

**PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES FOR THE
NORTHEAST REGIONAL WASTEWATER TREATMENT FACILITY EXPANSION
FROM 6.0 MGD TO 9.0 MGD
#2022-077
AMENDMENT #3**

This AMENDMENT is made and entered into, effective as of the date of last executed (“Effective Date”), 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 Wright-Pierce, Inc. (the “Consultant”) a Maine corporation, headquartered at 11 Bowdon Mill Island, Topsham, Maine 04086 whose Federal Employer Identification Number is 01-0228316.

WITNESSETH:

WHEREAS, the County and the Consultant entered into that certain Professional Service Agreement 2022-077 dated October 4, 2022 (the “Agreement”) for professional engineering services related to the project management, preliminary and final design, permitting, and bidding phase services in connection with the Northeast Regional Wastewater Treatment Facility (NERWWTF) expansion from 6.0 million gallons daily (MGD) to 9.0 MGD, and the services are to be performed in phases (each a “Part”); and

WHEREAS, Exhibit A-iii of the Agreement set forth the preliminary engineering services which comprised of Part 1 of the Project Scope of Services, and were limited to project management and preliminary design services; and

WHEREAS, the cost for the Consultant to complete Part 1 services was a not-to-exceed amount of \$581,465.40 as set forth in Exhibit A-iii of the Agreement; and

WHEREAS, the County and the Consultant modified the Agreement with Amendment #1 to Agreement 2022-077 dated October 3, 2023, for Part 2 services related to project management, support, preliminary design, and permitting services as further defined in Attachment “A” of Amendment #1; and

WHEREAS, the estimated time for the Consultant to complete Part 2 services was 420 calendar days for a total not-to-exceed cost of \$1,793,901.00 as further set forth in Attachment “A” of Amendment #1; and

WHEREAS, the County and the Consultant modified the Agreement with Amendment #2 to Agreement 2022-077 dated September 17, 2024, for Part 3 services related to project management, support, final design, permitting, and bidding services as further defined in Attachment “A” of Amendment #2; and,

WHEREAS, the estimated time for the Consultant to complete Part 3 services was 1,009 calendar days for a total not-to-exceed cost of \$6,798,421.00 as further set forth in Attachment “A” of Amendment #2; and

WHEREAS, by this Amendment #3, the parties desire to modify the Agreement to identify and describe the professional engineering services required for Part 4 of the Project, including, without limitation, construction administration and resident project representative services; and

WHEREAS, pursuant to Section 16.0 of the Agreement, the County and the Consultant mutually agree to amend the Agreement as set forth below.

NOW, THEREFORE, the County and the Consultant hereby agree to amend the Agreement as follows:

1. The recitals stated above are true and correct and are fully incorporated herein.

2. The Agreement is hereby modified and amended to identify and describe the professional engineering services required by the County and to be provided by the Consultant for Part 4 of the Project which includes, without limitation, construction administration and resident project representative services, which are more fully set forth and described in Attachment "A" to this Amendment hereto titled "Northeast Regional Wastewater Treatment Facility Expansion from 6 MGD to 9 MGD Part 4 Services" (the "Part 4 Services").

3. It is anticipated that the Part 4 Services shall be completed on November 28, 2029, but in any event, shall be provided by the Consultant through final completion of the Project construction.

4. In consideration for its providing Part 4 services, the County shall pay the Consultant a not-to-exceed amount of \$9,658,092.00 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of Attachment "A" to this Amendment #3. Part 1, Part 2, Part 3, and Part 4 services will be a total not-to-exceed cost of \$18,831,879.40.

5. Exhibit "C", Reimbursable Cost Schedule, of the Agreement is hereby revised and replaced in its entirety with the revised Reimbursable Cost Schedule attached hereto and incorporated herein as Exhibit "C-2".

6. The revised Reimbursable Cost Schedule as shown on Exhibit "C-2", shall take effect and apply on and after the Effective Date of this Amendment.

7. The Agreement, as amended by this Amendment #3, continues in full force and effect.

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 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:

Michael Miller 2/5/2025
County Attorney's Office Date

Wright-Pierce, Inc.,
a Maine corporation

By: 
STEVEN C. HOLLOWELL
PRINT NAME

SR. VICE PRESIDENT
TITLE

Date: 2-4-2025

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Orange

The foregoing instruments was acknowledged before me this 2/4/2025 By Steven C. Hallawell, SR Vice President
(Date) (Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this February 4, 2025
(Date)

[Handwritten Signature]



(Official Notary Signature and Notary Seal) Commission Number HH107275

Danielle S. Lara Rivera

(Name of Notary typed, printed or stamped) Commission Expiration Date 04/04/2025

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
By _____
(Date) (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

(Type of Identification)

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) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
By _____
(Date) (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

(Type of Identification)

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) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

**ATTACHMENT “A”
PROFESSIONAL SERVICE AGREEMENT
NO. 2022-077
NORTHEAST REGIONAL WASTEWATER TREATMENT FACILITY
EXPANSION FROM 6 MGD to 9 MGD
PART 4 SERVICES
AMENDMENT #3**

Wright-Pierce, Inc., (Consultant) entered into a Professional Service Agreement (Agreement) with Polk County, Florida (County) for Part 1 services on October 4, 2022; Amendment No. 1 for Part 2 services was approved October 3, 2023; and Amendment No. 2 for Part 3 services was approved September 17, 2024. Pursuant to this Agreement, the County has requested the Consultant provide certain professional services for Amendment No. 3, Part 4 services in support of construction phase services for the Northeast Regional Wastewater Treatment Facility Expansion from 6.0 MGD to 9.0 MGD (Project) as further detailed in this Attachment A.

A. Project Background and Description

Polk County Utilities (PCU) owns, operates, and maintains potable water, wastewater, and reclaimed water utilities in the Northeast Regional Utility Service Area (NERUSA). Wastewater collected in the NERUSA is directed to the Northeast Regional Wastewater Treatment Facility (NERWWTF). The NERWWTF currently meets the County’s objective of providing public access quality reclaimed water for customers in the NERUSA, by treatment standards established by the United States Environmental Protection Agency and the Florida Department of Environmental Protection (FDEP).

The wastewater treatment components of the NERWWTF include screening, biological nutrient removal (BNR) trains, oxidation ditch aeration, clarification, filtration, disinfection, and reclaimed/reject water storage. The solids handling process train consists of solids separation, holding/stabilization, and dewatering. The reclaimed water system includes rapid infiltration basins (RIBs) on and offsite and public access reuse (PAR) distribution. Supporting processes include liquid and solids pumping, flow and analytical measurement, chemical addition, monitoring, and Supervisory Control and Data Acquisition (SCADA) control systems. The NERWWTF is designed for an annual average daily flow (AADF) of 6.0 million gallons per day (MGD) and operates under FDEP Permit Number FL0A00002.

Based on the 2015 NERUSA Master Plan Update and preliminary flow projections for 2022 (by others), a capacity of 9.0 MGD at the NERWWTF will meet projected wastewater demands beyond the 2040 planning horizon. In response to rapid growth within the NERUSA and based on recent wastewater flow projections associated with an update to the NERUSA Utility Master Plan, PCU desires to proceed with the design of a facility expansion from 6.0 MGD to 9.0 MGD.

In August 2022, the NERWWTF Secondary Clarifier Addition project was substantially completed, expanding the clarification process to 9.0 MGD and providing requisite reliability/redundancy.

In August 2023, the Consultant completed the NERWWTF 6.0 MGD to 9.0 MGD Expansion Conceptual Design Report (NERWWTF Expansion CDR).

Two other projects are currently underway at this facility. In July of 2023, the Consultant completed the NERWWTF Electrical System and Communications Network Improvements Preliminary Design Report (NERWWTF Electrical and Communications PDR) to replace the existing plant-wide medium voltage electrical system with an incoming medium voltage system that is stepped down to low voltage throughout the facility to make operations and maintenance safer as well as modifying the entire communications network away from Siemen's Profibus to a Modicon TCP/IT based network. The Electrical System and Communications Network Upgrades Project includes the relocation of the Chemical Storage, Feed and Rapid Mixing systems, as presented in the NERWWTF Expansion CDR, to allow for the use of the existing Chemical Storage Building as an expanded MCC Building. Also, the Dewatering System upgrade is currently in design (by others) and will be constructed by a common Construction Manager at Risk (CMAR). The Consultant will work cooperatively with the County's other consultants and CMAR during the design development of these projects.

This Project will serve to expand the NERWWTF to a design capacity of 9.0 MGD as designed under Amendment No. 2, Part 3 services. Services provided under this Amendment will include construction administration services performed in phases as developed through the design of the Project.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. 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. This authorization shall be in full force and effect until the Consultant completes all services as described in this Amendment and any subsequent modifications to the Agreement.

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 – Kick-off Meeting and Review Meetings

Not included in this scope of services.

Phase 200 – Support Services

Not included in this scope of services.

Phase 300 – Preliminary Design

Not included in this scope of services.

Phase 400 – Final Design Documents

Not included in this scope of services.

Phase 500 – Permitting Services

Not included in this scope of services.

Phase 600 – Bid Phase Services

Not included in this scope of services.

Phase 700 – Construction Administration Services

These services will be performed during construction of the Project. It is assumed that the County will enter into an agreement for construction of the Project with one CMAR for all five phases (**Phases A, B, C, D, E**). The expansion of the NERWWTF has been divided into five

phases based on current treatment capacity, unit process conditions, and construction sequencing considerations.

For the purpose of this Amendment, it is assumed that the total construction duration will not exceed 1,769 calendar days (~58 months), with 55 months of active construction (1,685 calendar days) that require site visits.

Task 701 – Pre-Construction Meeting

The Consultant shall attend four (4) pre-construction meetings and prepare four (4) meeting agendas and meeting summaries (unless meeting agenda / minutes are included in Contractor's scope). Note that Phases A and E will be constructed at the same time.

Phase A (Deep Bed Filters, Chlorine Contact Chambers, Dewatering, Chemical Feed Building) & Phase E (Phase A Electrical, Instrumentation & Controls, and Other Plant-wide Improvements)

Phases A & E are scheduled to start construction on January 21, 2025. The Consultant will attend a pre-construction meeting and prepare a meeting agenda and meeting summary.

Phases B (Headworks, Return Pump Station, Electrical Building No. 3)

Phase B is scheduled to start construction on or approximately July 3, 2025. The Consultant will attend a pre-construction meeting and prepare a meeting agenda and meeting summary.

Phase C (Biological Nutrient Removal, Equalization Tank, Splitter Box Blower/MCC Building)

Phase C is scheduled to start construction on or approximately January 2, 2026. The Consultant will attend a pre-construction meeting and prepare a meeting agenda and meeting summary.

Phase D (Ground Storage Reservoir, High Service Pump Station, Augmentation Wells)

Phase D is scheduled to start construction on or approximately October 2, 2026. The Consultant will attend a pre-construction meeting and prepare a meeting agenda and meeting summary.

Task 702 – Preliminary Matters and Contract Documents

The Consultant shall provide three (3) sets of 24" x 36" conformed construction drawings to scale and three (3) sets of technical specifications for distribution to the County and the contractor for each phase of the work (**Phases A, B, C, D, E**), for a total of fifteen (15) sets of 24" x 36" conformed construction drawings and technical specifications. Additionally, the Consultant shall also submit one (1) electronically signed and sealed set of all conformed drawings for **Phases A, B, C, and D**; one (1) electronically signed and sealed set of all conformed drawings for **Phase E** and one set of technical specifications for all five phases. The conformed construction drawings and technical specifications shall incorporate all changes and clarifications to the documents completed after the 100% Issued for Construction documents are submitted.

Phase A

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for **Phase A**. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the Contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Phase B

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for **Phase B**. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the Contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Phase C

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for **Phase C**. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Phase D

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for **Phase D**. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the Contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Phase E

The Consultant shall review and approve the preliminary schedule of shop drawings and submittals, the preliminary schedule of values, and the construction schedule for **Phase E**. The Consultant shall provide written interpretations and clarifications of the Contract Documents as requested by the Contractor and determine the acceptability of work. The Consultant will render in writing their opinions concerning the Contractor's requests for formal decisions on claims and disputes. The Consultant will disapprove or reject work which is defective and / or require special inspection or testing as may be deemed necessary to assess conformance with the Contract Documents.

Task 703 – Shop Drawing Review

Phase A

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. There are approximately 110 shop drawings anticipated under **Phase A**.

Phase B

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. There are approximately 100 shop drawings anticipated under **Phase B**.

Phase C

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. There are approximately 70 (shop drawings anticipated under **Phase C**).

Phase D

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. There are approximately 60 shop drawings anticipated under **Phase D**.

Phase E

Review Contractor's shop drawings and other submittals for general conformance with the Contract Documents. There are approximately 70 shop drawings anticipated under **Phase E**.

Task 704 – Construction Progress Meetings

Attend 58 construction progress meetings and prepare a meeting agenda and meeting summary to occur during the assumed construction duration. One construction meeting per month will be held for all phases of the project.

Task 705 – Construction Site Visits and Document Clarifications

The Consultant's Engineer of Record, or designated representative, will visit the site up to three days per week for 55 months (through Substantial Completion) to review the construction of the Project (**all five phases**) for general conformance with Contract Documents, provide document clarifications, and supplement the observation staff as needed.

Task 706 – Applications for Payment

The Consultant will review monthly applications for payment (combined for Phases A, B, C, D, and E) submitted by the Contractor, including updated progress schedules, and will indicate in writing to the County a recommendation of payment or return the application to the contractor specifying in writing the reasons for not recommending payment. It is assumed for this Amendment that all phases of the Work will be submitted in one comprehensive application for payment and that the contractor will provide a draft file an MS Excel Spreadsheet with formulas intact for review by the Engineer prior to submitting the final document for approval. The Consultant's recommendation of payment will constitute a representation by the Consultant to the County that

- The work has progressed to the point indicated;
- The quality of the work is generally in accordance with the Contract Documents; and
- The conditions precedent to the Contractor's being entitled to such payment appear to have been fulfilled based on the Consultant's site observations.

In the event that the work has not progressed in accordance with the approved construction schedule, the Consultant will request that the Contractor submit a schedule recovery plan indicating corrective actions necessary to put the work back on schedule. The Consultant shall submit the Contractor's application for payment to the County within five working days of receipt of the same.

Task 707 – Requests for Information

Review Requests for Information (RFI) submitted by the Contractor, estimated at 50 RFIs per phase or 250 RFIs total, and provide written responses to the contractor. The Consultant shall maintain a Requests for Information log for each phase (**Phases A, B, C, D, E**).

Task 708 – Cost Changes and Contingency Releases

The Consultant will review requests from the Contractor for changes in contract price or contract time and provide written comments to the contractor and the County. If acceptable, the Consultant will prepare a written change order to be signed by the Consultant and the contractor and submitted to the County for approval. This task includes quarterly review and tracking of Allowance Authorization Releases, Contingency Releases and other "open book" cost items.

MarshWagner will assist with this task in accordance with the scope of services set forth in a December 2, 2024, proposal (refer to Attachment A-3).

Task 709 – Substantial Completion

Upon written notification and receipt of a list of items to be completed / corrected from the contractor per phase, the Consultant will visit the site to determine if the work or a designated portion thereof is substantially complete. Substantial Completion will be certified only for the completion of an entire process (e.g., Deep Bed Filters, Headworks, BNR Carrousel ®).

For the purpose of this task, the Consultant assumes up to 15 substantial completion site visits will be required (**estimated 3 for each phase – Phases A, B, C, D, E**). When the work (or a portion thereof) is deemed to be substantially complete, the Consultant will prepare a Certificate of Substantial Completion that establishes the date of Substantial Completion. The Certificate of Substantial Completion shall be accompanied by a list of items to be completed / corrected.

The Consultant shall prepare and submit a Certificate of Substantial Completion and list of items to be completed / corrected for each Substantial Completion issued.

Task 710 – Project Close-Out

Upon written notification from the Contractor that the entire work is complete within a phase (**Phases A, B, C, D, E**), the Consultant will visit the site to determine if the work is complete as required by the Contract Documents. For the purpose of this task, the Consultant assumes that five final completion site visits will be required, one site visit per phase (**Phases A, B, C, D, E**).

When each phase of the work is deemed to be complete by the Consultant and the County, the Consultant will review the contractor's final application for payment and accompanying documentation and provide a written recommendation of payment to the County. The Consultant will also give written notice to the County and the contractor that the work is acceptable subject to the provisions of Article 2.5, "Final Completion", of the "Construction Manager at Risk Agreement Between Polk County and Construction Manager" – Agreement No. 2023-074 dated December 5, 2023. The Consultant shall prepare and submit a written recommendation of payment and written notice that the work is acceptable subject to the provisions of Article 16 of the County's General Conditions for each phase (**Phases A, B, C, D, E**).

The Consultant will review the contractor's as-built drawings for completeness and compliance with County requirements. This effort shall include the preparation of written comments for submission to the contractor based on the Consultant's review of the as-built drawings. The Consultant will prepare record drawings for each phase **(Phases A, B, C, D, E)** based on the contractor's as-built data in accordance with the Utilities Standards and Specifications Manual.

The Consultant shall prepare and submit five (5) 24" x 36" sets of draft record drawings for review by the County (one set of record drawings per phase) and for use for FDEP partial completion. Upon completion of all phases, the Consultant will incorporate all comments from the draft reviews, then submit signed and sealed electronic sets (Portable Document Format and AutoCAD) and one (1) signed and sealed 24" x 36" hard copy set of the complete record drawings (including all phases) to the County within 30 days of the receipt of the Contractor's final as-built drawings.

The Consultant shall prepare and submit a "Notification of Completion of Construction for Wastewater Facilities or Activities" (Form 62-620.910(12)) to the FDEP for each phase **(Phases A, B, C, D, E)**.

The Consultant shall prepare and submit a "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals" (Form 62-620.910(13)) to the FDEP for each phase **(Phases A, B, C, D, E)**.

Task 711 – Revise Existing WWTF Operations and Maintenance Manual and Operating Protocol

In support of the FDEP Wastewater Facility Construction/Operation Permit, the Consultant will revise the County's existing Operations and Maintenance Manual and operating protocol for the NERWWTF for each phase **(Phases A, B, C, D, E)**.

The Consultant shall prepare and submit five (5) draft Operations and Maintenance Manuals for review by the County. Upon completion of all phases, the Consultant will incorporate all comments from the draft reviews, then submit one final Operations and Maintenance Manual, including all phases.

Phase 800 – Resident Project Representative Services

Task 801 – Resident Project Representative Services

The Consultant shall furnish a Resident Project Representative (RPR) on-site for each day that the Contractor is working at the site. For this Amendment, it is assumed that the RPR will be on-site for 50 hours per week for 55 months of active construction (to Substantial Completion) and 40 hours per week for three months from Substantial Completion through Final Completion. It is assumed that PCU observation staff will supplement these services, providing staff approximately 2.5 days per week.

The RPR, through additional observations of the Contractor's progress and field checks of materials and equipment, shall endeavor to provide further protection for the County against defects and deficiencies in the work. The RPR will act as the Consultant's agent at the site and will act as directed by and under the supervision of the Consultant. The duties and responsibilities of the RPR are described as follows:

- Conduct on-site observations of the Contractor's work in progress, generally on a full-time daily basis, to assist the County in determining if the work in general is proceeding in accordance with the Contract Documents.
- Prepare site visit reports recording the Contractor's hours on the site; weather conditions, site visitors, daily activities, equipment, and personnel on the site; and field decisions, general observations, changed conditions, and delays.
- Attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project-related meetings.
- Report to the County when clarifications and interpretations of the Contract Documents are needed.
- Advise the County of the commencement of any portion of work requiring shop drawings or sample submittal for which the RPR believes that neither the submittal nor the drawings have been approved by the Consultant.
- Consider and evaluate Contractor's suggestions for modifications to the Contract Documents and report the recommendations to the County.

- Report to the County whenever it appears that the Contractor’s work in progress will not produce a completed Project that conforms generally to the Contract Documents or compromises the integrity of the design concept.
- Report to the County whenever it appears that the Contractor’s work progress is behind schedule or will not be completed in accordance with the schedule set forth in Contract Documents.
- Report immediately to the County the occurrence of any site accidents, hazardous conditions, emergencies, or property damaged by the work.
- Review applications for payment with the Contractor to verify the quantities, both installed and stored on-site.
- Participate in the review of the Project for Substantial Completion and Final Completion and assist the County in observing whether all items are completed or corrected to the satisfaction of the County.

C. Deliverables

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables as described in the tasks above:

Task	Activity	Deliverable
701	Pre-Construction Meeting	Four (4) meeting agendas and minutes
702	Contract Documents	Three (3) sets per phase (15 sets total) of 24” x 36” conformed construction drawings and technical specifications; written interpretations, clarifications, opinions
704	Progress Meetings	Fifty-five (58) meeting agendas and minutes
706	Pay Applications	Written comments on fifty (58) payment applications, as applicable
707	Requests for Information	Written responses to contractors’ Requests for Information

Task	Activity	Deliverable
708	Change Orders	Written comments on Change Orders, Allowance Authorization Releases, and Contingency Releases
709	Substantial Completion	Up to 15 Certificates of Substantial Completion (with associated punch lists)
710	Project Close-Out	Up to five (5) Certificates of Final Completion; one (1) signed / sealed set (24" x 36") record drawings and two (2) electronic sets (Portable Document Format (PDF) and AutoCAD); construction completion certifications (as required)
711	O&M Manual	Up to five (5) separate draft submissions of the O&M Manual; one (1) final combined O&M Manual in PDF and hardcopy.

D. Schedule

The Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Amendment from the County. The projected schedule for the performance of services described herein is based on the CMAR’s provided schedule as included in **Attachment A-1**. These services are estimated based on an estimated Construction Start date of 1/24/2025, an estimated Substantial Completion date of 9/5/2029 and an estimated Final Completion date of 11/28/2029. 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. Contract extensions may require adjustments in the fee.

E. Compensation

This Amendment establishes a not-to-exceed cost of **\$9,658,092.00**. Compensation for the services performed under this Amendment shall be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in Exhibit “B” of the Agreement. Other direct costs or expenses incurred in connection with this Amendment will not be invoiced as these expenses

have been accounted for in the rate multiplier associated with the Agreement referenced above; reimbursement related to non-customary travel as estimated in Attachment A-2 may be allowed (refer to Exhibit "C-2" of this Amendment). The Consultant must submit proposed travel expenses to the County Project Manager in accordance with Section 3.2.3 of the Agreement. Travel expenses that are incurred without prior approval may be subject to non-reimbursement.

A summary of the estimated labor costs and reimbursable expenses 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 Amendment includes contingency funds in the amount of **\$480,000.00** for construction administration and RPR services. The contingency funds authorized for use on this Amendment 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, 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 (PO) 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 County will provide the following information to the Consultant and / or perform the following services related to the Project:

1. Make available County stakeholders at meetings. It is assumed that all parties with an interest in the outcome of this Project will attend and participate in construction meetings and the Consultant can rely on the outcomes of the meetings to progress construction forward.
2. Allow Consultant and its RPR access to the site as needed.
3. Provide a qualified construction observer 2.5 days per week on average to assist Consultant's RPR. The County observer shall be reasonably available to witness construction and installations when more than one observer is needed and to occasionally supplement the RPR when needed.

G. Services Not Included

The following services are not included in the Scope of Services for the Project:

1. The RPR will assist with observation of the Dewatering Facility for general conformance with the drawings and specifications. Engineering services for the Dewatering Facility including providing clarification of the documents, answering requests for information, review/approval of shop drawings and operation and maintenance manuals, assistance with review of cost changes, certifying substantial and final completion, review of applications shall be completed by others. The Engineer for the Dewatering Facility shall be available for the pre-construction and construction progress meetings or otherwise address the contractor's questions and comments related to the design of the Dewatering Facility.

H. Assumptions

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

1. It is anticipated that the County will implement this project using the CMAR contracting method to construct this project and the Dewatering Facility project (by others).
2. The contract will be implemented in five phases – all constructed by one CMAR.
3. Factory Acceptance Tests (FAT) will be performed for instrumentation panels only. Travel and accommodations will be paid by the Supplier or CMAR.
4. Up to two resubmittals are assumed per each shop drawings/O&M submittal.
5. Substantial completion will only be issued by treatment process or by Phase. Substantial completion will not be provided for individual pieces of equipment.

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Attachment A-1
60% Electrical Estimate

Attachment A-2
Construction Administration Fee Schedule

ATTACHMENT A-2

Northeast Regional Wastewater Treatment Facility 6.0 MGD to 9.0 MGD Expansion	Principal	QA/QC Officer	Client Service Manager	Senior Project Manager	Lead Project Engineer	Senior Engineer (CIV)	Senior Engineer (ELE)	Senior Designer (ELE)	Senior Engineer (INST)	Senior Engineer (STR)	Senior Architect	Sr. RPR	Senior Engineer (MECH)	Project Engineer III	Project Engineer II	Project Engineer I	Senior Designer (P/S/C)	Senior Designer - (ELE/INST)	Sr. Admin.	Subtotal	Subtotal	MarshWagner	Reimbursables Non-Customary Travel	Total Costs	
Construction Administration and RPR Phase Services	\$300	\$290	\$290	\$280	\$270	\$270	\$270	\$180	\$270	\$290	\$198	\$170	\$250	\$175	\$165	\$145	\$150	\$150	\$120						
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Labor Hours	Labor Cost			
PHASE 100 - PROJECT MANAGEMENT																									
Task 101 - Project Management	58	116	15	928	464	0	0	0	0	0	0	0	0	0	928	0	0	0	58	2,567	\$600,590			\$600,590	
PHASE 100 - TOTAL	58	116	15	928	464	0	0	0	0	0	0	0	0	0	928	0	0	0	58	2,567	\$600,590		\$0	\$600,590	
PHASE 700 - CONSTRUCTION ADMINISTRATION SERVICES																									
Task 701 - Pre-Construction Meeting	0	0	0	32	32	0	2	2	2	0	0	0	0	2	64	0	0	0	0	136	\$29,950		\$8,000.00	\$37,950.00	
Phases A & E	0	0	0	8	8	0	2	2	2	0	0	0	0	2	16	0	0	0	0	40	\$8,830		\$2,000.00	\$10,830.00	
Phase B	0	0	0	8	8	0	0	0	0	0	0	0	0	0	16	0	0	0	0	32	\$7,040		\$2,000.00	\$9,040.00	
Phase C	0	0	0	8	8	0	0	0	0	0	0	0	0	0	16	0	0	0	0	32	\$7,040		\$2,000.00	\$9,040.00	
Phase D	0	0	0	8	8	0	0	0	0	0	0	0	0	0	16	0	0	0	0	32	\$7,040		\$2,000.00	\$9,040.00	
Task 702 - Preliminary Matters and Contract Documents	0	10	0	25	50	20	20	10	20	20	20	0	20	25	125	0	50	50	20	485	\$98,560		\$0.00	\$98,560.00	
Phase A	0	2	0	5	10	4	4	2	4	4	4	0	4	5	25	0	10	10	4	97	\$19,712		\$0.00	\$19,712.00	
Prepare and Submit Conformed Drawings & Specifications	0	0	0	1	2	2	2	0	2	2	2	0	2	1	5	0	10	10	4	45	\$8,396			\$8,396	
Review Preliminary Schedule of Shop Drawings and Submittals	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Preliminary Schedule of Values	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Construction Schedule	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Coordination with Contractor on Conformance with Contract Documents	0	2	0	1	2	2	2	2	2	2	2	0	2	1	5	0	0	0	0	25	\$5,856			\$5,856	
Phase B	0	2	0	5	10	4	4	2	4	4	4	0	4	5	25	0	10	10	4	97	\$19,712		\$0.00	\$19,712.00	
Prepare and Submit Conformed Drawings & Specifications	0	0	0	1	2	2	2	0	2	2	2	0	2	1	5	0	10	10	4	45	\$8,396			\$8,396	
Review Preliminary Schedule of Shop Drawings and Submittals	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Preliminary Schedule of Values	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Construction Schedule	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Coordination with Contractor on Conformance with Contract Documents	0	2	0	1	2	2	2	2	2	2	2	0	2	1	5	0	0	0	0	25	\$5,856			\$5,856	
Phase C	0	2	0	5	10	4	4	2	4	4	4	0	4	5	25	0	10	10	4	97	\$19,712		\$0.00	\$19,712.00	
Prepare and Submit Conformed Drawings & Specifications	0	0	0	1	2	2	2	0	2	2	2	0	2	1	5	0	10	10	4	45	\$8,396			\$8,396	
Review Preliminary Schedule of Shop Drawings and Submittals	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Preliminary Schedule of Values	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Construction Schedule	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Coordination with Contractor on Conformance with Contract Documents	0	2	0	1	2	2	2	2	2	2	2	0	2	1	5	0	0	0	0	25	\$5,856			\$5,856	
Phase D	0	2	0	5	10	4	4	2	4	4	4	0	4	5	25	0	10	10	4	97	\$19,712		\$0.00	\$19,712.00	
Prepare and Submit Conformed Drawings & Specifications	0	0	0	1	2	2	2	0	2	2	2	0	2	1	5	0	10	10	4	45	\$8,396			\$8,396	
Review Preliminary Schedule of Shop Drawings and Submittals	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Preliminary Schedule of Values	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Construction Schedule	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Coordination with Contractor on Conformance with Contract Documents	0	2	0	1	2	2	2	2	2	2	2	0	2	1	5	0	0	0	0	25	\$5,856			\$5,856	
Phase E	0	2	0	5	10	4	4	2	4	4	4	0	4	5	25	0	10	10	4	97	\$19,712		\$0.00	\$19,712.00	
Prepare and Submit Conformed Drawings & Specifications	0	0	0	1	2	2	2	0	2	2	2	0	2	1	5	0	10	10	4	45	\$8,396			\$8,396	
Review Preliminary Schedule of Shop Drawings and Submittals	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Preliminary Schedule of Values	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Review Construction Schedule	0	0	0	1	2	0	0	0	0	0	0	0	0	1	5	0	0	0	0	9	\$1,820			\$1,820	
Coordination with Contractor on Conformance with Contract Documents	0	2	0	1	2	2	2	2	2	2	2	0	2	1	5	0	0	0	0	25	\$5,856			\$5,856	
Task 703 - Shop Drawing Review	0	0	0	0	976	0	780	0	780	780	0	0	0	1440	3900	0	0	0	770	9,426	\$1,898,820		\$0.00	\$1,898,820.00	
Phase A	0	0	0	0	248	0	198	0	198	198	0	0	0	330	990	0	0	0	250	2,412	\$482,400			\$482,400.00	
Phase B	0	0	0	0	225	0	180	0	180	180	0	0	0	300	900	0	0	0	225	2,190	\$438,150			\$438,150.00	
Phase C	0	0	0	0	158	0	126	0	126	126	0	0	0	210	630	0	0	0	160	1,536	\$307,140			\$307,140.00	
Phase D	0	0	0	0	135	0	108	0	108	108	0	0	0	180	540	0	0	0	135	1,314	\$262,890			\$262,890.00	
Phase E	0	0	0	0	210	0	168	0	168	168	0	0	0	420	840	0	0	0	0	1,974	\$408,240			\$408,240.00	

ATTACHMENT A-2

Northeast Regional Wastewater Treatment Facility 6.0 MGD to 9.0 MGD Expansion	Principal	QA/QC Officer	Client Service Manager	Senior Project Manager	Lead Project Engineer	Senior Engineer (CIV)	Senior Engineer (ELE)	Senior Designer (ELE)	Senior Engineer (INST)	Senior Engineer (STR)	Senior Architect	Sr. RPR	Senior Engineer (MECH)	Project Engineer III	Project Engineer II	Project Engineer I	Senior Designer (P/S/C)	Senior Designer - (ELE/INST)	Sr. Admin.	Subtotal	Subtotal	MarshWagner	Reimbursables Non-Customary Travel	Total Costs
Construction Administration and RPR Phase Services	\$300	\$290	\$290	\$280	\$270	\$270	\$270	\$180	\$270	\$290	\$198	\$170	\$250	\$175	\$165	\$145	\$150	\$150	\$120	Subtotal	Subtotal	MarshWagner	Reimbursables Non-Customary Travel	Total Costs
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Labor Hours	Labor Cost			
Task 704 - Construction Progress Meetings	0	0	0	275	330	0	0	0	0	0	0	0	0	0	464	0	0	0	55	1,124	\$249,260		\$30,000.00	\$279,260.00
Task 705 - Construction Site Visits and Document Clarifications	0	0	0	275	550	100	100	100	100	100	0	0	100	1780	7100	1780	0	0	950	13,035	\$2,233,600		\$39,740.00	\$2,273,340.00
Task 706 - Applications for Payment	0	0	0	58	116	0	0	0	0	0	0	0	0	0	464	0	0	0	58	696	\$131,080			\$131,080.00
Task 707 - Requests for Information	20	0	0	125	225	50	60	60	60	130	60	0	50	125	500	125	0	0	60	1,650	\$350,230		\$0.00	\$350,230.00
Phase A	4	0	0	25	50	10	10	10	10	20	10	0	10	25	100	25	0	0	12	321	\$67,820			\$67,820.00
Phase B	4	0	0	25	50	10	10	10	10	40	10	0	10	25	100	25	0	0	12	341	\$73,620			\$73,620.00
Phase C	4	0	0	25	50	10	10	10	10	40	10	0	10	25	100	25	0	0	12	341	\$73,620			\$73,620.00
Phase D	4	0	0	25	50	10	10	10	10	10	10	0	10	25	100	25	0	0	12	311	\$64,920			\$64,920.00
Phase E	4	0	0	25	25	10	20	20	20	20	20	0	10	25	100	25	0	0	12	336	\$70,250			\$70,250.00
Task 708 - Cost Changes and Contingency Releases	0	0	0	100	200	0	0	0	0	0	0	0	0	100	400	100	0	0	20	920	\$182,400	\$175,000	\$0.00	\$357,400.00
Phase A	0	0	0	20	40	0	0	0	0	0	0	0	0	20	80	20	0	0	4	184	\$36,480	\$49,060		\$85,540.00
Phase B	0	0	0	20	40	0	0	0	0	0	0	0	0	20	80	20	0	0	4	184	\$36,480	\$29,060		\$65,540.00
Phase C	0	0	0	20	40	0	0	0	0	0	0	0	0	20	80	20	0	0	4	184	\$36,480	\$39,540		\$76,020.00
Phase D	0	0	0	20	40	0	0	0	0	0	0	0	0	20	80	20	0	0	4	184	\$36,480	\$29,380		\$65,860.00
Phase E	0	0	0	20	40	0	0	0	0	0	0	0	0	20	80	20	0	0	4	184	\$36,480	\$27,960		\$64,440.00
Task 709 - Substantial Completion	0	0	0	40	240	0	40	220	220	70	50	0	80	0	340	0	0	0	80	1,380	\$301,700		\$37,500.00	\$339,200.00
Phase A	0	0	0	8	48	0	8	44	44	14	10	0	16	0	68	0	0	0	16	276	\$60,340		\$7,500.00	\$67,840.00
Conduct Three Substantial Completion Site Visits	0	0	0	0	36	0	8	36	36	6	6	0	12	0	44	0	0	0	12	196	\$42,708		\$7,500.00	\$50,208
Prepare and Submit a Certificate of Substantial Completion and Outstanding Items List	0	0	0	8	12	0	0	8	8	8	4	0	4	0	24	0	0	0	4	80	\$17,632			\$17,632
Phase B	0	0	0	8	48	0	8	44	44	14	10	0	16	0	68	0	0	0	16	276	\$60,340		\$7,500.00	\$67,840.00
Conduct Three Substantial Completion Site Visits	0	0	0	0	36	0	8	36	36	6	6	0	12	0	44	0	0	0	12	196	\$42,708		\$7,500.00	\$50,208
Prepare and Submit a Certificate of Substantial Completion and Outstanding Items List	0	0	0	8	12	0	0	8	8	8	4	0	4	0	24	0	0	0	4	80	\$17,632			\$17,632
Phase C	0	0	0	8	48	0	8	44	44	14	10	0	16	0	68	0	0	0	16	276	\$60,340		\$7,500.00	\$67,840.00
Conduct Three Substantial Completion Site Visits	0	0	0	0	36	0	8	36	36	6	6	0	12	0	44	0	0	0	12	196	\$42,708		\$7,500.00	\$50,208
Prepare and Submit a Certificate of Substantial Completion and Outstanding Items List	0	0	0	8	12	0	0	8	8	8	4	0	4	0	24	0	0	0	4	80	\$17,632			\$17,632
Phase D	0	0	0	8	48	0	8	44	44	14	10	0	16	0	68	0	0	0	16	276	\$60,340		\$7,500.00	\$67,840.00
Conduct Three Substantial Completion Site Visits	0	0	0	0	36	0	8	36	36	6	6	0	12	0	44	0	0	0	12	196	\$42,708		\$7,500.00	\$50,208
Prepare and Submit a Certificate of Substantial Completion and Outstanding Items List	0	0	0	8	12	0	0	8	8	8	4	0	4	0	24	0	0	0	4	80	\$17,632			\$17,632
Phase E	0	0	0	8	48	0	8	44	44	14	10	0	16	0	68	0	0	0	16	276	\$60,340		\$7,500.00	\$67,840.00
Conduct Three Substantial Completion Site Visits	0	0	0	0	36	0	8	36	36	6	6	0	12	0	44	0	0	0	12	196	\$42,708		\$7,500.00	\$50,208
Prepare and Submit a Certificate of Substantial Completion and Outstanding Items List	0	0	0	8	12	0	0	8	8	8	4	0	4	0	24	0	0	0	4	80	\$17,632			\$17,632
Task 710 - Project Close-Out	40	200	0	220	270	60	50	120	70	60	60	0	60	80	420	0	370	130	160	2,370	\$496,480		\$15,000.00	\$511,480.00
Phase A	8	40	0	44	54	12	10	24	14	12	12	0	12	16	84	0	80	20	32	474	\$99,296		\$3,000.00	\$102,296.00
Conduct a Final Completion Site Visit	0	0	0	8	12	0	2	12	2	0	0	0	0	8	12	0	0	0	4	60	\$12,580		\$3,000.00	\$15,580
Prepare and Submit a Written Recommendation of Payment to the County	0	0	0	8	8	0	0	0	0	0	0	0	0	0	8	0	0	0	2	26	\$5,960			\$5,960
Prepare and Submit a Written Notice of Acceptable Work to County and Contractor	0	0	0	8	8	0	0	0	0	0	0	0	0	0	8	0	0	0	2	26	\$5,960			\$5,960
Review Contractor's As-Builts and Prepare Written Comments	4	20	0	8	10	8	4	8	8	8	8	0	8	4	20	0	0	0	8	126	\$29,644			\$29,644
Prepare and Submit Record Drawings	4	20	0	4	8	4	4	4	4	4	4	0	4	4	20	0	80	20	8	196	\$37,152			\$37,152
Prepare and Submit "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" & "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals"	0	0	0	8	8	0	0	0	0	0	0	0	0	0	16	0	0	0	8	40	\$8,000			\$8,000

ATTACHMENT A-2

Principal	QA/QC Officer	Client Service Manager	Senior Project Manager	Lead Project Engineer	Senior Engineer (CIV)	Senior Engineer (ELE)	Senior Designer (ELE)	Senior Engineer (INST)	Senior Engineer (STR)	Senior Architect	Sr. RPR	Senior Engineer (MECH)	Project Engineer III	Project Engineer II	Project Engineer I	Senior Designer (P/S/C)	Senior Designer - (ELE/INST)	Sr. Admin.	Subtotal	Subtotal	MarshWagner	Reimbursables Non-Customary Travel	Total Costs																						
Northeast Regional Wastewater Treatment Facility 6.0 MGD to 9.0 MGD Expansion																																													
Construction Administration and RPR Phase Services																						\$300	\$290	\$290	\$280	\$270	\$270	\$180	\$270	\$290	\$198	\$170	\$250	\$175	\$165	\$145	\$150	\$150	\$120	Subtotal	Subtotal	MarshWagner	Reimbursables Non-Customary Travel	Total Costs	
																						Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Labor Hours	Labor Cost				
Phase B																						8	40	0	44	54	12	10	24	14	12	12	0	12	16	84	0	80	20	32	474	\$99,296		\$3,000.00	\$102,296.00
Conduct a Final Completion Site Visit																						0	0	0	8	12	0	2	12	2	0	0	0	0	8	12	0	0	0	4	60	\$12,580		\$3,000.00	\$15,580
Prepare and Submit a Written Recommendation of Payment to the County																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Prepare and Submit a Written Notice of Acceptable Work to County and Contractor																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Review Contractor's As-Builts and Prepare Written Comments																						4	20	0	8	10	8	4	8	8	8	8	0	8	4	20	0	0	0	8	126	\$29,644			\$29,644
Prepare and Submit Record Drawings																						4	20	0	4	8	4	4	4	4	4	4	0	4	4	20	0	80	20	8	196	\$37,152			\$37,152
Prepare and Submit "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" & "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals"																						0	0	0	8	8	0	0	0	0	0	0	0	0	16	0	0	0	8	40	\$8,000			\$8,000	
Phase C																						8	40	0	44	54	12	10	24	14	12	12	0	12	16	84	0	80	20	32	474	\$99,296		\$3,000.00	\$102,296.00
Conduct a Final Completion Site Visit																						0	0	0	8	12	0	2	12	2	0	0	0	0	8	12	0	0	0	4	60	\$12,580		\$3,000.00	\$15,580
Prepare and Submit a Written Recommendation of Payment to the County																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Prepare and Submit a Written Notice of Acceptable Work to County and Contractor																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Review Contractor's As-Builts and Prepare Written Comments																						4	20	0	8	10	8	4	8	8	8	8	0	8	4	20	0	0	0	8	126	\$29,644			\$29,644
Prepare and Submit Record Drawings																						4	20	0	4	8	4	4	4	4	4	4	0	4	4	20	0	80	20	8	196	\$37,152			\$37,152
Prepare and Submit "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" & "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals"																						0	0	0	8	8	0	0	0	0	0	0	0	0	16	0	0	0	8	40	\$8,000			\$8,000	
Phase D																						8	40	0	44	54	12	10	24	14	12	12	0	12	16	84	0	80	20	32	474	\$99,296		\$3,000.00	\$102,296.00
Conduct a Final Completion Site Visit																						0	0	0	8	12	0	2	12	2	0	0	0	0	8	12	0	0	0	4	60	\$12,580		\$3,000.00	\$15,580
Prepare and Submit a Written Recommendation of Payment to the County																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Prepare and Submit a Written Notice of Acceptable Work to County and Contractor																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Review Contractor's As-Builts and Prepare Written Comments																						4	20	0	8	10	8	4	8	8	8	8	0	8	4	20	0	0	0	8	126	\$29,644			\$29,644
Prepare and Submit Record Drawings																						4	20	0	4	8	4	4	4	4	4	4	0	4	4	20	0	80	20	8	196	\$37,152			\$37,152
Prepare and Submit "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" & "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals"																						0	0	0	8	8	0	0	0	0	0	0	0	0	16	0	0	0	8	40	\$8,000			\$8,000	
Phase E																						8	40	0	44	54	12	10	24	14	12	12	0	12	16	84	0	50	50	32	474	\$99,296		\$3,000.00	\$102,296.00
Conduct a Final Completion Site Visit																						0	0	0	8	12	0	2	12	2	0	0	0	0	8	12	0	0	0	4	60	\$12,580		\$3,000.00	\$15,580
Prepare and Submit a Written Recommendation of Payment to the County																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Prepare and Submit a Written Notice of Acceptable Work to County and Contractor																						0	0	0	8	8	0	0	0	0	0	0	0	0	8	0	0	0	0	2	26	\$5,960			\$5,960
Review Contractor's As-Builts and Prepare Written Comments																						4	20	0	8	10	8	4	8	8	8	8	0	8	4	20	0	0	0	8	126	\$29,644			\$29,644
Prepare and Submit Record Drawings																						4	20	0	4	8	4	4	4	4	4	4	0	4	4	20	0	50	50	8	196	\$37,152			\$37,152
Prepare and Submit "Request for Approval to Place a Domestic Wastewater Collection / Transmission System into Operation" & "Notification of Availability of Record Drawings and Final Operation and Maintenance Manuals"																						0	0	0	8	8	0	0	0	0	0	0	0	0	16	0	0	0	8	40	\$8,000			\$8,000	
Task 711 - Revise Existing WWTF Operations and Maintenance Manual and Operating Protocol																						0	30	0	40	100	0	15	0	15	15	0	0	15	40	300	100	40	0	60	770	\$147,300			\$147,300.00
Phase A																						0	6	0	8	20	0	3	0	3	3	0	0	3	8	60	20	8	0	12	154	\$29,460			\$29,460.00
Phase B																						0	6	0	8	20	0	3	0	3	3	0	0	3	8	60	20	8	0	12	154	\$29,460			\$29,460.00
Phase C																						0	6	0	8	20	0	3	0	3	3	0	0	3	8	60	20	8	0	12	154	\$29,460			\$29,460.00
Phase D																						0	6	0	8	20	0	3	0	3	3	0	0	3	8	60	20	8	0	12	154	\$29,460			\$29,460.00
Phase E																						0	6	0	8	20	0	3	0	3	3	0	0	3	8	60	20	8	0	12	154	\$29,460			\$29,460.00
PHASE 700 - TOTAL																						60	240	0	1,190	3,089	230	1,067	512	1,267	1,175	190	0	325	3,592	14,077	2,105	460	180	2,233	31,992	\$6,119,380	\$175,000	\$130,240	\$6,424,620
PHASE 800 - RESIDENT PROJECT REPRESENTATIVE SERVICES																																													
Task 801 - Resident Project Representative Services																						0	0	0	0	0	0	0	0	0	0	0	12,341	0	0	0	0	0	0	0	12,341	\$2,097,970		\$54,912	\$2,152,882.00
PHASE 800 - TOTAL																						0	0	0	0	0	0	0	0	0	0	0	12,341	0	0	0	0	0	0	0	12,341	\$2,097,970	\$0	\$54,912	\$2,152,882
Subtotal																						118	356	15	2,118	3,553	230	1,067	512	1,267	1,175	190	12,341	325	3,592	15,005	2,105	460	180	2,291	46,900	\$8,817,940.00	\$175,000	\$185,152	\$9,178,092
Contingency Funds																																													\$480,000
TOTAL																																													\$9,658,092

Attachment A-3
MarshWagner Subconsultant Proposal

NERWWTF Expansion Contingency & Cost Verification Cost Recap (see detailed estimate Tabs)

12/2/2024	
W-P 60-100% Estimating Budget By Phase	
Phase	Total
A	\$ 49,060
B	\$ 29,060
C	\$ 39,540
D	\$ 29,380
E	\$ 27,960
Total	\$ 175,000

MarshWagner		Polk County NERWWTF Expansion to 9MGD PHASE A - Cost Changes & Contingency Authorizations				Project Mgr	Senior Cost Estimator/ Risk Mgr	Senior Cost Estimator	Cost Analyst	Senior Scheduler
Activity	Task #	Task	Qty	Subtotal Hours	Subtotal Cost	Marsh	Wagner	Myer	Bulla, E	Bulla, G
WebEx Meetings	1.1	Confirm format & content for Contingency Usage Tracking Log with CMAR	2	4.00	\$ 900		2.00	2.00		
	1.2	Confirm format for Contingency Usage Authorization requests with CMAR	2	4.00	\$ 900		2.00	2.00		
	1.3	Confirm format for open-book actual cost accounting	2	4.00	\$ 900		2.00	2.00		
	1.4	Review & discuss Phase A Contingency Usage Lessons Learned	1	3.00	\$ 680	1.00	1.00	1.00		
	1.5	Review & discuss Phase A Actual Cost vs GMP cost variances at completion	1	3.00	\$ 680	1.00	1.00	1.00		
Cost Estimating	4.1	Verify scope & Open-Book cost estimates for Phase A MOPO Contingency Usage Requests	6	72.00	\$ 15,840			72.00		
	4.2	Verify eligibility & validate Open-Book cost estimates for other Phase A Contingency Usage Requests	8	16.00	\$ 3,520			16.00		
	4.3	Verify eligibility & validate Open-Book cost estimates for Phase A changes in GMP scope	4	24.00	\$ 5,280			24.00		
	4.4	Review Phase A Contingency Usage Tracking log quarterly updates	5	18.00	\$ 3,480			10.00	8.00	
	4.5	Review & verify actual cost of Open-Book work based on quarterly cost records and report total variance	5	60.00	\$ 12,000			40.00	20.00	
CPM Scheduling	5.1	Review Baseline schedule to confirm Longest (Critical) Path and Contingency allowances for schedule delays	0	0.00	\$ -					
	5.2	Validate Time Impact Analysis for Contingency Usage Requests impacting Schedule Longest (Critical) Path	2	6.00	\$ 1,320			6.00		
Risk Assessment	6.1	Verify actual Phase A Contingency costs at completion vs GMP Contingencies & draft variance & lessons learned report	1	18.00	\$ 3,560		8.00	2.00	8.00	

Total Hours	232.00	2.00	16.00	178.00	36.00	0.00
FY 23 Hourly Rate		\$ 230.00	\$ 230.00	\$ 220.00	\$ 160.00	\$ 210.00
Total Labor Cost	\$ 49,060	\$ 460	\$ 3,680	\$ 39,160	\$ 5,760	\$ -
Travel Expenses	\$ -					
Printing Expenses	\$ -					
NTE Budget	\$ 49,060					

MarshWagner		Polk County NERWWTF Expansion to 9MGD PHASE B - Cost Changes & Contingency Authorizations				Project Mgr	Senior Cost Estimator/ Risk Mgr	Senior Cost Estimator	Cost Analyst	Senior Scheduler
Activity	Task #	Task	Qty	Subtotal Hours	Subtotal Cost	Marsh	Wagner	Myer	Bulla, E	Bulla, G
WebEx Meetings	1.1	Confirm format & content for Contingency Usage Tracking Log with CMAR	0	0.00	\$ -					
	1.2	Confirm format for Contingency Usage Authorization requests with CMAR	0	0.00	\$ -					
	1.3	Confirm format for open-book actual cost accounting	0	0.00	\$ -					
	1.4	Review & discuss Phase B Contingency Usage Lessons Learned	1	1.00	\$ 680	1.00	1.00	1.00		
	1.5	Review & discuss Phase B Actual Cost vs GMP cost variances at completion	1	1.00	\$ 680	1.00	1.00	1.00		
Cost Estimating	4.1	Verify scope & Open-Book cost estimates for Phase B MOPO Contingency Usage Requests	2	32.00	\$ 7,040			32.00		
	4.2	Verify eligibility & validate Open-Book cost estimates for other Phase B Contingency Usage Requests	6	12.00	\$ 2,640			12.00		
	4.3	Verify eligibility & validate Open-Book cost estimates for Phase B changes in GMP scope	2	12.00	\$ 2,640			12.00		
	4.4	Review Phase B Contingency Usage Tracking log quarterly updates	4	12.00	\$ 2,400			8.00	4.00	
	4.5	Review & verify actual cost of Open-Book work based on quarterly cost records and report total variance	4	40.00	\$ 8,320			32.00	8.00	
CPM Scheduling	5.1	Review Baseline schedule to confirm Longest (Critical) Path and Contingency allowances for schedule delays	1	2.00	\$ 440			2.00		
	5.2	Validate Time Impact Analysis for Contingency Usage Requests impacting Schedule Longest (Critical) Path	1	3.00	\$ 660			3.00		
Risk Assessment	6.1	Verify actual Phase A Contingency costs at completion vs GMP Contingencies & draft variance & lessons learned report	1	18.00	\$ 3,560		8.00	2.00	8.00	

Total Hours	133.00	2.00	10.00	105.00	20.00	0.00
FY 23 Hourly Rate		\$ 230.00	\$ 230.00	\$ 220.00	\$ 160.00	\$ 210.00
Total Labor Cost	\$ 29,060	\$ 460	\$ 2,300	\$ 23,100	\$ 3,200	\$ -
Travel Expenses	\$ -					
Printing Expenses	\$ -					
NTE Budget	\$ 29,060					

12/2/2024

MarshWagner		Polk County NERWWTF Expansion to 9MGD PHASE C - Cost Changes & Contingency Authorizations				Project Mgr	Senior Cost Estimator/ Risk Mgr	Senior Cost Estimator	Cost Analyst	Senior Scheduler
Activity	Task #	Task	Qty	Subtotal Hours	Subtotal Cost	Marsh	Wagner	Myer	Bulla, E	Bulla, G
WebEx Meetings	1.1	Confirm format & content for Contingency Usage Tracking Log with CMAR	0	0.00	\$ -					
	1.2	Confirm format for Contingency Usage Authorization requests with CMAR	0	0.00	\$ -					
	1.3	Confirm format for open-book actual cost accounting	0	0.00	\$ -					
	1.4	Review & discuss Phase B Contingency Usage Lessons Learned	1	1.00	\$ 680	1.00	1.00	1.00		
	1.5	Review & discuss Phase B Actual Cost vs GMP cost variances at completion	1	1.00	\$ 680	1.00	1.00	1.00		
Cost Estimating	4.1	Verify scope & Open-Book cost estimates for Phase C MOPO Contingency Usage Requests	2	32.00	\$ 7,040			32.00		
	4.2	Verify eligibility & validate Open-Book cost estimates for other Phase C Contingency Usage Requests	8	16.00	\$ 3,520			16.00		
	4.3	Verify eligibility & validate Open-Book cost estimates for Phase C changes in GMP scope	4	24.00	\$ 5,280			24.00		
	4.4	Review Phase C Contingency Usage Tracking log quarterly updates	6	24.00	\$ 4,560			12.00	12.00	
	4.5	Review & verify actual cost of Open-Book work based on quarterly cost records and report total variance	6	64.00	\$ 13,120			48.00	16.00	
CPM Scheduling	5.1	Review Baseline schedule to confirm Longest (Critical) Path and Contingency allowances for schedule delays	1	2.00	\$ 440			2.00		
	5.2	Validate Time Impact Analysis for Contingency Usage Requests impacting Schedule Longest (Critical) Path	1	3.00	\$ 660			3.00		
Risk Assessment	6.1	Verify actual Phase C Contingency costs at completion vs GMP Contingencies & draft variance & lessons learned report	1	18.00	\$ 3,560		8.00	2.00	8.00	

Total Hours	185.00	2.00	10.00	141.00	36.00	0.00
FY 23 Hourly Rate		\$ 230.00	\$ 230.00	\$ 220.00	\$ 160.00	\$ 210.00
Total Labor Cost	\$ 39,540	\$ 460	\$ 2,300	\$ 31,020	\$ 5,760	\$ -
Travel Expenses	\$ -					
Printing Expenses	\$ -					
NTE Budget	\$ 39,540					

MarshWagner		Polk County NERWWTF Expansion to 9MGD PHASE C - Cost Changes & Contingency Authorizations				Project Mgr	Senior Cost Estimator/ Risk Mgr	Senior Cost Estimator	Cost Analyst	Senior Scheduler
Activity	Task #	Task	Qty	Subtotal Hours	Subtotal Cost	Marsh	Wagner	Myer	Bulla, E	Bulla, G
WebEx Meetings	1.1	Confirm format & content for Contingency Usage Tracking Log with CMAR	0	0.00	\$ -					
	1.2	Confirm format for Contingency Usage Authorization requests with CMAR	0	0.00	\$ -					
	1.3	Confirm format for open-book actual cost accounting	0	0.00	\$ -					
	1.4	Review & discuss Phase B Contingency Usage Lessons Learned	1	1.00	\$ 680	1.00	1.00	1.00		
	1.5	Review & discuss Phase B Actual Cost vs GMP cost variances at completion	1	1.00	\$ 680	1.00	1.00	1.00		
Cost Estimating	4.1	Verify scope & Open-Book cost estimates for Phase C MOPO Contingency Usage Requests	2	32.00	\$ 7,040			32.00		
	4.2	Verify eligibility & validate Open-Book cost estimates for other Phase C Contingency Usage Requests	6	12.00	\$ 2,640			12.00		
	4.3	Verify eligibility & validate Open-Book cost estimates for Phase C changes in GMP scope	2	12.00	\$ 2,640			12.00		
	4.4	Review Phase C Contingency Usage Tracking log quarterly updates	4	12.00	\$ 2,400			8.00	4.00	
	4.5	Review & verify actual cost of Open-Book work based on quarterly cost records and report total variance	4	42.00	\$ 8,640			32.00	10.00	
CPM Scheduling	5.1	Review Baseline schedule to confirm Longest (Critical) Path and Contingency allowances for schedule delays	1	2.00	\$ 440			2.00		
	5.2	Validate Time Impact Analysis for Contingency Usage Requests impacting Schedule Longest (Critical) Path	1	3.00	\$ 660			3.00		
Risk Assessment	6.1	Verify actual Phase C Contingency costs at completion vs GMP Contingencies & draft variance & lessons learned report	1	18.00	\$ 3,560		8.00	2.00	8.00	

Total Hours	135.00	2.00	10.00	105.00	22.00	0.00
FY 23 Hourly Rate		\$ 230.00	\$ 230.00	\$ 220.00	\$ 160.00	\$ 210.00
Total Labor Cost	\$ 29,380	\$ 460	\$ 2,300	\$ 23,100	\$ 3,520	\$ -
Travel Expenses	\$ -					
Printing Expenses	\$ -					
NTE Budget	\$ 29,380					

12/2/2024

MarshWagner		Polk County NERWWTF Expansion to 9MGD PHASE C - Cost Changes & Contingency Authorizations				Project Mgr	Senior Cost Estimator/ Risk Mgr	Senior Cost Estimator	Cost Analyst	Senior Scheduler
Activity	Task #	Task	Qty	Subtotal Hours	Subtotal Cost	Marsh	Wagner	Myer	Bulla, E	Bulla, G
WebEx Meetings	1.1	Confirm format & content for Contingency Usage Tracking Log with CMAR	0	0.00	\$ -					
	1.2	Confirm format for Contingency Usage Authorization requests with CMAR	0	0.00	\$ -					
	1.3	Confirm format for open-book actual cost accounting	0	0.00	\$ -					
	1.4	Review & discuss Phase E Contingency Usage Lessons Learned	1	1.00	\$ 680	1.00	1.00	1.00		
	1.5	Review & discuss Phase E Actual Cost vs GMP cost variances at completion	1	1.00	\$ 680	1.00	1.00	1.00		
Cost Estimating	4.1	Verify scope & Open-Book cost estimates for Phase E MOPO Contingency Usage Requests	4	16.00	\$ 3,520			16.00		
	4.2	Verify eligibility & validate Open-Book cost estimates for other Phase E Contingency Usage Requests	6	12.00	\$ 2,640			12.00		
	4.3	Verify eligibility & validate Open-Book cost estimates for Phase E changes in GMP scope	4	32.00	\$ 7,040			32.00		
	4.4	Review Phase E Contingency Usage Tracking log quarterly updates	4	12.00	\$ 2,400			8.00	4.00	
	4.5	Review & verify actual cost of Open-Book work based on quarterly cost records and report total variance	4	24.00	\$ 4,800			16.00	8.00	
CPM Scheduling	5.1	Review Baseline schedule to confirm Longest (Critical) Path and Contingency allowances for schedule delays	1	8.00	\$ 1,760			8.00		
	5.2	Validate Time Impact Analysis for Contingency Usage Requests impacting Schedule Longest (Critical) Path	1	4.00	\$ 880			4.00		
Risk Assessment	6.1	Verify actual Phase E Contingency costs at completion vs GMP Contingencies & draft variance & lessons learned report	1	18.00	\$ 3,560		8.00	2.00	8.00	

Total Hours	128.00	2.00	10.00	100.00	20.00	0.00
FY 23 Hourly Rate		\$ 230.00	\$ 230.00	\$ 220.00	\$ 160.00	\$ 210.00
Total Labor Cost	\$ 27,960	\$ 460	\$ 2,300	\$ 22,000	\$ 3,200	\$ -
Travel Expenses	\$ -					
Printing Expenses	\$ -					
NTE Budget	\$ 27,960					

Fran McAskill
Director
Procurement Division



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EXHIBIT C-2

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 Travel Expenses for Resident Project Representative (RPR), Senior RPR, and/or Project Engineer as defined in Exhibit "B" of Agreement 2022-077 for site visits.
(Round trip mileage from either a) Wright-Pierce Tampa Office, 3820 Northdale Blvd., Tampa, FL 33624, or b) Wright-Pierce Maitland Office, 601 S. Lake Destiny Dr, #290, Maitland, FL 33837 to Polk County's Northeast Regional Wastewater Treatment Facility, 200 Westview Rd., Davenport, FL 33837) | Current Calendar Year's
Prevailing IRS Rates |
| 5. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |