Manager	\$71 - \$84	\$216 - \$256
Senior Engineering Manager	\$76 - \$90	\$233 - \$275
Technical Specialist	\$70 - \$83	\$213 - \$253
Senior Technical Specialist	\$75 - \$94	\$230 - \$286
Staff Engineer I	\$35 - \$42	\$106 - \$128
Staff Engineer II	\$38 - \$49	\$117 - \$151
Project Engineer I	\$45 - \$54	\$137 - \$166
Project Engineer II	\$49 - \$64	\$151 - \$196
Project Engineer III	\$58 - \$70	\$178 - \$215
Senior Engineer I	\$64 - \$74	\$196 - \$226
Senior Engineer II	\$67 - \$87	\$206 - \$264
Senior Engineer III	\$79 - \$91	\$240 - \$279
Geologist	\$57 - \$72	\$175 - \$219
Senior Geologist	\$65 - \$77	\$199 - \$234
Environmental Scientist	\$43 - \$54	\$130 - \$166
Senior Environmental Scientist I	\$53 - \$63	\$161 - \$192
Senior Environmental Scientist II	\$57 - \$77	\$175 - \$234
Environmental/Wetlands Specialist I	\$43 - \$54	\$130 - \$166



BLACK & VEATCH LABOR CLASSIFICATION	RAW RATE	BILLING RATE
Environmental/Wetlands Specialist II	\$49 - \$61	\$151 - \$185
GIS Specialist I	\$39 - \$51	\$120 - \$155
GIS Specialist II	\$46 - \$62	\$141 - \$188
GIS Specialist III	\$56 - \$70	\$172 - \$215
CADD/Technician I	\$31 - \$37	\$96 - \$113
CADD/Technician II	\$34 - \$43	\$103 - \$132
CADD/Technician III	\$39 - \$53	\$120 - \$162
Resident Inspector I	\$43 - \$54	\$130 - \$166
Resident Inspector II	\$49 - \$67	\$151 - \$204
Operations Specialist	\$49 - \$63	\$151 - \$194
Senior Operations Specialist	\$65 - \$83	\$199 - \$252
Project Controls/Scheduling Specialist	\$49 - \$64	\$151 - \$196
Construction Manager	\$67 - \$87	\$206 - \$264
Senior Construction Manager	\$79 - \$94	\$240 - \$286
Technical Editor I	\$35 - \$41	\$106 - \$124
Technical Editor II	\$37 - \$53	\$113 - \$162
Clerical	\$22 - \$30	\$69 - \$90
Administrative I	\$26 - \$31	\$79 - \$94
Administrative II	\$28 - \$35	\$86 - \$106
Administrative III	\$31 - \$42	\$96 - \$128
Cost Estimator I	\$42 - \$54	\$127 - \$166
Cost Estimator II	\$49 - \$73	\$151 - \$222
Cost Estimator III	\$66 - \$94	\$202 - \$286
Finance/Accountant I	\$33 - \$38	\$99 - \$117
Finance/Accountant II	\$35 - \$43	\$106 - \$132
Finance/Accountant III	\$43 - \$59	\$130 - \$180
GIS/CAD (Global Workforce ¹)	\$13 - \$19	\$40 - \$58
Engineer (Global Workforce ¹)	\$19 - \$29	\$58 - \$87
Engineering Manager / Technical Specialist (Global Workforce ¹)	\$40 - \$53	\$122 - \$163

Notes: ¹ Black & Veatch Integrated Global Workforce professionals located in select offices outside of the US.

2) Rates include reimbursement for standard travel mileage, copies, postage / shipping. Other reimbursable direct expenses shall be invoiced separate from the billing rates.

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Director
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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|--|
| 1. Subcontractor Services | Actual Costs |
| 2. Special Consultants | Actual costs |
| 3. Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 4. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |