

PROFESSIONAL SERVICE AGREEMENT

#2022-025

AMENDMENT #1

This AMENDMENT is made and entered into, effective as of the date of last executed (“Effective Date”), by and between, Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, and Hazen and Sawyer, P.C. (the “Consultant”), a New York corporation, headquartered at 4000 Hollywood Boulevard, Suite 750 N, Hollywood, Florida 33021 whose Federal Employer Identification Number is 13-2904652.

WITNESSETH:

WHEREAS, the County and Consultant entered into a Professional Service Agreement effective May 3, 2022 (the “Agreement”), for the purpose of providing professional services in connection with the Septage Receiving Stations design as defined and further described in the Agreement; and

WHEREAS, Part 1 included project management, support, and conceptual design services; and

WHEREAS, the cost for the Consultant to complete Part 1 of the project was a not to exceed amount of \$323,000.00; and

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

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

1. The recitals stated above are true and correct and are fully incorporated herein.
2. The Agreement is hereby amended to authorize performance of the Part 2 Services of this Project which includes project management, support, preliminary and final design, permitting, and bidding services, which are fully set forth and described in Attachment “A” of this Amendment, attached hereto and fully incorporated herein.
3. It is anticipated that the Part 2 Services shall be completed within approximately 252 calendar days from the Effective Date of this Amendment #1, but in any event, shall be provided by the Consultant through final completion of the Project construction.
4. In consideration for its providing Part 2 Services, the County shall pay the Consultant a not-to-exceed amount of \$727,049.00 to be billed in accordance with the Hourly Rate Schedule as further described in Section E (Compensation) of Attachment “A” to this Amendment #1. Accordingly, the total contract amount shall be increased from the original not-to-exceed amount of \$323,000.00 to the new not-to-exceed amount of \$1,050,049.00.
5. The Agreement, as amended by this Amendment #1, continues in full force and effect.

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

Attest:
STACY BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman,
Board of County Commissioners

Date Approved by County: _____

Approved as to form and legal sufficiency:

Justin B. Hoff 1/11/24
County Attorney Date

Hazen and Sawyer, P.C.
a New York corporation

By: Holly Kremers / Andre Dieffenthaler

Holly Kremers / Andre Dieffenthaler
[Print Name]

Associate Vice President / Vice President
[Title]

1-11-2024
Date

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida COUNTY OF Hillsborough

The foregoing instruments was acknowledged before me this 1/11/2024 By Holly Kremers and Andre Dreffenthaler
(Date) (Name of officer or agent, title of officer or agent)

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

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

Subscribed and sworn to (or affirmed) before me this 1/11/2024
(Date)

Shelby Luedtke Commission Number _____
(Official Notary Signature and Notary Seal)

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



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
By _____
(Date) (Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters
(Type of Identification)

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

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

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

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters
(Type of Identification)

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

Subscribed and sworn to (or affirmed) before me this _____
(Date)

_____ Commission Number _____
(Official Notary Signature and Notary Seal)

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

Attachment “A”

Scope of Services

Professional Services Agreement 2022-025, Part 2, Amendment No. 1

Septage Receiving Station

HAZEN AND SAWYER, PC (Consultant) entered into a Professional Services Agreement (AGREEMENT) 2022-025 with Polk County, Florida (County) on May 3, 2022 in response to RFP 22-019. The RFP was a selection for engineering services that included design, bid, and construction administration services for septage receiving stations. The initial AGREEMENT included preliminary design services for septage receiving stations at the County’s Northwest Regional Wastewater Treatment Facility (NWRWWTF) and Southwest Regional Wastewater Treatment Facility (SWRWWTF). The preliminary design effort resulted in the Consultant producing two preliminary design reports (PDRs) and one technical memorandum (TM). The TM concluded that the North Central Landfill offers a site-ready and easily accessible location for the first receiving station. In addition, the landfill site offers the opportunity for a cooperative project between Polk County Utilities (PCU) Division and Waste & Recycling Division that would also treat the excess leachate generated at the landfill to complement the proposed wetland leachate treatment system. The County has decided to move ahead with the final design for the septage receiving station at the landfill. This Amendment No. 1 to the original AGREEMENT adds consultant services for the design, permitting, and bid-phase services for the landfill septage receiving station and package leachate treatment facility based on the forementioned Landfill Septage Receiving Station PDR.

A. Project Background and Description

The features to be included in the design of the Landfill Septage Receiving Station are described in detail with the document titled “Landfill Septage Receiving Station Pre Design Report”, dated March 2023. This document forms the basis of design for the final design efforts described within this Amendment. The main elements in the design include:

- A septage receiving station with two identical process trains to accommodate septage discharge from up to two septage trucks simultaneously and a daily average capacity of up to 50,000 gallons per day (gpd). The septage receiving equipment and station features will be based on Lakeside equipment and be as described in the predesign report.

- A custom wastewater treatment process that will treat the combined screened septage and excess leachate to public access reuse (PAR) standards. The wastewater treatment process will be designed for a capacity of up to 150 gallons per minute (gpm) – 50,000 gpd septage plus 100,000 gpd leachate sent to the system at a controlled rate on a 24-hour continuous flow basis. The wastewater treatment process is depicted in Attachment A-5 and will include the following components (named products provided as a minimal basis of design for purposes of this scope – specifications will allow for approved equals):
 - The liquid effluent from the septage receiving station, up to 50,000 gpd, will be directed by gravity into a below grade (top flush with grade) poured in place concrete holding tank (15 feet depth, 25 foot diameter, 50,000 gallon capacity), Walls, ceiling, and floor coated with a durable special coating resistant to contact with wastewater and emitted gases. The holding tank will include two variable frequency drive submersible pumps (one duty, one standby) to control the flow of liquid to the treatment system. The pumps will be based on Flygt Type N, each with capacity of up to 150 gpm to pump through the flocculation and DAF system described below into the biological treatment system.
 - A leachate equalization, glass fused to steel storage tank (15 feet high, 35 foot diameter, 100,000 gallon capacity) to allow for testing for concentration strength to determine a safe flow rate to be sent by gravity to the holding tank for blending with the septage liquid prior to treatment without negative impacts. The tank will be set on a poured in place concrete slab. Return pumps will be provided to send excess leachate back to the existing leachate tanks.
 - A package flocculation closed system with a coagulant added ahead of the process to create a floc that will readily settle out in the DAF treatment process. The flocculation equipment will be based on Ecologix Floctube.
 - A package dissolved air floatation (DAF) system to settle out excess total suspended solids (TSS) and metals. The DAF system will be based on Ecologix DAF. Settled primary solids from the DAF unit will be pumped to a sludge holding tank.
 - A pre-engineered, open sided, metal structure to house the flocculation and DAF systems to keep the units out of direct contact with the elements, all supported on

poured in place concrete slab.

- A package biological treatment system to remove nutrients and biological oxygen demand (BOD) to meet public access reuse limits for nitrogen, phosphorus, and BOD. The treatment system will be based on Ecologix Bioclear which will be an outdoor system set on a poured in place concrete slab. Settled secondary solids from the process will be pumped to a sludge holding tank. Effluent will be pumped to the disc filters. Both pumping systems will be part of the package treatment system.
- A package disc filtration system to meet public access reuse standards for TSS. The disc filters will be based on Nuove Energie Ultrascreens. The disc filters will be an outdoor unit set on a poured in place concrete slab. Backwash supply will be from the final plant effluent pumping system. Backwash return will flow by gravity to the holding tank for retreatment.
- A 5,000 gallon disinfection contact tank for at least 30 minute contact time to meet public access reuse standards for fecal content. The contact tank will be a poured in place concrete structure with an effluent clearwell. The clearwell will include two effluent transfer pumps sized to send treated effluent to the existing leachate storage facility to combine with leachate flow sent to a new leachate constructed wetlands treatment system (being designed and constructed by others). The clearwell will also include two pumps for filter backwash supply.
- Bulk chemical storage and feed systems for coagulant and hypochlorite. These systems will be located within poured in place concrete containment structure, epoxied coated walls and floors, and covered by a pre-engineered, open sided, metal structure.
- A 20 foot diameter, 25 foot tall, 50,000 gallon glass fused to steel sludge holding tank to receive settled sludge from the DAF and biological treatment systems. The tank will be set on a poured in place concrete slab. The tank will be equipped with a sludge feed pumps to connect to either a mobile dewatering unit for cake production to be sent to the landfill or a liquid hauling tanker to send sludge to one of the County's wastewater treatment facilities' digesters.
- Water for hose stations, mobile dewatering wash water, fire hydrants, and emergency showers will be through a potable water source that will also service the new operations building.

- A new septage receiving station operations building for County operations and maintenance staff as described in the predesign report with additional space added for the electrical distribution needs of the treatment system. Wastewater from the building will be directed to the new septage holding tank.
- Modifications to the existing leachate storage facility to pump excess leachate to the new holding tank (new pumping and force main system) and to accept treated effluent from the wastewater treatment system effluent transfer pumps.
- Modifications to the nearby existing County Lift Station (LS) 112 to receive the effluent discharge from the wastewater treatment system when effluent quality is not appropriate to send to the constructed wetlands. LS 112 is used to pump to the County's Central Wastewater site for directing flow to the City of Bartow. However, effluent water quality will should still be within normal domestic wastewater sanitary load concentrations.
- New access roads, excavation and stable backfill, grading, and related site improvements to locate the new septage receiving station, operations building, leachate holding tank, and wastewater treatment system in an open area further east of where the PDR indicated (area previously used for site clearing debris). Site layout is depicted in Attachment A-6.

B. Scope of Services

Upon authorization to proceed from the County, the Consultant will provide the following identified services. The Consultant's design documents produced by the Consultant or their subconsultants will be consistent with the Polk County Utilities Standards and Specifications Manual, latest edition, and other County requirements. This authorization shall be in full force and effect until the Consultant completes all services as described in this Amendment and any subsequent modifications hereto.

Phase 100 – Project Management

Task 101 – Project Administration

This task consists of the continued overall management of the Project including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with County staff.

Task 102 – Kick-off and Review Meetings

The Consultant will attend one design kickoff meeting with the County. The Consultant will prepare a meeting agenda and meeting summary notes. Meeting notes will be provided within three working days after the meeting.

The Consultant will prepare an agenda for, attend, and prepare summary notes for design review meetings at the following project milestones:

- 60% design review
- 90% design review

These meeting notes will be distributed within three working days of the date of the meeting.

Phase 200 – Support Services

Task 221 – Subsurface Utility Locates

Consultant will utilize the services of a qualified subsurface utility locate subconsultant to provide conventional electronic designating equipment including ground penetrating radar (GPR) to locate, designate, and mark the horizontal location of existing utility lines within the project construction area (anticipated to be along the north side of the existing access road). Where necessary, depending on the need to cross or connect to existing utilities, the subconsultant will provide up to two test holes using “soft dig” vacuum methods. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

Subsurface utility locate services will be provided in accordance with the scope of services set forth in a November 1, 2023 proposal prepared by CivilSurv Design Group, Inc. (refer to Attachment A-3).

Task 222 – Geotechnical Investigations

Consultant will utilize the services of a qualified geotechnical engineer to perform soil boring analysis in support of the design. It is anticipated that up to twelve (12) Standard Penetration Test (SPT) borings to a depth of approximately 20 feet below grade for the septage station (2), package treatment system (4), leachate holding tank (4), and operations building (2) and twelve (12) hand auger borings to a depth of approximately six (6) feet below grade will be completed along the new force main and gravity line alignments. A soils report will then be developed by the geotechnical

engineer to provide information on the structure foundation, soil bearing capacity, subsurface conditions, groundwater levels and pipeline bedding and backfill recommendations.

Geotechnical investigation services will be provided in accordance with the scope of services set forth in an October 26, 2023 proposal prepared by Madrid CPWG (refer to Attachment A-4).

Task 223 – Survey Services

Consultant will utilize the services of a qualified surveyor to locate prominent above ground features within the construction area, along with locating subsurface utility markings, and soil boring locations. Surveyed items will include fences, walls, manholes, trees 4” and larger, landscape features, curbs, driveways, sidewalks, power/light poles, water meters, and stormwater drains, culverts, inlets, and swales. Cross section of grade elevations within the surveyed area at 25-foot intervals will be provided.

Surveying services will be provided in accordance with the scope of services set forth in a November 1, 2023 proposal prepared by CivilSurv Design Group, Inc. (refer to Attachment A-3).

Phase 300 – Preliminary Design

Task 303 – Landfill Preliminary Design Planning

Preliminary Design Revised Site Layout: Consultant will develop a proposed site layout located within the open area previously used for site clearing debris. The layout will be based on the layout depicted in Attachment A-5 to provide a to-scale depiction and include proposed routes for pipelines to / from the existing leachate storage facility, pipelines to the existing LS 112, electrical power feed from TECO, potable water source to the new facilities, and roadway improvements to / from the new infrastructure. The layout will be submitted for review by PCU and Waste & Recycling Division staff to gain approval prior to moving forward with the rest of design work.

Consultant will prepare an updated pre-liminary design report for the landfill septage receiving station that includes a description of the wastewater treatment process sufficient for permitting purposes.

Phase 400 – Final Design Documents

Task 401 – 60% Design Documents

Initial Site Visit: Based on the discussions and summary notes of the kickoff meeting, the Consultant will attend up to two (2) site visits to verify in more detail information related to dimensions, equipment conditions, available electrical power needs, potable water source needs, instrumentation incorporation needs, and civil site features related this design effort.

Landfill Coordination: Consultant will meet with landfill personnel to review expectations related to septage truck access to the new station, traffic flow, and procedures to follow for pickup and disposal of collected screenings and grit.

Operations Coordination: Consultant will coordinate with PCU Operations and Polk County Procurement Division with regards to septage hauler registration procedures, billing procedures and methods, and staff addition criteria needs.

The Consultant will prepare and submit 60% design documents consisting of the following:

- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Technical specifications consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost at a 60% design level (plus/minus 15%).

The 60% drawings will include contractor general requirements, demolition plans and details, yard piping revisions for leachate loading to the new leachate treatment facility, potable water supply, sanitary gravity sewer lines, and site drainage revisions, structural drawings for station structure, operations building layout, structural foundation for the package leachate treatment facility, mechanical plans and major sections, mechanical details and minor sections, electrical one-line diagram, electrical power and control plans and schedules, and instrumentation system diagrams. The 60% specifications will include first draft set of intended general requirement and technical specifications, using 50 Division format, edited specific to this project. Additionally, the Consultant will clearly list any variations from the Utilities Standards and Specifications Manual and the rationale for each variation (no variations are anticipated).

Task 402 – 90% Design Documents

The Consultant will prepare and submit 90% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 60% design submittal;
- Updated design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Updated General Requirements (Division 1) and Technical Specifications (Divisions 2 through 46) consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of an updated Engineer's Opinion of Probable Construction Cost (plus/minus 10%). If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 60% design, the Consultant will provide the rationale for the difference in cost.

The Consultant will clearly list any variations from the Utilities Standards and Specifications Manual and documentation that the variations have been accepted by the County.

Task 403 – 100% Design Documents

The Consultant will prepare and submit 100% design documents consisting of the following:

- One (1) copy of a tabular summary of the Consultant's responses to comments provided by the County for the 90% design submittal;
- Design drawings consisting of three (3) half-size sets of drawings to scale and one (1) pdf copy;
- Technical specifications consisting of three (3) bound copies and one (1) pdf copy;
- One (1) copy of a final Engineer's Opinion of Probable Construction Cost (plus/minus 5%) and a correlating bid form. If there is more than 25% variance in the Engineer's Opinion of Probable Construction Cost from the 90% design, the Consultant shall provide the rationale for the difference in cost.

Phase 500 – Permitting Services

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining regulatory and construction permits / approvals for the Project. Permit efforts for the landfill septage receiving station improvements includes:

Task 501 – FDEP Construction Permit

Consultant will apply for an FDEP construction permit for the new facilities based on an updated PDR (to add a description of the wastewater treatment system) and the approved revised preliminary layout. The scope for the FDEP permit(s) will include the following services:

- Attend one review meeting with staff from the City of Bartow prior to meeting with FDEP to review the proposed system and potential impacts to the City of Bartow.
- Attend one (1) pre-application meeting with FDEP to review the proposed application document requirements.
- Prepare and submit permit applications (including all required forms and supporting documentation).
- Prepare and submit responses to Requests for Additional Information. This effort is limited to two (2) sets of review questions / comments per permit unless otherwise required to address errors and / or omissions of the Consultant in preparing and submitting requisite application documents.

Task 502 – Environmental Resource Permit (ERP) and Landfill Operating Permit

It is assumed that the landfill's existing stormwater management ERP has sufficient capacity to allow the relatively small additional impervious surface that will be added under this project. As such, an ERP exemption will be obtained by the Consultant in cooperation with Waste & Recycling Division's staff (or engineer) most familiar with the existing storm water management system and permit. The landfill's existing operating permit will need to be modified to indicate an alternate treatment option for leachate. Consultant will work with Waste & Recycling Division staff to seek a minor mod or letter modification to the existing permit.

Task 503 – Polk County Land Development

It is assumed that the landfill site is fully permitted for land development use and the minor addition for these new facilities will not require further land development review. Consultant will seek an exemption for land development review. However, Consultant will be prepared to provide documentation required to obtain a Level 3 Planning Commission approval for new site development conditional uses with respect to future land uses then followed by a Level 2 Development Review multi-department review for approval of a binding site plan required for submission of the final construction plans to the Building Division.

Task 504 – Polk County Building Division Permit

Polk County Building Division construction permit signed and sealed documents will be provided by the Consultant. Application and fee for this permit(s) will be provided by the successful bidder (Contractor) for the septage receiving station and related operations building.

Phase 600 – Bid Phase Services

For the purpose of this Agreement, it is assumed that the County will enter into one (1) construction contract with a qualified contractor for construction of the septage receiving station and wastewater treatment system. To facilitate early fabrication of process equipment with long lead times for delivery, the Consultant will prepare individual equipment purchase specifications for the County to procure owner furnished equipment to be installed by the Contractor. Owner furnished equipment specifications will include requirements for the manufacturers to provide installation assistance, startup checkout, and training. Consultant will coordinate such efforts in the project bid documents to clearly define these equipment manufacturers' after-delivery responsibilities and the contractor's responsibilities for transporting, delivering, insuring, off-loading, storage, installing, and overall coordination with the manufacturers. The County will be responsible for preparation of Procurement and Contracting Requirements, advertisement of the Project and equipment bid packages, and distribution of the Project documents, including all costs associated therewith.

Task 601 – Bid Documents

The Consultant will prepare and submit the following bid documents for project construction to the County:

- One (1) signed and sealed full-size set of drawings to scale and one (1) half-size set of construction plans to scale;
- One (1) signed and sealed copy of technical specifications;
- Schedule of Values and Bid Sheet (electronic only);
- Scope of Work (separated out for advertisement);
- Supplementary and Special Conditions (electronic only);
- Engineer's Opinion of Probable Construction Cost;
- A pdf copy of the bid documents (electronically signed and sealed).

Task 602 – Pre-bid Meeting

The Consultant shall attend one pre-bid meeting, including a pre-bid site visit.

Task 603 – Bid Addenda

The Consultant shall prepare bid addenda to address / respond to questions and comments submitted to the County by prospective bidders.

Task 604 – Bid Recommendation

The Consultant shall evaluate the technical portions of the submitted bids and provide a recommendation of award to the County.

C. DELIVERABLES

The Consultant shall prepare and submit to the County, including electronic format when applicable, the following deliverables:

Task	Activity	Deliverable
102	Meetings	Meeting agenda and summary notes
201- 203	Support Services	Three (3) hard copies of reports / drawings (signed / sealed for survey documents); one (1) electronic copy (Portable Document Format and / or AutoCAD)
401- 403	Final Design Documents	Three (3) 11" x 17" design drawings; three (3) copies of technical specifications; one (1) electronic copy of each; and one (1) hard copy of the Engineers Opinion of Probable Construction Cost
501 - 504	Permitting	Permit applications, exemptions, and supporting documentation

Task	Activity	Deliverable
600	Early Equipment Procurement	Pre-purchase equipment specifications and pertinent drawings; one (1) electronic copy of each individual equipment specification and drawings in Portable Document Format
601	Bid Documents	One (1) 22" x 34" signed / sealed and one (1) 11" x 17" construction plans; one (1) set of technical specifications (signed / sealed); Schedule of Values; Bid Sheet; Scope of Work; Supplementary and Special Conditions; Engineers Opinion of Probable Construction Cost; one (1) electronic copy of all bid docs in Portable Document Format
602	Pre-bid Meeting	Meeting agenda and summary notes
603	Bid Addenda	Responses to bidders questions / comments
604	Bid Recommendation	Recommendation of award

D. SCHEDULE

Consultant will proceed with the services identified herein immediately upon receipt of an executed copy of this Amendment from the County. A proposed project schedule is provided in Attachment A-1 to this Scope of Services.

E. COMPENSATION

This Amendment establishes a not-to-exceed cost of \$727,049. Compensation for the Part 2 Services performed under this Amendment will be on an hourly, not-to-exceed basis using the current hourly rate schedule as set forth in the original AGREEMENT. Other direct costs or expenses incurred in connection with this Amendment will not be invoiced as these expenses have been accounted for in the rate multiplier associated with the AGREEMENT referenced above. A summary of the estimated labor costs is provided in Attachment A-2 for reference only.

Each invoice submittal shall include a tabular summary of the originally estimated labor costs by phase in accordance with Attachment A-2, fees invoiced to date, and the balance remaining per phase. The transfer of funds between defined phases is not permitted unless approved in advance in writing by the County Utilities Director. To request consideration for such a transfer, the Consultant must submit satisfactory written justification to transfer unused funds from phases with completed tasks or tasks clearly tracking under budget to phases with tasks requiring additional funding. In addition, the transfer of funds shall not exceed the total authorized fee for the Project.

The not-to-exceed cost for this Amendment includes contingency funds in the amount of \$50,000 and an allowance for permit fees of \$15,000. The contingency funds authorized for use on this Amendment may only be expended upon written approval from the County's Utilities Director. Adequate justification must be provided by the Consultant for the release of contingency funds. The allowance for permit fees authorized for use on this Amendment may only be expended upon written approval from the County's Utilities Director or designee. The Consultant shall provide a copy of the permit invoice(s) to the County to be reimbursed at cost for permit fees. Any out-of-scope services performed requiring the release of contingency funds will be considered at-risk and may not be compensated until, or if, written approval is granted by the County's Utilities Director.

The Consultant will minimally provide a consultant invoice summary with each invoice, based on a mutually agreed-upon breakdown of phases and tasks in Attachment A-2 that reflect the effort and deliverables submitted to the County. The summary will depict the overall phases, associated budgets, amounts invoiced to date, and balance remaining. Invoices for compensation submitted by the Consultant will include the reviewed and approved consultant invoice summary, an updated Project schedule, notarized affidavits (as applicable), and the monthly status report.

Invoices for not-to-exceed projects shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction. In addition, all invoices shall be submitted with the AGREEMENT number, purchase order number, and the Polk County Utilities Project and Records Room numbers on the invoice.

The Consultant agrees that, in the event that design errors and / or omissions are discovered during construction, all services rendered by the Consultant to correct said design errors and / or omissions will be considered out-of-scope services and shall not be invoiced to the County.

F. COUNTY'S RESPONSIBILITIES

The County will provide the following information to the Consultant and / or perform the following services related to the Project:

- Operation reports and data for current leachate operations
- Access to the landfill property during operating hours and LS 112
- Review of deliverables (assumed to be within 2 weeks of each deliverable in order to schedule the review meeting)
- County will be responsible for making arrangements with the City of Bartow for any noticeable change in wastewater characteristics sent to the City's system.

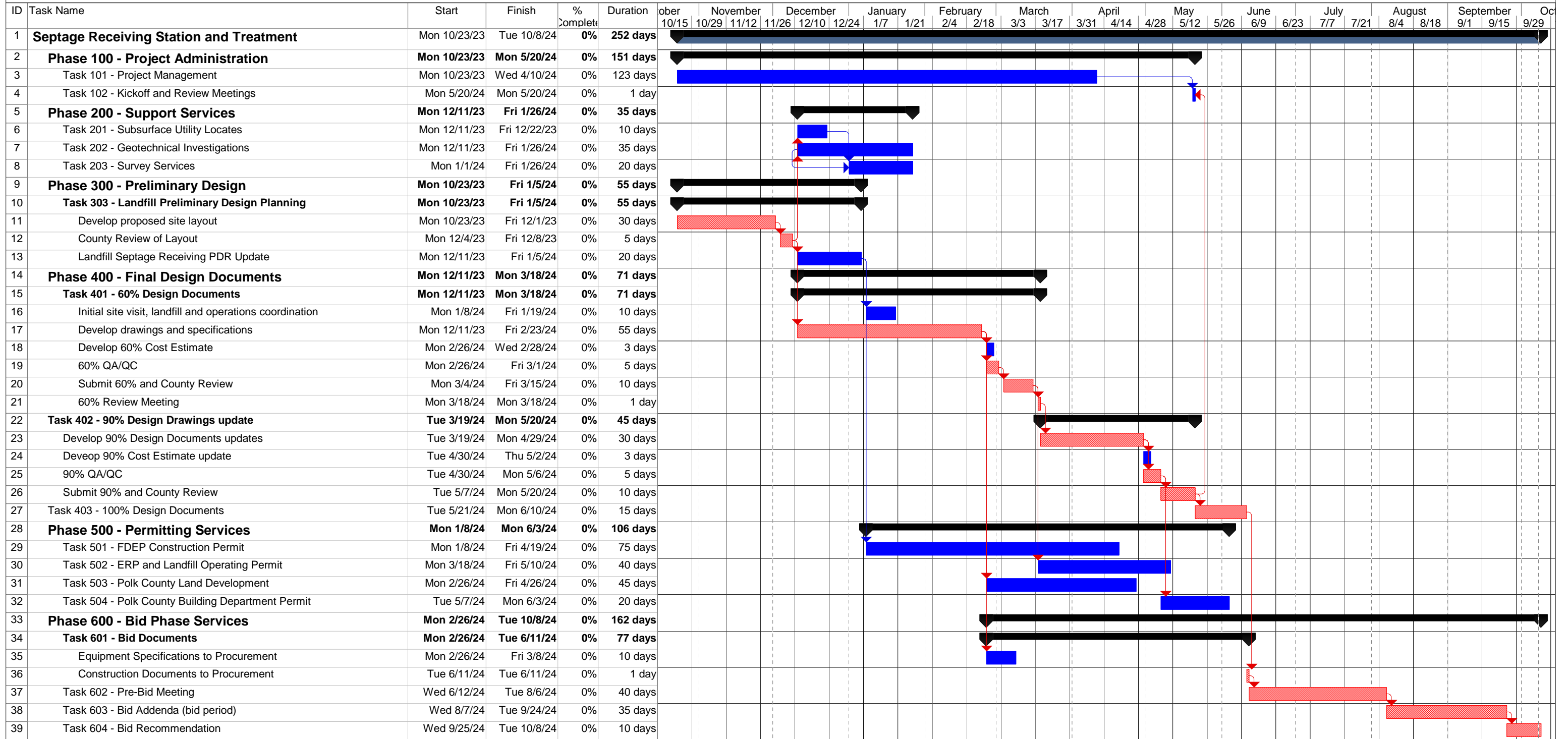
G. ASSUMPTIONS

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

- Adequate power capacity exists within existing overhead power distribution by the power company with a new power meter for separate billing to PCU.
- No wetlands impacts or endangered species design features are required.
- Specifications will require the Contractor to provide asset data for the County's CMMS program (County on site inspectors will oversee collection of this data)

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POLK COUNTY SEPTAGE RECEIVING STATION ATTACHMENT A-1 PROJECT SCHEDULE



Project: Polk County Schedule Rev Date: Mon 11/20/23	Task		Rolled Up Critical Task		Project Summary		Inactive Summary		Start-only	
	Critical Task		Rolled Up Milestone		Group By Summary		Manual Task		Finish-only	
	Milestone		Rolled Up Progress		Inactive Task		Duration-only		External Tasks	
	Summary		Split		Inactive Milestone		Manual Summary Rollup		External Milestone	
	Rolled Up Task		External Tasks		Inactive Milestone		Manual Summary		Progress	

Attachment A-2 - Task and Fee Proposal
Professional Engineering Services for
NERWWTF Landfill Septage Receiving Station

Task Number	Tasks	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Assistant Engineer	Senior Technician	CADD	Admin Assistant	Labor Hours	Labor Dollars *	Subconsultant Fees	Allowance and Contingency	Total ODCs	Total Dollars
	(Hourly Rates)	Various	Various	Various	Various	Various	Various	Various	Various	Various						
		\$295	\$285	\$220	\$200	\$160	\$130	\$145	\$125	\$100						
Phase 100 - Project Management																
103	Project Administration	2	196	18	8	16	0	0	24	86	350	\$76,170	\$0	\$0	\$0	\$76,170
	Invoicing, schedule updates, progress reports	2	184	0	0	0	0	0	0	80	266	\$61,030	\$0	\$0	\$0	\$61,030
	Coordination with County staff, team members		24								24	\$6,840			\$0	\$6,840
104	Kick-off and Review Meetings	0	12	18	8	16	0	0	24	6	84	\$15,140	\$0	\$0	\$0	\$15,140
	Kick-off meeting		4	6		16			24	2	52	\$8,220			\$0	\$8,220
	60% Design Review		4	6	4					2	16	\$3,460			\$0	\$3,460
	90% Design Review		4	6	4					2	16	\$3,460			\$0	\$3,460
Phase 200 - Support Services																
221	Subsurface Utility Locates	0	12	0	0	6	0	0	12	6	36	\$6,480	\$23,904	\$0	\$23,904	\$30,384
222	Geotechnical Investigations		4			2			4	2	12	\$2,160	\$3,530		\$3,530	\$5,690
223	Survey Services		4			2			8	2	16	\$2,660	\$5,980		\$5,980	\$8,640
Phase 300 - Preliminary Design																
303	Landfill Preliminary Design Planning (funds allocated from previous work effort)	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0
Phase 400 - Final Design Documents																
401	60% Design Documents	17	92	532	216	540	176	208	1,164	4	2949	\$476,815	\$0	\$0	\$0	\$476,815
	Initial Site Visit	10	68	372	104	484	128	148	820	4	2138	\$343,410	\$0	\$0	\$0	\$343,410
	Landfill Coordination		4	24		4		4				\$7,640			\$0	\$7,640
	Procurement Coordination		4	4								\$2,020			\$0	\$2,020
	General / Civit Site / Yard Piping		16	16								\$8,080			\$0	\$8,080
	Structural / Architectural	2	8	80			40	40	180	4	354	\$54,370			\$0	\$54,370
	Mechanical	2	16	64	64	120	16		240		522	\$83,310			\$0	\$83,310
	Electrical	2	8	64	40	120	40	24	240		538	\$82,830			\$0	\$82,830
	Instrumentation	2	8	80		120	8	40	80		338	\$56,510			\$0	\$56,510
402	90% Design Documents	7	4	40	40	120	24	40	80		310	\$48,650			\$0	\$48,650
	General / Civit Site / Yard Piping	1	4	40	24	8	8	80	165		165	\$27,235	\$0	\$0	\$0	\$27,235
	Structural / Architectural	1		24	16	40	16		40		137	\$22,255			\$0	\$22,255
	Mechanical	2	4	32	40	16	4	120	218		218	\$34,430			\$0	\$34,430
	Electrical	2	4	32		8	24	40	110		110	\$18,290			\$0	\$18,290
	Instrumentation	1	4	24			24	24	77		77	\$13,195			\$0	\$13,195
403	100% Design Documents		8	8	32	16			40		104	\$18,000	\$0	\$0	\$0	\$18,000
Phase 500 - Permitting Services																
501	FDEP Construction Permit	0	36	104	0	0	0	0	72	10	222	\$43,140	\$0	\$0	\$0	\$43,140
502	Environmental Resource Permit (ERP)		24	40					24	4	92	\$19,040			\$0	\$19,040
503	Polk County Land Development		4	16						2	22	\$4,860			\$0	\$4,860
504	Polk County Building Permit		8	24					24	2	58	\$10,760			\$0	\$10,760
Phase 600 - Bid Phase Services																
601	Bid Documents and Early Procurement Equipment Specifications	0	40	92	0	0	0	0	28	4	164	\$35,540	\$0	\$0	\$0	\$35,540
602	Pre-Bid Meeting		16	24					24	4	68	\$13,240			\$0	\$13,240
603	Bid Addenda and Review of Equipment Proposals		4	4							8	\$2,020			\$0	\$2,020
604	Bid Recommendation		16	64					4		84	\$19,140			\$0	\$19,140
	Allowance for permits		4								4	\$1,140			\$0	\$1,140
	Contingency for project													\$15,000	\$15,000	\$15,000
														\$50,000	\$50,000	\$50,000
		19	376	722	224	556	176	208	1264	102	3647	\$638,145	\$23,904	\$65,000	\$65,000	\$727,049

* includes 3.05 multiplier

November 1, 2023
Dan Schmidt, PE
Hazen and Sawyer, PC
1000 N Ashley Dr, Ste 1000
Tampa, FL 33602
Email: dschmidt@hazenandsawyer.com

RE: Polk County Septage Receiving Topographic Survey & SUE Services

Dear Mr. Schmidt,

CivilSurv Design Group, Inc. is pleased to submit this proposal for the surveying and mapping services required for this project. We look forward to working with Hazen and Sawyer toward the successful completion of this project.

I. SCOPE OF SERVICES

CivilSurv Design Group, Inc. will provide a topographic survey for the Polk County Septage Receiving project. We will provide a topographic survey within the limits outline in red shown in exhibit "A". The approximate area of the project limits is 9 acres. Two (2) test holes will be performed on the project & level "B" designates will be performed within the project limits shown on exhibit "A".

Survey Services

CivilSurv will locate prominent above ground features within the construction area, along with locating subsurface utility markings, and soil boring locations. Surveyed items will include fences, walls, manholes, trees 4" and larger, landscape features, curbs, driveways, sidewalks, power/light poles, water meters, and stormwater drains, culverts, inlets, and swales. Cross section of grade elevations within the surveyed area at 25-foot intervals will be provided.

Subsurface Utility Services

CivilSurv will provide conventional electronic designating equipment including ground penetrating radar (GPR) to locate, designate, and mark the horizontal location of existing utility lines within the project construction area. Where necessary, depending on the need to cross or connect to existing utilities, the subconsultant will provide up to two (2) test holes using "soft dig" vacuum methods in soft surfaces only. Hard surface such as concrete or asphalt will require an additional fee. Backfill, compaction, and restoration of grade and pavement will be provided for each test hole.

- Horizontal project control will be established using the Florida State Plane Coordinate System, Zone 0902, Florida West North American Datum of 1983 (2011 Adjustment).
- Vertical project control will be established using the North American Vertical Datum of 1988 (NAVD 1988) utilizing redundant GNSS observations. Bench marks relative to the NAVD 1988 datum will be set throughout the project limits & labeled in the drawing file.
- A field walk through of the project will be completed & missing items will be identified & mapped.
- Utilities will be designated & mapped (level "B") in the area outlined in red as shown on exhibit "A".
- Boundary determination is not part of this scope.
- Utility coordination is not included in this scope.

The survey services will comply with the Standards of Practice for Florida Surveyors and Mappers per Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472.027 Florida Statutes.



II. DELIVERABLES

CivilSurv will provide an AutoCAD Civil 3D or MicroStation 3D CADD file, with surface, and a signed and sealed surveyor's report. No printed or PDF sheets of the survey will be provided. We will provide dig reports, an Excel spread sheet, and will add the information to the CADD file for the 2 test hole locations & the level "B" designates.

III. FEES

Topographic Survey Services:	\$5,980.00
SUE Services:	\$3,530.00
Total:	\$9,510.00

IV. SCHEDULE

These services can be completed 10 weeks from notice to proceed. The SUE services can be completed 2 weeks from notice to proceed.

CivilSurv Design Group, Inc. greatly appreciates this opportunity to work with Hazen and Sawyer. If this proposal is acceptable, please provide a sub-consultant agreement. If you have any questions or comments, please contact me.

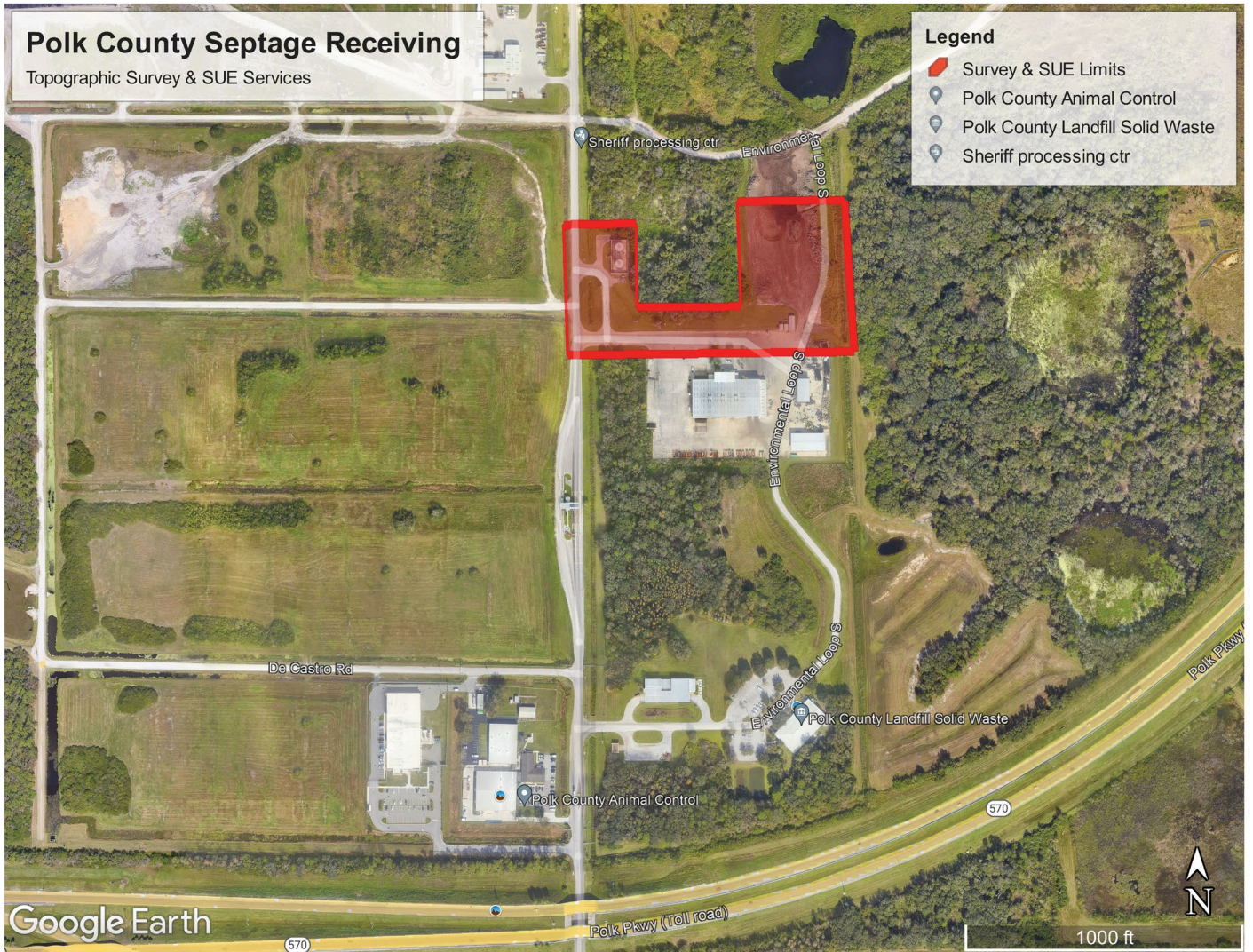
Sincerely,



Tim Morris, PSM
Associate Vice President | Geomatics



Exhibit "A"



www.CivilSurv.com
Small Business Enterprise





October 26, 2023

Mr. Dan Schmidt, P.E.
Hazen and Sawyer, PC
1000 North Ashley Drive, Suite 1000
Tampa, Florida 33602

Re: Proposal for Geotechnical Engineering Services
Environmental Loop South Septage Receiving Station
Winter Haven, Polk County, Florida
Madrid Proposal No. 15493P

Dear Mr. Schmidt,

Madrid Engineering Group, Inc., dba Madrid CPWG, (Madrid) has been requested to provide an estimate for a geotechnical exploration and evaluation for the proposed commercial project in Winter Haven, Florida. The purpose of the exploration is to collect subsurface soil information in order to provide data and geotechnical recommendations for the proposed design and construction. A final report with a summary of the exploration including a discussion of subsurface conditions, boring profiles, laboratory test results, and geotechnical evaluation with general geotechnical recommendations will be provided.

Project Understanding

Based on information provided by the Client, Madrid understands that the proposed commercial development will consist of the construction of a new septage receiving station, package treatment system, leachate holding tank, operations building, and associated pipeline.

Based on our review of the provided information, it appears that proposed boring locations are accessible to our truck or track mounted drilling equipment. Therefore, we have budgeted no time or mechanical equipment costs for clearing or difficult access. We will advise you of any potential difficulty accessing the boring locations, should it prove necessary, prior to incurring any additional expense.

Should the above information or assumptions be inconsistent with planned construction, the Client should contact the Madrid office and allow necessary modifications to be made to the proposal.

AT THE READY

2030 State Road 60 East, Bartow, FL 33830
P: 863.533.9007

Athletic Complex Design

Commercial Development

Construction Engineering and Inspection (CEI)

Construction Management

Environmental Services and Water Resources

Geotechnical Engineering

Landscape Architecture

Land Development

Materials Testing

Municipal Services

Parks and Recreation

Pavement Management

Planning

Power Services

Roadway Design

Stormwater Services

Sinkhole Services

Structural Engineering

Surveying and Mapping

Transportation Utilities



Scope of Services:

The geotechnical engineering scope of services will include the following items.

- Field exploration, consisting of drilling, testing, and sampling of the subsurface materials and observation of current groundwater levels while drilling.
- Laboratory testing of recovered samples of the subsurface materials.
- Providing geotechnical recommendations in written report format.

Field Exploration

Based on the provided information, we propose to perform the following services:

- Site reconnaissance and stake borings.
- Utility locates via Sunshine One Call (required 3 days prior to the field work).
- Mobilization to the site.
- Twelve (12) 20-foot-deep Standard Penetration Tests (SPT) borings (2 borings for septage station, 4 borings for package treatment system, 4 borings for leachate holding tank, and 2 borings for operations building) within the proposed structure areas.
- Twelve (12) 6-foot-deep hand auger borings along the proposed pipeline alignment.

Engineering Analyses and Report

The results of the field exploration and laboratory testing will be used in the engineering analysis and in the formulation of the recommendations. The results of the subsurface exploration, including the recommendations and the data on which they are based, will be presented in a written geotechnical report.

The geotechnical report will include the following items:

- A description of the site, fieldwork, laboratory testing, and general soil conditions encountered, together with a Boring Location Plan, and individual Test Boring Records.
- Site preparation considerations that include geotechnical discussions regarding site stripping and subgrade preparation, and engineered fill/backfill placement.
- Foundation system recommendations for the proposed structures, as appropriate based on the borings results.
- Bedding and backfill recommendations for the proposed pipeline.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, criteria for placement/compaction suitable fill materials will be provided.
- A pdf version of the geotechnical report will be prepared and submitted by email to the Client and design team. If requested by the Client, additional hard copies can be provided. The geotechnical report will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

Services Not Included in Scope of Work

- Survey of boring locations by Madrid (stakes may be left at boring locations for later survey if desired).



- Delineation of any deleterious materials encountered.
- Construction Documents and Specifications.
- Design/engineering services other than those described herein.
- Evaluation of subsurface conditions in other areas of the site other than those described herein.
- Construction monitoring (QA/QC) or materials testing (CMT).
- Evaluation of sinkhole activity.

Fee & Schedule

<u>TASK 1: FIELD SERVICES</u>	<u>QUANTITY</u>	<u>RATE</u>	<u>UNIT</u>	<u>COST</u>
DRILL RIG & WATER TRUCK MOBILIZATION	1	\$ 660.00	/LS	\$ 660.00
SPT BORINGS (0-50')	240	\$ 16.00	/LF	\$ 3,840.00
BOREHOLE GROUT/BACKFILL (0-50')	240	\$ 6.50	/LF	\$ 1,560.00
HAND AUGER BORINGS	72	\$ 12.00	/LF	\$ 864.00
SITE RECON/STAKE BORINGS (FIELD TECH)	6	\$ 70.00	/HR	\$ 420.00
FUEL AND MATERIALS SURCHARGE @ 8%	1	\$ 350.00	/LS	\$ 350.00
Proposed Budget for Field Services				\$ 7,694.00
<u>TASK 2: LABORATORY TESTING OF SOILS</u>				
VISUAL CLASSIFICATION/ BORING LOGS (LAB TECH)	8	\$ 65.00	/HR	\$ 520.00
ORGANIC CONTENT	4	\$ 48.00	/EA	\$ 192.00
ATTERBERG LIMITS	4	\$ 132.00	/EA	\$ 528.00
MINUS 200 SIEVE PERCENT	20	\$ 50.00	/EA	\$ 1,000.00
MOISTURE CONTENT	20	\$ 18.00	/EA	\$ 360.00
Proposed Budget for Laboratory Testing				\$ 2,600.00
<u>TASK 3: PROFESSIONAL SERVICES AND REPORT</u>				
LUMP SUM	1	\$ 4,100.00	/LS	\$ 4,100.00
Proposed Budget for Professional Services				\$ 4,100.00
TOTAL PROPOSED BUDGET				\$ 14,394.00

The proposal assumes site access with standard two-wheel drive equipment and no clearing, MOT or permits are required to complete the fieldwork. Borings will be located by handheld GPS; however, it is recommended that borings be staked by a registered surveyor prior to beginning the work. This proposal is valid for 90 days from the date estimated. Project will be billed Lump Sum by task, based on the scope provided. We anticipate beginning the field work approximately 2 weeks after receiving the authorization to proceed and field services will take 1 day to complete. The final report summarizing our findings will be complete approximately 2 weeks following completion of the fieldwork. No additional work shall be completed without the client's prior approval. Should any additional work be required (such as additional drilling depth or delineation of deleterious materials based on findings), it will be billed at our standard unit rates.



Please refer to Madrid project number 15493P on all correspondence. If this proposal meets your approval, please sign in the space provided for Authorization to Proceed or provide a Purchase/Task Order and email a copy to our office. Should you have any questions or comments, please feel free to contact us.

Madrid Engineering Group, Inc.

Andre Kniazeff, P.E.
Geotechnical Engineering Division Leader

AUTHORIZATION TO PROCEED

Signature

Date



Madrid CPWG STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project. (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the

Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or

\$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable to the Client or those claiming by or through the Client for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) **Hazardous Substances and Conditions.**

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a



custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

1. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

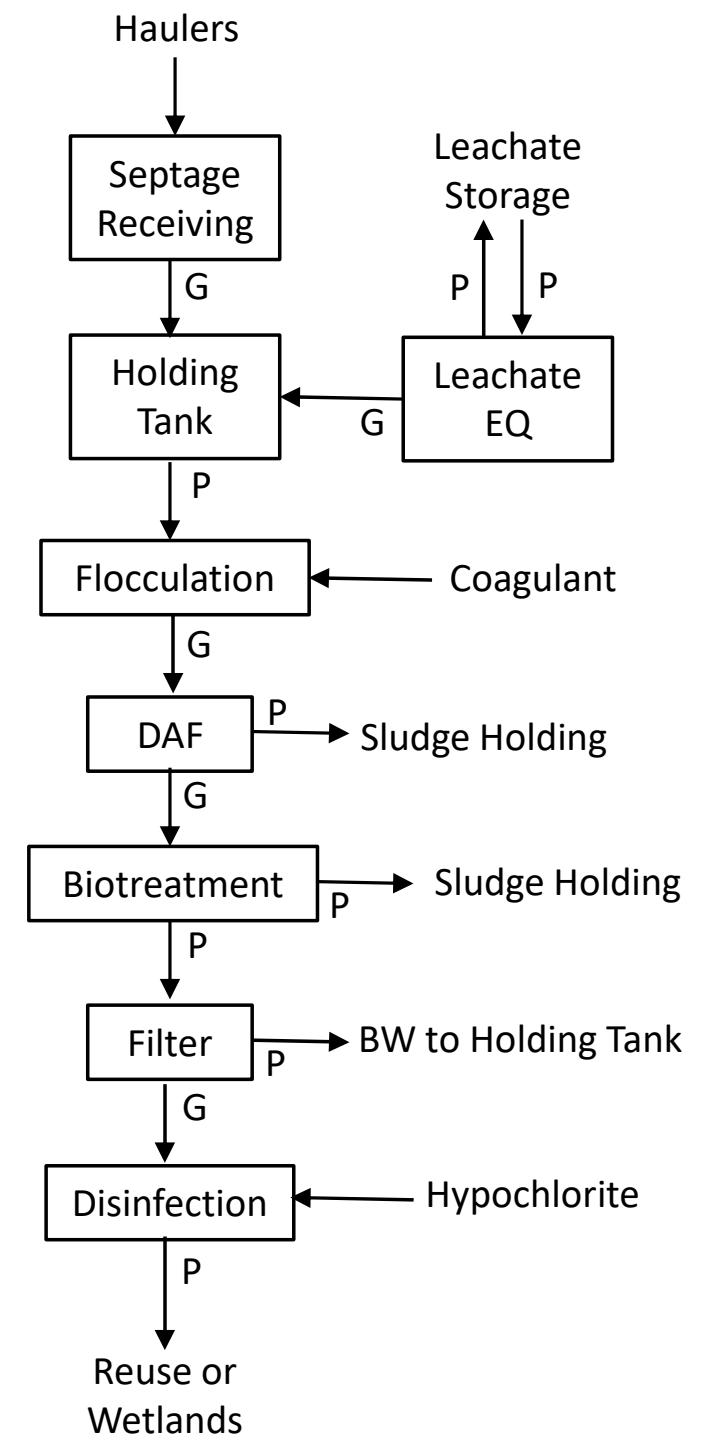
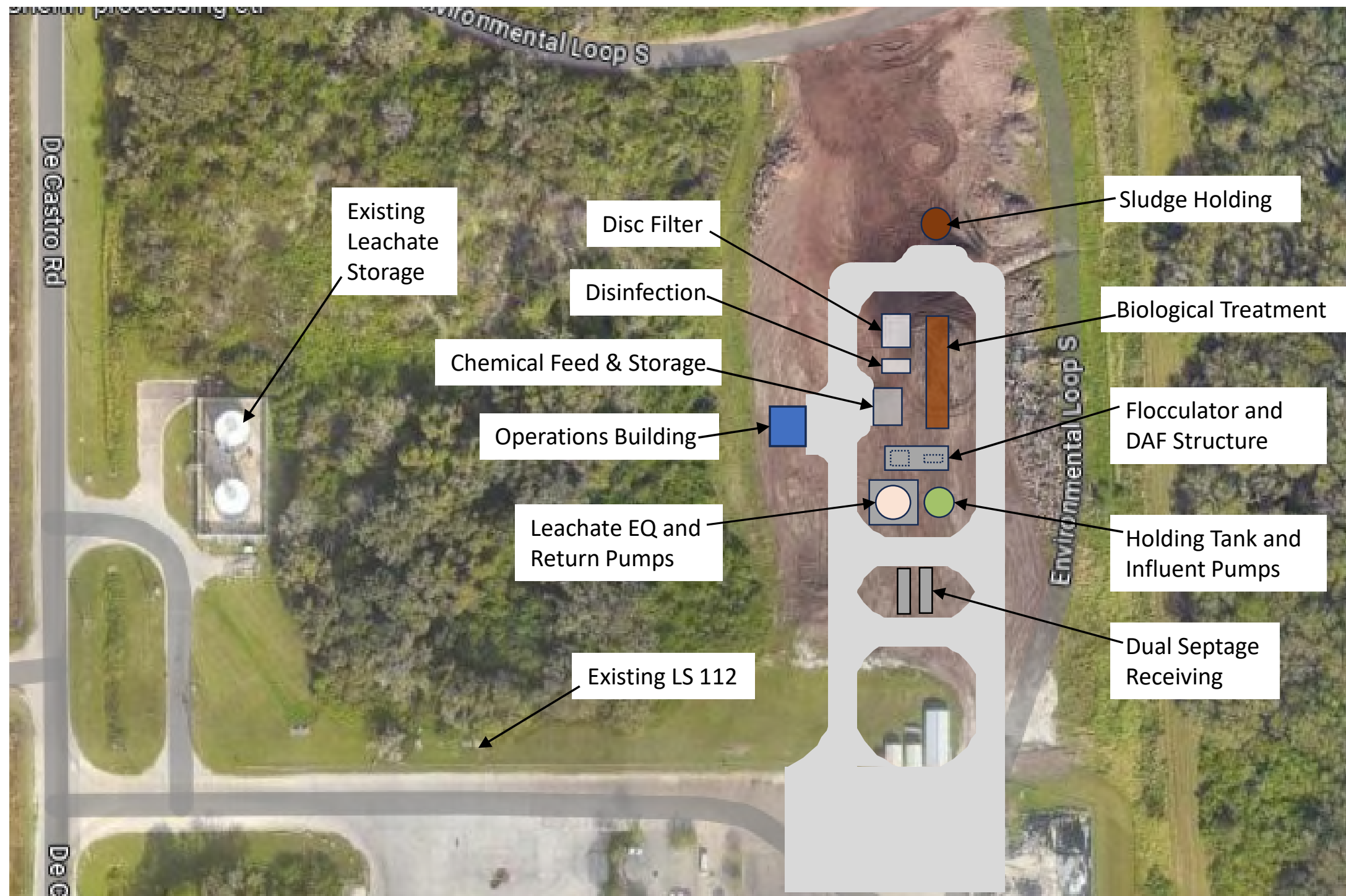
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The

Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



ATTACHMENT A-5 – PROPOSED LAYOUT OF SEPTAGE RECEIVING AND WASTEWATER TREATMENT