

EXHIBIT “A”

RFP 25-688 and Construction Manager’s Proposal

**Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements**

EXHIBIT "A"

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 and Title: 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

Description: Select a qualified Contractor to provide Construction Management at Risk (CMAR) services for the preconstruction and construction phase services at the Polk County Northwest Regional (NWRWWTF) and Southwest Regional (SWRWWTF) Wastewater Treatment Facilities to facilitate construction of membrane bioreactors, dewatering systems, and related infrastructure.

Receiving Period: Prior to **2:00 p.m., Wednesday, November 26, 2025**

Bid Opening: **Wednesday, November 26, 2025, 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, October 30, 2025, at 9:00 a.m. at the Polk County Utilities Administration building, located at 1011 Jim Keene Blvd, State Road 540, Winter Haven, FL 33881. Mandatory site visits will immediately follow. An authorized representative or agent of the Proposer must be present in-person at this meeting and the site visits as evidenced by their signature on the meeting's sign-in sheet, or the Proposer's proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Brad Howard, Sr. Procurement Analyst, via email at bradhoward@polk-county.com. All questions must be received no later than **4:00 p.m. on Wednesday, November 5, 2025**.

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: 25-688

RFP Title: Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

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. 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 #25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements” 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 Proposal. DO NOT OPEN	
RFP Number	25-688
RFP Title	Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements
Due Date/Time:	November 26, 2025, 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 bradhoward@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 25-688 Tab 1"

"RFP 25-688 Tab 2"

"RFP 25-688 Tab 3"

"RFP 25-688 Tab 4"

"RFP 25-688 Tab 5"

"RFP 25-688 Tab 6"

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 Brad Howard at bradhoward@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 nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill, Procurement Director
REQUEST FOR PROPOSAL 25-688
**Construction Manager at Risk – Northwest and Southwest Regional Wastewater
Treatment Facility Improvements**

Sealed proposals will be received in the Procurement Division, **Wednesday, November 26, 2025, 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 at <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 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 Brad Howard, Procurement Analyst, via email at bradhoward@polk-county.net. All questions must be received by **November 5, 2025, at 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 the final 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

INTRODUCTION/BACKGROUND

The intent of this Request for Proposal (RFP) is to select an experienced Contractor to provide Construction Management at Risk (CMAR) services for the preconstruction, including the preparation and submission of a guaranteed maximum price (GMP), and construction phase services for 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

Furthermore, the County has selected Black & Veatch Corporation for the SWRWWTF and Carollo Engineers, Inc. for the NWRWWTF, for the design, preconstruction phase services (inclusive of bid/award), and construction phase.

Companies that are not experienced in providing CMAR services will not be considered for selection. It is the intent of the County to select and negotiate a CMAR agreement with one CMAR company as the prime contractor for each of the projects listed above. Proposers will prepare a single submittal to cover both projects. Proposals will be scored and ranked separately for each project. Both projects may be awarded to one or two Proposers.

The County will negotiate a fee schedule for the selected CMAR Company(s) for each of the projects once an RFP selection committee recommendation has been approved by the Board of County Commissioners.

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

This project will be partially funded by the Florida Department of Environmental Protection (FDEP), State Revolving Fund Program. The attached Supplementary Conditions (Appendix B) are applicable to any resulting agreement(s) to this RFP, and any agreements between the prime CMAR and their subcontractors.

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

PROJECT BACKGROUND

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

The selected CMAR Company will be required to work with design professionals for the design of the expansion. The design professionals are currently preparing a Conceptual Design Report for the expansion.

SCOPE OF SERVICES

The successful respondents shall utilize an open book approach to the project, resulting in a fixed cost and provide a Guaranteed Maximum Price (GMP) with full disclosure of actual costs to the county. Other responsibilities include value engineering, constructability reviews and recommendations; attend design and other applicable conferences, pre-bid meetings, pre-award meetings, and construction progress meetings. The successful company shall also provide administrative services, supervision and accepted accounting principles throughout the complete project.

The selection of the CMAR Contractor will be based upon criteria outlined herein under Evaluation of Proposals. Contractors submitting must have CMAR experience. The county's agreement with the selected Contractor(s) will be a job specific contract for CMAR services for the project. When the fee for pre-construction phase services is agreed to by the Utilities Division, a purchase order will be issued for the amount of the pre-construction phase fee. When the GMP is agreed to by the Utilities Division, an Agenda Item will be presented to the Board of County Commissioners for their approval. After GMP approval, a purchase order will be issued for the amount of the GMP.

The CMAR services will include, but are not limited to, the following work categories necessary to permit and construct the projects:

- a. Attend and participate in all design progress/review meetings.
- b. Provide GMP estimating for schematic design, design development, and construction level documents.
- c. Provide constructability design reviews and reporting.
- d. Provide value engineering design reviews and reporting.
- e. Provide master project scheduling and reporting services
- f. Attend all pre-bid meetings.
- g. Provide competitive subcontracting bidding services.
- h. Schedule and coordinate all bid openings.
- i. Provide bid tabulation results and a GMP.
- j. Provide all Buildings permitting services.

- k. Attend Preconstruction meetings.
- l. Provide building permitting services.
- m. Provide all construction services.
- n. Coordinate and attend all construction progress coordination meetings.
- o. Coordinate and participate in all closeout documentation requirements and meetings.
- p. Provide building commissioning services
- q. Provide all warranty services.
- r. Provide construction testing.

The estimated construction cost is \$50 million.

It is anticipated that the design and permitting phase will take 18 months and the construction phase will take 24 months.

QUALIFICATIONS

- 1. Prime contractor must be a State of Florida Certified General Contractor (GC) and should provide proof of current general contractors' license(s) with their submittal.
- 2. Prime contractor must have been in business under the same name or EIN number for a minimum of 10 years.
- 3. Bidders must possess a Polk County Local Business Tax Receipt (f/k/a Business License) in order to do business with the County. A copy of such license must be provided to the Procurement Division before award is made to the successful bidders
- 4. Prime contractors must have CMAR experience.

AGREEMENT

The term of the resulting CMAR agreement will be negotiated as part of Elevation Level 4, contract negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation 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 submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Executive Summary:

(Items a-e: Maximum two (2) pages)

- a) Name, company name, 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) Volume of work during each of the last five (5) calendar years.
- e) Provide a copy of your current State of Florida General Contractors license.
- f) Describe and explain any litigation, major disputes, contract defaults, or liens experienced in the last ten (10) years.
- g) If a joint venture or prime/subcontractor arrangement of two firms, indicate how the work will be distributed between the partners.
- h) A Joint Venture Agreement, if indicated, must be provided with the RFP submittal.
- i) Provide a Letter of bondability from a Surety Company confirming you are capable of obtaining a bond to cover the estimated construction cost.

Tab 2, Approach to the Project (30 Points)

(Maximum five (5) pages)

- a) Define in detail the components of job specific pre-construction services and the responsibility of the CM for each component of this phase including budget estimating, value engineering, constructability recommendations and master project schedule.
- b) Detailed approach to the CM's competitive bidding for subcontracts, other cost of the work, general conditions cost summary, CM fee negotiations, GMP compilation, etc.
- c) Owner direct purchase and sales tax savings approach to the project.
- d) Approach to the management and construction of the project.
- e) CM's approach to quality workmanship and contract compliance control measures.

Tab 3, Experience and Expertise, Personnel & Technical Resources (30 Points)

- I. Provide a minimum of three (3) and a maximum of ten (10) similar CMAR projects performed for public entities which best illustrate the experience of the Contractor and current staff. (List of no more than ten (10) projects completed within the last ten (10) years.) (Maximum of one (1) page only per project). For each project please provide:
 - a) Name and location of the projects.
 - b) The nature of the Contractor's responsibility on the projects.
 - c) Provide project delivery method (CMAR, Invitation to Bid (ITB), RFP, etc.)
 - d) Project Owner's representative name, address and phone number.
 - e) Date projects were completed or are anticipated to be completed.
 - f) Present status of the projects.
 - g) Size of projects (gross S.F. and/or area of construction).
 - h) Cost of projects (construction cost).
 - i) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and any time extensions created as a result of the change order
 - j) Work for which your staff was responsible (self-performed).
 - k) Project manager, superintendent and other key professionals involved in the projects
- II. Provide an organizational chart of the firm's team highlighting the key individuals who will work on this project as identified above.
- III. Provide brief resumes of key personnel to be assigned to the project including but not limited to the items in the list below. (Maximum one (1) page per resume.) Identify project related capability of in-house staff and indicate the adequate depth and abilities of the organization that it can draw upon as needed. This will include management, technical, and support staff. (Indicate whether office or field related.)
 - a) Name and current position held by the person.
 - b) Job assignment for other projects.
 - c) Percentage of time to be assigned full time to this project
 - d) How many years have they worked with this Contractor?
 - e) How many years have they worked with other Contractors?
 - f) Experience:
 1. Types of projects.
 2. Size of projects (dollar value of project).
 3. What were the specific project involvements?
 - g) List degrees, certifications, and registrations.

Tab 4, Scheduling and Cost Control (25 Points)

(Maximum three (3) pages plus the sample schedule)

The Contractor's scheduling system and cost control system should be described. Methods for assuring subcontractors adherence to schedule should be highlighted.

- a) Describe the Contractor's use of computer-generated schedules for the management of construction.
- b) Indicate the level of detail to define schedules. Describe methods for managing the processing of shop drawings. Define means and methods for managing and responding to requests for Information (RFI's) and Architect's Supplemental Instructions (ASI's).
- c) Indicate the Contractor's approach to project scheduling and coordination of subcontractors.
- d) Describe the Contractor's method for holding projects within budget. Provide one example.
- e) Attach a sample schedule that illustrates your overall scheduling capabilities. Attach sample of the cost control reports.
- f) Provide a written narrative regarding your approach to the project as it relates to cost control for items outside of the "cost of the work". Fees associated with this category are as follows; Preconstruction phase services, general conditions, CM fee and bond. Include fee percentages in your response as general information for a project of this size. Information regarding fee percentages are general in nature and are not considered as a final offer for a proposed contract.

Tab 5, Timely Completions of Projects (5 Points)

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

Tab 6, Surveys of Past Performance (10 Points)

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

○ Average Score between 9-10	10 Points
○ Average Score between 7-8	8 Points
○ Average Score between 5-6	6 Points
○ Average Score between 3-4	4 Points
○ Average Score between 1-2	2 Points
○ Average Score of 0	0 Points

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.
- Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 or Elevation Level 3, to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- | | | |
|---|--|------------------|
| • | <u>Surveys of Past Performance (Tab 6)</u> | <u>10 points</u> |
| | Subtotal Points | 10 Points |

by the process stated under each corresponding Tab description.

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- | | | |
|---|--|------------------|
| • | Approach to Project (Tab 2) | 30 Points |
| • | Experience and Expertise (Tab 3) | 30 Points |
| • | Scheduling and Cost Control (Tab 4) | 25 Points |
| • | <u>Timely Completion of Projects (Tab 5)</u> | <u>5 Points</u> |
| | Subtotal Points | 90 Points |

by the following process:

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 must 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 must 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 are 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, 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. In accordance with Section 287.055(4)(b),

Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

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

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

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, the County Manager, or 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 execution of the final 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 Contractor, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees (non-construction industry). For non-exempt vendors, Employers Liability in the amount of \$1,000,000. 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: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; 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. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

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 whatsoever (including, without limitation, 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, 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 any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of the 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. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

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.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors 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/MBE's 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, Contractor 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, Contractor 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 submittal 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 <https://www.polk-county.net/business/procurement/>. 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, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Contractors which 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.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. The proposer's Project Manager or any authorized officer shall, by affidavit, attest to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

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 submittals 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 submittals 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 submittals 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 downloaded from 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 vendor 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 Contractor will complete and submit the attached 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

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

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.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests

PUBLIC RECORD LAWS

- a) The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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) 534-7670
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).

SUPPLEMENTAL CONDITIONS-FEDERAL CLAUSES

The County has been awarded and received a FDEP, SRF Loan for the services to be provided under this agreement. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this bid, any resulting award with the prime Vendor, and any resulting contracts between the prime Vendor and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

Equal Employment Opportunity. (Only applicable to construction)

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract/Purchase Order or with any of the said rules, regulations, or orders, this contract/Purchase Order may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. Neither the Contractor, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5

(Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the US Department of Environmental Protection.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act."

"Compliance with the Copeland "Anti-Kickback" Act. (Applicable if subject to Davis-Bacon Act)

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the US Department of Environmental Protection may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida Department of Economic Opportunity, US Department of Environmental Protection, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Environmental Protection.

Federal Water Pollution Control Act

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the (County will, in turn, report each violation as required to assure notification to the Florida Department of Economic Opportunity, US Department of Environmental Protection, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by US Department of Environmental Protection.

Debarment and Suspension.

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division of Management and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "XXVI"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally, Consultants shall make

maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

Domestic Preference

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase

orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Affirmative Action.

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Contractor shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Access to Records. The following access to records requirements apply to this Purchase Order:

(1) The Contractor agrees to provide the Florida Department of Commerce, Polk County, the US Department of Environmental Protection, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Purchase Order for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the US Department of Environmental Protection Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the Purchase Order."

DEP Seal, Logo, and Flags. The Contractor shall not use the DEP seal(s), logos, crests, or reproductions of flags or likenesses of Department of agency officials without specific US Department of Environmental Protection pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that US Department of Department of Environmental Protection financial assistance will be used to fund the Purchase Order only. The Contractor will comply will all applicable federal law, regulations, executive orders, US Department of Environmental Protection policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Purchase Order.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Purchase Order.

Default and Remedy.

Process. If the Contractor materially defaults in the timely performance of any Contract obligation, or if the Contractor is otherwise in material default of the Contract, including, without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other Contractors or providers at the Contractor's sole cost and expense to provide those unperformed or deficient Contract obligations of the Contractor; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Contractor pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Contractor, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of FDEP SRF funding caused, directly or indirectly, by the Contractor's delay. Upon any such termination pursuant to this Section, the County shall pay the Contractor the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Contractor shall cease.

Certain Material Defaults.

Among other matters, including without limitation, the Contractor's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Contractor's material

default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Contractor's assets, a general assignment by the Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act; or the Contractor is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - i. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal:

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 Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor 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 Contractor shall complete the following information for each customer that a survey will be sent

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 (CMAR Services for Hillsborough County Wastewater Treatment Facility), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2022)

2. The Contractor 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 Contractor 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 Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 6. **The vendors providing a reference should not send their surveys directly to Polk County.**
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 25-688, Construction Manager at Risk – Northwest and Southwest Regional
Wastewater Treatment Facility Improvements

To: _____ (Name of Person completing survey)
 _____ (Name of Client Company/Consultant)
 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 CONSULTANT 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 CONSULTANT 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.**

BIDDER ATTEST 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 _____, 2025, 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 25-688, Construction Manager at Risk – NWRWWTF & SWRWWTF Facility Improvements

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), 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 Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor 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 Contractor, and any subcontractor under the Contract, 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 the Contract, and the Contractor 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 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 the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2025.

ATTEST:

By: _____

PRINTED NAME: _____

Its: _____

CONTRACTOR:

By: _____

PRINTED NAME: _____

Its: _____

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Date _____

November 5, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1 BID# 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

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

Contained within this addendum: email address correction

Please be advised that all questions should be emailed to Brad Howard at **bradhoward@polkfl.gov**.

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

November 6, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2 RFP# 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

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

Contained within this addendum: modification to Tab 3, Experience and Expertise, Personnel & Technical Resources; questions and answers

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal.**

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP# 25-688, CONSTRUCTION MANAGER AT RISK – NORTHWEST AND SOUTHWEST REGIONAL WASTEWATER TREATMENT FACILITY IMPROVEMENTS

ADDENDUM #2

Modification to Tab 3, Experience and Expertise, Personnel & Technical Resources

The first sentence is revised to: Provide a minimum of three (3) and a maximum of ten (10) similar CMAR projects performed for public entities which best illustrate the experience of the contractor and related staff.

Questions and Answers

- Q1: The RFP instructions (page 4) specify that electronic submittals through Kiteworks should be uploaded as separate PDF files labeled "RFP 25-688 Tab 1," "Tab 2," etc. Please confirm whether this single bookmarked PDF format will be accepted for the electronic submittal.
- A1: Yes, a single pdf is acceptable.
- Q2: The solicitation references Appendix A (Summary Reports) and Appendix B (Supplementary Conditions – FDEP Requirements) within the project background and scope sections. However, these appendices were not included in the RFP package provided for download. Could you please confirm whether Appendix A and Appendix B will be issued as part of an addendum or if these documents are available for download from an alternate location?
- A2: Yes, Appendices A and B are available on the FTP site. To obtain a copy of the documents please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevondor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 25-688 CMAR for NWSWRWWTF Improvements.zip", select "Open" or "Save As" to download the documents.
- Q3: We noted that Tab 2 – Approach to the Project is limited to a maximum of five (5) pages. We respectfully request that the County consider increasing the page limit for Tab 2 to ten (10) pages.
- A3: The County maintains a maximum of five (5) pages for responses to Tab 2 – Approach to the Project.
- Q4: We noted that Tab 4 – Scheduling and Cost Control is limited to a maximum of three (3) pages, plus the required sample schedule. We respectfully request that the County consider increasing the page limit for Tab 4 to five (5) pages.
- A4: The County agrees to increase the page limit for Tab 4 - Scheduling and Cost Control to a maximum of five (5) pages.
- Q5: We respectfully request that the County consider extending the proposal submittal deadline by at least two (2) additional weeks beyond the current due date of November 26, 2025. The current schedule places the submittal period directly across the

Thanksgiving holiday week, when many key team members, partners, and subcontractors will have limited availability. Considering the complexity of this solicitation and the coordination efforts required, the additional time would allow proposers to ensure a more complete, accurate, and carefully developed response that fully aligns with the County's expectations.

- A5: Due to the necessity for the selected CMAR Contractor to be an integral part of the current design Contractor's scheduled milestones, the RFP due date of November 26, 2025, must be maintained.
- Q6: In regards to requested qualifications will there be a preference or requirement for Wastewater MBR experience and is there a minimum number of years of CMAR experience required?
- A6: The CMAR experience verification is part of Tab 3, Experience and Expertise, Personnel & Technical Resources. The Contractor is to provide a minimum of 3 and a maximum of 10 CMAR projects performed for public entities which best illustrate the experience of the Contractor and related staff. The selection will be based on experience working on all types of wastewater treatment facilities. There are no minimum years of CMAR experience.
- Q7: In regard to Tab 3, Item III, would it be acceptable to Polk County to add (1) page to the CMAR proposal before the project references to address the project related capabilities?
- A7: The County agrees to add (1) page to the CMAR proposal before the project references to address the project related capabilities is acceptable, but it is not required.
- Q8: On page 6 of the RFP, it states that the summary reports from your consultants are included in Appendix A - Biosolids Dewatering Alternatives, December 2022, prepared by Hazen & Sawyer and Conceptual Clarification and Filtration Improvements at the NWRWWTF and SWRWWTF, March 2024, prepared by Carollo. These documents are not listed on the procurement site or within the RFP. Will these documents be made available?
- A8: Please see A2 above.



RFQ No. 25-688

Request for Proposal

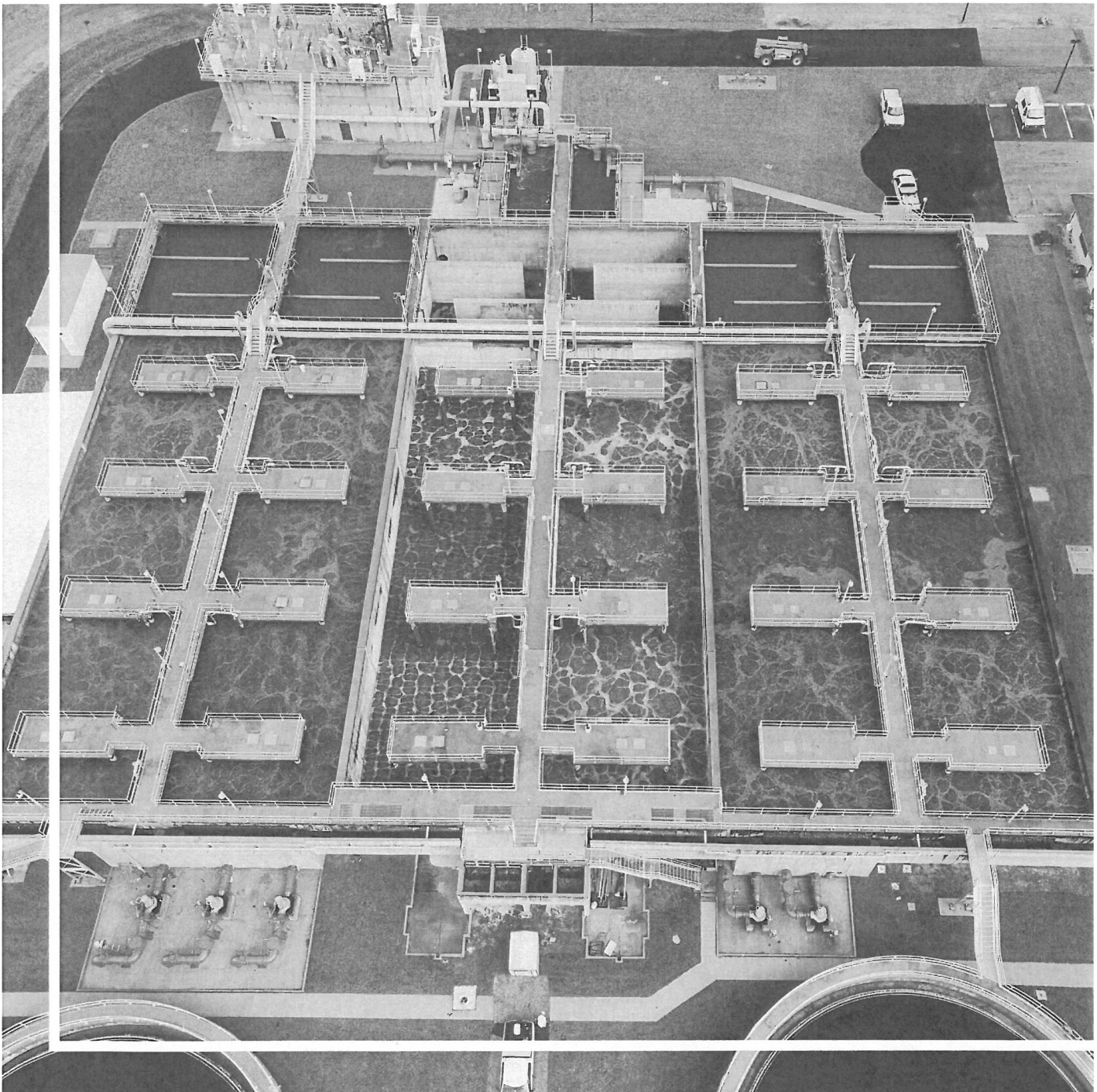
Construction Manager at Risk - Northwest & Southwest Regional Wastewater Treatment Facility Improvements

SUBMITTED TO:
POLK COUNTY

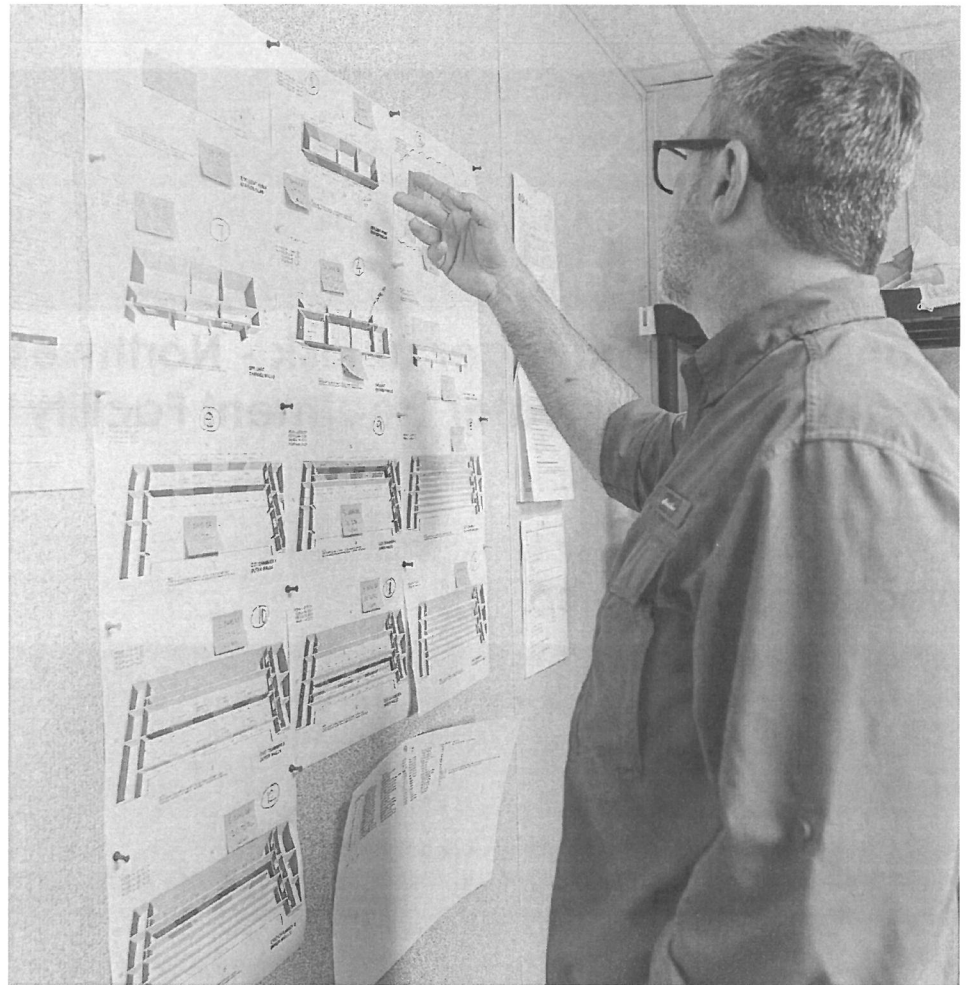
SUBMITTED BY:
VOGEL BROS. BUILDING CO.

VOGEL
BROS. BUILDING CO.

NOVEMBER 26, 2025



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Tab 1: Executive Summary	03
Tab 2: Approach to the Project	07
Tab 3: Experience & Expertise, Personnel & Technical Resources	13
Tab 4: Scheduling & Cost Control	32
Tab 5: Timely Completions of Projects	53
Tab 6: Surveys of Past Performance	56
Tab 7: Additional Forms, Certifications, and Addendums	64



Tab 1 Executive Summary

Executive Summary

Vogel Bros. Building Co. is honored to submit our proposal to serve as the **Construction Manager at Risk (CMAR)** for the **Northwest and Southwest Regional Wastewater Treatment Facility Improvements for Polk County's Utilities**. With a proud legacy spanning **150 years of continuous operation**, Vogel Bros. is a fifth-generation, family-owned contractor built on integrity, craftsmanship, and long-standing partnerships with public utility clients across Florida. From our **Lakeland headquarters**, we have delivered complex water and wastewater treatment projects for more than four decades—earning the trust of municipalities through transparency, collaboration, and consistent results. We view this opportunity not simply as a construction engagement, but as a continuation of our mission to build enduring infrastructure that supports Polk County's growth, sustainability, and community well-being.

| 1875

GEORGE VOGEL MOVES TO MADISON, WI

As wagons became obsolete, George's business evolved from wagons to home construction.

| 1928

VOGEL BROS. BUILDING CO. ESTABLISHED AS A WI CORPORATION

George's two sons incorporated the business which became known for honest, reliable, and quality work.

| 1980

VOGEL BROS. EXPANDS TO LAKELAND, FL

Providing award-winning construction services for five generations and counting

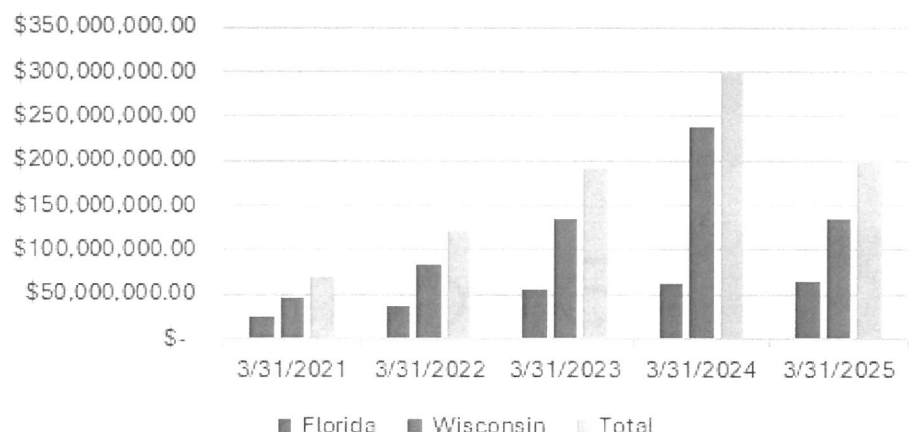


4223 S. PIPKIN RD.
LAKELAND, FL 33811
863.646.5078 | 863.644.5107 (fax)
Darren Vogel, PE | Vice President
darrenvogel@vogelbldg.com

Vogel Bros. Qualifications & Differentiators

Our qualifications are grounded in a proven record of **delivering large, technically complex CMAR and Progressive Design-Build projects** for utilities across Central Florida, including Pasco County Utilities, Toho Water Authority, the City of Lakeland, the City of Tampa, and Haines City among others. We have successfully managed more than **\$1.5 billion in water and wastewater infrastructure improvements**, including multiple simultaneous facility expansions under collaborative delivery frameworks similar to this solicitation. With a team of over **210 professionals**, including in-house preconstruction, project controls, and self-perform trades, Vogel Bros. maintains direct control over cost, schedule, and quality. Our open-book approach, use of **Primavera P6 and earned-value tracking**, and deep experience with **FDEP SRF-funded projects** ensure full transparency and alignment with Polk County's expectations. Most importantly, our foundation of partnership, responsiveness, and accountability has made Vogel Bros. a trusted CMAR partner for Florida utilities seeking both performance and integrity.

Vogel Bros. Building Co. Revenues





Commitment and Readiness

Vogel Bros. is fully committed to an **open-book, transparent partnership** with Polk County—one that prioritizes collaboration, accountability, and **cost certainty** throughout every phase of the project. Our team integrates proven **safety leadership, sustainable construction practices, and community stewardship** into every operation, ensuring that our work protects both people and the environment while delivering long-term value to the County's residents. With resources, equipment, and personnel based locally in **Lakeland**, we are prepared to mobilize immediately upon award and begin supporting design coordination, cost modeling, and early procurement efforts. Polk County can rely on Vogel Bros. to bring the same integrity, teamwork, and dedication that have defined our company for nearly **150 years of continuous service**.

Litigation Statement

Vogel Bros. Building Co. affirms that the company has not been involved in any litigation, arbitration, or claims within the past ten (10) years that would adversely affect our ability to perform the work contemplated under this solicitation. We have never defaulted on a contract, been terminated for cause, or failed to complete a project for any client. Vogel Bros. maintains an exemplary record of integrity and performance, with a long history of delivering projects on time, within budget, and in full compliance with contractual and regulatory requirements.



Licenses & Certifications

State of Florida Department of State

I certify from the records of this office that VOGEL BROS. BUILDING CO. is a Wisconsin corporation authorized to transact business in the State of Florida, qualified on October 8, 1980.

The document number of this corporation is 847155.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, 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 Fifteenth day of January, 2025*



[Signature]
Secretary of State

Tracking Number: 8176693407CC

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

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

Ron DeSantis, Governor

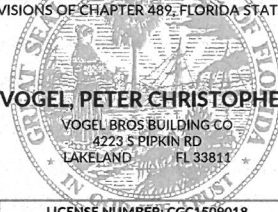
Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



VOGEL, PETER CHRISTOPHER
VOGEL BROS BUILDING CO
4223 S PIPKIN RD
LAKELAND FL 33811

LICENSE NUMBER: CGC1509018

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/20/2024

Do not alter this document in any form.

 This is your license. It is unlawful for anyone other than the licensee to use this document.



Phil Lazarski, AFSB
Bond Manager
2100 Stewart Ave
STE 235
Wausau, WI 54401
(715) 688-9888

November 3, 2025

Contractor: Vogel Bros. Building Co.

Surety: Liberty Mutual Insurance Company

To Whom It May Concern:

Vogel Bros. Building Co. is a highly valued customer of Liberty Mutual Insurance Company. We consider Vogel Bros. Building Co. to be a financially sound and well-managed company.

Liberty Mutual Insurance Company has extended surety credit to Vogel Bros. Building Co. in the amount of \$150,000,000 for single projects with an aggregate value of \$400,000,000. We would not hesitate to honor future bond requests of these amounts or larger, should the need arise.

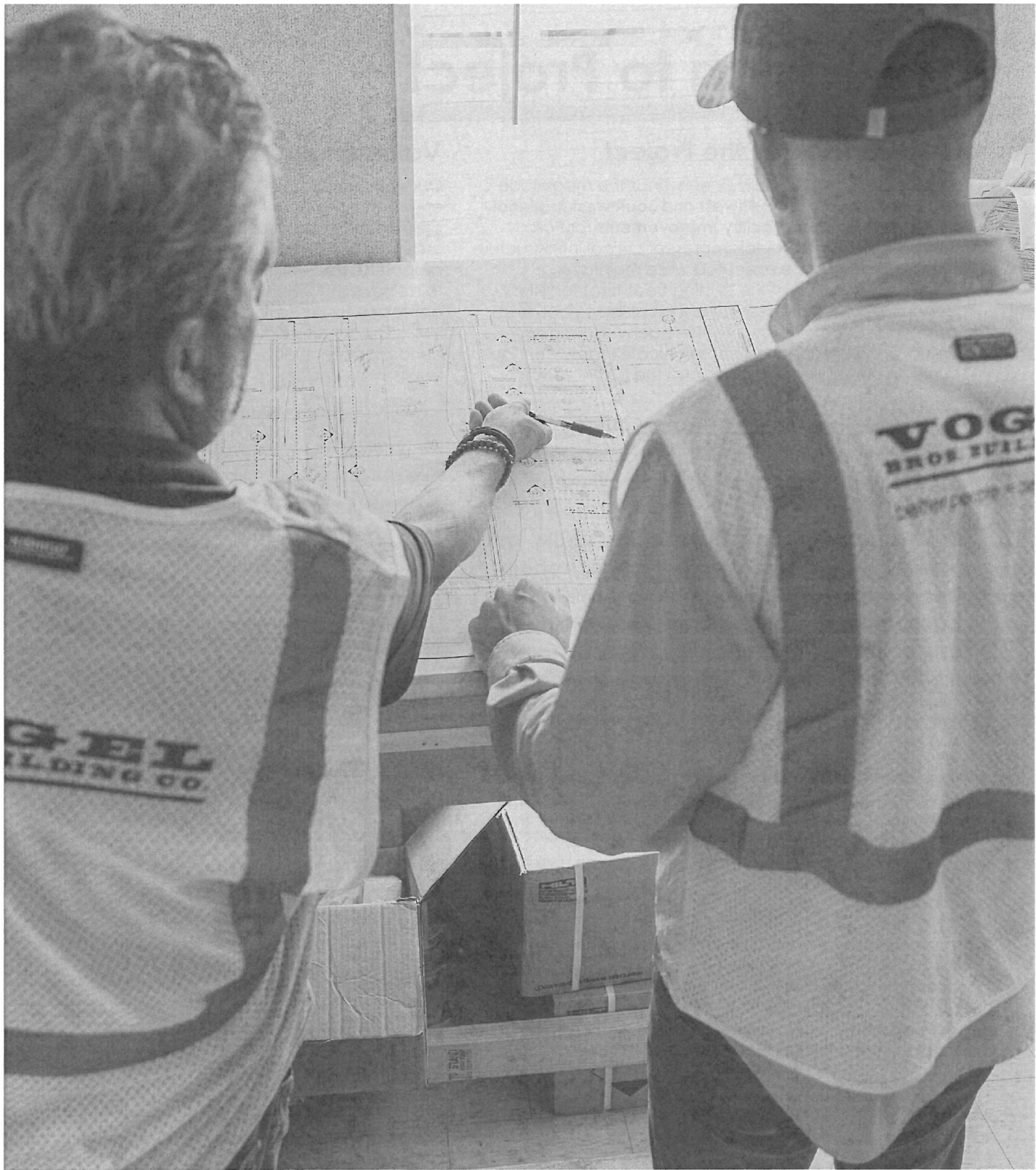
This letter is not an assumption of liability nor is it a bond. Any arrangement for bonds is a matter between Vogel Bros. Building Co. and Liberty Mutual Insurance Company. We assume no liability to you or to third parties if for any reason we do not supply said bond or bonds.

Liberty Mutual Insurance Company is listed on the U.S. Department of the Treasury's Listing of Approved Sureties (Department Circular 570). Liberty Mutual Insurance Company is licensed to transact business in all states and many international jurisdictions and has a rating of "A" and a financial size category of "XV" in the A.M. Best's Insurance Guide.

Sincerely,

Phil Lazarski

Phil Lazarski AFSB
Liberty Mutual Surety



Tab 2 Approach to Project

Approach to Project

Understanding of the Project

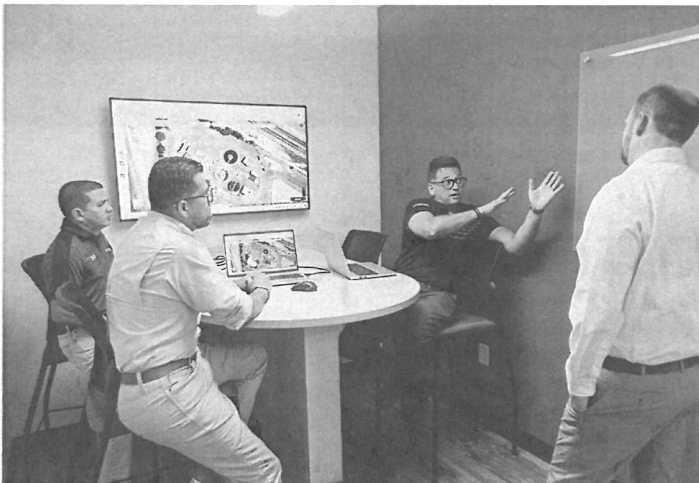
Vogel Bros. Building Co. fully understands the magnitude and complexity of the **Northwest and Southwest Regional Wastewater Treatment Facility Improvements** for Polk County Utilities. Both projects represent critical infrastructure upgrades that must be executed while maintaining continuous operation of the existing treatment facilities. The scope includes process, mechanical, electrical, and dewatering system improvements—each requiring precise phasing, coordination, and communication between the County, the engineer of record, and the CMAR team.

“Our approach is built around three guiding principles: collaboration, transparency, and technical precision. From day one, we will work as an integrated team with Polk County Utilities, Carollo Engineers, and Black & Veatch to align design, schedule, and budget objectives and to develop constructible, cost-efficient solutions that ensure long-term reliability and compliance with FDEP and SRF funding requirements.”

Preconstruction Phase Approach

The Vogel team understands CMAR and the criticality for accurate and efficient preconstruction services. Preconstruction activities are critical in helping the county make correct decisions while planning for the future. The county can rely upon the Vogel team to build upon a solid foundation of efficient and transparent decision making processes to build early consensus and provide reliable solutions.

The primary objective of a CMAR during preliminary and detailed design phases is to successfully guide the design to an accuracy that allows for successful cost model development such that a GMP may be produced as early as possible in the design phase. This will give the county staff certainty in cost and budget control.



Value Engineering

Our approach includes the use of value engineering to ensure that the county receives a final design that optimizes capital costs and life cycle costs. The intent is to encourage creativity and innovation from the project team. We propose to follow the Value Methodology (VM) technique to achieve this balance. VM is a systematic and structured approach for improving projects, products, and processes. VM helps achieve an optimum balance between function, performance, quality, safety, and cost. The proper balance results in the maximum value for the project.

Case Study: Wesley Center Expansion to 9.0 MGD Pasco County



During the Wesley Center Expansion project, Vogel Bros. faced a significant challenge when the actual amount of grit removed from the biological basins far exceeded the Engineer estimated quantities, threatening to increase project costs by over \$500,000. Initially projected to remove 30 dry tons, the first basin alone yielded 400 dry tons, with a total of 1,000 dry tons expected after all basins were addressed. Recognizing the potential financial impact on Pasco County, Vogel Bros. proactively reviewed the project specifications for cost-saving opportunities.

Through value engineers, the team proposed replacing specified Force Balance flex joints with more cost-effective Fastite Grip bell restraints. This strategic substitution resulted in savings of over \$500,000, fully offsetting the unexpected cost of grit removal and ensuring the project remained within budget without compromising on system performance or reliability.

Constructability Reviews

Constructability reviews are a core part of our preconstruction process. We evaluate design plans early to identify construction challenges, verify feasibility, and reduce risks that could impact cost or schedule. By collaborating closely with the design team and stakeholders, we address issues related to site conditions, material availability, and construction methods before they affect the field.

This proactive approach improves safety, supports regulatory compliance, and keeps the project on schedule and within budget. Constructability reviews also create opportunities for value engineering, allowing the team to enhance efficiency, reduce waste, and incorporate sustainable, cost-effective solutions that support long-term system performance.

Cost, Schedule, and Risk Control

Our team will employ **real-time project controls** to manage cost and schedule performance:

- **Primavera P6** for logic-based schedule tracking, milestone forecasting, and recovery planning.
- **Acumatica and EVM dashboards** for cost and schedule performance analysis (CPI/SPI metrics).

We will provide **monthly progress reports** summarizing schedule updates, earned value data, upcoming work activities, and financial status to maintain full transparency with Polk County Utilities. Details on our scheduling and cost control approach are included in **Tab 4**.

Guaranteed Maximum Price (GMP)

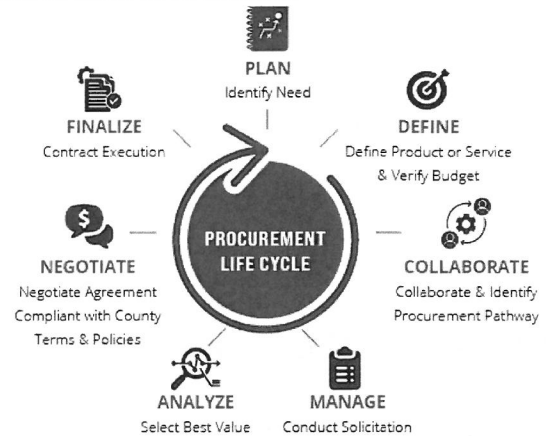
The development of the Guaranteed Maximum Price (GMP) is a critical component of our project delivery approach, ensuring that the County receives the best value while adhering to budget constraints. The GMP will be established no later than 90% design milestone, developing the GMP involves several key steps.

“By adhering to this methodical approach, Vogel Bros. aims to make the GMP comprehensive, transparent, and aligned with the County’s objectives, providing a firm basis for the successful delivery of any project.”

Procurement

Vogel Bros. understands the importance of timely procurement and will identify critical long-lead items during the development of the Basis of Design Report (BODR) to facilitate early procurement. This proactive approach helps mitigate the risk of schedule delays and ensures that project milestones are met efficiently.

To avoid schedule slips and overpricing due to late procurement, Vogel Bros. will focus on obtaining seller responses from vendors and subcontractors with an emphasis on schedule and budget. This process includes prequalifying potential bidders and suppliers, preparing bid documents, conducting pre-bid conferences, and reviewing bid responses to provide informed recommendations.



1. Detailed Scope Review:

Initially, our team will conduct a comprehensive review of the project scope as detailed in the design documents. This ensures that all aspects of the project are covered, and potential scope gaps are identified and addressed early in the process.

2. Cost Modeling & Estimation:

We use ICE (MC²) to develop accurate, market-based cost models and verify them using PERT and Monte Carlo simulations. These tools evaluate best-case, worst-case, and most-likely outcomes across thousands of iterations, producing a data-driven GMP with a quantified confidence level that reduces uncertainty and improves cost and schedule predictability.

3. Risk Analysis & Contingency Planning:

Concurrent with cost modeling, we conduct a thorough risk analysis to identify potential financial, technical, and operational risks. These are prioritized based on probability impact assessments, and appropriate contingencies are included in the GMP, directly aligned with the risk profile.

4. Subcontractor & Supplier Bids:

As part of the GMP development process, bids from subcontractors and suppliers will be solicited and evaluated. This ensures that the GMP is based on the most competitive and realistic pricing available in the market. Our procurement team will negotiate terms with these parties to secure favorable rates and contract conditions that will be reflected in the GMP.

5. Integration of Owner's Contingency:

An Owner's Contingency will be integrated into the GMP to cover unforeseen costs beyond the identified risk. This contingency acts as a financial buffer to ensure that the project remains within budget despite unexpected expenses.

6. GMP Presentation and Approval:

Once developed the GMP package will be presented to the County for review and approval. This package will include a detailed breakdown of costs, assumptions, exclusions, the basis of the estimates, and the associated risks and contingencies. We will provide a comprehensive explanation of the factors influencing the GMP to ensure transparency and foster trust.

7. Continuous Monitoring & Adjustments:

After the GMP is approved, we will continue to monitor project costs and scope changes closely. The GMP may be adjusted only if mutually agreed upon changes to the project scope occur. Regular financial reports will be provided to the County, maintaining transparency and enabling proactive management of the project budget.

Owner's Direct Purchase Approach

Vogel Bros. fully supports Polk County's Owner's Direct Purchase (ODP) program and will implement a simple, transparent, and well-coordinated process that maximizes sales tax savings while maintaining schedule efficiency. During preconstruction, we will identify all materials and equipment that qualify for ODP—typically major electrical gear, pumps, process equipment, and high-value materials—and clearly flag them in our estimates and procurement plans.

All subcontractors will be required to provide pricing with sales tax separated, allowing Polk County to issue direct purchase orders while Vogel Bros. manages all coordination. We will maintain a single ODP tracking log that documents vendor quotes, PO numbers, delivery status, tax savings, and installation responsibility. Although materials are purchased directly by the County, Vogel Bros. retains full responsibility for receiving, inspecting, storing, and installing all ODP items to ensure warranty compliance and uninterrupted workflow.

Our ODP process provides Polk County with:



**Maximum
achievable sales tax
savings**



**Clear documentation
and audit-ready
transparency**



**No impact to
schedule, quality, or
operational continuity**

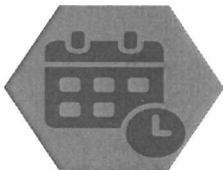


**Seamless integration
with subcontractor work
scopes**

Construction Services (Approach to Management and Construction)

Management of Construction

During construction, Vogel Bros. will implement a disciplined, transparent, and highly coordinated management approach that ensures the work is executed safely, efficiently, and in full alignment with Polk County's operational needs. Our process integrates proactive field management with robust project controls to maintain cost, quality, and schedule certainty throughout the life of the project. We begin by deploying a dedicated on-site leadership team, including a full-time superintendent and construction manager, supported by our preconstruction, project controls, safety, and quality departments. This team will plan, sequence, and oversee all construction activities, ensuring that critical tie-ins, system shutdowns, bypass operations, and commissioning tasks are performed with minimal disruption to ongoing plant operations. To maintain alignment across all stakeholders, Vogel Bros. utilizes an Integrated Project Controls framework, which combines schedule analysis, earned-value monitoring, QA/QC inspections, and real-time risk assessment. This system allows us to:



Provide frequent status reports supported by progress measurements and schedule forecasting



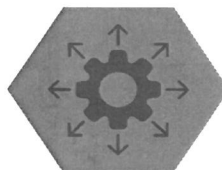
Assess results from EVM and QA/QC activities, implementing corrective or preventive actions when needed



Monitor the status of project risks and update mitigation strategies proactively



Track the implementation of approved changes to ensure seamless integration into the overall project plan



Compare actual performance against planned performance, using earned-value metrics to quickly identify variances



Ensure the project remains aligned with the County's goals, budget constraints, and operational priorities

Daily coordination meetings, weekly progress updates, and monthly progress reports create clear, predictable communication channels between Vogel Bros., Polk County Utilities, and the design teams. All RFIs, submittals, and field directives will be managed through a single digital platform, Procore, to ensure accuracy, traceability, and timely resolution.

Construction Services

At Vogel Bros. efficiency and quality are not just goals, they are the standards we live by. Our construction service aer streamlined through advanced planning and cutting-edge technology, ensuring that every project is completed on time, within budget, and above expectations. This commitment to excellence allows us to not only meet the demands of the project, but also add value to our client's operations, enhancing long-term functionality and satisfaction.

Maintenance of Process & Operations Ensuring Operational Integrity

The maintenance of plant operations (MOPO) is one of the most critical risks faced by any water/ wastewater facility project. At Vogel Bros. we recognize the significant impact construction activities can have on the functionality of a facility. Our team brings extensive expertise and a deep understanding of water/ wastewater infrastructure operation and management to ensure that operations remain fully functional throughout the construction process.

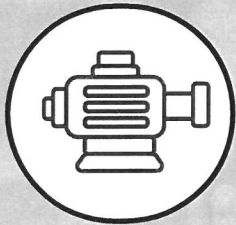
Proactive MOPO Planning

Our approach to MOPO begins at the very onset of the design phase. By integrating MOPO considerations early, we can identify and plan for any activities that may require special attention to maintain operational continuity. All such activities are meticulously logged in a dedicated MOPO log, ensuring no detail is overlooked. This proactive strategy includes the development of a conceptual construction sequencing and phasing plan, which is later refined into detailed MOPO plans for each identified task.

“Vogel Bros. ensures seamless operations with proactive MOPO planning. integrating risk assessments and constructability reviews throughout the project lifecycle. Our targeted mitigation strategies anticipate challenges and maintain operational integrity, exemplifying our commitment to project excellence and reliability.”

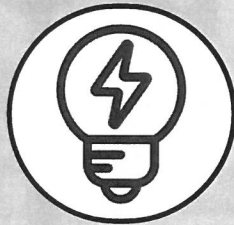
Addressing Typical MOPO Challenges

Our team has identified several critical MOPO challenges



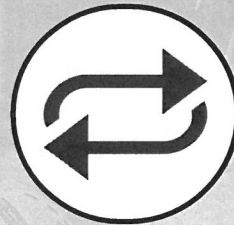
Tie-Ins to Existing Facilities

We plan to procure and install state-of-the-art bypass pumping systems complete with robust monitoring and backup capabilities. These installations will be carefully coordinated during periods of low flow to minimize disruption to ongoing operations.



Startup & Commissioning

Interconnections between process piping will be equipped with the necessary valving to allow flexible operation between existing and new process units. This setup provides a reliable means for operations to revert to old units temporarily should any issues arise during the startup and commissioning of new units.



Switching Equipment Loads to New Systems

A newer power source and duct bank system will be proposed to facilitate seamless construction sequencing. This system will be designed to minimize downtime by allowing a smooth transition of switching operational loads from existing gear. This allows new equipment to be integrated without interrupting operations.



Process Modifications

To maintain treatment capabilities, each process unit will be modified one at a time.

Start-Up, Commissioning & Quality Management

Vogel Bros. follows a structured, three-phase commissioning and quality program designed to verify that all equipment, systems, and controls are installed correctly, function as intended, and meet all regulatory and performance requirements. Our approach emphasizes transparency, documentation, and collaboration to ensure a smooth transition from construction to operation.

Pre-Commissioning

This phase establishes the foundation for a successful startup through early coordination and verification activities:

System Control Configuration Meetings:

Confirm compatibility between new equipment and existing systems to ensure seamless integration.

Factory Acceptance Testing:

Validate equipment performance and compliance before shipment.

Preliminary O&M Manuals:

Provide operational teams with early familiarity of system requirements.

Commissioning Schedule:

Defines the sequence and timeline for all commissioning tasks.

Training Plan and Schedule:

Prepares operational personnel for training through structured educational material hands-on training.

Commissioning

During commissioning, systems undergo functional testing to confirm readiness and performance:

System Operation Readiness Test (ORT):

Verifies systems are installed correctly and ready for service.

Functional & Performance Test (RPT):

Confirms systems meet the design intent and operational criteria.

Training:

Classroom and field training sessions ensure operators are confident and prepared.

Troubleshooting:

Vogel Bros. specialists support issue resolution to maintain schedule and ensure compliance.

Post Commissioning:

Final documentation and long-term operational readiness are established:

Commissional Report:

Compiles ORT/FPT data and verifies all systems perform as designed.

Finalization of O&M Manual:

Updated with real-world testing results and final manufacturer input.

Training Documentation:

Provides recorded sessions and materials for future reference.

Operational Assistance:

Vogel Bros. remains available to support the County during early operation.

Quality Management

Vogel Bros. maintains a comprehensive quality control framework to ensure all work meets project specifications, regulatory requirements, and the County's expectations.

Quality Oversight

Quality Compliance Audits: Regular internal and external inspections verify adherence to specifications and regulatory standards.

Transparency & Collaboration: All QA/QC documentation—logs, matrices, and reports—is accessible to the full project team to support coordinated decision-making.

Quality Tools & Techniques.

Design Review Logs: Track observations and feedback during design reviews and document resolution actions.

Requirements Traceability Matrix: Maps all design and construction requirements to final deliverables to ensure full compliance.

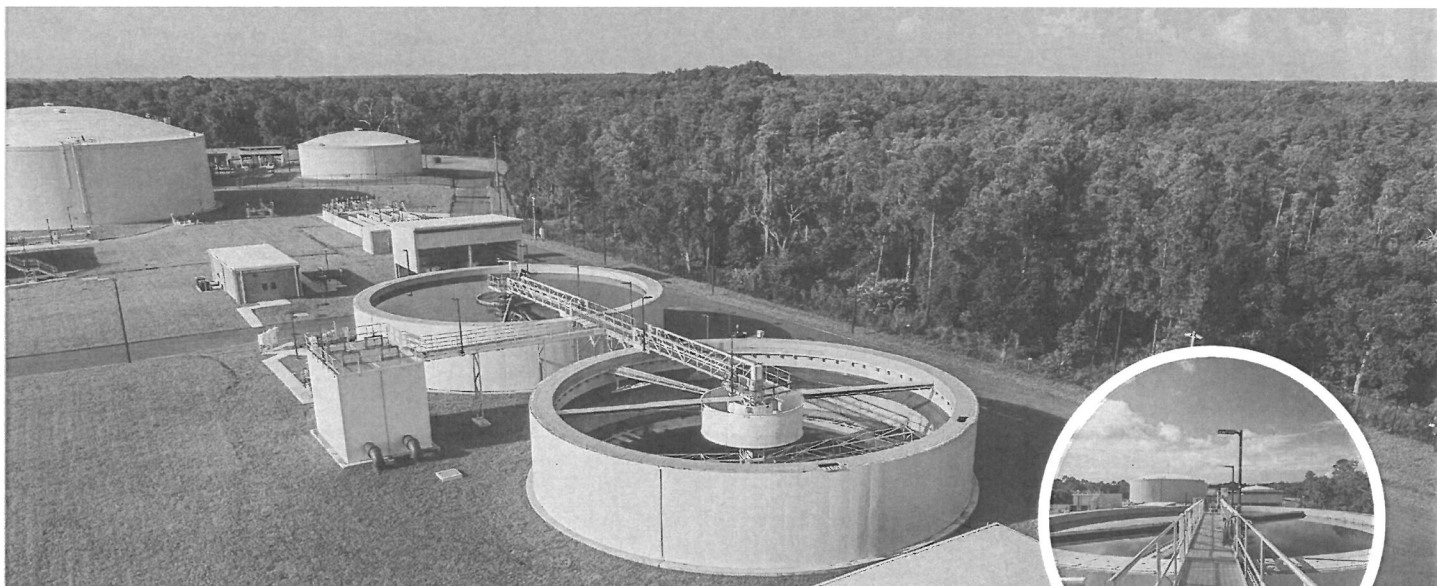
Document Tracking Log: Maintains a complete record of project documentation, reducing delays and ensuring schedule adherence.

Corrective Action Procedures: Identifies and resolves issues quickly to maintain quality and prevent rework.

“Our commissioning and quality management processes ensure systems are thoroughly tested, operators are fully prepared, and all project documentation is complete and accurate. Through structured activities, transparent communication, and rigorous verification, Vogel Bros. delivers facilities that perform reliably on day one and continue to do so throughout their lifecycle.”



Tab 3 Experience & Expertise, Personnel & Technical Resources



Sunbridge WRF, CMAR

Tavistock Development/ TOHO Water Authority

Vogel Bros. was selected by Tavistock Development/ TOHO Water Authority for the Sunbridge WRF project, demonstrating our capability in managing large-scale infrastructure projects. The project involves a comprehensive plan to build the WRF in three phase, with the provision of preconstruction services during the design and permitting phases.

Key Project Features

- Phased Construction Approach:** Initiated with a design to employ DAVCO units within future clarifiers. the project strategy evolved to constructing treatment trains for up to 3.5 MGD with pump capabilities of 1 MGD as a more resource-efficient solution.
- Advanced Treatment Systems:** The WRF features a headworks, Modified Ludzack-Ettinger (MLE) process, secondary clarifiers, phosphorous precipitation, cloth media filters, a chlorine contact basin, reclaimed water storage and pumping system, reject tanks, solids dewatering, and an aerated solids storage basin.
- Complex Mechanical Installations:** The project included the installation of intricate mechanical process piping, ranging from smaller diameters up to 36-inch, crucial for the plant's operation.

Project Significance

Sunbridge WRF is not only a critical infrastructure project but also strategically important due to its locations in the Lake Okeechobee Watershed, necessitating compliance with the new nutrient limits imposed by the Lake Okeechobee Basin Management Action Plan (BMAP)

Key Highlights

- Capacity Planning
- Technological Integration
- Budget Management
- Effective Collaboration

Project Details

Owner:

Tavistock Development/ TOHO

Reference:

Chris Wilson
Senior Project Manager
P: (407) 466 -4570
E: cwilson@tavistock.com

Delivery Method:

CMAR

Size:

3.5 MGD

Project Budget:

Original: \$36,086,165

Final: \$37,086,763*

*Additional scope added by owner covered from project contingency

Schedule

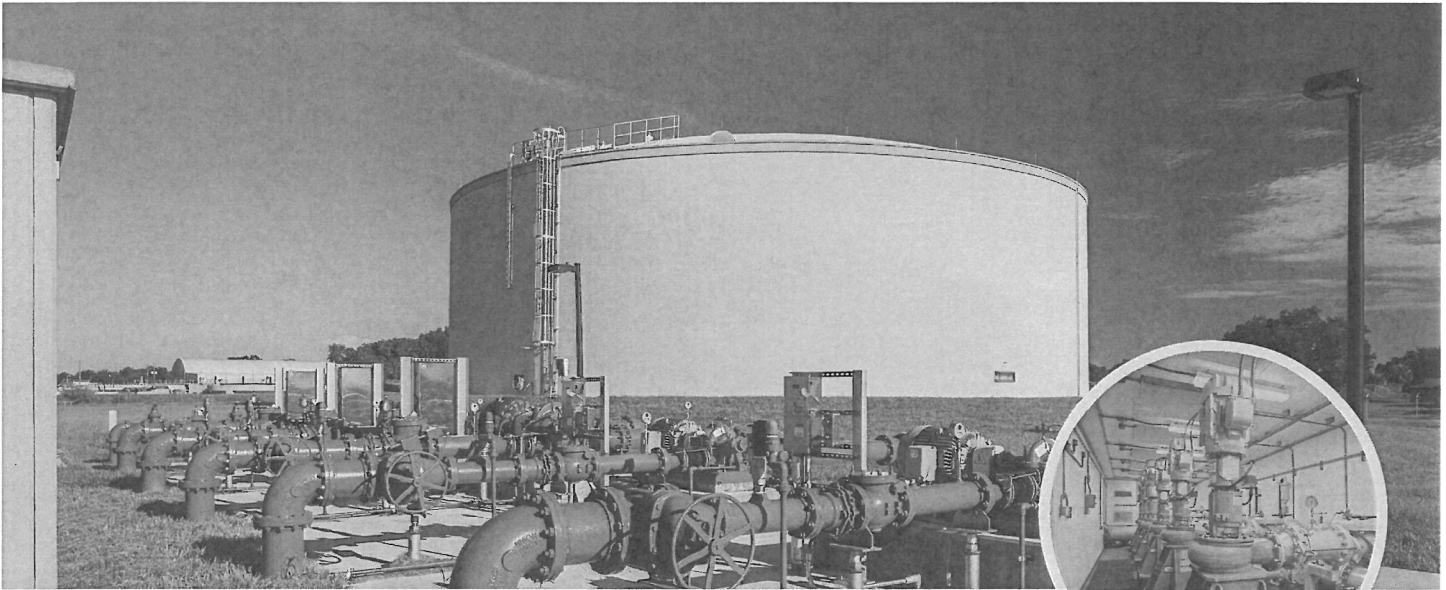
Original: 655 calendar days

Final: 655 calendar days

Completed in 2023

Team

Darren Vogel, PE, Precon Manager
Andrew Decker, PM
Rodney Ricketts, Superintendent
Brian Veal, Estimator



Haines City WWTP, CMAR

City of Haines City

The project consists of the Construction Manager at Risk (CMAR) delivery of the Haines City WWTP Expansion, a critical facility owned and operated by the City of Haines City. The project will expand the facility's permitted capacity from 3.0 MGD to 6.0 MGD to meet growing demand. Drawing on our extensive experience with alternative delivery methods, Vogel Bros. is leading the construction for phase 1 and the preconstruction for phase 2 through close collaboration with the City to align priorities, control budget expectations, and proactively mitigate risks, ensuring a seamless transition into construction and long-term project success.

Key Project Features

- Expansion to 6.0 MGD Capacity:** Increase the facility's permitted capacity from 3.0 MGD to 6.0 MGD to accommodate future growth.
- New 5 Stage BNR Process:** Incorporates advanced biological nutrient removal with aeration, internal recycle, and chemical feed systems.
- Upgraded Secondary Clarification:** Adds new clarifier structure, scum removal, and sludge pumping to enhance solids separation.
- Reclaimed Water Storage Tank:** Includes a new 3.0 MG reclaimed water storage tank with transfer pumping system.
- Enhanced Headworks and Screenings:** Provides a new headworks with screening and grit removal to improve preliminary treatment performance.

Project Significance

The Haines City Wastewater Treatment Plant Expansion is a vital infrastructure initiative that will increase the facility's treatment capacity from 3.0 MGD to 6.0 MGD, positioning the City to meet future growth demands while maintaining regulatory compliance and service reliability. This project strengthens operational resilience through the integration of advanced biological nutrient removal (BNR), modernization of core process systems approach, the City is proactively addressing future need and enhancing long-term environmental and economic needs.

Key Highlights

- Future Ready Capacity Expansion
- Operational Continuity Planning
- Integrated Preconstruction

Project Details

Owner:

Haines City

Reference:

Vickie Ramsier
Special Projects Manager
P: (863) 421 - 9961 Ext. 5251
E: vickie.ramsier@hainescity.com

Delivery Method:

CMAR

Size:

6.0 MGD

Project Budget:

Phase 1

Original: \$62,039,610

Final: \$62,039,610

Phase 2

Original: \$771,220

Final: \$771,220

Schedule

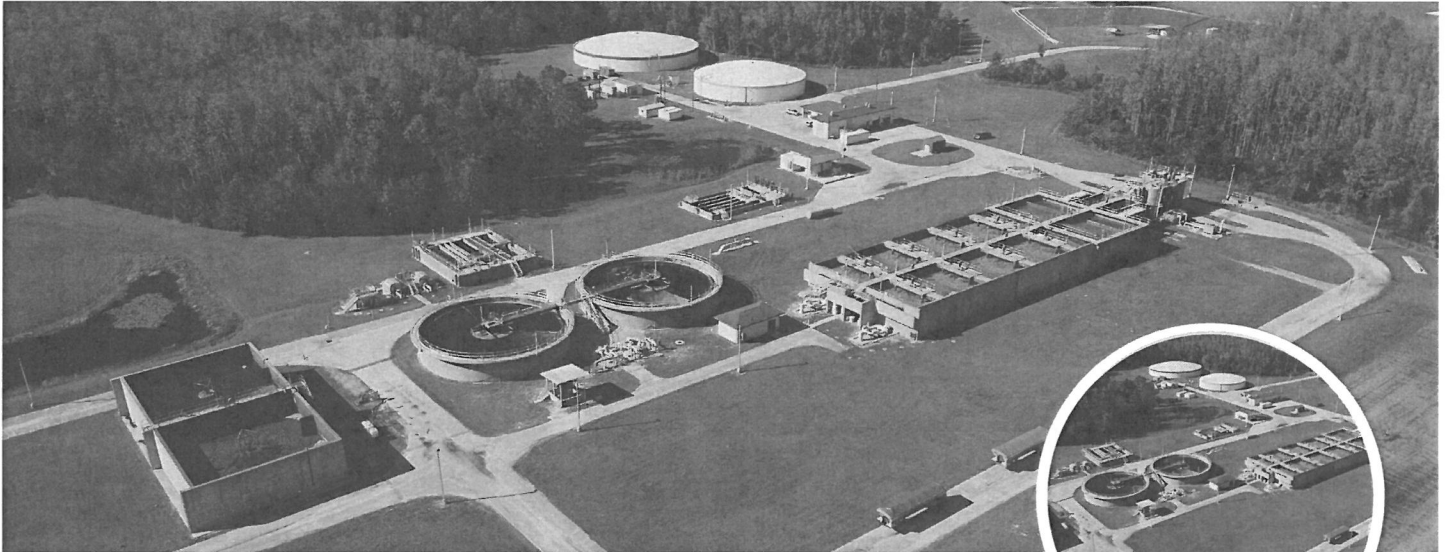
Original: 1400 calendar days

Final: 1400 calendar days

Not Completed

Team

Darren Vogel, PE, Project Exe.
Ibzan Ortiz, PE, PMP, Precon Director
Ivan Martinez, PR, Precon Manager
Christian Spires, Const. Manager
Luis Morales, Superintendent
Brian Veal, Estimator



Land O'Lakes WWTP Expansion, Progressive Design Build Pasco County

The Land O' Lakes Wastewater Treatment Plant Expansion is a major Progressive Design-Build (PDB) project increasing the facility's capacity from 3.5 MGD to 5.0 MGD AADF and modernizing key treatment systems to support rapid regional growth. Vogel Bros. Building Co. serves as the Design-Builder, providing preconstruction leadership, design coordination, estimating, constructability reviews, schedule planning, risk management, and GMP development for this complex, multi-phase expansion of an active Class I facility.

Key Project Features

- Treatment Process Improvements:** New Disk Filters to be installed within the existing traveling bridge filters for expanded capacity and enhanced tertiary treatment, and effluent quality. New Clarifiers to increase hydraulic and solids-handling capacity. Biological Process Upgrades including new process basins, aeration improvements, and blower system replacement.
- Major Facility Additions:** New High Service Pump Station with upgraded pumping capacity, motor controls, and redundancy. New Dewatering Building with updated presses, polymer systems, and solids handling upgrades. New Headworks Structure with mechanical screening, grit removal, odor control, and improved influent flow management.
- Electrical, Controls & Site Improvements:** New MCCs, VFDs, and power distribution enhancements. SCADA upgrades and integration of all new facilities into plant controls. Site-wide HVAC, chemical system upgrades, stormwater improvements, and civil enhancements.

Project Significance

This expansion is a signature investment for Pasco County Utilities, improving capacity, reliability, and long-term compliance with future regulatory standards. Vogel Bros.' leadership in the PDB framework provides cost certainty, integrated risk management, and seamless transition from design to construction. This project reinforces Vogel Bros.' expertise in large, complex water/wastewater facility expansions executed within fully operational treatment environments.

Key Highlights

- Progressive Design Build
- Process Modification
- Facility Expansion

Project Details

Owner:

Pasco County

Reference:

Matt Wetherington, PE
Engineering & Contracts
P: (813) 235 -6189 Ext. 6937
E: mwetherington@
pascocountyfl.com

Delivery Method:

Progressive Design Build

Size:

5 MGD

Project Cost:

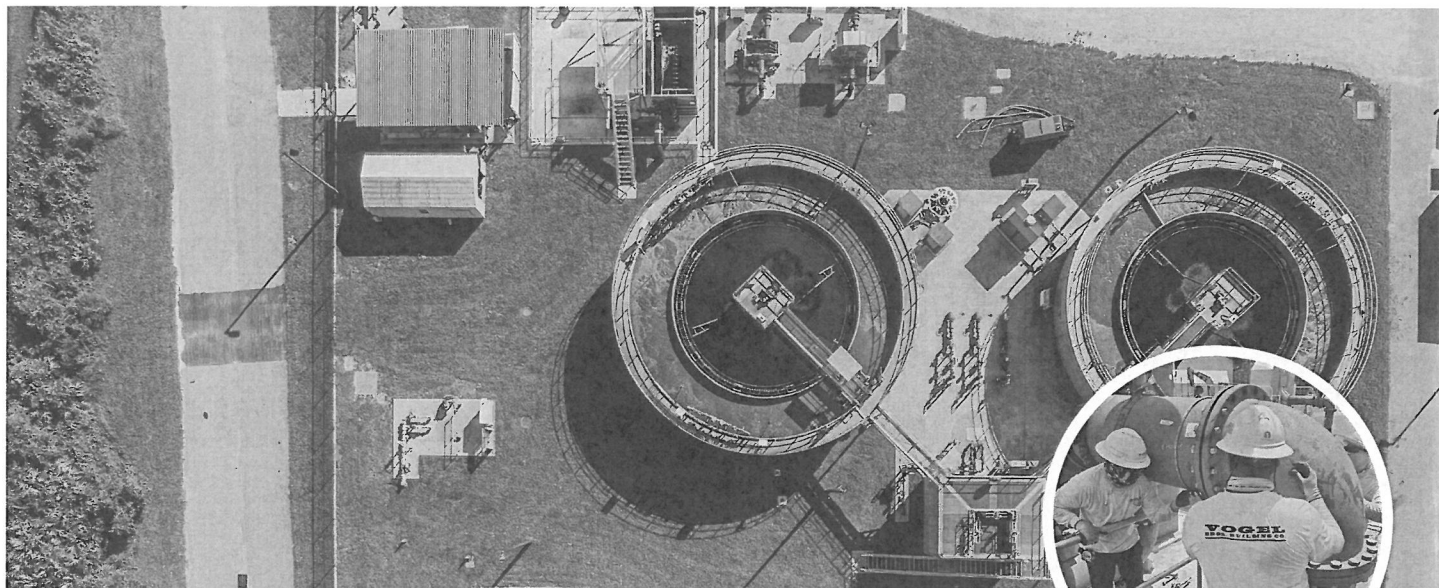
\$120,000,000

Completion:

70% Design Completed.
Currently Negotiating GMP.
Estimated Completion 2029

Team

Ibzan Ortiz, PE, PMP, Design-Build Manager
Ivan Martinez, PE, Precon Manager
Jason Courtney, Const. Manager
Mike Brown, Superintendent
Brian Veal, Estimator



Harmony WRF Expansion, CMAR

TOHO Water Authority (TWA)

Vogel Bros. was selected by TOHO Water Authority under the CMAR continuing services agreement for the Harmony Water Reclamation Facility Expansion. This project required significant preconstruction services due to various site uncertainties, reflecting Vogel Bros.' strong capabilities in adapting to complex conditions and guiding project design and execution.

Key Project Features

-  **Facility Expansion:** Expansion of the facility to increase capacity to 0.75 MGD, integrating advanced wastewater treatment technologies to address growing community needs.
-  **Infrastructure Enhancements:** Included the construction of a new 4 million gallon reject storage tank, modifications to existing aeration and pumping systems, and integration of a new effluent filtration system.
-  **Preconstruction Expertise:** Provide extensive preconstruction services, guiding the design process amidst numerous site uncertainties to ensure compliance with environmental and operational standards.

Project Significance

This project underscores Vogel Bros.' expertise in the expansion and upgrading of water treatment facilities, particularly in managing the preconstruction phase effectively amidst challenging site conditions. It highlights our ability to collaborate closely with municipal authorities and engineering firms to deliver projects that meet community and environmental needs.

Key Highlights

- Capacity & Compliance
- Innovative Solutions
- Project Delivery

Project Details

Owner:
TOHO Water Authority

Reference:

Lan Zhou, PE
Project Manager
P: (407) 944- 5027
E: lzhou@tohowater.com

Delivery Method:
CMAR

Size:
0.75 MGD

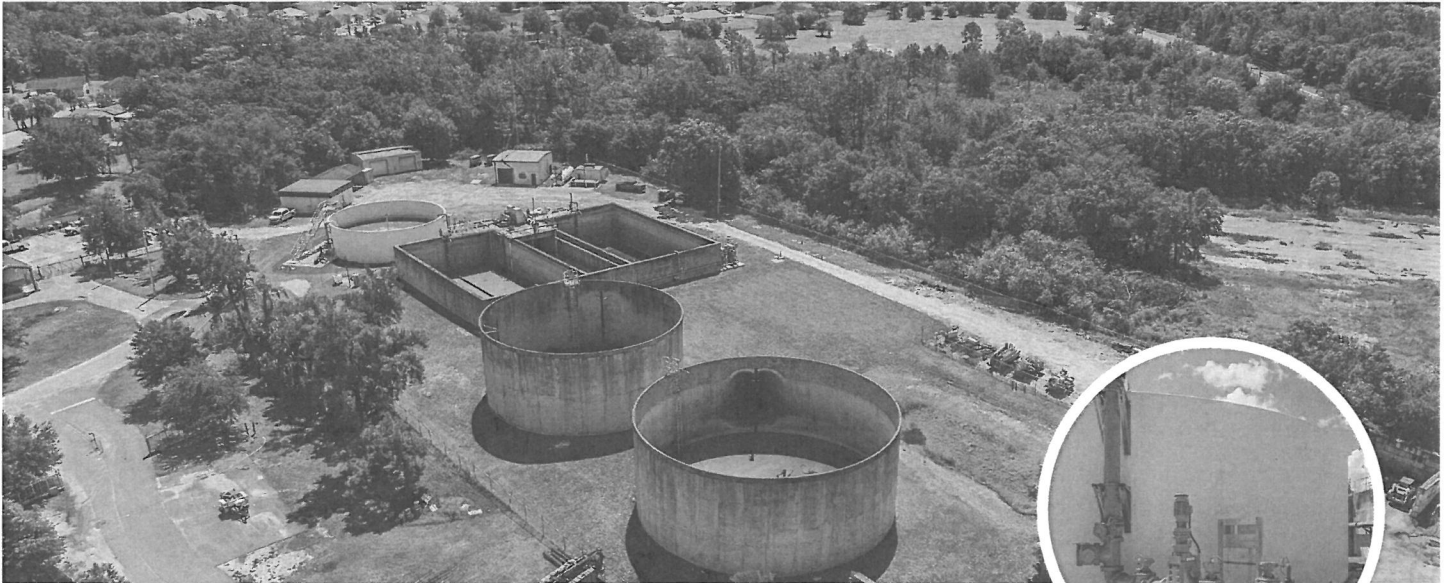
Project Budget:
Original: \$10,353,991
Final: \$9,890,420

Schedule

Original: 365 calendar days
Final: 375 calendar days
Completion: Oct 2025

Team

Darren Vogel, PE, Precon Manager
Brian Spaeder, Const. Manager
Carlos Barragan, Superintendent
Brian Veal, Estimator



Walnut WRF Decommissioning & Lift Station, CMAR

TOHO Water Authority (TWA)

Vogel Bros. was awarded the Walnut WRF Decommissioning & Lift Station Modifications under the TWA CMAR continuing services agreement. This complex project involved substantial preconstruction services to address numerous uncertainties at the site, demonstrating Vogel Bros.' adeptness in guiding design through challenging conditions.

Key Project Features

- Decommissioning & Modifications:** Comprehensive decommissioning of the Walnut Water Reclamation Facility, converting it into a wastewater flow equalization and pumping facility. This included the removal of existing equipment, concrete structures, and associated piping.
- Lift Station Upgrades:** Modifications of several off-site lift stations to enhance operational efficiency and capacity, crucial for maintaining system integrity across the network.
- Extensive Site Work:** Included earthwork, demolition, and installation of new infrastructure critical for the revamp facility's function, showcasing Vogel Bros.' capabilities in handling extensive site transformation.

Project Significance

This project underscores Vogel Bros.' expertise in wastewater facility transformation emphasizing our strength in preconstruction services that guide complex designs and construction amidst site uncertainties. This project's success illustrated our ability to adapt strategies and execution methods to meet specific project demands and regulatory compliance.

Key Highlights

- Adaptive Project Management
- Technical Proficiency
- Collaborative Expertise

Project Details

Owner:

TOHO Authority

Reference:

Lyndsey Austin
Senior Engineer
P: (407) 840-1532
E: laustin@tohowater.com

Delivery Method:

CMAR

Size:

2.0 MGD

Project Budget:

Phase 1

Original: \$3,974,198

Final: \$4,369,574

Net Change: \$ 395,376*

*Addition scope added by owner

Schedule

Original: 240 calendar days

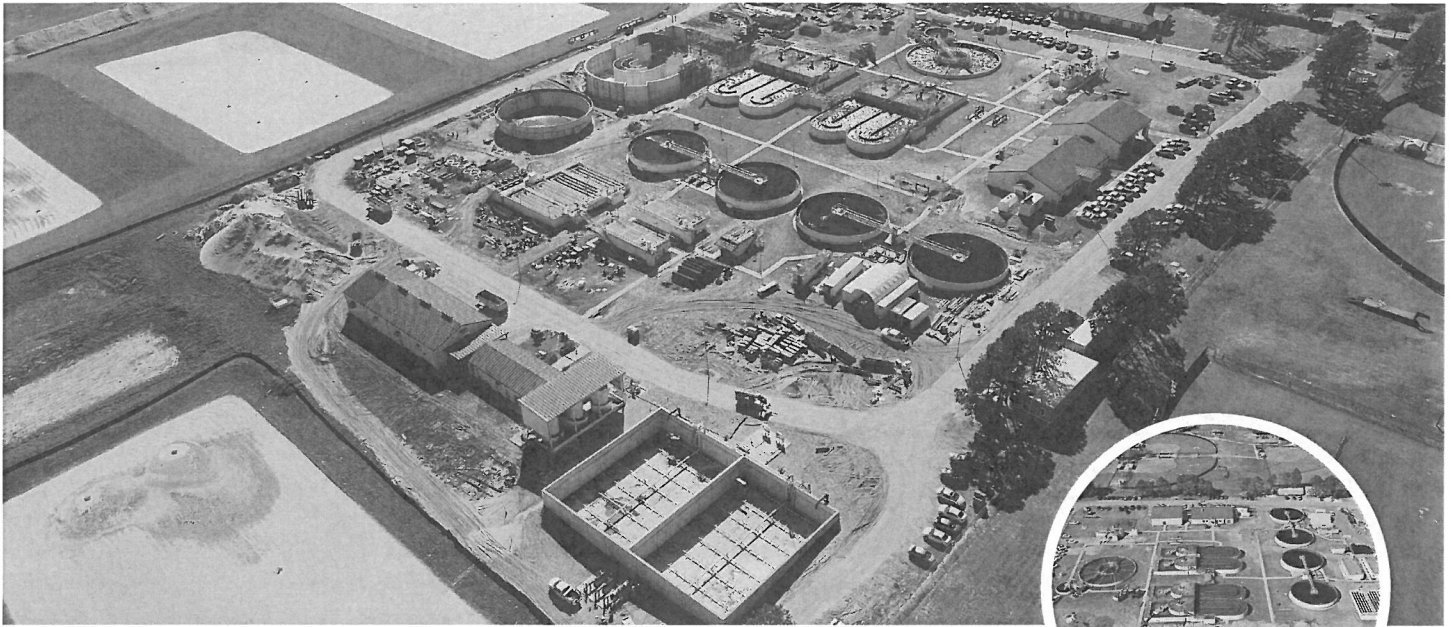
Final: 340 calendar days*

February 2025

*Additional scope added by owner

Team

Darren Vogel, PE, Precon Manager
Brian Spaeder, Const. Manager
Carlos Barragan, Superintendent
Brian Veal, Estimator



East Side WRF Expansion

City of Clermont

The Clermont East Water Reclamation Facility is a significant expansion from a capacity of 4.0 MGD to 6.5 MGD. This project encompasses a comprehensive upgrade and expansion, ensuring increased capacity and improved functionality. The total project scope involves constructing new structures, enhancing existing systems, and integrating advanced technology for efficient water reclamation.

Key Project Features

- New Headworks and Flow Equalization:** Construction of a new headworks structure integrated with a dual-chamber flow equalization basin, equipped with advanced mechanical and manual screening, grit removal, and odor control systems.
- Biological Nutrient Removal Reactor:** Construction of a new reactor featuring anoxic and aerobic compartments, complete with modern mixing and aeration equipment, and sophisticated control systems.
- Clarification Enhancements:** Addition of an 85 Foot diameter clarifier with a full suite of modern sludge and scum handling systems, designed for optimal effluent management.
- Aerated Sludge Holding Tank:** Construction of a new dual-chambered tank with advanced aeration and sludge handling capabilities.
- System Upgrades:** Replacement of critical pumping systems, introduction of new reclaimed water infrastructure, and extensive piping and valve enhancements.
- Infrastructure Improvements:** Comprehensive paving, grading, and stormwater management upgrades, along with structural, electrical, and instrumentation enhancements.

Project Significance

This expansion is pivotal in scaling up the facility's capacity to meet the growing needs of the community while incorporating state-of-the-art technology for sustainable water treatment. The project not only aims to enhance the operational efficiency of the Clermont East Water Reclamation Facility but also ensures compliance with environmental standards, reflecting a commitment to innovative and responsible water management practices.

Key Highlights

- Process Improvements
- Facility Expansion

Project Details

Owner:

City of Clermont

Reference:

Mark Griffin
Assistant Director, Public Service
City of Clermont
P: (352) 241-0178
E: Mgriffin@clermontfl.org

Delivery Method:

Traditional

Size:

6.5 MGD

Project Budget:

Original: \$44,300,000

Final: \$44,873,383.13

Net Change: \$573,383.13*

*Additional scope added by owner

Schedule

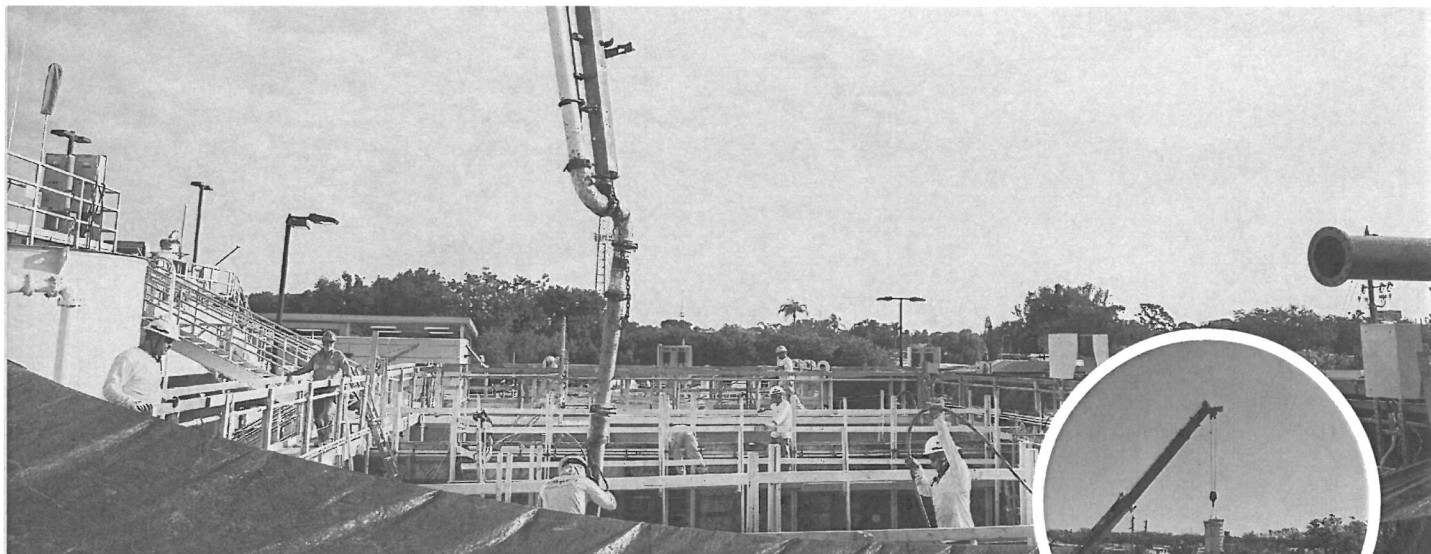
Original: 922 calendar days

Final: 915 calendar days

Completion: 2025

Team

Darren Vogel, PE, Project Exe.
Andrew Decker, PM
Mike Brown, Superintendent
Brian Veal, Estimator



Mid County WWTP MBR Improvements

Nexus Water Group

Vogel Bros was selected by Nexus Water Group, to expand the capacity and improve treatment process on the domestic wastewater treatment facility Mid-County WWTP. The focal point for the Mid-County WWTP project is the **Membrane Bioreactor (MBR)**. The MBR process is advanced wastewater treatment technology that exceeds in nutrient removal while maintaining a small footprint. The membranes are submerged in activated sludge, and treated water is separated from sludge by means of physical filtration. This technology increased plant capacity from 0.9 MGD to 1.2 MGD while simultaneously reducing the overall footprint.

Key Project Features

-  **Reduced Footprint:** Two clarifiers and four denitrification filters were replaced with four MBR's, resulting in a net reduction of impervious surface area on site.
-  **Capacity Increase:** Capacity of the facility is increased to 1.2 MGD with the integration of MBR technology.
-  **Infrastructure Enhancements:** Included rehabilitation of EQ tanks and pump station, conversion of aeration basins to full process trains with mixers and aeration equipment, convert sludge holding tanks and CCC, install new dewatering system and rehabilitate CCC

Project Significance

This project underscores Vogel Bros.' expertise in the expansion and upgrading of wastewater treatment facilities, particularly in installation and commissioning of advanced treatment technology. It highlights our ability to collaborate closely with municipal authorities and engineering firms to deliver projects that meet community and environment needs.

Key Highlights

- Capacity & Compliance
- Innovative Solutions
- MBR Technology

Project Details

Owner:

Nexus Water Group

Reference:

Cesar Pastrana
Project Manager
P: (407) 773 - 1693
E: cesar.pastrana@nexuswg.com.

Delivery Method:

Traditional

Size:

1.2 MGD

Project Budget:

Original: \$22,090,018

Final: \$22,090,018

Project is 95% complete without changes

Schedule:

Original: 750 calendar days

Final: 660 calendar days

Completion: Jan. 2026

Team

Darren Vogel, PE, Project Exe.
Gage Vincent, PM
Mike Brown, Superintendent
Brian Veal, Estimator



Andrew Decker

Project Executive, Operations Team

Availability
50%

Andrew possesses over 14 years of extensive experience in the water and wastewater industry, demonstrating expertise in construction management and quality control. His broad skill set ensures that projects not only meet stringent quality standards but also achieve operational excellence from start to finish.

Role: As the Project Executive, Andrew Decker is responsible for overseeing all project phases, ensuring the project adheres to strategic objectives, budget, and timelines. His extensive background in managing complex projects is critical in ensuring that technical specifications and operational requirements are met.

Project Experience

Wesley Center WWTP Rehabilitation & Expansion, Pasco County, FL:

As Project Manager and QA/QC Specialist, Andrew directed the \$30M expansion of the Wesley Center WWTP, enhancing treatment capacity to 9 MGD. His role involved managing the integration of cutting-edge treatment technologies and supervising extensive infrastructure modifications. His leadership ensured the project adhered to the highest quality standards and operational efficiencies, significantly boosting the plant's capabilities.

Manatee Biological Treatment Unit (BTU), Manatee County, FL:

Andrew served as the Project Manager for the construction of advanced biological treatment enhancements at the Manatee BTU. This project focused on implementing complex systems designed to improve water quality and enhance system efficiency. His effective management and strategic oversight were pivotal in navigating the project's challenges and ensuring successful implementation.

Sunbridge Water Reclamation Facility, Toho/Tavistock Development (CMAR):

As Project Manager and Quality Control Specialist, Andrew led both preconstruction services and construction GMP for the Sunbridge WRF, a \$36M project designed to process 3.5 MGD. He meticulously ensured that all construction phases complied with stringent quality standards, from initial ground-breaking through to final commissioning. His proactive approach to quality control and his ability to coordinate with diverse teams facilitated a seamless transition between project phases, ensuring a high standard of construction and operational readiness.

Manatee Co. Equalization Tank Project, Manatee County, FL:

In his role as Project Manager, Andrew led the rehabilitation of a 15 MGD facility, focusing on enhancing nitrogen removal capabilities. He developed innovative construction sequencing plans that allowed for continuous plant operation during upgrades. His strategic planning and adaptability ensured the project met its goals without disrupting the existing plant operations, demonstrating his skill in managing complex wastewater treatment projects.

Sunbridge WTF, Toho/Tavistock Development:

Construction of a new 1 MGD expandable to 7 MGD water treatment facility. The plant uses a Ozone treatment process and Includes liquid oxygen (LOX) storage and delivery system, ozone generators, power supply units, cooling water systems, side stream injection system, ozone dissipation chambers, and ozone destruct units.

East Side WRF Expansion, City of Clermont, FL:

As Project Manager, Andrew Decker is currently overseeing the expansion of the Clermont East Water Reclamation Facility, a significant initiative aimed at increasing the plant's capacity from 4.0 MGD to 6.5 MGD. This project includes the construction of additional infrastructure and integration of advanced treatment technologies to meet the growing demands of the community. Under Andrew's leadership, the Clermont East WRF is set to significantly boost its operational capabilities, providing enhanced wastewater treatment services to meet future regulatory demands and community needs. His comprehensive management approach and commitment to excellence ensure that the project not only meets but exceeds expectations, establishing a new benchmark for similar facilities in the region.

BASIS OF SELECTION

- **Project Management:**
Expertise in overseeing projects from inception to completion, ensuring all phases meet industry and safety standards.
- **Quality Assurance:**
Proficient in leading quality control efforts, from preconstruction services to final owner inspections.
- **Client and Team Coordination:** Skilled in maintaining excellent client relations and leading cross-functional teams to successful project delivery.

EDUCATION

B.S., Construction Management, Brigham Young University of Idaho

CREDENTIALS

Occupational Safety & Health Administration (OSHA) Safety Training, 30-hour course

American Red Cross First Aid and CPR Training

Safety Trained Supervisor Certification

AGC Project Management Course

YEARS OF EXPERIENCE

14 Years

11 Years - Vogel Bros.



Ibzan Ortiz, PE, PMP

Preconstruction Director, Preconstruction Team

Availability
100%

Ibzan brings over two decades of dedicated experience in water and wastewater infrastructure management. With a strong background in both design and construction, he specializes in leading complex projects through all phases from inception to completion, ensuring technical precision and operational efficiency.

Role: As the Preconstruction Director for this project, Ibzan will leverage his profound industry knowledge and project management expertise to guide the project through critical preconstruction activities. He will ensure that planning, design, and cost estimation are seamlessly integrated, setting a solid foundation for the construction phase to meet all project goals within the designated timelines and budgets.

Project Experience

Land O Lakes WWTP Rehabilitation & Expansion, Progressive Design Build, Pasco County, FL: As the Design Build Manager, Ibzan is playing a pivotal role in overseeing a \$120M expansion project that is upgrading the facility to enhance treatment capacity and improve process efficiency. He is actively managing the integration of cutting-edge treatment technologies and coordinating with multidisciplinary teams to ensure seamless execution from design through construction.

Embassy Hills WWTP Improvements, CMAR, Pasco County, FL:

As Project Manager/ Preconstruction Manager, Ibzan led a comprehensive \$25M infrastructure improvement project. His responsibilities included managing the design phase, overseeing construction activities, and ensuring that all renovations and new constructions met stringent environmental and safety standards. His strategic planning and effective stakeholder engagement resulted in the project being delivered on time and within budget, with enhanced system reliability and performance.

Wesley Center WWTP Rehabilitation & Expansion, Pasco County, FL:

In this \$30M project, Ibzan directed both the preconstruction and construction phases, focusing on expanding the facility's capacity while integrating advanced biological treatment technologies. His leadership ensured that project milestones were met, while his innovative approach to project delivery improved treatment processes and operational efficiency at the plant.

Sulphur Springs Pump Station Rehabilitation, Progressive Design-Build, City of Tampa, FL:

As Preconstruction Director, Ibzan leads the front-end planning and delivery strategy for this \$60M pump station rehabilitation project. He directs all estimating, risk evaluation, constructability reviews, and early procurement planning to support the project's technical and operational goals. Ibzan works closely with the design team and City of Tampa staff to align scope, schedule, and budget, while guiding the integration of high-efficiency pumping technologies and critical system upgrades. His leadership ensures a smooth transition from design development into construction and supports a reliable, long-term solution for one of Tampa's most important pumping facilities.

Haines City WWTP Expansion to 6.0 MGD, CMAR, Haines City, FL:

As Preconstruction Director for the Haines City WWTP Expansion, Ibzan Ortiz orchestrated the preconstruction activities for this CMAR project, skillfully expanding the plant's capacity to 6.0 MGD. His role involved detailed planning, stakeholder engagement, and rigorous cost management, ensuring the design was optimized for both efficiency and compliance. Ibzan's strategic oversight facilitated seamless integration of advanced wastewater treatment technologies, significantly enhancing the facility's capabilities and sustainability. His proactive risk management and effective coordination among diverse teams ensured that the project objectives were met within the projected budget and timelines, setting a new standard for municipal wastewater projects in the region.

BASIS OF SELECTION

- **Expertise in Water/ Wastewater Management:** Comprehensive knowledge of design, construction, and enhancements in water and wastewater projects.
- **Leadership in Alternative Delivery Projects:** Extensive experience with CMAR and design-build projects, ensuring efficient and collaborative project delivery.
- **Strong Project Controls:** Proficient in project planning, execution, cost management, and quality assurance.

EDUCATION

B.S., Civil Engineering -
Polytechnic University of Puerto Rico

CREDENTIALS

Professional Engineer (FL #81537,
PR #21300)

Project Management
Professional (PMP #2804913)

Qualified Stormwater
Management Inspector
(#38913)

OSHA 30-Hour Construction
Safety & Health

Advanced Primavera Project
Planner (P6)

YEARS OF EXPERIENCE

21 Years
3 Years - Vogel Bros.



Darren Vogel

QA/QC, Value Engineering & Constructability, Quality Team

Availability
50%

Darren brings over 18 years of in-depth experience in water and wastewater engineering and construction management to his role as QA/QC, Value Engineering & Constructability at Vogel Bros. His dual expertise in design and field execution positions him as a leader in ensuring project constructability, value engineering, and quality assurance across all phases.

Role: As QA/QC, Value Engineering & Constructability Lead, Darren will provide high-level technical and strategic oversight throughout the project. His responsibilities include evaluating design packages for constructability, leading value engineering sessions, and ensuring seamless integration of design and field execution. Darren's expertise will help identify potential challenges early, reduce rework, and deliver cost-effective, high-quality solutions that align with the County's project objectives.

Project Experience

Wesley Center WWTP Rehabilitation & Expansion, Pasco County, FL:

Construction of the \$30M project to expand the facility treatment capacity to 9 MGD. Project consisted of new headwork, conversion of the biological aeration system to bubble diffusers, new chlorine contact tank, conversion of the existing chlorination contact time to a backwash tank, new transfer pumps, high service pump station modifications, and all associated electrical and instrumentation & controls among others SCADA upgrades. Project was completed within the original contracted time while adding 10% to the contract via owner directed change orders.

Shady Hills WWTP Rehabilitation, Pasco County, FL:

The rehabilitation of the existing 14 MGD WWTP. Work included replacing equipment at the headworks, anoxic & aeration basins, mixed liquor splitter box, clarifiers, grease and septage facility, and high service pump station. Project included installation of several new and replacement of several existing MCC line ups.

Sunbridge Water Reclamation Facility, Toho/Tavistock Development (CMAR): Construction of the new \$36M 3.5 MGD WRF for Tavistock Development. The plant was be handed over to Toho Water Authority to own and operate. Vogel Bros. staff was selected to provide preconstruction services through the course of the design and contracted to a construction GMP at 90% design.

Doug Allen SBR Improvements, City of Bartow, FL:

Rehabilitation and expansion of an existing SBR WWTP from 4.0 MGD to 5.33 MGD. Vogel Bros. staff second EOR Chastain-Skillman completed the design build of a second treatment train while constructing the original scope of work.

Sunbridge WTP, Toho/Tavistock Development:

Construction of a new 1 MGD expandable to 7 MGD water treatment facility. The plant uses an Ozone treatment process. Including liquid oxygen (LOX) storage and delivery system, ozone generators, power supply units, cooling water systems, side stream injection system, ozone dissipation chambers, and ozone destruct units.

Manatee Equalization Tank Project, Manatee County, FL:

Rehabilitation and expansion of the front end of the Manatee North Water Reclamation Facility. The project included the construction of three new one million gallon glass lined tanks with compressed air mixing system and transfer pump station. Headworks modifications included a bypass to allow for the installation of new slide gates to allow for better isolation and operation.

BASIS OF SELECTION

- **Quality Oversight:** Leads QA/QC efforts, ensuring all design and construction elements meet or exceed technical, regulatory, and operational
- **Constructability Expertise:** Constructability reviews to identify risks, streamline design solutions, and optimize construction methods.
- **Value Engineering:** Facilitates VE workshops to deliver cost-effective solutions that enhance efficiency and maintain performance goals.
- **Client Relations:** Excels in building and maintaining strong relationships with stakeholders for project alignment and success.

EDUCATION

M.S., Civil Engineering -
University of Florida

B.S., Civil Engineering -
University of Florida

CREDENTIALS

Licensed Professional
Engineer, Florida

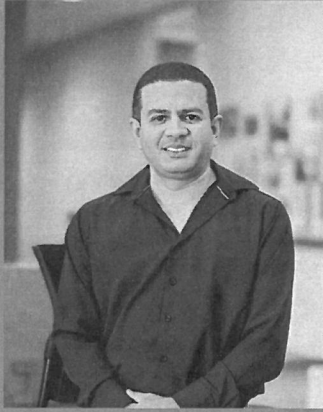
OSHA 30 Certified

First Aid and CPR Trained by
the American Red Cross

YEARS OF EXPERIENCE

18 Years

13 Years - Vogel Bros.



Ivan Martinez, PE

Preconstruction Manager, Preconstruction Team

Availability
100%

Ivan brings over two decades of specialized experience in water and wastewater infrastructure, with extensive background in collaborative project delivery. His expertise centers on delivering complex utility projects that integrate technical precision with real-world constructability, ensuring alignment with client goals, regulatory compliance, and long-term performance.

Role: As Preconstruction Manager for this project, Ivan will apply broad industry knowledge to lead critical early-phase services that drive project success. His responsibilities include facilitating collaborative milestone workshops, guiding constructability reviews, and developing transparent cost models that establish a solid foundation for project delivery. He will ensure that planning, design, development, and budgeting are seamlessly aligned, supporting the County's mission to deliver safe, efficient, and cost-effective water, wastewater, and reclaimed water infrastructure across their service area.

Project Experience

Sulphur Springs Pump Station Rehabilitation, Progressive Design Build, City of Tampa, FL:

As Preconstruction Manager, Ivan is playing a pivotal role in overseeing a \$60M rehabilitation project that is upgrading the facility to enhance the pumping capacity and long-term reliability. He is overseeing the implementation of high-efficiency pump technologies while working closely with diverse technical teams to ensure smooth progress from planning to project completion.

Haines City WWTP Expansion to 6.0 MGD, CMAR, Haines City, FL:

As Preconstruction Manager, Ivan leads early-phase services for the Haines City WWTP expansion, supporting the City's plan to increase treatment capacity from 3.0 to 6.0 MGD. Leveraging the CMAR delivery model, he oversees budgeting, design coordination, and milestone workshops to align project scope, cost, and schedule. Ivan collaborates closely with City staff, the design consultant, and operations to identify constructability enhancements and cost-effective solutions that support phased implementation. His role ensures a transparent GMP development process and sets the foundation for seamless transition into construction.

Southeast WWTP Improvements and Expansion, Pasco County, FL:

As Preconstruction Manager, Ivan was actively involved throughout the design and construction phases of the \$112 million Southeast WWTP expansion, which increases plant capacity from 3.0 to 6.0 MGD. During design, he worked closely with the engineering team to review technical submittals, assess constructability, and provide input to optimize phasing and minimize construction risks. In the construction phase, Ivan continued to support field teams by tracking design clarifications, coordinating with stakeholders, and helping ensure alignment between the design intent and execution.

Land O Lakes WWTP Rehabilitation & Expansion, Progressive Design Build, Pasco County, FL:

As Project Manager, Ivan led the delivery of the \$110M Land O' Lakes WWTP Expansion under a progressive design-build model. The project expands the plant capacity from 3.5 MGD to 5.0 MGD and upgrades the facility from an MLE process to AWT standards. Ivan guided early design decisions and conducted detailed design reviews to ensure alignment with operational goals and regulatory requirements. His leadership has been instrumental in advancing the project through phased development while maintaining a focus on long-term performance and constructability.

Wesley Center WWTP WAS Storage Improvements, Pasco County, FL: As Project Manager, Ivan oversaw the delivery of targeted improvements to the WAS storage tanks at the Wesley Center WWTP. The project included the design and integration of a new aeration system, featuring fine bubble diffusers and blowers, to enhance the system. His involvement included design reviews, coordination with engineering and operations, and ensuring constructability was maintained throughout the design process.

BASIS OF SELECTION

- **Expertise in Treatment Plant Improvements:** In-depth knowledge of water and wastewater facility expansions, process upgrades, and capacity boosting solutions.
- **Experienced in Alternative Delivery Projects:** Skilled in navigating design-build frameworks to streamline decision-making and deliver value from planning through construction.
- **Effective Project Controls:** Proficient in cost control, scheduling, and quality oversight to drive project success.

EDUCATION

B.S. Civil Engineering, Polytechnic University of Puerto Rico

CREDENTIALS

Professional Engineer (FL #78347)

Qualified Stormwater Management Inspector (#38912)

Advanced Primavera Project Planner (P6)

YEARS OF EXPERIENCE

20 Years

2 Years - Vogel Bros.



Gage Vincent, PE

Construction Manager, Construction Team

Availability
100%

Gage Vincent, PE is an experienced Construction Manager and licensed professional engineer with extensive hands-on expertise delivering water and wastewater infrastructure projects across Florida. His background spans field engineering, process system upgrades, mechanical installation oversight, startup coordination, and multidisciplinary construction management. Gage's technical foundation and practical field leadership make him a key asset in delivering safe, high-quality, and well-coordinated treatment facility improvements

Role: As Construction Manager for this project, Gage will lead day-to-day construction operations and ensure that all work is executed safely, efficiently, and in full compliance with project specifications, design intent, and regulatory requirements. He brings strong experience coordinating complex mechanical and process installations, managing subcontractor performance, overseeing sequencing for live-plant environments, and resolving field challenges in real time. Gage also integrates engineering judgment with field-driven solutions to maintain production, protect critical plant processes, and uphold quality standards. His clear communication style, proactive coordination with design teams, and commitment to schedule and safety support a smooth and successful CMAR delivery for Polk County.

Project Experience

Sulphur Springs Pump Station Rehabilitation, Progressive Design-Build, City of Tampa, FL: As Construction Manager, Gage plays a key leadership role in delivering this \$60M rehabilitation project focused on expanding pumping capacity and improving long-term system reliability. He oversees daily construction operations, including mechanical, structural, and electrical upgrades, and manages the installation of high-efficiency pumping technologies. Gage works closely with the design team, City of Tampa staff, and subcontractors to coordinate sequencing in a live operational environment, resolve field challenges, and maintain strict adherence to safety, quality, and schedule requirements. His engineering expertise and hands-on field management support a smooth, well-coordinated progression from early construction activities through final commissioning.

Lake Park Estates Pump Station No. 7, Design-Build, Sarasota County, FL:

As Construction Manager, Gage supported both the preconstruction and construction phases of this Design-Build project to deliver a new potable water booster station for Sarasota County. His responsibilities include coordinating field operations, overseeing the installation of the ground storage tank, booster pumps, chemical storage and dosing systems, and managing the associated mechanical, electrical, and controls work. Gage works closely with the design team to align constructability considerations with system performance requirements, while ensuring that construction activities remain safe, efficient, and compliant with project specifications. His strong technical background and leadership help maintain quality, schedule, and seamless communication throughout this multifaceted utility project.

Bradenton WWTP Solids Handling Facility Improvements, Bradenton, FL:

As Construction Manager, Gage supported the delivery of this solids-handling improvement project, which included full demolition of the existing dewatering and sludge-handling process equipment and installation of modernized systems to enhance operational reliability. The scope included replacement of the belt filter presses, new polymer blend and feed systems, horizontal screw presses, dewatered cake pumps, and associated process piping. Gage also oversaw the installation of new electrical and controls infrastructure and the construction of an exterior loading canopy structure. Working within an active 9-MGD treatment facility, he coordinated daily construction activities, ensured safe and efficient sequencing, and maintained strict compliance with project specifications and quality standards. His technical oversight helped deliver a well-integrated upgrade that improved solids management efficiency and long-term facility performance.

BASIS OF SELECTION

- **Project Management:** Proficient in leading projects from inception through completion, ensuring all operational phases align with project goals.
- **Quality Assurance:** Expert in overseeing construction quality, implementing stringent control measures throughout project lifecycles.
- **Client and Team Coordination:** Adept at fostering strong relationships with stakeholders, ensuring collaborative project delivery.

EDUCATION

B.S., Civil Engineering -
University of Florida

CREDENTIALS

Licensed Professional
Engineer, (PE) - Florida
(#90762)

Occupational Safety & Health
Administration (OSHA) Safety
Training, 30-hour course

American Red Cross First Aid
and CPR Training

YEARS OF EXPERIENCE

12 Years
12 Years - Vogel Bros.

David Morris

Superintendent, Construction Team

Availability
100%

David Morris brings over 20 years of hands-on experience constructing and upgrading water and wastewater treatment facilities throughout Florida. Over his career, he has excelled in superintendent and senior field-leadership roles, overseeing complex mechanical, civil, and process installations in active plant environments. David is known for his deep understanding of treatment plant operations, disciplined approach to field coordination, and strong communication with craft teams and plant staff. His consistent track record of delivering safe, efficient, and high-quality work makes him a dependable leader on technically demanding utility projects.

BASIS OF SELECTION

- **Site Supervision:** Skilled in managing all facets of construction site activities, ensuring adherence to project timelines and specifications.
- **Quality Control and Safety Management:** Implements stringent safety protocols and quality checks to maintain high standards throughout construction.
- **Team Leadership and Coordination:** Effective leader, capable of motivating and managing construction teams to achieve project goals.

CREDENTIALS

Occupational Safety & Health Administration

(OSHA) Safety Training, 30-hour course

FL Stormwater Inspection Certification

American Red Cross First Aid and CPR Training

Scaffold Regulation Training

NUCA Excavation

Safety Competent Person Training

YEARS OF EXPERIENCE

25 Years

8 Years - Vogel Bros.

Role: As Superintendent for this project, David will manage day-to-day field operations and ensure all construction activities are carried out safely, efficiently, and in strict accordance with project specifications and quality requirements. His experience supervising major wastewater process upgrades, coordinating multi-trade crews, and sequencing work in live operational facilities will be essential to maintaining continuity of service while improvements are constructed. David's proactive communication with the project manager, design team, subcontractors, and Polk County's operational staff will support seamless coordination throughout each phase of construction. His focus on constructability, safety, and compliance combined with his practical field expertise will help drive successful outcomes for both the Northwest and Southwest Regional WWTF Improvements.

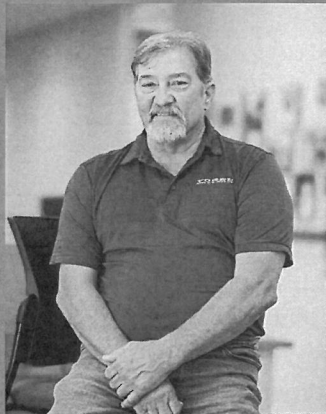
Project Experience

Louisiana Pump Station, City of Tampa, FL: As Superintendent, David led field construction activities for the comprehensive rehabilitation of this 50-MGD master pump station. He oversaw demolition of major mechanical and electrical components, coordinated the installation of new pumping systems, and managed all work under full bypass conditions to maintain continuous station operation. David coordinated multi-discipline crews, enforced strict safety procedures, and ensured each phase of construction met design intent, operational constraints, and high-quality standards within one of Tampa's most critical pumping facilities.

Cherry Hill Water Production Facility, FL: As Superintendent, David oversaw construction of this 3.12-MGD water production facility, managing installation of well pumps, chemical feed systems, storage reservoirs, and the high-service pump station. He directed daily field operations, coordinated multiple trades, and ensured work progressed safely and efficiently. David's strong mechanical background and attention to detail supported seamless integration of new systems and consistent compliance with performance, safety, and quality requirements.

Bradenton WWTP Solids Handling Facility Improvements, Bradenton, FL: As Superintendent, David oversaw field construction for this solids-handling upgrade at a 9-MGD wastewater treatment facility. He supervised demolition of existing dewatering systems and directed installation of new belt filter presses, polymer systems, screw presses, cake pumps, and extensive process piping. David also managed installation of new electrical and controls infrastructure and construction of an exterior loading canopy. His disciplined sequencing and coordination ensured safe operations and high-quality integration of the new solids-handling systems.

Sanford North WRF – BNR Improvements and Biosolids Upgrades, City of Sanford, FL: As Superintendent, David directed field construction for the conversion of a 7.3MGD Water Reclamation Facility to a Biological Nutrient Removal (BNR) treatment process. His responsibilities included overseeing complex tie-ins to existing treatment trains, managing mechanical and aeration system upgrades, and supervising installation of a solar biosolids drying system. Working in an active treatment environment, David ensured carefully sequenced execution, maintained plant operations, and upheld strict quality, safety, and regulatory standards.



Rodney Ricketts

Superintendent, Construction Team

Availability
100%

Rodney Ricketts brings over 32 years of extensive experience in water and wastewater infrastructure projects, excelling in supervisory roles that ensure high-quality, efficient, and safe project execution. His deep field knowledge and strong communication skills have consistently resulted in smooth operations, minimal disruptions, and projects completed on time and within budget. Rodney's dedication to clear communication with craft workers and operational staff ensures that every project aligns with client expectations and operational goals.

Role: As Superintendent, Rodney will oversee day-to-day construction activities, ensuring they are conducted safely, efficiently, and to the highest quality standards. His extensive experience in managing complex water and wastewater facilities, coupled with his proactive communication and problem-solving skills, will be essential in maintaining seamless coordination between project teams and Polk County's operational staff. Rodney's focus on constructability, safety, and compliance will ensure successful project outcomes.

Project Experience

Sunbridge Water Reclamation Facility (WRF), Tavistock/TWA, FL: Rodney served as the on-site superintendent for this \$36M, 3.5 MGD facility, managing field operations from groundbreaking to commissioning. His leadership was instrumental in coordinating civil, mechanical, and electrical trades, ensuring strict adherence to design specifications and regulatory requirements. Rodney worked closely with TOHO and the design team to ensure seamless integration of process systems, including the headworks, biological treatment units, clarifiers, filtration, and sludge management systems. His proactive approach mitigated delays and maintained continuous progress, ultimately delivering a facility ready for operational turnover.

Sunbridge Water Treatment Facility (WTF), Tavistock/TWA, FL: Rodney led construction operations for this state-of-the-art, ozone-based treatment facility with a capacity of 1 MGD (expandable to 7 MGD). He oversaw installation of critical systems such as liquid oxygen (LOX) storage and delivery, ozone generators, power supply units, cooling water systems, side-stream injection, ozone dissipation chambers, and ozone destruct units. Rodney's deep knowledge of mechanical systems and safety protocols ensured smooth integration and compliance with stringent quality standards.

F. Wayne Hill Water Reclamation Center (WRC) Upgrades, Gwinnett County, GA: Rodney supervised the construction and integration of advanced treatment technologies, including granular activated carbon (GAC) absorbers, pre- and post-ozone distribution boxes, anaerobic digesters, and ozone effluent electrical buildings. He was responsible for sequencing construction activities while maintaining plant operations, resolving constructability challenges, and ensuring that all system tie-ins were completed efficiently and safely. His leadership ensured the project's alignment with environmental regulations and operational requirements.

St. Petersburg Water Reclamation Facility, FL: Rodney managed the installation of new disc filters, slide gates, diesel emergency pumps, a backwash pump station, and an injection well system with complex stainless steel piping. His proactive coordination with plant operations staff ensured minimal disruption during tie-ins and testing, while his attention to detail contributed to a reliable and efficient system upgrade.

BASIS OF SELECTION

- **Site Supervision:** Skilled in managing all facets of construction site activities, ensuring adherence to project timelines and specifications.
- **Quality Control and Safety Management:** Implements stringent safety protocols and quality checks to maintain high standards throughout construction.
- **Team Leadership and Coordination:** Effective leader, capable of motivating and managing construction teams to achieve project goals.
- **Knowledge of TOHO Standards:** Extensive experience with TOHO projects and familiarity with operational requirements.

CREDENTIALS

Occupational Safety & Health Administration (OSHA) Safety Training, 30-hour course

American Red Cross First Aid and CPR Training

Scaffold Regulation Training

NUCA Excavation Safety Competent Person Training

YEARS OF EXPERIENCE

32 Years

Rafael Santiago

Project Controls/ Risk Management, Preconstruction Team

Availability
50%



BASIS OF SELECTION

- **Project Controls/ Scheduling:** Expert in using advanced tools to create and maintain detailed project schedules, ensuring all phases are aligned with project goals.
- **Risk Assessment and Management:** Skilled in identifying, analyzing, and mitigating risks to keep projects on track and within budget.
- **Technical Engineering Analysis:** Strong foundation in civil engineering, enhancing his ability to tackle complex technical challenges in project controls and construction management.

EDUCATION

B.S. Civil Engineering, Polytechnic University of Puerto Rico

A.A. Surveying, University of Puerto Rico

A.A. Civil Engineering, University of Puerto Rico

CREDENTIALS

OSHA 30 HR Safety Training

Primavera Project Planner P6 Certified

Advanced AutoCAD and Microsoft Project Certified

Construction Management Certification

YEARS OF EXPERIENCE

20 Years
2 Years - Vogel Bros.

With 20 years of professional experience in civil engineering, Rafael Santiago specializes in project management, construction supervision, and preconstruction services. Having led complex water and wastewater projects across multiple regions, Rafael brings a wealth of knowledge in the execution of large-scale infrastructure works, including road construction, water and wastewater systems, and fire protection. His expertise in project controls and risk management will be instrumental in guiding the project to successful completion.

Role: In his role as Project Control Engineer and Risk Manager, Rafael will apply his extensive knowledge in project controls to develop robust tracking systems for schedule adherence and budget management. He will also lead the risk management efforts, identifying potential project risks early and strategizing effective mitigation techniques to ensure the project remains on track and within scope. Rafael's proactive management style and meticulous attention to detail will ensure that all project phases are executed flawlessly, with minimized risk and optimized performance.

Project Experience

Land O Lakes WWTP Rehabilitation & Expansion, Progressive Design Build, Pasco County, FL: Rafael managed the preconstruction planning and phasing for the rehabilitation and expansion of this crucial wastewater treatment facility. His strategic oversight was instrumental in designing operational phasing that minimized disruption during ongoing plant operations. By implementing rigorous project controls and coordination, Rafael ensured that all project milestones were aligned with the operational needs of the facility, demonstrating his capability to handle complex logistical challenges in live environments.

PR05 Elli Lilly Wastewater Treatment Plant Improvements and Expansion (Design Build), San Juan, PR: As the lead preconstruction engineer, Rafael orchestrated the preconstruction efforts for critical site improvements at Eli Lilly Industrial Wastewater Facility. He developed comprehensive phasing strategies that guaranteed uninterrupted service during construction. His management of risk assessments, cost estimates, and stakeholder coordination was pivotal in delivering a seamless project initiation phase, showcasing his adeptness in integrating project control mechanisms to maintain continuity in essential services.

Wastewater Treatment Plant Expansion, CMAR, Haines City, FL:

Rafael spearheaded the preconstruction services for the expansion of the Haines City WWTP. His leadership in creating detailed project schedules, conducting risk assessments, and developing accurate cost estimates ensured the project was set for success. His proactive approach to project management facilitated the alignment of project goals with budgetary constraints and operational requirements.

Non-Revenue Water Reduction Program, Coral Springs, FL:

In this role as project manager for this project, Rafael delivered exceptional project management services aimed at optimizing water distribution systems to improve efficiency and reduce non-revenue water losses in urban settings. His strategic planning and implementation of advanced project control tools significantly enhanced the effectiveness of the program, directly contributing to sustainable water management practices.

Sulphur Springs Pump Station, Progressive Design Build, Tampa, FL:

Rafael was instrumental as a project control engineer in keeping the Sulphur Springs Pump Station project on track. His expertise in project controls was critical in navigating the complexities of this progressive design-build project. Through his meticulous attention to detail in scheduling, budgeting, and stakeholder management, Rafael ensured that the project adhered to its timelines and met all technical and operational goals, exemplifying his capability to implement effective control strategies in high-stakes project environments.



Brian Veal

Cost Estimator, Preconstruction Team

Availability
50%

Brian Veal, an accomplished Lead Estimator with over two decades of experience in the construction industry, specializes in developing precise cost estimates and managing budgets for large-scale water and wastewater projects. His expertise encompasses evaluating and leveraging historical cost data and subcontractor strengths to ensure competitive and accurate project pricing.

Role: As Lead Estimator, Brian is instrumental in forming cost estimate models early in the project to track variances and develop a Guaranteed Maximum Price (GMP) that adheres to budget constraints while incorporating the best value engineering practices. His role ensures that all cost-related decisions are made with precision and strategic foresight.

Project Experience

Wesley Center WWTP Rehabilitation & Expansion, Pasco County, FL:

Brian played a pivotal role in the \$30M expansion project, which enhanced the facility's capacity to 9 MGD. His precise cost management and proactive adjustments allowed for a 10% increase in scope through owner-directed change orders, without compromising the project timeline or budget.

Shady Hills Rehabilitation, Pasco County, FL:

Brian led the cost estimating efforts for the rehabilitation of the 14 MGD WWTP. His expertise was crucial in budgeting and tracking costs for extensive equipment replacements and upgrades, ensuring the project met financial targets and quality standards.

Sunbridge Water Reclamation Facility, CMAR, Tavistock Development, FL:

As the estimator, Brian was integral during the preconstruction phase and helped transition the project to a \$36M construction GMP at 90% design. His diligent cost evaluations ensured the new 3.5 MGD WRF was completed within budget and aligned with Toho Water Authority's operational goals.

Sanford North WRF, Sanford, FL:

Brian's estimating proficiency supported the integration and construction of an IFAS BNR Treatment System at this 7.3 MGD facility, emphasizing cost-effectiveness and project feasibility during critical upgrades.

Doug Allen SBR Improvements, FL:

He managed the cost estimates for the rehabilitation and expansion of the SBR WWTP from 4.0 MGD to 5.33 MGD. Brian's detailed cost assessments enabled Vogel Bros. to execute an additional treatment train alongside the original scope seamlessly.

Sulphur Springs Pump Station, Progressive Design Build, Tampa, FL:

As the lead estimator, Brian was pivotal in developing and maintaining accurate cost estimates that guided the Progressive Design Build project. His meticulous approach to cost modeling and variance analysis ensured that the Sulphur Springs Pump Station was constructed within the allocated budget. Brian's expertise in aligning early project estimates with final GMPs showcased his ability to implement effective value engineering practices, optimizing costs while maintaining high-quality standards and project requirements.

Land O' Lakes Wastewater Treatment Plant Rehabilitation and Expansion, Progressive Design Build, Pasco County, FL:

As the lead estimator, Brian played a crucial role during the preconstruction phase of this key wastewater treatment facility's rehabilitation and expansion. His responsibility involved conforming and refining cost estimate models throughout the preconstruction process to ensure accuracy and reliability. Brian's expert management of cost data and projections was instrumental in setting financial frameworks that aligned with project goals. His strategic use of historical data and market trends helped in developing a robust estimate that was adhered to throughout the project lifecycle, ensuring the project remained on budget while accommodating necessary scope adjustments.

BASIS OF SELECTION

- **GMP Development:**
Experience creating GMP for projects with budgets ranging from \$2M to over \$150M
- **Florida Market:** Over a decade of professional relationship with most major equipment vendors in the Florida market
- **Advanced Cost Estimation:**
Utilizing cutting-edge estimating software to deliver precise cost projections. Proficient in creating detailed, accurate budget forecasts for large-scale infrastructure projects.
- **Value Engineering:** Skilled in identifying cost-saving opportunities without compromising on quality. Implements innovative value engineering techniques to maximize project value and efficiency.

EDUCATION

B.S. Construction Management,
East Carolina University

CREDENTIALS

Occupational Safety & Health
Administration (OSHA) Safety
Training, 30 hour course

Occupational Safety & Health
Administration (OSHA) Safety
Training, 10 hour course

American Red Cross First Aid and
CPR Training

Proficient in P3, PlanSwift
and ICE Estimating Software

YEARS OF EXPERIENCE

22 Years
7 Years - Vogel Bros.



Daniel Vogel

Safety Director, Safety Team

Availability
50%

Daniel Vogel has worked as a laborer, pipe layer, safety specialist, and director of safety since joining the Vogel Bros. Building Co. (VBBC) team in 2016. He has extensive field and office experience working in the industrial, heavy civil, and commercial markets. His time spent in the field has provided him with a unique insight into the hazards associated with day-to-day field activities.

Role: As Safety Director, Daniel will be responsible for carrying out proper coordination, management and implementation of comprehensive training policies in industrial, occupational and environmental safety. He will work with VBBC field staff and trade partners to make sure OSHA health and safety standards are maintained and adhered to throughout the completion of the project.

Project Experience

Wesley Center Rehabilitation & Expansion, Pasco County, FL:

Construction of the \$30M project to expand the facility treatment capacity to 9 MGD. Project consisted of new headwork, conversion of the biological aeration system to bubble diffusers, new chlorine contact tank, conversion of the existing chlorination contact time to a backwash tank, new transfer pumps, high service pump station modifications, and all associated electrical and instrumentation & controls among others SCADA upgrades. Project was completed within the original contracted time while adding 10% to the contract via owner directed change orders.

Shady Hills Rehabilitation, Pasco County, FL:

The rehabilitation of the existing 14 MGD WWTP. Work included replacing equipment at the headworks, anoxic & aeration basins, mix liquor splitter box, clarifiers, grease and septage facility, and high service pump station. Project included installation of several new and replacement of several existing MCC line ups.

Sunbridge Water Reclamation Facility, CMAR, Toho/Tavistock Development:

Construction of the new \$36M 3.5 MGD WRF for Tavistock Development. The plant will be handed over to Toho Water Authority to own and operate. Vogel Bros. staff was selected to provide preconstruction services through the course of the design and contracted to a construction GMP at 90% design.

Doug Allen SBR Improvements, City of Bartow, FL:

Rehabilitation and expansion of an existing SBR WWTP from 4.0 MGD to 5.33 MGD. Vogel Bros. staff second EOR Chastain/Skillman completed in the design build of a second treatment train while constructing the original scope of work station.

Manatee Co. Equalization Tank Project, Manatee County, FL:

As the Safety Director, Daniel Vogel played a crucial role in overseeing the construction of new storage tanks and system upgrades at the Manatee County Equalization Tank Project. His expertise in safety management was instrumental in developing and implementing comprehensive safety protocols that minimized operational interruptions during significant system integrations. Daniel's proactive approach to safety ensured that all project activities adhered to the highest standards of operational and environmental safety, facilitating a secure construction environment while meeting all project targets.

Manatee Biological Treatment Unit (BTU), Manatee County, FL:

In his capacity as Safety Director, Daniel Vogel led the safety oversight for the construction of the new Manatee Biological Treatment Unit, which was designed to significantly improve water quality and treatment efficiency. Daniel's strategic safety management not only protected project personnel but also ensured that the project adhered to all environmental safety regulations, ultimately enhancing the facility's treatment capacity and reducing its environmental footprint.

BASIS OF SELECTION

- Extensive field experience which allows him to effectively coordinate site safety efforts with all VBBC staff and trade partners
- Excels at developing and implementing site specific EHS plans that effectively control the hazards associated with the project

EDUCATION

B.S., Business Administration,
Polk State College

CREDENTIALS

Occupational Safety & Health
Administration (OSHA) Safety
Training, 30 hour course

Occupational Safety & Health
Administration (OSHA) 10 and 30
Hour Authorized Trainer, Course
#501

American Red Cross First Aid and
CPR Training

Associated General Contractors
(AGC) Safety Management
Training Program

Crane Institute of America
Rigger/Signalperson Trainer
Certification

Associated Builders and
Contractors (ABC) Florida Gulf
Coast Chapter

Advanced Work Zone Traffic
Control

YEARS OF EXPERIENCE

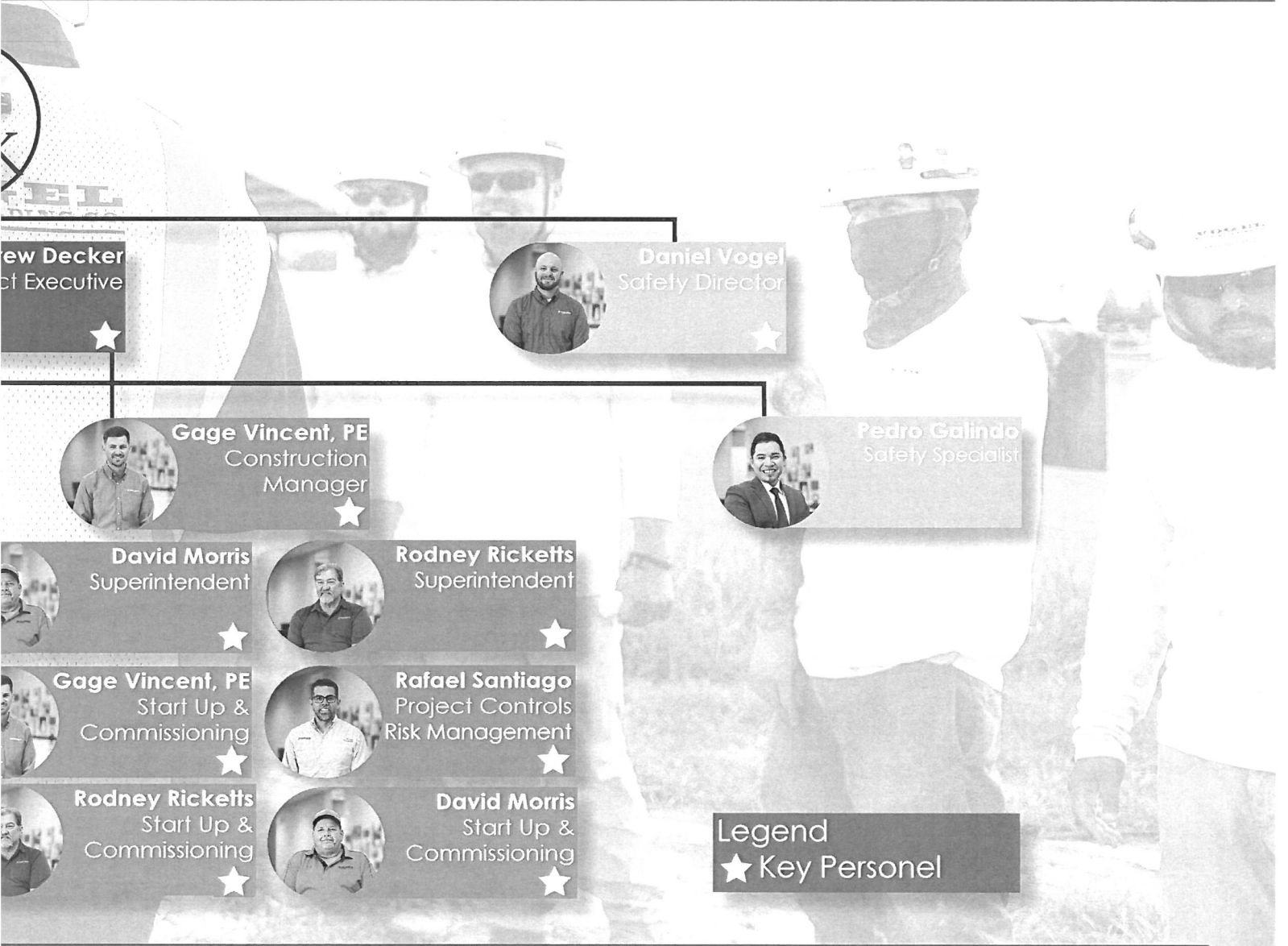
9 Years

9 Years - Vogel Bros.

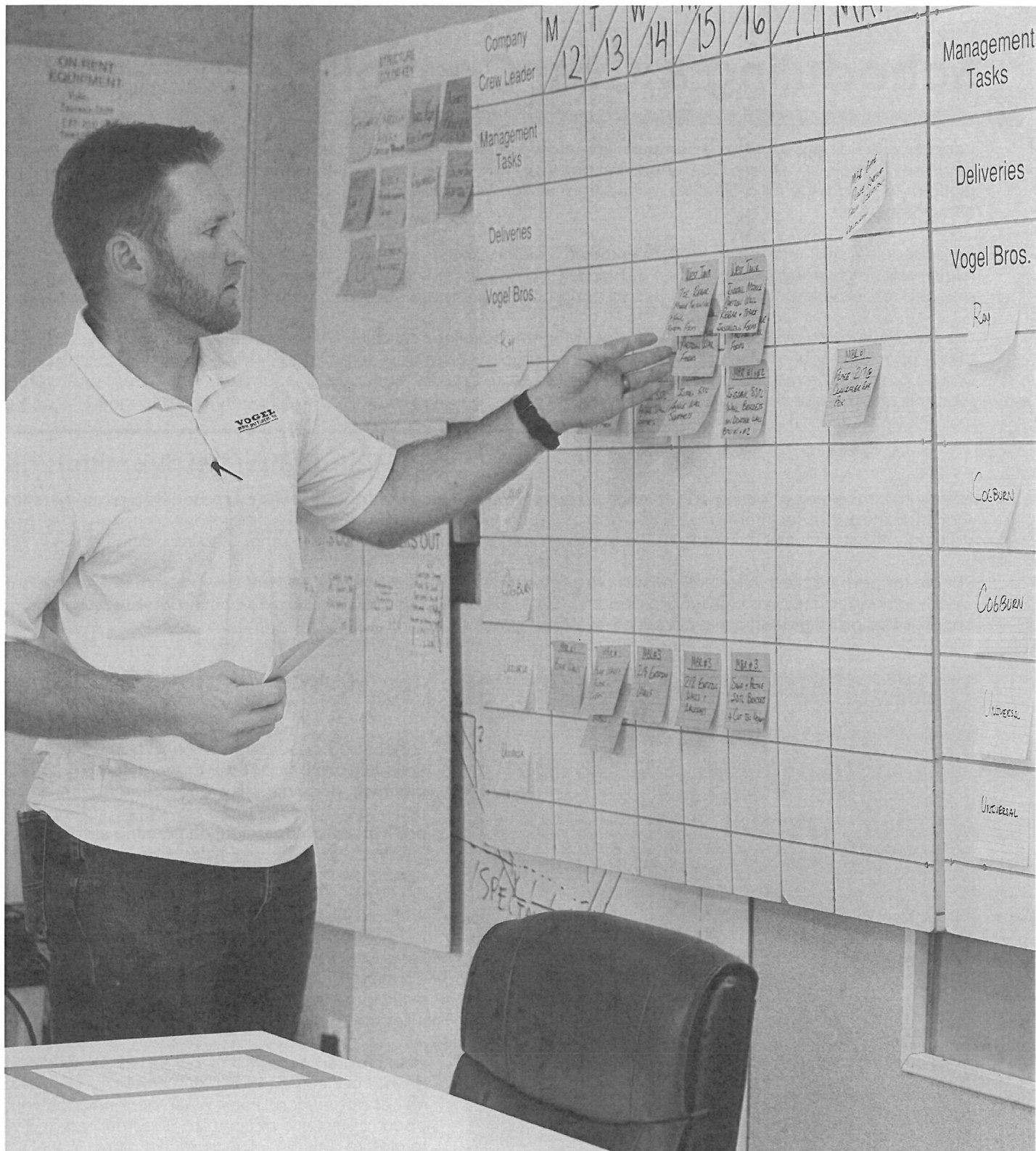
Northwest and Southwest Regional WWTF Improvements. Our approach balances **dedicated, project-specific leadership** across both facilities.

Superintendents will serve as the daily points of contact for field operations, subcontractor coordination, safety, and quality control—supporting both projects equally. This structure ensures a single point of leadership for construction coordination, field operations that design coordination, constructability reviews, cost modeling, procurement planning, and GMP development are aligned with the County's goals.

project demands. This integrated staffing model ensures each project receives the day-to-day attention required while maintaining cost and schedule control across both sites.



Water Treatment Facility Improvements brings together seasoned leaders in preconstruction, working alongside firms such as Carollo Engineers and Black & Veatch on complex utility projects the way. This foundation allows us to integrate quickly, coordinate effectively, and deliver a streamlined FAR process for Polk County.



Tab 4 Scheduling & Cost Control

Scheduling & Cost Control

Vogel Bros. Building Co. utilizes a **computer-generated, resource-loaded scheduling system** to plan, monitor, and control all phases of project delivery. Our scheduling process is managed through **Primavera P6 Professional**, providing a robust platform to model the full project life cycle—from design milestones and permitting through construction, commissioning, and closeout.

The schedule is structured using **Work Breakdown Structure (WBS)** codes, activity IDs, and logic ties that clearly define relationships between preconstruction deliverables, procurement activities, and construction sequences. Each activity is assigned responsible parties, durations, and cost codes to facilitate earned value tracking and progress reporting.

Our preconstruction and field teams jointly develop the **baseline schedule**, which is reviewed and approved by Polk County Utilities prior to execution. Monthly updates will include actual progress, forecasted completion, critical path variance, and recovery recommendations if needed. Milestones are established for design submittals, equipment procurement, subcontractor mobilizations, and key construction phases, ensuring all project participants remain aligned.

Management of Submittals and RFIs

To maintain momentum during construction, Vogel Bros. uses **Procore** integrated with our scheduling platform to track submittals, Requests for Information (RFIs), and project documentation. This digital system allows all stakeholders to view the status of critical documents in real time, ensuring submittals are approved before scheduled installation dates.

RFIs are logged, tracked to resolution, and cross-referenced in the schedule to prevent downstream delays. We issue weekly look-ahead reports highlighting pending submittals or RFIs that could impact upcoming work, ensuring proactive coordination among design and construction teams.

Subcontractor Coordination and Schedule Adherence

Subcontractor performance and adherence to schedule are managed through a combination of **pre-planning, accountability, and collaboration**. Before each subcontractor mobilizes, Vogel Bros. conducts a **pre-installation coordination meeting** to review scope interfaces, sequencing, safety requirements, and inspection procedures.

We hold **weekly subcontractor coordination meetings** to review progress against the three-week look-ahead schedule and to identify any resource or material constraints early. All subcontractors are required to participate in schedule development and to commit to milestone activities within their work packages.

Field progress is verified by our superintendent and project controls specialist, ensuring schedule updates reflect actual conditions. When performance variances occur, corrective actions are documented and tracked to closure. This disciplined process allows Vogel Bros. to maintain schedule integrity while adapting to changing field conditions and unforeseen issues.



Cost Control System and Budget Management

Vogel Bros. maintains a rigorous cost control system that integrates **Acumatica Project Accounting**, **Primavera P6**, and **Earned Value Management (EVM)** reporting to track progress and forecast financial performance.

The budget is established from the approved **Guaranteed Maximum Price (GMP)** and detailed cost codes are assigned to all contract items, general conditions, and allowances. Costs are tracked in real time against commitments, invoices, and approved change orders. Monthly cost reports summarize:

- Cost of work to date and committed costs
- Earned value vs. actual progress (CPI/SPI metrics)
- Contingency status and forecasted completion cost
- Change order log and pending approvals

Our **Allowance Authorization Request (AAR)**

system manages all Owner-directed changes and long-lead purchases transparently. This ensures cost exposure is fully documented and approved before commitment.

Approach to Managing “Fees Outside the Cost of Work”

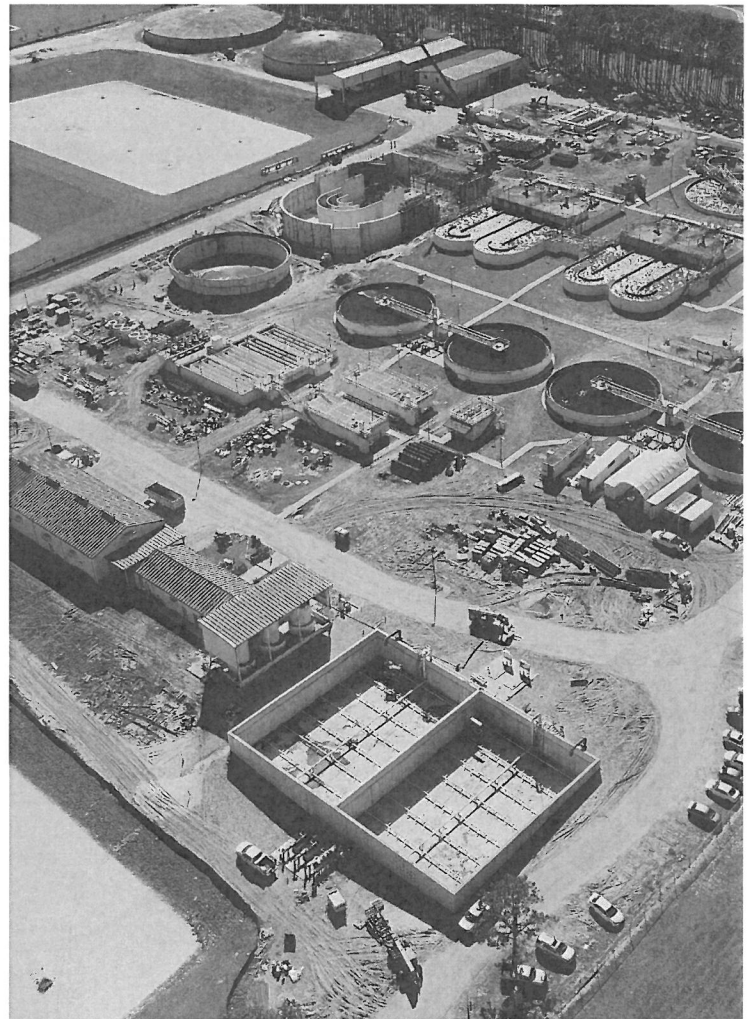
Vogel Bros. maintains a clear and consistent structure for cost categories outside of the “Cost of the Work,” including **preconstruction services**, **general conditions**, **CM fee**, and **bonds**.

- **Preconstruction Services Fee:** Based on estimated staff hours and duration to cover design coordination (constructability), cost estimating, VE, risk workshops, and GMP preparation.
- **General Conditions:** Includes field management, site safety, temporary utilities, security, field offices, and technology.
- **Construction Management Fee:** Represents the overhead and profit component applied to the total cost of work.
- **Performance and Payment Bonds:** Provided at competitive rates through our long-standing surety relationship.

For a project of this scale, typical percentages are as follows (for general reference only):

- Preconstruction Services Fee: **2.0–4.0%**
- General Conditions: **5–10%**
- CM Fee: **8–12%**
- Bonds and Insurance: **1–2%**

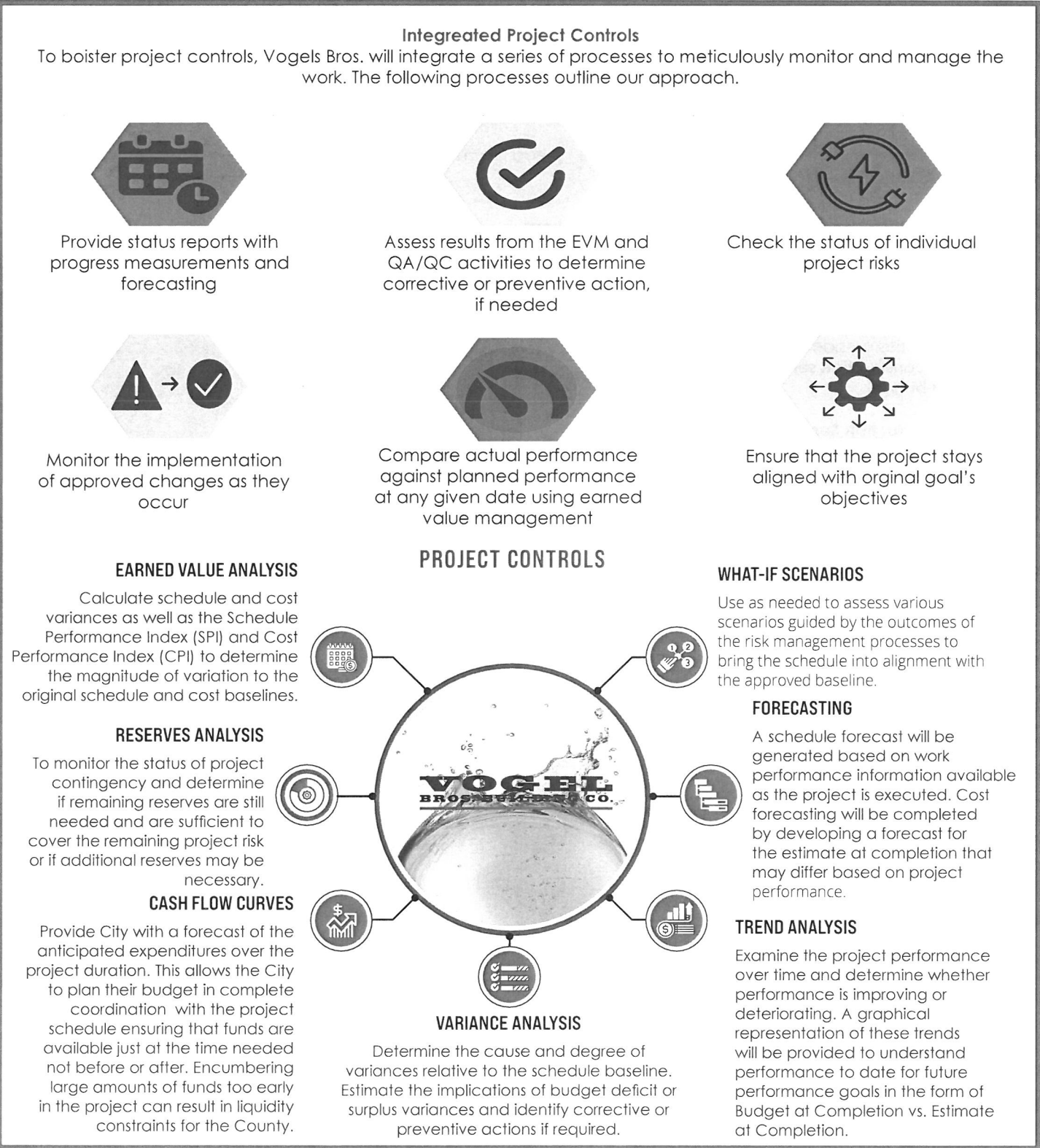
These values represent a realistic and competitive structure consistent with our experience on comparable CMAR and Progressive Design-Build projects across Central Florida.



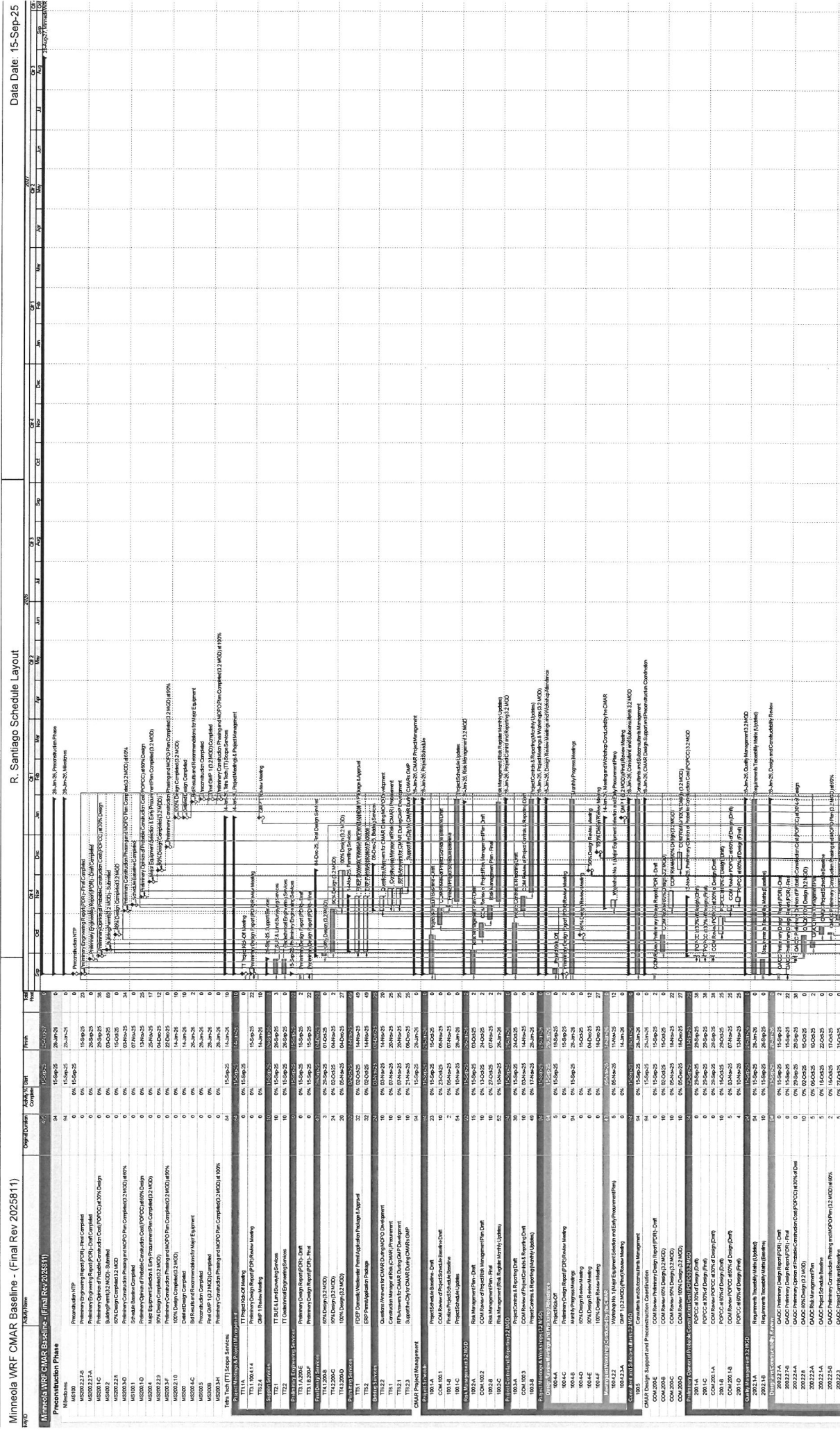
Project Controls

Vogel Bros. integrates comprehensive project controls into every phase of construction to maintain cost, schedule, and performance certainty. Our approach combines proactive monitoring, data-driven forecasting, and clear communication to ensure that every aspect of the project remains aligned with Polk County's goals and budget. Using Primavera P6, Acumatica, and Earned Value Management (EVM) tools, we track performance in real time—providing the County with complete transparency and the ability to make informed decisions throughout the project

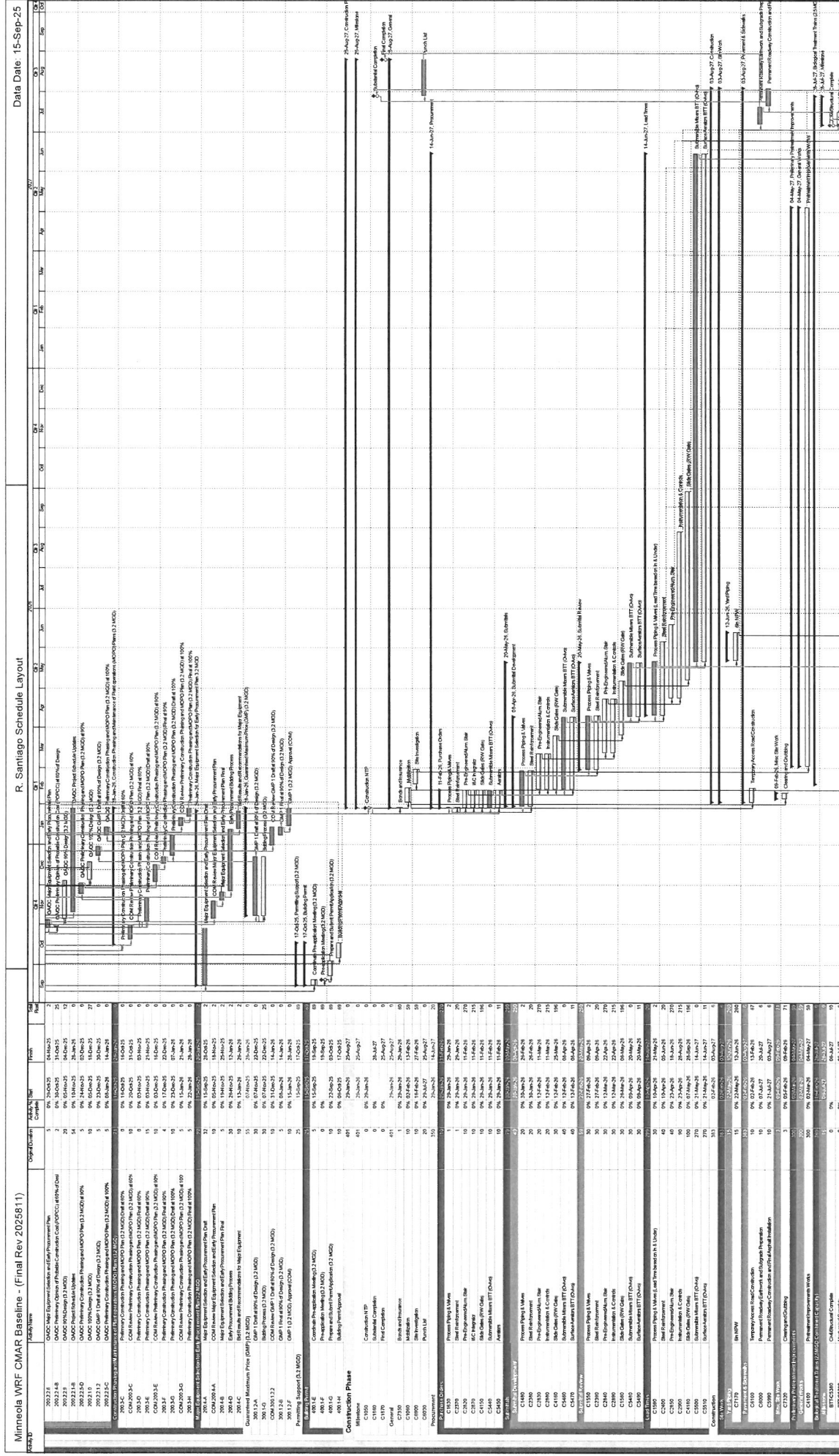
The following framework illustrates how Vogel Bros. systematically manages project progress, evaluates trends, and applies corrective actions to achieve predictable, successful outcomes.



Sample Schedule



Sample Schedule

Minneapolis WRF CMAR Baseline
By: Rafael Santiago

VOGEL
BROS. BUILDING CO.
better people = better builders*

Primary Baseline  Critical Remaining Work  Summary

Actual Work Baseline Milestone

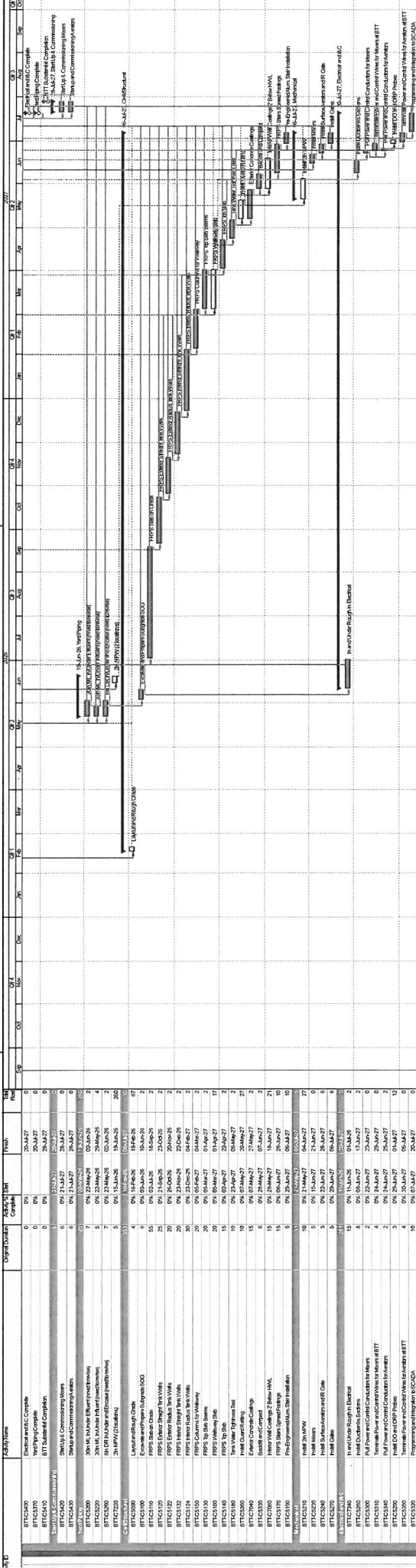
Remaining Work  Milestone

Sample Schedule

Minneapolis WRF CMAR Baseline - (Final Rev 2025811)

R. Santiago Schedule Layout

Data Date: 15-Sep-25



Land O'Lakes Wastewater Treatment Facility
Improvements and Expansion

Progress Schedule and Earned Value Analysis Report

Prepared for:
Pasco County Utilities



Prepared by:
Design Build Team



OCTOBER 2025

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Sample Cost Control Report

Earned Value Report Summary

Project Overview:

The project under review is the expansion of the Land O Lakes Wastewater Treatment Plant, with the primary goal of increasing the plant's treatment capacity from 3.5 mgd to 5.0 mgd while ensuring FDEP Class-1 reliability. The project scope entails the design and construction of essential facility upgrades and process enhancements to accommodate the increased treatment capacity and deliver high-quality effluent meeting AWT standards.

The preconstruction phase of this initiative commenced on **December 1, 2023**, and was slated for completion by **March 10, 2026**. However, a delay beyond the control of the Design Builder has pushed back the final completion date to **April 14, 2026**. This delay was recognized by the County and the schedule and project performance metrics were updated and recorded accordingly in the May 2024 schedule update to reflect and account for this impact.

During the month of **October 2025**, the project continued to progress steadily. Schedule performance remained strong, with performance indices closely aligned with the established baseline plan. The **Schedule Performance Index (SPI)** stands at **0.99**, reflecting near-perfect adherence to scheduled work. The final completion date remains unchanged at **April 14, 2026**.

Performance Metrics:

Planned Value (PV): This represents the authorized budget assigned to scheduled work to be completed by **October 31, 2025**. The PV for the current reporting period is **\$5,625,086.37**.

Earned Value (EV): EV signifies the value of work accomplished by the end of **October 31, 2025**. The EV for the current reporting period is **\$5,572,953.67**.

Actual Cost (AC): AC indicates the total cost incurred for work completed by the end of **October 31, 2025**. The AC for the current reporting period is **\$3,713,273.52**.

Performance Analysis:

Cost Performance Index (CPI): CPI measures the cost efficiency of the project by comparing the EV to the AC. A CPI value greater than 1 indicates cost efficiency, whereas less than 1 indicates cost overrun. The CPI for the current reporting period is **1.50**, suggesting cost efficiency relative to the budget.

Schedule Performance Index (SPI): SPI evaluates the schedule efficiency by comparing the EV to the PV. An SPI value greater than 1 implies ahead of schedule performance, while less than 1 indicates behind schedule. The SPI for the current reporting period is **0.99**, indicating the project is exactly on schedule, with only a negligible variance from the baseline.

Variance Analysis:

Cost Variance (CV): CV indicates the variance between the earned value and the actual cost, representing cost under or overruns. The CV for the current reporting period is **\$1,859,680.15**, indicating cost underrun.

Schedule Variance (SV): The Schedule Variance (SV) reflects the variance between the Earned Value (EV) and the Planned Value (PV), denoting schedule performance delays or advancements based on the timing of planned work for both critical and non-critical activities. Since this metric considers all activities regardless of their criticality, it is not necessarily indicative of an actual schedule slip or advancement in the final completion date; rather, it serves as a quantitative measure of performance relative to the original baseline plan and does not account for schedule float. For a detailed assessment of potential impacts on the final completion date, please refer to the Schedule Status section.

For this reporting period, the Schedule Variance (SV) is **(\$52,132.70)**, indicating a negligible deviation from the planned schedule. This variance is primarily attributed to administrative and non-critical activities associated with the **GMP** development process. Specifically, the bid solicitation process to develop the **GMP** has taken longer than

Sample Cost Control Report

anticipated due to the challenges of clarifying bid proposals based on the **70% design** documents. These efforts have temporarily delayed certain administrative milestones related to **GMP** execution and billing but do not affect construction progress or the project's critical path.

The Schedule Performance Index (**SPI**) remains at **0.99**, confirming that overall work continues in close alignment with the baseline plan. Minor fluctuations are expected as activities progress within their respective float windows; however, no schedule slippage has occurred, and the project remains on track toward its contractual completion date..

Budget at Completion (BAC) Adjustment:

During this reporting period, the project's Budget at Completion (**BAC**) increased from **\$7,199,653.00** to **\$9,538,828.15**, following the approval of Allowance Authorization Requests AAR #3 and #4, totaling **\$2,339,175.15**. These authorizations formalized the allocation of previously established contractual allowance funds of **\$2,800,000** dedicated to early procurement of long-lead electrical equipment.

The inclusion of these **AARs** represents a financial baseline adjustment rather than a change in scope or performance. As a result, the percent complete decreased from **73.33% (September 2025)** to **58.42% (October 2025)** because the Earned Value (**EV**) is now being measured against a higher Budget at Completion (**BAC**), as defined by the following relationship:

$$\text{Percent Complete} = \frac{EV}{BAC} \times 100$$

Since **EV** remained constant while **BAC** increased, the ratio (and therefore the performance percentage) decreased accordingly.

Schedule Status and Earned Value Metrics:

Below is a summary of the progress schedule and EV analysis as of **October 31, 2025**. The entire EV analysis report and updated progress schedule are included herein **Attachments A** and **B** respectively.

Earned Value Metrics

WBS	Performance % Complete	Earned Value Cost	Planned Value Cost	Actual Cost	Estimate To Complete	Estimate At Completion Cost	Budget At Completion	Schedule Variance	Cost Variance	Variance At Completion	Schedule Performance Index	Cost Performance Index	To Complete
COLWWTP Rehabilitation and Expansion - 10/31/25 Update EV	58.42%	\$5,572,863.67	\$9,653,386.37	\$2,713,273.52	\$5,000,638.69	\$6,713,902.21	\$9,538,828.15	(\$32,422.70)	\$1,659,680.15	(\$4,066,064.48)	0.99	1.15	0.79
Preconstruction	58.42%	\$5,572,863.67	\$9,653,386.37	\$2,713,273.52	\$5,000,638.69	\$6,713,902.21	\$9,538,828.15	(\$32,422.70)	\$1,659,680.15	(\$4,066,064.48)	0.99	1.15	0.79
Milestones	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0
General Conditions	82%	\$993,679.03	\$993,679.03	\$946,303.77	\$166,902.45	\$822,307.26	\$1,215,611.00	\$0.00	\$397,375.26	(\$403,303.74)	1	1.54	1.34
Project Management	82%	\$993,679.03	\$993,679.03	\$946,303.77	\$166,902.45	\$822,307.26	\$1,215,611.00	\$0.00	\$397,375.26	(\$403,303.74)	1	1.54	1.34
Meetings & Workshops	70.15%	\$149,770.00	\$149,770.00	\$11,807.50	\$61,140.00	\$151,547.50	\$204,638.00	\$0.00	\$52,310.50	(\$53,310.50)	1	1.57	1
Field Review and Data Collection	100%	\$166,409.00	\$166,409.00	\$151,494.00	\$0.00	\$151,494.00	\$166,409.00	\$0.00	\$36,915.00	(\$66,915.00)	1	1.24	0
Facility Planning	100%	\$130,546.00	\$130,546.00	\$102,278.00	\$0.00	\$130,546.00	\$130,546.00	\$0.00	\$28,368.00	(\$38,368.00)	1	1.28	0
Design and Guaranteed Maximum Price (GMP)	77.85%	\$4,733,081.85	\$1,771,088.37	\$2,650,082.15	\$2,163,074.23	\$4,843,897.38	\$4,795,417.00	(\$48,480.38)	\$1,088,058.73	(\$46,480.38)	0.99	1.41	0.48
Preliminary Design Development (30% Design)	90.84%	\$1,446,950.45	\$1,454,640.45	\$1,148,452.36	\$21,620.89	\$1,201,073.24	\$1,443,901.00	(\$21,000.00)	\$297,478.09	(\$202,907.65)	0.99	1.26	0.54
Ecological and Environmental Assessment	72.94%	\$18,110.00	\$18,110.00	\$17,366.00	\$746.00	\$18,652.00	\$26,188.00	\$0.00	\$1,786.00	(\$1,786.00)	1	1.11	1
Deleter Design Development	68.62%	\$2,265,151.40	\$2,318,747.31	\$1,906,570.73	\$2,163,253.15	\$3,662,024.94	\$3,391,456.00	(\$267,068.94)	\$765,588.61	(\$522,588.61)	0.99	1.57	0.48
Quality Management	63.74%	\$459,302.56	\$462,207.33	\$108,549.00	\$167,948.14	\$169,298.14	\$68,610.00	(\$1,014.74)	\$350,753.58	(\$422,318.06)	1	4.23	1.49
QA/QC and Constructability	64.16%	\$54,443.94	\$56,358.09	\$84,327.00	\$18,817.68	\$144,144.68	\$552,446.00	(\$1,914.74)	\$770,118.94	(\$306,201.32)	0.99	4.21	1.25
Permitting	15.64%	\$15,165.00	\$15,165.00	\$10,535.00	\$81,080.00	\$96,345.00	\$96,896.00	\$0.00	\$4,625.40	(\$4,625.40)	1	1.44	1
FDEP Domestic Wastewater Major Permit Modification	25%	\$6,441.00	\$6,441.00	\$4,999.60	\$55,327.00	\$30,317.60	\$31,768.00	\$0.00	\$1,450.40	(\$1,450.40)	1	1.69	1
FDEP Statewide Environmental Resource Permit (ERP)	25%	\$6,724.00	\$6,724.00	\$5,535.40	\$20,172.00	\$26,721.00	\$26,896.00	\$0.00	\$1,175.00	(\$1,175.00)	1	1.21	1
FDEP Federal Section 404 Individual Permit	0%	\$0.00	\$0.00	\$0.00	\$31,280.00	\$31,280.00	\$31,280.00	\$0.00	\$0.00	\$0.00	0	0	0
County POU Permit	0%	\$0.00	\$0.00	\$0.00	\$5,012.00	\$5,012.00	\$5,012.00	\$0.00	\$0.00	\$0.00	0	0	0

Sample Cost Control Report

Schedule Status

Activity ID 19	BL Project Duration	At Completion Duration	BL Project Start	BL Project Finish	Start	Finish	Early Finish	Late Finish	Total Float	Performance
OLWWTP Rehabilitation and Expansion - 10/31/25 Update EV_AAR2	604	604	1-Dec-23	13-Apr-26	01-Dec-23 A	13-Apr-26	13-Apr-26	13-Apr-26	0	58.42%
Preconstruction	604	604	1-Dec-23	13-Apr-26	01-Dec-23 A	13-Apr-26	13-Apr-26	13-Apr-26	0	58.42%
Milestones	604	604	1-Dec-23	13-Apr-26	01-Dec-23 A	13-Apr-26	13-Apr-26	13-Apr-26	0	0.00%
General Conditions	602	602	1-Dec-23	10-Apr-26	01-Dec-23 A	10-Apr-26	10-Apr-26	13-Apr-26	2	81.74%
Project Management	602	602	1-Dec-23	10-Apr-26	01-Dec-23 A	10-Apr-26	10-Apr-26	13-Apr-26	2	81.74%
Meetings & Workshops	602	602	1-Dec-23	10-Apr-26	01-Dec-23 A	10-Apr-26	10-Apr-26	13-Apr-26	2	70.15%
Field Review and Data Collection	278	278	1-Dec-23	31-Dec-24	01-Dec-23 A	31-Dec-24 A	31-Oct-25	17-Oct-25	0	100.00%
Facility Planning	94	94	1-Dec-23	12-Apr-24	01-Dec-23 A	12-Apr-24 A	31-Oct-25	17-Oct-25	0	100.00%
Design and Guaranteed Maximum Price (GMP)	553	553	12-Feb-24	9-Apr-26	12-Feb-24 A	9-Apr-26	9-Apr-26	13-Apr-26	2	77.85%
Preliminary Design Development (30% Design)	482	482	12-Feb-24	30-Dec-25	12-Feb-24 A	30-Dec-25	30-Dec-25	30-Jan-26	22	98.84%
Ecological and Environmental Assessment	482	482	12-Feb-24	30-Dec-25	12-Feb-24 A	30-Dec-25	30-Dec-25	30-Jan-26	22	72.94%
Detailed Design Development	290	290	19-Feb-25	9-Apr-26	19-Feb-25 A	9-Apr-26	9-Apr-26	13-Apr-26	2	68.62%
Quality Management	598	598	11-Dec-23	13-Apr-26	11-Dec-23 A	13-Apr-26	13-Apr-26	13-Apr-26	0	65.74%
QA/QC and Constructability	598	598	11-Dec-23	13-Apr-26	11-Dec-23 A	13-Apr-26	13-Apr-26	13-Apr-26	0	64.16%
Permitting	266	266	13-Jan-25	28-Jan-26	13-Jan-25 A	28-Jan-26	28-Jan-26	6-Feb-26	7	15.64%
FDEP Domestic Wastewater Major Permit Modification	108	108	25-Aug-25	28-Jan-26	25-Aug-25 A	28-Jan-26	28-Jan-26	6-Feb-26	7	25.00%
FDEP Statewide Environmental Resource Permit (ERP)	246	246	13-Jan-25	30-Dec-25	13-Jan-25 A	30-Dec-25	30-Dec-25	6-Feb-26	27	25.00%
FDEP Federal Section 404 Individual Permit	50	50	31-Oct-25	14-Jan-26	31-Oct-25	14-Jan-26	14-Jan-26	6-Feb-26	17	0.00%
County ROW Permit	50	50	14-Nov-25	28-Jan-26	14-Nov-25	28-Jan-26	28-Jan-26	6-Feb-26	7	

Recommendations:

Based on the analysis conducted, the following recommendations are proposed to enhance project performance:

1. **Maintain Oversight on Ground Improvements:** Continued monitoring of these activities remains essential to ensure alignment with the baseline schedule and to prevent the introduction of delays as field coordination advances.
2. **Track Non-Critical Variances:** Although the current schedule variance is minimal and limited to administrative and non-critical activities, maintaining proactive oversight will help safeguard against potential ripple effects on downstream work.
3. **Expedite GMP Development and Coordination:** Continue coordinating closely with estimating and design teams to expedite the GMP development process. Streamlining the clarification of bid proposals and aligning them with the 70% design documents will help accelerate final GMP approval and subsequent billing activities, reducing administrative lag and maintaining consistency between financial and schedule baselines.

Conclusion:

The Land O' Lakes Wastewater Treatment Plant Expansion project remains on track for its revised substantial completion date of **April 14, 2026**, maintaining strong cost efficiency (**CPI = 1.50**) and near-perfect schedule alignment (**SPI = 0.99**).

The apparent decrease in cumulative performance percentage from the previous period is a direct result of the BAC adjustment associated with the formal activation of the contractual allowance through **AAR #3** and **AAR #4**, not an indicator of performance decline. The project continues to progress according to plan, with design, procurement, and coordination activities advancing steadily under the updated budget structure.

With sustained cost control and proactive coordination on ongoing design deliverables, early procurement, and ground improvement work and GMP development the project team remains well positioned to achieve successful delivery within the established schedule and budget framework..

**Land O'Lakes Wastewater Treatment Facility
Improvements and Expansion**

Progress Schedule and Earned Value Analysis Report

ATTACHMENT A "EARNED VALUE ANALYSIS (10/31/25)"

Sample Cost Control Report

LAND O' LAKES EXPANSION AND IMPROVEMENTS

EARNED VALUE ANALYSIS

WBS	Performance % Complete	Earned Value Cost		Planned Value Cost	Actual Cost	Estimate To Complete	Estimate At Completion Cost	Budget At Completion	Schedule Variance	Cost Variance	Schedule Performance		
		Value	% Complete								Variance At Completion	Performance	
LOLWWTP Rehabilitation and Expansion - 10/31/25 Update EV	58.42%	\$5,572,953.67		\$5,625,386.37	\$3,713,273.52	\$5,000,628.69	\$8,713,902.21	\$9,538,828.15		(\$5,432.70)	\$1,859,680.15		\$824,925.94
	58.42%	\$5,572,953.67	0%	\$5,625,386.37	\$3,713,273.52	\$5,000,628.69	\$8,713,902.21	\$9,538,828.15		(\$5,432.70)	\$1,859,680.15		\$824,925.94
	0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00
	82%	\$993,679.03		\$993,679.03	\$646,303.77	\$166,003.49	\$812,307.26	\$1,215,611.00	\$0.00	\$0.00	\$347,375.26		\$403,303.74
	82%	\$993,679.03	82%	\$993,679.03	\$646,303.77	\$166,003.49	\$812,307.26	\$1,215,611.00	\$0.00	\$0.00	\$347,375.26		\$403,303.74
	70.15%	\$143,718.00		\$143,718.00	\$91,407.50	\$61,140.00	\$152,547.50	\$204,858.00	\$0.00	\$0.00	\$52,310.50		\$52,310.50
	100%	\$188,409.00		\$188,409.00	\$151,494.00	\$0.00	\$151,494.00	\$188,409.00	\$0.00	\$0.00	\$36,915.00		\$36,915.00
	100%	\$130,546.00		\$130,546.00	\$102,278.00	\$0.00	\$102,278.00	\$130,546.00	\$0.00	\$0.00	\$28,268.00		\$28,268.00
	77.85%	\$3,733,081.85		\$3,771,088.37	\$2,650,023.15	\$2,193,874.23	\$4,843,897.38	\$4,795,417.00		(\$38,006.52)	\$1,083,058.70		(\$46,480.38)
	98.84%	\$1,446,930.45		\$1,454,840.45	\$1,149,457.36	\$31,620.98	\$1,181,073.34	\$1,463,980.00	\$297,478.09	\$79,910.00	\$282,907.66		\$1,736.00
	72.94%	\$19,102.00		\$19,102.00	\$17,366.00	\$7,086.00	\$24,452.00	\$26,188.00	\$0.00	\$0.00	\$1,736.00		\$1,736.00
	68.67%	\$2,886,151.40		\$2,916,247.91	\$1,500,570.79	\$2,162,253.25	\$3,662,824.04	\$3,431,436.00		(\$30,096.51)	\$785,580.61		(\$331,388.04)
	65.74%	\$459,302.58		\$467,217.33	\$108,549.00	\$167,749.14	\$276,298.14	\$699,618.00	\$52,446.00	(\$51,914.74)	\$350,753.58		\$409,301.32
	64.16%	\$354,443.94		\$356,358.69	\$84,327.00	\$138,817.68	\$243,144.68	\$453,986.00	\$45,986.00	(\$1,914.74)	\$46,625.40		\$46,625.40
	15.64%	\$15,165.00		\$15,165.00	\$10,339.00	\$81,801.00	\$92,340.00	\$92,340.00	\$0.00	\$0.00	\$0.00		\$0.00
	25%	\$6,724.00		\$6,724.00	\$2,711.00	\$20,161.00	\$20,161.00	\$20,161.00	\$0.00	\$0.00	\$0.00		\$0.00
0%	\$0.00		\$0.00	\$0.00	\$0.00	\$31,290.00	\$31,290.00	\$0.00	\$0.00	\$0.00		\$0.00	
0%	\$0.00		\$0.00	\$0.00	\$0.00	\$5,012.00	\$5,012.00	\$0.00	\$0.00	\$0.00		\$0.00	

[illegible]

WBS										Performance
LOLWWTP Rehabilitation and Expansion (DELTA)										Variance At Completion
Performance % Complete (Delta)										Schedule Variance (Delta)
Earned Value Cost										Estimate At Completion
Planned Value Cost										Estimate To Complete
Actual Cost (Delta)										Budget At Completion (Delta)
Estimate At Completion (Delta)										Cost Variance (Delta)
Estimate At Completion (Delta)										Variance At Completion (Delta)
Preliminary Design Development (30% Design)										(\$1,079,489.63)
Ecological and Environmental Assessment										(\$1,079,489.63)
Detailed Design Development										(\$1,079,489.63)
Quality Management										(\$1,079,489.63)
QA/QC and Constructability										(\$1,079,489.63)
Permitting										(\$1,079,489.63)
FDEP Domestic Wastewater Major Permit Modification										(\$1,079,489.63)
FDEP Statewide Environmental Resource Permit (ERP)										(\$1,079,489.63)
FDEP Federal Section 404 Individual Permit										(\$1,079,489.63)
County ROW Permit										(\$1,079,489.63)

**Land O'Lakes Wastewater Treatment Facility
Improvements and Expansion**

Progress Schedule and Earned Value Analysis Report

ATTACHMENT B "PROGRESS SCHEDULE (UPDATED 10/31/25)"

Sample Cost Control Report

LOLWWTP Rehabilitation and Expansion - 10/31/25 Update EV_AAR2

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price	Remarks
1	Excavation and Backfill	m³	100	150	15000	
2	Foundation Work	m²	50	300	15000	
3	Structural Steel Erection	kg	2000	100	200000	
4	Concrete Casting	m³	200	100	20000	
5	Roofing Work	m²	100	200	20000	
6	Interior Finishing	m²	500	40	20000	
7	Exterior Finishing	m²	100	200	20000	
8	Painting Work	m²	100	200	20000	
9	Electrical Installation	m	1000	20	20000	
10	Plumbing Work	m	500	40	20000	
11	Sanitary Work	m	200	100	20000	
12	Fire Fighting System	m	100	200	20000	
13	Security System	m	100	200	20000	
14	Landscaping Work	m²	100	200	20000	
15	Site Clearance	m²	100	200	20000	
16	Drainage Work	m	100	200	20000	
17	Water Supply System	m	100	200	20000	
18	Gas Supply System	m	100	200	20000	
19	Telecommunications	m	100	200	20000	
20	Other Works	m	100	200	20000	

Ibzan's Earned Value Layout

[illegible]

\$1,000,000.00

**Land O'Lakes Wastewater Treatment Facility
Improvements and Expansion**

Progress Schedule and Earned Value Analysis Report

ATTACHMENT C "CASH FLOW CURVES / BILLING PROJECTIONS (UPDATED 10/31/25)"

Sample Cost Control Report

PROJECT BILLINGS

\$2,500,000.00

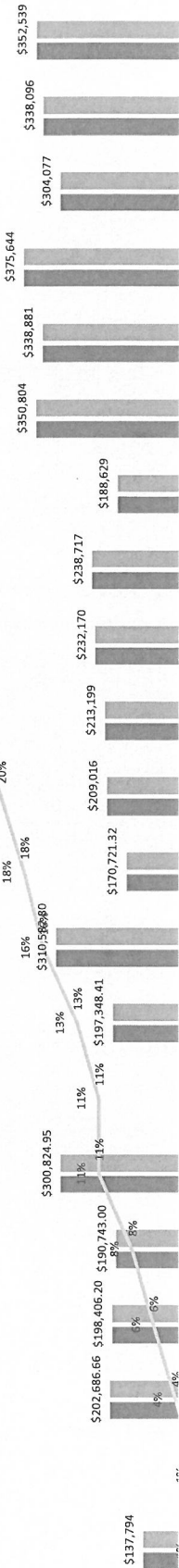
\$2,000,000.00

\$1,500,000.00

\$1,000,000.00

\$500,000.00

Monthly Billings



Lump Sum

Monthly Contract Analysis

Vogel Bros. Building Co. | RFP-25-688 | Polk County

Sample Cost Control Report

NOTE	CLARIFICATIONS TO MONTHLY CONTRACT ANALYSIS
1	Labor Burden included under Labor.
2	Forecast Cost at Completion Include \$739,769.09 in owner's remaining allowances minus \$153,030.15 of AAR3 and AAR 4 combined profit as detailed on line 1.b, plus \$5,500 to cover forecasted expenses on open general cost codes.
3	Additional expected profit from AAR3 and AAR#4 combined. Note from AAR3 and AAR4 breakdown that this amount is a combination of OH & Profit, bond and insurances calculated for AAR3 and AAR4 combined. Since the budget for this additional work came out from the Owner's allowance, and the Owner's allowance was already recognized as a cost in Acumatica we represent the additional profit as a reduction of budgeted cost equal to the expected profit amount. This is to maintain same contract value.
4	Contract amount shown on the Billings section do not includes the originally designated \$2,800,000 Owner allowances and \$22,077 for the potential funding evaluation credit (tasks 400.1017 and 500.2.24)
5	Projected billings did not considers unexecuted Owner's allowances.
6	The County has informed us that they will do the Federal/State funding evaluation and application in-house. Therefore, we'll not be able to invoice this amount and will eventually become a credit. However, the County wants to hold the money until the end as an additional contingency just in case they need the funds for other purpose in the project.
7	Ardurras subcontract was increased by \$44,086. Budget modification made to move \$44,086 from Others (Owner Allowance) to Ardurra's cost code.
8	AAR No.1 through No.4 approved. Refer to PCO Log sheet.
9	Modified Budget colum total does not include the potential credit as detailed for line 1 note 6 to match with Acumatica. However, this is irrelevant because the projected profit has been calculated as the difference between the contract amount to date with the credit and the forecast cost at completion.
10	Note that approximately 25% of the actual contract amount will remain unbillable until the 4th quarter of 2026. This represents \$2,339,175.15 corresponding to the early procured electrical gear which is anticipated to be shipped on the 4th quater of 2026.

Monthly Billing Projection

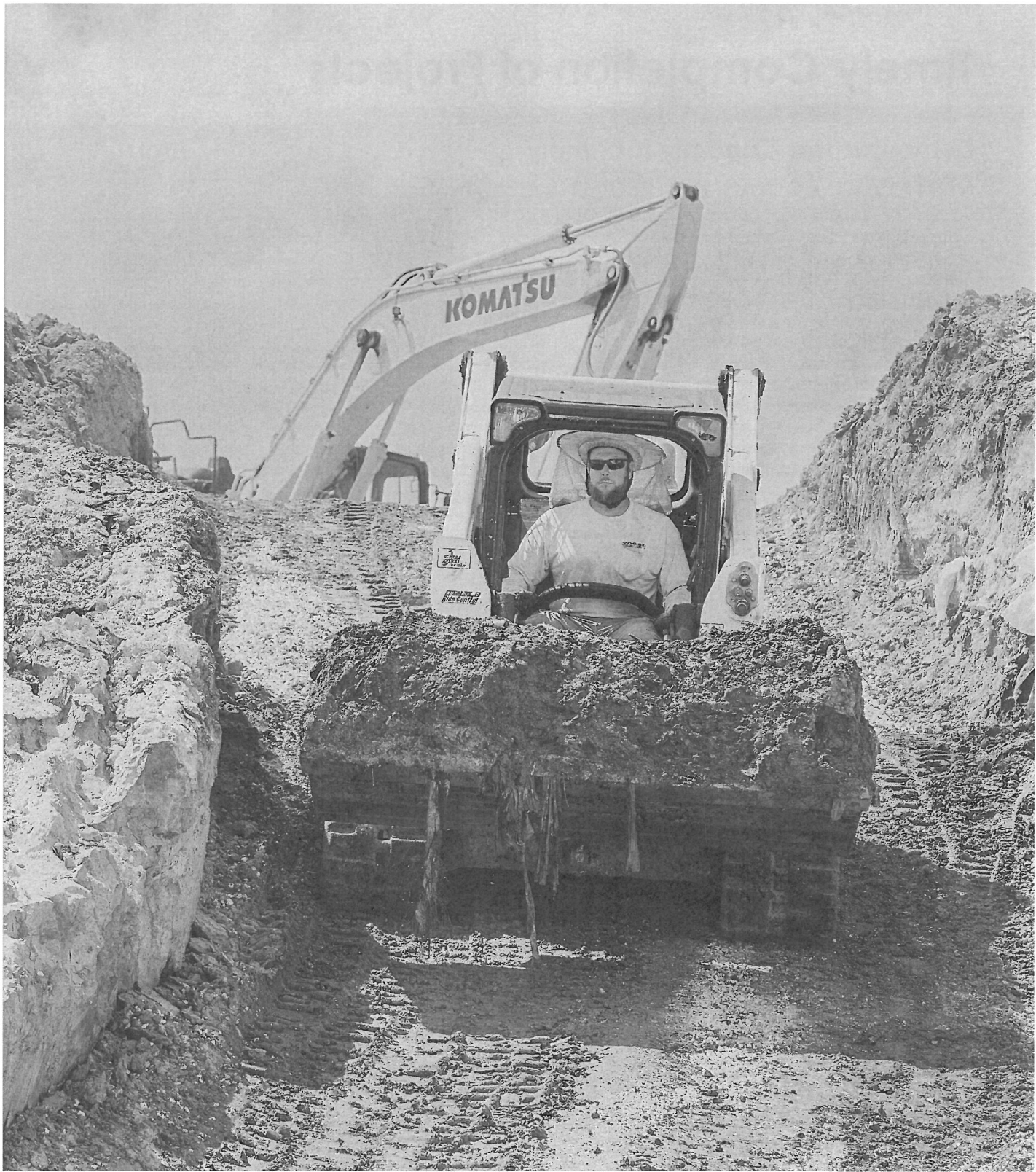
Contract Amount:
Approved AARs:
Rev. Allowable Billing Amount:
Month of first billing

	REFER TO NOTE
7,125,567	4
2,413,261	8
9,538,828	
Dec-23	

Total billed

Period	Actual Billing	Projected Billing	Cummulative Percent Completed	REFER TO NOTE
Dec-23	\$ 137,793.56	\$137,793.56	1%	
Jan-24	\$ -	\$0	1%	5
Feb-24	\$ 202,686.66	\$202,686.66	4%	5
Mar-24	\$ 198,406.20	\$198,406.20	6%	5
Apr-24	\$ 190,743.00	\$190,743.00	8%	5
May-24	\$ 300,824.95	\$300,824.95	11%	5
Jun-24	\$ -	\$0	11%	5
Jul-24	\$ 197,348.41	\$197,348.41	13%	5
Aug-24	\$ 310,582.80	\$310,582.80	16%	5
Sep-24	\$ 170,721.32	\$170,721.32	18%	5
Oct-24	\$ 209,016.48	\$209,016.48	20%	5
Nov-24	\$ 213,199.48	\$213,199.48	22%	5
Dec-24	\$ 232,170.20	\$232,170.20	25%	5
Jan-25	\$ 238,717.30	\$238,717.30	27%	5
Feb-25	\$ 188,629.26	\$188,629.26	29%	5
Mar-25	\$ 350,803.72	\$350,803.72	33%	5
Apr-25	\$ 338,880.55	\$338,880.55	36%	5
May-25	\$ 375,644.11	\$375,644.11	40%	5
Jun-25	\$ 304,076.74	\$304,076.74	44%	5
Jul-25	\$ 338,096.34	\$338,096.34	47%	5
Aug-25	\$ 352,539.03	\$352,539.03	51%	5
Sep-25	\$ 424,994.05	\$424,994.05	55%	5
Oct-25	\$ 293,781.75	\$293,781.75	58%	5
Nov-25		\$259,357.55		5
Dec-25		\$416,599.52		5
Jan-26		\$394,020.43		5
Feb-26		\$317,430.41		5
Mar-26		\$215,874.63		5
Apr-26		\$2,365,889.79		5
Subtotal	\$5,569,655.91	\$9,538,828		

Monthly Billings



Tab 5 Timely Completion of Projects

Timely Completion of Projects

Demonstrated Capacity for Timely Delivery

Vogel Bros. Building Co. has a long-standing record of completing complex water and wastewater infrastructure projects on schedule and within budget across Central Florida. Our ability to meet aggressive deadlines is founded on disciplined project planning, realistic resource forecasting, and a proactive management culture that anticipates challenges before they impact the schedule. Every project is managed through Primavera P6, supported by our internal Integrated Project Controls System, which combines cost, schedule, and resource tracking in real time. This system allows our Preconstruction and Construction teams to continually measure progress and apply corrective actions early—ensuring that project milestones are achieved without compromising quality or safety.

Current and Future Workload

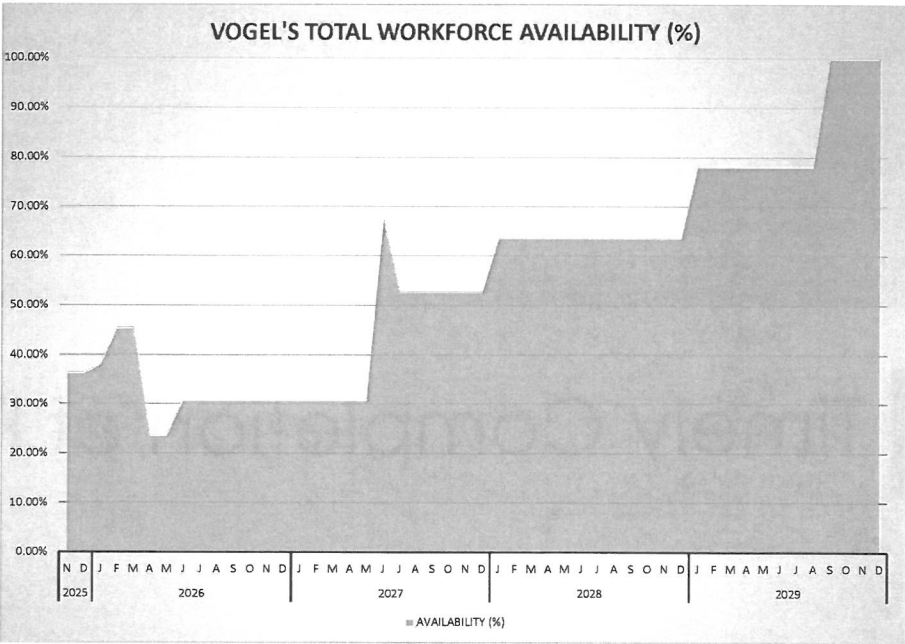
Vogel Bros. currently maintains a balanced portfolio of progressive design-build, CMAR, and hard-bid projects across Central Florida. Our portfolio includes multiple wastewater treatment plant expansions, pumping station upgrades, and reclaimed water improvements—projects similar in scale and technical complexity to the Polk County Regional WWTF Improvements. Our projects are strategically located within a 100-mile radius of our Lakeland, FL office, allowing us to maintain direct oversight, mobilize resources quickly, and ensure that project leadership remains engaged daily with both field operations and client teams. This geographic focus strengthens quality control, enhances communication, and supports timely project delivery.

Resource Planning and Availability

To ensure consistent delivery performance, Vogel Bros. performs rolling workforce forecasting on a quarterly basis to evaluate manpower and management capacity across all active and upcoming projects. Each project is assigned a proportional “weight” based on its complexity, scope, and anticipated duration—representing the percentage of our total workforce it requires at peak activity.

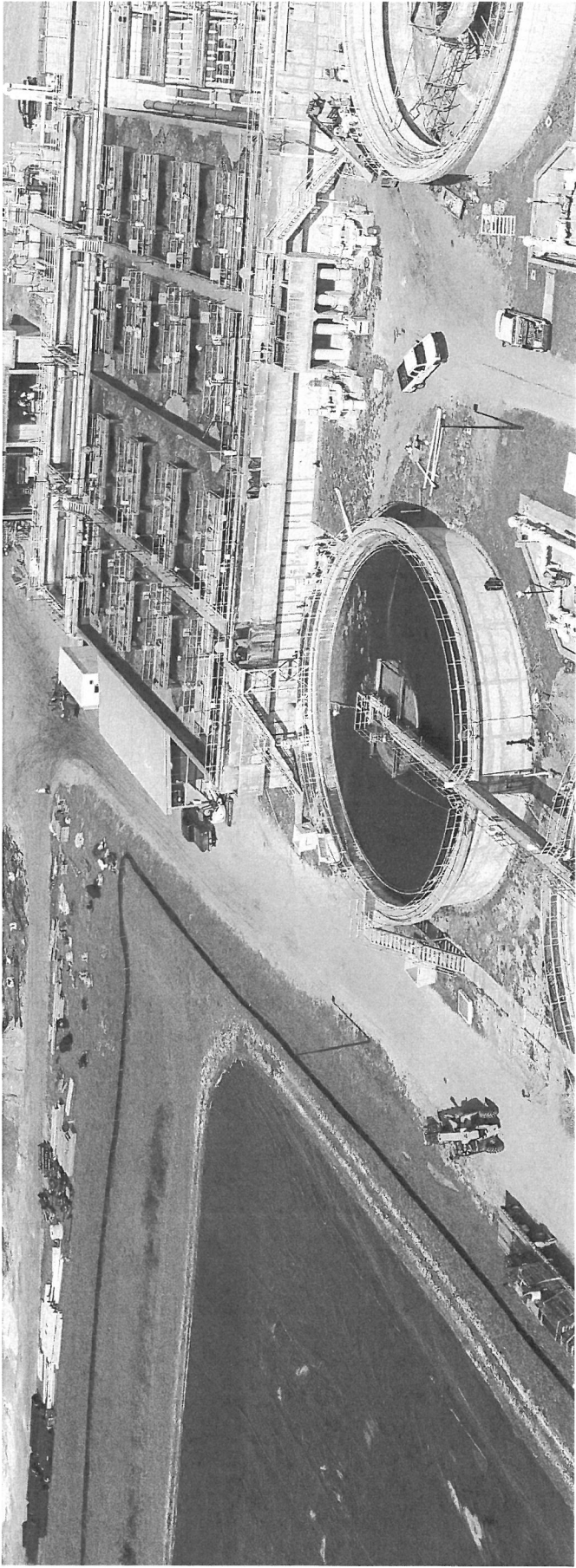
By aggregating these weighted values, we generate an organization-wide resource forecast that extends through 2029 and is continually updated to reflect schedule progress, new awards, and anticipated staffing needs. This proactive approach enables leadership to anticipate workload fluctuations early, plan for staff redeployment, and supplement resources through strategic hiring or subcontractor partnerships as needed.

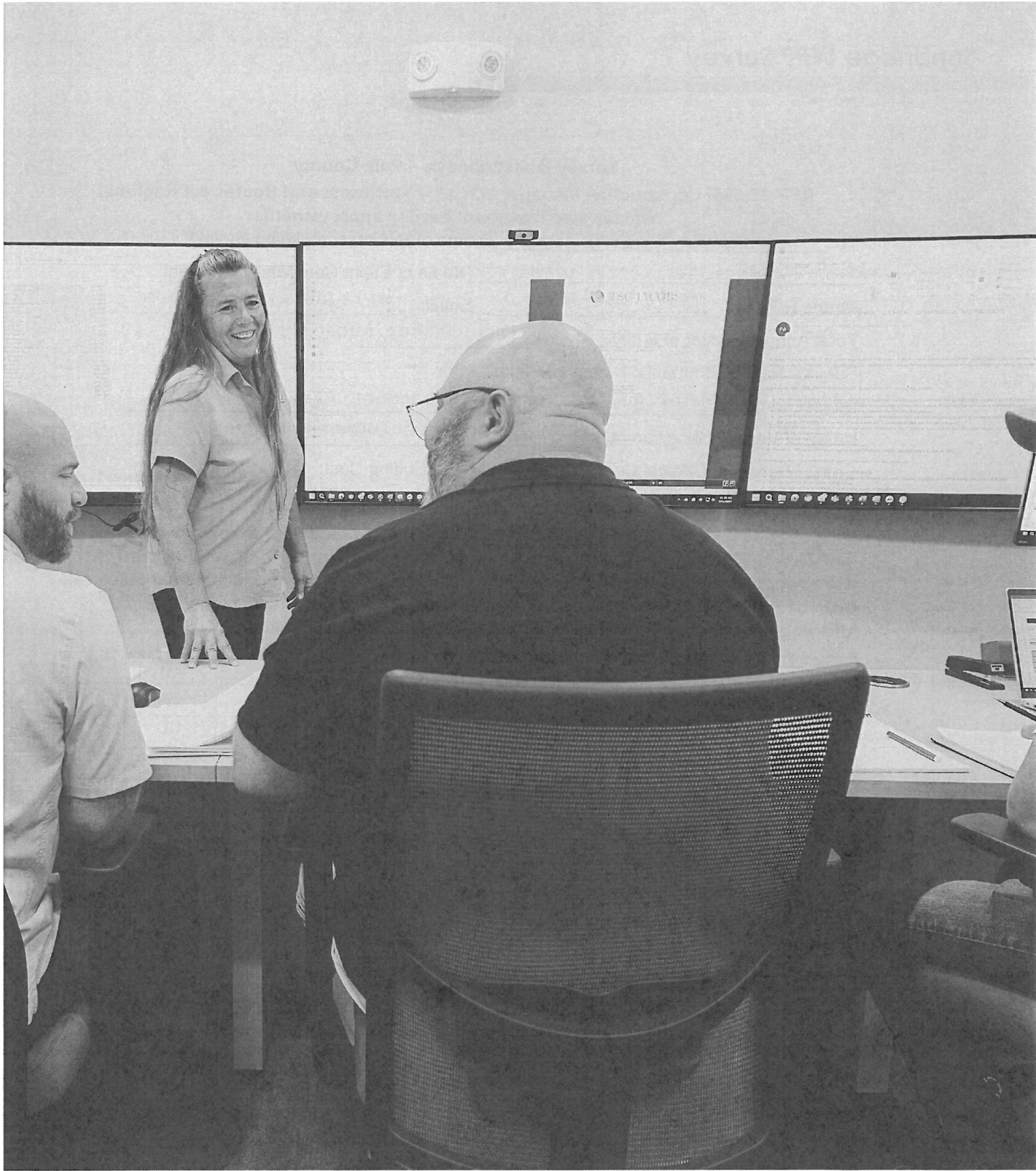
Our analysis confirms that Vogel Bros. maintains sufficient capacity to execute the Polk County Regional WWTF Improvements while sustaining our ongoing commitments. With an average workforce utilization of 40–50% through 2029, we retain the flexibility to absorb schedule accelerations, overlapping project phases, or additional assignments without compromising quality, performance, or client service.



Project	Owner	Projected Completion Date	Weight	Workload Weight (Based on % of the total firm staff needed for each project)	2025												2026												2027																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Sunshine Water Mid-County MBR	Sunshine Water	Jan-26	1.00	7.27%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Glendale WRF CCC & Effluent Pumps	City of Lakeland	May-27	1.50	10.91%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Wauchula South Water Main	City of Wauchula	May-26	0.50	3.64%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Sampsey & Sunshine WWTF Upgrades	Sunshine Water	May-27	1.00	7.27%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Wauchula PH 8 WIT Improvements	City of Wauchula	May-26	0.50	3.64%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Haines City WWTP Expansion (PH-1)	City of Haines City	May-27	2.50	18.18%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Haines City Emergency Generator	City of Haines City	December-25	0.25	1.82%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Shady Hills Headwork Replacement	Pasco County	October-27	1.50	10.91%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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Land O' Lakes WWTP Expansion	Pasco County	August-29	3.00	21.82%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
Sulphur Spring Master Pump Station	City of Tampa	December-28	2.00	14.55%																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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AVAILABILITY (%)					36%	36%	38%	45%	45%	24%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	67%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%

Commitment to Timely Delivery
 Vogel Bros. takes pride in its unwavering commitment to schedule integrity. Through disciplined planning, monitoring, we ensure that every project milestone is achieved on time and in coordination with all stakeholders. Through forecasting, local presence, and proven track record on complex water and wastewater projects prior to the Northwest and Southwest Regional WWTF Improvements will be delivered efficiently, safely, and on schedule.





Tab 6 Surveys

Sunbridge WRF Survey

Survey Questionnaire – Polk County

RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Christopher Wilson (Name of Person completing survey)

Tavistock Development Company/Toho Water Authority (Name of Client Company/Consultant)

Phone Number: (407) 466-4570 Email: cwilson@tavistock.com

Total Annual Budget of Entity \$200M (Toho Water Authority)

Subject: Past Performance Survey of Similar work:

Project name: Sunbridge Wastewater Treatment Plant

Name of Vendor being surveyed: Tavistock Development Company

Cost of Services: Original Cost: \$36,016,165 Ending Cost: \$37,086,763

Contract Start Date: 12/21/2021 Contract End Date: 8/13/2023

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)	10
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)	10
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)	10
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)	10

Printed Name of Evaluator Christopher Wilson

Signature of Evaluator:  11/10/25

Please fax or email the completed survey to: _____

Haines City WWTP Survey

Survey Questionnaire – Polk County

RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Vickie Ramsier (Name of Person completing survey)

City of Haines City (Name of Client Company/Consultant)

Phone Number: (863) 421-9961 Ext 5251 Email: vickie.ramsier@hainescity.com

Total Annual Budget of Entity \$49,000,000

Subject: Past Performance Survey of Similar work:

Project name: Haines City WWTP Expansion

Name of Vendor being surveyed: Vogel Bros. Building Co.

Cost of Services: Original Cost: \$62,039,610 Ending Cost: \$62,039,610

Contract Start Date: 11/21/2024 Contract End Date: 10/15/2028

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 Vickie Ramsier

Signature of Evaluator: Vickie Ramsier

Please fax or email the completed survey to: _____

Land O'Lakes WWTP Expansion Survey

Survey Questionnaire – Polk County

RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Matthew Wetherington (Name of Person completing survey)

Pasco County Utilities (Name of Client Company/Consultant)

Phone Number: (727) 247-0292 Email: mwetherington@pascocountyfl.net

Total Annual Budget of Entity \$450M (Pasco County Utilities)

Subject: Past Performance Survey of Similar work:

Project name: Progressive Design Build - Land O' Lakes WWTP Expansion & Improvements

Name of Vendor being surveyed: Vogel Bros. Building Co.

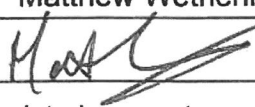
Cost of Services: Original Cost: \$120M (Precon + estimated GMP) Ending Cost: \$120M (Precon + estimated GMP)

Contract Start Date: 12/1/24 Contract End Date: Fall 2029 (Based on GMP approval on April 2026)

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)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	N/A
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)	9
9	Ability to maintain proper documentation	(1-10)	10
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)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Matthew Wetherington

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Harmony WRP Expansion Survey

Survey Questionnaire – Polk County RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Lan Zhou (Name of Person completing survey)

TOHO Water Authority (Name of Client Company/Consultant)

Phone Number: (407) 944-5027 Email: LZHOU@tohowater.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: TOHO Water Authority Harmony Water Reclamation Facility Expansion to 0.75 MGD

Name of Vendor being surveyed: Vogel Bros. Building Co.

Cost of Services: Original Cost: \$10,352,991 Ending Cost: \$9,890,420

Contract Start Date: 7/7/2023 Contract End Date: 10/29/2025

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 Lan Zhou

Signature of Evaluator: Lan Zhou

Please fax or email the completed survey to: _____

Walnut WRF Survey

Survey Questionnaire – Polk County

RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Lyndsey Austin (Name of Person completing survey)
Toho Water Authority (Name of Client Company/Consultant)
Phone Number: (407) 840-1532 Email: laustin@tohowater.com
Total Annual Budget of Entity \$200M

Subject: Past Performance Survey of Similar work:

Project name: Walnut WRF Decommission & LS Modifications

Name of Vendor being surveyed: Vogel Bros. Building Co.

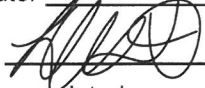
Cost of Services: Original Cost: \$3,974,198 Ending Cost: \$4,369,574

Contract Start Date: 8/25/2022 Contract End Date: 7/29/2025

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)	9
6	Ability to communicate with Client's staff	(1-10)	9
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)	9
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 Lyndsey Austin

Signature of Evaluator: 

Please fax or email the completed survey to: _____

East Side WRP Expansion Survey

Survey Questionnaire – Polk County

RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Mark Griffin (Name of Person completing survey)

City of Clermont (Name of Client Company/Consultant)

Phone Number: (352) 241-0178 Email: MGriffin@Clermontfl.org

Total Annual Budget of Entity: \$163,675,923

Subject: Past Performance Survey of Similar work:

Project name: Clermont East WRF Expansion

Name of Vendor being surveyed: Vogel Bros Bldg Co

Cost of Services: Original Cost: \$44,300,000 Ending Cost: \$44,873,383.13

Contract Start Date: 4/6/23 Contract End Date: 11/13/25

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 Mark Griffin

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: _____

Mid County WWTP Survey

Survey Questionnaire – Polk County

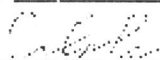
RFP 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

To: Cesar Pastrana (Name of Person completing survey)
Sunshine Water Services (Name of Client Company/Consultant)
Phone Number: 407-773-1693 Email: cesar.pastrana@nexuswg.com
Total Annual Budget of Entity _____
Subject: Past Performance Survey of Similar work:
Project name: Mid County WWTP MBR Improvements
Name of Vendor being surveyed: Vogel Bros Building Co
Cost of Services: Original Cost: \$22,090,018 Ending Cost: \$22,090,018
Contract Start Date: 12/23/2022 Contract End Date: 4/1/2026

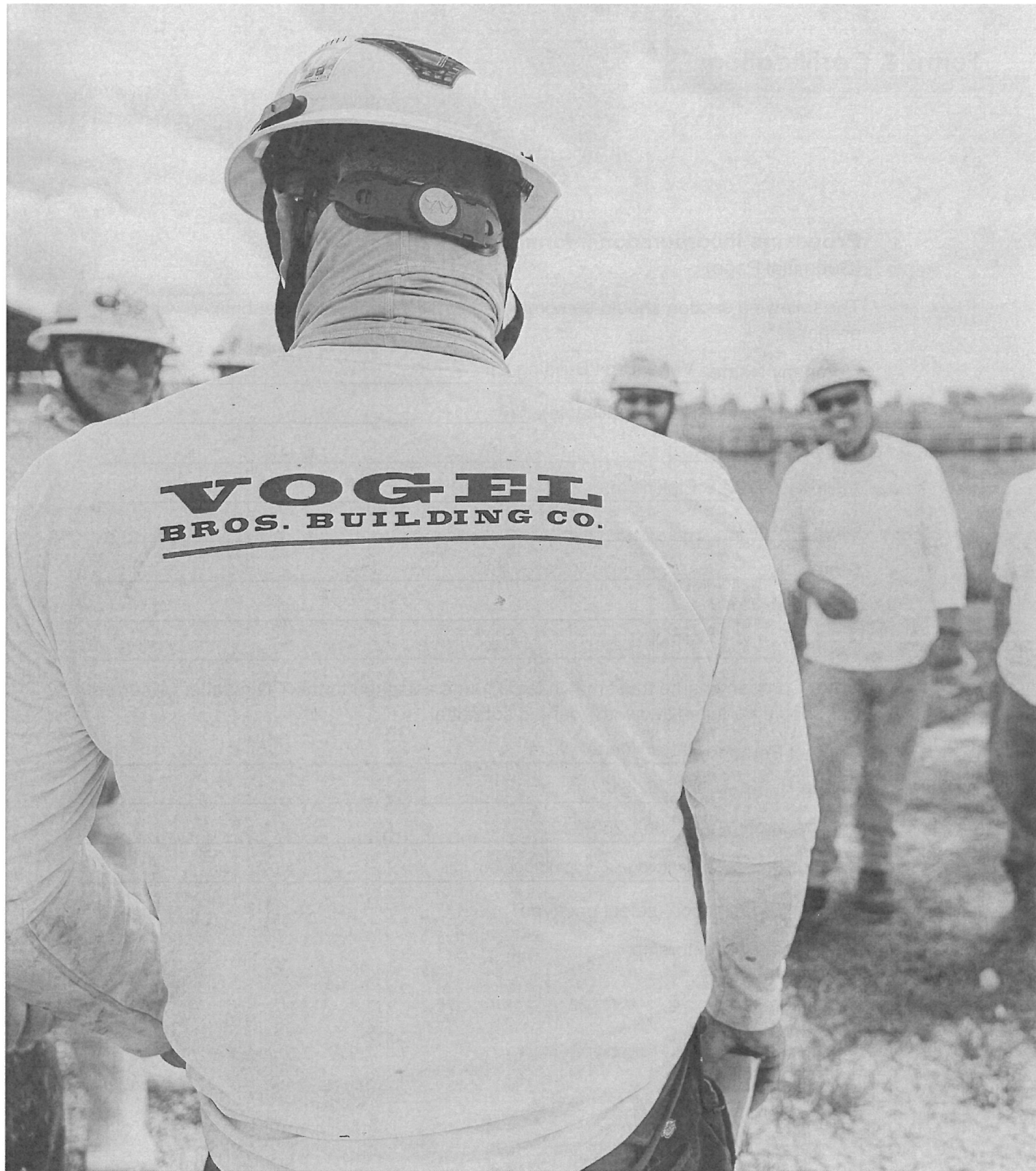
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best 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 Cesar Pastrana

Signature of Evaluator: 

Please fax or email the completed survey to: damenvogel@vogelbldg.com



Tab 7

Additional Forms, Certifications, & Addendums

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all proposers and submitted with their proposal:

Company Name: Vogel Bros Building Co

DBA/Fictitious Name (if applicable): n/a

TIN #: 39-0679620

Address: 4223 S Pipkin Rd

City: Lakeland

State: FL

Zip Code: 33811

County: Polk

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

Contact Person: Darren Vogel

Phone Number: 352-262-6127

Cell Phone Number: 352-262-6127

Email Address: darrenvogel@vogelbldg.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: Wisconsin

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

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT 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.**

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

Company Name: Vogel Bros Building Co

Signature: [Signature]

Title: Vice President of Operations

Date: Nov 20, 2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20 day of November, 2025, by Darren Vogel (name) as Vice President of Operations (title of officer) of

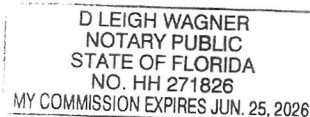
Vogel Bros Building Co (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: D Leigh Wagner

Printed Name of Notary Public: D Leigh Wagner

Notary Commission Number and Expiration: HH271826 6-25-2026

(AFFIX NOTARY SEAL)



Forms & Certifications

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Vogel Bros Building Co (Contractor) certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Vogel Bros Building Co, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. ~~§ 3801~~ et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official 

Name and Title of Contractor's Authorized Official Darren Vogel Vice President of Operations

Date 11-20-25

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

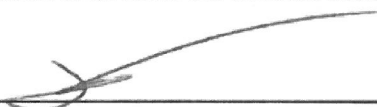
The Offeror certifies, to the best of its knowledge and belief, that-

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Florida Division Emergency Management, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SIGNATURE:  _____

COMPANY NAME: Vogel Bros. Building Co

DATE: 11-20-25

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-688, Construction Manager at Risk – NWRWWTF & SWRWWTF Facility Improvements

The undersigned, as an authorized officer of the contractor identified below (the "**Contractor**"), 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 Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor 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 Contractor, and any subcontractor under the Contract, 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 the Contract, and the Contractor 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 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 the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 20 day of November, 2025

ATTEST:

By: D Leigh Wagner

PRINTED NAME: D Leigh Wagner

Its: Asst Corporate Secretary

CONTRACTOR:

By: [Signature]

PRINTED NAME: Darren Vogel

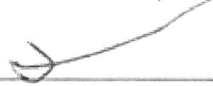
Its: Vice President of Operations

EXHIBIT IX: DRUG-FREE WORKPLACE FORM

The undersigned Proposer in accordance with Florida Statute 287.087 hereby certifies that Vogel Bros. Building Co. does: (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1892 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Proposers Signature

11-20-25
Date

Forms & Certifications

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 13029

CLASS: B+

EXPIRES:

09/30/2026

OWNER NAME	LOCATION
PETER C- CERT VOGEL	4223 S PIPKIN RD LAKELAND

BUSINESS NAME AND MAILING ADDRESS

VOGEL BROS BUILDING CO
VOGEL BROS BUILDING CO
4223 S PIPKIN RD, STE 100
LAKELAND, FL 33811

CODE

ACTIVITY TYPE

230150

CONTRACTOR GENERAL

PROFESSIONAL LICENSE (IF APPLICABLE)

DBPR-CGC1509018

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY
DISPLAYED AT THE BUSINESS LOCATION

PAID - 3397697 07/03/2025 OPY

OLP 57.75

VOGEL BROS BUILDING CO



TC301F-22

Addendum 1

November 5, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

BID# 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

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

Contained within this addendum: email address correction

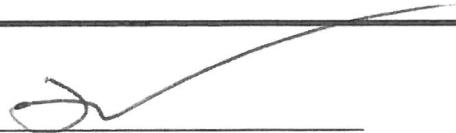
Please be advised that all questions should be emailed to Brad Howard at bradhoward@polkfl.gov.

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

**This Addendum sheet should be signed and submitted with your
bid submittal.**

Signature: _____



Printed Name: _____

Darren Vogel

Title: _____

Vice President of Operations

Company: _____

Vogel Bros Building Co

Addendum 2

November 6, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2 RFP# 25-688, Construction Manager at Risk – Northwest and Southwest Regional Wastewater Treatment Facility Improvements

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

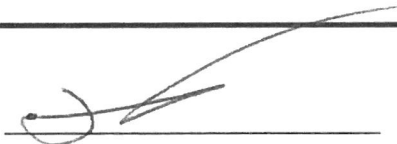
Contained within this addendum: modification to Tab 3, Experience and Expertise, Personnel & Technical Resources; questions and answers

Brad Howard

Brad Howard
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal.

Signature:



Printed Name:

Darren Vogel

Title:

Vice President of Operations

Company:

Vogel Bros Building Co

EXHIBIT “B”

PRE-CONSTRUCTION SERVICES ADDENDUM

Construction Manager at Risk – Southwest Regional Wastewater Treatment Facility Improvements

I. Construction Team Representatives

County	Polk County The Board of County Commissioners County Manager Deputy County Manager Utilities Division Director
Architect/Engineer	Black & Veatch Corporation Amanda Schwerman, President Kent Lackey, Senior Vice President Andy Westfall, Project Engineer Steven King, Project Manager
Construction Manager	Vogel Bros. Building Co. Peter Vogel, President (Principal) Darren Vogel, PE, Vice President (Principal) Ibzan Ortiz, PE, PMP, Preconstruction Director Andrew Decker, Project Executive Gage Vincent, PE, Project Manager Ivan Martinez, PE, Pre-Construction Manager Brian Veal, Lead Estimator David Morris, Superintendent

II. Pre-Construction Phase Services

1. To be provided in accordance with the CMAR Agreement Terms and Conditions unless otherwise noted.

III. Omitted Services as previously included in Article 2 of the Agreement

1. N/A unless otherwise noted.

IV. Construction Manager’s Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Project Executive	Darren Vogel, PE	15	1.4%
Preconstruction Director	Ibzan Ortiz, PE, PMP	15	13%
Senior Preconstruction Manager	TBD	15	0
Preconstruction Manager	Ivan Martinez, PE	15	67%
Project Controls Specialist	Rafael Santiago	15	31%
Project Manager	Gage Vincent, PE	15	18%

Project Engineer	TBD	15	0
Senior Superintendent	David Morris	15	0
Superintendent	TBD	15	0
Project Assistant	TBD	15	0
Lead Estimator	Brian Veal	15	30%
Estimator	Sea O'Donnell	15	19%
QA/QC	TBD	15	7%
Safety Manager	Daniel Vogel	15	0

PRECONSTRUCTION
SCOPE OF SERVICES

SOUTHWEST REGIONAL WASTEWATER TREATMENT FACILITY IMPROVEMENTS

I. PROJECT BACKGROUND AND INTRODUCTION

Polk County (the County) owns and operates the Southwest Regional Wastewater Treatment Facility (SWRWWTF), which serves the County's Southwest Utility Service Area. Based on prior evaluations and planning studies, the County identified a series of capital improvements necessary to enhance operational reliability, improve treatment performance, and support long-term system capacity needs at SWRWWTF. These improvement objectives form the basis of the SWRWWTF Improvements Project, which includes the implementation of membrane bioreactor (MBR) treatment technology and other supporting facility upgrades.

The County retained Black & Veatch to perform engineering design services for the planned improvements. To support effective project delivery and facilitate collaboration during design and construction, the County elected to implement the project using the Construction Manager at Risk (CMAR) alternative delivery method. Through a competitive Request for Qualifications (RFQ) process, Vogel Bros. Building Co. was selected to provide preconstruction and construction services for the project under the CMAR delivery approach.

Through Request for Proposal (RFP) 24-552 – Engineering Services for Improvements to the Northwest and Southwest Regional Wastewater Treatment Facilities, the County formally identified the need to improve the operational reliability and treatment capabilities of its regional wastewater facilities. As part of this effort, the County evaluated recommendations contained in the Conceptual Clarification and Filtration Improvements at the Northwest and Southwest Regional Wastewater Treatment Facilities Report (Carollo Engineers, March 2024).

Following evaluation of alternatives presented in the report, the County elected to implement membrane bioreactor (MBR) technology at the SWRWWTF in lieu of replacing the existing secondary clarifiers and filtration systems. The selection of MBR treatment was driven by several key factors, including the need to support future capacity expansion, meet increasingly stringent effluent quality requirements, and provide a flexible treatment platform capable of supporting future alternative water supply and reuse applications.

The planned improvements associated with the SWRWWTF Improvements Project generally include, but are not limited to, the following major components:

- Construction of a new headworks facility
- Installation of a new odor control system
- Construction of new flow equalization basins and associated pumping systems
- Construction of a new MBR treatment facility
- Conversion of existing secondary clarifiers into reject storage tanks
- Construction of a new solids feed pump station
- Construction of a new solids dewatering building and dewatering system

- Construction of a new electrical building and plant-wide electrical, instrumentation, control, and SCADA system improvements

The following scope outlines the anticipated preconstruction services to be performed by the Construction Manager at Risk (CMAR). These services are intended to support coordination and planning activities during the design phase and include, but are not limited to, preconstruction phase coordination, scheduling, early procurement planning, risk identification and mitigation, project controls and reporting, development of opinions of probable construction cost, preparation of the Guaranteed Maximum Prices (GMPs), Maintenance of Plant Operations (MOPO) planning, constructability reviews, value engineering (VE), evaluation conceptual alternatives to the proposed MBR approach.

II. SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT

The Construction Manager (CMAR) will lead and manage the processes of performing the CMAR services as detailed in this scope to provide overall coordination of the project work and its deliverables. The activities that comprise these processes are detailed in the following Tasks and Subtasks.

TASK 100.1 – General Project Management

The CMAR shall coordinate with project stakeholders including the County and the Engineer throughout the preconstruction phase to support the design development and facilitate effective communication, information exchange, and overall alignment between the design and construction objectives.

TASK 100.2 – Site Visit & Investigation

The CMAR will perform one (1) site visit to investigate existing conditions, review spatial constraints, evaluate structure placements, develop ingress & egress plan for construction, and analyze site conditions.

TASK 100.3 – Project Schedule

The CMAR will be responsible for developing and maintaining a comprehensive project schedule throughout the duration of the project preconstruction phase which is anticipated to last **15** months based on the consultant schedule. The schedule will be crafted using Primavera P6 software, enabling cost loading to support Earned Value Management (EVM) activities. It will encompass all activities outlined in the CMAR preconstruction scope of services, as well as design tasks and will broadly outline tasks anticipated in subsequent project phases. The schedule will be presented in a Gantt chart format, highlighting the interrelationships between tasks and key project timelines. Both the original baseline and actual progress will be reflected in this schedule.

A preliminary baseline schedule will be submitted to the County for review and approval. To ensure ongoing alignment and transparency, the project schedule will be updated monthly and provided electronically to the County as part of the routine monthly progress reports and invoicing.

Task 100.3 Deliverables:

- Draft and final Project Schedule baseline and monthly updates (electronic format only (.xer and .pdf).

TASK 100.4 – Project Controls and Reporting

The CMAR will implement project controls strategies to maintain rigorous oversight of the project's progress through **Earned Value Management (EVM)**. Utilizing the cost-loaded schedule developed in Task 100.3, supplemented by specialized **Excel Macros**, and integration with our accounting software **Acumatica**, the CMAR will assess and report on the overall health of the project. The following reports will be systematically generated and delivered:

- **Cash Flow Curves:** Available in both electronic format and PDF.
- **Project Status and Progress Reports:** These detailed reports will be provided in a searchable and bookmarked PDF format, including:
 - **Completed Work:** Summary of work completed since the last report.
 - **Anticipated Work:** Overview of work expected in the upcoming month.
 - **Budget Status:** Details on the contracted amount, total expenditure to date, remaining funds, percentage of budget spent, and actual project completion percentage.
 - **Schedule Status:** Analysis of any variances by project milestones and deliverables, including a comprehensive view of the entire project.
 - **Upcoming Milestones and Deliverables:** Dates and descriptions of expected milestones and deliverables for the next reporting period.
 - **Coordination and Information Requirements:** A list of required actions or information, specifying responsible parties.
 - **Challenges Encountered:** Description of any encountered problems with proposed resolutions, covering technical, budgetary, and scheduling issues.
 - **Potential Scope Changes:** Identification of possible changes, reasons for such adjustments, and their potential impacts on budget and schedule.
 - **Issues Needing Resolution:** List of critical issues requiring resolution, including parties involved and deadlines to avoid project delays.
 - **Earned Value Analysis (EVA):** This will cover:
 - **Trend Analysis:** Conducted as needed to assess progress trends.
 - **Variance Analysis:** Performed as necessary to identify deviations from the plan.
 - **Forecasting:** Implemented when required to predict future project metrics.
 - **Reserves/Contingency Analysis:** Evaluation of reserves and contingencies to manage unforeseen changes effectively.
 - **What-If Scenarios:** Conducted when necessary to anticipate potential future challenges and plan appropriate responses.

Task 100.4 Deliverables:

- **Cash Flow Curves:** After approval of the baseline schedule and SOV, and updated cash flow curves monthly thereafter.
- **Earned Value Management (EVM) Baseline Metrics:** to be delivered next month following the approval of the baseline schedule and SOV.
- **Project Status & Progress Report with EVA:** will be delivered monthly by the day of the 15th of the month following the reporting period in a searchable and bookmarked PDF.

TASK 100.5 – Project Meetings & Workshops

100.5.1 Project Kickoff Meeting

CMAR will attend one (1) project kickoff meeting with the County and Engineer.

100.5.2 Design Meetings and Workshop Attendance (Conducted by others)

The CMAR will attend and participate in the following design meetings and workshops:

- Design Review Meetings:
 - 30% Design Review Meeting
 - 60% Design Review Meeting
 - 90% Design Review Meeting
 - 100% Design Review Meeting

100.5.3 Meetings and Workshops Conducted by the CMAR.

The CMAR will not only attend but also facilitate, set agendas for, and prepare minutes for the following meetings and workshops:

- GMP Review Meetings (Draft and Final) – at 90% drawings for each work package. Anticipate six (6) meetings total (draft and final for GMP-1, GMP-2, and GMP-3).
- Workshop: Major Equipment Selection and Early Procurement Plan.
- Workshop: Preliminary Sequence of Construction and Maintenance of Plant Operations (MOPO) Draft – 1 workshop after 60% engineering deliverable

Task 100.5 Deliverables:

- Meeting Minutes for all meetings and workshops listed under Task 100.5.3

TASK 200 – DESIGN SUPPORT AND PRECONSTRUCTION COORDINATION

The CMAR will ensure ongoing coordination with the design consultant and the project team to enhance the design of infrastructure and utilities affected by the project. This will be achieved through the execution of specific subtasks designed to integrate and optimize various aspects of the project.

TASK 200.1 – Evaluation of Alternative to Membrane Bioreactor Treatment (MBR)

At the County's discretion, the CMAR shall support the Engineer in evaluating conceptual alternative to the proposed MBR treatment approach. This effort will include the development of high-level cost estimates, constructability reviews, and input regarding construction phasing, site constraints, and operational impacts associated with each alternative.

The CMAR's input will be provided to the Engineer for incorporation into a comprehensive technical evaluation and final deliverable prepared by the Engineer. The CMAR's primary tangible deliverable under this task shall be the **Preliminary Opinion of Probable Construction Cost (POPCC)** for the evaluated alternative.

The CMAR shall provide practical construction insight related to means and methods, sequencing, and implementation risks to support the County's decision-making process. This may include identification of potential impacts to project schedule, Maintenance of Plant Operations (MOPO), and overall project complexity.

For budgeting purposes, it is assumed that **one (1) additional conceptual alternative** will be evaluated in addition to the baseline MBR approach. This alternative is anticipated to consist of a more conventional treatment configuration (e.g., secondary clarification and tertiary filtration in lieu of

MBR). Evaluation of additional alternatives beyond this assumed scope may require adjustment to the level of effort and associated fee.

Task 200.1 Deliverables:

- **Traditional Treatment Alternative POPCC:** To be provided in a searchable and bookmarked PDF format.

TASK 200.2 – Preliminary Opinion of Probable Construction Cost (POPCC)

At the Basis of Design Report (BODR), 30%, and 60% design milestones, the CMAR will develop Preliminary Opinion of Probable Construction Cost (POPCC). The POPCC will be supported by a detailed cost model developed by the CMAR that reflects the anticipated construction scope based on the design documents available at each milestone. The cost model will establish a standardized format and cost tracking system that will be utilized throughout the preliminary and final design phases to monitor cost trends and track changes to the project, including additions, deletions, and scope refinements as the design progresses.

The cost model will be organized using a consistent work breakdown structure and will identify major project components, quantities, and unit costs. As the design advances from the 30% to the 60% milestone, the CMAR will update the cost model to incorporate additional design detail, refined quantities, updated market conditions, and any design modifications identified through the design development process. The cost model will be used to evaluate cost impacts associated with design decisions and to support value engineering discussions with the County and Engineer.

The CMAR will utilize industry-standard cost modeling tools to develop accurate, market-based cost models. The cost model shall be evaluated using a statistical Program Evaluation and Review Technique (PERT) analysis in conjunction with a Monte Carlo simulation to analyze cost variability and uncertainty. These tools allow evaluation of best-case, worst-case, and most-likely cost outcomes across numerous iterations, supporting a data-driven approach to cost forecasting and helping establish a quantifiable level of confidence in the project cost projections.

To determine the overall direct costs, an appropriate construction contingency will be applied to the capital subtotal costs to account for uncertainties inherent in the level of design development at each stage. The contingency will be reviewed and adjusted as the design progresses and project risks are better defined.

The POPCC will include all relevant project-related indirect costs such as general conditions, bonds, insurance, and fees associated with design and construction management. These costs will be organized in a tabular format designed to be easily incorporated into a comprehensive bound report.

The cost estimate provided at the BODR and 30% design milestones will be classified as a Class 4 estimate according to the standards established by the American Association for Cost Engineers (AACE). Class 4 estimates are typically used for feasibility and budgetary evaluations and generally provide an expected accuracy range of approximately minus 30 percent to plus 50 percent.

The cost estimate provided at the 60% design milestone will be classified as a Class 3 estimate according to AACE standards. Class 3 estimates typically provide an expected accuracy range of approximately minus 20 percent to plus 30 percent.

Task 200.2 Deliverables:

- **BODR, 30% and 60% POPCC:** To be provided in a searchable and bookmarked PDF format.

TASK 200.3 – Quality Management

The CMAR will diligently monitor and document the outcomes of the quality management activities to evaluate the quality performance and ensure that all project deliverables are complete, correct, and align with the County's expectations. The approach to achieving these goals includes the following detailed subtasks.

TASK 200.3.1 – Design and Constructability Review

The CMAR will perform quality and constructability reviews at each design milestone (30%, 60%, 90%, and 100%). These reviews will include detailed evaluations of plans, specifications, and standard details, as well as coordination across all disciplines, including process/mechanical, civil, structural, architectural, HVAC, and plumbing.

To facilitate real-time collaboration and streamline the review process, a **Bluebeam Studio session** will be established. This will allow all stakeholders to review documents concurrently and document comments as the CMAR progresses through the review. At the conclusion of each review period, all comments and markups on drawings and specifications will be exported and saved within the project directory for recordkeeping.

Comments and markups from each design deliverable will be tracked and carried forward into subsequent design phases to verify that prior review comments have been adequately addressed. This iterative tracking process will continue through each milestone, culminating in confirmation that all comments are resolved in the final conformed design documents.

Task 200.3.1 Deliverables:

- **Bluebeam Review Sessions and Comment Exports:** Markups and comments generated during each design review phase, including exported PDF records of all comments and annotations.
- **Color-Coded Comment Tracking:** Comments and markups within Bluebeam will be tracked across design milestones using a color-coded system (e.g., red for open comments and green for resolved comments) to clearly demonstrate status and closure of review comments through the final conformed documents.

TASK 200.3.2 – Value Engineering (VE)

The CMAR will conduct a thorough review of all design documents and specifications to identify opportunities for value engineering. Recommendations resulting from these reviews will be compiled and presented to the County in a tabulated format. Each recommendation will include a description of the proposed change, along with a high-level budgetary estimate of the potential cost and/or schedule savings associated with each VE alternative presented.

The County will evaluate each alternative and make the final determination regarding its adoption. These decisions, along with any associated savings, will be documented in the VE form to maintain a record and facilitate tracking.

Task 200.3.2 Deliverables:

- **VE Alternatives Proposal:** VE Log with description of recommendations and associated estimated cost and schedule savings for each recommendation in electronic format (.xls).

TASK 200.3.3 - Buy American Compliance

During the preconstruction phase, the CMAR will assist the County and Engineer in reviewing project specifications and procurement requirements to ensure compliance with domestic sourcing requirements associated with federally funded projects. These requirements include the American Iron and Steel (AIS) provisions and the Buy America requirements for materials permanently incorporated into the project.

The CMAR will review the project specifications, technical sections, and material requirements to identify components that may be subject to domestic manufacturing requirements, including iron and steel products, manufactured products, and construction materials. This review will focus on items commonly affected by these provisions such as piping systems, valves, fittings, and other applicable materials.

Based on this review, the CMAR will coordinate with the County and Engineer to confirm that the specifications clearly identify applicable domestic sourcing requirements and that appropriate language is included in the bid documents. The CMAR will also assist in identifying potential procurement risks related to material availability, manufacturing compliance, or schedule impacts associated with domestic sourcing requirements.

Task 200.3.3 Deliverables:

- **Buy America / AIS Compliance Review Memorandum summarizing specification review findings and recommendations:** To be provided in a searchable and bookmarked PDF format.

TASK 200.4 – Preliminary Sequence of Construction and Maintenance of Plant Operations (MOPO) Plan

The CMAR will develop a preliminary Sequence of Construction and Maintenance of Plant Operations (MOPO) Plan for the project at the 60% design milestone. The plan will be documented in a separate report and submitted to the County and Engineer for review and input.

Following incorporation of the County's feedback, a Final Report will be prepared and submitted to ensure the final design has incorporated the provisions required to facilitate the execution of the MOPO plan. The plan will be updated to reflect design modifications at the 90% design milestones.

Task 200.4 Deliverables:

- **Draft (at 60% design) and Final (at 90% design) Preliminary Sequence of Construction and MOPO Plan:** These documents will be provided in a searchable and bookmarked PDF format.

TASK 200.5 – Major Equipment Selection for Early Procurement Plan

The CMAR will prepare an Early Procurement Plan for long-lead equipment required for the project. A draft version of the plan will be documented in a separate report and submitted to the County for review and feedback. After incorporating the County's comments, a final report will be prepared and

submitted to the County and will serve as a guideline for the project team in executing early procurement activities.

The CMAR will initiate early procurement activities as authorized within this scope. A workshop will be organized to review and discuss early procurement strategies, with the goal of reaching consensus on which equipment items should be selected for early procurement.

The CMAR will also be responsible for preparing all bidding documents and managing the bidding process, including issuing clarifications and responding to non-technical questions, compiling technical questions and forwarding them to the Engineer for formal response. The CMAR will compile and post all Engineer and CMAR responses to bidder questions on a final formal addendum.

The CMAR will compile and review all bid results with the Engineer and the County and will provide recommendations to the County for final equipment selection and vendors selection. It is assumed that a total of five (5) equipment packages will be early procured in this project; and they will all be procured using Owner's Direct Purchasing (ODP) approaches. The CMAR will work with the Owner to facilitate the ODP activities following the County's ODP standard process.

Selected equipment submittals will be coordinated by the CMAR to ensure preliminary compliance with submission and equipment requirements; however, final review and approval of submittals will be the Engineer responsibility.

Task 200.5. Deliverables:

- **Draft and final Early Procurement Plan:** To be provided in a searchable and bookmarked PDF format after 30% design.
- **Bid Results and Recommendations:** To be documented in a searchable and bookmarked PDF format.

TASK 300 – GUARANTEED MAXIMUM PRICE (GMP) DEVELOPMENT

After the County has provided comments on the 90 percent design, the CMAR will prepare a draft GMP proposal. The GMP proposal will account for construction costs and fees and will include a contingency to address potential costs associated with the construction of the remaining 10% design and any remaining risks identified through risk management activities and documented in the risk register. It is assumed that the project construction phase will be phased and three (3) GMPs will be developed upon completion of the 90% design for each of these work packages. Each GMP package will comprise of:

- **Contract Price:** The total cost for the contract as proposed.
- **Basis of Estimates:** Detailed explanation of how the estimates were determined.
- **List of Assumptions and Clarifications:** Supplementing the drawings and specifications, detailing assumptions and clarifications made during the proposal's preparation.
- **Construction Schedule:** Will be developed in Primavera P6 Software.
- **Allowance Items:** (If applicable) A list of allowance items, their values, and the rationale behind these values.
- **Risk Register and Associated Contingencies:** A summary of identified project risks and corresponding mitigation strategies, along with the associated contingency included in the GMP as CMAR Contingency to address residual risks not fully defined at the time of pricing.
- **Schedule of Alternate Prices:** (If applicable) An outline of alternate price schedules.

- **Schedule of Unit Prices:** (If applicable) A detailed list of unit prices.
- **Additional Services:** (If applicable) A statement outlining any additional services that may be performed, which are not included in the proposal but may affect the contract price and/or duration if undertaken.
- **Savings Provision:** (If applicable) Details of any potential savings provisions included in the proposal.

Task 300 Deliverables:

- **Draft and Final GMP Proposals:** To be provided in a searchable and bookmarked PDF format.

Task 300.1 Competitive Bidding Process and Procurement

CMAR will handle the procurement of responses from vendors and subcontractors for work packages that are not planned to self-perform. The procurement process will encompass several key steps to ensure a competitive and fair bidding environment:

- **Prequalify Potential Bidders and Suppliers:** Evaluate and select bidders and suppliers who meet the project's standards and requirements.
- **Establish Bid Schedules:** Define clear timelines for the bidding process to ensure timely completion of procurement activities.
- **Prepare Bid Documents:** Develop comprehensive bid packages that include all necessary specifications and requirements.
- **Advertise Bids:** Invite prequalified bidders to bid opportunities and stimulates bidder's interest.
- **Conduct Pre-Bid Conferences:** Organize meetings to discuss bid documents, project scope, and address any queries from potential bidders.
- **Receive, Review, and Analyze Bid Responses:** Assess all received bids for compliance and suitability and formulate recommendations for awarding contracts.

It is assumed that the above process will be performed for all three (3) GMPs.

Task 300.1 Deliverables:

- **Analysis of Bid Responses with Recommendations:** To be provided in a searchable and bookmarked PDF format.

TASK 400 – Disadvantaged Business Enterprise (DBE) Outreach

The CMAR will assist the County in implementing the Disadvantaged Business Enterprise (DBE) outreach requirements associated with projects funded through the Environmental Protection Agency (EPA) State Revolving Fund (SRF) Program. The purpose of this effort is to ensure that certified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) are made aware of contracting opportunities and that good-faith efforts are undertaken to maximize DBE participation in the project.

During the preconstruction phase, the CMAR will develop a DBE outreach strategy that identifies potential subcontracting opportunities suitable for participation by DBE firms. This strategy will include identification of project scopes that may be structured or divided into smaller work packages where economically feasible to encourage participation by DBE firms.

The CMAR will assist the County in identifying qualified DBE firms by utilizing federal, state, and local DBE certification directories and maintaining a solicitation list of potential DBE participants relevant to the

project trades. Outreach efforts will include distributing notifications of upcoming subcontracting opportunities, inviting DBE firms to participate in the competitive bidding process, and encouraging attendance at pre-bid meetings and outreach events where appropriate.

In addition, the CMAR will document all DBE outreach activities and good-faith efforts undertaken during the preconstruction phase. This documentation will include records of solicitations, communications with DBE firms, and participation tracking. The CMAR will provide periodic updates to the County regarding DBE outreach activities and anticipated DBE participation in advance of subcontractor procurement.

Task 400 Deliverables:

- **DBE Outreach Plan:** To be provided in a searchable and bookmarked PDF format.
- **DBE Solicitation List and Outreach Documentation:** To be provided in electronic format summarizing outreach activities and responses from DBE firms.

TASK 500 – PERMITTING SUPPORT

The anticipated permit required for the Southwest Regional WWTF Improvements include:

Polk County Building Department Permit

TASK 500.1 Polk County Building Department Permit

Pre-application Meeting: Participate in a meeting with the County’s Building Department to discuss the expansion design and anticipated permit requirements. It is anticipated that this meeting will be led by the Engineer as well as creating the official meeting minutes.

Application Development: The Building Permit application package is not part of this scope and will be submitted upon execution of the GMP.

III. CONTINGENCY

Contingencies have been included for items specified below. No work shall be performed, nor payment shall be made prior to written authorization by the County based on a scope and fee mutually agreed upon by the County and CMAR.

Contingency 1 – Electrical Consultant (Preconstruction Services)

A contingency in the amount of **\$100,000** is included to enable the CMAR to retain an electrical consultant to provide specialized expertise during the preconstruction phase. This contingency is anticipated to support tasks including, but not limited to, design review, constructability review, maintenance of plant operations (MOPO) planning, preparation of construction cost estimates, and other preconstruction services related to the electrical discipline.

The CMAR may utilize this contingency solely for the retention of qualified electrical consultants and will only use the contingency budget if authorized in writing by the County.

Contingency 2 – Subsurface Utility Engineering (SUE)

A contingency in the amount of **\$50,000** is included for Subsurface Utility Engineering (SUE) services to support identification and verification of existing underground utilities within the project limits. SUE

services are anticipated to include horizontal utility designation using geophysical methods (e.g., GPR) and selective vacuum test hole verification to determine vertical location, size, and material at critical conflict points.

The CMAR will coordinate with the Engineer and Owner to define the scope and locations of investigation and will either subcontract qualified SUE providers or self-perform the work. SUE data will be documented and incorporated into project drawings in CADD format based on information provided by the Engineer or Owner.

This contingency shall only be used upon written authorization from the County. Final scope, locations, and quantities of SUE services will be determined during design and will be funded from this contingency. Any work exceeding the contingency amount will be subject to adjustment.

Contingency 3 – Additional Services

A contingency in the amount of **\$30,000** for additional services is included to allow the County to direct the CMAR to perform additional tasks that may be identified during the execution of this phase of the project but are outside of the Scope of Services as defined throughout **Tasks 100s through 500s**. Examples of potential additional services may include, but are not limited to: Gopher Tortoise relocation, market outreach and subcontractor engagement, supplemental SUE work beyond those efforts anticipated in contingency 3.

CMAR will only use the Additional Services contingency budget if authorized in writing by the County.

IV. FEE AND COMPENSATION

For the performance of the services detailed in this agreement, the County agrees to compensate the Construction Manager at Risk (CMAR) in a Lump Sum amount of **\$717,566.00** for **Tasks 100s through 500s**, as outlined in the following table. Payments to the CMAR will be based on the percentage of each task completed. The total contract amount, inclusive of all contingencies of **\$180,000** for additional services potentially authorized by the County, will adhere to the NTE amount of **\$897,566**.

For any work carried out under the contingency, compensation will be determined by the percentage of each authorized task completed, or as stipulated in the written work authorization. The allocated contingency budget will be utilized solely upon written authorization from a County designated representative.

TASK	DESCRIPTION	COST
100S	PROJECT MANAGEMENT, MEETINGS & WORKSHOPS, AND PROJECT CONTROLS	\$121,838
200S	DESIGN SUPPORT, QUALITY MANAGEMENT, POPCC, EARLY PROCUREMENT AND PRECONSTRUCTION COORDINATION	\$308,752
300S	GUARANTEED MAXIMUM PRICE (GMP) DEVELOPMENT AND COMPETITIVE BIDDING PROCESS	\$273,776
400S	DISADVANTAGE BUSINESS ENTERPRICE (DBE) OUTREACH	\$6,000
500S	PERMITTING SUPPORT	\$7,200

	Lump Sum Total	\$717,566
	Contingencies Total	\$180,000
	Not-to-Exceed Total	<u>\$897,566</u>

The CMAR will submit monthly invoices, which the County will pay based on the percentage of each task completed. All compensation will be provided in accordance with the terms outlined in the Agreement.

V. PRECONSTRUCTION TIMELINE

The schedule outlined below assumes that several tasks will be performed concurrently and represents only the CMAR's critical activities duration to complete each critical deliverable. It does not account for the time required for County review, nor that of regulatory agencies and other stakeholders, which is necessary to complete the project. Consequently, this schedule should not be interpreted as the full term of the AGREEMENT.

Within 30 days of receiving the Notice to Proceed (NTP) for preconstruction, a comprehensive Primavera P6 project schedule will be submitted to the County. The schedule will include all project tasks and deliverables, even those not listed here as they are not considered critical but are expected to be completed within the same estimated timeframe as the critical tasks.

Critical Milestones/Tasks	Calendar Days
<u>PROJECT MANAGEMENT PLAN, RISK MANAGEMENT AND PROJECT CONTROLS</u>	
100.3 PROJECT SCHEDULE BASELINE	30 days from NTP
100.4 CASH FLOW CURVES AND EV BASELINE METRICS	30 days after approval of BL schedule and SOV
<u>DESIGN SUPPORT AND PRECONSTRUCTION COORDINATION</u>	
200.1 EVALUATION OF MBR ALTERNATIVE PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS (POPCC)	45 days following receipt of technical evaluation and final deliverable prepared by the Engineer.
200.2 PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COSTS (POPCC)	45 days following receipt of design deliverables (BODR, 30%, and 60%)
200.3.1 DESIGN AND CONSTRUCTABILITY REVIEW	30 days following receipt of each design deliverable (30%, 60%, 90%, and 100%)
200.3.2 VALUE ENGINEERING	45 days following receipt of each design deliverable (60%, and 90%)
200.3.3 BUY AMERICAN TM	30 days after receipt of first set of specifications.
200.4 PRELIMINARY SEQUENCE OF CONSTRUCTION AND MOPO PLAN	45 days following receipt of each design deliverable (60%, and 90%)
200.5 MAJOR EQUIPMENT SELECTION AND EARLY PROCUREMENT PLAN	45 days following receipt of 60% Design
<u>GUARANTEED MAXIMUM PRICE (GMP)</u>	
300 GUARANTEED MAXIMUM PRICE (GMP)	90 days following receipt of 90% Design
<u>DISADVANTAGE BUSINESS ENTREPRICE (DBE) OUTREACH</u>	
400 DBA OUTREACH PLAN	60 days following receipt of 60% Design

VI. ASSUMPTIONS AND OTHER CONSIDERATIONS

1. Permit fees are not considered part of the scope. It is assumed that three (3) Pre-Application meetings (one per GMP) will be needed.
2. Contract Amendments. Subsequent construction phase services will be included in separate scopes of work statements.
3. County-Provided Information and Services: The County shall furnish the CMAR all available studies, reports and other data pertinent to the CMAR preconstruction services; obtain or authorize the CMAR to obtain or provide additional reports and data as requested; and furnish to the CMAR services of others required for the performance of the CMAR's services hereunder. The CMAR shall be entitled to use and rely upon all such information and services provided by the County or others in performing the CMAR's services under this Scope of Services, and in accordance with the standard of care.
4. County agrees to review all deliverables and provide comments to the CMAR in a timely fashion, typically within three weeks of submittal.
5. Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, The CMAR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the CMAR makes no warranty that the County's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CMAR's opinions, analyses, projections, and estimates. Once executed the GMP, the actual project cost to the County is guaranteed to be equal or less than the GMP executed.
6. Billing rates are good for the duration of this preconstruction scope of services, a rate increase will be considered for the next phase should it be needed.
7. This scope assumes that **Three (3) Guaranteed Maximum Price (GMP)** proposal will be developed, and therefore the same amount of competitive bidding process.
8. Fees Determination for Ongoing Tasks: For tasks where completeness is not marked by a specific tangible deliverable, or where the extent of completion is relative to the ongoing preconstruction services, such as General Project Management, Project Controls and Reporting, etc., fees have been established based on an estimated preconstruction phase duration of **15 months**.
9. Task 200.5 assumes a maximum of **five (5)** long lead items will be procured following the Early Procurement bid process.
10. It is assumed that the design will be developed as a single, continuous phase progressing from 0% through 100% completion for the entire project. It is further assumed that construction will be phased and/or packaged following completion of the 90% design milestone for the overall project, at which time the Guaranteed Maximum Price (GMP) will be established.
This assumption is a fundamental basis of the CMAR preconstruction scope and associated fee. Specifically, it is assumed that major preconstruction tasks—such as design reviews, constructability reviews, preliminary sequencing of construction, and development of the Maintenance of Plant Operations (MOPO) plan—will be performed once for the project as a whole and delivered as single, coordinated efforts, rather than being developed separately for individual design or construction phases.

If the County elects to phase the design effort, advance multiple phased GMPs, or require separate deliverables for individual construction packages or phases, the CMAR's level of effort may increase and the scope, schedule, and associated fee may require adjustment.

VII. SERVICES NOT INCLUDED

The following services are not included in the above-described Scope of Services but may be provided If requested by the County. The CMAR can provide the following services for additional compensation as agreed upon and authorized by the County.

1. Gopher Tortoise survey, permit and relocation.
2. Geotechnical Investigations & Materials Laboratory Services.
3. Building Permit Application and Fees
4. Any other services not expressly included in this scope of services.

April 27, 2026

		Other Direct Costs				
Task No.	Task Description	total ours	Labor Cost	Travel	Printing	Task Total
100	Project Management (SUBTOTAL)	37	\$121,838	\$0	\$0	\$121,838
100.1	General Project Management	320	\$47,520			\$47,520
100.2	Site Visit & Investigation	32	\$4,912			\$4,912
100.3	Project Schedule (Baseline and 15 monthly updates)	105	\$14,070			\$14,070
100.4	Project Controls and Reporting	152	\$20,368			\$20,368
100.5	Project Meetings and Workshops	0	\$0			\$0
100.5	Project Kickoff Meeting	20	\$3,336			\$3,336
100.5.	Design Meetings and Workshop Attendance	0	\$0			\$0
	30% Design Review Meeting	16	\$2,456			\$2,456
	60% Design Review Meeting	16	\$2,456			\$2,456
	90% Design Review Meeting	16	\$2,456			\$2,456
	100% Design Review Meeting	16	\$2,456			\$2,456
100.5.	Meetings and Workshops Conducted by the CMAR	0	\$0			\$0
	Major Equipment Selection and Early Procurement Plan	12	\$1,736			\$1,736
	Preliminary Sequence of Construction and MOPO Plan	12	\$1,736			\$1,736
	GMP-1 Review Meeting (Draft)	20	\$3,056			\$3,056
	GMP-1 Review Meeting (Final)	20	\$3,056			\$3,056
	GMP-2 Review Meeting (Draft)	20	\$3,056			\$3,056
	GMP-2 Review Meeting (Final)	20	\$3,056			\$3,056
	GMP-3 Review Meeting (Draft)	20	\$3,056			\$3,056
	GMP-3 Review Meeting (Final)	20	\$3,056			\$3,056
		0	\$0			\$0
200	DESIGN SUPPORT AND PRECONSTRUCTION COORDINATION	1000	\$308,752	\$0	\$0	\$308,752
200.1	Evaluation of Alternatives to MBR	332	\$35,120			\$35,120
200.2	Preliminary Opinion of Probable Construction Cost (POPCC)	0	\$0			\$0
	Conceptual Class 4 Estimate (BODR)	208	\$31,344			\$31,344
	Conceptual Class 4 Estimate (30%)	208	\$31,344			\$31,344
	Cost Estimate Class 3 Estimate (60%)	288	\$43,584			\$43,584
200.3	Quality Management	0	\$0			\$0
200.3.	Design & Constructability Review	0	\$0			\$0
	30% Design & Constructability Review	144	\$23,040			\$23,040
	60% Design & Constructability Review	232	\$37,320			\$37,320
	90% Design & Constructability Review	184	\$29,640			\$29,640
	100% Design & Constructability Review	72	\$11,520			\$11,520
200.3.	Value Engineering	40	\$6,000			\$6,000
200.3.	Buy American Compliance	40	\$6,000			\$6,000
200.3.	QA/QC Project Schedule (Baseline and 15 monthly updates)	24	\$3,600			\$3,600
200.3.	QA/QC Project Controls and Reporting	16	\$2,400			\$2,400
200.3.	QA/QC Meeting Minutes	0	\$0			\$0
200.3.	QA/QC Evaluation of Alternative to MBR and POPCC	8	\$1,320			\$1,320
200.3.	QA/QC Conceptual Estimate BODR	8	\$1,320			\$1,320
200.3.	QA/QC Conceptual Estimate 30%	8	\$1,320			\$1,320
200.3.	QA/QC Cost Estimate 60%	8	\$1,320			\$1,320
200.3.	QA/QC GMP-1 Draft Package	8	\$1,320			\$1,320
200.3.	QA/QC GMP-1 Final Package	8	\$1,320			\$1,320
200.3.	QA/QC GMP-2 Draft Package	8	\$1,320			\$1,320
200.3.	QA/QC GMP-2 Final Package	8	\$1,320			\$1,320
200.3.	QA/QC GMP-3 Draft Package	8	\$1,320			\$1,320
200.3.	QA/QC GMP-3 Final Package	8	\$1,320			\$1,320
200.3.	QA/QC DBE Outreach Plan	8	\$1,320			\$1,320
200.4	Preliminary Sequence of Construction and Maintenance of Plant Construction Plan	0	\$0			\$0
	60% MOPO	96	\$14,384			\$14,384
	90% MOPO	36	\$5,392			\$5,392
200.5	Major Equipment Selection for Early Procurement Plan (5 packages)	92	\$13,544			\$13,544
		0	\$0			\$0
		0	\$0			\$0
		0	\$0			\$0
		0	\$0			\$0
300	GUARANTEED MAXIMUM PRICE (GMP) DEVELOPMENT	896	\$273,776	\$0	\$0	\$273,776
300	GMP Development	0	\$0			\$0
	GMP Draft Package (3 GMPs)	744	\$104,688			\$104,688
	GMP Final Package (3 GMPs)	384	\$56,448			\$56,448
	Competitive Bidding Process and Procurement (3 GMPs)	768	\$112,640			\$112,640
400	DISADVANTAGE BUSINESS ENTERPRISE (DBE) OUTREACH	40	\$6,000	\$0	\$0	\$6,000
	DBE Outreach Plan	40	\$6,000			\$6,000
500	PERMITTING SUPPORT (SUBTOTAL)	48	\$7,200	\$0	\$0	\$7,200
500.1	Building Permit (GMP-1)	16	\$2,400			\$2,400
500.2	Building Permit (GMP-2)	16	\$2,400			\$2,400
500.3	Building Permit (GMP-3)	16	\$2,400			\$2,400
		821	\$148.84			
			\$717,566	\$0	\$0	\$0

EXHIBIT "C"
GMP ADDENDUM

to

Agreement between Polk County and Construction Manager At Risk
Southwest Regional Wastewater Treatment Facility Improvements

Pursuant to the Master Services Agreement (the "Agreement") dated _____ between Polk County, a political subdivision of the State of Florida (the "County") and _____ (the "Construction Manager"), with respect to the Project, as identified and described in the Pre-Construction Addendum, the County and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager's (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager's Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

- Schedule 1 Construction Manager's Personnel.
- Schedule 2 Contract Drawings & Specifications.
- Schedule 3 GMP Bid Breakdown.
- Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

- A. Construction Phase Commencement Date: Date Stated in the Notice To Proceed
- B. Project Substantial Completion Date _____ Calendar days from Notice to Proceed
- C. Project Final Completion Date _____ Calendar days after Substantial Completion

4. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the County, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

5. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

6. The Construction Manager's Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be _____% of the cost of work, as defined under section 6.1.3, and contingency. The Construction Manager's Fee shall be converted to a fix amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

7. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager Overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

**POLK COUNTY, a political subdivision of the
State of Florida**

ATTEST:

STACY M. BUTTERFIELD, Clerk

By: _____
Deputy Clerk

By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Date: _____

Approved as to form and legal sufficiency:

County Attorney's Office

Attest:

Corporate Secretary

**Vogel Bros. Building Co.,
a Wisconsin corporation**

By: _____

Title: _____

SCHEDULE 1 to the GMP ADDENDUM

Construction Manager at Risk – Southwest Regional Wastewater Treatment Facility Improvements

Construction Manager's Personnel During Construction Phase

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SCHEDULE 2 to the GMP ADDENDUM

Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements

Contract Drawings & Specifications

SCHEDULE 3 to the GMP ADDENDUM

Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements

GMP Bid Breakdown

SCHEDULE 4 to the GMP ADDENDUM

Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements

Clarifications, Assumptions, Exclusions and Allowances

EXHIBIT “D”

Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements

Certificate of Substantial Completion

Standard AIA Document G704 to be used

EXHIBIT "E"

Construction Manager at Risk – Southwest Regional Wastewater Treatment Facility Improvements

RELEASE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Polk County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$_____ paid, _____ ("Construction Manager") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands damages, costs and expenses, whether in contract or in tort, against the Polk County Board of County Commissioners, a body corporate existing under the laws of the State of Florida ("County") relating in any way to the performance of the Agreement between Construction Manager and County, dated _____, 20__, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against County arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from County and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from County with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to County.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____

Construction Manager:

By: _____

Title: _____

Witnesses

[Corporate Seal]

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.

(AFFIX NOTARY SEAL)

Notary Public
Print Name _____

My Commission Expires _____

EXHIBIT “F”

*Construction Manager at Risk – Southwest Regional Wastewater Treatment
Facility Improvements*

Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

EXHIBIT “G”

Construction Manager at Risk – Southwest Regional Wastewater Treatment Facility Improvements

Final Payment Request Check List/Certificate of Final Completion

Items to be submitted with Construction Manager’s Request for Final Payment

- ___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)
- ___ 2. Final Schedule of Contract Values
- ___ 3. Consent of Surety to make Final Payment (signed and sealed)
- ___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)
- ___ 5. Affidavit of Contract Completion (**Exhibit “E”**)
- ___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor
- ___ 7. Construction Manager’s Guarantee of Construction for one (1) year from the date of Substantial Completion
- ___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the County of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses
- ___ 9. Verification that County’s personnel have been trained in the operation of their new equipment, attendance lists and videos
- ___ 10. Other special Warranties are required by Specifications in the name of the County

EXHIBIT "G"

Construction Manager at Risk – Southwest Regional Wastewater Treatment Facility Improvements

CERTIFICATE OF FINAL COMPLETION

Project: _____ County's Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the County, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the County for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

By: _____
(Typed Name & Title)

Date: _____

County: _____
(Division Director)

Date: _____



EXHIBIT "H"

CHANGE ORDER

CHANGE
ORDER

County _____
Engineer _____
Contractor _____

PROJECT: CMAR – Southwest Regional Wastewater Treatment Facility Improvements

CHANGE ORDER NO:

POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

INITIATION DATE:

TO CONTRACTOR:

PROJECT NO:
CONTRACT DATE:

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was	\$
Net Change by previously authorized Change Orders	\$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was	\$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged)	
by this Change Order in the amount of	\$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	\$
The Contract Time will be (increased) (decreased) (unchanged) by	() days
The date of Substantial Completion as of date of this Change Order therefore is: _____	

_____ ARCHITECT/ENGINEER	_____ CONTRACTOR	<u>Board of County Commissioners</u> COUNTY
_____ ADDRESS	_____ ADDRESS	<u>330 West Church Street</u> ADDRESS
_____	_____	<u>Bartow, FL 33830</u>
By _____	By _____	By _____ Chairman/Vice Chairman
		Or _____ County Manager/Deputy County Manager
Date _____	Date _____	Date _____

To the Contractor: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.



EXHIBIT "I"
ALLOWANCE AUTHORIZATION RELEASE (AAR)

PROJECT: CMAR – Southwest Regional Wastewater Treatment Facility Improvements AAR NO: _____

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

CONTRACT NO: _____

INITIATION DATE: _____

CONSTRUCTION MANAGER: _____

ARCHITECT/ENGINEER: _____

DESCRIPTION OF ALLOWANCE WORK:

Reason for change: _____

***Not valid until signed by the County, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ \$
Amount of Allowance Authorization used to date _____ \$
Amount of Allowance Authorization used this AAR _____ \$
Balance of remaining AAR _____ \$

Original Contract Time _____ days
Amount of the Allowance Authorization time included in this Contract is _____ days
Amount of the Allowance Authorization time used to date _____ days
Amount of the Allowance Authorization time used this AAR _____ days
Balance of remaining Allowance Authorization Time is _____ days
Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____ ARCHITECT/ENGINEER: _____

Date: _____ Date: _____

COUNTY: _____
County Manager or Designee

Date: _____



EXHIBIT “J”

REIMBURSABLE COST SCHEDULE

1. Subcontractor Services Actual Costs
2. Travel Expenses In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook
7. Pre-approved Equipment Actual Costs
(includes purchase and rental of equipment used in project)

EXHIBIT “K”

CMAR – Southwest Regional Wastewater Treatment Facility Improvements

HOURLY RATE SCHEDULE

Job Classification Description	Raw Labor Rate	Rates with Labor Burden
Project Executive	73.33	220
Preconstruction Director	60.00	180
Senior Preconstruction Manager	55.00	165
Preconstruction Manager	50.00	150
Project Controls Specialist	44.67	134
Project Manager	50.00	150
Project Engineer	44.67	134
Senior Superintendent	50.00	150
Superintendent	46.67	140
Project Assistant	30.00	90
Lead Estimator	50.00	150
Estimator	44.67	134
QA/QC	55.00	165
Safety Manager	50.00	150

*Multiplier = 3

EXHIBIT "L"

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-688

PROJECT NAME: CMAR – Southwest Regional Wastewater Treatment Facility Improvements

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY PARTY 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 A CONTRACTING PARTY'S EMPLOYMENT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

THE UNDERSIGNED ATTESTS THAT THE COMPANY IS FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

STATE OF Florida
COUNTY OF Polk



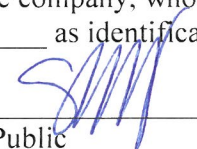
Darren Vogel

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of June, 2026,
by Darren Vogel (name) as Vice President (title of officer) of
Vogel Bros. Building Co. (entity name), on behalf of the company, who ☒ is personally known
to me or ☐ has produced _____ as identification.

(AFFIX NOTARY SEAL)



STEPHANIE TWITCHELL
Commission # HH 596440
Expires November 29, 2028



Notary Public
Print Name Stephanie Twitchell

My Commission Expires 11/29/2028

2019年12月31日
2019年12月31日
2019年12月31日



EXHIBIT M
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05

BOND NO.: _____

CONTRACTOR NAME: _____

CONTRACTOR ADDRESS: _____

CONTRACTOR PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: Polk County, a political subdivision of the State of Florida

OWNER ADDRESS: 330 W. Church St

Bartow, FL 33830

OWNER PHONE NO: (863) 534-6757

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and _____, as Surety, located at _____ (Business Address) are held and firmly bound unto Polk County, a political subdivision of the State of Florida, as Oblige in the sum of _____) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and County for construction of _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays County all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____.

ATTEST:

Witness

Witness

PRINCIPAL:

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY:
Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address



EXHIBIT "N"
BUY-OUT ALLOWANCE AUTHORIZATION RELEASE (BOAAR)

PROJECT: CMAR – Southwest Regional Wastewater Treatment Facility Improvements
BOAAR NO: _____

POLK COUNTY,
A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA

CONTRACT NO: _____

INITIATION DATE: _____

CONSTRUCTION MANAGER: _____

ARCHITECT/ENGINEER: _____

DESCRIPTION OF ALLOWANCE WORK:

Total: _____ \$

***Not valid until signed by the County, Architect/Engineer and Construction Manager.**

Amount of Original Buy-out Allowance	_____	\$
Amount of Other Buy-out Authorization Release Credits	_____	\$
Amount of Other Buy-out Authorization Release Expenses	_____	\$
Amount of Buy-out Remaining Balance	_____	\$
Amount of Buy-out Credit in this BOAAR	_____	\$
Amount of Buy-out Allowance used this BOAAR	_____	\$
Amount of New Buy-out Allowance Remaining	_____	\$

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION	ARCHITECT/
MANAGER: _____	ENGINEER: _____

Date: _____ **Date:** _____

COUNTY: _____	_____
County Manager/Deputy County Manager	Chair, Board of County Commissioners

Date: _____ **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:

5. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
6. I currently serve as an officer or representative of the Nongovernmental Entity.
7. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
8. 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 _____ (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.

NONGOVERNMENTAL ENTITY

SIGNATURE

PRINT NAME

TITLE

DATE

REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Brad Howard, Ext. 6706

Division: Procurement

Date: June ~~10~~¹⁷, 2026

Request (in detail): Please review and sign the attached Piggyback Contract Document (RFP 25-688) for CMAR – NWRWTF Improvements with Vogel Bros Building Co.

Reviewed by Procurement Manager: _____
(Initials) (Date)

Please indicate any time limits involved and attach all necessary documentation.

County Attorney

For County Attorney office use only:

Assign to: Noah Date: JUN 17 2026

County Attorney Project No.: 2026-413

Logged out: 6/20/2026

REQUEST FOR LEGAL SERVICES

My County Attorney, _____
Attorney, _____

From _____
By _____

For _____
