

REVISED - 12/04/23

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING**

AGENDA

December 6, 2023 @ 9:30 a.m.

DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, FL

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202 or through the Authority's website www.regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements. No Stenographic record by a certified court reporter is being made of this meeting. Accordingly, any person who may seek to appeal any decisions involving the matters noticed herein will be responsible for making verbatim record of the testimony and evidence at this meeting which may be necessary to appeal such decisions.

BOARD OF DIRECTORS

Commissioner Elton Langford, DeSoto County, Chairman
~~Commissioner Bill Truex, Charlotte County, Vice Chairman~~
Commissioner Joe Tiseo, Charlotte County
Commissioner George Kruse, Manatee County
Commissioner Mike Moran, Sarasota County

CALL TO ORDER

INVOCATION

Commissioner Elton Langford

PLEDGE OF ALLEGIANCE

Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

Mandy Hines, DeSoto County Administrator

PUBLIC COMMENTS

Any individual wishing to address the Board on an item on the Consent Agenda or Regular Agenda ("Voting Agenda Items") or an issue that does not appear on the agenda should complete a 'request to speak' card and submit it to the Authority's recording clerk prior to this Public Comments item. Each person that submits a 'request to speak' card will have three (3) minutes to address the Board. Fifteen (15) minutes is provided for this Public Comment item unless additional time is needed for individuals to address the Board on Voting Agenda Items. If the time limit is exhausted and there are still individuals that want to address the Board on non-Voting Agenda Items, the Board will entertain any remaining comments near the end of the meeting. Comments on Voting Agenda Items will be heard first.

AWARDS/RECOGNITIONS

1. Employee Service Awards
2. Government Finance Officers Association Certificate of Achievement Award

CONSENT AGENDA

1. Minutes of the October 4, 2023 Board of Directors Meeting
2. Board of Directors Meeting Schedule for CY 2024
3. Special District Public Facilities Report (December 2023)
4. CY 2024 Peace River Hydrobiological Monitoring Program (HBMP Work Order with Janicki Environmental)
5. Purchase of Replacement Air Compressor for Reservoir No. 2
6. Contract for ASR WF#1 Chemical Feed Improvements
7. Purchase and Installation of Construction Trailer for Temporary Water Resources Offices
8. Work Order for Site Remediation on RV Griffin Reserve
9. Reservoir No. 2 Trash Rack and Staff Gauge Refurbishment
10. Hurricane Ian Damage Repair Update

REGULAR AGENDA

1. Water Supply Conditions and Year-End Summary for FY 2023
2. Construction Manager at Risk Contract with Archer Western for PR3 Project Components
3. Agreement Between Florida Department of Environmental Protection and the Authority for Dam Safety Review by Independent Consultant
4. PR3 Project Mitigation and Future RV Griffin Land Use Considerations
5. Brackish Groundwater Supply Project Update
6. Regional Integrated Loop Phase 2B Interconnect Project – Revise Interlocal Agreement and Guaranteed Maximum Price ***REVISED***

GENERAL COUNSEL’S REPORT

EXECUTIVE DIRECTOR’S REPORT

~~ELECTION OF OFFICERS~~

- ~~1. Election of Chairman and Vice-Chairman for 2024~~

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for September and October 2023
3. Peace River Regional Reservoir No. 3 (PR3) Project
4. Regional Integrated Loop System Phase 2B Interconnect Project
5. Regional Integrated Loop System Phase 3C Interconnect Project
6. DeSoto Booster Pumping Station Project
7. Brackish Groundwater Reverse Osmosis Project at the Peace River Facility
8. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

Individuals who previously submitted a 'request to speak' card to the Authority's recording clerk and there was inadequate time during the initial Public Comments item for them to speak on non-Voting Agenda Items, will be given three (3) minutes per person to speak on such item.

ANNOUNCEMENTS

Next Authority Board Meeting (Pending Board Approval)

February 07, 2024 @ 9:30 a.m.

Peace River Facility

Water Quality and Training Center

8998 SW County Rd. 769, Arcadia, Florida

Future Authority Board Meetings

ADJOURNMENT

Visit the Business page of our website www.regionalwater.org to access the Agenda Packet

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

AWARDS/RECOGNITIONS
ITEM 1

Employee Service Recognition

Presenter -

Richard Anderson, Deputy Director

The Authority's employees are its most valuable resource. Employee service recognition provides the Board with the opportunity to personally recognize and thank our dedicated employees who have achieved significant milestones in longevity with the Authority.

The Authority is pleased to recognize the following employees for their service:

Milestone	Employee	Position
5 Years	Kelly Bailey	Administrative Assistant III
	Terri Holcomb	Director of Engineering & Projects
Retirement	Mike Chell	Operations Manager
	John Ramsey	Operations Specialist

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023**

**AWARDS/RECOGNITIONS
ITEM 2**

**Recognition of Government Finance Officers Association's Certificate of Achievement for
Excellence in Financial Reporting for FY 2022**

Presenter -

Mike Coates, Executive Director

For the fifth consecutive year the Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to Peace River Manasota Regional Water Supply Authority for its Annual Comprehensive Financial Report for the fiscal year ended September 30, 2022.

Attachments:
GFOA Award



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

11/10/2023

Mike Coates
Executive Director
Peace River Manasota Regional Water Supply Authority, Florida

Dear Mike:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended September 30, 2022 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 1

Minutes of October 4, 2023 Board of Directors Meeting

Recommended Action -

Motion to approve minutes of October 4, 2023 Board of Directors Meeting.

Draft minutes of the October 4, 2023 Board of Directors Meeting are provided for Board approval.

Attachments:

Draft Minutes of October 4, 2023 Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, FL
October 4, 2023 @ 9:30 a.m.

Board Members Present:

Commissioner Elton Langford, DeSoto County, Chairman
Commissioner Michael Moran, Sarasota County
Commissioner George Kruse, Manatee County
Commissioner Ken Doherty, Charlotte County Alternate

Staff Present:

Mike Coates, Executive Director
Doug Manson, General Counsel
Richard Anderson, Deputy Director
Terri Holcomb, Director of Engineering
Jim Guida, Director of Water Resources & Planning
Ann Lee, Finance & Budget Sr. Manager
Mike Knowles, Engineering & Projects Sr. Manager
Rachel Kersten, Executive Assistant & Agency Clerk

Others Present:

A list of others present who signed the attendance roster for this meeting is filed with the permanent records of the Authority.

CALL TO ORDER

Commissioner Langford called the meeting to order at 9:30 a.m.

INVOCATION

Commissioner Langford offered the invocation.

PLEDGE OF ALLEGIANCE

The Board led the Pledge of Allegiance to the Flag of the United States.

WELCOME GUESTS

Commissioner Langford welcomed guests and recognized Charlotte County Commissioner Ken Doherty as Commissioner Truex's alternate.

HOST COUNTY REMARKS

Sarasota County Assistant County Administrator, Brad Johnson made welcoming remarks.

PUBLIC COMMENTS

No public comments were made.

CONSENT AGENDA

- 1. Approve Minutes of the August 2, 2023, Board of Directors Meeting**
- 2. Approve Projects for State of Florida Grant Funding (Local Funding Initiatives)**
- 3. Receive and File Update on Hurricane Ian Repairs, Costs and Cost Recovery Efforts**
- 4. Approve Disbursement of Funds for FY 2023 Debt Service Coverage Payments**

Motion was made by Commissioner Doherty, seconded by Commissioner Kruse, to approve the Consent Agenda. Motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions Report

Richard Anderson presented the Water Supply Conditions at the Peace River Facility as of September 17, 2023 for the Board’s information:

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

May Water Demand	29.61 MGD
May River Withdrawals	32.37 MGD
<u>Storage Volume:</u>	
Reservoirs	6.39 BG
ASR	<u>8.36 BG</u>
Total	14.75 BG

Commissioner Doherty asked for clarification on the ASR storage volume listed on slide 6. Is this amount usable water? Mr. Anderson confirmed that yes, the ASR storage volume shown on the graph at approximately 5 BG is the estimated recoverable ASR amount.

2. Peace River Reservoir No. 3 Project, Work Order No. 3 - Final Design and Permitting

Ms. Holcomb presented the Board with a design and construction update on the Peace River Reservoir No. 3 Project which will develop a new 9 BG off-stream reservoir on the RV Griffin Reserve. The project also includes a new pumping station on the Peace River and pipelines connecting a new pump station with the expanded reservoir system.

Ms. Holcomb stated that Work Order No. 1 ‘Siting and Feasibility Phase Study’ for the Peace River Regional Reservoir (PR3) was complete, and the Consultant, HDR presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021, meeting. Work Order No. 2 ‘Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting, and Third-Party Review’ advanced the project through the preliminary design phase and included geotechnical, surveying, and bathymetry investigations to inform the development of the design documents and the Environmental Resource Permit (ERP) Permit application. The 30% Design Documents were completed in June 2023, and the Environmental Resource Permit (ERP) Application was submitted on September 15, 2023.

Ms. Holcomb explained that the Final Design and Permitting Phase (Work Order No. 3) will include design progression for construction document development, permitting activities associated with permits submitted as part of Work Order No. 2, and coordination with Authority contractors and owner's representatives as needed. She stated that this phase of the project contemplates design considerations for components of the project being constructed by different contractors under different contract procurement methods, potentially on parallel or sequential timelines. The proposed Fee for the Final Design and Permitting Phase is \$8,408,449, and the schedule for completion of this phase is 16 months.

Commissioner Doherty thanked Ms. Holcomb for the excellent presentation. He also asked if a separate meeting to further review and discuss the sequencing of the PR3 project phases for his own information would be possible. Ms. Holcomb confirmed that she would reach out to Commissioner Doherty's assistant to coordinate such a meeting in the near future.

Motion was made by Commissioner Doherty, seconded by Commissioner Kruse, to approve and authorize the Executive Director to execute Work Order No. 3 - 'Peace River Regional Reservoir (PR3) Project Final Design and Permitting' in the amount of \$8,408,449. Motion was approved unanimously.

3. Professional Construction Manager at Risk (CMAR) Services for the PR3 Pumping and Conveyance Facilities

Mr. Knowles presented on Professional Construction Manager at Risk for the PR3 Pumping and Conveyance Facilities Project procurement effort. He stated that Statements of Qualifications (SOQ) were requested from respondents interested in providing professional Construction Management at Risk (CMAR) services for the 'PR3 Pumping and Conveyance Facilities Project'. Four (4) SOQs were timely received by the August 17, 2023, submittal deadline, and all four (4) SOQs were deemed responsive.

Mr. Knowles said that on August 29, 2023, the Authority's Professional Services Evaluation Committee (PSEC) held a Public Meeting and reviewed the SOQs based upon the 1st Stage Evaluation Criteria. At the conclusion of this meeting, the PSEC elected to invite all 4 respondents to move on to the 2nd Stage - Technical Presentations held on September 12, 2023. Following the 2nd Stage - Technical Presentations, the PSEC ranked the respondent Archer Western Construction, LLC number one, and it is the recommendation of staff that the Authority Board of Directors approve the PSEC ranking and authorize the Executive Director to negotiate a contract, scope, and fee for Professional CMAR Services for the 'PR3 Pumping and Conveyance Facilities Project' with Archer Western Construction, LLC for consideration at a future Board meeting.

Motion was made by Commissioner Doherty, seconded by Commissioner Kruse, to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to negotiate a contract, scope, and fee with Archer Western for Professional CMAR Services for the 'PR3 Pumping and Conveyance Facilities Project'. Motion was approved unanimously.

4. Peace River Water Treatment Plant Expansion Pilot Testing Results and Recommendations

Mr. Knowles along with Mike Condran, Director of Client Services with Brown and Caldwell presented the Board with an update on the pilot testing results and recommendations for the Peace River Water Treatment Plant Expansion Project.

Mr. Knowles stated that in December 2022, the Board approved a work order with Brown and Caldwell to conduct pilot testing of various treatment technologies for possible use in the expansion of the Peace River Water Treatment Facilities. Brown and Caldwell was tasked with developing a Design Criteria Package

(DCP) for the treatment plant expansion incorporating the findings from the pilot testing, which included design development for the inclined plate settler and membrane filtration technologies documented in the DCP. Mr. Condran then reviewed the pilot test results and DCP recommendations for the Board's information.

5. Contract, Scope and Fee with Carollo Engineers for Integrated Regional Water Supply Plan 2025

Mr. Guida presented on this item for the Board's information. He explained that every five years the Authority updates our Integrated Regional Water Supply Plan (IRWSP) to ensure that regional water supply and transmission system planning keeps pace with changing needs and regulations in the region. The updated water supply planning also coincides with the SWFWMD water supply planning cycle enabling the Authority's regional projects to be included in the SWFWMD water supply plan, which supports project co-funding and permitting.

Mr. Guida stated that at the August 2, 2023, meeting, the Board approved the selection of Carollo Engineers to develop the 2025 IRWSP, and authorized the Executive Director to negotiate a contract, scope and fee with Carollo for this work. Work Order No. 1 under this contract will implement the scope and fee for development of the 2025 IRWSP. He stated that work includes an update to demand projections, demand management/water conservation, detailed evaluation of future regional interconnections, current and potential future sources of supply, and an enhanced assessment of reclaimed water supply opportunities in the region. A prioritized listing of project opportunities will be developed including cost estimates and timetables needed for implementation. The duration of the Project is from October 2023 - April 2025. Negotiated not-to-exceed costs for Work Order No. 1 \$698,883, which includes a \$35,000 Owners Allowance for out-of-scope work if authorized by the Executive Director.

Mr. Guida stated that this work is funded through the Management and Planning Projects section of the Authority's Approved FY 2023 and 2024 Budgets

Motion was made by Commissioner Doherty, seconded by Commissioner Kruse, to approve Professional Services Contract with Carollo Engineers for the Integrated Regional Water Supply Plan 2025 Project and Authorize the Executive Director to Execute Work Order No. 1 under that Contract for the Integrated Regional Water Supply Plan 2025 in an amount not to exceed \$698,883. Motion was approved unanimously.

CHAIRMAN'S REPORT

1. Annual Review of Executive Director

Authority policy provides that the Chairman shall review the evaluation forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. All Board members' performance evaluations submitted were favorable of the Executive Director's performance.

Commissioner Langford stated that, after discussions with Mr. Coates, it is his recommendation that the Board amend the Executive Director's employment agreement to include a 5% pay increase with these changes being retroactive to August 1, 2023.

Motion was made by Commissioner Doherty, seconded by Commissioner Kruse to approve Amendment to Employment Agreement for Executive Director increasing annual salary by 5% effective retroactively to August 1, 2023. Motion was approved unanimously.

GENERAL COUNSEL’S REPORT

Mr. Manson provided a status update on the Master Water Supply Contract revisions for Board information. He stated that he is hopeful that the new contract will be ready to be presented at the December 2023 Board Meeting. With that being said, January 15, 2024 is just around the corner following that December meeting, and the next set of updated customer demand projections are still needed by that time.

Mr. Manson also provided an update on PFAS litigation – he reviewed that the Authority is opting into the settlement as previously adopted by the Board. Further updates on this process are expected and will be provided to the Board in April 2024.

EXECUTIVE DIRECTOR’S REPORT

Mr. Coates stated that he was pleased to announce that Richard Anderson has been promoted to the position of Deputy Director. Richard has been – and will continue to serve as the Authority’s Operations Director as well.

Mr. Coates continued by saying that Richard spent 16 years in water supply operations at Tampa Bay Water. The Authority lured him away in 2010 and he’s served the past 13 years with us– the last 3 of those as our operations director. Under his leadership at the Peace River Facility, we have to buy a new trophy case nearly every year to hold the awards the plant receives.

In his new role, Richard will be overseeing the day-to-day work at the Authority and serving as an executive resource for all our departments.

Board members congratulated Richard on his promotion.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board Member comments.

PUBLIC COMMENTS

No additional public comments were made.

ANNOUNCEMENTS

Friends of Peace Water BBQ
November 3, 2023 @ 11:30 a.m.
Peace River Facility Ranch House
8998 SW County Road 769, Arcadia, FL 34269

Next Authority Board Meeting
December 6, 2023 @ 9:30 a.m.
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, FL

ADJOURNMENT

There being no further business to come before the Board, the meeting adjourned at 11:28 a.m.

Commissioner Elton Langford
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 2

Board of Directors Meeting Schedule for CY 2024

Recommended Action - **Motion** to approve Board of Directors meeting schedule for the calendar year 2024.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the local governing authority or authorities. The proposed meeting schedule for calendar year 2023 has been coordinated with each of the Board member's office. Authority Board of Director's meetings are typically scheduled for the first Wednesday of the month on a bi-monthly schedule.

Upon approval the schedule below will be sent to each county clerk and county commission chairman. Courtesy copies will also be provided to the Southwest Florida Water Management District and to the City of North Port. The meeting schedule is also posted on the Authority's website at www.regionalwater.org.

Proposed CY 2024 Board of Directors Meeting Schedule

DATE	TIME	LOCATION
Wednesday February 7, 2024	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL
Wednesday April 3, 2024	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL
Wednesday June 5, 2024	9:30 A.M.	Manatee County Administration Center Honorable Patricia M. Glass Chambers 1112 Manatee Ave West, Bradenton, FL
Wednesday, August 7, 2024	9:30 A.M.	Sarasota County Administration Center Commission Chambers, First Floor 1660 Ringling Boulevard, Sarasota, FL
Wednesday October 2, 2024	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL
Wednesday December 4, 2024	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL

Board meeting dates and times are subject to change.
Please visit www.regionalwater.org for up-to-date information.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 3

Special District Public Facilities Report (December 2023)

Recommended Action - **Motion** to approve ‘Special District Public Facilities Report’ (December 2023).

Chapter 189.08, Florida Statutes requires that each independent special district shall submit to each general-purpose government in which it is located public facilities report and annual notice of any changes. The public facilities report is to specify the following:

- a) Description of existing public facilities owned or operate by the special district to include
 - current capacity,
 - current demands placed on it, and
 - location.
- b) Description of facilities proposed to be built in next 7 years to include proposed financing.
- c) Description of facilities proposed to be replaced within the next 10 years.
- d) Anticipated time of construction will be completed.
- e) Anticipated capacity and demands when completed

The previously approved ‘Special District Public Facilities Report’ (December 2022) has been updated to include the current status of the Regional Transmission system expansion (Phase 2B and 3C Interconnects), the status of the Surface Water System Expansion Program which includes the PR3 Reservoir and associated improvements, expansion of water treatment capacity at the Peace River Facility, status of the assessment of Brackish Groundwater Reverse Osmosis development at the Peace River Facility, and other smaller projects in the 5-year CIP.

Budget Action: No Action Needed

Attachments:

Special District Public Facilities Report (December 2023)

Peace River Manasota Regional Water Supply Authority

Special District Public Facilities Report

[Revised December 2023]

Pursuant to Section 189.08, Florida Statute, special districts of the state are required to file special district public facilities reports with each local government in which the special districts are located. The purpose of the report is to provide local governments with information that may be pertinent to the development and updating of the local governments' comprehensive plan.

Overview

The Peace River Manasota Regional Water Supply Authority is an independent special district created and existing pursuant to Florida Statutes and interlocal agreement between Charlotte, DeSoto, Manatee and Sarasota Counties. The boundaries of the Authority consist of the entirety of DeSoto, Manatee and Sarasota Counties and those parts of Charlotte County which are under the jurisdiction of the Southwest Florida Water Management District.

The Authority is a regional water supply authority that provides wholesale drinking water to its member counties and the City of North Port supporting the region's economy and quality of life.

Statutory Requirements

Pursuant to Section 373.713, Florida Statutes, the Authority shall design, construct, operate, and maintain facilities in locations and at the times necessary to ensure that an adequate water supply will be available to all citizens within the Authority. By statute, the Authority is to maximize the economic development of the water resources while supplying water in such a manner as will give priority to reducing adverse environmental effects.

History

The Authority was created in 1982. Through its initial decade the Authority focused on planning the interconnection of water systems within the region. In 1991 the privately owned water utility in the region, General Development Utilities (GDU), went into bankruptcy that led to acquisition of the existing water treatment plant, the Peace River Facility that provided water to only a small segment of the region in Charlotte and DeSoto counties and the City of North Port.

Through the following four decades the Authority invested over \$375M in the expansion of the Peace River Facility and extension of the regional transmission pipeline system to provide water service to Authority Customers.

Today the Authority is a major water supplier for the region. The Peace River Facility treatment capacity has been expanded from 12 to 51 million gallons per day (MGD) incorporating a 6.5 billion gallon (BG) off-stream raw water reservoir system and aquifer storage/recovery system (ASR) providing an additional 6.3 BG of storage. The regional transmission system has been extended from the seven miles originally acquired from GDU in 1991, and now includes approximately 81 miles of large diameter pipeline delivering drinking water to Charlotte, DeSoto and Sarasota Counties and the City of North Port.

Existing Public Facilities

A description of existing public facilities owned or operated by the Authority including the current capacity of the facility, current demands placed upon it, and its location.

a) Water Supply

The Authority owns and operates the Peace River Facility located in southwest DeSoto County. The Peace River Facility is a 51 MGD surface water treatment facility utilizing the Peace River as a water source. Water is withdrawn from the Peace River at a 120 MGD pumping station in accordance with a withdrawal schedule established by the Southwest Florida Water Management District in a 50-year water use permit issued to the Authority. The permit withdrawal schedule preserves the freshwater flow in the river necessary to support the Charlotte harbor estuary.

The water supply system includes an off-stream reservoir system with 6.5 billion gallons storage capacity and an ASR system consisting of 21 ASR wells with a design storage capacity of approximately 6.3 billion gallons at the Peace River Facility site.

b) Regional integrated Loop System

The Authority currently maintains a network of approximately 81 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers (Figure 1). Off-site finished water storage tanks and pump stations are maintained in two locations, one in Punta Gorda and the other at the Carlton Water Treatment Plant in Sarasota County.

The Authority also has interconnects with other water systems including: City of Punta Gorda Utilities and Englewood Water District. These interconnects are available to supply water in case of natural disaster, equipment maintenance or failure, resource stress or unforeseen or unplanned increase in water demand.

Proposed Public Facilities

A description of public facilities the Authority is building, improving or expanding, or is proposing to build, improve or expand within the next 7 years including how the Authority currently proposes to finance the facilities is provided below.

a) Water Supply

Study on the conversion of the ASR system to partially treated water for injection is on-going, as is final design and permitting for expansion of the surface water supply system which will include a new 9 billion gallon off-stream reservoir on the RV Griffin Reserve, and expansion of the Peace River Water Treatment Facility capacity from the current 51 MGD capacity to 75 MGD. Preliminary design for a 5 - 9 MGD brackish groundwater Reverse Osmosis supply at the Peace River Facility is also ongoing. In order to meet Customer demand projections, the Authority's Board is scheduled to select one of the new supply projects in FY 2024 to move into Construction by FY 2025. New supply is scheduled to be available in FY 2028

b) Regional integrated Loop System

The Authority's 20-year expansion program identifies construction of an additional 72 miles of interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner. These pipelines include the 7-mile, 42-inch diameter Phase 3C Regional Interconnect in Sarasota County, and the 13-mile 42-inch diameter Phase 2B Regional Interconnect in northern Charlotte and southern Sarasota County. These two projects will extend the regional system to meet Customer needs and support improved system reliability.

c) Other Facilities

The Authority's 5-Year Capital Improvement Plan includes two additional projects that will begin or be completed by 2028. These include moving an existing 24-inch diameter pipeline along Kings Highway to accommodate roadway expansion, and construction of a building to replace the current 60-year old water resources building at the Peace River Facility. Both projects are further described in the tables below.

Figure 1. Existing Regional System

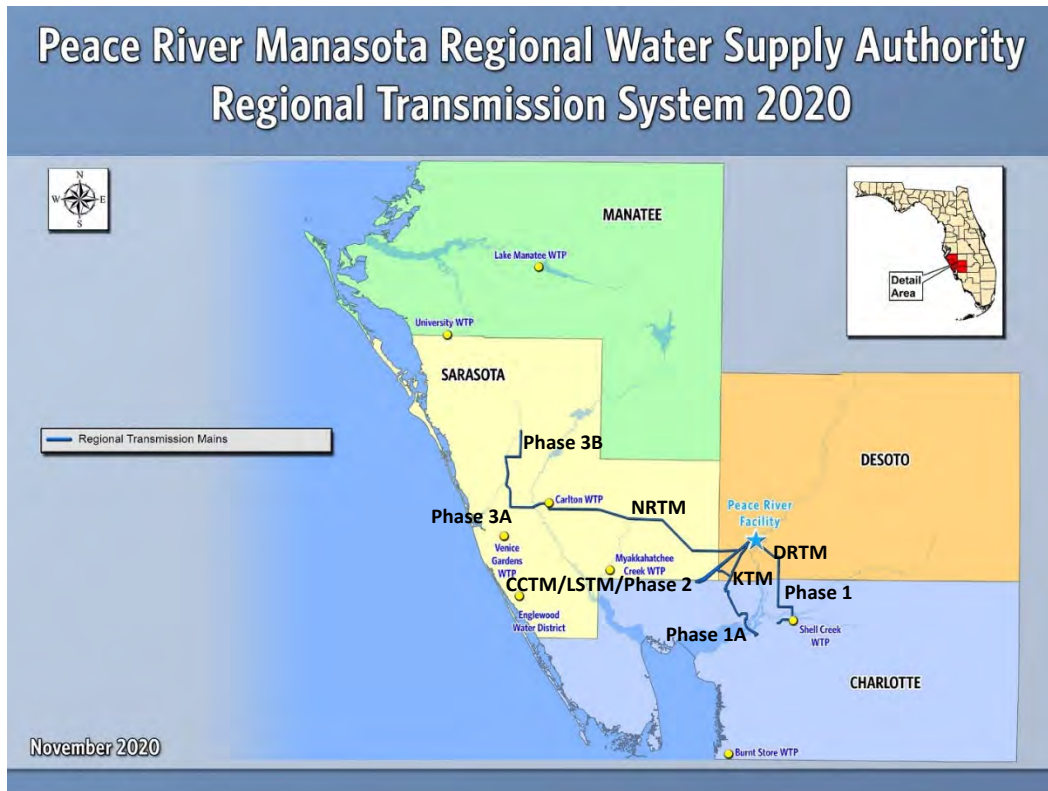


Figure 2. Regional Transmission System Extensions – Ongoing Transmission Main Projects (2023)

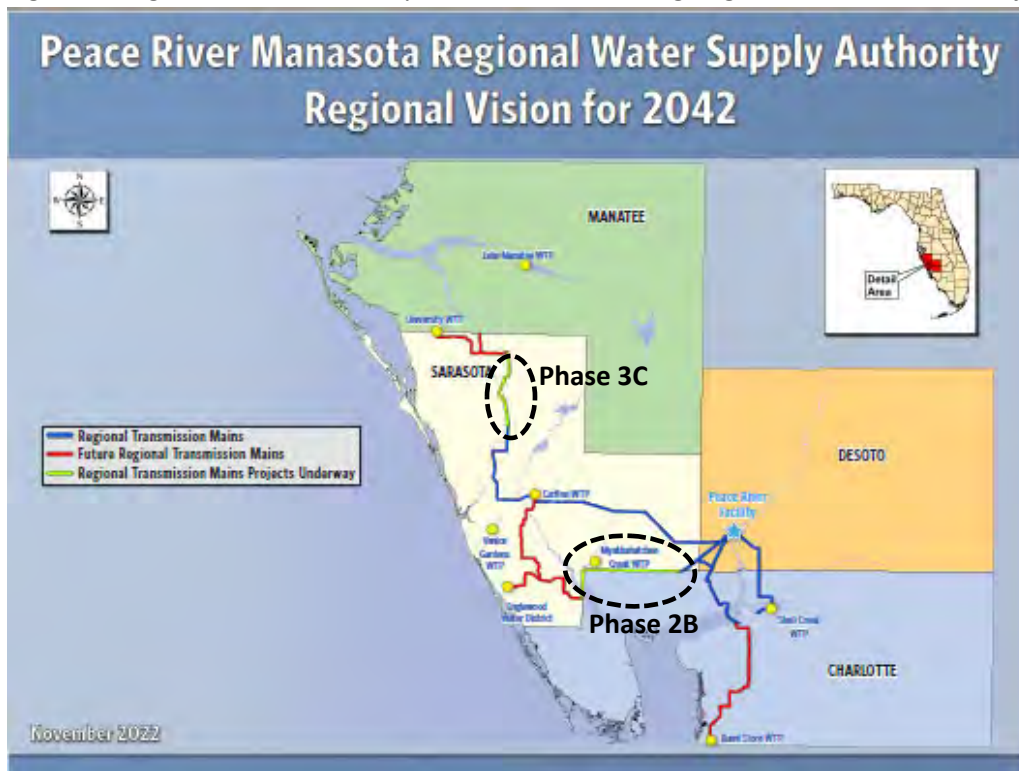


Table 1. Existing Water Supply Facilities

Facility	Current Permitted Capacity	Current Demands	Year Constructed	Location
Peace River Facility <ul style="list-style-type: none"> • 1991 Acquisition • Peace River Option • Regional Expansion Program 	51 MGD	34.7 MGD	1980 2001 2009	8998 SW County road 769 Arcadia, FL
Reservoir No. 1	0.5 BG	0.5 BG	1980	Peace River Facility site, DeSoto County
Reservoir No. 2	6 BG	6 BG	2009	Peace River Facility site, DeSoto County
ASR Wellfield	6.3 BG	6.3 BG	1980 - 2001	Peace River Facility site, DeSoto County
Punta Gorda Storage Tank Pump Station	0.5 MG 6.0 MGD	0.5 MG 1.0 MGD	2012	Cleveland Area along U.S. 17 Charlotte County
Carlton Storage Tanks Pump Station	10 MG 18.5 MGD	10 MG 7.0 MGD	2011	Carlton Water Treatment Plant Sarasota County
South Booster Station South Booster Storage Tank	3 MGD 0.5 MG	1 MGD 0.5 MG	2021 (acquired)	U.S Highway 17, DeSoto County/Charlotte County Line

MGD – Million Gallons per Day

BG – Billion Gallons

Table 2. Existing Pipelines

Facility	Diameter (inches)	Material	Length	Year Constructed	Location
Charlotte County Transmission Main (CCTM)	36	PCCP	7 miles	1980	DeSoto County/Charlotte County/City of North Port
Lake Suzy Transmission Main (LSTM)	12	PVC	2.4 miles	1980	DeSoto County
North Regional Transmission Main (NRTM)	42	Steel	23 miles	2001	DeSoto County/Sarasota County
Kings Highway Transmission Main (KTM)	24	DIP	5 miles	2001	DeSoto County
Desoto Regional Transmission Main (DRTM)	20	DIP	7 miles	2005	DeSoto County
Phase 1A Regional Interconnect and Pump Station	24	DIP	9 miles	2012	DeSoto County/Charlotte County
Phase 2 Regional Interconnect	42	DIP	7 miles	2013	DeSoto County/City of North Port/Charlotte County
Phase 3A Regional Interconnect and Pump Station	48	Steel	9 miles	2011	Sarasota County
Phase 1 Regional Interconnect	24	DIP	6.4 miles	2020	DeSoto County/Charlotte County
Phase 3B Regional Interconnect	48/36	Steel	5 miles	2021	Sarasota County

PCCP – Prestressed Concrete Cylinder Pipe

DIP – Ductile Iron Pipe

Table 3. Proposed Water Supply Facilities to be built in the next 7 years

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Partially Treated Water ASR Conversion	Pump station, filtration and disinfection system to convert existing finished water ASR system in Wellfield 2 to use partially treated water from the reservoir system for operational costs savings.	2028	12 MGD (no increase in Avg Day Yield)	12 MGD	Water Rates Grant Funds
Peace River Surface Water Expansion Project	New 9 BG off-stream storage reservoir, increased water intake capacity on the Peace River to 258 MGD. Expand treatment capacity at the Peace River Facility by 24 MGD from current 51 MGD to 75 MGD.	2028	75 MGD (Treatment) 18 MGD (Avg. Day Yield)	53 MGD	Water Rates Grant Funds
Brackish Groundwater Reverse Osmosis Facility	15 MGD Brackish groundwater wellfield and associated Reverse Osmosis Treatment Facilities and concentrate disposal wells.	2028	9 MGD (Avg. Day Yield)	43.7 MGD	Water Rates Grant Funds

Table 4. Proposed Regional Transmission Pipelines to be built in the next 7 years

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Phase 3C Regional Interconnect	RTM extending north from connection with 3B RTM to Fruitville Rd. Includes Regional pumping & storage improvements at the Carlton WTP site .	2025	42-inch	7 miles	Water Rates Grant Funds
Phase 2B Regional Interconnect	RTM extending west from regional Serris Blvd. connection to Charlotte County Utilities Gulf Cove Booster Station.	2026	42-inch	13 miles	Water Rates Grant Funds

Table 5. Proposed Other Facilities to be built in the next 7 years

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Kings Highway 24-Inch RTM	Relocate/replace a portion of the Kings Highway RTM due to CR 769 road widening.	2027	24"-30"	Relocate Approx. 2 miles	Water Rates
Water Resources/Construction Dept. Building Replacement	Due to age (60 years) and Hurricane Ian damage, replace existing water resources building with new office building on same property.	2027	N/A	N/A	Water Rates

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 4

CY 2024 Peace River Hydrobiological Monitoring Program (HBMP)
Work Order with Janicki Environmental

Recommended Action -

Motion to approve and authorize Executive Director to execute Work Order No. 4 'Peace River Hydrobiological Monitoring Program (HBMP) Scope of Services – 2024 HBMP' for an amount not to exceed \$380,438.

The Authority's Peace River Hydrobiological Monitoring Program (HBMP) is an environmental and water quality monitoring program that has been ongoing for approximately 40 years. The Program provides invaluable information on the environmental health of the Peace River and the upper portion of Charlotte Harbor Estuary. The HBMP is a requirement of the Authority's current Water Use Permit for withdrawals from the river.

On September 30, 2020 the Board approved a contract with Janicki Environmental, Inc., to conduct the Authority's Hydrobiological Monitoring Program on the Peace River. A Work Order, approved by the Authority Board, is issued each calendar year for the program. For Calendar Year 2024, Work Order No. 4 'Peace River Hydrobiological Monitoring Program (HBMP) 2023 HBMP' with Janicki Environmental, Inc. is proposed for Board consideration. This Work Order includes field sampling and laboratory services; monthly operation of eight existing HBMP continuous salinity recorders; data management and quality control; upload of HBMP data to FDEP's Watershed Information Network (WIN) environmental database, aerial riparian vegetation analysis and compilation of the 2024 HBMP Annual Data Report (regarding data collected in CY2023) at a total cost not to exceed \$380,438 which includes a \$20,000 owners allowance in case out-of-scope work is required. This is a 3% increase from the Work Order for the program in FY 2023. Funds are included in the Authority's budget for these services.

Budget Action: No action needed.

Attachments:

Work Order No. 4 'Peace River Hydrobiological Monitoring Program (HBMP) - 2024 HBMP Services'

WORK ORDER No. 4
Peace River Hydrobiological Monitoring Program (HBMP)
Scope of Services – 2024 HBMP

September 5, 2023

INTRODUCTION

The Authority administers and conducts a hydrobiological monitoring program for the Lower Peace River, including various tributaries of the Peace River and upper Charlotte Harbor, to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system and the many factors that affect the system. This Hydrobiological Monitoring Program (HBMP) is a continuation of an existing comprehensive environmental study program that meets the requirements of the approved HBMP, and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD water use permit No. 20010420.012. As defined by the permit conditions, the primary focus and overall objective of the HBMP is to assess the following key issues:

- Monitor river withdrawals from the Peace River by the Facility and evaluate gaged tributary flows from Joshua, Horse, and Shell Creeks, as well as the primary Peace River flows measured at Arcadia gauge and direct rainfall to the lower Peace River.
- Evaluate relationships between the ecology of the lower Peace River/upper Charlotte Harbor system and freshwater inflows.
- Monitor selected water quality and biological variables in order to determine whether the ecological characteristics of the estuary related to freshwater inflows are changing over time.
- Determine the relative degree and magnitude of effects of Peace River withdrawals by the Facility on ecological changes that may be observed in the lower Peace River/upper Charlotte Harbor estuarine system.
- Evaluate whether consumptive freshwater withdrawals significantly contribute to any adverse ecological impacts to the estuary resulting from extended periods of low freshwater inflows.
- Evaluate whether the withdrawals have had any significant effects on the ecology of the estuary, based on related information such as nutrient loadings, fish abundance, or seagrass distribution data collected as part of other studies conducted by the SWFWMD or other parties.

The primary goal of the HBMP study components is to provide the SWFWMD with sufficient information to determine whether the biological communities of the Lower Peace River/upper Charlotte Harbor system have been, are being, or may be adversely impacted by permitted freshwater withdrawals by the Authority's Facility.

The Authority has entered into a contract with Janicki Environmental, Inc. (Janicki) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work

Order No. 4 is for services associated with the 2023 HBMP annual report and 2024 data collection; other phases of the HBMP will be defined in separate future Work Orders.

Definitions and Acronyms

The following terms and acronyms are used in this scope of services:

- “Consultant” shall refer to Janicki Environmental, Inc.
- “Authority” shall mean the Peace River Manasota Regional Water Supply Authority
- “HBMP” shall refer to the Authority’s Hydrobiological Monitoring Program
- “MDQS” shall mean the Minimum Data Quality Standards
- “FDEP” shall refer to the Florida Department of Environmental Protection
- “SWFWMD” shall refer to the Southwest Florida Water Management District
- “WIN” shall refer to the FDEP Watershed Information Network environmental database
- “WUP” shall refer to the Authority’s water use permit

SCOPE OF SERVICES

The environmental services to be provided by the Consultant for Work Order No. 4 – 2024 HBMP include specific tasks and duties to be conducted annually related to the development and completion of each element of the HBMP. Services to be provided by Consultant to the Authority generally consists of, but are not limited to: collection of monthly Lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations; laboratory analysis of HBMP monthly water samples; Quality Assurance (QA) and Quality Control (QC) of HBMP monthly water quality data; as needed water quality data management and statistical analysis of HBMP data; development of the 2023 HBMP Annual Data Report; annual upload of HBMP data to the Florida Department of Environmental Protection’s WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation and analysis of vegetation data; collect monthly HBMP continuous recorders data in the river; service and maintain the continuous recorders as needed; replace continuous recorders as needed; obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required; and any other environmental services required for the implementation of the Authority’s HBMP. A map of the HBMP Area is shown in Figure 1.

This scope of work includes the following tasks:

- **Task 1 - HBMP Project Management**
- **Task 2 - Field Sampling and Laboratory Services**
- **Task 3 - Monthly Operation of Eight Existing HBMP Continuous Salinity Recorders Locations**
- **Task 4 - Data Management and Quality Control**
- **Task 5 - Aerial Vegetation Analysis**
- **Task 6 - HBMP 2023 Annual Data Report**
- **Task 7 - Owners Allowance**

TASK 1 - HBMP PROJECT MANAGEMENT

The Consultant will provide management of all the tasks described above. On a monthly basis, the Consultant will update the Authority's project manager on the progress of the project. This brief summary will include any issues/problems encountered during the prior month, or any notable results obtained since the last report. These progress reports may also include updates on equipment status or repair/replacement needs. Any significant changes in project staffing (project manager, QA officer, etc.) will also be reported. All contractors on the project will be required via the QA plan to submit a contractor form listing staff, and their roles, involved in the project on a semi-annual basis.

TASK 2 – FIELD SAMPLING AND LABORATORY SERVICES

The Consultant will conduct two (2) water quality sampling events per month from January 2024 through December 2024. All sampling will be conducted in accordance with the HBMP QA Plan 2019 Update. This schedule of sample events results in 12 months of sampling and 24 total sampling events.

Water Quality Sampling Event 1 (isohaline-based moving stations) - During approximately the first week of each month, near surface water samples will be collected at four "moving" salinity-based isohaline sampling locations (0, 6, 12, and 20 psu) along a river kilometer centerline running from the imaginary "mouth" of the Peace River upstream to above its junction with Horse Creek, and downstream to Boca Grande Pass, and a fixed point (RK 30.7) along the freshwater/saltwater estuarine gradient. All five stations will also be sampled concurrently for *in situ* measurements (Table 1.3).

Water Quality Sampling Event 2 (fixed stations) - Approximately two weeks after Water Quality Sampling Event 1, a second sampling event will be conducted near high tide to collect near surface and near bottom water samples at five fixed-station locations (RK -2.4, RK 6.6, RK 15.5, RK 23.6, RK 30.7) along the estuary transect. These five stations, plus an additional eleven fixed-stations (Figure 1 and Table 1.1) will be sampled for *in situ* measurements during the "fixed" sampling event.

Multiple QA/QC procedures are implemented during pre-mobilization, active field sampling and post-sampling (check lists, instrument calibration and validation, duplicate samples, field blanks, chain of custody, datasheet review, etc.), as detailed in the QA Plan 2019 Update. Sampling issues, questions about sample quality, or other problems that may arise during or after sampling will be communicated to the Consultant and the Consultant will alert the Authority to any issues requiring immediate response.

In addition to procedures implemented pre-, during, and post-sampling, annual field and laboratory audits will be implemented as described in the QA Plan 2019 Update. This ensures staff remain up to date on current standard operating procedures for the project and under stated guidelines (laboratory certification).

Figure 1

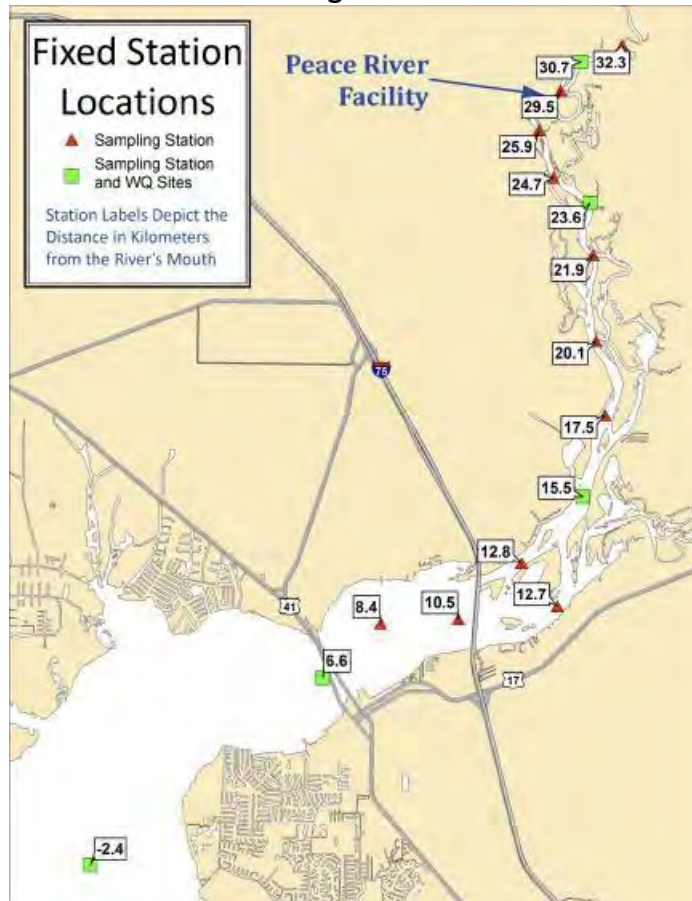


Table 1.1

Table 1.1. Current HBMP fixed sampling locations and type of sampling at each.

Historical Station Number*	River Kilometer	Longitude	Latitude	Surface and Bottom Grab	Vertical Profile	Light Profile
9	-2.4	-82.120804997	26.899462366	X	X	X
10	6.6	-82.060335575	26.943926379	X	X	X
21	8.4	-82.045251812	26.956677340		X	X
11	10.5	-82.024836333	26.957901173		X	X
92 (Shell Creek 9)	12.7	-81.998868748	26.961155578		X	X
22	12.8	-82.008383037	26.971124186		X	X
12	15.5	-81.992389772	26.986902711	X	X	X
23	17.5	-81.986780641	27.006003452		X	X
13	20.1	-81.989252945	27.023380201		X	X
24	21.9	-81.990176913	27.043555811		X	X
14	23.6	-81.991086233	27.055822432	X	X	X
25	24.7	-82.000788033	27.061685745		X	X
15	25.9	-82.004641029	27.072758504		X	X
17	29.5	-81.999043967	27.082132965		X	X
18	30.7	-81.993801633	27.088900987	X	X	X
19	32.3	-81.982998819	27.092769561		X	X

*Station numbers as utilized prior to standardization of stations to river kilometer.

All samples collected during the monthly fixed-station and isohaline-based events will be analyzed for the water quality parameters presented in Table 1.2 Note that total phosphorus was re-instated as a parameter for the HBMP, at all stations for both isohaline-based and fixed-station sampling, in July 2021.

Table 1.2

Table 1.2. HBMP chemical water quality parameters analyzed in isohaline-based and fixed-station sampling.	
Salinity	Ammonia/Ammonium Nitrogen
Chloride	Total Kjeldahl Nitrogen
Color	Total Nitrogen
Iron	Suspended Solids
Ortho-Phosphorus	Volatiles Solids
Total Phosphorus	Chlorophyll <i>a</i>
Nitrate + Nitrite Nitrogen	

The RK 30.7 (Station 18) samples collected from the surface on both fixed and moving station sampling events will also be analyzed for the following analytes:

- Potassium
- Sulfate
- Fluoride
- Alkalinity
- TDS
- Sodium

Field blanks and duplicate water chemistry samples will be taken for QA/QC purposes. Water quality samples will be delivered to the laboratory within 12 hours of sampling. Table 1.3 provides the total monthly sample numbers for the two water quality sampling events.

Table 1.3

Table 1.3. Monthly Peace River HBMP Chemistry Sample Numbers.				
Sampling Event	Surface Samples	Bottom Samples	Replicates	Blanks
Water Quality Sampling Event 1- Isohaline-based Stations	5		1	1
Water Quality Sampling Event 2 - Fixed Stations	5	5	2	1
Monthly Total	10	5	3	2

In situ water quality profile measurements will be made at all of the fixed and moving station locations and will include temperature, specific conductance, salinity, pH, and dissolved oxygen using a YSI Pro DSS water quality instrument (or similar equipment). These measurements are taken from 0.15 m below surface and at 0.5 m increments until a depth of 0.15 m from bottom has been reached. This device will be calibrated before each use, according to the manufacturer’s specifications. In addition, a light profile will be taken using a LICOR photometer or another comparable digital instrument.

A digital and hard copy report detailing the results of each sampling event will be produced and archived.

All samples will be analyzed by a laboratory that is appropriately qualified and with a history of supporting the Authority HBMP (Benchmark). Table 1.4 presents the parameters to be measured and the associated analytical method and method detection limit.

Table 1.4

Water quality parameters and associated analytical method and method detection limit.		
Analyte	Method	Detection Limit
Color	SM2120B	2.5 µg/L
Chloride	EPA 300.0	0.353 mg/L
TSS	SM2540D	0.570 mg/L
Total Volatile Suspended Solids	SM2540E	1.4 mg/L
Nitrate-Nitrite	SYSTEAS EASY	0.006 mg/L
Total Nitrogen	SYSTEAS+ EPA351.2 Calculated Value	0.05 mg/L
Ammonia, Total	EPA 350.1	0.008 mg/L
TKN	EPA 351.2	0.05 mg/L
Ortho-Phosphorus	EPA 365.3	0.002 mg/L
Silica	SM4500-SIO2C	0.009 mg/L
Iron	EPA 200.7	0.029 mg/L
Chlorophyll a, b, c	SM10200H	3.46 µg/L
Potassium	EPA 200.7	0.169 mg/L
Total phosphorus	EPA 365.3	0.008 mg/L
Sulfate	EPA 300.0	0.339 mg/L
Fluoride	EPA 300.0	0.030 mg/L
Alkalinity	SM2320B	0.594 mg/L
TDS	SM2540C	7.26 mg/L
Sodium	EPA 200.7	0.034 mg/L

The laboratory results will be provided to the Consultant monthly in the form of PDF reports and Excel electronic data deliverables. These raw results are stored in raw format in an annual data folder by the Prime Consultant. The Consultant views raw results immediately for any indication of samples out of hold time, etc. Following the monthly QA/QC review (described in Task 4) the monthly data are finalized and appended to the master SAS databases. All data will be shared with the Authority as requested.

Both field and laboratory audits will be conducted to determine and measure compliance with all aspects of the QA/QC Plan. Internal field audits will be performed on a regular basis and problems and/or deficiencies will be noted, and improvements addressed. The basis of review will be the SOPs and protocols specified in QA Plan 2019 Update. All field work performed under the HBMP may be subject to on-site systems audits conducted by outside agency staff (potentially the District and/or the Authority). All members of the project team will accommodate such on-site system audits with notice.

The laboratory participates in the Southwest Florida Regional Ambient Monitoring Program (RAMP). The HBMP consultant receives quarterly reports resulting from RAMP meetings that illustrate how lab analyses conducted at the current HBMP laboratory compare with other laboratories in southwest Florida. The HBMP Project QA/QC Officer will meet with the Laboratory Quality Assurance Officer as

needed to review any issues that may arise as a result of RAMP. Additionally, the Project QA/QC Officer may conduct an audit to evaluate those components of the laboratory's Comprehensive Quality Assurance Manual pertinent to the HBMP. At that time, any problems or potential deficiencies will be documented, and corrective actions addressed.

The Laboratory receives on-site evaluations and/or inspections by the DOH on an annual basis. This is a complete system audit. At the completion of the inspection any deficiencies discovered are noted in writing and corrections documented. The Laboratory Quality Control Officer coordinate internal performance audits to evaluate accuracy of particular chemical analyses. This is to be done by introducing blind samples of known standards (unknown to the analyst) into the normal flow of chemistry analysis and checked for accuracy. External performance audits comprise participation in the EPA Water Supply and Water Pollution evaluation performance studies which are conducted on a semi-annual basis.

TASK 3 - MONTHLY OPERATION OF EIGHT EXISTING HBMP CONTINUOUS SALINITY RECORDERS AND LOCATIONS

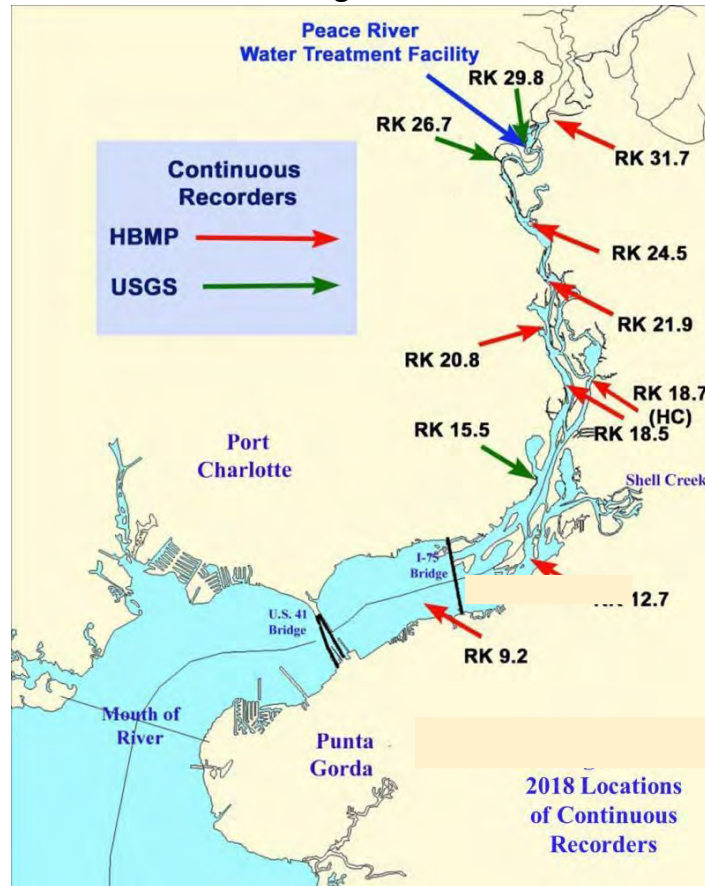
This task entails the estimated monthly effort for the required ongoing maintenance and data collection from the currently installed eight HBMP continuous recorders. All sampling and review of collected data will be conducted in accordance with the HBMP QA Plan 2019 Update. This task includes maintenance and operation of continuous recorders, as well as Manufacturer service and repair of equipment as needed. These sub-tasks are described below.

TASK 3.1 Maintain and Operate Eight Specific Conductance Recorders and Field QAQC, Data QAQC, Database Entry and Data Transmittal

The Consultant will maintain and operate the Authority's existing temperature and specific conductance recorders at eight separate locations (stations) along the lower Peace River HBMP monitoring transect. The continuous recorders are located along the main river channel from approximately a kilometer downstream of the I-75 Bridge to near the former Fort Ogden railroad trestle upstream at of the Authority Facility (Figure 2 and Table 2.1).

The recorders will be deployed in the currently installed PVC stilling wells on existing channel markers, speed zone signs, and railroad trestle pilings. All eight recorders will be deployed so that the sensors float just below the water surface (~4 inches) in the stilling wells. The recorders will measure and log temperature, specific conductance, and sensor depth in water at a minimum of an hourly basis (typically 15-minute intervals).

Figure 2



2022 locations of eight Authority and three USGS HBMP recorders.

Table 2.1

Table 2.1. Summary current HBMP-operated continuous recorders along the lower Peace River including their river kilometer locations and recorder file name.		
Gage ID, Location and Period of Monitoring	Recorder File Name	River Kilometer
RK09 – Navigation Marker south of I75 Bridge – June 2011 to present	9	RK 9.2
RK12 - Manatee Zone Marker near Shell Creek – Jun 2011 to present	12	RK 12.7
RK18 – Channel Marker in Area of Power Lines – June 2011 to present*	15	RK 18.5/RK 18
RK18_HC - Manatee Zone Marker on Hunter Creek - Jun 2011 to present	JL	RK 18.7
RK20 – Channel Marker downstream of Island – June 2011 to present	19	RK 20.8
RK21 - Manatee Zone Marker near Liverpool area - Dec 2005 to present	21	RK 21.9
RK24 - Manatee Zone Marker gage near Navigator Marina - Dec 2005 to present*	24	RK 24.5/ RK 25.6
RK31 - Ft. Ogden Railroad trestle upstream of Facility – May 2008 to present*	31	RK 31.7

*Station RK31 was relocated off the southeastern bank of the river approximately 30 feet upstream of the remaining railroad trestle pilings on June 16, 2022. Station RK 18.5 was relocated on October 12, 2022 to Charlotte county Green #7 navigation maker at RK 18 following Hurricane Ian. Station RK 24.5 was relocated on October 12, 2022 to a speed zone sign upstream of Peace River Heights at RK 25.6 following Hurricane Ian.

The continuous recorders used in this work assignment are owned by the Authority and are shown in Table 2.2. The Consultant will both operate and maintain the recording equipment. The Authority will be responsible for costs related to equipment repair resulting from normal operation and any extensive servicing by the equipment manufacturer, beyond typical maintenance repairs that can be made by the Consultant’s staff. The Consultant will maintain a log of all Authority-owned equipment detailing equipment serial numbers (or other identifying information), operational status (e.g., operational, in need of repair, or non-functioning), and current location (station at which the equipment is deployed, in storage at the Consultants facility, or at manufacturer for repair). The equipment log will be available

to the Authority upon request and transmitted to the Authority annually.

Table 2.2

Table 2.2 Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
06C1905AA	600 XLM sonde	16H100623	temp/cond	2006	2016
06C1905AC	600 XLM sonde	12C100521	temp/cond	2006	2012
06C1909AB	600 XLM sonde	07J100134	temp/cond	2006	2007
06C1909AD	600 XLM sonde	19J100827	temp/cond	2006	2019
06C1909AC	600 XLM sonde	14M100013	temp/cond	2006	2014
08A100760	600 XLM sonde	07M100304-PT	temp/cond	2008	2007
08A100761	600 XLM sonde	07M100304-PS	temp/cond	2008	2007
11F100015	600 XLM sonde	11F101990	temp/cond	2011	2011
11F100016	600 XLM sonde	11E101990	temp/cond	2011	2011
11F100017	600 XLM sonde	15B100759	temp/cond	2011	2015
11F100020	600 XLM sonde	11E102167	temp/cond	2011	2011
1008740	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008773	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008737	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009313	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009308	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009380	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008735	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009381	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009376	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009378	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008741	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009310	Aqua Troll 200	N/A	temp/cond	2023	N/A

Continuous recorder standard operational procedure for a download and maintenance event (typically monthly) are as follows:

- One continuously recording sonde will be deployed at each of the eight monitoring locations
- The sondes will be programmed to record data at 15-minute intervals. (1-hour intervals if projected battery life will not allow a normal 5-week deployment)
- The sondes will be calibrated and programmed to record:
 1. Temperature
 2. Specific Conductance
 3. Salinity (sonde software calculates this from temperature and specific conductance)
- Data will be downloaded monthly by the Consultant unless equipment failure or weather prevents.
- Two complete sets (8) of Authority-owned continuous recorders will be maintained by the Consultant when equipment condition allows.
- When sufficient operational sondes (two complete sets) are available, the Consultant will:
 1. Calibrate a full set (8) of sondes prior to each field download/deployment event
 2. Remove the currently-deployed sondes from the field for post-deployment calibration verification, maintenance, download and storage at a Consultant office
 3. Deploy one of the replacement set of sondes at each of the HBMP stations
- When sufficient replacement sondes are not available (i.e., all sondes are not operating) the Consultant will:
 1. Notify Authority of sonde conditions.
 2. Conduct post-deployment calibration and maintenance in the field
 3. Download data in the field
 4. Redeploy the sonde at that station on that same day
- The Consultant will clean and maintain the stilling wells as needed to ensure data quality

The quality assurance, quality control, and validation conducted by the Consultant under this task will rely on pre-deployment calibration procedures and comparison to other YSI sondes (sondes recording in same bucket of water). This will involve tracking pre-calibration variances and post-event verification drift from standard solutions (sondes must read within $\pm 5\%$ of the standard) over time to ensure valid operation of the individual sensors and stilling wells. The tracking will also identify when sensor or accessory performance is beginning to degrade to allow equipment replacement before it affects overall project goals. If sensors begin to respond near the 5% variance limit of calibration standard during the normal calibration procedure, then sensors are replaced.

The Consultant will maintain the raw data collected under this work assignment as the individual text files output from the continuous recorders. Sonde deployment data and water column profile

information will be maintained in an excel spreadsheet. The Consultant will perform QA/QC review (as described in Task 3) monthly on the data before appending to the master SAS database. Data will be provided to the Authority as requested. The data to be maintained will include the following meta data:

- a description of monitoring activities conducted (e.g., dates of deployment and download),
- description of any problems encountered,
- notes of any unique conditions observed, and
- database-field documentation of data qualification and validity in the electronic copies of the data collected.

The Consultant will also maintain an equipment log documenting the location repair history for each of the Authority-owned sondes.

Task 3.2. Manufacturer's Servicing & Repair of Authority-Owned Equipment

The Authority will be responsible for manufacturer's fees related to equipment repair and servicing by the equipment manufacturer. The Consultant will be responsible for coordinating the repair and servicing of Authority-owned equipment. The Consultant will request and receive Authority approval before ordering replacement parts for the equipment or sending the equipment to the manufacturer for diagnostic assessment, service and/or repairs.

TASK 4 – DATA MANAGEMENT AND QUALITY CONTROL

Task 4.1 Monthly QA/QC Reviews

On a monthly basis, HBMP data will be compiled from the various program elements and include field collected physical and light profile data, lab-analyzed samples' water quality data, and continuously recorded data. Data from each component will undergo quality controls using the SAS program created by previous Authority consultants and updated by Janicki Environmental for additional controls. Potential outliers of historical ranges, values that vary from expected trends (e.g., increasing salinity with increasing depth), or other possible sources of error will be identified. Values that are flagged as potential anomalies will be verified with the data collector, updated if a typographical error occurred, or flagged with comment in the dataset to indicate data to be excluded from further analyses.

Monthly datasets, once quality controlled and finalized, will be appended to the master datasets for each sampling element and transmitted to the Authority. All data will be shared with the Authority as requested.

Master datasets will be backed up on a minimum of a weekly basis and updated in a warehouse of data on a minimum quarterly basis. If trends in data anomalies are observed (indicating possible changes in lab methods, equipment malfunctions, changing patterns), the Authority project manager will be notified of possible issues, and the data collector/analyzer will be alerted to monitor future collections/analyses.

Task 4.2 Upload of HBMP data to WIN

Import configurations originally created by the Consultant for upload of Authority data will be verified against current data standards and requirements of WIN. If fields have been added or changed, the configurations will be updated to reflect current standards. Major changes are not anticipated. Coordination with FDEP will occur as needed.

The Consultant will prepare delimited files for WIN upload to FDEP. Software prepared by the Consultant will be used as needed to conform HBMP data to necessary formats, allowable values, etc. for WIN upload. Tables of minimum data quality standards (MDQS) and example files provided by FDEP will be used to ensure all required data fields are provided in proper format.

Station files will be prepared and loaded to WIN. Fixed stations are permanent locations and only need to be loaded the initial year of uploads to WIN. This was completed during the upload of 2017 data. Moving stations, by their nature, change location every month, and thus 4 new stations are created each month of sampling. An import file for the moving stations will be prepared and loaded to WIN. Once loaded, stations must be visually confirmed, one by one, within WIN. Each station is displayed on a map within WIN and will be verified or relocated as needed.

Analytical results will include field data (Hydrolab/YSI) and data provided by the laboratory analyses provided via electronic deliverable. Separate results files will be created for each type of sampling (field vs. lab, etc.).

Once loaded, the data appear in a staging area and various error checks are completed. If the file did not contain errors, the file will show as "Ready for Migration". However, if Basic Validation Errors have occurred, the loader will be directed to view and correct such errors. Once such errors are corrected, Advanced Validation Errors will be shown, if any. The data loader can then correct any further errors, if detected. Any discrepancies resulting from mismatched data entries provided by the entities responsible for the data collection will be verified with the data provider and corrections incorporated into the uploaded dataset. A log will be maintained to track the upload and error correction process.

Once errors of any kind, if detected, are corrected, the data (for a given type: Station, Result) will be migrated from the staging area into WIN. Occasionally, FDEP has questions regarding newly uploaded data. Should this occur, the Consultant will supply any requested information, or provide any corrected data files requested by FDEP and approved by the Authority.

TASK 5 - AERIAL RIPARIAN VEGETATION ANALYSIS

The HBMP requires the Authority to obtain annual aerial imagery in and around the withdrawal point along the Peace River on an annual basis.

Task 5.1 Aerial Imagery Acquisition

The Consultant will coordinate with a third-party vendor to obtain annual routine aerial imagery. Imagery will be 1.5m pan-sharpened multi-spectral imagery previously taken from SPOT during the "winter" months between February 2024 and March 2024. The imagery will have minimal cloud cover (ideally 0%) and will be orthorectified. The defined area of interest is identified in Figure 3 below. The goal of the annual routine aerial interpretation is to provide a spatial overview that identifies any changes that support the greater 5-year comprehensive report.

Task 5.2 Imagery QC

The Consultant will perform a review of the acquired annual routine aerial imagery to identify any apparent image quality issues as well as areas of interest that need to be further investigated.

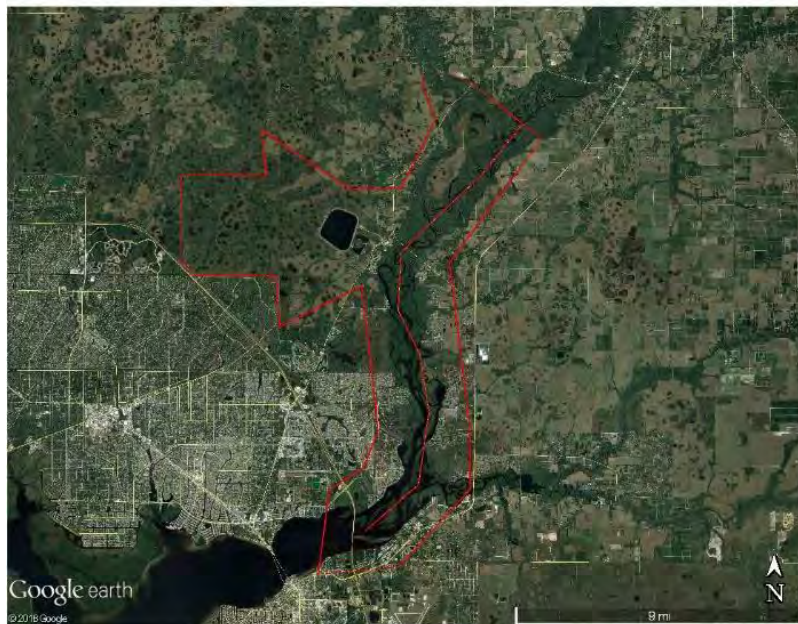
The Consultant will submit three sets of final CDs containing orthorectified imagery as .TIFF files and two (2) high resolution 36"x48" printed maps to the Authority.

Task 5.3 As-needed Ground Truthing

The Consultant may mobilize and field-survey areas of interest identified during the annual routine QC process if needed. This effort is limited to one 8-hour field effort. If significant issues or changes are identified, the Consultant will discuss the option of implementing an additional SOW to specifically address these items.

Task 5 annual routine aerial photos will be completed to allow sufficient time for the Authority to review the deliverables and Authority submittal to the SWFWMD on October 1, 2024.

Figure 3



Proposed area of interest.

TASK 6 - HBMP 2023 ANNUAL DATA REPORT

The Peace River Facility's water use permit requires that the Authority submit to the District an HBMP Annual Data Report summarizing project data in tabular, graphical, and statistical formats. This

includes all the data collected in conjunction with the Peace River HBMP during 2023, as well as a comparison with previously collected historical data collected under the Authority's ongoing HBMP.

The following presents a draft outline for the upcoming HBMP 2023 Annual Data Report. The consultant will transmit a draft of the Annual Data Report to the Authority for staff comments and edits. After incorporating edits, the Consultant will submit to the Authority an electronic folder containing the finalized report and associated datasets. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2024. Upon Authority approval of the Annual Report, Janicki Environmental will upload the finalized report to the SWFWMD by the WUP-required due date. Consultant will also upload the final annual data report (minus raw data sets) to the local Water Atlas operated by USF.

Annual Report Outline

Table of Contents

Acknowledgements

Executive Summary

1.0 Introduction/Summary

1.1 Report Objectives

1.2 Overview of the Peace River Facility and Water Use Permit

1.3 Ongoing HBMP Study Components

1.4 Summary of 2023 Results

1.5 Conclusions

1.6 Problems Encountered During 2023

1.7 Permanent Data

2.0 Peace River Gaged Flows and Regional Water Supply Facility River Withdrawals

2.1 Rainfall

2.2 Gaged Flows

2.3 2023 Stage Measurements and Comparison to Historical Data

2.4 Peace River Facility Withdrawals

2.5 Summary

3.0 Salinity/Specific Conductivity

3.1 2023 Data

3.2 Comparison to Historical Record

3.3 Relationship to Flow

3.4 Summary

4.0 Water Temperature

4.1 2023 Data

4.2 Comparison to Historical Record

5.0 Dissolved Oxygen

5.1 2023 Data

5.2 Comparison to Historical Record

5.3 Comparison of 2023 Data to Regulatory Criteria

5.4 Summary

6.0 Chlorophyll

6.1 2023 Data

6.2 Comparison to Historical Record

6.3 Relationship to Flow

6.4 Comparison of 2023 Data to Regulatory Criteria

- 6.5 Summary
- 7.0 Nutrients (Nitrogen, Phosphorus, Silica)
 - 7.1 2023 Data
 - 7.2 Comparison to Historical Record
 - 7.3 Relationship to Flow
 - 7.4 Comparison of 2023 Data to Regulatory Criteria
 - 7.5 Summary
- 8.0 Water Clarity
 - 8.1 2023 Data
 - 8.2 Comparison to Historical Record
 - 8.3 Relationship to Flow
 - 8.4 Summary
- 9.0 Other Data
 - 9.1 Other Parameters Sampled at all Stations
 - 9.2 Parameters Sampled Only at Kilometer 30.7
- 10.0 Changes in Upstream Water Quality
 - 10.1 Increasing Conductance in Lower Peace River
 - 10.2 Changes in Nutrient Concentration in the Lower Peace River
 - 10.3 Summary
- 11.0 References Cited and Relevant Literature

SCHEDULE

The Scope of Services will be delivered in the 12 months of 2024. The estimated time required for the completion of each task and the approximate date for distribution of deliverables are as described above in the scope of services.

FEE

Consultant will provide the above-described scope of services as requested by the Authority and will invoice monthly based on a percent complete basis for the estimated not to exceed lump sum cost of \$368,522. The compensation for Tasks 1 through 6 will be a lump sum basis and is broken down by Task in the table below. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as ATTACHMENT A.

	Basis	TOTAL
Task 1 Project Management	LS	\$24,600
Task 2.1 Field Sampling	LS	\$63,060
Task 2.2 Laboratory Services	LS	\$54,804
Task 3 Continuous Recorders	LS	\$72,876
Task 4 Data Management & QC	LS	\$84,768
Task 5 Aerial Riparian Vegetation Imagery	LS	\$6,880
Task 6 2023 Annual Report	LS	\$53,450
Task 7 Owner's Allowance	T&M	\$20,000
		\$380,438

ATTACHMENT A

Consultant's Fee Schedule Form (Labor)

Item	Job Classifications: These job classifications and hourly rates should reflect the Consultant's organizational makeup and will be considered as a part of the selection process. Not all job classifications may be applicable to Consultant team. All current or planned job classifications must be listed on this sheet. Rates are to be fully burdened and shall be inclusive of any associated per diem, incidental and administrative costs.	Fully Loaded Hourly Labor Rates (\$)
1	Project Officer	\$125
2	Project Manager	\$225
3	Principal Scientist/Biologist III	\$265
4	Principal Scientist/Biologist II	\$235
5	Principal Scientist/Biologist I	\$200
6	Senior Environmental Scientist III	\$180
7	Senior Environmental Scientist II	\$165
8	Senior Environmental Scientist I	\$140
9	Environmental Scientist III	\$125
10	Environmental Scientist II	\$115
11	Environmental Scientist I	\$105
12	Sr. Environmental Technician	\$95
13	Environmental Technician	\$85
14	Senior Ecologist	\$180
15	Ecologist	\$140
16	Senior Hydrologist	\$190
17	Hydrologist	\$170
18	Senior Chemist	\$150
19	Chemist	\$120
20	CAD/GIS Manager	\$140
21	CAD/GIS Specialist	\$115
22	Senior Administrative Assistant	\$100
23	Administrative Assistant	\$60

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	All-Terrain Vehicle (ATV)	\$125/day
2	Power Boat & Trailer	\$300/day
3	YSI 650 with 6920 Multi Probe	\$180/day
4	Jon Boat & Trailer	\$100/day
5	Canoe	\$30/day
6	4X4 Truck	\$85/day
7	Vehicle - Standard size	\$40/day
8	DJI Quad Drone	\$300/day
9	RTK-GPS	\$300/day
10	Trimble GPS	\$75/day
11	iPad/Android Tablet + 1m GNSS External Sensor	\$75/day
12	iPad/Android Tablet only	\$50/day
13	Laser Level	\$60/day
14	Garmin GPS or equivalent	\$25/day

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

Consultant's Fee Schedule (Equipment)

Item	Equipment Classifications: The Consultant is expected to make a diligent effort to list the various types and sizes of major equipment typical for routine work in the Consultant's area of specialty. This cost information should reflect the equipment the Consultant plans to use if selected and will be considered as a part of the selection process. The absence of any piece of equipment from this list shall not preclude its use.	Fully Loaded Hourly Equipment Rates (\$)
1	ISCO 2150 Area Velocity Flow Logger	\$25/day
2	Logging Rain Gage	\$10/day
3	Logging Water Level - Pressure Transducer	\$10/day
4	In-Situ Troll 9500 logging water quality multiprobe	\$200/week
5	YSI Hand-Held Salinity Meter or pH meter	\$30/day
6	Hand-Held Conductivity/Dissolved Oxygen Probe (YSI 85)	\$40/day
7	Water Quality Sonde	\$800/month
8	ISCO 6712 Portable Sampler w/ISCO 2105 Module	\$40/day
9		
10		
11		
12		
13		
14		

Note: Attach as many sheets as needed to completely define the list of equipment classifications and associated rates that apply to the Consultant's general business and that might be incorporated into Work Orders.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023**

**CONSENT AGENDA
ITEM 5**

Purchase of Replacement Air Compressor for Reservoir No. 2

Recommended Action -

Motion to approve and authorize the Executive Director to execute a purchase order in the amount of \$203,072 to Air Centers of Florida for the purchase and installation of one new air compressor for Reservoir 2.

The Authority utilizes aeration as one of our water quality management techniques in our surface water storage reservoirs. Large electric powered compressors generate and deliver dry, oil-free air to the underwater diffusers submerged in both Reservoir #1 and Reservoir #2. These compressors are critical to maintaining consistent water quality within the reservoirs by reducing algae growth and maintaining an optimal level of dissolved oxygen in the water column. This item is for purchase and installation of a new replacement compressor for an existing unit that has failed. The Authority solicited quotes from our contract vendor, Air Centers of Florida for this sole source replacement at a cost of \$203,072. Funds for this item are available in the Authority's 2024 R&R budget.

Budget Action: No action needed

Attachments:

Quote and Sole Source letter



Ingersoll Rand
800-D Beaty Street
Davidson, NC 28036

September 26, 2023

To: Ingersoll Rand Customers in Florida

Subject: Ingersoll Rand Compressor Systems – Authorized Distributor

Dear Sirs or Madam,

Air Centers of Florida is the master distributor for the entire Ingersoll Rand Compressed Air Solutions product offering in forty-seven (47) counties of Florida. Air Centers of Florida is the sole source provider for genuine Ingersoll Rand compressed air system sales, service, parts, and installations.

Thank you for the privilege of serving you with Quality from Ingersoll Rand and Air Centers of Florida. Please contact me directly at 602-723-1976 if you require any additional information from Ingersoll Rand.

Sincerely,

Adam Burke

Adam Burke
Distributor Sales Manager
Ingersoll Rand Company





*Doug Leath
Peace River Manasota Regional
Water Supply Authority*

Quote Reference # CTS-131100

Quote Valid until 12/15/23

Table of Contents

1 Cover Letter	5
2 Product Description	6
3 Investment Summary	7
4 General Terms	8

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Peace River Manasota
Regional Water Supply
Authority
Quote Reference
#CTS-131100

PROPOSAL

Quote Reference# CTS-131100

Quote Prepared on 11/16/23 | Valid until 12/15/23

Doug Leath

Peace River Manasota Regional
Water Supply Authority
8998 County Rd 769
ARCADIA FL 34269
USA
Email: dleath@regionalwater.org
Ph: 8632162843

Todd Norris

Air Centers of Florida
9311 Solar Dr
TAMPA FL 33619-4403
USA
Email: t.norris@acfpower.com
Ph: +1.813.621.9671



Your Trusted Partner in Compressed Air

Air Centers of Florida
Your Local Authorized Ingersoll Rand Master Distributor
Equipment | Services | Parts | Rental |
+1.813.621.9671

IngersollRandCompressor.com



Follow us on social media! #IRCompressors

Doug Leath
Peace River Water Authority
8998 County Rd 769
ARCADIA, FL 34269

Dear Doug,

Thank you for allowing us the opportunity to quote your compressed air system. As your local Ingersoll Rand Master Distributor, our company brings local expertise and service for compressed air system design, installation and services for years to come. For 150 years, Ingersoll Rand has provided products, services and solutions that increase our customer's productivity and efficiency. Ingersoll Rand continues to inspire progress by driving innovation with revolutionary technology - creating new standards for how the world gets work done. Backed by our engineering excellence, we develop rugged, reliable, industry-leading compressor technologies and service programs to keep your business moving.

Sincerely,
Todd Norris
Systems Engineer

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Peace River Manasota
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Quote Reference
#CTS-131100

Model: E160i\ 160KW\ 125 PSI\ Fixed Speed Oil Free Rotary Screw

The new E-Series oil-free rotary screw compressors utilize state-of-the-art design features to achieve unparalleled energy efficiency. Uncompromising in the superb reliability you expect from Ingersoll Rand, these compressors provide continuous 100% oil-free air per ISO 8573-1:2010 Class 0. E-series offers an optimized total package for risk free operation at a low total operating cost.

- Meets ISO 8573-1:2010 Class 0 air quality standards for processes within the food and beverage, pharmaceutical, textile, and electronics industries
- Airend features optimized rotor profile that delivers up to 14% improved efficiency and best-in-class airflow capacity
- Stainless steel components, dual-vented seals, and precision machined-rotors with advanced UltraCoat protection ensure trouble-free operation. Long-life components designed to withstand 46A°C max ambient temperature (Optional package withstands 55A°C)
- Reduce your maintenance costs with longer maintenance intervals and patented long life consumables to ensure peak performance with reduced change-out
- Intelligent Uptime: Integrated with Helixa,,C Connected Platform, a state-of-the-art system that gives you real-time insights and data to keep your compressor operating at peak performance and reduce the risk of downtime.



Representative image may not represent quoted product configuration.

Technical Information

Rated Pressure		Nominal Power		Capacity (FAD)		Dimensions (Length x Width x Height)		Weight (Air-cooled)	
bar g	psig	kW	hp	m3 / min	cfm	mm	in	kg	lb
8	115	160	200	26.2	920	2712 mm, 1825 mm, 2200 mm	106.77 in, 71.85 in, 86.61 in	3751	8252.2

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Peace River Manasota
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Investment Summary for Peace River Manasota Regional Water Supply Authority (11/10/23)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	E160i-A125 Oil Free Fixed Speed Rotary Screw Air Compressor	1	\$199,272.00	\$199,272.00
	Included Component			
	Model: E160I\ 160KW\ 125 PSI\ Fixed Speed Oil Free Rotary Screw	1	Included	Included
	Motor: 200HP\ 460/3/60	1	Included	Included
	Air Cooler: Aircooled	1	Included	Included
	Oil Cooler: Aircooled with bar and plate	1	Included	Included
	Power Breather: Standard	1	Included	Included
	Coolant: Ultra Extended Life	1	Included	Included
	Inlet Air Filter: Standard	1	Included	Included
	Condensate: Aircooled with Timer Drain	1	Included	Included
	Controller: XS-255 w/ RMS	1	Included	Included
	Enclosure: Standard	1	Included	Included
	Package Pre-Filter: Standard	1	Included	Included
	Option: Phase Monitor	1	Included	Included
	Option: Power Outage Restart Option	1	Included	Included
	Startup by Air Centers of Florida Technician			\$1100.00
	Freight to Peace River			\$2700.00

Product/Service Quote Amount	\$199,272.00
Upgrade Option(s) Amount	\$3800.00
Total Quote Amount	\$203,072.00

**Freight Amount Excluded. See General Terms and Condition page for Freight Terms information.

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 t.norris@acfpower.com

Peace River Manasota
 Regional Water Supply
 Authority
 Quote Reference
 #CTS-131100

General Terms

Lead Time:	6 Weeks to Ship	Pricing and availability is subject to change without notice. Upon submission of your order, please include the following information: payment terms, preferred payment method, purchase order number, tax status (if exempt please include a copy of your tax exemption certificate with your order).
Payment Terms:	See Below for ACF Terms and Conditions	
FOB:	Mocksville, NC	
Freight Terms:		

"Please refer to ACF Terms and Conditions of Sale

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Peace River Manasota
 Regional Water Supply
 Authority
 Quote Reference
 #CTS-131100

Terms and Conditions of Sale

1. **Acceptance** -- ACF Holdings of Tampa Bay, Inc. including Air Centers of Florida, Inc., ACF Standby Systems, LLC, ACF Tool and Hoist, Arle Compressors of Florida, LLC, and ACF, Inc. is hereinafter referred to as "Seller" and the Buyer is hereinafter referred to as "Buyer." Any order that contains terms and conditions in addition to or inconsistent with the following shall not be binding upon Seller unless acceptance of each non-conforming term or condition is clearly and expressly made in writing by Seller, and failure of Seller to object to provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor as acceptance of any such provisions. Acknowledgements of Buyer's order forms or "releases" shall not be construed to be a waiver, amendment, or modification of these terms and conditions.

2. **Payment** -- Standard credit terms are NET-10 days from date of invoice, or as otherwise stated in proposal. Equipment, parts and service orders over \$50,000 are subject to progress payments of 25% upon order, 65% prior to shipment, and 10% NET-10 days from date of invoice. Charges not paid within 10 days are considered past due. Past due accounts are subject to a finance charges of 1.5% per month, on the past due balance, with interest charges accruing from the invoice date. If credit cards are used for purchases, then the portion of the purchase amount above \$5,000 is subject to a 3% fee. No retainage is permitted unless accepted in writing by Seller, but not to exceed 10% of the order value. All retainage held shall not to exceed 90 days from shipment. Purchase orders issued with a hold for release date are subject to re-evaluation at the time of release.

3. **Order Acknowledgment** -- All equipment purchase orders must reference Seller quotation and must be acknowledged in writing by Seller to be deemed accepted.

4. **Shipments** -- Merchandise is shipped F.O.B. Point of Shipment unless specifically stated in the quote. Freight cost is not included unless specifically stated in the quote and may be generated in a separate invoice. Partial shipments will be invoiced proportional to total quoted price. If job conditions or schedule results in partial or incomplete shipment of equipment, parts or services provided by Seller, Buyer will be invoiced per the dollar value of the items shipped or services performed, and Buyer agrees to pay the invoice as outlined in the payment policy herein. Completed equipment to be delivered to a 3rd party manufacturer for further fabrication will be invoiced upon shipment to the 3rd party manufacturer.

5. **Price** -- Quotation prices are firm for thirty (30) days from the date of the quotation, unless specifically stated to the contrary as part of a particular price quote and are subject to change without notice after the expiration of this thirty (30) day period. Any variations in quantity specified and/or rate of delivery may necessitate a revision in price.

Start-up and test costs may be invoiced separately at Buyer's request, but subject to Seller partial invoicing policy in payment policy herein.

Storage fees may be assessed if job site is not able to accept delivery on the requested date.

Seller will charge Buyer for time and costs at our normal service rates for required online portal entry system and specific training Seller's employee may be required to receive to do business with the Buyer.

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Permit and license costs (AQMD, Fire, Building, etc.) are not included. Seller will provide information, if necessary, for the acquisition of permits and licenses, but does not assume any responsibility for obtaining any permits or licenses which may be required.

6. **Taxes** -- The price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments applicable to this transaction or any services performed hereunder. Such taxes will be itemized separately to Buyer. The Seller will accept a valid exemption certificate from Buyer. If exemption certificate is not recognized by the governmental taxing authority, Buyer agrees to promptly reimburse the Seller for any taxes which the Seller is required to pay.

7. **Delivery** -- Seller will not accept purchase orders which specify delivery dates that are not subject to manufacturer's lead-times, contain penalty clauses, liquidated damage clauses, time is of the essence clause, require Seller to pay any legal expenses of the Buyer in the event of a dispute, require Seller to be responsible for system design work and/or guarantee that a performance standard for a system will be met, require completion and acceptance of the project by the owner before payment. Offloading, placement and anchoring of the goods shall be the Buyer's sole responsibility unless specified in the quotation. Deliveries outside normal business hours will be invoiced at additional charges.

8. **Long Term Storage** -- If equipment sold by Seller is not installed and ready for startup within 6 months of shipment, it will require long term storage maintenance procedures. Please refer to the Operation and Maintenance Manual for such requirements. Failure to follow these procedures may void warranty and affect equipment operation. All costs related to long term storage is the responsibility of the Buyer of the equipment. Buyer will be invoiced per the dollar value of the items and/or services performed and Buyer agrees to pay the invoice as outlined in the payment policy herein.

9. **Cancellation and Return Policy** -- Buyer cancellation charges for standard orders is 25%. Orders for non-standard equipment and parts are subject to the manufacturers cancelation policy if charges are greater than 25% of the sale up to 100% of the sale.

10. **Assignment** -- Neither party shall assign or transfer this contract without the prior written consent of the other parties.

11. **Classification** -- Seller is a supplier of equipment, parts and related service and is not a contractor.

12. **Title and Risk of Loss** -- Title and risk of loss or damage to the Equipment shall pass to the Buyer upon tender of delivery F.O.B. Point of Shipment unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Seller, regardless of mode of attachment to realty or other property, until full payment has been made. Buyer shall adequately insure the Equipment against loss or damage from any cause wherein the Seller shall be named as an additional insured.

13. **Governing Law and Jurisdiction** -- The rights and obligations of the parties shall be governed by the laws of the State of Florida excluding any conflicts of law provisions. The United Nations convention on contracts for the international sale of goods shall not apply to this agreement.

Venue for any litigation (and depositions) between the parties for any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter, shall only be in Hillsborough County Florida. The parties do hereby waive their right to trial by jury for any litigation arising between the parties and any claims relating to debt collection for merchandise, supplies, or equipment purchased hereunder, or hereafter. The Seller will comply with applicable laws and regulations in effect on the date of the Seller's proposal as they may apply to the

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manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Buyer. If legal action is instituted to collect amounts owed or to recover materials or supplies purchased, the Buyer agrees to pay all reasonable attorney's fees and appellate attorney's fees and costs incurred by Seller.

14. Patents --The Seller does not accept any liability whatsoever with respect to patents claiming more than the Equipment furnished hereunder, or claiming methods and processes to be carried out with the aid of said Equipment. The foregoing states the entire liability of the Seller with regards to patent infringement.

15. Warranty -- The Seller warrants that the Equipment sold and delivered hereunder will be free of defects in material and workmanship for a period of twelve months from the date of placing the Equipment in operation or eighteen months from the date of shipment, whichever shall occur first unless otherwise stated by the manufacturer. Warranty for parts is 6 months and equipment warranty is 12 months.

The Buyer shall be obligated to promptly report any failure to conform to this warranty, in writing to the Seller within said period, whereupon the Seller shall, at its option, correct such nonconformity, by suitable repair to such Equipment or, furnish a replacement part provided the Buyer has stored, installed, maintained, and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Seller. Seller reserves the right to take possession of or direct Buyer to return any replaced parts, which shall become Seller property. Accessories or equipment furnished by the Seller, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Seller and which can be passed on to the Buyer. This warranty shall not apply to any component which Buyer directs Seller to use in or add to the Equipment, and which would not otherwise be used or added by the Seller. The Seller shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Buyer or others without the Seller's prior written approval.

The effects of corrosion, erosion, and normal wear and tear are specifically excluded. Performance warranties are limited to those specifically stated within the Seller's proposal, and the Seller's obligation for meeting such performance warranties shall be to correct in the manner, and for the period outlined herein.

THE SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

16. Liability -- Correction by the Seller of nonconformities whether patent or latent, in the manner and for the period provided herein, shall constitute fulfillment of all liabilities of the Seller for such nonconformities, with respect to or arising out of such Equipment. The Buyer shall not operate Equipment which is considered defective, and any such use of Equipment will be at the Buyer's sole risk and liability. The remedies of the Buyer set forth herein are exclusive, and the total liability of the Seller with respect to this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based.

The Seller and its suppliers shall in no event be liable to the Buyer, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special, or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure

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of, or malfunction of the Equipment hereunder, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

17. **Revisions** -- The Seller shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Seller. The contract, when so approved, shall supersede all previous communications, either oral or written.

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 6

ASR WF#1 Chemical Feed System Improvements

Recommended Action -

Motion to approve and authorize the Executive Director to execute a Work Order in the amount of \$616,740 to Garney Companies, Inc. for construction of new chemical feed equipment for disinfection of water recovered from ASR WF #1.

In 2022 the Authority applied for and received an operating permit from the Florida Department of Environmental Protection (FDEP) to recover up to 5 million gallons per day (MGD) from our Aquifer Storage and Recovery (ASR) WF #1 directly to the finished water storage tanks at the Peace River Facility. Permit conditions require the water to be treated to groundwater standards including disinfection prior to delivery directly to our finished water storage tanks where it will blend with our treated surface water supplies. Following permit issuance, Authority staff worked with our consultant, Carollo Engineers for design and bid phase services for the treatment system and associated components identified in the FDEP permit. Authority staff then solicited bids from 3 contractors listed on our As Needed Contractor list for installation of the required treatment system components with the following results:

Garney Companies - \$616,740
Westra Construction – No Bid
Kiewit Construction – No Bid

Staff recommendation is to award a Work Order to Garney Companies, Inc. for the installation of referenced equipment according to FDEP and Carollo specifications. Work Order amount to Garney Companies, Inc. is not to exceed \$616,740 which includes \$20,000 of Owner’s Allowance that can only be used with prior written approval by the Authority. Funds for this item are available in the Authority’s 2024 R&R budget.

Budget Action: No action needed

Attachments:

Garney Bid Tab

**BID FORM
ASR WELL SYSTEM MODIFICATIONS**

Bidder's contact person for additional information on this bid.

NAME: Scott J. Reuter

TITLE: Director

COMPANY: GARNEY COMPANIES, INC.

ADDRESS: 370 East Crown Point Road

CITY, STATE, ZIP: Winter Garden, FL 34787

TELEPHONE: 407-877-5903

EMAIL: SReuter@garney.com

FAX: 407-877-5912

STREET ADDRESS IF DIFFERENT FROM ABOVE:

STREET ADDRESS: Same as above

CITY, STATE, ZIP: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter referred to as the "Bidder", declares that the only persons or parties interested in this bid proposal are those named herein, that this bid proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Authority, and that the bid proposal is made without any connection or collusion with any person submitting another bid proposal on the ASR Well System Modifications.

If this Bid is awarded to Bidder, Bidder agrees to the terms and conditions herein as well as the terms and conditions pursuant to the As Needed Construction Contract: Water Treatment Process & Pipeline Construction, Repair & Replacement.

Garney Companies, Inc. acknowledges receipt of an Email from the Authority dated September 29, 2023 and has prepared their bid according to direction provided in the email which is attached at the end of this bid form. In addition, Garney was notified at the site visit which took place on September 27th that the Authority would be purchasing the chemical skids and flow meters. Therefore, Garney has not included the purchase of this equipment in their bid.

Bidder hereby acknowledges receipt of Addenda No.'s, if any, None, _____, _____, (Bidder shall insert No. of each addendum received) and agrees that all addenda issued are hereby made part of the Bid, and the Bidder further agrees that this bid proposal(s) includes all impacts resulting from said addenda.

Bidder agrees that any and all applicable federal, state, and local sales and use taxes that are incurred by the Bidder are included in the bid. The Authority is tax exempt.

Award shall be made to the lowest responsible and responsive bidder(s) whose bid is determined to be the most advantageous to the Authority. This shall not be an exclusive contract and the Authority reserves the right to enter into contracts with other suppliers of valves and actuators and to purchase valves and actuators from one or more suppliers.

In the event of mathematical discrepancies UNIT PRICES shall prevail.

**BID FORM
ASR WELL SYSTEM MODIFICATIONS**

ITEM NO.	DESCRIPTION OF ITEMS	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
2	RPZ Assembly Installation	1	LS	\$ <u>63,450.00</u>	\$ <u>63,450.00</u>
3	Chemical Feed System Installation	1	LS	\$ <u>492,290.00</u>	\$ <u>492,290.00</u>
4	Permit Allowance	1	LS	\$1,000.00	\$1,000.00
5	Owner's Allowance	1	LS	\$20,000.00	\$20,000.00

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8): \$ 616,740.00
 (Amount Written in Figures)

PROPOSED TOTAL CONTRACT PRICE (Item No. 1 through 8): Six Hundred Sixteen Thousand
 (Amount Written in Words) Seven Hundred Forty and 00/100 Dollars


 Signature **GARNEY COMPANIES, INC.**
 Scott J. Reuter, Director

11/1/2023
 Date

The names of the principal officers of the corporation submitting this bid proposal, or of the partnership, or of all persons interested in this bid proposal as principals are as follows:

Mike Heitmann - CEO
Matt Reaves - Executive Vice President
Wayne O'Brien - Vice President/COO
Jason Seubert - Vice President/COO
Steve Ford - Vice President
Jordan Carrier - Vice President
Scott Reuter - Director

Scott Parrish - President
Timothy Behler - Vice President/COO
Matt Foster - Vice President/COO
David Burkhart - Vice President
Greg Harris - Vice President
Dan Smolik - Vice President
Eric Wagner - Director

DATED this 20th day of October, 2023.

Bidder: GARNEY COMPANIES, INC.

CORPORATE SEAL
IF APPLICABLE



By: *[Signature]*
Signature

Scott J. Reuter, Director
Print Name and Title

IF NOT A CORPORATION:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ by _____ of _____, a _____ organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Name typed, printed, or stamped: _____
My commission expires: _____

IF CORPORATION

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10/20/2023 by Scott J. Reuter of GARNEY COMPANIES, INC., a Corporation organized under the laws of the State of Missouri, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

Tracy Winsor

NOTARY PUBLIC-STATE OF FLORIDA
Name typed, printed, or stamped: Tracy Winsor
My commission expires: 12-07-2024





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



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

ABRAM, MARK ALLEN

GARNEY COMPANIES INC
1700 SWIFT STREET SUITE 200
NORTH KANSAS CITY MO 64116

LICENSE NUMBER: CGC1515632

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



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.



**CERTIFIED COPY OF RESOLUTION
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.**

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 5th day of December, 2022 and that such resolution is now in full force and effect:

RESOLVED: That the following individuals listed below

Michael H. Heitmann	CEO
Scott A. Parrish	President
Executive Vice President	Matthew W. Reaves
Timothy M. Behler	Vice President/COO - Eastern Plant
Wayne A. O'Brien	Vice President/COO - Western Plant
Matthew T. Foster	Vice President/COO - Western Pipe
Jason A. Seubert	Vice President/COO - Eastern Pipe
David R. Burkhart	Vice President
Stephen P. Ford	Vice President
Gregory K. Harris	Vice President
Jordan S. Carrier	Vice President
Daniel R. Smolik	Vice President
William D. Williams	Vice President
Jay L. McQuillen, Jr.	Director - Garney Federal
Thomas J. Roberts	Director of Financial Reporting/Secretary
Mark A. Kelly	Director - Business Development
Michael D. Strong	Director - General Counsel
Scott J. Reuter	Director
Jeffrey P. Seal	Director
Michael Joel Heimbuck	Director
Eric C. Wagner	Director
Brian B. Brandstetter	Director
Patrick S. Vidonish	Director

are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

IN WITNESS WHEREOF, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 5th day of December, 2022.




Thomas J. Roberts, Corporate Secretary

Tyler Bolton

From: Richard Anderson <randerson@regionalwater.org>
Sent: Friday, September 29, 2023 11:51 AM
To: Tyler Bolton; Mike Beukema - Westra Construction Corp. (mike@westraconst.com)
Cc: Doug Leath; Kyle Ward
Subject: [EXTERNAL] ASR Chemical Feed Project Site Visit

External Message - Please be cautious when opening links or attachments in email

The following questions/clarifications were discussed at the project site visit on Wednesday.

1. The Authority will Pre-purchase the chemical feed skids (both sodium hypochlorite and ammonia). Bidders shall not include the cost of the skids in the bid, only cost of installation.
2. Use the Chemical Storage Tank schedule listed on the plans, not the schedule in the specifications.
3. The Sodium Hypochlorite storage tank shall be strapped or tied down. Contractor will provide submittal to be approved by Engineer.
4. On the plans Page M02, Detail Section "D". Contractor shall combine the Free Chlorine and turbidity sample taps. Instead of 2 saddle taps, there shall be 1 saddle tap to the sample line.

Please contact Doug Leath or I with any questions on these comments. Reminder that bids are due Friday October 20th at 10AM according to the information in the Instructions to Bidders.

Regards,

Richard

Richard Anderson
Director of Operations
Peace River Manasota Regional Water Supply Authority
8998 S.W. CR 769
Arcadia, FL 34269
O-(863) 993-4565 C-(941) 806-9967

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 7

**Purchase and Installation of a Construction Trailer
for Temporary Water Resources Office**

Recommended Action -

Motion to approve and authorize the Executive Director to execute a work order for Garney Companies, Inc. under their Continuing Service Contract in the amount of \$266,370.00 for the purchase and installation of a new construction trailer office space for the Water Resources Department Staff.

The Authority's Water Resources Building (AKA Ranch House) is over 60 years old and has been scheduled for replacement (estimated cost \$4.7M) when construction prices moderate and funding capacity in the System Wide Benefit portion of the CIP is available. Replacement of the Water Resources Building is currently included in the Authority's 5-year Capital Improvement Program.

The Water Resources Building sustained roof and water damage during Hurricane Ian and is no longer suitable for continued office use. The purchase of a construction trailer for office space is proposed in lieu of making costly repairs to the existing building. The staff recommendation is for Garney Companies, Inc., under their continuing services contract to purchase and install a new 1,344 ft² construction trailer which would provide suitable workspace for the Water Resource Department staff adjacent to the existing Water Resources Office. Turn-key price for the project is \$266,370. That price includes site preparation, delivery, installation, an ADA ramp, steps, skirting and connection of utilities (water, sewer and electrical).

Funds for this item are available in the Authority's 2024 R&R budget.

Budget Action: No action needed

Attachments:

Tab A Scope and Fee Proposal

Tab B Site Layout

TAB A
Scope & Fee Proposal



November 20th, 2023

Peace River Manasota Regional
Water Supply Authority
8998 S.W. CR 769
Arcadia, FL 34269

Attention: Mr. Scott Cunningham
RE: Continuing Services Agreement – Construction Trailer

Dear Mr. Cunningham,

For the above referenced project, Garney Companies, Inc. is prepared to offer a price of **\$266,370** for the work described below.

Scope:

Garney Construction will provide all labor, equipment, supervision, and materials necessary to prep and install a construction trailer next to the existing Ranch House. The work consists of clearing the area (1) tree removal and placing rock provided by the Authority onsite as well as the purchase of the construction trailer and installation of utilities from their existing locations to the new construction trailer.

The above work will require coordination with PRMRWSA. As previously discussed, PRMRWSA will be responsible for shutting down the existing power and water line so that Garney and their sub can perform their work.

Exclusions:

- Permits & Builder's Risk Insurance.
- Materials Testing, Pressure Testing, Line Flushing.
- Polywrap of underground pipe and valves.
- Certified as-built drawings.
- Construction power or water usage fees.
- Relocation/repair of unforeseen utilities.

Clarifications:

- Pricing is based on PRMRWSA allowing Garney to utilize PRMRWSA's onsite crushed rock.
- Garney will install trenching and piping for the communications line, PRMRWSA is responsible for installation and termination of the line to the new trailer.
- This pricing shall remain valid for 30 days.

Schedule:

Garney's schedule is contingent upon purchasing and procurement of the construction trailer that is estimated to be onsite be ready by late November.

The scope of work is only as specifically included in the proposal. Garney reserves the right to resubmit pricing if the scope is modified, or if acceptance of the proposal is delayed. Garney's responsibilities are limited to construction only. Owner/Engineer shall independently verify the design intent and suitability.

If you have any questions or require further information, please contact me at your earliest convenience. We look forward to being of service to you on this project.

Sincerely,
GARNEY COMPANIES, INC.

Tyler Bolton
Project Manager

CONTRACT TITLE: Peace River Manasota Regional Water Supply Authority

DESCRIPTION: Construction Trailer

Garney Contract

PRIME CONTRACTOR'S WORK				Revisions/Comments
1. DIRECT MATERIALS		\$157,516		From Breakdown Sheet Material Total Sales Tax on Materials Only Total Material and Sales Tax Direct Labor Based on Contract Rates Sub Total Labor Equipment From Breakdown Sheet Based on Contract Rates Sub Total Equipment Cost If Major equipment would be needed Large Crane etc. Total Labor and Equipment Line #4 and Line #8
2. SALES TAX ON MATERIALS -- 7.5%	7.50%	\$11,814		
3. SUBTOTAL - PRIME MATERIALS			\$169,329	
4. DIRECT LABOR		\$29,168		
5. SUBTOTAL - PRIME LABOR			\$29,168	
6. EQUIPMENT		\$8,011		
7. SALES TAX ON RENTAL EQUIPMENT --				
8. SUBTOTAL - PRIME EQUIPMENT (Line 6 + Line7)			\$8,011	
9. EQUIPMENT OWNERSHIP & OPERATING EXPENSE			\$0	
10. SUBTOTAL PRIME LABOR AND EQUIPMENT OWNED (Lines 5 + Line 9)			\$37,179	

Prime Remarks:

SUBCONTRACTOR'S WORK				Revisions/Comments
11. SUBTOTAL			\$25,118	Sub-Contract cost from Sub Total on Breakdown Sheet

Sub's Remarks:


SUMMARY				Revisions/Comments
12. PRIME CONTRACTOR'S SUBTOTAL (LINE 3+LINE 10+LINE 11)			\$ 231,626	Total Materials, Labor, Equipment, Subcontractor
13. FEE ON SUBTOTAL = 15.0% OF LINE 12	15.00%	\$ 34,744		Mark-up on Subtotal Line # 12
14. SUBTOTAL (ADD LINES 12, 13)			\$ 266,370	Total Line #12, #13
15.				
16.				
17.			\$ 266,370	Total Cost For Scope of Work

NOTES:

Please see proposal cover sheet and breakdown for additional information.

PRIME CONTRACTOR'S NAME: GARNEY CONSTRUCTION

THE SCOPE OF THIS PROPOSAL IS ONLY AS LISTED HEREIN. ANY ADDITIONAL WORK REQUIRED, SHALL BE SUBJECT TO ADDITIONAL PRICING.

SIGNATURE & TITLE OF PREPARER:  _____
Tyler Bolton - Project Manager

DATE: 11/20/23

GARNEY CONSTRUCTION
BREAKDOWN OF COST

GARNEY JOB NO. 0636
Peace River Mansota Regional Water Supply Authority

DATE: 11/20/23

ITEM No.	ITEMS OF WORK FOR Prime Contractor	QTY	UNIT	MATERIAL		LABOR		R=1	EQUIPMENT			SUB-
				Unit Cost	Total Cost	Unit Cost	Total cost	O=0	Days	Rate	Total	CONTRACT
1	Subcontracts, Materials											
	Electrical - Conduits, Pull wire, Terminate	1.0	LS	\$ -	\$0.00							\$8,100
	Tree Removal & Haul off	1.0	LS	\$ -	\$0.00							\$1,500
	Construction Trailer (24'x60') Purchase (Delivery & Installation Included)	1.0	LS	\$ 155,180.00	\$155,180.00							
	10% Contingency on Purchase of Trailer											\$15,518
	1 1/2" PVC Sch 80 Water Line & 4" PVC Sewer Line	1	LS	\$ 1,023.09	\$1,023.09							
	Haul Truck	16	HR	\$ -	\$0.00				2.0	760.0	\$1,520.00	
2	Contractor - Labor/Crews & Equipment											
	Mobilize, Clear & Grub, Trenching, Rock Install, Backfill & Utility Hookups	96.0	Crew HRS	\$0.00	\$0.00	\$183.00	\$17,568.00					
	Loader Delivery/Pickup	1.0	LS	\$0.00	\$0.00					\$600	\$600.00	
	Loader Rental	1.0	WK	\$0.00	\$0.00					\$1,965	\$1,965.00	
	Skidsteer Delivery/Pickup	1.0	LS	\$0.00	\$0.00					\$300	\$300.00	
	Skidsteer Rental	1.0	WK	\$0.00	\$0.00					\$1,136	\$1,136.00	
	Mini-Excavator Delivery/Pickup	1.0	LS	\$0.00	\$0.00					\$300	\$300.00	
	Mini-Excavator Rental	1.0	WK	\$0.00	\$0.00					\$950	\$950.00	
	Plate Tamper	1.0	DY	\$0.00	\$0.00					\$320	\$320.00	
3	Field Costs											
	a. Mobilize, Set-up Tool Trailer & Demob.	0.0	LS	\$0.00	\$0.00	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
	b. Daily Clean-up & Dumpsters (1 ea)	0.0	LS	\$0.00	\$0.00	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
	c. Safety (3% Labor)	1.0	LS	\$437.52	\$437.52	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
	d. Small Tools & Expendables (Port-o- let, 3% labor)	1.0	LS	\$875.04	\$875.04	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
	e. Project Superintendent	40.0	HR	\$0.00	\$0.00	\$129.00	\$5,160.00	0	0.0	\$0	\$0.00	
	f. Project Vehicles (includes fuel , ins, etc.)	5.00	DY	\$0.00	\$0.00	\$0.00	\$0.00	0	5.0	\$184.00	\$920.00	
	g. Project Manager	40.0	HR	\$0.00	\$0.00	\$161.00	\$6,440.00	0	0.0	\$0	\$0.00	
	h. Field Engineer	0.0	HR	\$0.00	\$0.00	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
	i. Travel lodging expense (hotel rooms, fuel & per diem)	0.0	DY	\$0.00	\$0.00	\$0.00	\$0.00	0	0.0	\$0	\$0.00	
4	Engineering Time / Asbuilts											

PRIME CONTRACTOR - TOTALS

7.5% Sales Tax: \$157,515.65
 Total Materials: \$169,329.32
 \$29,168.00
 \$8,011.00
 \$25,118.00



Sale Quotation and Agreement			
Buyer Name:	Peace River Manasota Regional Water Supply	Quotation Date:	9/22/23
Billing Address:	1700 Swift St Suite 200,	Seller Representative:	Rich Chan
City/State/Zip:	North Kansas City, MO 64116	Email:	rich.chan@mobilemodular.com
Contact Name:	Tyler Bolton Project Manager	Phone:	407.415.2760
Email:	tbolton@garney.com		
Phone:	970.556.8643	Mobile:	970.556.8643
Project Information			
Project Name:		Site Contact:	Tyler Bolton
Site Address:	8998 SW County Road 769,	Phone:	970.556.8643
City/State/Zip:	Arcadia, FL 34269	Email:	tbolton@garney.com
County:		PO Number:	
Equipment and Services			
Equipment Description:	New 24x56'	Serial No (if applicable):	Unit Number (if applicable):
Equipment is	<input type="checkbox"/>	Used	
	<input checked="" type="checkbox"/>	New	
Item Description:	Charge (US \$)		
Building Purchase Price:	\$ 120,000.00		
Delivery:	\$ 6,500.00		
Installation (Block/Level/ Anchors):	\$ 5,100.00		
Stairs:			
ADA New (1) 5'x5' Platform turn to a 36' Straight Ramp + (1) 5'x5' Platform turn to a 4-Step System	\$ 19,680.00		
Skirting Installation/White Vinyl	\$ 3,900.00		
None			
None			
None			
None			
None			
None			
Total Purchase Price before Tax:			\$ 155,180.00
Attachments			
The items marked below are attached hereto and made a part of this Sale Quotation and Agreement.			
<input checked="" type="checkbox"/>	Building Floorplan		
<input type="checkbox"/>	Building Specifications		
<input type="checkbox"/>	Bid Documents		
<input type="checkbox"/>	Other (Specify):		
Clarifications			
<ul style="list-style-type: none"> Quotation is valid for 30 days, provided that Buyer has provided Seller with complete project information, schedule and specifications and other details that may impact scope and pricing prior to issuance of quotation. Buyer's site must be dry, compacted (minimum 2,500 psf), level, with no obstructions above or below grade, and accessible by normal truck delivery. Buyer will be responsible for all charges to dolly, crane, forklift, or otherwise. Unless otherwise specified, quotation excludes delivery, installation, ramps decks, steps/stairs, foundation systems, skirting, permits, temporary power, engineering, fire alarms, low voltage and fire suppression, or utility connections. Installation pricing assumes floor height not to exceed 36" above finish grade. Buyer to provide a suitable staging area for delivery of modular buildings to the project site. Seller's subcontractors will exercise care in the performance of their work. Damage to asphalt, concrete or other site damage occurs due to site conditions at the time of delivery and installation of the modules by truck, all site restoration will be the responsibility of Buyer. Seller shall not be responsible for: (1) relocation of any underground utilities that may interfere with Seller's scope of work; or (2) any environmental and/or subsurface conditions. This quotation is for the scope of work described herein only; any additional work will require a written change order. 			
Additional Information			



- This Sale Quotation and Agreement is subject to the terms and conditions set forth herein.
- Prices quoted exclude all applicable sales and property taxes. Taxes payable by Buyer will be calculated at the applicable rate at the time of invoicing.
- Quotation is subject to equipment availability. Unless otherwise specified, equipment and related furnishings, finishes, accessories, and appliances provided are previously leased and materials, dimensions and specifications vary. Detailed specifications may be available upon request.
- This transaction is subject to Seller’s credit approval requirements. To complete a credit application, please visit <https://vestamodular.com/customer-credit-application/>.
- Down payment due upon execution.
- Unless otherwise specified, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.

This Sale Quotation and Agreement is entered into by and between Seller and Buyer effective as of the date signed by Buyer. This Sale Quotation and Agreement includes the terms and conditions set forth in the following two documents (collectively, the “Agreement”), each of which is incorporated herein by this reference:

1. **Sale Terms and Conditions** attached hereto; and
2. **Supplemental Sale Terms and Conditions** located at (<https://www.mobilemodular.com/contractterms>), as the same may be updated from time to time in the sole and absolute discretion of Seller.

By signing below, Buyer: (1) acknowledges and agrees that it has received, read and understands the terms of this Agreement and agrees to be bound by the terms of this Agreement, including prices and specifications, and (2) instructs Seller to make appropriate arrangements for the preparation and delivery of the Equipment identified herein. This Agreement may be executed in one or more counterparts (including through the use of electronic signatures), each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

No document provided by Buyer, including, without limitation, Seller’s purchase orders, work orders, bills of lading, or forms for receipt or acknowledgment or authorization (“**Buyer Forms**”), nor the terms and conditions associated with such Buyer Forms, shall amend, modify, supplement, waive, or release any term or condition of this Agreement even if such Buyer Forms are signed by an agent or representative of Seller. The terms and conditions of this Agreement shall prevail over any Buyer Forms, and any inconsistent or additional terms and conditions in Buyer Forms shall be deemed void *ab initio* and of no force or effect.

The individuals signing this Agreement affirm that they are duly authorized to execute this Agreement by and on behalf of the parties hereto.

SELLER:

Vesta Housing Solutions, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

BUYER:

Signature: _____

Name: _____

Title: _____

Date: _____



SALE TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Sale Quotation and Agreement hereto (“**Equipment**”) on the terms and conditions set forth herein. Each such Sale Quotation and Agreement (“**Agreement**”), and the sale provisions on the Seller’s website at [www.MobileModular.com/ContractTerms] (the “**Incorporated Provisions**”), to which are incorporated by reference into the Agreement, shall constitute a separate and independent sale (a “**Sale**”) of the Equipment described in such Agreement.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE PRICE.** The aggregate amount of the purchase price, excluding applicable taxes, (the “**Purchase Price**”) is set forth in the Agreement. Unless otherwise specified in writing, Buyer agrees to pay Seller twenty five percent (25%) of the Purchase Price upon execution of the Agreement; sixty five percent (65%) no fewer than two days prior to the scheduled delivery date; and the remaining ten percent (10%) within thirty (30) days of substantial completion (substantial completion does not include punch list items).
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller’s receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Agreement shall be made without any abatement or set off of any kind, arising from any cause.
3. **CANCELLATION.** All sales are final and non-refundable upon delivery of the Equipment to Buyer’s site location. Any requests to cancel or reschedule orders prior to delivery may or may not be accepted in Seller’s sole discretion and must be agreed upon by Seller in writing. Without waiving any of its rights, Seller is entitled to recover its costs incurred and profits lost as a result of Buyer’s cancellation or rescheduling of an order. A cancellation fee may be assessed against Buyer. In no event shall such fee exceed the full value of the Agreement. If Buyer has made down payment(s) to Seller prior to cancellation and the cancellation fee is less than the amount(s) already paid, Seller shall deduct the amount of the cancellation fee from any refund that may be owed to Buyer. If down payment amount(s) already made are less than the cancellation fee, Seller shall apply the full down payment amount(s) to the payment of the cancellation fee and Buyer will pay the remaining cancellation fee balance within ten (10) business days after receiving written notice of the balance due. If no down payment has been made by Buyer at the time of cancellation, Buyer shall pay to Seller the entire cancellation balance within ten (10) business days of receipt of written notice from Seller stating the cancellation fee balance that is due.
4. **DELIVERY AND PLACEMENT OF EQUIPMENT.** Seller agrees to deliver the Equipment to the site location listed on the Agreement (the “**Site**”). Buyer warrants and represents that it has exercised due diligence and care in selecting a suitable site for the Equipment, shall clearly mark the site of placement and shall direct Seller on exact placement and orientation of the Equipment. Upon request from Buyer and for an additional fee, Seller will perform a site visit and make recommendations on placement as it relates to site accessibility and layout. Buyer further warrants that the Site will have (1) safe access free from encumbrances; (2) a level pad, which is hereby defined as having no greater than a 4-inch drop in 40 feet (length) and no greater than a 1-inch drop in 8 feet (width); and (3) adequate soil bearing pressure of not less than 1500 psf, except in the state of Florida, where the minimum soil bearing pressure is 2000 psf. Following delivery, Seller will remove all Seller-owned Equipment such as plywood, tools, etc. prior to or at the time of building acceptance. Buyer is responsible for all necessary permits, utility hookups, and Site preparation.
5. **INSPECTION AND ACCEPTANCE.** Following delivery and setup of the Equipment, Buyer shall inspect the Equipment within forty eight (48) hours of substantial completion and provide immediate written notice to Seller specifying defects, if any, which Buyer observes. If Buyer fails to provide such notice within four (4) days following substantial completion of the project, it shall be conclusively presumed between Buyer and Seller that Buyer has inspected the Equipment and that all Equipment is in conformance with the Agreement and has been accepted by Buyer.
6. **BUYER AGREEMENTS.** Buyer agrees that Seller may insert in the Agreement, the serial number and other identification data relating to the Equipment when ascertained by Seller.
7. **LOSS OR DAMAGE.** All risk of loss or damage to the Equipment shall transfer to Buyer upon delivery of the Equipment to the site location. Buyer agrees to indemnify and hold Seller harmless from any loss resulting from the theft, destruction or damage to the Equipment. The cost of any required repairs shall be borne by Buyer. Any loss of or damage to the Equipment shall not alleviate Buyer’s obligation to pay Seller any remaining balance of the Purchase Price existing at the time of the loss.
8. **INSURANCE.** Upon delivery of the Equipment and until Buyer has paid for the Equipment in full, Buyer shall provide, maintain, and pay all premiums for property insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value and will name Seller as loss payee of the proceeds, unless Buyer has paid Seller the entire purchase price in full prior to the scheduled delivery of the Equipment. This coverage will extend to all property of Seller located at the delivery site during the



installation. Upon receipt of the proceeds of any insurance, Seller will refund to Buyer any amounts in excess of the balance due Seller by the Buyer in fulfilling the obligations specified herein. Notwithstanding the above, Buyer shall also provide, maintain, and pay all premiums for general liability insurance in the amount of \$1,000,000.00 (one million dollars) and name Seller as an additional insured. All insurance shall be with a company having an A.M. Best rating of A- or better, and shall not be subject to cancellation without thirty (30) days prior written notice to Seller. Buyer shall deliver to Seller insurance certificates, or evidence of insurance proving the existence of policies meeting the above requirements, upon execution of the Agreement. Seller may require Buyer's insurance carrier to be licensed to do business in the state where the Equipment is being sold. Buyer's obligation to provide said insurance will cease once Equipment has been paid for in full and pursuant to Section 2.

9. WAIVER AND INDEMNIFICATION.

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Seller shall not be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by Seller's negligence or delay, which may result from or arise in connection with the manufacture, delivery, installation, checkout or use of the Equipment or in connection with the services rendered by Seller hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Agreement, including all damages, liabilities, losses, costs and expenses arising from Seller's negligence. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

10. TERMINATION FOLLOWING BREACH. In the event (a) of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer voluntarily or involuntarily, under the provisions of the Bankruptcy Code of the United States, for the appointment of a receiver or trustee or any assignment for the benefit of creditors of Buyer, or (b) that Buyer fails to make timely payments, or perform any of its other obligations, under the Agreement, and such failure or default is not cured within ten (10) days after written notice of such failure or default is provided by Seller, the Agreement automatically shall be terminated in the case of any event described in clause (a) above and may be terminated by Seller in the case of any event described in clause (b) above and, upon such termination, full payment pursuant to the terms of the Agreement shall become immediately due and payable from Buyer. In the event of any such breach or termination, Seller shall have all rights provided by law and under the terms and conditions of the Agreement, including but not limited to: repossession and disposal of the Equipment (and, if any personal property shall remain located in the Equipment at such time, Buyer consents to Seller's possession and disposal or destruction of such personal property without notice or accounting to Buyer) and recovery of attorney's fees and other reasonable costs and expenses associated with any breach or termination (including any such disposal or destruction), shall be reimbursed by Buyer on demand of Seller.

11. GOVERNING LAW. Buyer and Seller agree that the Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

12. JURISDICTION.

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

(b) If the law of any State other than Maryland shall apply to the Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 9, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

13. SELLER'S EXPENSES. Buyer shall pay Seller all costs and expenses, including reasonable attorneys' fees, incurred by Seller in exercising any of the terms, conditions or provisions of the Agreement.

14. LICENSE AND TRANSFER FEE(S). If so listed on the Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

15. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules,



regulations, and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

16. **FEDERAL CONTRACTOR.** As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

17. **MISCELLANEOUS.**

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty contained in Section 1 of the Incorporated Provisions on the website (including but not limited to the liability of Seller as set forth above) shall not be binding upon Seller unless reduced to writing and approved by an officer of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein. These changes in scope will be deemed approved by Buyer when evidence of work performance is presented by Seller.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (a) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Sale Terms and Conditions, Rev. 05/25/2023

Model Year: 2023

Sq Feet: 1,344.00

Qty	Description	Color/Location
-----	-------------	----------------

SPECIFICATIONS:

****(4) Office 2 RR ****

Quote Expiration:

****Please note that this quote is only valid for 30-days from issuance. Please call or contact a salesperson for an updated quotation if this quotation is later than 30-days(No Exceptions)****

Module Dimensions / Doublewide Base

(2) 11'8" x 56' Modules

Occupancy: Business

State/Code Requirements/Insignias

IBC:FL

150 MPH Wind Speed

Destination:

Arcadia. FL.

1.00 Florida

CHASSIS:

112.00 96" On Center outriggers (UT12)

112.00 Outrigger with 95.5" I-Beam Spacing

"I"-Beam Will Be Sized As Required

FLOOR

Bottom Board Material Has Nylon Impregnation

2" x 8" Floor Joist @ 16" O.C.

2" x 8" Double Perimeter Included Pressure Treated
Pressure Treated

t

Model Year: 2023	Sq Feet: 1,344.00
------------------	-------------------

Qty	Description	Color/Location
-----	-------------	----------------

FLOOR

3/4" Plywood / Advantech Floor Sheathing/Decking

VCT {Vinyl Composite Tile} Installed Per The Print
****Thru-out****

Manufacturer's standard is "Azrock brand VCT. If an alternate brand or a color that differs from manufacturer's standard color selections is chosen, an additional cost will be assessed.

WALL SECTION:

~~100.00~~ Interior Wall Height: 8'0"

1.00 Double Top-Plate On Exterior Walls

160.00 2" x 6" Exterior Wall Height: 8'0"

48.00 2" x 6" End-Wall Construction To The Roof Decking

5/8" VCG {Type "X" Gypsum}

Interior Trim Package: Standard Battens
{UNLESS OTHERWISE NOTED}

360.00 4" VCB (Vinyl Cove Base)
****Thru-out****

INTERIOR DOORS SECTION:

6.00 36" x 80" Painted H.C. 6-Panel Door w/ Steel Jamb
{Includes Timely or Redi-Frames, Lever; Unless Otherwise
Noted, Door Frame Will Be Painted The Standard Finish Color
(Bronze)}

4.00 Passage Locks

2.00 Privacy Locks for Restrooms

ROOF/CEILING SECTION:

1.00 Truss Spacing @ 24" O.C.

(UT12w) Transverse Truss (Engineered Truss)

Model Year: 2023

Sq Feet: 1,344.00

Color/Location

ROOF/CEILING SECTION:

Snow Load Only as Required

Roof Load Only as Required

7/16" x 4 x 8 EPDM underlayment

Roof Covering: 45 mil. Black EPDM (DOUBLE WIDE)

9"peel & stick Black mate-line tape

1/2" Pre-Finished Sea-Spray Ceiling (Doublewide)

- 56.00 4-Layer 24" Ridge-Beam Construction:
 {This Beam Will Be Constructed From 4-Layers Of 3/4"
 Structural Grade Plywood Installed as Required And Fastened
 as Per Approved Fastening Schedule}
- 2.00 Power Gable Vent with Passive Gable Vent
 ****As required****

PLUMBING SECTION:

- 2.00 Restroom Description: Single-Station Handicap RR
- 2.00 Standard Lavatory (Wall Mount Type)
 {Includes A Standard Faucet & Mirror}
- 2.00 Handicap Sink Protection - Sock for P-trap
- 2.00 Water Closet Type: HC Accessible with AL Grab Bars
 {Includes a Standard Toilet Paper Holder; Unless An Upgraded
 Toilet Paper Holder Is Listed}
- 1.00 6 Gallon Water Heater w/Disconnect
- Supply Lines Are CPVC
- Drain/Waste Lines Are PVC
 {Please Note That All Manifolding Is Done On-Site By Others}
- 1.00 Rough-in Plumbing for a Refrigerator Icemaker
 {Unless Otherwise Noted, All Appliances Are by Others}

Model Year: 2023

Sq Feet: 1,344.00

Qty	Description	Color/Location
-----	-------------	----------------

ELECTRICAL SECTION:

2.00	Panel Type: Standard 125 AMP 240V	
20.00	Standard Surface Mounted 232 Fluorescent Lights {This Is Standard Diffused Fluorescent Light Fixture With Wrap Around Prismatic Type Lens, Electronic Ballast & T-8 Bulbs}	
2.00	Standard 60 Watt Porch Light With Photo-Cell	
6.00	OCCUPANCY SENSOR	
2.00	Combo Dual Head Emergency Light / Exit Sign {QUANTITY SHOWN IS BUDGETED, ACTUAL QUANTITY WILL BE AS REQUIRED AFTER REVIEW AND PER THE FINAL APPROVED CUSTOMER DRAWING}	
2.00	Double Exterior Emergency Light Remote Heads {Exterior Type To Match Porch Lights}	
10.00	2" x 4" Junction Box With 1/2" Conduit (Standard) {These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Others}	
	110 Volt Receptacles @ Approximately 12' O.C. {Standard}	
	Receptacles / Switches / Covers are White	
2.00	Exterior Use GFI With Weather-Proof Cover {In Use Type}	
	Standard Race-Way: 12-2 Romex Wiring	

HVAC SECTION

2.00	3 Ton Wall Mounted Unit With 10kw Heat Strip	
104.00	Linear Feet of Fiberglass Supply Duct with Grilles {Oversized as Needed}	
92.00	Linear Feet of Fiberglass Return Duct with Grilles	
24.00	Plenum / Chase Wall Per The Print	
2.00	Digital Thermostat	

Model Year: 2023

Sq Feet: 1,344.00

Qty	Description	Color/Location
-----	-------------	----------------

CABINETS & FURNISHINGS

- | | | |
|------|---|--|
| 6.00 | Linear Foot Of "Oak" Base Cabinets
LWES | |
| 6.00 | Linear Foot Of "Oak" Overhead Cabinets
{Includes Center Shelf}****LWES**** | |
| 1.00 | Bar Sink With Gooseneck faucet
****Delta**** | |

EXTERIOR SECTION:

Smart Panel Siding (Double Wide)

- | | | |
|--------|--|--|
| 160.00 | Smart Panel Siding Mansard
****False Mansard**** | |
| | Sheathing Installed As Per Applicable Requirements | |
| | Standard House Wrap Installed 100%
{All wrap installed right side up & in a shingled fashion} | |
| 1.00 | Special Item:
10" Metal Corner under Finished siding | |

WINDOWS SECTION:

- | | | |
|------|--|--|
| 6.00 | Vinyl Mini-Blinds
{Standard Colors Only} | |
| 6.00 | 24x54 VS Bronze Metal Frame & Low E Ins Glass
****NOT IMPACT RATED****
Vertical Sliding Tinted Insulated | |

EXTERIOR DOORS:

- | | | |
|------|---|--|
| 2.00 | 36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB
****NOT IMPACT RATED**** | |
| 2.00 | Standard Lever | |
| 2.00 | Standard Closure | |

INSULATION SECTION:

- | | | |
|---------|---|--|
| 1280.00 | Exterior Wall Includes R -19
(Requires 2" x 6" minimum exterior walls) | |
| 1344.00 | Floor Includes R-30 | |
| 1344.00 | Roof Includes R-60 | |

Model Year: 2023

Sq Feet: 1,344.00

Qty	Description	Color/Location
-----	-------------	----------------

INSULATION SECTION:

800.00 R-11 Sound Reduction Batts In All Interior Walls

September 25, 2023



Tyler Bolton
Garney Construction Company

Re: Peace River Construction Trailer
Electrical Work Clarifications

Tyler,
Cogburn Bros., Inc. is pleased to provide you with pricing for electrical work on the above-referenced project. Listed below is our scope of work and comments and clarifications.

Work Items furnished and installed by Cogburn:

1. Two 1-1/2" conduits and wire from existing power panel to two construction trailer power panels.
2. Hand excavation and backfill.
3. Terminations.
4. One 1-1/2" conduit for fiber.
5. Permit
6. **If a bond is required add 1% to the total price.**

Work Items furnished by others:

1. Two existing breakers sufficient to feed two trailer power panels.

Work Items Furnished and Installed by Others

1. Fiber Optic Cable and terminations.

Pricing:

Electrical Lump Sum Price. \$ 8,100.00

Sincerely,

Raymond Smith
Cogburn Bros., Inc.

3300 Faye Road, Jacksonville, FL 32236
Phone 904-358-7344 Fax 904-358-2805
EC-0000426



ESTIMATE

EST-000688

Estimate Date: Sep 13, 2023

Expiry Date: Oct 11, 2023

FROM:

Veteran Tree Experts

License: L21000175191

EIN # 455085510

8144 36TH ST E

Sarasota, FL, 34243

Email: Office@941ArmyMan.com

Phone: (941) 276-9626

TO:

Tyler Bolton

8998 County Road 769

Arcadia, FL, 34269

Phone: (970) 556-8643

JOB LOCATION:

Tyler Bolton

8998 County Road 769

Arcadia, FL, 34269

Phone: (970) 556-8643

JOB:

#	Services	Qty	Price	Tax (%)	Total
1	Remove tree roughly 30ft	1.00	\$1,500.00	No Tax	\$1,500.00
				Subtotal	\$1,500.00
				Grand Total (\$)	\$1,500.00

Accepted payment methods

Credit Card, Check, Cash, Cash App

Message

If you have ANY questions or concerns please call or text us at 941-276-9626. Thank you so much for your Business.

Terms

All brush, palm fronds, wood & debris removal is included in quote unless noted otherwise. We are not responsible for any damage to improperly buried/unmarked underground wires, septic systems, irrigation, sprinkler systems or plumbing that we are not made aware of at the time of the estimate. It is the customers responsibility to let us know if there is anything underground we need to avoid. Payment in full is due immediately upon completion of job. After 30 days A late fee may be applied. We accept Cash, Check, Credit, Debit, Ca\$h app, Venmo, and Paypal. Paypal and Cards are subject to 7% Transaction Fee



PVF Industrial, Inc.

**425 Hobbs Street
Tampa, FL 33619**

Quote

Date	Quote #
9/19/2023	58040

Name / Address
Garney Construction 370 East Crown Point Rd Winter Garden, FL 34787

Ship To
Garney Construction 370 East Crown Point Rd Winter Garden, FL 34787

Item	Description	Qty	U/M	Rep	IB
				Cost	Total
	Peace River Construction Trailer				
TBH1150ASTE...	1 1/2" PVC EPDM SOC/TH BALL VALVE	3		65.25	195.75
P80P0150B	1-1/2" PVC 80 Bell End Pipe X 20ft	100	ft	1.33	133.00
875-015	Spears 1.5" PVC 80 SOC WYE	1	ea	10.94	10.94
806015	1 1/2" PVC Sch80 Slip x Slip 90° Elbow	1	ea	3.02	3.02
829015	1 1/2" Sch80 Slip x Slip Coupling	4	ea	4.24	16.96
EZ-21605	#216 Super Duty Heavy Body, Grey (Gallon)	1	ea	42.03	42.03
EZ-21205	#212 Primer, Purple (Gallon)	1	ea	34.44	34.44
*	119TBC 12" X 20" X 6" TAPERED BOXW/ CVR	2	ea	77.85	155.70
4" SDR 35 SE...	4" SDR 35 Gasketed Sewer Pipe x 14' **Pipe Sold Per Stick**	112	ft	3.24	362.88
SDR3590-040	4" SDR 35 90	1	ea	5.93	5.93

QUOTES ARE VALID FOR 30 DAYS FROM DATE ISSUED

Subtotal	\$960.65
Sales Tax (6.5%)	\$62.44
Total	\$1,023.09

Phone #	Fax #	E-mail	Web Site
813.448.7525	813.448.7909	Tampa@pvfindustrial.com	www.PVFindustrial.com



BRANCH 08F
 109 BLUEGRASS CT
 NOKOMIS FL 34275-3653
 941-926-7368
 941-926-9837 FAX

224604435

Job Site

PEACE RIVER CONTINUING SERVICE
 8998 SW COUNTY ROAD 769
 ARCADIA FL 34269-8197

Office: 407-877-5903 Cell: 407-385-2047

Customer # : 3095377
 Quote Date : 09/13/23
 Estimated Out : 10/09/23 09:00 AM
 Estimated In : 10/16/23 09:00 AM
 UR Job Loc : 8998 SW COUNTY ROAD
 UR Job # : 232
 Customer Job ID:
 P.O. # : TBD
 Requested By : TYLER BOLTON
 Written By : DARYLE ACREE
 Salesperson : MATTHEW FISHER

GARNEY CONSTRUCTION FL
 1333 NW VIVION RD
 KANSAS CITY MO 64118-4554

6% Increase in 2024

**This is not an invoice
 Please do not pay from this document**

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	Month	Estimated Amt.
1	9070075	MINI EXCAVATOR 7400-9199#		335.00	896.00	1,820.00	896.00
1	9030580	SKID STEER TRACK LOADER 2000-2399#		406.00	1,072.00	2,565.00	1,072.00
1	9042030	LOADER WHEEL 3.0-3.4 CUBIC YARD		673.00	1,854.00	4,590.00	1,854.00
						Rental Subtotal:	3,822.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	DELIVERY CHARGE		300.000		EACH		300.00
1	PICKUP CHARGE		300.000		EACH		300.00
						Sales/Misc Subtotal:	600.00
						Agreement Subtotal:	4,422.00
						Tax:	286.65
						Estimated Total:	4,708.65

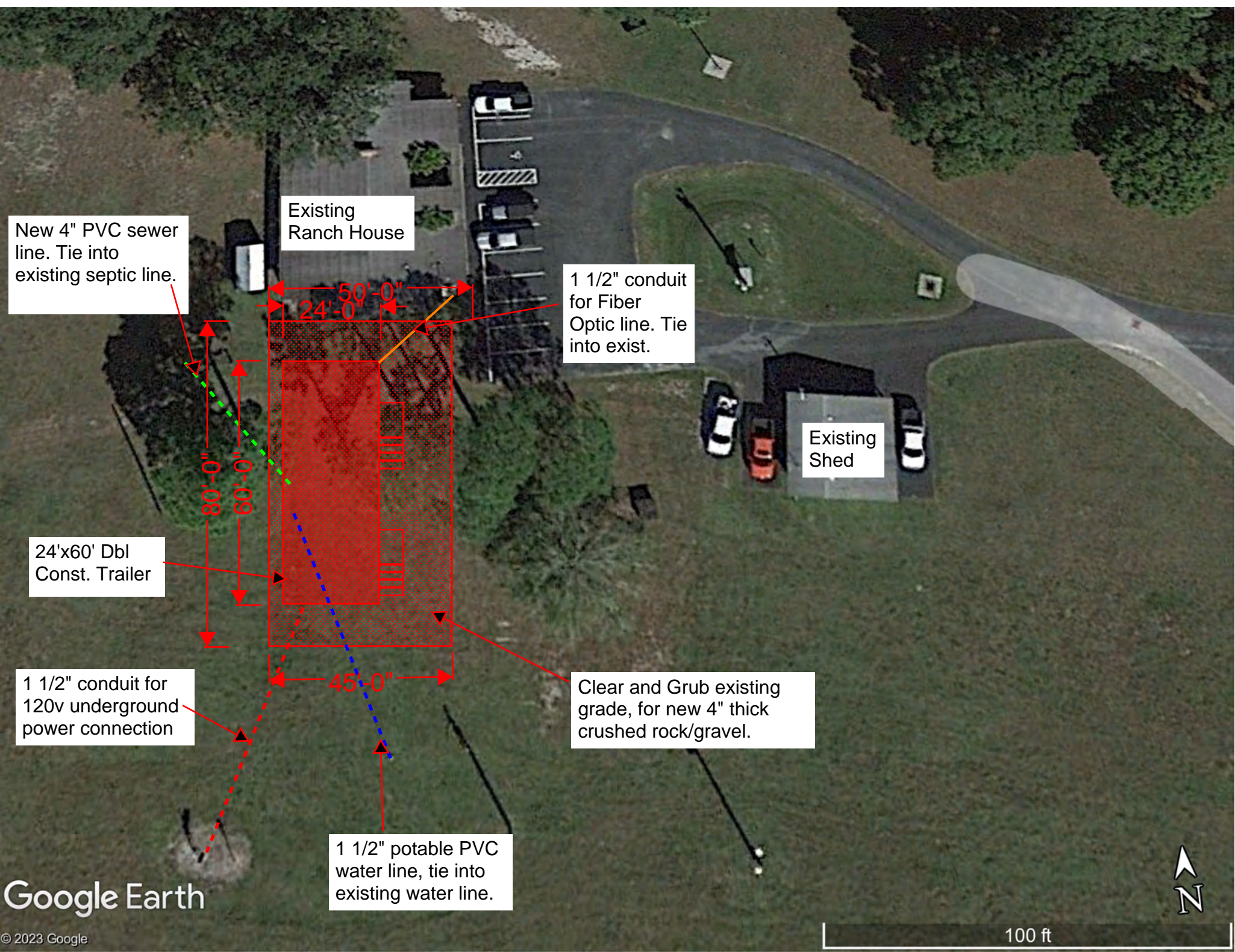
COMMENTS/NOTES:

CONTACT: TYLER BOLTON
 CELL#: 970-556-8643

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

TAB B
Site Layout



Peace River Temporary Construction Trailer Site Plan

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 8

Work Order for Site Remediation on RV Griffin Reserve

Recommended Action -

Motion to authorize the Executive Director to negotiate a Work Order with Brown and Caldwell to turnkey, oversee and ensure proper remediation activities by a qualified remediation contractor related to a Cattle Dipping Vat site on the RV Griffin for an amount not to exceed \$500,000.

The proposed location of the PR3 Project will encroach on properties containing a former cattle dipping vat (CDV) site located on the R.V. Griffin Reserve. Cattle dip vats were historically used by ranchers to eradicate fever ticks on cattle through use of an arsenic and pesticide solution in a below-grade concrete structure that cattle were walked through. The residues from this decades-long operation resulted in impacted soils at the CDV itself and immediately surrounding area. An initial environmental assessment was conducted in 1992 as part of a consent agreement issued by Florida Department of Environmental Protection (FDEP) and a former landowner (Atlantic Gulf Communities). The Authority and Brown and Caldwell (Authority's Owner's Agent) have completed additional verification field investigations to further characterize environmental conditions at and immediately adjacent to the CDV. Results of these investigations were detailed in an Interim Source Removal (ISR) Proposal documenting the proposed source removal activities to address the observed arsenic and pesticide concentrations at the CDV and surrounding soils. The ISR proposal was approved by the FDEP on August 24, 2023. Upon completion of site remediation efforts, the ISR approved by the FDEP requires a full year of groundwater quality sampling to confirm remediation effectiveness.

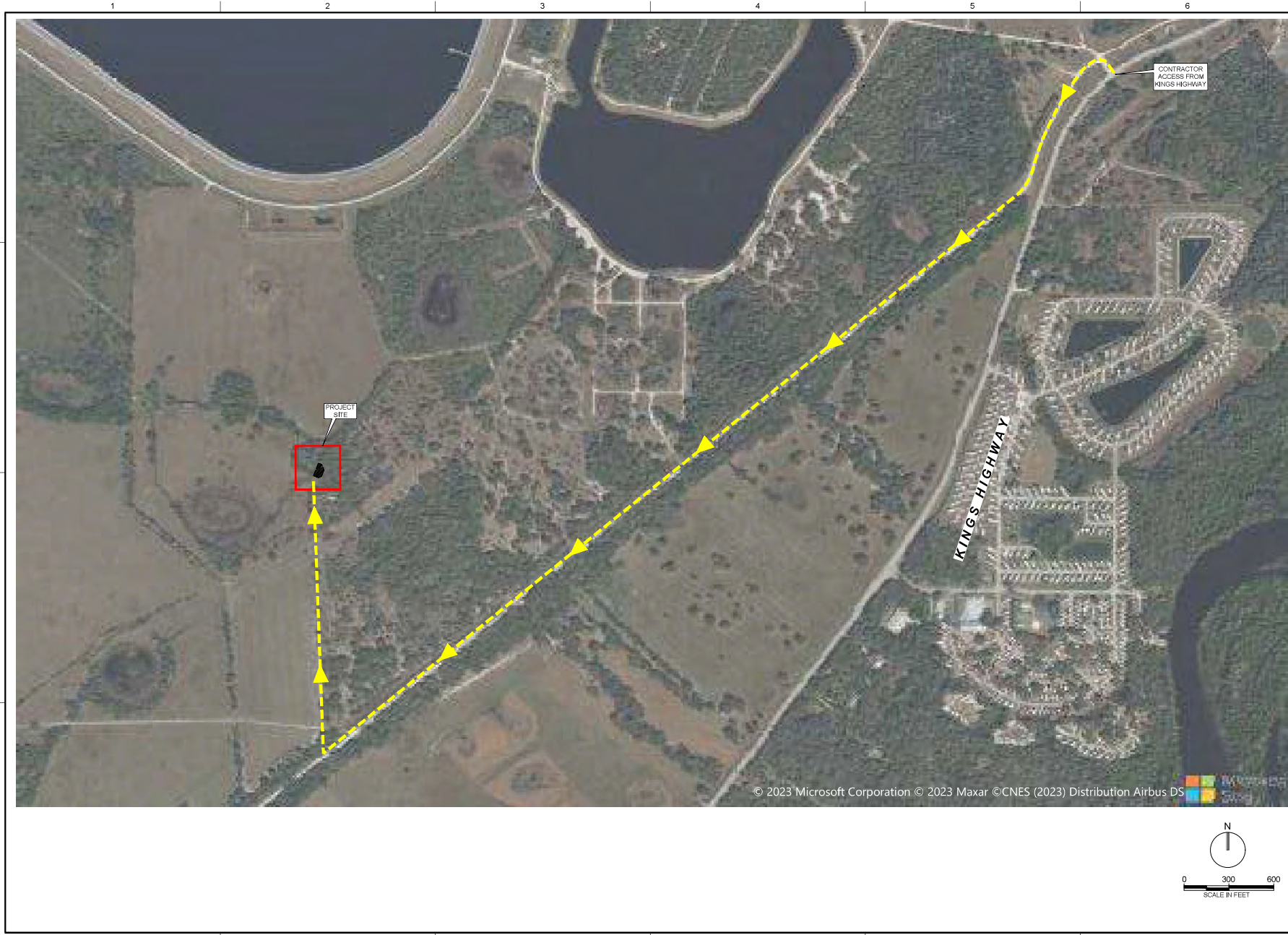
The current schedule for the PR3 Project anticipates initiation of construction in early 2025. To accommodate the PR3 Project schedule and ISR requirements, staff recommend that site remediation efforts be initiated in January 2024, which will require issuance of a Work Order in December 2023. Brown and Caldwell have sought bid proposals for conducting site remediation activities from four qualified contractors and are also working with the Authority to finalize a Work Order for their oversight of the remediation effort. However, additional time is needed to consider the remediation bid proposals and finalize the Work Order for site remediation and post remediation monitoring required by FDEP. Staff recommends the Board authorize the Executive Director to negotiate a Work Order with Brown and Caldwell to oversee and ensure proper remediation activities by a qualified remediation contractor for an amount not to exceed \$500,000 which includes contractor costs.

Budget Action: No action needed.

Attachments:

Location Map

Path: C:\BCP\WG04\1709 - FILENAME: G-002.DWG PLOT DATE: 10/20/2023 10:45 AM CAD USER: ALAN SANTIAGO



Brown AND Caldwell
 BROWN AND CALDWELL
 6151 LAKE OSPREY DRIVE, 3RD FLOOR
 SARASOTA, FLORIDA 34240

ISSUED FOR BID

Peace River Manasota
 Regional Water Supply Authority
 8998 COUNTY ROAD 769
 ARCADIA, FLORIDA

PR3 CATTLE DIP VAT REMEDIAL IMPLEMENTATION

REVISIONS

REV	DATE	DESCRIPTION
0	10/20/23	ISSUED FOR BID

LINE IS 2 INCHES AT FULL SIZE

DESIGNED: J. SPADT
 DRAWN: A. SANTIAGO
 CHECKED: M. MINER
 CHECKED: A. WIENSTEIN
 APPROVED: M. CONDRIAN
 FILENAME: G-002.DWG
 BC PROJECT NUMBER: 100358
 CLIENT PROJECT NUMBER: 27212
 PURCHASE ORDER: 27212

GENERAL
SITE LOCATION AND ACCESS

DRAWING NUMBER
G-002
 SHEET NUMBER
 3 OF 6

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 9

Reservoir No. 2 Trash Rack and Staff Gauge Refurbishment

Recommended Action -

Motion to approve and authorize the Executive Director to execute a work order for Kiewit Water Facilities Florida Co., under their Continuing Service Contract in the amount of \$207,189 for repairs to the inlet and outfall structures, and installation new Staff Gauges on Reservoir No. 2.

As part of the Authority's maintenance and inspection program for Reservoir No. 2, Stantec Consulting Services Inc. was contracted to complete an inspection of the existing inlet and outfall structures. Stantec issued "Review of Reservoir No. 2 Diver Inspection report by UESI" that recommends repairs to the existing Inlet and Outfall trash racks and repairs to the Outfall Slide Gates. The Authority also requested to have (2) in-reservoir staff gauges replaced.

Pursuant to the findings in the Stantec report of repairs, Staff recommendation is for Kiewit Water Facilities Florida Co. to furnish the parts and complete repairs under their continuing services contract in the amount of \$207,189. The repairs will include fabrication and installation of (6) new Trash Racks and provide (1) Spare Trash Rack to the Authority. There are four (4) trash racks at the inlet structure and two (2) trash racks at the outlet structure. All trash racks are 6.75 ft. wide by 7 ft. high. Kiewit will also adjust and repair the outfall slide gates and provide and install (2) in reservoir staff gauges.

Funds for this item are available in the Authority's 2024 R&R budget.

Budget Action: No action needed

Attachments:

Scope and Fee Proposal

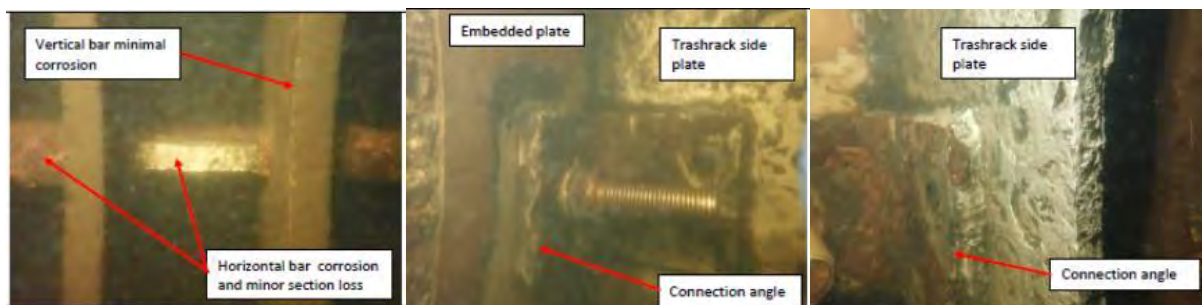
WO-04 – Revised Scope Proposal: Reservoir 2 Trash Rack & Staff Gauge Refurbishment

PREPARED FOR: Scott Cunningham, Construction Manager
 PREPARED BY: Seth Reed
 DATE: September 11th, 2023
 FACILITY: Reservoir 2

1.0 Project Driver

The Peace River Manasota Regional Water Supply Authority has identified a need to replace six Trash Racks located at the Inlet and Outfall Structures within Reservoir #2. These are (6) 6.75'x7' trash racks that exhibit material degradation in the form of rust and pitting, as noted within Stantec's "Review of Reservoir #2 Diver Inspection Report by UESI" dated March 28, 2022. The Authority has requested, per recommendations from Stantec, field verification of degradation and staged refurbishment of 5 trash racks and 1 new replacement trash rack. Through Value Engineering three repair options were reviewed by the Authority and (VE Option) Option 3 was selected:

Option 3 - (6) New 304 SST Trash Racks & (1) New 304 SST Spare Trash Rack



2.0 Background

Stantec Consulting Services Inc. was contracted by the Peace River Manasota Regional Water Supply Authority to complete an inspection of the structural components of Reservoir #2. On February 18, 2020, Stantec issued "Review of Reservoir #2 Diver Inspection report by UESI" that recommends structural and coating repairs to the existing Inlet and Outfall trash racks, structural repairs to the Outfall Slide Gates, and Coating repairs to the Outfall 36" and 66" carbon steel pipe. As a result of the findings of this report the Authority has issued a Request for Quote grouping each report finding into 3 separate Tasks, with an additional task to perform project management services for the detailed Tasks. An additional Task of replacing the Reservoir's (2) Staff Gauges was also requested by the Authority during the VE process.

3.0 Objectives

The objective of this work order is to complete the following Tasks:

Task 1 – Project Management – Prepare project scope and fee for Construction and Project Management services. Coordinate project activities and functions for duration of the assignment.

Task 2 – Replace (6) Trash Racks and Provide (1) Spare Trash Rack – These are four (4) trash racks at the Inlet Structure and the two (2) trash racks at the Outlet / Spillway Structure, which cover 6' by 6' openings, and will be of the same size (6.75' W by 7' H) and design. The spare trash rack will also be of the same size and design, utilizing uncoated 304 SST. The 17' W by 11' H trash rack at the Outlet / Spillway Structure is not included in the scope of this task.

Task 3 – Procurement & Installation of (2) Staff Gauges within Reservoir #2.

Task 4 – Prepare a Project Summary Report

4.0 Scope of Work

The scope of work outlined is outlined below:

Task 1: Project Management

- Prepare & Submit material product information
- Schedule & Manage Field Service Representatives from:
 - B&Z Construction - Construction Dive Services
 - C.D. Lusby, LLC – Alligator Control/Trapping Services
- Procure trash racks and staff gauge material
 - Superior Fabrication - Trash Rack Fabrication
 - Premier Staff Gauge Specialties
- Record pre-existing conditions within trash racks.
- Prepare summary report to be submitted upon Task completion.

Task 2: New Trash Rack Fabricate & Install

During the creation of this estimate it was discovered that the Stantec recommendation to refurbish 5 Trash Rack & provide 1 new Trash Rack would be the least cost-effective solution for this task. Through communication with the Authority Staff, that method of rehabilitation has been eliminated and replaced by procurement of (6) New 304SS Trash Racks and (1) New 304SS Spare Trash Rack.

(VE Option 3) – (6) New Trash Racks made of 304 SST, with no coatings applied (1) New Spare Trash Rack made of 304 SST, with no coating applied

- Fabricate (6) new 304 SST Trash Racks utilizing MWH's S5.1 Drawing, provided by the Authority.
 - Fabricator to deliver to Reservoir #2 prior to Dive Team mobilization.
 - Kiewit will maintain Quality Control through a visit to the fabricator's shop Punta Gorda. The Authority is welcome and encouraged to join Kiewit on these visits to the fabricator facilities.
 - B&Z Construction's dive team will record the as-built conditions of the existing gates, remove the existing trash racks, install new trash racks, and record the as-built of the new trash rack installations. Trash Rack removal and installation will be sequential, remove one and install the new rack before

moving on to the next rack. B&Z will utilize float bags to remove and stage the trash racks at Reservoir #2's Southeast ramp for telehandler removal. (6) trash racks will be trucked to the local recycle facility and the scrap dollar value will be credited back to the Authority during contract closeout.

Task 3: Installation of (2) New Staff Gauges

- Procurement of the new Staff Gauges and new hardware will be through Premier Staff Gauges Specialties.
- B&Z Construction will install (2) Staff Gauges at Reservoir #2 on the existing embedded pole & the side of the existing Outlet Structure concrete.

Task 4: Summary Report

- A Summary Report will be submitted to the Authority within 30 days of construction substantial completion, achieved by the completion of Tasks 2 & 3.
- The Summary Report will include pre & post construction video provided by B&Z Construction, along with a summary write up of the trash rack replacement process. No spare parts, training, or O&M's manuals will be provided for this scope of work. A (1) year warranty from the date of substantial completion will be provided with the Summary Report.

5.0 Preliminary Schedule

The following is a summary of the preliminary schedule for this on-call services project:

Task #	Description	Duration
1	Trash Rack Fabrication	30 Days
2	Trash Rack Removal/Installation	6 Days
3	Staff Gauge Procurement	20 Days
4	Staff Gauge Installation	1 Day
5	Summary Report	1 Month After Final Invoice

* Additional days required for the trash rack removal/installation or staff gauge installation will be billed at \$8,000 per day.

6.0 Attachments

- Estimate of Costs
- Project Schedule
- B&Z Construction's quote
- Superior Fabrication's quotes
- C.D. Lusby, LLC (verbal quote provided, cost is \$600 p/d)

Schedule - Peace River Manasota WO-004

Option 3 - (6) New 304 SST Trash Racks + (1) Spare Trash Rack		Schedule - Peace River Manasota WO-004																														
		Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	S	Su	M	T	W	Th	F	
Activity	Duration	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Day 15	Day 16	Day 17	Day 18	Day 19	Day 20	Day 21	Day 22	Day 23	Day 24	Day 25	Day 26	Day 27	Day 28	Day 29	Day 30	
Task 3 - Trash Racks																																
Fabrication																																
Fabricate (6) New Trash Racks & (1) Spare Trash Rack	35																															
Receive Trash Racks at Site	1	X																														
Install Trash Racks																																
Mobilize Diver Team & Equipment	1	X	X																													
Inlet Trash Racks																																
Remove Existing Inlet Trash Rack # Inlet-1	1					X																										
Ship Trash Rack Inlet-1 out for refurbishment	1					X																										
Install New Trash Rack #Inlet-1	1					X																										
Remove Existing Inlet Trash Rack # Inlet-2	1						X																									
Install New Trash Rack #Inlet-2	1						X																									
Remove Existing Inlet Trash Rack # Inlet-3	1							X																								
Install New Trash Rack #Inlet-3	1							X																								
Remove Existing Inlet Trash Rack # Inlet-4	1								X																							
Install New Trash Rack #Inlet-4	1								X																							
Outfall Trash Racks																																
Remove Existing Inlet Trash Rack # Inlet-5 (North Side)	1									X																						
Install New Trash Rack # Inlet-5	1									X																						
Remove Existing Inlet Trash Rack #6 (South Side)	1											X																				
Install New Trash Rack # Inlet-6	1											X																				
<i>Notify Owner Task 3 Complete</i>	1												X																			
Task 5 - Staff Gauge Replacement																																
Fabrication																																
Fabricate New Staff Gauges	22																															
Ship New Staff Gauges to Site	11	X																														
Install Staff Gauge																																
Remove Existing Staff Gauge at Spillway	1													X																		
Install New Staff Gauge at Spillway	1													X																		
Remove Existing Staff Gauge at Far Boat Ramp	1													X																		
Install New Staff Gauge at Far Boat Ramp	1													X																		
<i>Notify Owner Task 5 Complete</i>	1												X																			
Project Closeout																																
Demobilize all equipment, materials, and gear.	10														X	X	X															
Submit Final Closeout Report	31																							X			X	X	X	X	X	

SUPERIOR FABRICATION, INC.
 5524 Independence Ct.
 Punta Gorda, FL 33982 US
 (941) 639-2966
 SUPERIORFW@GMAIL.COM
 www.superiorfabricationwelding.co
 m

Estimate 1088



ADDRESS

Kiewit Corporation
 1044-103686
 Kiewit Infrastructure South Co.
 PO Box 452500
 Omaha, NE 68145-2500

DATE 09/08/2023	TOTAL \$11,688.80
---------------------------	-----------------------------

DESCRIPTION	QTY	RATE	AMOUNT
fabrication of trash racks; 304 stainless steel	1	10,980.00	10,980.00

We look forward to working with you! Please find your estimate details here. Please note a 50% deposit is required to begin production. Feel free to contact us if you have any questions.

SUBTOTAL	10,980.00
TAX	708.80

Have a great day!
 SUPERIOR FABRICATION, INC.

TOTAL	\$11,688.80
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THANK YOU.

Accepted By

Accepted Date

Due to the custom nature of our services, we are unable to offer refunds. Should you be dissatisfied with a product, we will be more than happy to work with you to make it right. Please note that by accepting this invoice, you are acknowledging that Superior Fabrication, Inc. will not be held liable for any accidents or damages related to the modification of OEM or factory parts.

Seth.Reed

Subject: FW: [EXTERNAL] Estimate 1088 from SUPERIOR FABRICATION, INC.

From: Superior Fabrication <superiorfw@gmail.com>
Sent: Wednesday, September 13, 2023 10:49 AM
To: Seth.Reed <Seth.Reed@kiewit.com>
Subject: Re: [EXTERNAL] Estimate 1088 from SUPERIOR FABRICATION, INC.

This Message Is From an External Sender

Exercise caution regarding links and attachments. If you believe this email to be unsafe, use the Report Phish button in Outlook.

Report Suspicious

Hi Seth, ss material pricing is good for 1 week. Figure at the most a 10-15% by then. Thank you

Sincerely,

Superior Fabrication, Inc.
5524 Independence Ct.
Punta Gorda, FL 33982
941-639-2966

On Fri, Sep 8, 2023 at 2:12 PM Seth.Reed <Seth.Reed@kiewit.com> wrote:

I received the quote, thanks. The order will be for (7) racks all together when we get the go ahead, hopefully in mid-October.

Is this quote is valid for 30 days? If not, what kind of escalation do you think we'll see in 1-2 months?

Thanks,

Seth Reed

Kiewit

720-355-1666



Special Quote:

B & Z Contact: Zach Gauldin
 Address: 4609 E Boonville New Harmony Rd
 City, State, Zip: Evansville, IN 47725
 Phone: 336-706-4919
 Email: zgauldin@bzconstruction.net

Project Name: Trash Rack Removal & Installation
 Issued By: Zach Gauldin
 For: Kiewit
 Issued Date: 9/5/2023

	Product Name	Per Day	Total
	Per Mobilization		\$1,500
	3 Man Commercial Dive Team	\$3,750	
	Underwater Video & Photos	\$250	
	Boat/Dive Platform	\$350	
	4,000LB Liftbag	\$75	
	Dive Plan/AHA		\$1,500
	Telehandler Mobilization		\$1,000
	Telehandler Demobilization		\$1,000
	Telehandler	\$400	

Quote is good for 30 days from date of quote.

Conditions:

- Contractor to supply a subcontract with terms acceptable to B&Z.
- B&Z to supply a 3 man commercial dive team, 1 shallow water dive package, boat/dive platform, (1) 4000lb lift bag w/rigging, and small hand tools.
- Price excludes a hyperbaric chamber. All diving will be on a No D table
- Rate is based on a 8 hour work day Monday to Friday. Any time over 8 hours and all Saturday and Sunday work will be charged at \$650 per hour.
- Consumables to be charged at cost plus 10%.
- Telehandler rate include machine, operator, and fuel.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

CONSENT AGENDA
ITEM 10

Update on Hurricane Ian Repairs, Costs & Cost Recovery Efforts

Recommended Action -

Status Report. This item is presented for the Board’s information and no action is required.

On September 28, 2022, Hurricane Ian made landfall near Cayo Costa as a strong Category 4 hurricane with sustained winds of 150 mph. Hurricane Ian’s path proceeded directly over the Peace River Facility (PRF), with the facility experiencing an extended period of hurricane force winds and rainfall totaling 15.7” within just 48-hours (about 30% of average annual rainfall). While the Authority’s regional supply and transmission facilities continued to operate and deliver water throughout Hurricane Ian, some of these facilities did sustain damage. The attached memo provides a status update regarding the repairs to the facilities as well as insurance and FEMA claims as summarized below.

Damages	Billed Costs	Unbilled Costs/Open PO's	Total Potential Cost
Debris Cleanup	\$ 54,190.00		\$ 54,190.00
General Damages	\$ 235,763.29	\$ 15,997.44	\$ 251,760.73
Intake Dredging	\$ 227,400.00		\$ 227,400.00
Protective Measures	\$ 109,973.96		\$ 109,973.96
Reservoir 1	\$ 310,085.00		\$ 310,085.00
Reservoir 2	\$ 1,158,782.72		\$ 1,158,782.72
Roofing	\$ 526,094.95	\$ 127,938.97	\$ 654,033.92
Grand Total	\$ 2,622,289.92	\$ 143,936.41	\$ 2,766,226.33
Insurance Claim Check	\$ (1,007,694.00)		
FEMA Claim Checks	\$ (109,973.96)		
Net Repair Costs	\$ 1,504,621.96	\$ 143,936.41	\$ 1,648,558.37

Budget Action: None.

Attachments:

Memorandum – Hurricane Ian Damages and Claims Status

MEMORANDUM

Project: Hurricane Ian Damages and Claims

Date: December 6, 2023

TO: Mike Coates, Executive Director

Developed By: Ann Lee, MBA, CGFO, Finance & Budget Senior Manager

On September 28, 2022, Hurricane Ian made landfall near Cayo Costa as a strong Category 4 hurricane with sustained winds of 150 mph. Hurricane Ian's path proceeded directly over the Peace River Facility (PRF), with the facility experiencing an extended period of hurricane force winds and rainfall totaling 15.7" within just 48-hours (about 30% of average annual rainfall). While the Authority's regional supply and transmission facilities continued to operate and deliver water throughout Hurricane Ian, some of these facilities did sustain damage. The following is a status update regarding the repairs to the facilities as well as insurance and FEMA claims.

Overall Repair Efforts

In February 2023, staff updated the Board regarding the number and type of repairs underway and pending from Hurricane Ian. In total, the Authority had roughly 110 damage incidents, including structures, roofing, debris, erosion and electrical/control equipment. As of November 6, 2023, there is one major repair effort ongoing – roofing, which is detailed below along with the major completed repair efforts. Total repair costs invoiced through November 6, 2023, are \$2,622,289.92 and there are additional open purchase orders for repairs totaling \$143,936.41, bringing the total potential repair costs to \$2,766,226.33. The majority of the open purchase orders relate to the ongoing roofing repair efforts detailed below as well as two (2) minor outstanding repair efforts that are awaiting parts for completion.

Roof Damage Repair Status

As a result of the high winds of Ian, the Authority sustained damages on the roofs on thirteen (13) buildings, of which seven (7) required total replacement. On April 5, 2023, the Board approved the work orders to Sutter Roofing for \$654,034 for the roof repairs and replacements. As of November 6, 2023, the roofing repairs and replacements have been completed on eight (8) buildings, four (4) additional buildings are at 90% complete and one (1) is at 60% completion. Staff anticipate the roofing repairs and replacements will be completed by the end of the calendar year.

Reservoir No. 2 Soil Cement Repair Status

The extended period of high wave action during Hurricane Ian caused some damage to the interior soil cement flat-plate and stair-steps of Reservoir 2. These soil cement installations serve as erosion control for the interior of the reservoir. Efforts to assess the nature and extent of the damage (both above and below water) were completed in coordination with Underwater Engineering Services, Inc. (UESI) and with Stantec, the Engineer of Record for Reservoir No. 2. UESI performed extensive explorations of damages both above and below the reservoir water line. While the embankment structure was not compromised by

the damage, the design engineer for Reservoir No. 2 (Stantec) recommended expedited repair of the delaminations to avoid further damage that might be associated with 2023 hurricane season storms. On May 4, 2023, in accordance with the Authority's Procurement Policy, Chapter 3.1.6 (Emergency Procurements), the Authority's Executive Director authorized Emergency Procurement of services related to the necessary concrete repairs for Reservoir 2 to Ballard Marine for \$1,434,857.80, which was ratified by the Board on June 7, 2023. As of November 6, 2023, the repairs are complete and the final repair charges from Ballard Marine totaled \$1,053,135.72.

Re-Dredging in Front of the Intake on the Peace River

The historic flooding and flows from Hurricane Ian on the Peace River caused significant sedimentation in front of the intake structure, which was last dredged in 2019. A hydrographic survey was completed by Johnson Engineering, Inc. after the hurricane to document and quantify the extent of the sedimentation since completion of the 2019 dredging. In order to support operation and reliability of the Peace River Facility, the storm related accumulation of sediment (roughly 1,800 cubic yards) needed to be removed. On June 7, 2023, the Board approved a contract with Westra Construction to complete the recommended mechanical dredging for \$189,400. The contractor has completed the dredging and final invoicing was received in August 2023.

Cost Recovery Efforts

The Authority currently has two outstanding claims, one with the property insurance providers, Starr Tech, as well as one with FEMA. Staff have been working closely with insurance adjusters and FEMA staff to ensure all damage has been recorded and that invoices, reports and other required documentation are timely submitted to support reimbursement. As of November 6, 2023, the Authority has received an interim insurance claim payment of \$1,007,694 and expects additional insurance payments of roughly \$500,000. Additional reimbursement payments from the insurance claim will not occur until after the final repairs are completed and inspected by the adjusters.

On the FEMA claim, the list of damages and projects were submitted through the grant portal prior to the May 16, 2023 deadline. Staff have been working closely with the assigned FEMA project manager to ensure the process continues to move smoothly and all documentation and site visits occur on a timely basis. The majority of the FEMA reimbursements will occur after the insurance claim has closed as FEMA will only reimburse a percentage (75%) of amounts eligible and those not previously reimbursed by the insurance claim. It is important to note that debris cleanup (vegetation), erosion, and the intake dredging are not reimbursable by insurance coverage, however, are included and expected to be reimbursed by FEMA, potentially at a higher reimbursement rate. As of November 6, 2023, the Authority has received FEMA reimbursements totaling \$109,973.96, which was for the Authority's two (2) Category B (Emergency Protective Measures) projects a 100% reimbursement rate.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 1

Water Supply Conditions and Year-End Summary for FY 2023

Presenter - Richard Anderson, Deputy Director

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

Water Supply Conditions at the Peace River Facility as of November 15, 2023.

- Water Supply Quantity: Excellent
- Treated Water Quality: Excellent

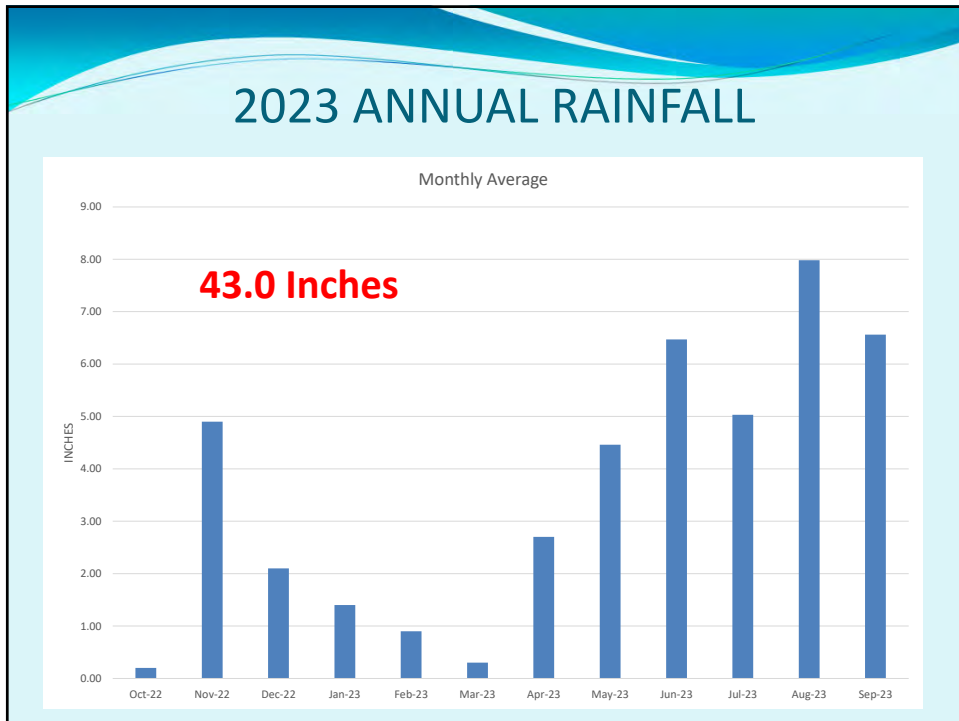
November Water Demand	27.87 MGD
November River Withdrawals	48.90 MGD
<u>Storage Volume:</u>	
Reservoirs	6.66 BG
ASR	<u>8.72 BG</u>
Total	15.38 BG

Attachments:

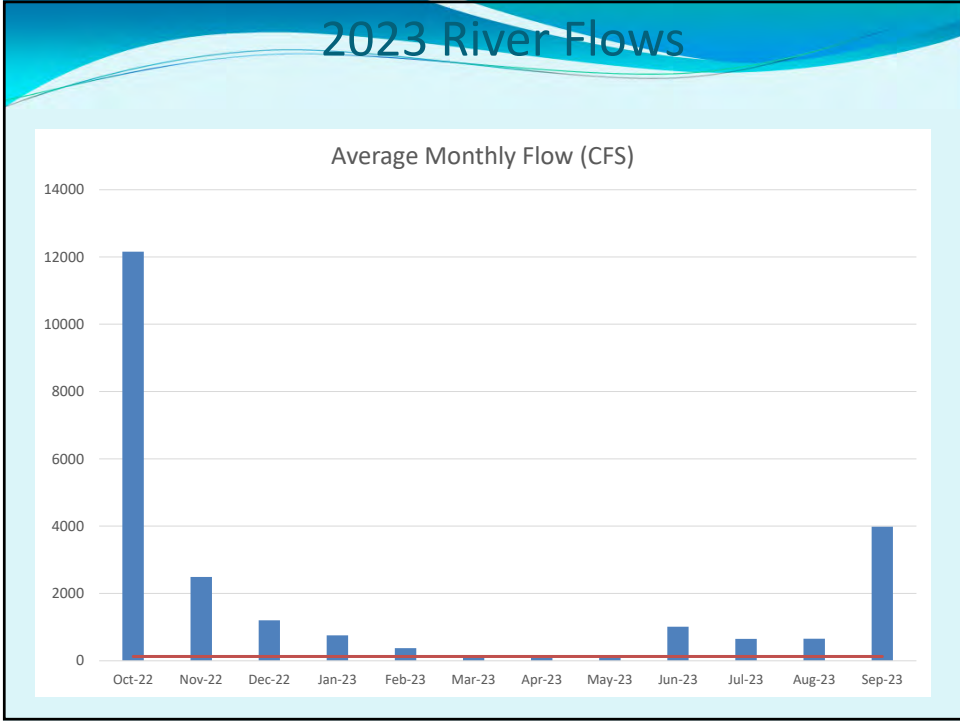
Presentation Materials



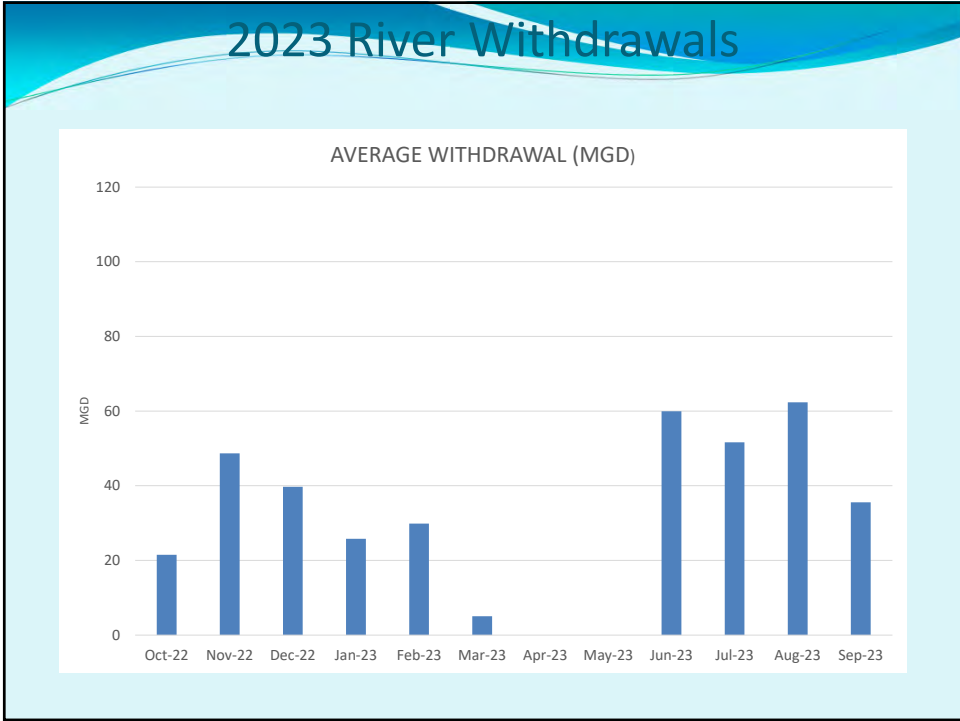
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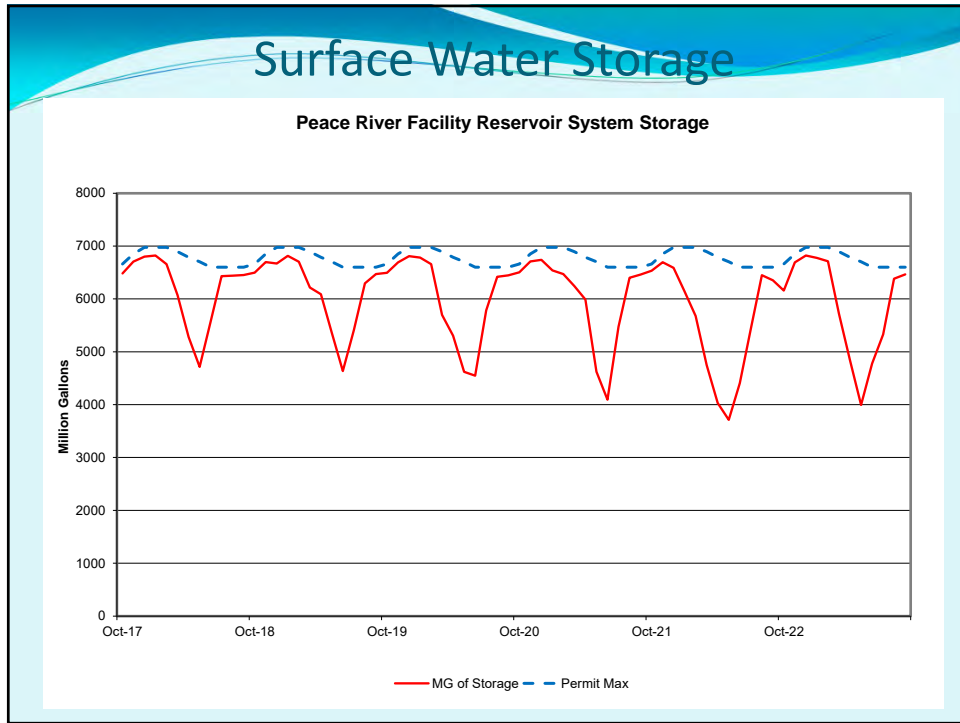
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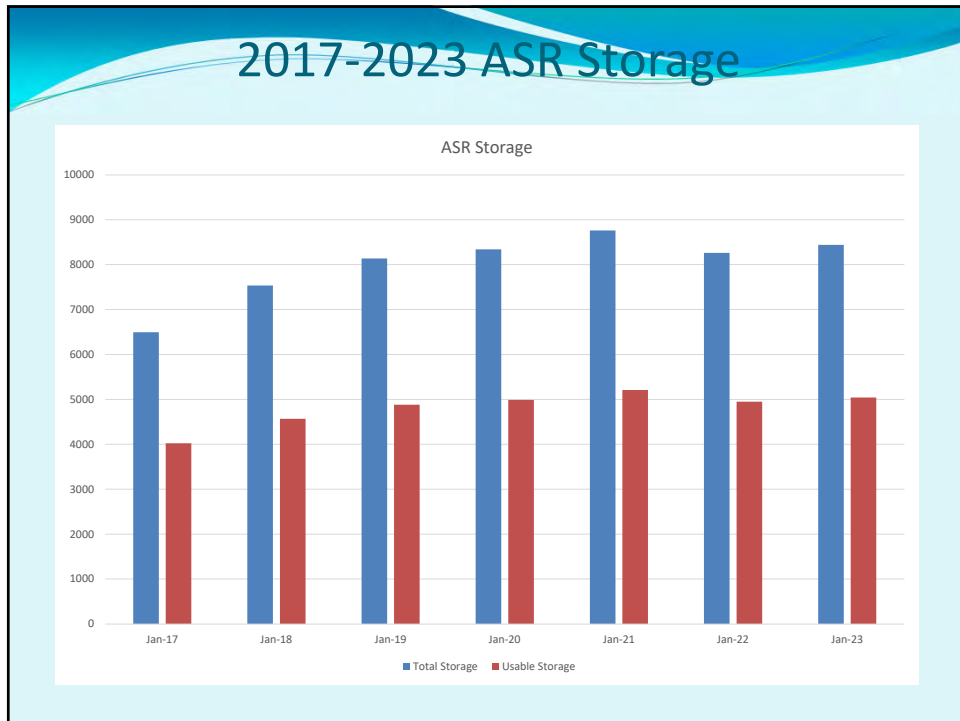
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6

Regional Water Production FY 2023



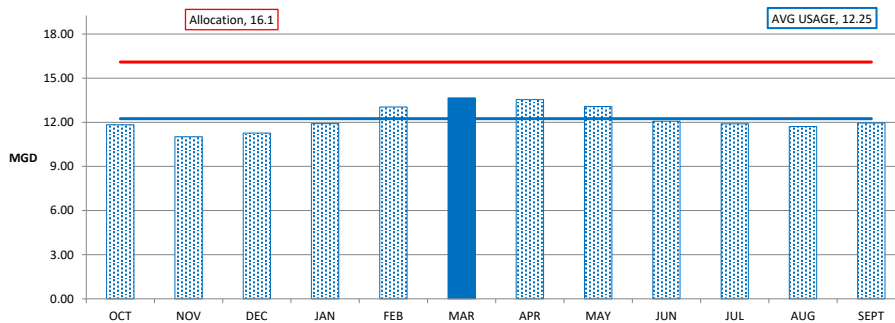
Source	Capacity [MGD]	FY 2023 [MGD]
Authority System	34.70	30.89
County & City Facilities	69.97	54.12
Total Capacity & Production	104.7	85.01
Export to Non Authority Customers	NA	(3.80)
Authority Customer Total Water Use	104.7	81.21

7

Charlotte County

Source	Capacity [MGD]	FY 2023 [MGD]	% UTILIZED
Peace River Facilities	16.10	12.25	76%
Charlotte Self Supply	3.17	0.74	23%
TOTAL	19.27	12.98	67%

2023 Allocation vs Usage

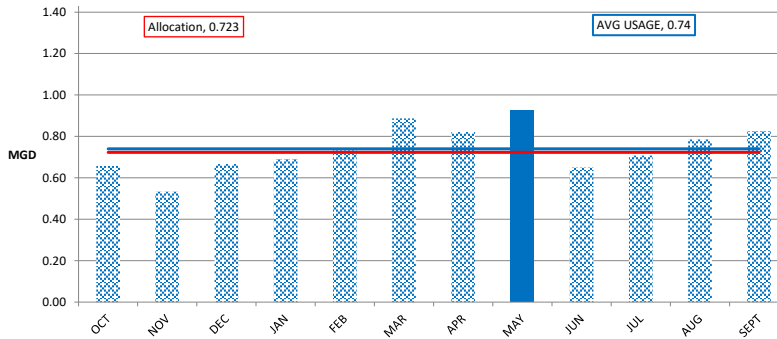


8

Desoto County

Source	Capacity [MGD]	FY 2023 [MGD]	% UTILIZED
Peace River Facilities	0.723	0.74	100%
Desoto Self Supply	0.75	0.36	48%
TOTAL	1.425	1.10	77%

2023 Allocation vs Usage



9

Manatee County

Source	Capacity [MGD]	FY 2023 [MGD]	% UTILIZED
Manatee Self Supply	52.00	39.65	76%
Export to Sarasota Co.	NA	3.82	
Export to Others	NA	3.80	
TOTAL	52.00	47.27	91%

2023 MONTHLY USAGE

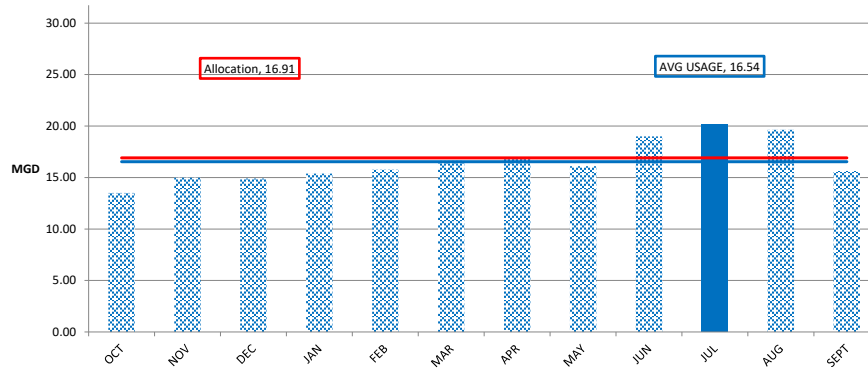


10

Sarasota County

Source	Capacity [MGD]	FY 2023 [MGD]	% UTILIZED
Peace River Facilities	16.91	16.54	98%
Import from Others	5.00	3.82	76%
County Self Supply	10.52	3.68	35%
TOTAL	33.58	24.04	72%

2023 Allocation vs Usage

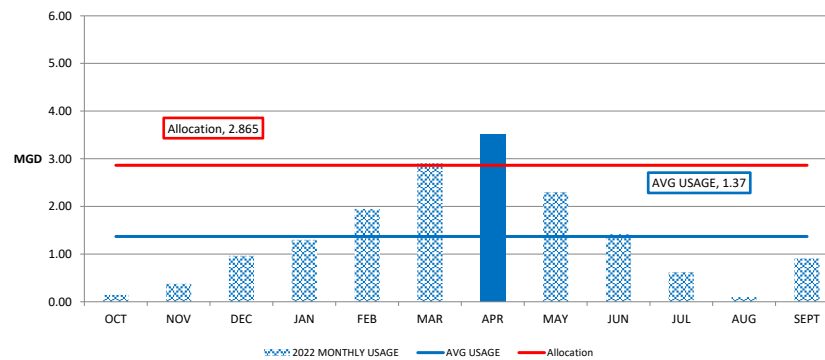


11

North Port

Source	Capacity [MGD]	FY 2023 (MGD)	% UTILIZED
Peace River Facilities	2.865	1.37	48%
North Port Self Supply	3.30	2.07	63%
Water Exchanged	N/A	0.01	
TOTAL	6.165	3.45	56%

2023 Allocation vs Usage

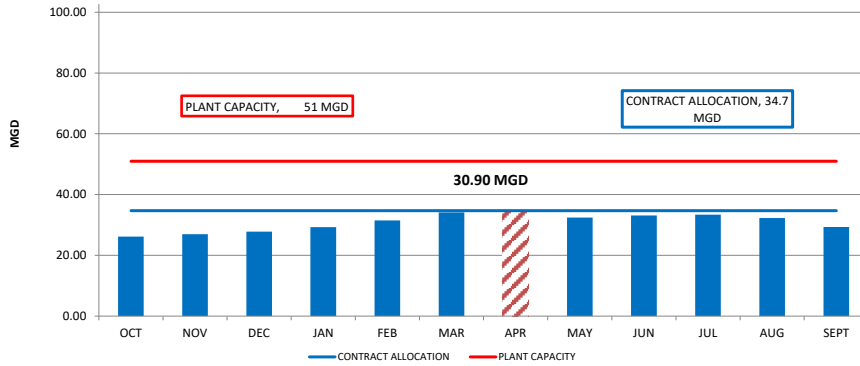


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Regional Demand

Source	Capacity [MGD]	FY 2023 [MGD]	% UTILIZED
Authority Customers	104.70	81.21	77.5%
Customers + Consecutive Systems	104.70	85.00	81%

2023 PEACE RIVER FACILITY DELIVERY



13

Questions?



14

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 2

**Construction Management at-Risk Agreement with Archer Western Contractors, LLC
for PR3 Pumping and Conveyance Facilities**

Presenter -

Terri Holcomb, Director of Engineering

Recommended Action -

Motion – Approve the Construction Agreement between the Authority and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities and authorize the Executive Director to make non-monetary edits to Agreement.

Motion - Approve the Phase 1 Preconstruction Services Package 1A Services in the amount of \$1,251,900 with Archer Western Contractors, LLC to provide Preconstruction Services for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities Project.

The current Board-approved water supply project to meet member demands is the Surface Water Supply Expansion Project (SWSEP), consisting of the Peace River Regional Reservoir No. 3 (PR3) Project and the PRF Expansion Project. The PR3 Project is comprised of a new 9-billion-gallon reservoir, a new 258 MGD river intake pump station, a new reservoir pump station, and conveyance piping connecting these new components to the Authority’s existing facilities. At the October 4, 2023, Board meeting, Archer Western Contractors, LLC was selected as the Construction Management at-Risk (CMAR) Contractor to provide (1) Phase I Preconstruction Services, and (2) Phase II Construction Services for the PR3 Pumping and Conveyance Facilities (new river pump station, new reservoir pump station and conveyance piping associated with the PR3 Project).

The PR3 Pumping and Conveyance Facilities – Phase 1 (Package 1A) Scope and Fee for preconstruction services are intended to provide the Authority with constructability reviews, value engineering evaluations, risk reviews, and schedule estimates for the PR3 Project. In addition, the CMAR will develop conceptual cost estimates for the 30% designs of the PRF Expansion Project and the Brackish Groundwater Reverse Osmosis (BWRO) project, as well as develop a 30% cost model for the PR3 Project Components. The Phase 1 (Package 1A) fee is \$1,251,900. The schedule for delivery of the Package 1A Services is approximately 5 months, through June 2024, with delivery of the cost estimates by March 11th, 2024.

Budget Action – No action is needed.

Attachments:

Tab A Presentation Materials

Tab B Construction Agreement between Authority and CMAR

Tab C Scope of Services and Fee for Package 1A – Preconstruction Services

TAB A
PRESENTATION MATERIAL

CMAR Agreement with Archer Western for PR3 Pumping and Conveyance Facilities

Regular Item 2

December 6, 2023



1

Agenda

- **Project Update**
- **Review of Procurement Strategy**
- **Agreement and Package 1A**
 - Scope and Fee**
- **Review of Funding Opportunities**
- **Proposed Delivery Schedule**



2

Agenda

- **Project Update**
- **Review of Procurement Strategy**
- **Agreement and Package 1A**
Scope and Fee
- **Review of Funding Opportunities**
- **Proposed Delivery Schedule**



3

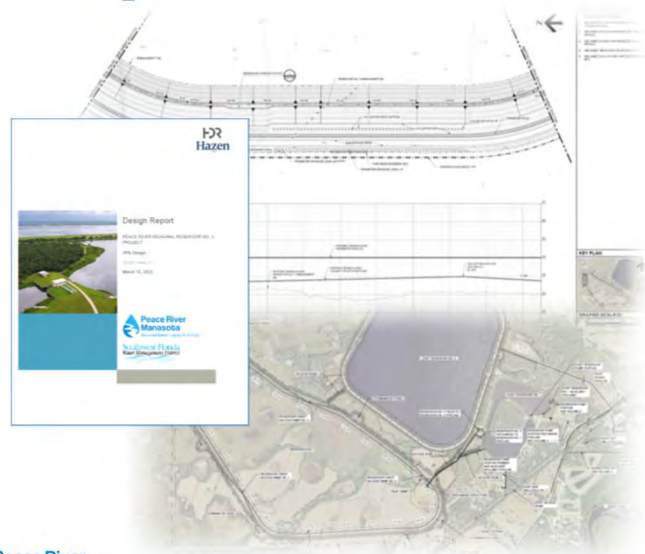
Project Update

Preliminary Design (Complete)

- 30% Design Documents
 - Basis of Design Report
 - Design Volumes I – IV for Project Components
 - Cost Estimate
- Third Party Review
- Submittal of ERP Application

Final Design (Began 10/4/2023)

- Design Documents
 - 60% and CMAR Design Efforts for Pumping and Conveyance Facilities
 - 100% Reservoir No. 3
 - Permitting
 - Cost Estimates



4

Agenda

- Project Update
- **Review of Procurement Strategy**
- Agreement and Package 1A
Scope and Fee
- Review of Funding Opportunities
- Proposed Delivery Schedule



5

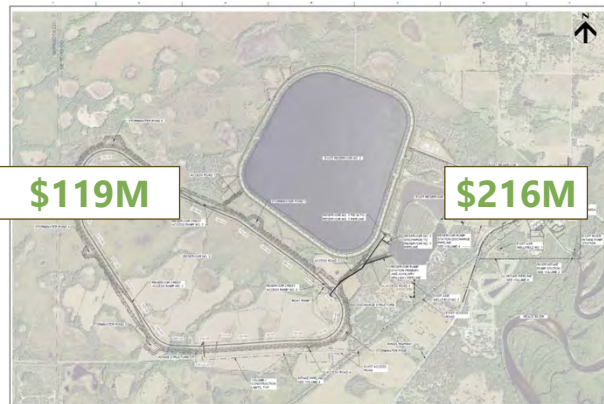
PR3 Procurement Strategy

Construction Management at Risk

- Reservoir No. 3
- River Intake Pump Station
- Reservoir Pump Station
- Conveyance Pipelines



Design-Bid-Build



6

Agenda

- Project Update
- Review of Procurement Strategy
- **Agreement and Package 1A**
Scope and Fee
- Review of Funding Opportunities
- Proposed Delivery Schedule



7

CMAR Agreement and Package 1A Scope and Fee

Scope of Services

- Task 1 - Project Management
 - ✓ Administration
 - ✓ Progress Meetings
 - ✓ Risk Management Plan
 - ✓ QA/QC Plans and Safety
- Task 2 - Workshops
 - ✓ Lessons Learned
 - ✓ Value Engineering
 - ✓ Constructability
 - ✓ Risk & Schedule
 - ✓ Cost Reviews & Assumptions
- Task 3 - Scheduling
- Task 4 - Cost Modeling
 - ✓ Peace River Facility Expansion
 - ✓ Brackish Groundwater Reverse Osmosis (BWRO)
 - ✓ PR3
- Task 5 - Presentations
 - ✓ Professional Staff
 - ✓ Board Meeting
- Task 6 - Electrical Master Plan Coordination
- Task 7 - Development of Phase 1B Package



8

Phase 1 - Package 1A

TASK	COMPONENT	FEE
1	Project Management	\$ 193,870
2	Workshops	\$ 136,650
3	Scheduling	\$ 146,550
4	Cost Modeling	\$ 401,740
5	Presentations	\$ 59,320
6	Electrical Master Plan Coordination	\$ 74,260
7	Package 1B Development	\$ 78,060
	Owners Allowance	\$150,000
	Contractor Liability	\$11,450
		\$ 1,251,900



9

Agenda

- **Project Update**
- **Review of Procurement Strategy**
- **Agreement and Package 1A**
- Scope and Fee**
- **Review of Funding Opportunities**
- **Proposed Delivery Schedule**



10

Funding Opportunities

Phase	Resilient Florida Program	SWFWMD Cooperative Funding		State Funds FY24	Total Grant Funding	Estimated Cost	Customer Share
	FY24	FY24	Future				
Final Design	\$7.5M	\$1M			\$8.5M	\$8.5M	\$0
CMAR 1 st Package ECI	-	\$3M			\$3M	\$3M	\$0
CMAR Construction		\$11M	\$50M	\$10M	\$71M	\$123.5M	\$52.5M
Reservoir Construction	-	-	\$50.7M		\$50.7M	\$216M	\$165.3M
					\$133.2M	\$351M*	\$217.8M

*Does not include mitigation costs

11

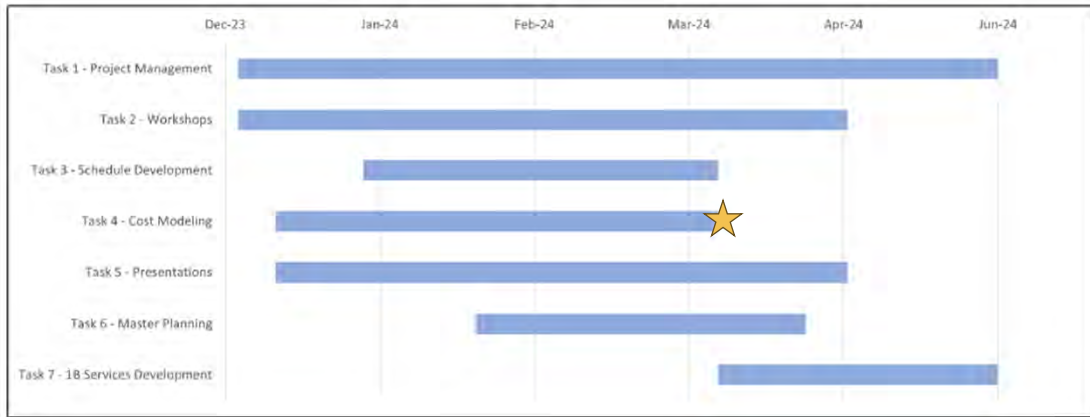
Agenda

- Project Update
- Review of Procurement Strategy
- Agreement and Package 1A
Scope and Fee
- Review of Funding Opportunities
- **Proposed Delivery Schedule**



12

CMAR Phase 1 – Package 1A Schedule

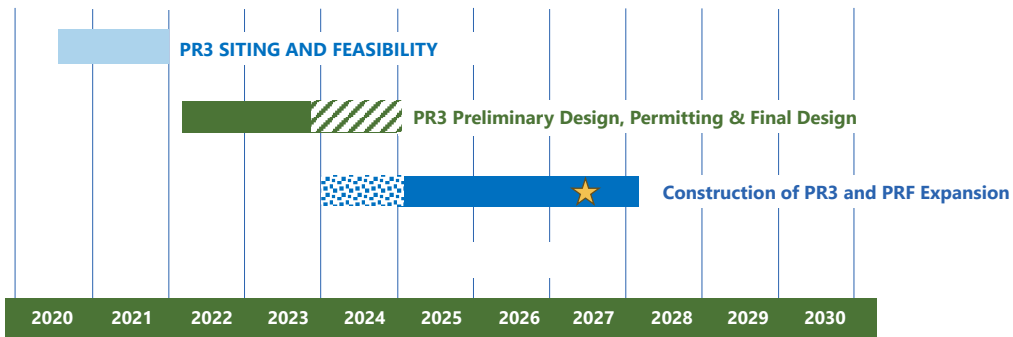


★ CMAR Cost Estimates for PRF Expansion; BWRO; PR3



13

SWSEP Overall Schedule



- Begin Final Design in October 2023
- Construction Management at-Risk Team Start December 2023 – Early Contractor Involvement Services, Including Updated Cost Estimates by April 2024
- Bring Reservoir Contractor on January 2025 – Begin Filling by summer 2027 ★
- Complete Construction of the SWSEP - delivering water by January 2028



14



Motion – Approve the Construction Agreement between the Authority and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities and authorize the Executive Director to make non-monetary edits to Agreement.

Motion - Approve the Phase 1 Preconstruction Services Package 1A Services in the amount of \$1,251,900 with Archer Western Contractors, LLC to provide Preconstruction Services for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities Project.



CMAR Agreement with Archer Western for PR3 Pumping and Conveyance Facilities

Regular Item 2

December 6, 2023



TAB B

PR3 CMAR Construction Agreement

December 6, 2023

Construction Agreement between Owner and
Construction Management At-Risk (CMAR) for the
Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities

This Construction Agreement ("Agreement") is made on the date signed by both parties as set forth on the final page of this Agreement (the "Effective Date"), by and between

OWNER

Peace River Manasota Regional Water Supply Authority ("Authority" or "Owner")
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

and

CONSTRUCTION MANAGEMENT AT-RISK

Archer Western Contractors, LLC ("CMAR")
1315 East 7th Ave. Suite #103
Tampa, Florida 33605

for services in connection with the Project described below. The Owner and CMAR (each individually a "Party" and collectively, the "Parties") will give notice to the other as provided above and in subparagraph 11.1.2 of the General Conditions. The Background and Exhibits listed in paragraph 11.10 including Exhibit E, General Conditions to CMAR Construction Agreement are part of this Agreement.

Background

The Authority has begun to design a project known as the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities Project (the "Project"). The Authority and CMAR will implement the Project in two sequential phases:

Phase I – Preconstruction Services: Exhibit A provides CMAR's Scope of Services for Phase I. During Phase I, CMAR will provide preconstruction services and will develop a schedule and price proposal for the Phase II services.

Phase II – Construction Services: If the Authority accepts CMAR's price proposal for the Phase II services, CMAR will complete construction and post-construction tasks, including performance testing, commissioning, training, support, and turnover. The parties will then develop and execute a contract amendment setting forth the parties' obligations for Phase II.

Accordingly, the Parties agree as follows.

ARTICLE 1 — Definitions

1.1 "Agreement" means this Agreement between Owner and CMAR (where the Basis of

Payment is the Cost of the Work plus CMAR's Fee with a Guaranteed Maximum Price or a Lump Sum, as modified by the Parties, and the Exhibits made part of this Agreement upon its execution), as modified by subsequent Amendments.

- 1.2 **"Allowance"** is an estimated sum to be used as Owner directs for categories of Work that cannot be established at the time the GMP or Fixed Price are agreed upon. Owner can direct Work under allowances only up to the established amount. Any work directed over the established allowance amount is to be processed by Change Order to CMAR.
- 1.3 **"Applicable Law" or "Applicable Laws"** means, collectively, all applicable federal, state, and local laws, statutes, rules, regulations, tariffs, levies, embargoes, ordinances, codes, and binding administrative or judicial precedents or authorities, including the binding interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation, or administration thereof, and all applicable administrative orders, directed binding duties, licenses, authorizations, and permits of, and binding agreements with, any Governmental Authority, in each case applicable to or affecting the Project or the Work of CMAR under this Agreement or the other Contract Documents.
- 1.4 **"Assumptions" and "Clarifications"** are key elements associated with CMAR's Guaranteed Maximum Price or Lump Sum upon which the Owner and CMAR agree are key aspects of CMAR performing the Work.
- 1.5 **"Bid Package" or "Bid Packages"** means one or more design bid packages for specific scopes of the Work that are developed and generated by the Engineer for bidding and award pursuant to this Agreement.
- 1.6 **"Business Day"** means any day other than a Saturday, Sunday, or legal holiday on which national banks located in the state jurisdiction in which the Project is situated are required or permitted to be open for business to the public.
- 1.7 **A "Change Order" is a written order signed by the Owner and the CMAR after execution of this Agreement indicating, among other things, changes in the Scope of the Work, the CMAR's Fee for Preconstruction Phase Services, the Phase II Construction Price and Date of Substantial Completion, or Date of Final Completion.**
- 1.8 **The "CMAR" is Archer Western Contractors, LLC. The "CMAR Representative" is Robert Bruner.**
- 1.9 **"CMAR-Related Entity" means CMAR, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.**
- 1.10 **"Construction Phase" or "Construction Phase Services" means the Work of the CMAR undertaken during Phase II pursuant to the Drawings and Specifications in accordance with Paragraph 2.2. of this Agreement and other applicable terms and provisions of this Agreement and the other Contract Documents.**

- 1.11 **"Construction General Conditions Costs"** are an element of the **Cost of Work** that is included in the Construction Price as agreed to by the CMAR and the Owner.
- 1.12 **"Contingencies,"** where applicable, has the meaning set forth in the Phase II Construction Price Amendment.
- 1.13 The **"Contract"** means this Agreement and the Contract Documents.
- 1.14 The **"Contract Documents"** consist of this Agreement, the Drawings, Specifications, addenda issued prior to execution of this Agreement, information furnished by the Owner under Paragraph 3.8 of the General Conditions, the Phase II Construction Price Amendment, any general, supplemental, or other conditions attached as an exhibit to this Agreement, performance specifications attached as an exhibit to this Agreement, **the CMAR's qualifications, assumptions, and exclusions mutually agreed** upon by Owner and CMAR and identified in and attached to this Agreement and the Phase II Construction Price Amendment, the other documents listed in this Agreement, and any modifications issued after its execution, including, without limitation, Change Orders and Owner Change Directives.
- 1.15 The **"Contract Time"** is the overall time period allowed for performance of the Work.
- 1.16 **"Cost of the Work,"** where applicable, has the meaning of the sum of all allowed direct and indirect costs necessarily and reasonably incurred and paid by CMAR in the performance of the Work including those set forth in the Phase II Construction Price Amendment.
- 1.17 **"Day" or "day"** means calendar day unless otherwise specifically defined.
- 1.18 **"Defective Work"** is any portion of the Work that does not conform to the Contract Documents, as more fully described in Paragraphs 2.4 and 2.5 of the General Conditions.
- 1.19 **"Differing Site Conditions"** means conditions at the Project site that are: (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents.
- 1.20 **"Drawings"** means the documents prepared by Engineer or other consultants of Owner showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
- 1.21 **"Early Work(s) Package(s)"** may include procurement or construction work that may be performed during Phase I or Phase II that may benefit the owner or the overall cost and schedule of the Project as described in Exhibit B (for Phase I) and the Contract Amendment for Phase II

- 1.22 **"Engineer"** means the licensed Engineer and its consultants, retained by Owner to perform design services for the Project. The Owner's Engineer for the Project is HDR Engineering, Inc.
- 1.23 **"Engineer Contract"** means the engineering contract dated August 5, 2020 and signed by both parties on August 21, 2020 between Owner and Engineer for the design or engineering of the Project or portions thereof.
- 1.24 **"Fee" or "CMAR Fee"** means, where a GMP has been selected by the Owner and CMAR as the basis for establishing a Phase II Construction Price for the Project or Bid Package, as applicable, the Fee to be charged by the CMAR, which will either be (a) expressed as a percentage of the Cost of the Work, or (b) a fixed amount based on the Cost of the Work, in each case agreed upon by the Owner and the CMAR at the time of execution of, and in accordance with, the Phase II Construction Price Amendment for the **CMAR's** performance of the Work.
- 1.25 **"Field Order"** means minor changes in the Work if the changes do not involve an adjustment in the Phase II Construction Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 1.26 **"Final Completion"** occurs on the date when the **CMAR's** obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable in accordance with the Phase II Construction Price Amendment and Paragraph 8.9 of the General Conditions. The parties shall execute a Certificate of Final Completion confirming the date of Final Completion.
- 1.27 **"Final Payment"** has the meaning set forth in the Phase II Construction Price Amendment and Paragraph 8.9 of the General Conditions.
- 1.28 **"Force Majeure,"** is defined in the General Conditions in Paragraph 5.4.1.4.
- 1.29 **"GMP" or "Guaranteed Maximum Price"** means, with regard to the Project as a whole or any Bid Package for construction of any portion of the Work where a GMP is selected by the Parties as the basis for the Phase II Construction Price, as may be further defined in the Phase II Construction Price Amendment for the Project or Bid package, as applicable, the Guaranteed Maximum Price for the Work covered thereby, as established by a Phase II Construction Price Amendment executed by and between Owner and CMAR for such Work. Subject to Change Orders and other allowable adjustments made pursuant to this Agreement or the other Contract Documents, where the Phase II Construction Price for any Work is based on a GMP, the Phase II Construction Price for such Work must not exceed the GMP for such Work.
- 1.30 **"Governmental Authorities"** means any federal, state, local, or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank, public office, court, arbitration or mediation panel, or other entity exercising executive, legislative, judicial, taxing, regulatory, or

administrative powers or functions of government.

- 1.31 **"Lump Sum"** means a lump-sum contract price established for the Phase II Construction Phase Services in accordance with a Phase II Construction Price Amendment.
- 1.32 A **"Material Supplier"** is a person or entity retained by the CMAR to provide material and equipment for the Work.
- 1.33 **"Others"** means other contractors, Material Suppliers, and persons at the Worksite who are not employed by the CMAR or Subcontractors.
- 1.34 **"Owner"** is Peace River Manasota Regional Water Supply Authority and includes the **Owner's** representative and any other Owner authorized person or entity.
- 1.35 **"Owner Change Directive/Order"** means a directive issued by Owner to CMAR to undertake and perform a change in the Work prior to the time such Parties have reached agreement on the adjustment, if any, in the Phase II Construction Price or the Contract Time.
- 1.36 The **"Owner's Agent"** is Brown and Caldwell.
- 1.37 The **Owner's authorized representative** is Terri Holcomb, Director of Engineering (the **"Owner's Representative"**).
- 1.38 **"Phase I"** means the Preconstruction Phase.
- 1.39 **"Phase II"** means the Construction Phase Services performed by CMAR pursuant to this Agreement and the other Contract Documents.
- 1.40 **"Phase II Construction Price"** means the contract price established by the Parties for **CMAR's performance of the Work during the** Construction Phase in accordance with this Agreement and the other Contract Documents and as reflected in the Phase II Construction Price Amendment, as the same may be modified by any Change Orders increasing or reducing such contract price and may be either a Lump-Sum price or GMP.
- 1.41 **"Phase II Construction Price Amendment"** has the meaning given to it in Subparagraph 2.1.3 hereof.
- 1.42 **"Phase II Construction Price Proposal"** has the meaning given to it in the Phase II Construction Price Amendment.
- 1.43 **"Preconstruction Phase" or "Preconstruction Phase Services"** means the Phase I Preconstruction Services performed by CMAR in connection with the Project and described in Paragraph 2.1 of this Agreement.

- 1.44 **"Project," as identified in** the Background section of this Agreement, is the building, facility, or other improvements for which the CMAR is to perform Work under this Agreement. It may also include construction by the Owner or Others which is not part of the Work of this agreement.
- 1.45 **"Schedule" is the critical path method (CPM) Schedule prepared by the CMAR that** specifies the dates on which the CMAR plans to begin and complete various parts of the Work, including all activities during Phase 1 Preconstruction and Phase 2 Construction.
- 1.46 **"Schedule Update" means any update to the Schedule prepared and submitted by CMAR to Owner concurrently with CMAR's submission to Owner of a Phase II Construction Price Proposal, a Phase II Construction Price Amendment or as otherwise required or permitted hereunder.**
- 1.47 **"Specifications" means the documents prepared by Owner, Engineer, or other consultant of Owner consisting of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.**
- 1.48 **A "Subcontractor" is a person or entity retained by the CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The Subcontractor obligations within this Agreement also apply to the CMAR for all self-perform trade work.**
- 1.49 **"Substantial Completion of the Work," or "Substantially Complete" or a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner may occupy or utilize the Work, or a designated portion, for the beneficial use for which it is intended. The parties will confirm this date by a certificate of Substantial Completion signed by the Engineer and CMAR with Owner's consent. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the CMAR's control. In addition to and without limiting the generality of the foregoing requirements of this Paragraph 1.1.49, "Substantial Completion" of the Work or a portion of the Work will not be deemed to have occurred unless and until the Project or a portion thereof is available for beneficial use and satisfies any other requirements set forth in the Phase II Construction Price Amendment.**
- 1.50 **A "Sub-subcontractor" is a person or entity who has an agreement with a Subcontractor to perform any portion of the Work.**
- 1.51 **"Work" means the construction and services necessary or incidental to fulfill the CMAR's obligations for the Project in conformance with this Agreement and the other Contract Documents, including the Preconstruction Phase Services and the Construction Phase Services as set forth in the Scope of Work.**

- 1.52 **"Worksite"** means the location of the Project as identified in the Background section of this Agreement where the Work is to be performed.
- 1.53 Capitalized terms used but not defined in this Agreement have the meanings given them in the Phase II Construction Price Amendment, General Conditions, and other Contract Documents.

ARTICLE 2 — CMAR Responsibilities

2.1 Phase I Preconstruction Phase Services

2.1.1 Commencement. CMAR shall commence Preconstruction Phase I Services upon execution of this Agreement by both parties. Owner will pay CMAR for the performance of the Preconstruction Phase Services CMAR in the amount and in the manner set forth in Paragraph 6.1.

2.1.2 Early Work(s) Package(s). If applicable, CMAR will perform, and Owner will pay for Early Work(s) Package(s) described in Exhibit B commenced prior to mutual execution of a Phase II Construction Price Amendment subject to the terms, covenants, and conditions of this Agreement and the other Contract Documents.

2.1.3 Phase II Construction Price Amendment. During Phase I, CMAR will prepare a Phase II Construction Price Proposal which must include all of the items described in Exhibit C. The parties will then begin to negotiate a Phase II Construction Price Amendment. Owner will provide comments and requested revisions within 14 days of receiving **CMAR's** Phase II Construction Price Proposal. Owner will provide a comment log and CMAR will provide responses in the comment log. CMAR will provide its response within 7 days **of receiving Owner's comments. The parties will** continually communicate on a regular if not daily basis including virtual and in-person negotiations. Unless the parties agree otherwise, the parties will finalize the Amendment within 60 days after CMAR first submits its proposal. **If after negotiation, the Owner and CMAR reach agreement they will execute a Phase II Construction Price Amendment.**

2.1.4 Failure to Reach Agreement on Amendment. If the Owner and CMAR are unable to reach a written agreement on a Phase II Construction Price Amendment, the Owner may terminate this Agreement for convenience in accordance with Paragraph 10.3 of the General Conditions. In the event of such termination for convenience, Owner will compensate **CMAR for the portion of the CMAR's** Preconstruction or Construction Phase Services, if any, performed to the date of termination, but the CMAR will not be entitled to compensation for Work not performed, plus reasonable demobilization costs, if any, which will include reasonable cost(s) incurred by CMAR to break contractual obligations with subcontractors, subconsultants, suppliers, vendors, and materialmen entered before **Subcontractor's** receipt of the notice of termination. In such event, the CMAR will have no obligation to perform the Scope of Work covered by such unexecuted Phase II Construction Price Amendment. **CMAR will have completed its obligations to perform the Phase I**

Services under this Agreement upon the earlier to occur of: (1) the parties' execution of a Phase II Construction Price Amendment or (2) Owner's termination of this Agreement.

2.2 Phase II Construction Phase Services

2.2.1 Commencement. Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, CMAR's shall commence Phase II Construction Phase Services upon Owner's issuance of the Notice to Proceed.

2.2.2 Self-Performance. CMAR must directly perform at least 25% of the Work included in the Phase II Construction Price unless Owner approves a lower or higher percentage. The CMAR may seek to perform portions of the Work itself, other than minor work that may be included in the CMAR's Construction General Conditions Costs, if the CMAR or CMAR team member submits its proposal and is awarded for those portions of Work in the same manner as all other Subcontractors. If the CMAR intends to submit a proposal for such Work, it shall notify Owner prior to soliciting Proposals and shall submit all such proposals directly to the Owner in accordance with Exhibit A. If the Owner determines that the CMAR's bid or CMAR team member's proposal provides the best value, based on cost and relevant experience for the Owner, the CMAR or CMAR team member will be awarded that portion of the Work.

2.2.3 Subcontractor Default. If a selected Subcontractor defaults in the performance of its Work or fails to execute a subcontract after being selected in accordance with this paragraph, the CMAR may, without advertising, fulfil the contract requirements through selection of an alternate subcontractor or self-performance. CMAR shall notify Owner in the event of a Subcontractor default or failure to execute the subcontract. CMAR will have sole determination and selection in such matter.

ARTICLE 3 — Owner Responsibilities

Owner will provide the information and deliver the materials set forth in Article 3 of the General Conditions.

ARTICLE 4 — Subcontracts and Labor Relations

4.1 Subcontractors

The Work not performed by the CMAR with its own forces will be performed by Subcontractors. CMAR shall issue all subcontracts on a lump-sum basis unless the Owner gives prior written approval of a different method of payment to the Subcontractor. CMAR must competitively bid subcontracts for services or supplies that are equal to or over \$1,000,000.

4.2 Labor Relations

4.2.1 Prevailing Wages. If federal funding is used for the Project, the current

General Wage Determination Decisions, as determined by the US Secretary of Labor, as same may be changed during the term of this Agreement, are incorporated by this reference. Additional requirements for Projects using federal funds are provided in Exhibit G.

4.2.2 Compliance Monitoring. CMAR shall require every subcontract to provide certified payroll reports with respect to all persons performing labor necessary to complete any portion of Work on the Project.

4.2.3 Non-discrimination/non-harassment. CMAR will not engage in any form of discrimination or harassment because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, or any other protected classification against any employee or applicant for employment on the Project.

ARTICLE 5 — Time

5.1 Performance of the Work

5.1.1 Date of Commencement. The Date of Commencement is the Effective Date as described on page 1 of this Agreement. CMAR shall proceed with the Work in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

5.1.2 Substantial / Final Completion. Unless the Parties agree otherwise, the Date of Substantial Completion is June 1, 2027 for the river intake pump station and adjacent 84-inch diameter pipeline and June 1, 2028 for the reservoir pump station and adjacent 54-inch diameter pipeline and the parties will establish the Date of Final Completion in the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it must be set forth via Amendment.

5.1.3 Insurance and Bonds. The CMAR shall not commence the Work before the effective date of insurance to be provided by the CMAR as set forth in Exhibit F. When CMAR delivers the executed Agreement to Owner, CMAR shall also deliver to Owner: (a) an updated letter from CMAR's **surety or sureties verifying that** CMAR has bonding capacity available for this Project; and (b) certificates of insurance and the insurance declaration page(s) for the insurance required in Exhibit F.

5.2 Schedule of the Work

5.2.1 The initial Schedule is provided in Exhibit A.

5.2.2 Owner will timely review the baseline Schedule submitted by CMAR. If the Owner determines that additional supporting data are necessary to fully evaluate the Schedule, the Owner will request additional supporting data in writing. CMAR shall submit such data no later than 14 days after **Owner's** request. Owner will render a decision promptly and in any case within 14 days after the latter of the receipt of the Schedule update or the deadline for furnishing such additional supporting data. Owner will review, approve, and provide comments in a reasonable time.

5.2.3 **Contemporaneously with CMAR's submission of its Phase II Construction Price Proposal** in accordance with Phase II Construction Price Amendment, the CMAR shall submit to the Owner and, if directed, the Engineer, a Schedule Update, in compliance with this Paragraph 5.2, that shows the dates on which the CMAR plans to commence and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

5.3 Contract Time, Delays, and Extensions of Time

5.3.1 The Contract Time is defined in paragraph 1.1.12 and the Date of Substantial Completion is defined in paragraph 5.1.2.

5.3.2 The Contract Time, as it may be modified from time to time in accordance with this Agreement and any other applicable Contract Documents, controls the determination of liquidated damages payable to CMAR under Paragraph 5.4 and in the determination of any delay under Paragraph 5.3.

5.3.3 In its Phase II Construction Price Proposal, the CMAR will define weather-related delays and how weather-related delays will be handled in terms of Schedule adjustments and compensation. Any changes to the Schedule due to weather-related delays will be subject to the requirements of Article 5 of the General Conditions.

5.3.4 In the event delays to the Work are encountered for any reason, the CMAR shall provide prompt written notice to the Owner of the cause of such delays after CMAR first recognizes the delay. Excusable delays will be adjusted upon and subject to the terms and conditions of Article 5 of the General Conditions.

5.3.5 **A waiver of or failure by the Owner or Owner's Representative to enforce any requirement in this Article 5 or the requirements of Article 5 (including Paragraph 5.3) of the General Conditions in connection with any or all past delays does not constitute a waiver of and does not preclude the Owner or Owner's Representative from enforcing such requirements in connection with any present or future delays.**

5.4 Liquidated Damages.

The CMAR agrees that if the Work of the Project is not Substantially Completed on or before the Substantial Completion Date applicable to the Project or related Bid Package the CMAR shall pay the Owner as liquidated damages and not as a penalty the sum of \$5,000 per day for each day of unexcused delay past the Substantial Completion Date.

For each day of unexcused delay past the Final Completion date, liquidated damages will be \$2,000 for each day of unexcused delay. The liquidated damages provided herein shall be the sole and exclusive remedy for any unexcused delay in the **performance of CMAR's obligations** hereunder and shall be in lieu of any and all other liability to the Owner for extra costs, losses, expenses, claims, penalties and any other damages of whatever nature (whether actual, compensatory, direct, indirect, special, consequential, punitive, or otherwise) incurred by the Owner and which are caused by any unexcused CMAR delay in timely achieving Substantial Completion on or before the Substantial Completion Date. The Parties acknowledge and agree that it would be extremely difficult, if not impossible, to quantify the economic loss incurred by the Owner as a result of such unexcused delay, that the liquidated damages contemplated herein are reasonable and represent a fair approximation of the economic loss to be incurred by Owner as a result of such unexcused delay, and that such liquidated damages shall be enforceable to the maximum extent permitted under Applicable Law.

ARTICLE 6 — Compensation

6.1 **CMAR's** Compensation for Preconstruction Phase Services.

The Owner shall compensate CMAR for performance of the **CMAR's Preconstruction Phase Services** outlined in Paragraph 2.1 a lump sum of \$1,251,900.00. Such compensation will be based on the direct personnel costs incurred by CMAR and includes the direct salaries of the **CMAR's personnel providing Preconstruction Phase Services on the Project and CMAR's customary and mandatory contributions and benefits related thereto**, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions and, unless otherwise provided, includes all sales, use, consumer, and other taxes mandated by applicable law.

6.2 CMAR Compensation for Early Work(s) Package(s)

The Parties may agree to negotiate Early Work Packages as provided in Exhibit B. and the Contract Amendment for the Phase II Construction Services.

6.3 **CMAR's** Compensation for Construction Phase Services

The Owner shall compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of either a Lump-Sum Phase II Construction Price or Guaranteed Maximum Price, in each case as set forth in such Phase II Construction Price Amendment and General Conditions.

6.4 Hourly Rates

Where Work or portions thereof performed by the CMAR for Preconstruction Phase Services is charged on an hourly rate basis, CMAR will complete such Work in **accordance with the CMAR's hourly rate schedule** provided in Exhibit D and will be at cost without markup for overhead and profit. A separate hourly rate schedule for

Construction Phase Services will be attached to the Phase II Construction Price Amendment and will be at cost without markup for overhead and profit.

ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement must be documented by a Change Order, Owner Change Directive or Field Order, in each case in accordance with and subject to the terms and provisions of Article 7 of the General Conditions and any Phase II Construction Price Amendment.

ARTICLE 8 — Payment

Owner will make monthly payments for Preconstruction Phase Services in proportion to services performed unless otherwise agreed, in writing, by Owner and CMAR. Owner will make payments for Construction Phase Services performed in accordance with the Phase II Construction Price Amendment.

ARTICLE 9 — Liability

9.1 Waiver of Consequential Damages

EXCEPT FOR (I) DAMAGES MUTUALLY AGREED UPON BY THE PARTIES AS LIQUIDATED DAMAGES IN PARAGRAPH 5.4 HEREOF, AND (II) SUBJECT TO THE FOLLOWING PROVISIONS SET FORTH IN THIS PARAGRAPH 9.1, NOTWITHSTANDING ANYTHING ELSE HEREIN TO THE CONTRARY, THE OWNER AND THE CMAR AGREE TO WAIVE ALL CLAIMS AGAINST EACH OTHER FOR ANY CONSEQUENTIAL OR OTHER SPECIAL DAMAGES THAT MAY ARISE OUT OF OR RELATE TO THIS AGREEMENT. THE OWNER AGREES TO WAIVE CONSEQUENTIAL OR OTHER SPECIAL DAMAGES **INCLUDING, BUT NOT LIMITED TO, THE OWNER'S** LOSS OF USE OF THE PROJECT, ANY RENTAL EXPENSES INCURRED, LOSS OF TAX ABATEMENTS OR CREDITS, COST OF SUBSTITUTE FACILITIES OR SERVICES, COST OF PURCHASED OR REPLACEMENT PRODUCT OR CLAIMS FROM CUSTOMERS OR SUPPLIERS OF OWNER, LOSS OF INCOME, PROFIT, OR REVENUE RELATED TO THE PROJECT, AS WELL AS THE LOSS OF BUSINESS, OPPORTUNITY, LOSS OF FINANCING, PRINCIPAL OFFICE OVERHEAD AND EXPENSES, LOSS OF PROFITS NOT RELATED TO THIS PROJECT, LOSS OF REPUTATION OR GOODWILL AND/OR INSOLVENCY REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FOUND TO BE DIRECT OR INDIRECT. THE CMAR AGREES TO WAIVE CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF FINANCING, LOSS OF PROFITS NOT RELATED TO THIS PROJECT, LOSS OF BONDING CAPACITY, LOSS OF REPUTATION AND / OR INSOLVENCY. THE PROVISIONS OF THIS PARAGRAPH SHALL ALSO APPLY TO THE TERMINATION OF THIS AGREEMENT AND SHALL SURVIVE SUCH TERMINATION.

9.2 **CMAR's** Limitation of Liability

Notwithstanding anything to the contrary contained herein or in the other Contract

Documents, the maximum liability, in the aggregate, of the CMAR, its Subcontractors, sureties (if any) and their respective officers, directors, shareholders, employees, agents, successors and assigns to Owner and anyone claiming by, through, or under Owner for any loss, damage, suit, action, liability, claim, or expense caused by, resulting from or arising out of or relating in any way to this Agreement or the Project from any cause whatsoever, including, without limitation, the negligence, breach of contract, strict liability, express or implied warranty, indemnity, professional errors or omissions, or any other cause arising at law or in equity, is in all events be limited to and not exceed 100% of the Phase II Construction Price. This limitation has been freely bargained for by the Parties for valuable consideration and is enforceable to the maximum extent permitted by applicable law.

- 9.3 Releases, waivers, and limitations on liability and remedies expressed in the Contract Documents shall apply even in the event of the fault, tort (including negligence), strict liability, breach of contract or warranty, or other basis of liability of the benefited Party, and shall extend to and benefit the subcontractors, agents, employees, officers, directors, assignees, affiliates, and vendors and each of their respective subcontractors, agents, employees, officers, directors, assignees, affiliates, and vendors of each Party.

ARTICLE 10 — Dispute Mitigation and Resolution

10.1 Claims Procedures

Claims procedures are governed by Article 11 of the General Conditions.

10.2 Preconstruction Phase Services

If, during the Preconstruction Services Phase the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach **resolution through good faith direct discussions between the Parties' representatives**, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. **If the Parties' representatives are not able to resolve such matter within 7 days from the date of first discussion, the Parties' representatives** shall submit such matter to the dispute resolution procedures identified in Article 11 of the General Conditions.

10.3 Construction Phase Services

During the Construction Services Phase, the Parties shall resolve any disputes between them in accordance with the dispute mitigation and resolution procedures selected by them in Article 11 of the General Conditions.

ARTICLE 11 — Miscellaneous Provisions

- 11.1. **Governing Law and Venue.** This Agreement will be governed by and construed as provided in paragraph 11.5 of the General Conditions.

- 11.2. Severability. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.
- 11.3. No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, will not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance or any other term, covenant, condition, or right.
- 11.4. Titles and Groupings. The titles given to the articles of this Agreement are for ease of reference only. The grouping of the articles in this Agreement and of the **Owner's** specifications under the various headings is solely for the purpose of convenient organization and in no event shall the grouping of provisions, the use of paragraphs, or the use of headings be construed to limit or alter the meaning of any provisions.
- 11.5. Joint Drafting. The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement will be construed neither against nor in favor of either Party but will be construed in a neutral manner.
- 11.6. Entire Agreement. This Agreement, the General Conditions, the other Exhibits and Schedules attached hereto, and other Contract Documents constitute the entire Agreement between the Parties hereto with regard to the subject matter of this Agreement, supersede all prior oral or written communications pertaining to the subject matter hereof and may not be varied by parole or other extrinsic evidence.
- 11.7. Federal Financial Assistance. If this project is partially funded with federal funds, the conditions contained in Exhibit G apply to this Agreement.
- 11.8. Counterparts; Electronic Signatures. This Agreement, the General Conditions and other Contract Documents may be executed in counterparts, each of which is deemed an original and all of which taken together will constitute one and the same instrument. Facsimile or electronic signatures on this Agreement and the other Contract Documents, as applicable, are deemed originals for all purposes.
- 11.9. Notices. All notices or other communications permitted or required under this **Agreement must be in writing and must be sent to the party at that party's address** set forth below or at whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, sent by overnight courier, postage prepaid, or sent to all email addresses listed below for each Party.

If to the Authority:

Terri Holcomb, Director of Engineering
Peace River Manasota Regional Water Supply Authority

9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Mike Coates mcoates@regionalwater.org
Terri Holcomb tholcomb@regionalwater.org
Mike Knowles mknowles@regionalwater.org
Ann Lee alee@regionalwater.org

If to CMAR:

Robert E. Bruner, PE, DBIA, ENV SP, Program Manager
Archer Western Contractors, LLC
1315 East 7th Avenue
Suite #103
Tampa, FL 33605

Robert Bruner rbruner@walshgroup.com
Matthew Tracy mjtracy@walshgroup.com

11.10. Exhibits, Schedules, and Addenda. Exhibits, Schedules, and Addenda bearing on the payment and performance of the Construction Phase Services will be attached to the Phase II Construction Price Amendment for such Construction Phase Services. The following Exhibits pertaining to the Preconstruction Phase Services are part of this Agreement:

- Exhibit A CMAR Phase I Preconstruction Scope of Services, Fee and Initial Schedule
- Exhibit B Phase I Early Work(s) Package(s) (including pumps and electrical switchgear)
- Exhibit C Phase II Construction Price Amendment Contents (including Early Work packages, scheduling, and technical performance requirements)
- Exhibit D Phase I Preconstruction Services Hourly Rate Schedule
- Exhibit E General Conditions to CMAR Construction Agreement
- Exhibit F Bonds and Insurance Requirements
- Exhibit G Requirements for Projects using Federal Funds

11.11. Records.

1.11.1 Duty to Maintain and Provide Records. CMAR shall keep and maintain all public records required to perform services under this Contract as required by Chapter

119, Florida Statutes. All analyses, data, documents, models, modeling, reports, and tests performed or utilized by CMAR will be made available to the Authority upon request and are considered public records in accordance with Chapter 119, Florida Statutes, unless they are exempt under the Law.

1.11.2 IF CMAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, **TO THE CMAR'S DUTY TO PROVIDE PUBLIC RECORDS** RELATING TO THIS CONTRACT, CONTACT THE **AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT** 941-316-1776, EMAIL PEACERIVER@REGIONALWATER.ORG, OR MAIL 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FL 34202.

1.11.3 Post Contract Responsibilities. Upon completion of this Contract, CMAR will keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the CMAR or will transfer them to the Authority. If the CMAR transfers all public records to the Authority, CMAR will destroy any duplicate public records. If CMAR keeps and maintains public records after completion of the Contract, the CMAR will meet all legal requirements for retaining public records including the rules and retention schedules adopted by the Division of Library and Information Services of the Department of State under Section 119.021(2)(a), Florida Statutes. All records stored electronically must be provided to the Authority upon request from the Authority in a format that is compatible with the information technology systems of the Authority.

1.11.4 Exempt Records. CMAR will ensure that public records that are exempt from disclosure are not disclosed except as authorized by law. Chapter 119, Florida Statutes describes records that are exempt from disclosure including building plans, blueprints, schematic drawings, and diagrams, which depict the internal layout and structural elements of a building, water treatment facility, or other structure.

1.11.5 Trade Secrets. Under Florida laws including Sections 119.071(1)(f) and 1004.22 Florida Statutes, trade secrets are exempt from disclosure as a public record. If a records request is made of the Owner for public disclosure of trade secrets owned by or licensed to the CMAR and the CMAR has clearly marked the record as "**Trade Secret – Exempt from Public Disclosure**" the Owner will advise the CMAR of such request. In the event a dispute arises regarding the records request, CMAR has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure.

1.11.6 Audit Rights. CMAR will keep all books, records, files, plans, drawings, and other documentation, including all electronically stored items, which concern or relate

to the Services hereunder (collectively referred to as "Records") for a minimum of three (3) years from the date of expiration or termination of this Agreement or as otherwise required by Law, whichever date is later. The Authority, or any duly authorized agents or representatives of the Authority, will have the right to audit, inspect and copy all or such Records as often as they deem necessary during any such period of time. This right to audit, inspect and copy the Records includes all Records of Subconsultants.

- 1.11.7 This paragraph 11.11 will survive the expiration or termination of this Contract.
- 11.12. Communications. CMAR may only communicate with staff and designated representatives of the Authority and will **not communicate with the Authority's Board Members except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting.** Any such prohibited communication is a material breach of this Agreement by CMAR. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with CMAR.
- 11.13. No Third-Party Beneficiaries. The rights and obligations in this Agreement inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party has any rights or obligations under or by virtue of this Agreement.
- 11.14. Interpretation. All words used in this Agreement in the singular extend to and include the plural, and the use of any gender extends to and include all genders. Unless the **context requires otherwise: The term "include" contemplates "including but not limited to." The terms "hereof," "herein," "hereunder" and similar terms in this Agreement** refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 11.15. Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.
- 11.16. Survival. All representations, warranties, guarantees, indemnifications, made or given in this Contract will survive Final Completion, Final Acceptance, final payment, and completion or termination of the Contract.
- 11.17. Independent Contractor. CMAR is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority is that of an independent contractor. CMAR has the discretion to select the means and methods of performing such services, subject to the requirement that it perform the services required hereunder competently and professionally in accordance with the applicable professional standards and otherwise comply with the terms of this Agreement. CMAR is fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by CMAR. Neither CMAR nor any CMAR-Related Entity is considered as being an employee or agent of the Authority and they are not entitled to any employment benefits from Owner. CMAR expressly and voluntarily waives and agrees not to make any claim to participate in any **of Owner's employee benefits or benefit plans should CMAR or any of its officers, agents, or employees be adjudicated for any reason to be an employee of Owner.**

- 11.18. Scrutinized Companies. CMAR represents that it is in compliance with Section 287.135, Florida Statutes and certifies that it is not on any of the following lists: 1) Scrutinized Companies with Activities in Sudan, 2) Scrutinized Companies with Activities in the Iran Petroleum Energy Sector, or 3) Scrutinized Companies that Boycott Israel. The Authority may terminate this Agreement if CMAR is not in compliance with this statute.
- 11.19. E-Verify. Contractor is in compliance with Section 448.095, Florida Statutes. As required by Subsection 448.095(2)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. The E-Verify Statement Contractor submitted with its response to the solicitation remains true and correct.
- 11.20. Public Entity Crimes. Contractor is in compliance with Sections 287.132 and 287.133, Florida Statutes. The Public Entity Crimes statement required by Subsections 287.133(2) **and (3), Florida Statutes provided with Contractor's response to the** solicitation is true and accurate on the Effective Date of this Agreement.
- 11.21. No Lobbying. As required by section 216.347, Florida Statutes, CMAR represents that it has not and will not use any funds provided under this Contract to lobby the legislature, the judicial branch, or other agency.
- 11.22. Cumulative Remedies. The duties and obligations imposed by this Contract and the rights and remedies available to the parties are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by: 1) Applicable Laws; or 2) any special warranty or guarantee; or 3) other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
- 11.23. Advertising. No advertising is permitted on any part of the Site. Owner has sole discretion concerning whether to allow any news or press releases pertaining to the services, work product(s), or performance of CMAR under this Contract or the Project.
- 11.24. No Solicitation of Employees. CMAR and Owner shall not directly or indirectly, or through any other person, agency, company, or organization solicit employees of the other party to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this Contract and for a period of one (1) year **thereafter (the "non-solicitation period")**. **The parties** acknowledge that actual or threatened violations of this paragraph may give rise to irreparable injury to the other party, inadequately compensable in damages and, therefore, either party may seek and obtain injunctive relief against the breach or threatened breach of **the other party's** obligations and undertakings thereunder, in addition to any other legal remedies which may be available. This paragraph will survive the termination of this Agreement. Violation of this paragraph during the non-

solicitation period is a material breach of contract.

11.25. No Right to Pledge Credit. CMAR will not pledge **Owner's** credit or make Owner a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

11.26. SDN List. CMAR, by its execution of this Contract, acknowledges and attests that neither it, nor any CMAR-Related Entity, is on the list of specially designated nationals and blocked persons (SDN list) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control to enforce economic and trade sanctions. CMAR accepts that this Contract will be either void or subject to immediate termination by Owner in the event there is any misrepresentation by CMAR. Owner, in the event of such termination, will not incur any liability to CMAR for any Work or materials furnished.

11.27. Assignment. Neither the Owner nor the CMAR may assign its interest in the Agreement or the other Contract Documents without the written consent of the other except as to the assignment of proceeds. The terms and conditions of the Agreement and the other Contract Documents are binding upon both Parties, their partners, successors, assigns, and legal representatives. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

The parties have caused their duly qualified representatives to execute this Agreement on the

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dates set forth below.

Witnesses:

Signature

Print name

Print title

Date

Signature

Print name

Print title

Date

Attest:

Signature

Print name

Print title

Date

Approved as to Form:

General Counsel

CMAR:

Firm Name

Signature

Print name

Print title

Date

Peace River Manasota Regional Water
Supply Authority:

Signature

Print name

Print title

Date

- Exhibit A – CMAR Phase I Preconstruction Scope of Services and Schedule
- Exhibit B – Phase I Early Work(s) Package(s) (including pumps and electrical switchgear)
- Exhibit C – Phase II Construction Price Amendment Contents (including Early Work packages, schedule, and technical performance requirements)
- Exhibit D – Phase I Preconstruction Services Hourly Rate Schedule
- Exhibit E – General Conditions to CMAR Construction Agreement
- Exhibit F – Bonds and Insurance Requirements
- Exhibit G – Requirements for Projects Using Federal Funds

Exhibit E

General Conditions
to CMAR Construction Agreement between
Peace River Manasota Regional Water Supply Authority
and Archer Western Contractors, LLC

Contents

- Article 1 – General Provisions
- Article 2 – CMAR Preconstruction Phase and Construction Phase Responsibilities
- Article 3 – Owner’s Responsibilities
- Article 4 – Subcontracts
- Article 5 – Time
- Article 6 – Compensation
- Article 7 – Changes
- Article 8 – Payment
- Article 9 – Indemnity, Insurance, Waiver’s, and Bonds
- Article 10 – Suspension, Notice to Cure, and Termination of the Agreement
- Article 11 – Claims, Claims Procedures, Dispute Mitigation, and Resolution

ARTICLE 1— General Provisions

1.1 Contract; Order of Precedence

Capitalized terms used in these General Conditions but not defined herein have the meanings given them in the Agreement, Phase II Construction Price Amendment, and other Contract Documents. The Contract Documents are enumerated in the Agreement and consist of the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in or attached to the Agreement, and Modifications issued after execution of the Contract. A **“Modification” is (a) a written** amendment to the Contract signed by both the Owner and the CMAR (each a **“Party”** and collectively, the **“Parties”**), (b) a Change Order, (c) an Owner Change Directive, or (d) a written order for a minor change in the Work issued by the Engineer. Conflicts, ambiguities, or inconsistencies between or amongst the Contract Documents are governed by and subject to the order of

precedence set forth in Paragraph 1.1.5 hereof.

1.1.1 The Drawings and Specifications are complementary. If Work is shown only on one but not on the other, the CMAR shall perform the Work as though fully described on both, in all cases consistent with the Contract Documents.

1.1.2 In case of conflicts or inconsistencies between the Drawings and Specifications, the Owner and the CMAR shall attempt to resolve the conflict or inconsistency through mutual and good faith discussions and if the Parties are unable to resolve the matter in a mutually satisfactory manner, the CMAR will be entitled to submit a Claim in accordance with Article 11 hereof for the increased cost and time caused by or resulting from such conflict or inconsistency.

1.1.3 Where figures are given, they will be preferred to scaled dimensions.

1.1.4 Any terms that have well-known technical or trade meanings, unless otherwise specifically defined in the Agreement or these General Conditions, will be interpreted in accordance with their well-known meanings.

1.1.5 In the event of a conflict between provisions of any of the Contract Documents which cannot be resolved by giving effect to both provisions, the order of precedence of the Contract Documents in descending order, will be as follows:

- 1.1.5.1 Amendments and Change Orders, with precedence of amendments and Change Orders in reverse order of execution;
- 1.1.5.2 The Agreement, including all Exhibits thereto; in event of a conflict between the body of the Agreement and (or between) Agreement Exhibits which cannot be resolved by giving effect to both provisions, the order of precedence will be the body of the Agreement followed by the Exhibits in the order they are attached to the body of the Agreement, with precedence of such Exhibits given in the order in which they are attached to the Agreement;
- 1.1.5.3 Supplementary Conditions, if any, to the Contract;
- 1.1.5.4 These General Conditions;
- 1.1.5.5 Drawings and Specifications; and
- 1.1.5.6 Notice to Proceed.

1.1.6 If any provision of the Agreement conflicts with or is inconsistent with any other provision of other Contract Documents, the provisions of the Agreement govern, unless the other provision specifically refers to the provision it supersedes and replaces it in the Agreement or unless otherwise superseded by the order of precedence set forth above in this Paragraph 1.1.5.

1.1.7 The Agreement and other Contract Documents are solely for the benefit of the Owner and the CMAR except to the extent expressly provided in the Agreement, represents the entire and integrated agreement between such Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

1.2 Relationship of Parties

The Owner and the CMAR agree to proceed with the Project based on mutual trust, good faith, and fair dealing.

1.2.1 The CMAR shall furnish preconstruction, permitting assistance, construction, **administration, and management services and use the CMAR's reasonable efforts to** perform the Work in an expeditious manner consistent with the Contract Documents. The Owner and CMAR will endeavor to promote harmony and cooperation among all Project participants.

1.2.2 The CMAR represents that it is an independent contractor and that in its performance of the Work it will act as an independent contractor.

1.2.3 Neither the CMAR nor any of its agents or employees will act on behalf of or in the name of the Owner except as provided in the Agreement unless authorized in **writing by the Owner's** Representative.

1.2.4 The **Owner's** Representative will possess full authority to give instructions from the Owner and will be able to issue directions and Change Orders to the CMAR.

1.2.5 The CMAR Representative will possess full authority to receive instructions from the Owner and to act on those instructions. The CMAR shall notify the Owner in writing of a change in the designation of the CMAR Representative. Upon such notice, the Owner will have 5 days to approve or reject the change in designation. Should the Owner reject the CMAR Representative, the CMAR and Owner will meet within 1 day to decide on who will serve as the CMAR Representative.

1.2.6 The Owner and the CMAR will perform their obligations with integrity, ensuring at a minimum that:

1.2.6.1 Conflicts of interest will be avoided or disclosed promptly to the other Party; and

1.2.6.2 The Owner and the CMAR warrant that they have not and will not pay nor receive any contingent fees or gratuities to or from the other Party, including their agents, officers, and employees, Subconsultants, or Others from whom they may be liable, to secure preferential treatment.

1.3 Engineer

The Owner, through its Engineer, will provide all engineering and other design services necessary for the completion of the Work. The Owner will obtain from the Engineer either a license for the CMAR and Subcontractors to use the design documents prepared by the Engineer or ownership of the copyrights for such design documents,

and will indemnify, defend, and hold harmless the CMAR against any suits or claims of infringement of any copyrights or licenses arising out of the use of the design documents except if used by the CMAR or any other entity on work not contemplated by this Agreement or work outside the Project.

ARTICLE 2 — CMAR Preconstruction Phase and Construction Phase Responsibilities

2.1 General Responsibilities

2.1.1 The CMAR will provide all labor, materials, equipment, and services necessary to complete the Work, all of which will be provided in full accord and consistent with the Contract Documents as being necessary to produce the indicated results.

2.1.2 The CMAR is responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures used, unless the Contract Documents give other specific instructions. In such case, the CMAR will not be liable to the Owner for damages resulting from compliance with such instructions unless the CMAR recognized and failed to timely report to the Owner any error, inconsistency, omission, or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences, or procedures. The CMAR will not be required to provide professional services which constitute the practice of architecture or engineering except as otherwise provided in Subparagraph 2.1.6 nor will the CMAR be liable for professional services rendered by or design documents prepared by the Engineer or any of its consultants or subconsultants at any tier. The CMAR is entitled to rely upon the adequacy, accuracy, and completeness of all design, engineering, and other consulting services provided by the Engineer and its consultants and subconsultants at all tiers and other consultants retained directly or indirectly by the Owner. The CMAR will have no liability to the Owner or any other Party for the failure of any Drawings, Specifications, or other design or engineering produced by Others to be adequate, correct, complete, and free from defect for any purpose or to comply with Applicable Law, all of which will remain the responsibility of the Engineer.

2.1.3 The CMAR shall perform Work only within locations allowed by the Contract Documents, applicable permits, and Applicable Law.

2.1.4 The CMAR and its Subcontractors shall review and compare each of the Contract Documents with the others and with information furnished or made available by Owner and shall, subject to limitations set forth in Subparagraph 2.1.2 hereof, promptly **report in writing to Owner's Representative any errors, inconsistencies, or omissions** it discovers in the Contract Documents or inconsistencies it discovers with Applicable Law observed by the CMAR or its Subcontractors. The CMAR and its Subcontractors will take field measurements, verify field conditions, and compare with the Contract Documents with such field measurements and conditions before commencing any of the Work. The observations and measurements are for the purpose of facilitating coordination and construction by the CMAR and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, they are opportunities for the CMAR to identify any readily observable or potential errors, omissions, or inconsistencies in the Contract Documents. CMAR shall promptly report in writing to **Owner's** Representative any readily observable errors, inconsistencies, or omissions it discovers. The CMAR maintains responsibility for losses, including the costs of correcting Defective Work involving an error, inconsistency, or omission by the CMAR or its Subcontractors which are caused by or are attributable to the CMAR, but the CMAR does not have responsibility for losses arising from design or engineering errors or omissions and it is recognized that the **CMAR's** review, observations, and measurements are made in **the CMAR's capacity as a construction manager and not as a licensed design or engineering professional.**

2.1.5 Worksite Visit. The CMAR acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work and, during the Preconstruction Phase, has participated in Owner/Engineer work sessions and provided input and feedback to the Owner and Engineer on the design and engineering of the Project, both from a constructability and a budgeting and cost-trending analysis standpoint. The CMAR will advise the Owner if it requires additional visits to increase its familiarity with the general and local conditions of the Worksite which may impact the Work.

2.1.6 Professional Services. The CMAR may be required to procure professional services to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures or as such services are specifically called for by the Contract Documents. The CMAR will obtain these professional services and any design certifications required from licensed design professionals. All Drawings, Specifications, calculations, certifications, and submittals prepared by such design professionals will bear the signature and seal of such design professionals and the Owner and the Engineer will be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the Owner, through the Engineer, will indicate all required performance and design criteria. The CMAR will not be responsible for the adequacy of such performance and design criteria. The CMAR will not be required to provide such services in violation of Applicable Law in the jurisdiction where the Project is located. Should the CMAR refuse to provide services based on the inadequacy of design criteria or because of a violation of existing Applicable Law, the CMAR will provide notice and an explanation to Owner within 5 days of the CMAR becoming aware of the issue. The CMAR will work with Owner to mitigate the issue.

2.1.7 Key Personnel. CMAR acknowledges that the identity of the Project Manager and the other key management and supervisory personnel proposed by CMAR and its Subcontractors in its Statement of Qualifications was a material factor in the selection of the CMAR to perform this CMAR Contract. CMAR shall utilize such key personnel to perform such services unless (i) such personnel are unavailable for good cause shown or (ii) the Authority has approved in writing the utilization of other personnel for such

services. "Good cause shown" does not include performing services on other projects for the CMAR or any of its Affiliates, but does include termination for cause, employee death, disability, retirement, or resignation. In the event of any such permissible unavailability, CMAR shall utilize replacement key personnel of equivalent skill, experience, and reputation and shall propose any key personnel change to the Authority with reasonable advance notice for its review and approval. CMAR shall remove or replace, or have removed or replaced, any personnel performing the Contract Services if the Authority, acting reasonably, determines that an unworkable relationship has developed between the Authority and the individual.

2.2 Preconstruction Phase Services

The CMAR's Scope of Work responsibilities include the Preconstruction Phase Services defined and described in the Agreement including Exhibit A. The CMAR shall perform such Preconstruction Phase Services at the time, in the manner, and for the Fee set forth in Article 2 of the Agreement. Unless otherwise mutually agreed in writing by the Owner and the CMAR, such Preconstruction Phase Services do not require or obligate the CMAR to generate or produce any design or engineering for the Project but will require the CMAR to participate in Owner/Engineer work sessions and provide input and feedback to the Owner and Engineer on the design and engineering of the Project from a constructability, budgeting, schedule, and cost-trending analysis standpoint. The CMAR, when providing input and feedback, is not responsible or liable for any design or engineering related work or services. However, the CMAR is responsible for any temporary works necessary to implement the construction of the Project.

2.3 Construction Phase Services

2.3.1 Commencement. Unless otherwise provided to the contrary elsewhere in this Agreement or the other Contract Documents, the **CMAR's** Construction Phase Services will commence upon execution of a Phase II Construction Price Amendment for the Project or specific Bid Package or other portion of the Work.

2.3.2 Coordination. The CMAR shall supervise, coordinate, and direct the Work using the **CMAR's** ordinary skill and attention. Subject to Subparagraph 2.1.2, the CMAR is solely responsible for and has control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The CMAR shall manage and administer all phases of construction activities to achieve the completion of all Work within the requirements of the Contract Documents. The CMAR shall coordinate the Work of its Subcontractors and Material Suppliers to optimize efficiency and minimize conflict and interference between the various Subcontractors on-site. It is recognized, however, that the CMAR is not acting in the capacity of a licensed design professional, and that the **CMAR's** examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions, or inconsistencies in the design Drawings or plans created by the Engineer or to ascertain from the design Drawings or plans created by the Engineer compliance

with Applicable Laws. The CMAR does not have an affirmative responsibility to detect errors or omissions by the Engineer.

2.3.3 Cost Reporting. The CMAR shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. The CMAR shall maintain a complete set of all books and records prepared or used by the CMAR with respect to the Project. The **CMAR's** records supporting its performance and billings under this Agreement will be current, complete, and accurate and maintained according to Generally Accepted Accounting Principles, consistently applied. The Owner will be **afforded access to all the CMAR's records, books, correspondence, instructions, Drawings, receipts, vouchers, memoranda, and similar data** relating to this Agreement. The CMAR shall preserve all such records for a period of three years after the Final Payment in accordance with Paragraph 8.9 hereof or longer where required by law.

2.3.4 Construction Personnel and Supervision

2.3.4.1 The CMAR shall provide competent supervision for the performance of the Work. Before commencing the Work, the CMAR shall notify the Owner in writing of the name and qualifications of its proposed superintendent(s) and **project manager so the Owner may review the individual's qualifications. If, for reasonable cause, the Owner refuses to approve the individual, or withdraws its approval after giving it once, the CMAR shall name a different superintendent for the Owner's review. Any disapproved superintendent** will not perform in that capacity thereafter at the Worksite.

2.3.4.2 The CMAR will be responsible to the Owner for acts or omissions of Parties or entities performing portions of the Work for or on behalf of the CMAR or any of its Subcontractors and Material Suppliers.

2.3.4.3 The CMAR shall permit only fit and ordinarily skilled persons to perform the Work. The CMAR shall enforce safety procedures, discipline, and good order among persons performing the Work. If the Owner reasonably determines that a particular person does not follow safety procedures, or is unfit or unskilled for the assigned Work, the CMAR shall immediately reassign the person on receipt of the **Owner's** written notice to do so.

2.3.5 Submittals

2.3.5.1 The CMAR is responsible to the Owner for the accuracy and conformity of its submittals to the Contract Documents. The CMAR shall prepare and deliver its submittals to the Owner and Engineer in such time and sequence so as not to delay the performance of the Work or the Work of the Owner and Others. When the CMAR delivers its submittals to the Owner, the CMAR shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The review and approval

of any CMAR submittal will not be deemed to authorize changes, deviations, or substitutions from the requirements of the Contract Documents unless express written approval is obtained from the Owner specifically authorizing such deviation, substitution, or change. To the extent a change, deviation or substitution causes an impact to the Phase II Construction Price or Contract Time, such approval will be promptly memorialized in a Change Order. Further, the Owner will not make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to the CMAR. If the Contract Documents do not contain submittal requirements pertaining to the Work, the CMAR agrees upon request to submit in a timely fashion to the Owner for review and approval any shop Drawings, samples, product data, **manufacturers'** literature, or similar submittals as may reasonably be required by the Owner.

2.3.5.2 The CMAR shall perform all Work strictly in accordance with approved submittals. Approval does not relieve the CMAR from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop Drawings.

2.3.5.3 Record copies of the following, incorporating field changes and selections made during construction, will be maintained at the Worksite and available to the Owner upon request: Drawings, Specifications, addenda, and other modifications, and required submittals including product data, samples, and shop Drawings.

2.3.5.4 No substitutions will be made in the Work unless permitted in the Contract Documents and then only after the CMAR obtains all approvals required under the Contract Documents for substitutions. All such substitutions will be memorialized promptly by written approval by the Owner no later than 7 days following the **Owner's** receipt of a written request for approval thereof. If required, the CMAR will prepare a change order request within 7 days following approval by the Owner and, if applicable, provide for an adjustment in the Phase II Construction Price or Contract Time.

2.3.5.5 The CMAR shall prepare and submit to the Owner updated electronic data, in accordance with Subparagraph 3.7.1.

2.3.6 Cooperation with Work of Owners and Others

2.3.6.1 The Owner may perform work at the Worksite directly or by Others. Any agreements with Others to perform construction or operations related to the Project shall include provisions pertaining to insurance, indemnification, waiver of subrogation, coordination, interference, cleanup, and safety which are substantively the same as the corresponding provisions of this Agreement.

2.3.6.2 If the Owner elects to perform work at the Worksite directly or by Others, the CMAR and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. The Owner shall require each separate contractor to cooperate with the CMAR and assist with the coordination of activities and the review of construction schedules and operations. The Phase II Construction Price or the Date of Substantial Completion or the Date of Final Completion may be equitably adjusted, as mutually agreed by the Parties, for changes made necessary by the coordination of construction activities, and the Schedule of the Work will be revised accordingly. The CMAR, Owner, and Others shall adhere to the revised Schedule of the Work until it may subsequently be revised.

2.3.6.3 With regard to the work of the Owner and Others, the CMAR shall (a) proceed with the Work in a manner which does not hinder, delay, or interfere with the work of the Owner or Others or cause the work of the Owner or Others to become defective, (b) afford the Owner or Others reasonable access for introduction and storage of their materials and equipment and **performance of their activities, and (c) coordinate the CMAR's construction and operations with theirs as required by Subparagraph 2.3.6.4.**

2.3.6.4 Before proceeding with any portion of the Work affected by the construction or operations of the Owner or Others, the CMAR shall visually examine such work performed by the Owner or Others and give the Owner prompt, written notification of any defects the CMAR discovers therein their work which **will prevent the proper execution of the Work. The CMAR's obligations in this Subparagraph 2.3.6.4 do not create a responsibility for the work of Others but are for the purpose of facilitating the Work.** If the CMAR does not notify the Owner of patent defects interfering with the performance **of the Work, the CMAR acknowledges that to the CMAR's reasonable knowledge at the time, the work of the Owner or Others is not defective and is acceptable for the proper execution of the Work.** Following receipt of written notice from the CMAR of defects, the Owner shall promptly inform the CMAR what action, if any, the CMAR shall take regarding the defects.

2.3.7 Cutting, Fitting, and Patching

2.3.7.1 The CMAR shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work **of the Owner or Others, if within the CMAR's Scope of Services.**

2.3.7.2 Cutting, patching, or altering the work of the Owner or Others may be done with the prior written approval of the Owner. Such approval will not be unreasonably withheld.

2.3.8 Cleaning Up

2.3.8.1 The CMAR shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the CMAR shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The CMAR shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the CMAR shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris created by the CMAR and its Subcontractors.

2.3.8.2 If the CMAR fails to commence compliance with cleanup duties within 2 days after written notification from the Owner of noncompliance, the Owner may implement appropriate cleanup measures without further notice and the cost will be deducted from any amounts due or to become due the CMAR in the next payment period.

2.3.9 Access to Work. The CMAR shall facilitate the access of the Owner, its Engineer, and Others to Work in progress. The Owner, Engineer, and Others shall follow safety protocols in effect and in compliance with OSHA.

2.3.10 Materials Furnished by the Owners or Others

In the event the Work includes installation of materials or equipment furnished by the Owner or Others, it will be the responsibility of the CMAR to visually examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the CMAR will be the responsibility of the CMAR and may be deducted from any amounts due or to become due the CMAR. CMAR will report at once to the Owner any defects discovered in such materials or equipment. Following receipt of written notice from the CMAR of defects, the Owner shall promptly inform the CMAR what action, if any, the CMAR shall take regarding the defects.

2.3.11 Tests and Inspections

2.3.11.1 The CMAR shall schedule all required tests, approvals, and inspections of the Work or portions thereof at appropriate times so as not to delay the progress of the Work or other Work related to the Project. The CMAR shall give proper notice to all required Parties of such tests, approvals, and inspections. If feasible, the Owner and Others may timely observe the tests at the normal place of testing. Except as provided in Subparagraph 2.3.11.3 below or unless otherwise required by the Contract Documents, the Owner will bear all expenses associated with tests, inspections, and approvals required by the Contract Documents which, unless otherwise agreed to, will be conducted by an independent testing laboratory or entity retained by the Owner. Unless

otherwise required by the Contract Documents, required certificates of testing, approval, or inspection will be secured by the CMAR and promptly delivered to the Owner.

2.3.11.2 If the Owner or appropriate authorities determine that tests, inspections, or approvals in addition to those required by the Contract Documents will be necessary, the CMAR shall arrange for the procedures and give timely notice to the Owner and Others who may observe the procedures. **Costs of the additional tests, inspections, or approvals are at the Owner's expense except as provided in Subparagraph 2.3.11.3.**

2.3.11.3 If the procedures described in Subparagraph 2.3.11.1 and 2.3.11.2 indicate that portions of the Work fail to comply with the Contract Documents due to the negligence of the CMAR, the CMAR will be responsible for costs of correction and retesting.

2.4 Warranty

2.4.1 The CMAR warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, and in conformance with the Specifications set forth in the Contract Documents. The CMAR further warrants that the Work will be free from defects in materials and workmanship not intrinsic in the design or materials required in the **Contract Documents. The CMAR's warranty does not include remedies for defects** or damages caused by normal wear and tear during normal usage, use, or operation for a purpose for which the Project was not intended, improper or insufficient maintenance, inadequate, incomplete, or defective design, modifications performed by the Owner or Others, or abuse. **The CMAR's warranty pursuant to this Subparagraph 2.4.1 will commence on the later of (a) Substantial Completion of the Work or the designated portion as agreed to by the Owner and the CMAR, and (b) the date the Owner takes beneficial use of the Work or designated portion of the Work as agreed to by the Owner and the CMAR and will continue as provided in paragraphs 2.4.2 and 2.5 below.**

2.4.2 The CMAR shall use commercially reasonable efforts to obtain from its Subcontractors and Material Suppliers any special or extended warranties expressly **required by the Contract Documents. The CMAR's liability for such warranties** will be limited to the one-year correction period referred to in Subparagraph 2.5. After that period, the CMAR will assign them to the Owner and provide reasonable assistance to the Owner in enforcing the obligations of Subcontractors and Material Suppliers.

2.5 Correction of Defective Work

2.5.1 If prior to Substantial Completion and within one year after the date of Substantial Completion of the Work any Defective Work is found, the Owner shall promptly notify the CMAR in writing. Unless the Owner provides written acceptance of

the condition, the CMAR shall promptly correct the Defective Work. If the Owner discovers a defect, the Owner shall notify the CMAR within 30 days of the date of discovery. Work that is found not to conform to the requirements of the Agreement before Substantial Completion but does not prevent achievement of Substantial Completion may be corrected before Final Completion.

2.5.2 With respect to any portion of Work first performed after Substantial Completion, the one-year correction period for the Defective Work will be extended by the time period between Substantial Completion and the actual performance of the later Work.

2.5.3 If the CMAR fails to correct Defective Work within a mutually agreed time after receipt of written notice from the Owner prior to Final Payment, the Owner may correct **it in accordance with the Owner's right to carry out the Work in Subparagraph 10.2.3.** In such case, an appropriate Change Order will be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the CMAR. If payments then or thereafter due the CMAR are not sufficient to cover such amounts, the CMAR shall pay the difference to the Owner.

2.5.4 If after the one-year correction period but before the periods of limitations and repose applicable to the Work in the jurisdiction in which the Project is located have run the Owner discovers any Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the CMAR. If the CMAR elects to correct the Work, it shall provide written notice of such intent within fourteen 14 days of its receipt of notice from the Owner. The CMAR shall complete the correction of Work within a mutually agreed time frame. If the CMAR does not elect to correct the Work, the Owner may have the Work corrected by itself or Others and charge the CMAR for the reasonable cost of the correction. The Owner shall provide the CMAR with an accounting of correction costs it incurs.

2.5.5 **If the CMAR's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing building,** the CMAR will be responsible for the cost of correcting the destroyed or damaged property.

2.5.6 The one-year period for correction of Defective Work does not constitute a **limitation period with respect to the enforcement of the CMAR's other obligations** under the Contract Documents.

2.5.7 **Prior to Final Payment, at the Owner's option and with the CMAR's agreement,** the Owner may elect to accept Defective Work rather than require its removal and correction. In such cases the Phase II Construction Price will be equitably adjusted for any diminution in the value of the Project, if any, caused by such Defective Work.

2.6 Correction of Covered Work

2.6.1 On request of the Owner, Work that has been covered without a requirement

that it be inspected prior to being covered may be uncovered for the Owner's inspection. The Owner will pay for the costs of uncovering and replacement if the Work proves to be in conformance with the Contract Documents. If Owner or Others caused the defective condition the CMAR will be entitled to a Change Order to the Contract Time and/or Compensation. If the uncovered Work proves to be defective, the CMAR will pay the costs of uncovering and replacement.

2.6.2 If, contrary to specific requirements in the Contract Documents or contrary to a specific request from the Owner, a portion of the Work is covered, the Owner, by written request, may require the CMAR to uncover the Work, at a mutually convenient **time, for the Owner's observation. In this circumstance the Work** will be replaced at **the CMAR's expense and with no adjustment to the Dates of Substantial or Final Completion.**

2.6.3 The CMAR is required to correct in a timely fashion any Work rejected by the Owner which fails to comply with the Contract Documents prior to the commencement of the warranty period(s) or during the correction period(s) established under Paragraph 2.5. The CMAR shall correct at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

2.7 Safety of Persons and Property

2.7.1 Safety Precautions and Programs. The CMAR shall have overall responsibility for safety precautions and programs in the performance of the Work. While this Paragraph 2.7 establishes the responsibility for safety between the Owner and CMAR, it does not relieve the Engineer or Subcontractors of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with the provisions of Applicable Laws.

2.7.2 The CMAR shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

2.7.2.1 Its employees and other persons at the Worksite;

2.7.2.2 Materials and equipment stored at on-site or off-site locations for use in the Work; and

2.7.2.3 Property located at the Worksite and adjacent to Work areas, whether the property is part of the Work.

2.7.3 **CMAR's** Safety Representative. The CMAR shall designate an individual at the Worksite in the employ of the CMAR who shall act as the **CMAR's** authorized safety representative with a duty to prevent accidents in accordance with Subparagraph 2.7.2. The CMAR shall report immediately in writing all accidents and injuries occurring at the Worksite. When the CMAR is required to file an accident report

with a public authority, the CMAR shall furnish a copy of the report to the Owner **concurrent with the report's distribution with the public authority.**

2.7.4 The CMAR shall provide the Owner with copies of all notices required of the **CMAR by Applicable Law. The CMAR's safety program shall comply with the** requirements of Governmental Authorities having jurisdiction.

2.7.5 Damage or loss not insured under property insurance which may arise from the Work to the extent caused by negligent acts or omissions of the CMAR, or anyone for whose acts the CMAR may be liable, will be promptly remedied by the CMAR. If the Owner deems any part of the Work or Worksite unsafe, and such safety concerns are due to the fault or neglect of the CMAR, its Subcontractors, or anyone else for whom such Parties are responsible, the Owner, without assuming responsibility for the **CMAR's safety program, may require the CMAR to stop performance** of the Work or take corrective measures satisfactory to the Owner, or both. If the CMAR does not adopt corrective measures, the Owner may perform them and deduct their cost from the Phase II Construction Price. The CMAR agrees to make no claim for damages, or an increase in the Phase II Construction Price, or for a change in the Dates of Substantial or Final Completion based on **the CMAR's compliance with the Owner's** reasonable request.

2.8 Emergencies

In an emergency, the CMAR shall act in a reasonable manner to prevent personal injury or property damage. If appropriate, an equitable adjustment in the Phase II Construction Price or Date of Substantial Completion or Date of Final Completion will be determined in a Change Order.

2.9 Hazardous Materials

2.9.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup. The CMAR will not be obligated to commence or continue Work until any unknown Hazardous Material discovered or encountered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency. The Owner shall retain generator status of any preexisting hazardous materials contained on-site and shall sign manifests for removal of preexisting hazardous materials.

2.9.2 If after the commencement of the Work, unknown Hazardous Material is discovered or encountered at the Worksite, the CMAR will be entitled to immediately stop Work in the affected area. The CMAR shall report the condition to the Owner, the Engineer, and, if required, the Governmental Authority with jurisdiction.

2.9.3 The CMAR will not be required to perform any Work relating to or around Hazardous Material without written mutual agreement.

2.9.4 The Owner will be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether the material requires corrective measures or remedial action. Such measures will be the sole responsibility of the Owner and will be performed in a manner minimizing any adverse effects upon the Work. The CMAR shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the Governmental Authority with jurisdiction.

2.9.5 If the CMAR incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the CMAR shall notify the Authority within 24 hours of discovery. The parties will then determine whether any equitable adjustment in the Phase II Construction Price and in the Dates of Substantial and Final Completion will be identified in a Change Order.

2.9.6 Removal of Hazardous Materials

2.9.6.1 Unless otherwise directed by Owner, if Hazardous Materials are discovered at the Worksite, the CMAR shall proceed with remediation and removal of such Hazardous Materials as agent for the Owner in accordance with this Subparagraph 2.9.6.

2.9.6.2 The Owner hereby appoints the CMAR as its agent to act in the **Owner's name and on the Owner's behalf to negotiate, enter, and execute** contracts with third parties to remove, transport, and dispose of Hazardous Materials. **The CMAR's scope of authority as agent does not include** the execution of any manifests or governmental documents related to the Hazardous Materials. All documents executed by the CMAR acting within the **CMAR's** scope of authority shall provide that the CMAR is acting solely as agent for the Owner. The CMAR shall maintain appropriate records of all acts undertaken as agent for the Owner and all such documents will be available for audit by the Owner.

2.9.6.3 The authority of the CMAR to act as agent on behalf of the Owner shall terminate upon termination or assignment of the Construction Agreement.

2.10 Materials Brought to the Worksite

2.10.1 CMAR shall maintain at the Worksite Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the CMAR, Subcontractors, the Owner, or Others, and CMAR shall make the MSD available to the Owner, Subcontractors, and Others.

2.10.2 The CMAR is responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by the CMAR in accordance with the Contract Documents and used or consumed in the performance of the Work.

2.11 Differing Site Conditions

If the CMAR encounters Differing Site Conditions, the CMAR must stop Work and give immediate written notice of the condition to the Owner and the Engineer. Any change in the **Phase II Construction Price, estimated Cost of the Work or CMAR's Fee (where applicable)**, Date of Substantial Completion, or Date of Final Completion and, if appropriate, the Compensation for Construction Phase Services because of the Differing Site Conditions will be determined as provided in Article 11. The CMAR shall only be entitled to pursue a claim for Differing Site Conditions if the Parties have not agreed, in writing, that Differing Site Conditions have occurred after the **CMAR's** submission of appropriate backup documentation confirming that Differing Site Conditions have occurred. Subject to the foregoing requirements, the CMAR shall provide the Owner with written notice of any claim for Differing Site Conditions within the time period set forth in Paragraph 11.2.

2.12 Permits And Taxes

2.12.1 The CMAR shall give public authorities all notices required by law and, except for permits and fees which are the responsibility of the Owner pursuant to Paragraph 3.6 hereof, shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. The CMAR shall provide to the Owner copies of all notices, permits, licenses, and renewals required under this Agreement.

2.12.2 The CMAR shall pay all applicable taxes legally enacted for the Work provided by the CMAR.

2.12.3 The Phase II Construction Price will be adjusted for additional costs, subject to approval by the Owner, resulting from Applicable Laws enacted after the date of this Agreement, including increased taxes.

2.13 Confidentiality

CMAR shall specify any proprietary or trade secret information to be treated as confidential as provided in paragraph 11.1 of the Agreement. The provisions of this Subparagraph 2.13 shall survive the termination or completion of this Agreement and the transactions contemplated hereby.

ARTICLE 3 — **Owner's** Responsibilities

3.1 Adequate Funding for Project

Upon **CMAR's request following execution of the Phase II Construction Price Amendment** and before **Owner's issuance of a Notice to Proceed with the Construction Phase Services**, the Owner shall promptly furnish reasonable evidence satisfactory to the CMAR that the Owner has adequate funds available and committed to fulfill all of **the Owner's payment obligations** under the Contract Documents. If the Owner fails to furnish such financial information in a timely manner, the CMAR may stop Work under Paragraph 10.4 of the General Conditions or exercise any other right permitted under the Contract Documents. Following **the Owner's issuance of a Notice to Proceed**, so long as the Owner satisfies its payment obligations under the Agreement and other Contract Documents, the Owner is not required to furnish any further financial evidence of its ability to satisfy its payment obligations under the Contract Documents.

3.2 **Owner's** Representative

The Owner will identify the Owner's Representative, or any other authorized person or entity to act on behalf of the Owner. The Owner may change the Owner's Representative upon written notice to the CMAR.

3.3 Information And Services

Any information or services to be provided by the Owner will be provided in a timely manner so as not to delay the Work.

3.4 Worksite Information

Except to the extent that the CMAR knows of any inaccuracy, the CMAR is entitled to rely on the following Project information furnished by the Owner pursuant to this Paragraph 3.4. To the extent the Owner has obtained, or is required elsewhere in the Contract Documents to obtain, the following Project information, the Owner **shall provide at the Owner's expense and with reasonable promptness so as not to delay the Schedule:**

3.4.1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data or Drawings depicting existing conditions, subsurface conditions and environmental studies, reports, and investigations.

3.4.2 Tests, inspections, and other reports dealing with environmental matters, Hazardous Material, and other existing conditions, including structural, mechanical, and chemical tests, required by the Contract Documents or by law.

3.4.3 Any other information or services requested in writing by the CMAR which are

relevant to the CMAR's performance of the Work and under the Owner's control. The information required by this Subparagraph 3.4.3 will be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, alleys, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto, and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by the CMAR in laying out the Work.

3.4.4 All licenses and other rights to use of the Drawings, Specifications, and any other intellectual property necessary or required for the CMAR's performance of the Work as well as any other rights to use of any other documents, materials, or information generated or produced by the Engineer or its consultants at any level in connection with the design, engineering, or programming for the Project.

3.5 Engineer

Unless otherwise expressly provided to the contrary in the Contract, the Owner is responsible for retaining and paying the Engineer and all other professional design and engineering consultants required for construction of the Project or portions thereof.

3.6 Building Permit, Fees, And Approvals

Except for those permits and fees related to the Work which are the responsibility of the CMAR pursuant to Paragraph 2.12, the Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit. Assuming the CMAR has performed all necessary and reasonable actions to obtain permits the CMAR is required to provide hereunder, the CMAR will not be liable for any delays related to obtaining permits and will be entitled to any cost or Schedule impacts related thereto so long as not caused by any acts, errors, or omissions of the CMAR.

3.7 Contract Documents

Unless otherwise specified, Owner shall provide electronic or hard copies of the Contract Documents to the CMAR as may be agreed to by the Owner and CMAR and without cost to the CMAR.

3.7.1 Electronic Documents. If the Owner requires that the Owner, Engineer, and CMAR exchange documents and data in electronic or digital form, before any such exchange the Owner, Engineer, and CMAR will agree on a written protocol governing

all exchanges which, at a minimum, must specify: (1) the definition of documents and data to be accepted in electronic or digital form or to be transmitted electronically or digitally; (2) management and coordination responsibilities; (3) necessary equipment, software, and services; (4) acceptable formats, transmission methods, and verification procedures; (5) methods for maintaining version control; (6) privacy and security requirements; and (7) storage and retrieval requirements. Except as otherwise agreed to by the Parties in writing, the Parties will bear their own costs as identified in the protocol. In the absence of a written protocol, use of documents and data in electronic or digital form will be at the sole risk of the recipient.

3.8 **Owner's** Representative

The **Owner's authorized representative** will be fully acquainted with the Project and will **have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice.** If the Owner changes its representative or the **representative's** authority as listed above, the Owner will immediately notify the CMAR in writing.

3.9 **Owner's Cutting and** Patching

Cutting, patching, or altering the Work by the Owner or Others may be done with the prior written approval of the CMAR, which approval will not be unreasonably withheld. CMAR will make all reasonable efforts to coordinate with the Authority to limit impacts from CMAR Work to other construction and operational activities by the Authority or Others.

3.10 **Owner's** Right to Clean Up

In case of a dispute between the CMAR and Others regarding respective responsibilities for cleaning up at the Worksite, the Owner may implement appropriate cleanup measures after **2 days'** notice and allocate the cost among those responsible during the following pay period.

3.10.1 Cost of Correcting Damaged or Destroyed Work. Regarding damage or loss attributable to the acts or omissions of the Owner or Others and not to the CMAR, the Owner may either (a) promptly remedy the damage or loss or (b) accept the damage or loss or (c) request the CMAR to remedy the damage or loss and compensate the CMAR for such costs and associated Schedule impacts.

3.10.2 Adjustment. If the CMAR incurs additional costs or is delayed due to such loss or damage, the CMAR will be entitled to an equitable adjustment in the Phase II **Construction Price estimated Cost of the Work, CMAR's Fee, Date of Substantial Completion, or Date of Final Completion** and, if appropriate, the Compensation for Preconstruction Services.

3.11 Submittals

The Owner will review submittals with reasonable promptness to avoid causing delay. Owner will direct Engineer to respond to any submittals requiring Engineer's review for consistency with plans and specifications and will cause the Engineer to respond to such submittals and to either approve or reject the same no later than 21 days following Engineer's receipt of same, unless an earlier or later response deadline is provided elsewhere in the Contract Documents.

3.12 Access

The Owner will provide the CMAR and its Subcontractors and Materials Suppliers at all tiers with appropriate physical and legal access to the Project Site and other areas necessary for the proper and timely performance and completion of the Work.

ARTICLE 4 — Subcontracts

4.1 Subcontractors

The Work not performed by the CMAR with its own forces will be performed by Subcontractors. CMAR will issue all subcontracts on a lump-sum cost basis unless the Owner has given prior written approval of a different method of payment to the Subcontractor.

4.2 Award of Subcontracts and Other Contracts for Portions of the Work

4.2.1 As soon after the execution of this Agreement as possible, the CMAR will provide the Owner and, if directed, the Engineer with a written list of the proposed Subcontractors and significant Material Suppliers. If the Owner has a reasonable objection to any proposed Subcontractor or Material supplier, the Owner will notify the CMAR in writing. Failure to promptly object will constitute acceptance. The CMAR will secure Subcontractors in accordance with the Subcontractor Procurement Plan.

4.2.2 If the Owner has reasonably and promptly objected as provided in Subparagraph 4.2.1, the CMAR will not contract with the proposed Subcontractor or Material Supplier, and the CMAR will propose another acceptable to the Owner. If the substituted Subcontractor or Material Supplier is more or less expensive or use of such Party will result in a change in the Contract Time, the Owner will execute an appropriate Change Order that will reflect any increase or decrease in the Phase II Construction Price or Dates of Substantial or Final Completion because of the substitution.

4.2.3 The CMAR agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Subcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the **Subcontractors' and Material Suppliers' portions of the Work.**

4.2.4 The CMAR is responsible for ensuring Subcontractor compliance with Applicable Law, including applicable registration and reporting requirements.

4.3 Contingent Assignment of Subcontracts

4.3.1 If this Agreement is terminated for cause in accordance with Paragraph 10.1 hereof, CMAR will assign each subcontract agreement to the Owner, subject to the prior rights of any surety, provided that the Owner accepts such assignment after termination by notifying the Subcontractor, Material Supplier, and CMAR in writing, and assumes all rights and obligations of the CMAR pursuant to each subcontract agreement.

4.3.2 If the Owner accepts such an assignment, and the Work has been suspended **for more than 30 consecutive days, following termination, the Subcontractor's** compensation will be equitably adjusted because of the suspension.

ARTICLE 5 — Time

5.1 Performance of the Work

5.1.1 Date of Commencement. Unless otherwise provided to the contrary in the Agreement or other Contract Documents, the Date of Commencement of the Preconstruction Phase Services is the date of issuance of a Notice to Proceed for the same in accordance with Paragraph 2.1 of the Agreement. Unless otherwise provided to the contrary in the Agreement, the Date of Commencement of the Construction Phase Services is the date construction of those services commence following issuance of a NTP by the Owner for some or all the Work covered by such Construction Phase Services as described in a Phase II Construction Price Amendment executed by the Owner or the CMAR for the same. The Work will proceed in general accordance with the Schedule of Work as such Schedule may be amended from time to time, subject to other provisions of this Agreement. The Schedule is subject to allowable adjustments in the Contract Time as permitted herein or in the other Contract Documents.

5.1.2 Substantial/Final Completion. Unless the Parties agree otherwise, the Date of Substantial Completion or the Date of Final Completion will be established in the Phase II Construction Price Amendment, subject to adjustments as provided for in the Contract Documents. If a Phase II Construction Price is not established and the Parties desire to establish a Date of Substantial Completion or Date of Final Completion, it will be set forth via Amendment.

5.1.3 Time limits stated above are of critical importance to this Agreement.

5.1.4 The CMAR will not knowingly commence the Work before the effective date of the insurance to be provided by the CMAR and Owner as required by the Contract Documents.

5.2 Schedule of the Work

5.2.1 The CMAR will submit an initial and updated Project Construction Schedule to the Owner in the form and within the time limits acceptable to the Owner. The Owner will determine the acceptability of the initial and updated Project Construction Schedule within a reasonable period of time. If the Owner deems the Project Construction Schedule unacceptable, it will specify in writing to the CMAR the basis for its objection.

5.2.2 The initial and updated Project Construction Schedule will represent a practical plan to complete the Work within the Contract Time. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by the Owner to be practical.

5.2.3 The CMAR will **use the Critical Path Method ("CPM" or "Critical Path")** to schedule and manage the Work. The CMAR will create and manage the Schedule. If the CMAR does not have staff capable of preparing and managing CPM Schedules, the CMAR will obtain such qualified personnel on a subcontract basis for supporting the Contract.

5.2.4 All CPM scheduling will be performed using CPM precedence diagramming method (PDM) scheduling software such as Primavera Project Planner or an Owner or Engineer required platform with import capabilities commercially available and reasonably acceptable to the CMAR. The CMAR will submit all Schedules and associated reports to the Owner in digital (pdf) and native file or another specified format commercially available in the marketplace to allow the Owner and Engineer to complete the analysis and review of the Schedule.

5.3 Delays and Extensions of Time

5.3.1 If the CMAR is delayed at any time in the commencement or progress of the Work by Excusable Delay (as hereinafter defined), then, upon agreement of the Parties:

5.3.1.1 The Contract Time will be extended by Change Order for a reasonable time based on the impact of such delay or concurrent delays to the Critical Path of the Project Schedule.

5.3.1.2 Provided the CMAR has mitigated the effects of such delay (such as, by way of example and not of limitation, through rescheduling, resequencing, or other measures), the Phase II Construction Price will be adjusted to the extent reasonably necessary to compensate the CMAR for any increases in the Cost of the Work due to additional time to which the CMAR is entitled under this Paragraph 5.3.

Any adjustments made pursuant to Subparagraphs 5.3.1.1 or 5.3.1.2 are subject to limitations set forth in Article 7 hereof of these General Conditions and the provisions of Paragraphs 5.6 and 5.7 of these General Conditions. The CMAR will not be entitled to an adjustment in the Phase II Construction Price or the Contract Time for CMAR Delays.

5.4 Other Terms Defined

5.4.1 For purposes of the Contract, the following terms have the meanings indicated for each:

5.4.1.1 "CMAR Delay" means each day of delay to the completion of the Work to the extent such delay was caused by or within the control of the CMAR, and (a) actually causes a delay in the Critical Path of such Work, and (b) is not caused by an Excusable Delay, Force Majeure, or Owner Delay. Delays attributable to and within the control of a Contractor, Subcontractors of all tiers, Supplier, Architect, Engineer, Consultant, or other Party for whom the CMAR is responsible will be deemed to be CMAR Delay.

5.4.1.2 "Excusable Delay" means any act, omission, condition, event, or circumstance beyond the **CMAR's** reasonable control and due to no fault of the CMAR including, but not limited to, the **Owner's** suspension of the Work without **cause or the CMAR's suspension of the Work due to nonpayment, Owner Delay,** delays or impacts caused by or attributable to a third party, delay caused by or resulting from Differing Site Conditions, or a Force Majeure Delay.

5.4.1.3 "Force Majeure Delay" means any impact on the Work or delay to the completion of the Work which is not the result of Owner Delay, delay caused by Differing Site Conditions, or CMAR Delay and which is the result of any event of Force Majeure (as defined below).

5.4.1.4 "Force Majeure" means any conditions, occurrences, or acts of God, and not within the reasonable control of the CMAR, not constituting CMAR Delay, which impacts the Work or prevents or delays the CMAR from performing its obligations under the Contract, including without limitation any one or more of the following: **fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and CMAR.**

5.4.1.5 "Owner Delay" means a cost impact or each day of delay that actually impacts the completion of the Work and is caused by an act or omission of the Owner.

5.5 Claims / Modifications for Excusable Delays

If any delay to the Work is caused by Excusable Delay, any adjustments to time or Phase II Construction Price will be made in accordance with paragraph 5.3.

5.6 Construction General Conditions Costs

In the event of an Excusable Delay pursuant to which the CMAR, subject to consultation with and approval of the Owner, is entitled to an adjustment in the Contract Time in accordance with Paragraph 5.3.1 hereof but not otherwise, the CMAR will, subject to consultation with and approval of the Owner, be entitled to an equitable adjustment of the Phase II Construction General Conditions Costs, as negotiated between the Parties. The CMAR will, in the event of an occurrence likely to cause Excusable Delay, cooperate in good faith with the Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

5.7 Monitoring Progress and Costs

Following acceptance by the Owner of the Phase II Construction Price, the CMAR and the Owner will establish a process for monitoring costs against the Phase II Construction Price and actual progress against the Schedule of Work. The CMAR will provide written reports to the Owner at monthly intervals on the status of the Work, showing variances between costs and the Phase II Construction Price and actual progress as compared to the Project Construction Schedule, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

5.8 Owner Approval

Despite anything contained herein or in the other Contract Documents to the contrary, any decision by the Owner to approve (or disapprove) any requested adjustments in the Contract Time or the Phase II Construction Price (including any increase in the Construction General Conditions Costs) resulting from an Excusable Delay will be made by the Owner in its sole but good faith discretion. Any failure by the Parties to reach an agreement hereunder will not prejudice the **CMAR's** entitlement to price and Schedule relief otherwise provided and constitute a Claim for purposes of the dispute-related provisions in this Agreement.

ARTICLE 6 — Compensation

6.1 **CMAR's** Compensation for Preconstruction Phase Services

The Owner will **compensate the CMAR for the performance of the CMAR's** Preconstruction Phase Services in accordance with Paragraph 5.1.1 of the Agreement.

6.2 **CMAR's** Compensation for Early Work(s) Package(s)

Any Early Works compensation will be agreed to by the Parties pursuant to a separate written amendment to the agreement.

6.3 **CMAR's** Compensation for Construction Phase Services

The Owner will compensate the CMAR for Work performed and described in a Phase II Construction Price Amendment on the basis of either a Lump Sum Phase II Construction Price or Guaranteed Maximum Price, in each case as set forth in such Phase II Construction Price Amendment.

6.4 Contingencies and Allowances

Contingencies and Allowances, if any, and how and when they will be used will be set forth in the Phase II Construction Price Amendment.

ARTICLE 7 — Changes

Changes in the Work that are within the general scope of this Agreement may be accomplished, without invalidating this Agreement, by Change Orders, Owner Change Directives, and Field Orders.

7.1 Change Order

7.1.1 The CMAR may request, or the Owner may order changes in the Work or the timing or sequencing of the Work that impacts the Phase II Construction Price, where **applicable the estimated Cost of the Work and CMAR's Fee, the Date of Substantial Completion, and the Date of Final Completion**. All such changes in the Work must be formalized in a Change Order. Any such requests for changes in the Work will be processed in accordance with this Article 7.

7.1.2 The Phase II Construction Price will be adjusted only for Excusable Delay in accordance with and subject to the terms, conditions, and limitations set forth in paragraph 5.3 of these General Conditions.

7.2 Owner Change Directives and Field Orders

7.2.1 The Owner may issue a written Owner Change Directive directing a change in the Work prior to reaching agreement with the CMAR on the adjustment, if any, in the Phase II Construction Price or the Date of Substantial Completion or Date of Final Completion.

7.2.2 The Owner and the CMAR will negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Phase II Construction Price or the Contract Time arising out of Owner Change Directives. If the Owner and the CMAR are unable to reach agreement within 30 days, the issue will be elevated to the **CMAR's** management and the **Owner's** Representative for a determination. As the Work associated with the Owner Change Directive is performed, the CMAR will submit its costs for such Work with its Application for Payment and the CMAR will be paid for the

Work performed in accordance with the Phase II Contract Price Amendment. The Owner will prepare an Owner Change Directive, utilizing the **Owner's** available funds, for any undisputed portion of the costs. Contingency funds may only be used for Owner Change Directives upon written agreement of the Parties.

7.2.3 When the Owner and the CMAR agree upon adjustments in the Phase II Construction Price, the Date of Substantial Completion, or Date of Final Completion for a change in the Work directed by an Owner Change Directive, such agreement will be documented in a Change Order.

7.2.4 The Owner may authorize Field Orders. Such Field Orders will be binding on the Owner and on the CMAR, which will perform the Work involved promptly. If the CMAR believes that a Field Order justifies an adjustment in the Phase II Construction Price or Contract Times or both, then the CMAR will submit a Change Proposal as provided in Subparagraph 7.3.3.

7.3 Determination of Cost

7.3.1 An increase or decrease in the Phase II Construction Price established in a Phase II Construction Price Amendment (whether based on a GMP or Lump Sum Phase II Construction Price) or changes to the Project Construction Schedule or the Schedule/Contract Time resulting from a change in the Work that affect the Phase II Construction Price will, in each case, be determined by one or more of the following methods:

7.3.1.1 Unit prices set forth in this Agreement or as subsequently agreed.

7.3.1.2 A mutually accepted, itemized Lump Sum, based on the Cost of the Work definition appearing in the Phase II Construction Price Amendment.

7.3.1.3 Cost of Work (as defined in the Phase II Construction Price Amendment) calculated on a basis agreed upon by the Owner and the CMAR, **plus CMAR's Fee.**

7.3.1.4 If the parties cannot agree to an increase or decrease as set forth in Clauses .1 through .3 above, and the Owner issues an Owner Change Directive, the cost of the change in the Work will be determined by the reasonable actual expense and savings of the performance of the Work resulting from the change. Where applicable, if there is a net increase or **decrease in the GMP, the CMAR's Fee** will be adjusted accordingly. The CMAR shall maintain a documented, itemized accounting evidencing the expenses and savings.

7.3.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the Parties, but the character or quantity of such unit items as originally contemplated is so different in a proposed Change Order that the original unit prices

will cause substantial inequity to the Owner or the CMAR, such unit prices will be equitably adjusted.

7.3.3 If the Owner and the CMAR disagree as to whether work required by the Owner is within the Scope of the Work, the CMAR shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the **Owner's interpretations**. Any such disagreement will be resolved in accordance with Article 11.

ARTICLE 8 — Payment

8.1 Schedule of Values

Concurrently with the CMAR's preparation and delivery to the Owner of any cost model or progressive cost model as required for the Phase I Preconstruction Services Scope of Work through and including the date on which a Phase II Construction Price Amendment for any portion of the Work is executed by the CMAR, the CMAR shall prepare and submit to the Owner and, if directed, the Engineer, a Schedule of Values apportioned to the various divisions or phases of the Work in increasing level of detail. At the time a Phase II Construction Price Amendment is executed for the Work or any portion thereof, each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Phase II Construction Price for such Work or portion thereof.

8.2 Progress Payments for Preconstruction Phase Services

Progress Payment for Preconstruction Phase Services will be made in accordance with Paragraph 6.1 of the Agreement.

8.3 Progress Payments for Construction Phase Services

Applications for Payment for Construction Phase Services will be submitted by the CMAR to the Owner and the same paid, in each case in accordance with and subject to the terms and provisions of this Article 8, the Phase II Construction Price Amendment, and other applicable provisions of the Agreement and other Contract Documents.

8.3.1 Applications. The CMAR shall submit to the Owner and, if directed, its Engineer a monthly application for payment for Construction Phase Services no later than the 30th day of the calendar month for the preceding month; **the CMAR's** applications for payment will be itemized and supported by the **CMAR's** Schedule of Values and any other substantiating data as required by these General Conditions and the other Contract Documents. Payment applications must include payment requests on account of properly authorized Change Orders or Owner Change Directives. The Owner shall pay amounts not in dispute and otherwise due no later than 30 days after the CMAR has submitted a complete and accurate payment application. The Owner may deduct from any progress payment amounts as may be retained pursuant to Subparagraph 8.3.3 below, as well as amounts in dispute.

8.3.2 Lien Waivers and Affidavits. If requested by the Owner, as a prerequisite **for payment, but subject to the CMAR's receipt of payment, the CMAR shall provide** partial conditional payment lien waivers in the amount of the application for payment and affidavits from its Subcontractors and Material Suppliers for the Work completed during the period covered by the current application for payment and partial unconditional payment lien waivers from the CMAR and all Subcontractors and Material Suppliers paid from the previous **month's** application payment. In no event will the CMAR be required to sign an unconditional waiver of lien or claim, either partial or final, prior to receiving payment nor will the CMAR be required to execute or deliver any lien waiver for the Work not covered by such lien waiver or in an amount more than what it has been paid.

8.3.3 Retainage. Unless otherwise specified in the Phase II Construction Price Amendment, Owner will make progress payments in an amount equal to ninety-five percent (95%) of Work completed and materials and equipment not incorporated in the Work in place but delivered and suitably stored on Site, less in each case the aggregate of payments previously made. Owner will hold the remaining five percent (5%) as retainage.

8.3.4 Stored Materials and Equipment. Unless otherwise provided in the Contract Documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored on-site or off-site, including applicable insurance, storage, and costs incurred transporting the materials to an off-site storage facility. Approval of payment applications for stored materials and equipment stored off-site will be conditioned on submission by the CMAR of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, **the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein**, including transportation to the Worksite.

8.4 Adjustment of **CMAR's** Payment Application

The Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the CMAR is responsible therefor under the Agreement:

8.4.1 **The CMAR's failure to perform the Work as required by the Contract Documents.**

8.4.2 Loss or damage arising out of or relating to this Agreement and caused by the CMAR to the Owner or Others to whom the Owner may be liable.

8.4.3 **The CMAR's failure to properly pay Subcontractors and Material Suppliers** following receipt of such payment from the Owner.

8.4.4 Defective Work not corrected in a timely fashion.

8.4.5 Reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Dates of Substantial or Final Completion.

8.4.6 Reasonable evidence demonstrating that the unpaid balance of the Phase II Construction Price is insufficient to fund the cost to complete the Work.

8.4.7 Third-party claims involving the CMAR or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the CMAR furnishes the Owner with adequate security in the form of a surety bond, letter of credit or other collateral or commitment sufficient to discharge such claims if established.

8.4.8 Owner will promptly pay all applications for payment **as provided in Florida's Prompt Payment Act** codified in Part VII of Chapter 218, Florida Statutes.

8.5 Acceptance of Work

Neither the Owner's payment of progress payments nor its partial or full use or occupancy of the Project constitutes acceptance of Work not complying with the Contract Documents.

8.6 Payment Delay

If for any reason, not the fault of the CMAR, the CMAR does not receive a progress payment from the Owner in accordance with the Agreement and Phase II Construction Price Amendment, the CMAR, upon giving the Owner such written notice, if any, as specified in the Phase II Construction Price Amendment, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to the CMAR has been received, including interest from the date payment was due in accordance with the Agreement and Phase II Construction Price Amendment.

8.7 Substantial Completion

8.7.1 The CMAR shall notify the Owner and, if directed, its Engineer when it considers Substantial Completion of the Work or a designated portion to have been achieved. The Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or utilized for its intended use by the Owner without excessive interference in completing any remaining unfinished Work by the CMAR. If the Owner determines that the Work or designated portion has not reached Substantial Completion, the Owner, with the assistance of its Engineer, shall promptly compile a list of items to be completed or corrected so the Owner may occupy or utilize the Work or designated portion for its intended use. The CMAR shall promptly complete all items on the list.

8.7.2 When Substantial Completion of the Work or a designated portion is achieved, the CMAR shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of the Owner and the CMAR for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion will be **submitted by the CMAR to the Owner and, if directed, to its Engineer for the Owner's** written acceptance of responsibilities assigned in the Certificate.

8.7.3 Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the earlier of (a) the date of Substantial Completion of the Work or a designated portion, and (b) the date the Owner takes beneficial use of the Work or a designated portion of the Work.

8.8 Partial Occupancy or Beneficial Use

8.8.1 The Owner may occupy, or use completed or partially completed portions of the Work, beneficially when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. The CMAR will not unreasonably withhold consent to partial occupancy or use. The Owner will not unreasonably refuse to accept partial occupancy. The CMAR will be entitled to a Change Order if the **Owner's** partial use or occupancy of completed or partially completed portions of the Work adversely impacts completion of other portions of the Work through no fault of the CMAR.

8.9 Final Completion and Final Payment

8.9.1 Upon notification from the CMAR that the Work has reached Final Completion and is ready for final inspection and acceptance, the Owner, with the assistance of its Engineer, shall promptly conduct an inspection to determine if the Work has reached Final Completion and is acceptable under the Contract Documents.

8.9.2 When the Work has reached Final Completion, the CMAR shall prepare for the **Owner's acceptance a final application for payment stating that to the best of the CMAR's knowledge, and based on the Owner's inspections, the Work has reached Final Completion** in accordance with the Contract Documents.

8.9.3 Final Payment will occur following **approval of the Authority's Board** after CMAR submits the following to the Authority:

8.9.3.1 An affidavit declaring any indebtedness connected with the Work, e.g., payrolls or invoices for materials or equipment, to have been paid, satisfied, or to be paid with the proceeds of Final Payment, so as not to **encumber the Owner's property.**

8.9.3.2 As-built Drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents.

8.9.3.3 Release of any lines, conditioned on Final Payment being received.

8.9.3.4 Consent of any surety, if applicable.

8.9.3.5 Any outstanding known and unreported accidents or injuries experienced by the CMAR or its Subcontractors at the Worksite.

8.9.4 If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of the CMAR, the Owner shall pay the balance due for portion(s) of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount prior to payment, the CMAR shall submit to the Owner and, if directed, the Engineer the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment will not constitute a waiver of claims, but otherwise will be governed by this Paragraph 8.9.

8.9.5 Claims not reserved in writing with the making of Final Payment will be waived except for claims relating to liens or similar encumbrances, warranties, and Defective Work.

8.9.6 Acceptance of Final Payment. Unless the CMAR provides written identification of unsettled claims with an application for Final Payment, its acceptance of Final Payment constitutes a waiver of such payment claims.

8.10 Late Payment

Payments due but unpaid will bear interest at the maximum amount allowed by law from the date payment is due until paid unless otherwise specified in the Phase II Construction Price Amendment.

ARTICLE 9 — Indemnity, Insurance, Waivers, and Bonds

9.1 Indemnity

9.1.1 CMAR shall indemnify and hold harmless Owner and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, **reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct** of the Contractor and persons employed or utilized by Contractor in the performance of the construction contract.

9.1.2 Notwithstanding any provision or term to the contrary herein, under no

circumstances will either Party be liable to the other for any consequential, incidental, special, or punitive damages.

9.2 **CMAR's** Insurance

CMAR shall provide insurance as set forth in Exhibit F of the Agreement.

9.3 Bonds

CMAR shall provide payment and performance bonds or other forms of substitute security, as set forth in Exhibit F of the Agreement.

ARTICLE 10 — Suspension, Notice to Cure, and Termination of the Agreement

10.1 Suspension

10.1.1 The Owner may suspend Work at any time and, without cause, suspend the Work or any portion thereof for a period of not more than 60 consecutive days or in the aggregate more than 90 days in the aggregate by notice in writing to the CMAR and the Engineer, which shall fix the date on which Work will be resumed. The CMAR shall resume the Work on the date so fixed.

10.1.2 The CMAR will be allowed an increase in the Phase II Construction Price or an extension of the Contract Time, or both for costs directly attributable to any suspension (but not lost profits) according to the provisions of Articles 5 and 7.

10.1.3 If the CMAR fails to correct Defective Work as required by Paragraphs 2.5 and 2.6 herein or fails to perform the Work in accordance with the Contract **Documents, the Owner or Owner's Representative may direct the CMAR to stop the Work, or any portion thereof, until the cause for such order has been eliminated by the CMAR. The CMAR will not be entitled to any adjustment of Contract Time or Phase II Construction Price because of any such order. The Owner and Owner's Representative have no duty or responsibility to the CMAR or any other Party to exercise the right to stop the Work.**

10.2 Owner Termination

10.2.1 Owner Termination for Cause. The Owner May Terminate Agreement upon the occurrence of any one or more of the following events:

10.2.1.1 If the CMAR is adjudged bankrupt or insolvent.

10.2.1.2 If the CMAR makes a general assignment for the benefit of creditors.

10.2.1.3 If a trustee or receiver is appointed for the CMAR or for any of the

CMAR's property.

10.2.1.4 If the CMAR files a petition to take advantage of any **debtor's** act, or to reorganize under bankruptcy or similar laws.

10.2.1.5 If the CMAR fails to perform the Work in accordance with the Contract, including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress Schedule established and adjusted in accordance the Contract Documents.

10.2.1.6 If the CMAR, without justification, repeatedly fails to make timely payments to Subcontractors or Material Suppliers for labor, materials, or equipment.

10.2.2 The Owner may, without prejudice to any other right or remedy, serve written notice upon the **CMAR and the CMAR's surety of the Owner's intention to terminate the Contract** for any breach set forth in this Paragraph 10.2. Said notice to contain the reasons for such intention to terminate the Contract and provide that unless within 30 days after the service of such notice all such violations have been corrected and remedied, the Contract will cease and terminate, and the CMAR will be excluded from the site. In such case, the CMAR will not be entitled to receive any further payment until the Work is finished by Others. Owner may extend the time for correction if CMAR demonstrates diligence in remedying the violations and the nature of the alleged reason for termination is not capable of being corrected or remedied within 30 days.

10.2.3 In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the CMAR, and the surety shall have the right to take over and perform the Contract, provided, however, that if the surety, within 30 days after the serving upon it of a notice of termination, does not give the Owner written notice of their intention to take over and perform the Contract, or does not commence performance thereof within 30 days from the date of serving said notice, Owner may take possession of the Work incorporate in the Work all materials and equipment stored at the site or for which Owner has paid the CMAR but which are stored elsewhere that were intended to be incorporated into the Work, and finish the Work as Owner may deem expedient for the account and at the expense of the CMAR. **The CMAR's surety** will be liable to the Owner for any excess costs or other damage occasioned the Owner thereby. If the unpaid Balance of the Phase II Construction Price exceeds the direct and indirect costs of completing the Work, including but not limited to, compensation for additional professional services and all costs generated to insure or bond the Work of substituted Contractors or Subcontractors utilized to complete the Work, such excess will be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the Owner promptly upon demand; on failure of the CMAR to pay, the surety shall pay on demand by Owner. Any portion of such difference not paid by the CMAR or surety within 30 days following the mailing of a demand for such costs by the Owner will earn interest rate authorized by State law.

Owner's Representative will verify such costs incurred by the Owner and incorporate them in a Change Order, but in finishing the Work, the Owner will have the obligation to mitigate its damages, but not be required to obtain the lowest figure for the Work performed. Any dispute under this paragraph will be addressed in accordance with Article 11 of these General Conditions.

10.2.4 Where the **CMAR's** services have been terminated by the Owner, the termination will not affect any rights of the Owner against the CMAR then existing or which may thereafter accrue. Any retention or payment of monies due the CMAR by the Owner will not release the CMAR from liability.

10.2.5 The Owner may terminate the Agreement for convenience in accordance with Paragraph 10.3 hereof. In the event of such termination for convenience, Owner will compensate **CMAR for the portion of the CMAR's Preconstruction or Construction Phase Services**, if any, performed to the date of such termination, but the CMAR will not be entitled to compensation for Work not performed.

10.3 Owner Termination for Convenience. Upon **7 days'** written notice to the CMAR, the Owner may, without cause and without prejudice to any other right or remedy of the Owner, terminate the Contract for convenience. In such case, the CMAR will be paid for (without duplication of any items):

10.3.1 Work executed in accordance with the Contract Documents prior to the effective date of termination, including CMAR Fee for Construction General Conditions Costs on such Work, as applicable.

10.3.2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for Construction General Conditions Costs and CMAR Fee thereon.

10.3.3 Other reasonable expenses directly attributable to termination, including demobilization costs, cancellation charges and fees, and costs incurred to prepare a termination for convenience cost proposal and cancellation costs related to material and equipment subcontracts.

10.3.4 The amount of profit, if any, on such uncompleted Work agreed to by the Owner and the CMAR as set forth in the Phase II Construction Price Amendment for Construction Phase Services. Unless mutually agreed to by the Owner and the CMAR in a written amendment to the Agreement, no profit on uncompleted Work for Preconstruction Phase Services will be due or payable for any termination for convenience exercised by the Owner or the CMAR during the Preconstruction Services Phase in accordance with the Contract Documents.

10.4 CMAR Suspension or Termination

If, through no act or fault of the CMAR, the Work is suspended for a period of more than 90 days in the aggregate by the Owner or under an order of court or other public authority, or the Owner fails to pay within 45 days to the CMAR any undisputed amounts due, or Owner breaches any other material provision of the Agreement and the same is not cured within 30 **days following the Owner's receipt of written notice thereof** from the CMAR, then the CMAR may, upon 20 days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed and any expense sustained plus reasonable termination expenses, provided the Owner does not remedy such suspension or failure within that time. In addition, and in lieu of terminating the Contract, if the Owner has failed to make any payment undisputed amounts according to the timeframes described above, the CMAR may, upon 20 days written notice to the Owner, stop the Work until payment of all amounts then due.

ARTICLE 11— Claims and Dispute Resolution

11.1 General

- 11.1.1 Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and CMAR, regarding the Work and modifications or changes to the Work. Disputes may involve interpretation of Contract Documents, acceptability of the Work, costs, and time for performance.
- 11.1.2 The procedures specified herein are the sole and exclusive procedures for the resolution of disputes between Owner and CMAR arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Article 11.
- 11.1.3 All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Article 11 are pending. The Parties will take such action, if any, required to effectuate such tolling.
- 11.1.4 In the event any dispute occurs under this Contract which cannot be readily resolved, it will be referred to the appropriate executives of Owner and CMAR for negotiation and resolution as described below.
- 11.1.5 At all times during the course of any process under this Article 11, CMAR shall continue with the Work as directed, in a diligent manner and without delay, shall conform **to Owner's decisions or orders**.

11.2 Notice

- 11.2.1 *Notice:* CMAR shall deliver written notice to Owner regarding each claim, dispute, or other matter as follows.

- a. The notice must state the general nature of the matter.
- b. CMAR shall deliver the notice immediately, but in no event later than 10 days after the start of the event giving rise to the matter.
- c. CMAR shall provide the amount or extent of the claim, dispute, or other matter with supporting data and shall deliver it to Owner within 30 days after the start of such event unless Owner allows additional time for CMAR to submit additional or more accurate data in support of such claim, dispute, or other matter.
- d. Along with its claim CMAR shall provide a written statement that the adjustment claimed is the entire adjustment to which CMAR believes it is entitled as a result of said event.
- e. **In its claim CMAR must provide justification for each line item of CMAR's claim including specifying the section of the terms and conditions which provides an entitlement to the claim.**

11.2.2 *Owner's Decision:* Owner will render a formal decision in writing within 60 days after receipt of the last submittal of CMAR, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and CMAR unless CMAR takes an appeal from Owner's decision within the time limits and in accordance with the dispute resolution procedures set forth in this Article 11.

11.3 Step Negotiations

Each party must give the other party written notice of any dispute not resolved in the normal course of business.

- 11.3.1 *Step 1:* Management personnel of both parties at level one step above the project personnel who have not previously been involved in the dispute will meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
- 11.3.2 *Step 2:* If the matter has not been resolved, then executive staff of both parties at levels one step above the personnel who have been previously been involved in the dispute will meet at a mutually acceptable time and place within 10 days after delivery of such notice and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.
- 11.3.3 *Step 3:* If the matter has not been resolved by these persons within 30 days from the referral of the dispute to executives or if no meeting of executives has taken place within 15 days after such referral, either party may initiate mediation as provided below.
- 11.3.4 To the extent allowed by law, all negotiations, settlement agreements and

other written documentation under this Paragraph 11.3 are confidential and will be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

11.4 Mediation

If the dispute has not been resolved by negotiation as provided in Paragraph 11.3 above, the parties shall endeavor to settle the dispute by mediation. Either party may initiate a mediation proceeding by a request in writing to the other party, thereupon; both parties must engage in mediation as follows.

- 11.4.1 The proceeding will be conducted at **Owner's** headquarters unless otherwise agreed by the parties.
- 11.4.2 Owner shall provide a list of at least three mediators from which CMAR shall choose. If the parties cannot agree on a mediator within 5 days after the Owner provides the list of mediators, then the Owner will request that the American Arbitration Association (AAA) send a list and resumes of three available mediators with construction industry experience to the Parties. Each party will then strike one name, and the remaining person will be appointed as the mediator. If more than one name remains, either because one or both Parties have failed to respond to the **AAA's Administrator** within 5 days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the **AAA's Administrator** will choose the mediator from the remaining names within 5 days.
- 11.4.3 Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: (a) a written settlement is reached, or (b) the mediator concludes and informs the parties in writing that further efforts would not be useful, or (c) the parties agree in writing that an impasse has been reached. Neither party may withdraw before the conclusion of the proceeding.
- 11.4.4 The parties regard the obligation to mediate as an essential provision of this contract and one that is legally binding on them. If either party violates this obligation, the other party may bring an action to seek enforcement of it in court.

11.5 Litigation

- 11.5.1 If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 11.3 and 11.4 respectively within 60 days of the initiation of mediation, either party may initiate litigation upon 10 days written notice to the other party; provided, however, that if one party has requested the other

to participate in a nonbinding procedure, as provided for under this Article 11, and the other has failed to participate, the requesting party may initiate litigation before expiration of the 60 day period.

11.5.2 All actions or proceedings arising in connection with the Contract will be tried and litigated exclusively in the state and federal courts located in the state of Florida, having jurisdiction in Sarasota County. This choice of venue is mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to the Contract in any jurisdiction other than that specified in this paragraph. CMAR waives any objections to venue or jurisdiction in Sarasota County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to the Contract.

11.5.3 Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. Neither the Authority nor CMAR will seek to consolidate any action or proceeding in which trial by jury has been waived with any other action or proceeding in which a jury trial cannot be or has not been waived.

11.6 Auditing of Claims

All claims filed by CMAR are subject to audit at any time following the filing of the claim whether or not the claim is the subject of litigation. The audit and review of records may be performed by Owner or its consultants. Such right of audit will include the records of CMAR and its Design Subconsultants, Subcontractors and Suppliers. The audit may begin on 10 **days'** notice to CMAR, Design Subconsultants, Subcontractors, or Suppliers. CMAR shall cooperate and will require its Design Subconsultants, Subcontractors and Suppliers to cooperate with the auditors and provide such information and records as are necessary for analysis of the claim.

11.7 Costs for Dispute Resolution

Each party will bear its own costs, including but not limited to **attorney's** fees, incurred as a result of any claim process and dispute resolution process contained in this Article 11. Despite **the above, Owner will have the right to recover its costs, including attorney's fees, to the extent that these General Conditions provides Owner with such right.**

END OF GENERAL CONDITIONS

Exhibit F

Bonds and Insurance Requirements
CMAR Agreement for Peace River Regional Reservoir No. 3 (PR3) Pumping and
Conveyance Facilities

1.1. *Performance, Payment, and Other Bonds*

- A. When CMAR delivers the executed Agreement to Owner, CMAR shall deliver to Owner an updated letter from CMAR's **surety or sureties verifying that** CMAR has bonding capacity of \$150 million available for this Project. Upon execution of a Phase II Construction Price Amendment, CMAR shall furnish a performance and payment Bond as security for the faithful performance and payment of all CMAR's obligations to furnish, provide and pay for the Work. The Performance Bond shall remain in effect at least until two (2) year after Final Completion except as provided otherwise by Applicable Laws.
- B. All Bonds must be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Bureau of the Fiscal Service, Surety Bond Branch, U.S. Department of the Treasury. Additionally, the surety shall:
 - 1. hold a certificate of authority authorizing it to write surety bonds in Florida
 - 2. have twice the minimum surplus and capital required by the Florida insurance code at the time of the Effective Date of the Agreement;
 - 3. be in compliance with the provisions of the Florida insurance code;
 - 4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
 - 5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- C. All Bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- D. If the surety on any Bond furnished by CMAR is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements provided in this exhibit, CMAR shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of this exhibit.

1.2 *Licensed Sureties and Insurers*

All Bonds and insurance required by the Contract Documents to be purchased and maintained by CMAR must be obtained from surety or insurance companies that are duly licensed or authorized to conduct business in the state of Florida. In addition, such sureties and insurance companies shall have an A.M. Best company rating of "A -" or better.

1.3 *Certificates of Insurance*

- A. On or before the Effective Date of the Agreement, CMAR shall furnish and deliver to Owner, with copies to each additional insured and loss payee, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which CMAR is required to purchase and maintain.
- B. Failure of Owner to demand such certificates or other evidence of CMAR's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of CMAR's obligation to maintain such insurance.
- C. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect CMAR.
- D. The insurance and insurance limits required herein shall not be deemed as a limitation on CMAR's liability under the indemnities granted to Owner and others in the Contract Documents.

1.4 *CMAR's Insurance*

- A. CMAR shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from CMAR's performance of the Work and CMAR's other obligations under the Contract Documents, whether it is to be performed by CMAR or any other CMAR-Related Entity:
 - 1. Claims **under workers' compensation, disability benefits and other similar employee benefit acts**;
 - 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CMAR's employees;
 - 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CMAR's employees;
 - 4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CMAR, or (ii) by any other person for any other reason;
 - 5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- B. The policies of insurance required by paragraph 1.04.A shall:
1. With respect to insurance required by paragraphs 1.04.A.2 through 1.04.A.6 inclusive, be written on an occurrence basis and include as additional insureds, on a primary and non-contributory basis, Owner and Owner Indemnitees (subject to any customary exclusion in respect of professional liability), all of whom must be listed as additional insureds (through a blanket endorsement or otherwise) and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby. The endorsement for such additional insured status shall specifically include completed operations coverage for Owner and Owner Indemnitees;
 2. Include at least the specific coverages and be written for not less than the limits of liability provided in this exhibit or required by Applicable Laws, whichever is greater;
 3. Include contractual liability insurance covering CMAR's obligations under the Contract.
 4. Contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least thirty days' prior written notice has been given to Owner and each other additional insured to whom a certificate of insurance has been issued (and the certificates of insurance furnished by CMAR will so provide);
 5. Remain in effect at least until Final Completion and at all times thereafter when CMAR may be correcting, removing, or replacing defective Construction in accordance with the Contract; and
 6. Include completed operations coverage:
 - a. Such insurance shall remain in effect for five (5) years after Final Completion.
 - b. CMAR shall furnish Owner and each other additional insured to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at Final Completion and five (5) years thereafter.
- C. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 1.04.A, 1.04.B.1 and 1.04.B.2.

1.5 *Property Insurance*

- A. CMAR shall purchase and maintain property insurance upon Construction at the Site. Such

insurance is in the amount of the full replacement cost. Such insurance must:

1. include the interests of Owner, CMAR, and any other persons or entities identified as a loss payee, each of whom is deemed to have an insurable interest to the extent of their actual loss.
 2. **be written as a Builder's Risk Policy or equivalent form to cover all risks of direct** physical loss or damage to property insured, in the amount of not less than the full replacement cost and shall insure at least against the perils of fire, lightning, explosion, windstorm, and hail, smoke, wildfire, convective storm, aircraft (except aircraft, including helicopter, operated by or on behalf of named insured and vehicles), riot and civil commotion, theft, vandalism, malicious mischief, debris removal, demolition occasioned by enforcement of Applicable Laws, flood, earthquake, earth movement as defined by the **Builder's** Risk Policy, water damage, wind, testing if applicable, collapse, and damage resulting from defective design, workmanship, or material (LEG 2/96 or equivalent).
 3. include expenses incurred in the repair or replacement of any **Owner's** property (including **but not limited to fees and charges of Owner's Advisor**, Engineer, and Construction Manager);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Owner;
 5. include the hazards usually contained in a boiler and machinery policy, and any additional property insurance as may be required by Applicable Laws;
 6. remain in effect and not be excluded by a **"force majeure clause,"** whether in these General Conditions or otherwise; and
 7. be maintained in effect until Final Completion unless otherwise agreed to in writing by Owner and CMAR with thirty days written notice to each other person or entity that is identified as a loss payee.
- B. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by CMAR in accordance with this paragraph 1.05 will contain a provision or endorsement that the coverage afforded will not be canceled, renewal refused, or reduced in coverage or limits, until at least 30 days' prior written notice has been given to Owner and to each other loss payee.
- C. Owner is not responsible for purchasing and maintaining any property insurance to protect the interests of CMAR or any CMAR-Related Entity. The risk of loss within any deductible amount will be borne by CMAR or the CMAR-Related Entity suffering any such loss and if any

of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at their own expense.

1.6 *Insurance Amounts and Other Requirements*

- A. CMAR shall obtain and maintain the following insurance and shall deliver to the Owner certificates of insurance or other evidence acceptable to the Owner when CMAR executes **the Contract except that CMAR shall provide Builder's Risk Property insurance before commencing work on Phase II Construction Services.**
1. Workers Compensation. Coverage must cover all employees and DB-Related Entities with statutory limits in compliance with applicable state and federal laws. In addition, the policy must include the following:
 - a. **Employer's Liability with a minimum limit of \$1,000,000 per accident in accordance with statutory requirements.**
 - b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with thirty (30) days written notice of cancellation and/or restriction.
 - c. **CMAR must be in compliance with all applicable state and federal workers' compensation laws, including but not limited to, US Longshore and Harbor Workers Compensation Act, Jones Act, and Federal Employers Liability Act.**
 2. Commercial or Comprehensive General Liability. Coverage must include:
 - a. \$2,000,000 combined limit per occurrence for bodily injury, personal injury, and property damage.
 - b. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement, broad form property damage, explosion, collapse, **and underground hazard coverage and independent's coverage.**
 - c. Additional Insured. Owner must be specifically included as an additional insured.
 - d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with thirty (30) days written notice of cancellation and/or restriction.
 3. CMAR's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of CMAR:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate per Job	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
 4. Comprehensive Automobile Liability. Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
 - a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - b. Owned Vehicle.
 - c. Hired and Non-Owned Vehicles.

- d. Employee Non-Ownership.
 - e. Additional Insured. Owner must be specifically included as additional insured.
 - f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with thirty (30) days written notice of cancellation and/or restriction.
5. **CMAR's Property Insurance** CMAR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof.
- a. This insurance shall:
 - i. include the interest of Owner, CMAR, and the officers, directors, partners, employees, agents and other consultants and Subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
 - ii. **be written on a Builder's Risk** or Installation Floater, as appropriate **"all-risk" policy** form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage for, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Applicable Laws, water damage (other than that caused by flood) and such other perils or causes of loss as may be specifically required by the Contract;
 - iii. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 - iv. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work;
 - v. allow for partial utilization of the Work by Owner;
 - vi. include testing and startup; and
 - vii. be maintained in effect until Final Completion unless otherwise agreed to in writing by Owner and CMAR with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
 - b. CMAR shall be responsible for any deductible or self-insured retention.
6. **Excess or Umbrella Liability** This insurance shall protect CMAR, **CMAR-Related Entities**, Owner, and Owner Indemnitees as additional insureds, against claims in excess of the limits provided under workers' compensation and employers' liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits.
- a. General Aggregate \$20,000,000
 - b. Each Occurrence \$20,000,000

Exhibit G

Requirements For Projects Using Federal Funds

- A. Requirements provided in 2 CFR Part 200 Appendix II.** CMAR shall comply with and shall ensure that all CMAR-Related Entities comply with the following requirements as provided in 2 CFR Part 200 Appendix II.
- 1. Compliance with Air and Water Pollution laws.** CMAR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7571q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). CMAR shall notify the Authority of any violations under these laws that occur.
 - 2. Debarment and Suspension under System for Award Management (SAM).** CMAR represents and affirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded from receiving money from federal contracts, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. For more information see <https://sam.gov/content/exclusions>.
 - 3. No Lobbying.** CMAR shall comply with 31 U.S.C. 1352, as amended from time to time, which provides in part, “None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any Federal action. . .”
 - 4. Products Containing Recovered Materials.** CMAR shall comply with 2 CFR 300.323 which requires compliance with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. **Prohibited telecommunications and video surveillance services or equipment.** CMAR shall comply with 2 CFR 200.216 entitled, Prohibition on procurement of certain telecommunications and video surveillance services or equipment.
6. **Purchase of materials produced in the United States.** CMAR shall comply and shall require its subcontractors to comply with 2 CFR 200.322 concerning purchase of materials produced in the United States. Materials include but are not limited to iron, aluminum, steel, cement, and other manufactured products and are further defined in 2 CFR 200.322.
7. **Equal Employment Opportunity.** CMAR shall comply with 41 CFR 60-1.4(b) which is incorporated by reference in this contract. This federal regulation contains a number of requirements and prohibits discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
8. **Compliance with Davis-Bacon Act.** CMAR shall comply with the following provisions of the Davis-Bacon Act contained in 29 CFR § 5.5 (a)(1) – (10) and shall include the full text provided below in any subcontracts.

(1) ***Minimum wages.***

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CMAR and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(iv\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without

regard to skill, except as provided in [§ 5.5\(a\)\(4\)](#). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under [paragraph \(a\)\(1\)\(ii\)](#) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CMAR and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CMAR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CMAR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting

officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraphs \(a\)\(1\)\(ii\) \(B\) or \(C\)](#) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CMAR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CMAR does not make payments to a trustee or other third person, the CMAR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CMAR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CMAR to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) ***Withholding.*** The Authority 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 the CMAR under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CMAR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Authority may, after written notice to the CMAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

(i) Payrolls and basic records relating thereto shall be maintained by the CMAR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under [29 CFR 5.5\(a\)\(1\)\(iv\)](#) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CMAR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CMARs employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The CMAR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Authority for transmission to the United States Environmental Protection Agency (EPA). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under [29 CFR 5.5\(a\)\(3\)\(i\)](#), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. CMARs and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but

if the agency is not such a party, the CMAR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the CMAR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the CMAR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, [29 CFR part 5](#), the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, [29 CFR part 5](#), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, [29 CFR part 3](#);

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(B\)](#) of this section.

(D) The falsification of any of the above certifications may subject the CMAR or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CMAR or subcontractor shall make the records required under [paragraph \(a\)\(3\)\(i\)](#) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department

of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CMAR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CMAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to [29 CFR 5.12](#).

(4) *Apprentices and trainees* -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CMAR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event

the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in [29 CFR 5.16](#), trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) ***Compliance with Copeland Act requirements.*** The CMAR shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

- (6) **Subcontracts.** The CMAR or subcontractor shall insert in any subcontracts the clauses contained in [29 CFR 5.5\(a\)\(1\)](#) through [\(10\)](#) and such other clauses as the (write in the name of the Federal agency) 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 the contract clauses in [29 CFR 5.5](#).
- (7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the CMAR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
- (i) By entering into this contract, the CMAR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CMAR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or [29 CFR 5.12\(a\)\(1\)](#).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, [18 U.S.C. 1001](#).

- 10. Compliance with Contract Work Hours and Safety Standards Act.** **CMAR** shall comply and shall ensure that its subcontractors comply with 40 U.S.C. 3702 and 3704, and the following provisions as set forth in Department of Labor regulations 29 CFR 5.5(b) (1)-(4). As used in this paragraph the terms *laborers* and *mechanics* include watchmen and guards.

- (1) ***Overtime requirements.*** No contractor or 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 above in subparagraph (1) of this section the CMAR 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 above in subparagraph (1) of this section, in the sum of \$29 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 above in subparagraph (1) of this section.
- (3) ***Withholding for unpaid wages and liquidated damages.*** The Authority 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 CMAR 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 above in subparagraph (2) of this section.
- (4) ***Subcontracts.*** The CMAR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CMAR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this section.

B. Build America, Buy America Act requirements. If applicable, CMAR shall comply with and shall ensure that all CMAR-Related Entities comply with the requirements contained in the Build America, Buy America Act (“BABA”), Pub. L. No. 117-58, §§ 70901-70952 concerning iron, steel, manufactured products, and construction materials and shall ensure compliance with any applicable regulations adopted pursuant to BABA or submit and obtain waivers.

TAB C

PR3 Pumping and Conveyance Package 1A – Scope of Services – Fee - Schedule



Archer Western Contractors, LLC

A Member of the Walsh Group

November 17, 2023

Terri Holcomb
Peace River Manasota Regional Water Authority
Director of Engineering
9415 Town Center Parkway
Lakewood Ranck, FL 34202

RE: **PR3 Pumping and Conveyance Project
Construction Manager at Risk
Preconstruction Package 1A Services
Scope and Fee**

Dear Mrs. Holcomb,

Archer Western is delighted to have the opportunity to submit our scope and fee proposal for Preconstruction services associated with Package 1A of this critical infrastructure project. As Peace River Water Authority's Construction Manager at Risk, we look forward to being your trusted advisor and construction partner as we embark on this important journey together.

Please find attached the following documents for your review and use:

Exhibit A – Scope of Services for Package 1A
Exhibit B – Fee Table for Personnel for Package 1A
Exhibit C – Package 1A Task Schedule

We look forward to building a strong and lasting partnership with the Authority as we commence this crucial process of delivering the PR3 program to provide a sustainable source of clean water for generations to come. We are committed to delivering this project in the timeframe and budget goals the Authority has established. If you have questions, comments or concerns related to this proposal, please do not hesitate to contact me at (317) 790-9239.

Respectfully,

Robert E. Bruner, PE, DBIA, ENV SP
Program Manager, Water – Florida

Attachments:

Exhibit A – Scope of Services for Package 1A
Exhibit B – Fee Table for Personnel for Package 1A
Exhibit C – Package 1A Task Schedule



**Exhibit A – Scope of Services
Construction Manager at Risk
Preconstruction Package 1A Services
PR3 Pumping and Conveyance
Peace River Manasota Regional Water Authority
Arcadia, Florida**

GENERAL DESCRIPTION

The Scope of Services sets forth the services, activities and responsibilities that will be performed by Archer Western Construction, LLC, the Construction Manager (CMAR) and the Deliverables that will be provided by the CMAR pursuant to the Agreement. The terms contained in this Scope of Services shall have all the meanings set forth in the Agreement unless otherwise defined herein.

SCOPE OF SERVICES

The CMAR's scope of services shall include preconstruction services as required during the design phases of the Project as set forth herein. The CMAR shall continue to provide preconstruction services throughout the design phases of the Project as needed. The CMAR shall become an integral part of the Project Team that will participate in the coordination, the development, and the progress of the design and construction processes.

The CMAR shall provide the following preconstruction package 1A services:

TASK 1 – PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION

The CMAR shall provide a Project Management Plan to include written project procedures developed in cooperation with the Authority and the A/E firm to be used as a guide for the management and coordination of the Project, to ensure adherence to the project schedule and budget, and to be updated for each package of the Project. The CMAR will setup project specific accounting and filing systems for the Project. Monthly invoicing and reporting templates will be established. The CMAR will also create and operate an electronic project document control site for collaboration with the Authority and A/E firm.

Project administration shall include maintenance of the electronic project document control site, preparation of monthly invoices and creation & distribution of monthly status reports.

1.2 PROJECT MEETINGS

Kick Off Meeting - The CMAR will lead a project kick-off meeting with the Authority and the A/E firm to discuss the Project. This shall include an introduction of the CMAR team and responsibilities, discussion of Authority goals, reporting structure, meetings, Authority requirements, review preconstruction scope, review of electronic project document control site, and discussion of project schedule and budget. The CMAR will chair the meeting and document/distribute meeting minutes for all attendees.

Project Coordination Meetings - For the duration of the Package 1A, estimated at Six (6) months, the CMAR will attend coordination meetings with the Authority and A/E firm on an as needed basis but estimated to be bi-weekly.

1.3 RISK MANAGEMENT

The CMAR shall provide a Risk Management Plan that will evaluate and analyze the potential levels of risk on the various scopes of work and will be continuously evaluated as the design's progress. Throughout the review process, an action and decision log will be used and will help identify impacts to the schedule and budget.

1.4 QUALITY & SAFETY MANAGEMENT

The CMAR shall provide an outline for both safety and quality plans that will be further developed for the construction scope of work as the design progresses.

TASK 2 – WORKSHOPS

2.1 GENERAL ASSESSMENT

The CMAR will provide a general review of all scope, permitting, third-party coordination information and design documentation available from the Authority and A/E firm. This includes hard copy documents available onsite, and any electronic documents made available by the Authority and A/E firm (meeting minutes, survey, drawings, borings, as-builts).

The CMAR will Coordinate, plan and organize workshops as needed to support the successful implementation of PR3 program. At a minimum, these workshops will include:

2.2 LESSONS LEARNED EVALUATION (1 EA)

The CMAR will provide lessons learned to discuss from the recent and similar project in Texas, Lower Bois D'Arc program from the program manager perspective and CMARAR perspective to evaluate challenges encountered on that project that can be mitigated and successes encountered on that project that could be duplicated for the Authority.

2.3 VALUE ENGINEERING WORKSHOPS (3 EA)

The CMAR shall review with the A/E and Authority potential alternate systems, materials and methods of construction based on the design progression that could provide cost or schedule savings to the Authority.

2.4 CONSTRUCTABILITY WORKSHOPS (2 EA)

The CMAR shall review the A/E provided design documents and provide recommendations including:

- Constructability review and recommendations
- Sequence of Construction and Maintenance of Traffic, including phasing to minimize or eliminate interruption to Authority operations including development and involvement with Maintenance of Plant Operations (MOPOs)
- Provide options to gain efficiency in project delivery
- Advise on proposed site use and improvements, selection of materials and equipment; and

- Advise on availability of resources including labor and materials.

2.5 RISK WORKSHOPS (2 EA)

The CMAR will facilitate workshops to review the risk management plan and decisions/actions that need to be made to progress the design. This will include maintaining and updating the plan and log throughout.

2.6 SCHEDULE WORKSHOPS (3 EA)

The CMAR shall hold workshops to review the detailed schedule and discuss any opportunities and deficiencies in adhering to the schedule.

2.7 COST WORKSHOPS (2 EA)

The CMAR shall hold workshops to review the cost model created for the project with the Authority. During these workshops, the CMAR and Authority will evaluate the scoping and options relative to budget.

TASK 3 – SCHEDULING

3.1 SCHEDULING

Within thirty (30) days from the execution of this Agreement, the CMAR shall establish a detailed Schedule of the preconstruction services during the design phase of the Project with the concurrence of the Authority and the A/E firm. The CMAR is responsible for monitoring the schedule during the design phase of the Project, ensure that this schedule is updated, and advise the Authority of any deficiencies in adhering to this schedule by any party. This will include:

- Preliminary construction planning and scheduling
- Recommendations for accelerated procurement or phased construction
- Options for fast-track or accelerated scheduling
- Time requirements for procurement, installation, and construction
- Identification & tracking log for long lead items
- Identifying the critical path for regulatory agency approvals and permitting
- Coordination with existing utilities and facilities; and
- Staging and site utilization plan.

The scheduling software shall be Primavera Suretrack or equal as approved in writing by the Authority and shall be capable of Critical Path Method (CPM) scheduling, producing and coordinating logic developed network diagrams, and tabular reports.

3.2 SCHEDULE BEST PRACTICES

The CMAR will provide schedule best practices developed for the Lower Bois D'Arc program to potentially implement with the Authority.

TASK 4 – COST MODELING

4.1 GENERAL ASSESSMENT

The CMAR will provide an ongoing assessment of current market conditions at each design phase progression such as:

- Materials and equipment availability and lead times
- AIS and BABA material requirements, if funding applies
- Prioritizing any long lead items that may impact the schedule
- General and specialized labor availability
- Apprentice and Disadvantaged workforce evaluation, if funding applies
- Small Business Enterprise (SBE) Program evaluations, if funding applies
- Sub-trade workload evaluation
- Commodity market price variances

4.2 WTP EXPANSION ESTIMATE

The CMAR shall prepare and submit a conceptual estimate of the Authority's water treatment plant expansion project and provide review of the A/E firm's cost estimate.

4.3 RO PLANT ESTIMATE

The CMAR shall prepare and submit a conceptual estimate of the Authority's RO plant project and provide review of the A/E firm's cost estimate.

4.4 PR3 30% DESIGN COST MODELING (All Volumes)

The CMAR shall prepare, review and submit a cost model and estimate for the work contained in the construction phase of the Project. This detailed cost estimate will include assumptions, clarifications, pricing breakdown, reference documents, and other items requested by the Authority. The CMAR, A/E firm and the Authority will hold a meeting to review this submission in detail. The CMAR will subsequently address comments with regards to budget or pricing and continually update the model until approved by the Authority.

The cost model shall consist of:

- Cost of work in itemized detail
- General Conditions
- CMAR Fee (shall be applied to Cost of work and General Conditions)
- Insurance
- Bonds
- Project Contingency
- Alternative pricing options for scope deferrals

Items suitable for Owner Direct Purchase (ODP) will be identified by the CMAR, and the CMAR will prepare documentation and assist the Authority with acquisition of those items through the ODP process when appropriate.

TASK 5 – PRESENTATIONS

5.1 PRESENTATIONS AND PARTICIPATION (5 EA)

The CMAR will support the Authority's presentation needs for the Board and other stakeholder engagement needs for this Project. The CMAR will:

- Create a PowerPoint presentation using the Authority's template and messaging to address: project scope, VE and constructability solutions, cost model and scheduling
- Attend the meeting and document stakeholder input

The CMAR will coordinate and support Board engagement efforts and meet with individual stakeholders as needed to answer questions and make note of any concerns, and use this information during final planning to proactively address concerns where possible.

TASK 6 – ELECTRICAL MASTER PLAN COORDINATION

6.1 ELECTRICAL PLAN

The CMAR and its subcontractor will review the full scope of electrical scope of services provided by the A/E firms and Authority's operational needs to evaluate scope gaps or duplication of scope and present to the Authority a program level set of proposed recommendations.

6.2 ELECTRICAL REVIEW

The CMAR and its subcontractor will review with the Authority the full scope of electrical services and cost estimate and provide final input and recommendations for the A/E firms.

TASK 7 – PACKAGE 1B DEVELOPMENT

7.1 SCOPE DEVELOPMENT

The CMAR will develop a scope of work to be performed under Preconstruction Services Package 1B following completion of services included in Package 1A. Scope for 1B will be further defined during the execution of Package 1A.

PAYMENT

The CMAR will be paid on a Lump Sum basis pursuant to the fee schedule and rates set forth in Exhibit B – Package 1A Preconstruction Staffing Plan, provided that the amount of such payment shall not exceed the amount set forth in **\$1,251,899.73**, as modified by the Owner. This amount includes an owner's contingency of \$150,000, which will only be used when directed by the Authority in writing.

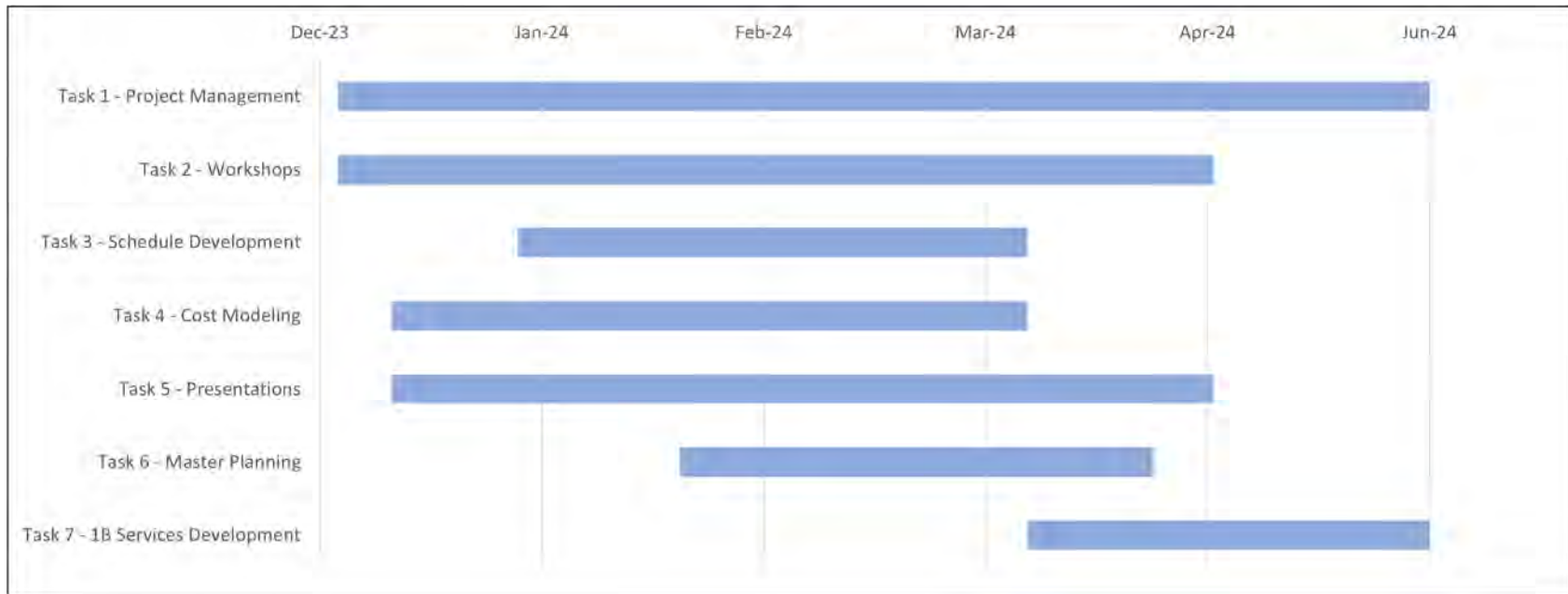
DELIVERABLES

- Project Management plan
- Data evaluation and reports
- Preliminary CPM construction schedule
- Constructability review and recommendations

- Construction Risk Analysis and recommendations
- Value Engineering recommendations
- Market Conditions assessment
- Tracking report for the increases or decreases in project cost and schedule deviations due to design and/or scope changes
- Site Specific Safety and Training Outline
- Quality Management Program Outline
- Progress Meeting Minutes
- Presentation Materials and Support for stakeholder engagement
- Final price model of projected construction price based on 30% PR3 and conceptual RO and WTP designs; and
- Package 1B Scope and Fee.



Exhibit C – Preconstruction Services Task Schedule
Construction Manager at Risk
PR3 Pumping and Conveyance – Package 1A
Peace River Water Authority



Key Milestones	
PRWA Package 1A Approval	12/6/2023
PR3 30% Model Complete	2/2/2024
WTP Expansion Conceptual Estimate Complete	2/23/2024
RO WTP Conceptual Estimate Complete	3/1/2024
April Board Meeting Deliverables Due	3/11/2024
PRWA Board Meeting	4/3/2024
Package 1B Approval	6/5/2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 3

**Agreement Between the Florida Department of Environmental Protection and the
Authority for Dam Safety Review by Independent Consultant**

Presenter -

Terri Holcomb, P.E., Director of Engineering

Recommended Action -

Motion – Approve Agreement Between the Florida Department of Environmental Protection and the Authority for Dam Safety Review by an Independent Consultant and Authorize the Executive Director Approve de minimis changes if required by FDEP.

Motion – Approve the hire of Black and Veatch under their continuing Engineering Services Contract to Conduct this Work and Authorize the Executive Director to Execute Work Order No. 1 with Black and Veatch to Provide Design Review for the Peace River Reservoir No. 3 Project on behalf of the FDEP in an amount not to exceed \$56,492.

The Environmental Resource Permitting (ERP) for the Authority's Peace River Reservoir No. 3 (PR3) requires consideration of environmental and safety regulations associated with the construction and operation of these facilities. The Environmental components of the permit application review are being conducted by SWFWMD. SWFWMD and Florida Department of Environmental Protection (FDEP) are entering into a coordination agreement for FDEP to review and provide comments to SWFWMD on embankment design and dam operation and safety aspects of the Authority's PR3 ERP Application.

To support FDEP's review of its portion of the PR3 ERP application, the FDEP requires that the Authority provide and pay for the services of a qualified professional engineering consultant to assist the FDEP in their regulatory review of the PR3 design. The attached Agreement between the FDEP and the Authority for '*Dam Safety Review by Independent Consultant*' identifies the need for those services and establishes that the Authority will make such services available.

Authority staff recommends that Black and Veatch conduct these services for the FDEP. Black and Veatch would be hired by the Authority through their existing continuing engineering services contract. Black and Veatch recently completed the 3rd Party Review for SWFWMD (required for cooperative funding) on the PR3 preliminary design, so they are very familiar with the project, and have the expertise necessary to support the FDEP in the dam safety review. Work Order No. 1 for the FDEP regulatory review by Black and Veatch is proposed at a cost not to exceed \$56,492. Subsequent work orders associated with the Agreement will be provided for Board consideration in the future to support FDEP oversight of the reservoir project construction, filling, and initial operations.

Budget Action: No action needed.

Attachments:

Tab A - Presentation Materials

Tab B – Agreement Between FDEP and the Authority for Dam Safety Review by Independent Consultant

Tab C – Work Order No. 1 to Black and Veatch for PR3 FDEP Design Review

TAB A
Presentation Material

Agreement Between FDEP and Authority for Dam Safety Review by Independent Consultant

Regular Item 3

December 6, 2023



1

Agenda

- **Purpose of Agreement**
- **Black & Veatch Scope
and Fee**
- **Schedule**



2

Agenda

- **Purpose of Agreement**
- **Black & Veatch Scope and Fee**
- **Schedule**



3

Purpose of Agreement



Environmental Resource Permitting FAC Chapter 62-330

- Regulated Activity includes the construction of dams having a height of more than 10 feet
- FDEP has an Interagency Agreement with SWFWMD for ERP review of PR3 Project
- Expertise in reviewing Design & Construction Documents for Dam Design and Safety is required
- Independent Consultant



4

Agenda

- Purpose of Agreement
- **Black & Veatch Scope and Fee**
- Schedule



5

Black & Veatch Scope and Fee

Scope of Services

- Task 1 - Project Management & Administration
- Task 2 – Reservoir Design Technical Review
 - ✓ Technical Memorandum of Recommendations
- Task 3 – Regulatory Coordination Meetings



Fee

Task	Basis	Compensation
Task 1 – Project Management & Administration	T/M	\$3,548
Task 2 – Reservoir Design Technical Review	T/M	\$40,496
Task 3 – Regulatory Coordination Meetings	T/M	\$12,448
Total	T/M	\$56,492

Fees Based on a Time & Materials Basis Determined by FDEP's Regulatory Review Requirements



6

Agenda

- Purpose of Agreement
- Black & Veatch Scope and Fee
- **Schedule**



7

Black & Veatch Schedule

Task	Days after NTP
Task 1 – Project Management & Administration	90
Task 2 – Reservoir Design Technical Review	40
Task 3 – Regulatory Coordination Meetings	90



8



Motion – Approve Agreement Between the Florida Department of Environmental Protection and the Authority for Dam Safety Review by an Independent Consultant and Authorize the Executive Director to Approve De-Minimis Changes if Required by FDEP.

Motion – Approve the hire of Black & Veatch under their continuing Engineering Services Contract to Conduct this Work and Authorize the Executive Director to Execute Work Order No. 1 with Black and Veatch to Provide Design Review for the Peace River Reservoir No. 3 Project on behalf of the FDEP in an amount not to exceed \$56,492.



Agreement Between FDEP and Authority for Dam Safety Review by Independent Consultant

Regular Item 3

December 6, 2023



TAB B
Agreement Between FDEP and PRMRWSA

**Agreement between
Florida Department of Environmental Protection and
Peace River Manasota Regional Water Supply Authority
for
Dam Safety Review by Independent Consultant**

The State of Florida Department of Environmental Protection (“Department”) and the Peace River Manasota Regional Water Authority (“Authority”) enter into this agreement (“Agreement”) to provide for independent review by a qualified professional engineering consultant for regulatory review of the Authority’s Environmental Resource Permit (“ERP”) application number 873309 (“Application”) submitted to the Southwest Florida Water Management District (“District”) to construct and operate a reservoir under the requirements in Chapter 62-330, Florida Administrative Code.

WHEREAS, the Authority is an independent special district of the State of Florida, created and existing under sections 163.01, and 373.713, Florida Statutes.

WHEREAS, the Authority plans to construct a 9 billion gallon water storage reservoir for water supply purposes and must obtain a permit for it under Chapter 62-330, Florida Administrative Code; and

WHEREAS, the Department through its relevant interagency delegations of authority and operating agreements with the District for regulation under Part IV, Chapter 373, Fla. Stat., as incorporated under Chapter 62-113, Fla. Admin. Code, is to provide review and comments on the dam construction and safety aspects of the Application, as submitted to and which is being processed by the District; and

WHEREAS, the scope and nature of the regulatory review for this reservoir requires expertise in design and construction of reservoirs including comprehensive dam safety and risk assessment; and

WHEREAS, the Authority will retain and pay for a qualified professional engineering firm to provide an independent third-party professional engineering review of this Application and related site information to the Department; and

WHEREAS, the Department requires the Authority as the applicant to retain and pay for this review.

Therefore, the parties agree as follows.

1. For this Application review Project, the Authority will retain the professional services of the professional engineering consultant to work as an independent third-party engineer to provide written comments to the Department on the Application and the dam safety design and construction engineering analysis, including geotechnical evaluations of site information, requested as part of the Application process by the Department.

2. The independent third-party engineer shall take direction from the Department in conducting its review of the application.
3. The Authority will pay all the cost of the services by the professional engineering consultant for this independent third-party engineering review of its Application as described herein.
4. The Authority agrees that the Department shall maintain the ability to review comments and any recommendations provided by the professional engineering consultant, and to provide independent comments to the District, without consideration of any review comments or recommendations that may be provided by the professional engineering consultant pursuant to this Agreement.
5. The Department agrees that should the professional engineering consultant, in its capacity performing an independent third-party engineering review of the Application or related site information pursuant to this Agreement, disagree with or wish to clarify any regulatory or technical comments provided to the District by the Department, the professional engineering consultant may provide any such separate comments or recommendations to the Department and District so long as it provides a written copy of such comments or recommendations to the Authority.

This Agreement becomes effective when signed by both parties on the last date shown below.

**Peace River Manasota Regional Water
Supply Authority:**

**Florida Department of Environmental
Protection:**

Signature
Mike Coates, Executive Director, Peace River
Manasota Regional Water Supply Authority

Signature
John A. Coates, Director, Division of Water
Resource Management

Date

Date

TAB C
Black & Veatch Scope of Services

GENERAL ENGINEERING SERVICES

Peace River Manasota Regional Water Supply Authority

Work Order No. 1

Peace River Regional Reservoir No. 3 (PR3)

Florida Department of Environmental Protection Design Review Scope of Services

Pursuant to the Agreement for General Professional Engineering Services between Peace River Manasota Regional Water Supply Authority (Authority) and Black & Veatch Corporation, effective September 30, 2020, with updated rates submitted for the September 30, 2023, contract renewal. The Authority has requested Black & Veatch provide technical review services for the Environmental Resource Permit Application for the PR3 project. The Scope of Services details are provided below.

BACKGROUND

The Peace River Manasota Regional Water Supply Authority (Authority) is currently undertaking the design of the PR3 project, which consists of a third off-stream raw water reservoir with a nine-billion-gallon (BG) capacity at the Peace River Water Treatment Facility in DeSoto County, to expand the facility's river intake pumping capacity, and to develop facility pipelines to connect with the new intake, the reservoir system, and the treatment facilities.

The Authority submitted an Environmental Resource Permit (ERP) application to the Southwest Florida Water Management District (SWFWMD) on September 18, 2023. As part of the ERP review process, the Authority has retained the services of Black & Veatch Corporation (Consultant) to provide an independent review the reservoir design documents and associated permit application sections on behalf of the Florida Department of Environmental Protection (FDEP). FDEP will manage and direct the Black and Veatch regulatory review process for this Project.

SCOPE OF WORK

Task 1 – Project Management & Administration

The Consultant will provide overall management of the Project, including contract administration, budget management, invoicing, monthly status reports, scheduling, and coordination with the Authority.

The Consultant will submit a monthly progress report, along with the monthly invoice, to the Authority summarizing progress to date and any specific project risks or issues.

Deliverables:

- Monthly progress reports with invoices.

Task 2 – Reservoir Design Technical Review

Consultant will perform a technical review of the design documents and associated permit application

sections that are part of the ERP application to determine compliance with Chapter 62-330, Florida Administrative Code (FAC), and the associated Applicant’s Handbook. Consultant will hold up to two (2) meetings with PR3 Project Design Consultant(s) and Authority staff to understand specific technical approaches or design decisions related to design documents. Consultant will develop a log of review comments and submit a draft Technical Memorandum documenting the review to the Authority. Following review and comment by the Authority, Consultant will finalize and submit the final Technical Memorandum and comment log.

Deliverables:

- Draft Technical Memorandum and comment log
- Final Technical Memorandum and comment log

Task 3 – Regulatory Coordination Meetings

Consultant will support up to two regulatory coordination meetings with Authority and FDEP staff to present comments on the design documents and review recommendations, including technical presentations. Consultant will develop the agenda and presentation materials for the meetings and will provide draft and final meeting notes. It is assumed that regulatory coordination meetings will be in a virtual format.

Deliverables:

- Regulatory coordination meeting agendas, presentation materials, and notes

COMPENSATION

To complete the above Scope of Services, the Authority will compensate Black & Veatch on a Time & Material (T/M) basis in the amount indicated in the table below and using the established rates in the Agreement for General Professional Engineering Services between Peace River Manasota Regional Water Supply Authority (Authority) and Black & Veatch Corporation Exhibit B, attached. Black & Veatch’s invoices will be submitted monthly.

Task	Basis	Compensation
Task 1 – Project Management & Administration	T/M	\$3,548
Task 2 – Reservoir Design Technical Review	T/M	\$40,496
Task 3 – Regulatory Coordination Meetings	T/M	\$12,448
Total	T/M	\$56,492

SCHEDULE

Consultant services will commence within two weeks of Notice to Proceed.

Black & Veatch proposes to perform the services in this Work Order under the schedule outlined below.

Task	Days after NTP
Task 1 – Project Management & Administration	90
Task 2 – Reservoir Design Technical Review	40
Task 3 – Regulatory Coordination Meetings	90

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 4

PR3 Project Mitigation and Future RV Griffin Land Use Considerations

Presenter - Jim Guida, P.G., Director, Water Resources & Planning

Recommended Action - **Status Report.** This item is presented for the Board's information and no action is required.

The Peace River Regional Reservoir No. 3 Project (PR3) will develop a new 9 BG off-stream reservoir on the RV Griffin Reserve. At the February 2022 meeting, the Board approved HDR to proceed with the preliminary design and permitting phase of the PR3 Project, which includes development and submittal of Environmental Resource Permit (ERP) application for State regulatory consideration and approval. An ERP Application was submitted to the Southwest Florida Water Management District (SWFWMD) on September 15, 2023.

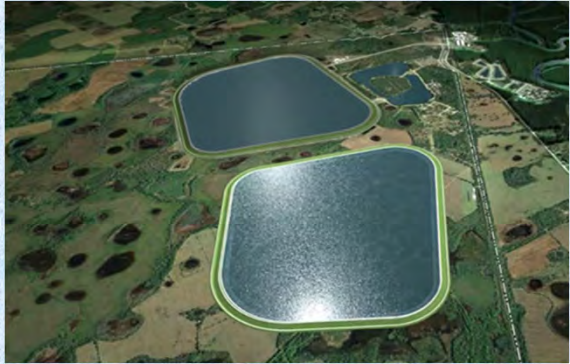
In addition to review by the SWFWMD, the Florida Department of Environmental Protection (FDEP) will also be participating in review of the ERP Application regarding dam safety considerations. A key consideration for the permit is wetland impacts and the need to compensate for resultant losses in functional wetland habitat. Mitigation options currently under consideration include wetland creation, restoration, and enhancement onsite at the RV Griffin Reserve ("Onsite Permittee Responsible Mitigation"), purchase of mitigation credits from wetland mitigation banks within corresponding watersheds (i.e., Peace and Myakka River Basins), or a combination thereof.

Staff will provide the Board with an overview of the latest estimate of anticipated wetland impacts, preliminary Onsite Permittee Responsible Mitigation and Mitigation Bank options, RV Griffin future land use-related considerations, and anticipated future presentations that will be provided to assist the Board in its ultimate selection of a preferred mitigation option for the PR3 Project.

Budget Action: No action needed.

Attachments:

Presentation Materials



PR3 Project Mitigation and Future RV Griffin Land Use Considerations

Regular Agenda Item 4

December 6, 2023



1

Wetland Mitigation and Future RV Griffin Land Use Considerations

BACKGROUND

HDR Approved to Proceed:

February 2022:

Preliminary Design & Permitting Phase: Complete 9/15/23

Three Environmental Resource Permit (ERP) Applications Under Review

1. Formal JD (Extent)
2. Conceptual (Functional Value)
3. Construction

October 2023:

Final Design & Permitting Phase: Ongoing

SWFWMD is Lead Regulatory Agency (Stormwater Management / Wetlands)

FDEP Conducting Dam Safety Review



2

Wetland Mitigation and Future RV Griffin Land Use Considerations

Environmental Resource Permit (ERP)

- Four Primary Considerations:
 - ✓ Flood Protection
 - ✓ Water Quality Protection
 - ✓ Environmental: Wetland Impacts / Mitigation
 - ✓ Dam Safety
- Mitigation-Related Considerations Are Today's Focus

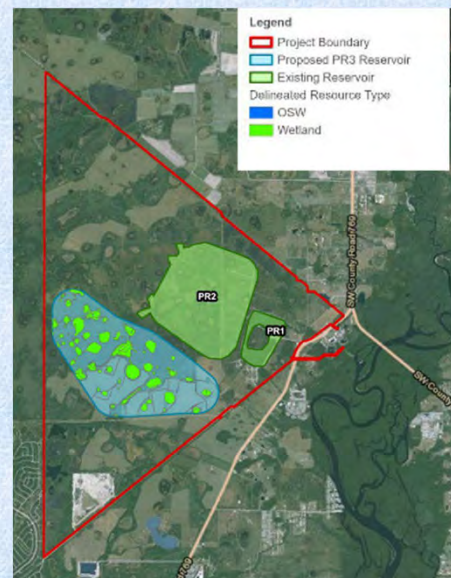


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Wetland Mitigation and Future RV Griffin Land Use Considerations

➤ *Estimated Wetlands Impacts / Functional Loss*

- 273.5 Acres of Unavoidable Impact
 - ✓ Myakka and Peace River Watersheds
 - ✓ Herbaceous and Forested
 - ✓ HDR Delineation complete
- 191.1 Units of "Functional Loss"
 - ✓ "Unified Mitigation Assessment Method" (UMAM)
 - ✓ UMAM Identifies:
 - "Functional Value" of Existing Wetlands
 - "Functional Loss" Due to Impacts
 - "Functional Gain" Required to Offset (Mitigation)



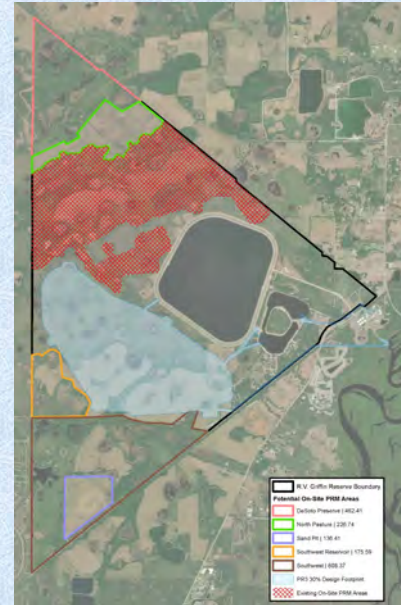
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Wetland Mitigation and Future RV Griffin Land Use Considerations

Status of Wetland Impact/Mitigation Aspects of ERP

➤ Continued Coordination w/ SWFWMD:

- ERP App #1: Wetland Jurisdictional Limits (Formal JD)
 - ✓ Submitted Early to Facilitate ERP Construction App
 - ✓ Reach Agreement Regarding Wetland Locations
 - ✓ SWFWMD Reviewed / Authority Completing Survey
- ERP App #2: Functional Values of Wetlands (UMAM)
 - ✓ Submitted Early to Facilitate App #3 (Construction)
 - ✓ Reach Agreement on Degree of Mitigation Required
 - ✓ SWFWMD Reviewed / Collaboration Underway



5

Wetland Mitigation and Future RV Griffin Land Use Considerations

Status of Wetland Impact/Mitigation Aspects of ERP

➤ Continued Coordination w/ SWFWMD:

- ERP App #3: Construction
 - ✓ Flood and Water Quality Protection
 - ✓ Will Authorize Board-Selected Mitigation Plan
 - ✓ Mitigation Plan is Under Development
 - ✓ Mitigation Decision Will Be Needed in Coming Months



6

Wetland Mitigation and Future RV Griffin Land Use Considerations

Mitigation Options Under Consideration:

- “Onsite Permittee Responsible Mitigation” (“OPRM”)
 - Permittee Responsible for Mitigation Success
 - Typically, Less Expensive Upfront Cost
 - Perpetual Monitoring/Maintenance Cost & Risk
- “Mitigation Bank Credits” (MBCs)
 - Bankers Have Own State and Federal Permits
 - Conduct Mitigation Offsite and Sell “Credits” to Others
 - Typically, More Expensive Upfront Cost vs OPRM
 - Banker Bears Monitoring/Maintenance Costs & Risk
- Combination of the Above

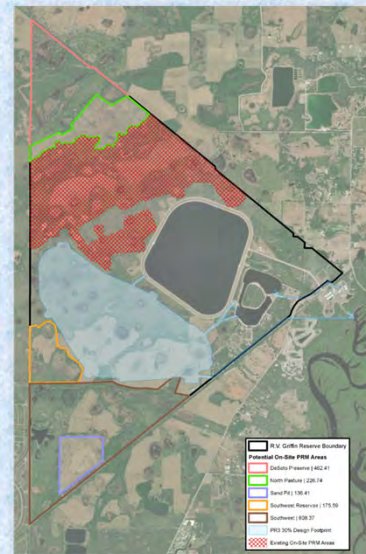


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Wetland Mitigation and Future RV Griffin Land Use Considerations

Onsite Permittee Responsible Mitigation Option (OPRM):

- Potential to More Than Offset Estimated Impacts
 - Prospective Benefits Besides Typical Lower Upfront Cost:
 - “Excess Mitigation” Becomes Possible Option, if Desired
 - Could Potentially Be Used For Other Future Projects
 - Potential Drawback:
 - Negotiation of “Excess Mitigation” Could Delay Permitting
 - Reduced Land Availability for Other Supply-Related Activities
 - ✓ Brackish GW Wellfield & Potential Future Expansion
 - ✓ Solar Fields to Offset Energy Costs
 - ✓ Reduces Potential for Other Desirable RV Griffin Land Uses
 - ✓ Could Require Land Purchases to Achieve Future Projects

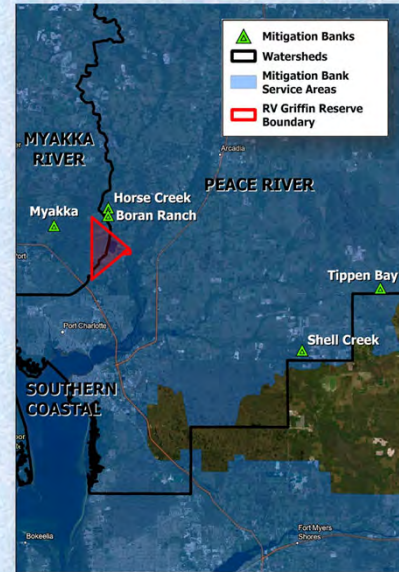


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Wetland Mitigation and Future RV Griffin Land Use Considerations

Mitigation Bank Credit Option (MBCs):

- Potential to Offset All *Peace River Basin* Impacts
- Insufficient to Offset All *Myakka River Basin* Impacts
- A TBD Degree of Onsite Mitigation Still Required
- Prospective Benefits Besides Reduced Risk:
 - Permitting is Relatively Straightforward
 - Increased Land Availability for Future RVG Activities
 - Postpone Potential Need for Future Land Purchase Expenditures
- Potential Drawback:
 - Upfront Cost



9

Wetland Mitigation and Future RV Griffin Land Use Considerations

Current Land Use on RV Griffin Reserve



10

Wetland Mitigation and Future RV Griffin Land Use Considerations



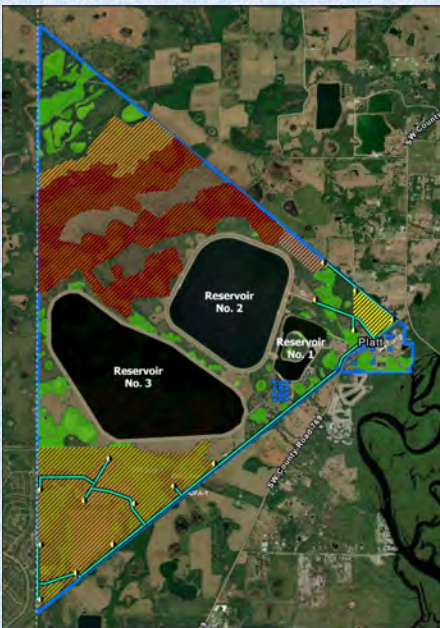
Future PR3 / OPRM on RV Griffin Reserve Assuming Initial OPRM Option

- Reduced 100% OPRM Under Development



11

Wetland Mitigation and Future RV Griffin Land Use Considerations



Future PR3, Initial OPRM for PR3, Brackish GW Wellfield, Solar Field



12

Wetland Mitigation and Future RV Griffin Land Use Considerations

➤ Premature to Make Mitigation Recommendation

- Confirm SWFWMD Position on Regulatory Requirements
- Identify Optimal OPRM Option & Cost (Underway)
- Further Evaluate Mitigation Bank Credit Option
- Determine How Much OPRM Still Required if MBCs
- Refine and Compare Option Costs
- Optimal Balance of Pertinent Considerations



13

Wetland Mitigation and Future RV Griffin Land Use Considerations

➤ Mitigation Option Recommendations Forthcoming 2024

➤ Board Decision(s) Will Be Required and Will Need Consider:

- Cost Comparisons (Including Potential Downpayment)
- Risks
- Desired Future Land Use for RVG
- Potential Need to Purchase Additional Lands in Future

➤ If MBCs Desired:

- Negotiations Necessary w/ Mitigation Banker
- Reservation Letter / Typical 15% Downpayment Required
- Due Before SWFWMD Will Issue ERP



14

Wetland Mitigation and Future RV Griffin Land Use Considerations

Questions?



15

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 5

Peace River Brackish Groundwater Supply Project Update

Presenter - Jim Guida, P.G., Director, Water Resources & Planning

Recommended Action - **Status Report.** This item is presented for the Board's information, and no action is required.

The Authority's Water Use Permit (WUP) for the Peace River Facility was modified in October 2022 to authorize withdrawal of up to 9 MGD of brackish groundwater from wells on the RV Griffin Reserve, which would yield an estimated 5 MGD average annual day quantity of finished water for allocation to Customers. On February 10, 2023, the Authority requested proposals from firms for the purpose of providing professional design, engineering, inspection and geological services for feasibility, siting, capacity, design, permitting and construction management for the 'Peace River Brackish Groundwater Facility Project' (Project). The Project is intended to inform the Authority in the selection of its next water supply development project.

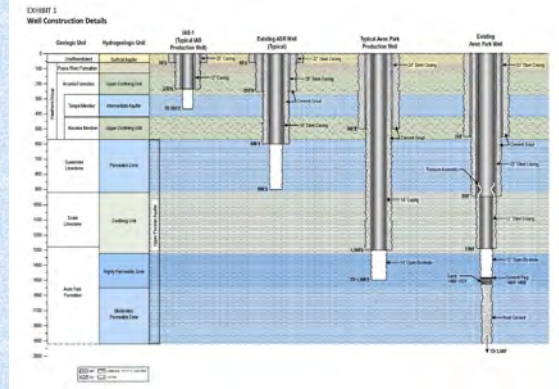
At the April 5, 2023, meeting the Board approved the selection of Carollo Engineers to conduct the preliminary design and testing for the Project. The contract, scope, fee, and Work Order No. 1 for the Project were authorized by the Board on June 7, 2023. Work Order No. 1 under this contract will be for Preliminary Design and Testing services and include well construction, aquifer and groundwater quality testing, and preliminary design of: 1) raw water mains and well sites; 2) injection well(s); and 3) brackish groundwater treatment facilities. The Project also includes permitting services, development of a 30% Design Package, and an engineer's opinion of probable cost. Preliminary Design and Testing for the Brackish Groundwater Project is scheduled for completion in March 2024.

Staff will provide an update regarding Project status, including pursuit of a WUP modification to increase authorized withdrawal quantities, the status of the well drilling and testing program, and associated wellfield and water treatment plant design considerations. This item is for Board information only.

Budget Action: No action needed.

Attachments:

Presentation Materials



Peace River Brackish Groundwater Supply Project Update

Regular Agenda Item 5
December 6, 2023



1

Project Recap and Summary

December 2022 Board Meeting:

- Presented 10/22 Modification of PRF WUP:
 - In Partnership w/ Sarasota Co.'s Univ. Parkway Wellfield Relocation
 - At 80% Treatment Efficiency, Max Daily Finished Supply = 7.2 MGD
- Estimated Allocable Finished Supply
 - 5.0 MGD Annual Average (AA)
- Board Directed Staff to Pursue Preliminary Design for Brackish GW Project
 - On a Parallel Path w/ Surface Water Expansion Project



2

Project Recap and Summary

- Board Selected Carollo Engineers: April 2023
- Board Approved Scope/Contract: June 2023
- Preliminary Design Services:
 - Well Construction & Testing Program:
 - ✓ ID Optimal Production Well Specifications / Wellfield Configuration
 - ✓ Groundwater Quality
 - ✓ ID Optimal Deep Injection Well Specifications and Configuration
 - Permitting
 - ✓ Seek Increase in Authorized *WUP Withdrawals* to Increase *Allocable Finished Supply*
 - ✓ Seek Deep injection Well (DIW) Permits for RO Concentrate Disposal
 - Engineering Design: Treatment Plant, Raw Water Pipelines, etc.



3

Project Status

- Engineering Design
 - Well Locations & Preferred Raw Water Pipeline Route Selected
 - Environmental Evaluation Underway
 - Water Treatment Plant (WTP)
 - ✓ Reverse Osmosis (RO) Selected as Preferable Treatment Alternative
 - ✓ Max Daily Treatment Capacity: 15.0 MGD
 - ✓ Max Daily Finished Water Yield: 12.0 MGD
 - ✓ Conceptual Design of WTP Ongoing
 - Facilities Configuration / Site Layout
 - Electrical Considerations
 - Finished Water Blending Alternatives
 - DIW:
 - ✓ Conceptual Layout Completed
 - ✓ UIC Permit Application Under Development



4

Project Status

- Well Construction & Testing - Three Test Wells:
 - Surficial & Intermediate Wells Complete
 - Upper Floridan Aquifer (UFA) Production Well Under Construction
 - Hydrogeologic Testing: Document Yield / GW Quality for Engineering Design

- WUP Modification
 - Submitted in September
 - WUP Modification Approved by SWFWMD Board on 11/14/23
 - Authorized Increase in AA and PM Withdrawals
 - Estimated Allocable Finished Supply:
 - ✓ 7.5 MGD AA (2.5 MGD Increase vs Finished Yield of 10/22 WUP)



5

Next Steps

- Well Construction & Testing Program:
 - Complete Hydrogeologic / GW Quality Testing
 - ✓ Determine Optimal UFA Production Well Specifications
 - Complete UFA Production Well to Optimal Specifications
 - Hydrogeologic Technical Report by Early February
- Complete and Submit UIC Application for DIWs
- Engineering Design
 - Continue WTP Conceptual Design
 - Develop Well Site Plan(s), Site/Civil Design, Wellhead Plans/Design
 - Complete Structural and Electrical Design
- February Board Update
- 30% Design Package / Engineer's Cost Opinion by April 1, 2024



6

Questions?



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

REGULAR AGENDA
ITEM 6

Regional Integrated Loop Phase 2B Interconnect Project – Revise Interlocal Agreement and Guaranteed Maximum Price

Presenter -

Mike Knowles, Engineering & Projects Sr. Manager

Recommended Action -

A) **Motion:** to approve the revised Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect between the Peace River Manasota Regional Water Supply Authority and Charlotte County and Authorize the Executive Director to approve de minimis changes if needed.

B) **Motion:** Board Authorization for the Executive Director and General Counsel to finalize and execute a contract amendment with Woodruff & Sons, Inc. to complete design and construction of the Regional Integrated Loop Phase 2B Pipeline Project for a Guaranteed Maximum Price not to exceed \$70,668,982.87. Notice to Proceed will not be issued until Charlotte County approves the revised Interlocal Agreement to fully fund the project.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13.1 miles of 42-inch diameter pipe mostly within Charlotte County, bordering Sarasota County. The Woodruff and Sons Design-Build Team was approved at the August 3rd Board meeting to deliver the Progressive Design Build Project. The Progressive Design-Build delivery method was chosen due to the compressed schedule to have the Project online to meet Charlotte County’s needs by March of 2026. The Interlocal Agreement between the Authority and Charlotte County for the Regional Integrated Loop Phase 2B Pipeline Project was also approved by the Board in April of 2022.

- A. The Interlocal Agreement between the Authority and Charlotte County for the Regional Integrated Loop Phase 2B Pipeline Project was also approved by the Board in April of 2022. Staff will present the cost increases to the project and a revised interlocal agreement with Charlotte County that will cover the new upper limit cost of the project. The revised interlocal agreement also allows Charlotte County to include utility improvements that are parallel to the Phase 2B Pipeline.
- B. Phase 1 of the Loop Phase 2B Pipeline Project services (provided by Woodruff & Sons Team) was approved October 5, 2022, includes design of the Phase 2B pipeline to a 60% level, and providing the Authority with a Guaranteed Maximum Price (GMP) to complete the remaining design, permitting and construction as part of Phase 2 of the Project. The Amendment to the Phase 2B Regional Interconnect contract includes final design, permitting, construction, testing, commissioning and turn-over services, for the 13.1-mile pipeline project, and provides a GMP for the project. Staff will discuss project progress, costs and the GMP.

Budget Action – None. Funds for these materials will come from the Authority’s \$100M Line of Credit.

Attachments:

Tab A Presentation Materials

Tab B Revised Interlocal Agreement

Tab C Contract Amendment for the GMP

TAB A
Presentation Materials



Regional Integrated Loop Phase 2B Interconnect Project - Interlocal Agreement and Amendment

Regular Agenda Item 6

December 6, 2023



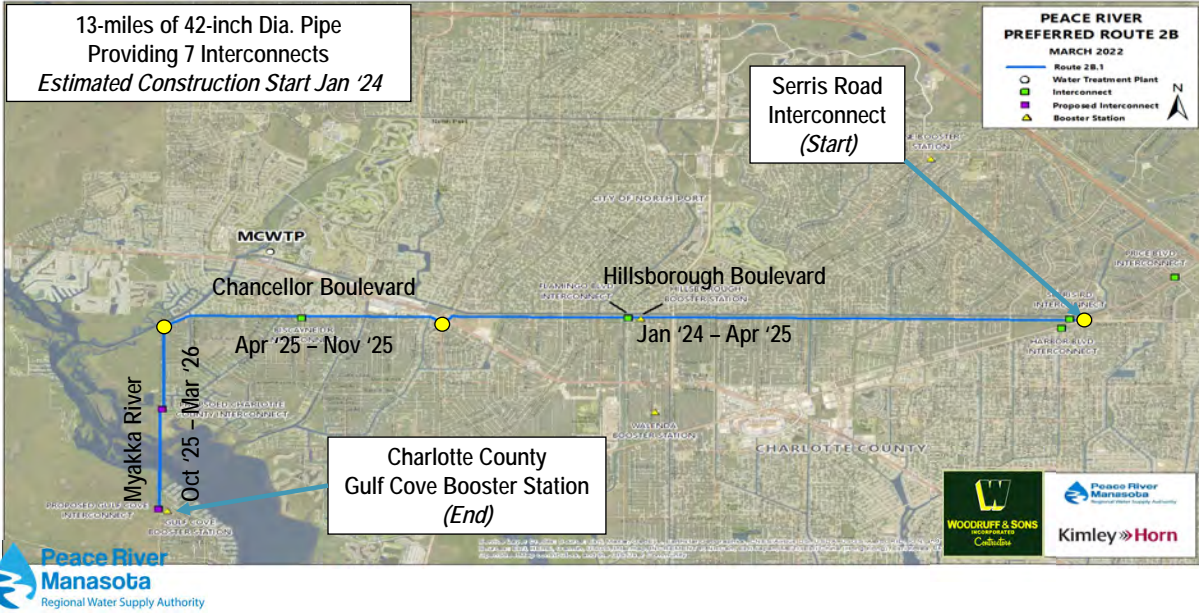
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- 01 Project Background**
- 02 Agency Coordination**
- 03 Interlocal Agreement**
- 04 Guaranteed Maximum Price**

2

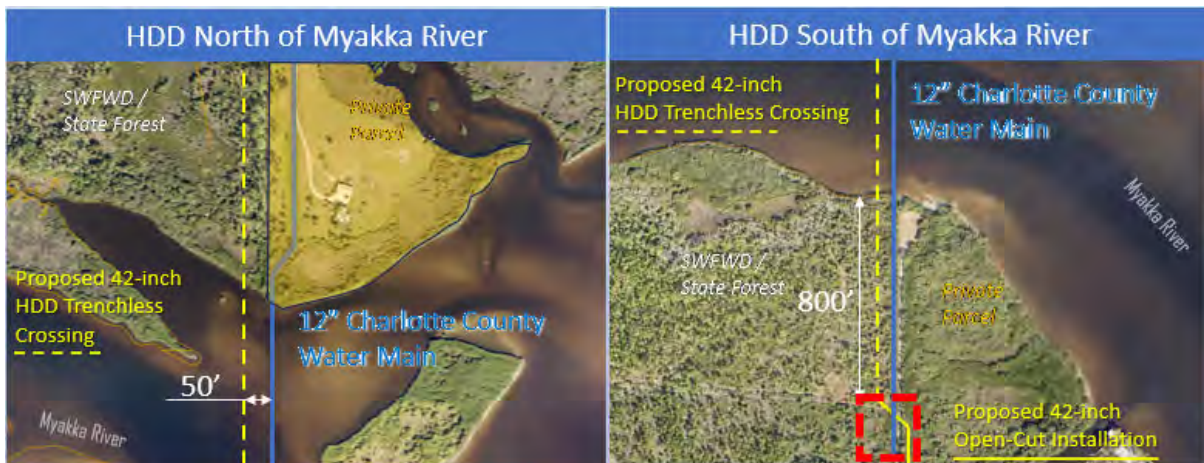
Regional Integrated Loop Phase 2B Interconnect



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Regional Integrated Loop Phase 2B Interconnect

Coordination with Southwest Florida Water Management District (SWFWMD) / Myakka State Forest & Sarasota County
Approximately \$8M in savings



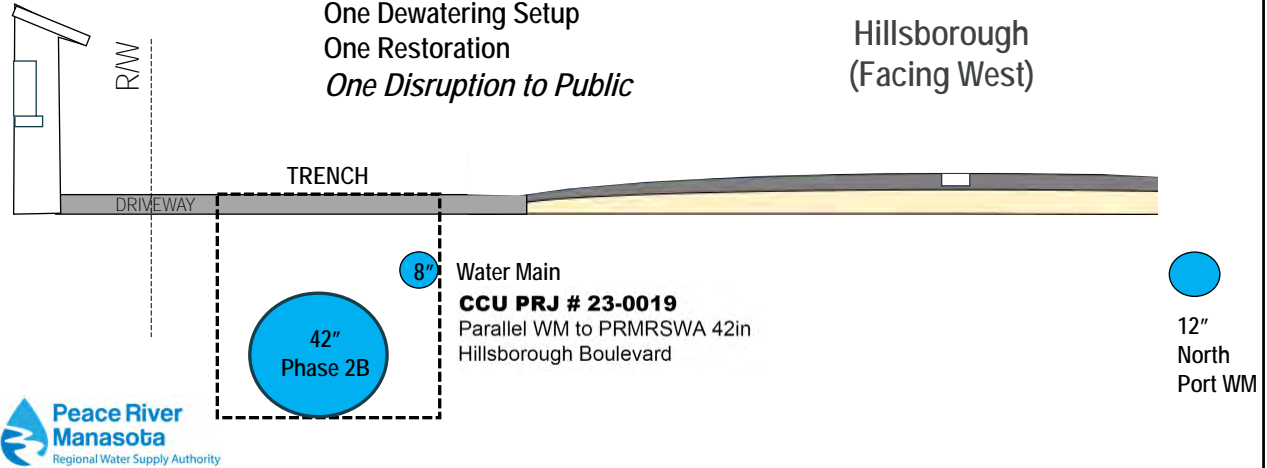
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Regional Integrated Loop Phase 2B Interconnect Charlotte County Parallel Water Main Coordination

Project Coordination Opportunities

- One Mobilization
- One Dewatering Setup
- One Restoration
- One Disruption to Public*

Hillsborough
(Facing West)

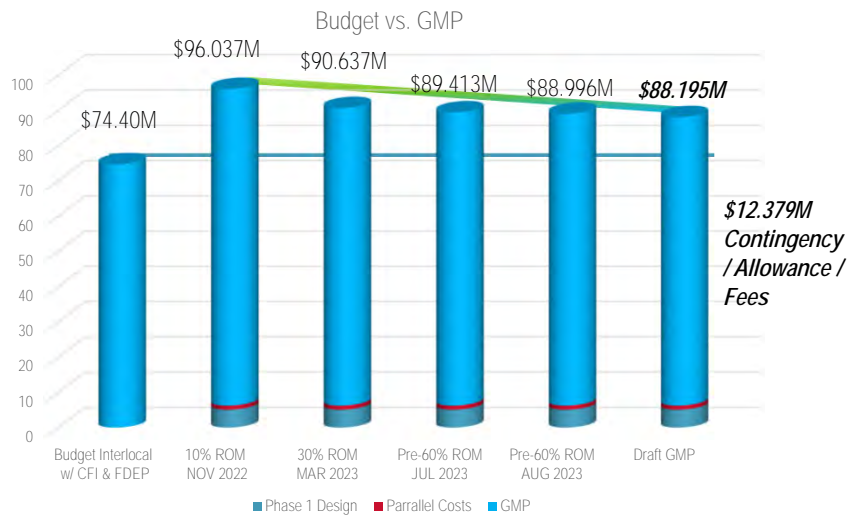


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Regional Integrated Loop Phase 2B Interconnect Rough Order of Magnitude and **GMP**

Rough Order of Magnitude and GMP

- 10% ROM – NOVEMBER 2022
(\$96,037,530 - \$88,037,530)
- 30% ROM – FEBRUARY 2023
(\$90,637,022 - \$82,637,022)
- Pre-60% ROM – JULY 2023
(\$89,413,000 - \$80,214,113)
- Pre-60% ROM – AUGUST 2023
(\$88,996,000 - \$78,654,113)
- 60% GMP – NOVEMBER 2023
(\$88,195,000 - \$75,816,000)



6

03 Interlocal Agreement

Motion: to approve the revised Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect between the Peace River Manasota Regional Water Supply Authority and Charlotte County.

7

Progressive Design-Build Phase 2 Amendment

04 Guaranteed Maximum Price



PDB PHASE 2 FINAL DESIGN	\$ 869,630.00
PDB PHASE 2 PIPELINE CONSTRUCTION	\$57,420,621.94
PDB PIPELINE CONTINGENCY/ALLOWANCE/FEES	\$ 12,378,730.93

TOTAL GMP \$ 70,668,982.87

8

Progressive Design-Build – PARALLEL COSTS

04 Guaranteed
Maximum Price

ITEM	ESTIMATED COST (UPPER LIMIT)
PDB PHASE 1 PRECON - 60% DESIGN	\$ 4,867,144.81
OWNER DIRECT PURCHASE	\$11,465,160.00
STANTEC WO'S	\$ 99,257.50
BROWN & CALDWELL WO'S	\$ 290,000.00
MITIGATION & INSURANCE	\$ 200,000.00
THIRD PARTY REVIEW	\$ 50,000.00
LEGAL ASSISTANCE	\$ 250,000.00
EASEMENTS (Estimate)	\$ 304,454.82

TOTAL PARALLEL COSTS \$ 17,526,017.13

9

Progressive Design-Build Phase 2 Amendment

04 Guaranteed
Maximum Price



BUDGET ITEM	CURRENT BUDGET
INTERLOCAL AGREEMENT*	\$50,945,000
SWFWMD CFI	\$35,750,000
SWFWMD (DEP-AWS)	\$ 1,500,000
TOTAL	\$88,195,000

*DECEMBER 6TH, 2023 REVISED INTERLOCAL AGREEMENT
2024/2025 STATE GRANT REQUEST FOR \$5M ON 2B/3C

10

Progressive Design-Build Phase 2 Amendment

04 Guaranteed
Maximum Price

TOTAL PARALLEL COSTS \$ 17,526,017.13

TOTAL GMP \$ 70,668,982.87

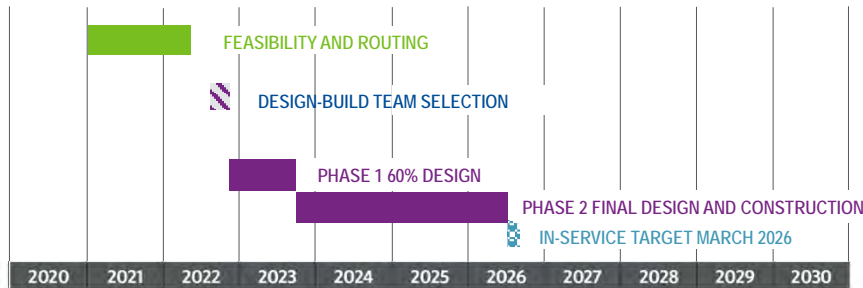
TOTAL PARALLEL & GMP \$ 88,195,000.00*

CURRENT BUDGET \$ 88,195,000.00

*Includes \$ 12.38M in Allowance /
Contingency/ Fees

11

Next Steps and Schedule



- ✓ Feasibility & Routing Study Board Approval & Interlocal Agreement – April 2022
- ✓ Progressive Design-Build Team Selection Process – August 2022
- ✓ Progressive Design-Build Team Phase 1 (60% Design) – October 2022
- ✓ Early Procurement Package – April 2023
- ✓ Progressive Design-Build Team Phase 2 (Final Design & Const.) GMP – December 2023
 - Resolution of Necessity (Easements) – February 2024
 - Final Design and Substantial Construction Completion – March 2026

12

04 Guaranteed Maximum Price Motion

Motion – Board Authorization for the Executive Director and General Counsel to finalize and execute a contract amendment with Woodruff & Sons, Inc. to complete design and construction of the Regional Integrated Loop Phase 2B Pipeline Project for a Guaranteed Maximum Price not to exceed **\$ 70,668,982.87**. Notice to Proceed will not be issued until Charlotte County approves the revised Interlocal Agreement to fully fund the project.

TAB B
Revised Interlocal Agreement

**FIRST AMENDED INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B
INTERCONNECT BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY
AUTHORITY AND CHARLOTTE COUNTY**

An Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County was entered into on April 6, 2022. ("Agreement"). This is the First Amended Interlocal Agreement for Regional Integrated Loop System Phase 2B Interconnect Between the Peace River Manasota Regional Water Supply Authority and Charlotte County ("Amended Agreement") between the Peace River Manasota Regional Water Supply Authority ("Authority"), an independent special district created and existing pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes, acting by and through its governing Board of Directors; and Charlotte County ("Charlotte"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners.

RECITALS:

WHEREAS, the Agreement provides for construction of the Regional Integrated Loop System Phase 2B Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, the Agreement provided a cost for the Project based on a preliminary design estimate in Exhibit 3. Since that preliminary estimate, the pipeline design advanced to 60% Design and the cost estimated has changed; and

WHEREAS, the Authority and Charlotte desire to amend the Agreement to change the cost of the Project and Charlotte's contribution; and

WHEREAS, Charlotte requests and the Authority agrees to install a water main parallel to the Project at the same time the Project is constructed (the “parallel water main”) which will increase efficiency of installation, lowering construction costs and time to build; and

WHEREAS, the Authority is able to construct the parallel water main as an addition to the Project.

NOW, THEREFORE, in consideration of the above stated Recitals, mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS AND EXHIBITS. The foregoing recitals and the exhibits listed below are part of this Amended Agreement:

Revised Exhibit 3 – Revised cost of the Project

Exhibit 4 – Description and cost of the parallel water main

2. FUNDING FROM CHARLOTTE FOR THE REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B INTERCONNECT. Paragraph 7 of the Agreement is deleted and replaced with the following: A breakdown of Charlotte's contributions are shown in Revised Exhibit 3 and will not exceed \$50,945,000 ("Charlotte Cap"). Charlotte will fund its obligations under this Agreement as provided in section 16.2 of the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended. All costs for any Charlotte inspections, county staff time, or county permitting are not included in the “Charlotte Cap” and Charlotte will pay for them separately. Exhibit 3 of the Agreement is replaced by Revised Exhibit 3 of this Amended Agreement.

3. FUNDING FROM CHARLOTTE FOR THE PARALLEL WATER MAIN. A

new paragraph 4 is added to the Agreement to read: The Authority shall cause its Design-Builder to construct the parallel water main as described in Exhibit 4 and Charlotte shall pay the Authority for the cost of the parallel water main not to exceed \$5,045,110.89 excluding costs for any Charlotte inspections, county staff time or county permitting since those costs will be borne entirely by Charlotte.

4. CHARLOTTE’S DESIGN, INSPECTION, AND OWNERSHIP OF THE PARALLEL WATER MAIN. Charlotte will provide signed and sealed engineering design documents and specifications as specified in Exhibit 4 (“Charlotte’s Documents”) to the Authority. The Authority will cause its Design-Builder for the Project to construct the parallel water main according to Charlotte’s Documents. Charlotte will own the parallel water main upon Final Acceptance as defined in the agreement between the Authority and its Design-Builder. Charlotte may inspect the construction of the parallel water main as it deems necessary in its sole discretion, throughout its construction and prior to Final Acceptance. The Authority will coordinate with Charlotte and will notify Charlotte at appropriate intervals and at substantial completion to allow Charlotte to conduct its inspections. Charlotte will cooperate with the Authority to ensure Charlotte provides the Charlotte Documents and conducts inspections it deems necessary in a timely manner, so that it does not delay the Project.

5. OTHER AGREEMENT PROVISIONS. All other provisions of the Agreement remain unchanged and govern the terms of this Amended Agreement.

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IN WITNESS WHEREOF, the Authority and Charlotte have executed this

Agreement on _____, 2023.

ATTEST:

**Peace River Manasota Regional Water
Supply Authority:**

Mike Coates
Executive Director

Elton Langford, Chairman

Date

Approved as to form:

Douglas Manson, General Counsel

ATTEST:

Roger D. Eaton, Clerk of the Circuit Court
and Ex-officio Clerk to the Board of County
Commissioners

**Board of County Commissioners of
Charlotte County, Florida:**

William G. Truex, Chairman

Deputy Clerk

Date

Print Name

Date

**Approved as to form
and legal sufficiency:**

Janette S. Knowlton, County Attorney
LR23-0980 _____

REVISED EXHIBIT 3
 Estimated Project Costs

Item	Total Project Cost	Charlotte Funding	SWFWMD Co-Funding / AWS/ Grants
Probable Costs Subject to SWFWMD Co-Funding			
42" Diameter Pipeline	\$ 68,936,000	\$ 40,179,000	\$ 28,757,000
Engineering	\$ 6,126,000	\$ 3,063,000	\$ 3,063,000
Subtotal Engineering & Construction	\$ 75,062,000	\$ 43,242,000	\$ 31,820,000
Contingency / Allowance / Fees	\$ 12,379,000	\$ 6,949,000	\$ 5,430,000
Total Engineering & Construction	\$ 87,441,000	\$ 50,191,000	\$ 37,250,000
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	\$ 305,000	\$ 305,000	\$ -
Legal & Other	\$ 449,000	\$ 449,000	\$ -
Total	\$ 88,195,000	\$ 50,945,000	\$ 37,250,000

Amendment to Interlocal Agreement Exhibit 4

Charlotte County Parallel Potable Water Main

Charlotte will design a potable water main (the Parallel WM) to be installed parallel to the Authority's Regional Integrated Loop System Phase 2B Interconnect east of US Highway 41 along Hillsborough Boulevard.

DESIGN

1. Charlotte County staff will be the Engineer of Record for the Parallel WM.
2. By January 8, 2024 Charlotte will provide to the Authority's Design-Builder signed and sealed design plans and specifications for the Parallel WM.
3. By February 1, 2024 Charlotte will acquire and provide Design-Builder all permits required for the Parallel WM where the work is not encompassed under the permitting for the Project. Design-Builder will provide the Notice of Intent permit for discharge of ground water. Charlotte will close out the Parallel WM related permits at the conclusion of the Parallel WM. If additional permits are identified after February 1, 2024 that are associated with the Parallel WM, Design-Builder will assist in applying for the permits with Charlotte County providing associated permit fees and/or design plan modifications.
4. Charlotte County will provide signed and sealed maintenance of traffic plans if required.
5. All efforts and fees associated with easement and property acquisition for the Parallel WM, outside of the easements acquired for the Project, will be funded by Charlotte County.

CONSTRUCTION

The Charlotte County Utility Department will provide construction phase services to support the construction of Charlotte's Parallel WM in accordance with the plans, specifications and standards prepared by Charlotte. The Parallel WM will be constructed concurrently with the Authority's Project, Phase 2B 42-inch diameter water main. On or before January 17, 2024, Charlotte will notify the Authority of its designated staff point of contact who will coordinate each of the following support services:

1. Meetings – Charlotte will participate in a preconstruction meeting and monthly construction progress meetings until the Parallel WM is complete and accepted by Charlotte.
2. Submittal Reviews – Charlotte will review and provide comments on all submittals associated with the Parallel WM, for compliance with Charlotte's plans, specifications and standards. Charlotte shall respond to the initial request via email within 5 business days.
3. Site Visits – Charlotte will visit the construction site to observe the Parallel WM work in progress, quality, suitability and conformance with the Charlotte plans, specifications and standards. Visits to the site will be made at intervals appropriate to the various stages of construction to observe the quality of the work and to determine if the work is proceeding in accordance with the Charlotte plans, specifications and standards. Any deficiencies noted by Charlotte will be documented to the Authority and Design-Builder within 2 business days of observing them.

4. Requests for Additional Information (RFIs) - Charlotte will respond to Design-Builder RFIs regarding interpretation of the Charlotte plans, specifications, standards and conditions experienced in the field. RFIs will be numbered sequentially and logged for tracking purposes by the Design-Builder. Charlotte shall respond to the initial request within 3 business days of receiving the RFI.
5. Change Order - Charlotte will provide the following services in support of changes in the Work:
 - a. Evaluate actual field conditions as reported by the Design-Builder. Charlotte will evaluate and establish whether a change in the work is required to accommodate existing conditions. Charlotte shall respond to the initial request within 5 business days.
 - b. Prepare general sketches if required to resolve differing conditions encountered.
6. Startup and Testing - Charlotte will support testing and commissioning the Parallel WM:
 - a. Commissioning Log for Design-Builder to follow.
 - b. Flushing and Testing Plan for Design-Builder to follow.
 - c. Charlotte will witness flushing and pressure testing of the Parallel WM and sign off for acceptance.
7. Record Drawings - Charlotte may prepare Record Drawings based on the "as-built" drawings and data provided by the Design-Builder.
8. Pay Applications – The Authority will cause its Design-Builder to submit pay applications for the Parallel WM work to Charlotte at the same time Design-Builder submits them to the Authority. Once approved by Charlotte, the Authority will release funds from Charlotte’s lump sum account. Charlotte will review and make a determination on initial pay applications within 10 business days of receipt and within 5 business days of a re-submittal.
9. Substantial and Final Completion Inspection – Charlotte will participate in Substantial and Final Inspections. Charlotte will provide the Design-Builder with a written list of substantial completion items that require correction or completion for final acceptance.

It is assumed that construction of the Parallel WM can occur at any time with no limitation, provided proper notice has been given to Charlotte County, permits are obtained, and easements are acquired. There is no predefined order as to the construction phasing for the Parallel WM and the Design-Builder is in control of the means and methods for construction.

MATERIALS

The County will provide the materials below to Design-Builder, by February 1, 2024, for the quantity needed between the intersection of Hillsborough Boulevard and Serris Drive, west to the intersection of Hillsborough Boulevard and Ravenswood.

1. Corporation Stops
2. Curb Stops
3. Saddles

New meter boxes and meters will be provided by the County for the entire Parallel WM project. Design-Builder intends to order material January 5, 2024 or sooner and may elect to utilize owner direct purchase option for some material with an anticipated notice to proceed on January 2, 2024.

FUNDING

The County shall pay the lump sum amount of \$5,045,110.89 for the Parallel WM to the Authority by March 1, 2024. This amount includes \$458,646.00 for contingency and County allowance. Any unused portion of the contingency and County allowance will be returned to the County after final completion of the Parallel WM.

TAB C
Contract Amendment for the GMP



**PEACE RIVER
MANASOTA**
REGIONAL WATER SUPPLY AUTHORITY

Regional Integrated Loop Phase 2B

Pipeline Project

60% GMP Package

November 17th, 2023



WOODRUFF & SONS
INCORPORATED

*Contractors & Construction
Managers*

Kimley»»Horn

TABLE OF CONTENTS

TAB 1	GUARANTEED MAXIMUM PRICE AMENDMENT
TAB 2	60% GMP
TAB 3	MEASUREMENT & PAYMENT
TAB 4	ASSUMPTIONS & CLARIFICATIONS
TAB 5	SUBCONTRACTOR & SUPPLIER LIST
TAB 6	PROJECT SCHEDULE
TAB 7	ESTIMATED CASH FLOW CHART
TAB 8	SCHEDULE OF SUBMITTALS
TAB 9	SURETY LETTER

TAB 1 GUARANTEED MAX PRICE AMENDMENT

Phase 2B Pipeline Guaranteed Maximum Price Amendment

This Guaranteed Maximum Price Amendment (“GMP Amendment”) is entered into on the date last executed by a party below by and between the Peace River Manasota Regional Water Supply Authority (“Authority” or “Owner”) and Woodruff and Sons, Inc. (“Design-Builder” or “Woodruff”) and amends the Agreement between the parties dated October 5, 2022 (“Agreement”).

Background

The parties executed an Agreement for design and construction of the Regional Integrated Loop Phase 2B Pipeline Project (the “Project”). Design-Builder has completed the Phase 1 Preconstruction Phase of the Project and the parties wish to proceed with Phase 2 final design and construction including design, permitting, construction and post-construction tasks, including performance testing, commissioning, training, support, and turnover as described in this GMP Amendment. This GMP Amendment sets forth the parties’ obligations for Phase 2 of the Project.

The Authority and Design-Builder agree as follows.

1. Phase 2 Services. Design Builder will provide the Phase 2 services described in the Guaranteed Maximum Price Proposal dated November 17, 2023 (“GMP”) which is attached to and is part of this GMP Amendment.

2. Agreement. The provisions of the Agreement govern the parties’ obligations concerning the Project.

3. Allowances and Contingences. Paragraph 4.3 of the Agreement is deleted and replaced with the following:

4.3 Allowances and Contingencies.

4.3.1 General. Allowances and contingencies as well as their corresponding values, will be set forth in the Guaranteed Maximum Price Amendment, and will be included in the Contract Price.

4.3.2 Defined Process. The GMP will, at a minimum, describe the items for which allowances and contingencies may be used, set out the process by which the amounts are accessed during the project, and describe how any unspent amounts will be allocated at project closeout.

4. Applications for Payment. For both unit cost items and lump sum items listed on the Schedule of Values, Design-Builder shall provide with each Application for Payment, documentation that demonstrates the number and type units received, implemented, constructed, or otherwise incorporated into the Project; the current construction fee and general conditions

attributed to the Project during the pay application period; any use of Contingency items and accompanying documentation; and any requests to use Owner's Allowance funds. Supporting documentation for Contingency and Owner's Allowance shall include, at a minimum, vendor and equipment invoices for materials and services, labor reports (e.g., staff, category, hours, pay rates), daily progress reports with photographs, and any other information supporting the Application for Payment. With each Application for Payment, Design Builder shall also provide any existing plan markups or documents showing the current status of construction.

5. Retainage. Despite the provisions contained in section 5.2.1 of the Agreement, Owner will not apply retainage to engineering services shown on the Schedule of Values. At the Design-Builder's request, the Authority may authorize release of retainage for subcontractors who have completed one hundred percent (100%) of their services on the Project.

6. Scheduled Substantial Completion Date. The Scheduled Substantial Completion Date is the date shown on the Project Schedule in the GMP.

7. Delay Liquidated Damages. The daily rate for Design-Builder's failure to meet the Scheduled Substantial Completion Date is \$1,500 per day. The daily rate for Design-Builder's failure to meet the Scheduled Final Completion Date is \$500 per day.

8. Effect. Upon execution, this Amendment modifies the Agreement and becomes a

[the remainder of this page is intentionally blank]

Contract Document as defined in the Agreement.

Witnesses:

Matt Anderson
Signature

Matt Anderson
Print name

Project Manager
Print title

11-17-23
Date

Chad A. Wakeman
Signature

Chad Wakeman
Print name

Estimator
Print title

11-17-23
Date

Attest:

Signature

Print name

Print title

Date

Approved as to Form:

General Counsel

Design-Builder:

Woodruff and Sons, Inc.

Donald P. Woodruff
Signature

Donald P. Woodruff
Print name

President
Print title

11-17-23
Date

**Peace River Manasota Regional Water
Supply Authority:**

Mike Coates, Executive Director

Date

TAB 2 60% GMP





Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal

To: Peace River Manasota Regional Water Supply Authority	Contact: Mike Knowles, PE
Address: 9415 Town Center Parkway Lakewood Ranch, FL 34202	Phone: (941) 316-1776
Project Name: Regional Integrated Loop Phase 2B Pipeline	Bid Number: 2777-GMP60
Project Location: Port Charlotte, FL	Bid Date: 11/17/2023

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. Engineering Services (60% To 100% Documents)					
1	Engineering Services	1.00	LS	\$754,000.00	\$754,000.00
2	Constructability Review	1.00	LS	\$100,630.00	\$100,630.00
3	Contingency - Additional Data Collection For Design	1.00	LS	\$15,000.00	\$15,000.00
Total Price for above 1. Engineering Services (60% To 100% Documents) Items:					\$869,630.00
2. General Conditions					
4	General Conditions	1.00	LS	\$2,077,423.23	\$2,077,423.23
5	Construction Stakeout And Asbuilts (Hyatt)	1.00	LS	\$722,060.42	\$722,060.42
6	Geotechnical Engineer & Inspections (Universal)	1.00	LS	\$758,000.00	\$758,000.00
7	Engineering During Construction (Kimley Horn)	1.00	LS	\$1,253,777.00	\$1,253,777.00
8	Utility Coordination (Element)	1.00	LS	\$285,000.00	\$285,000.00
9	NPDES Permit	1.00	LS	\$3,250.00	\$3,250.00
Total Price for above 2. General Conditions Items:					\$5,099,510.65
3. Peace River 42" Pipeline					
10	Mobilization	1.00	LS	\$236,327.49	\$236,327.49
11	Mobilization - Horizontal Drill Subcontractor	1.00	LS	\$195,796.30	\$195,796.30
12	Maintenance Of Traffic	1.00	LS	\$1,352,993.25	\$1,352,993.25
13	Variable Message Boards	400.00	EADY	\$33.76	\$13,504.00
14	Clearing & Grubbing	1.00	LS	\$840,866.57	\$840,866.57
15	Clearing & Grubbing (North / South Section)	18.30	ACRE	\$13,538.04	\$247,746.13
16	Erosion Control - Silt Fence	84,480.00	LF	\$3.66	\$309,196.80
17	Erosion Control - Floating Turbidity Barrier	2,000.00	LF	\$30.91	\$61,820.00
18	Connect To Existing 42" Pipe At East End Of Job From Phase 2 Interconnect Project	1.00	EACH	\$258,352.45	\$258,352.45
19a	Meter Station - Clearing Site	665.00	SY	\$12.41	\$8,252.65
19b	Meter Station - 42" BFV Valve	2.00	EACH	\$75,200.79	\$150,401.58
19c	Meter Station - 42" Steel Piping	1.00	LS	\$110,625.23	\$110,625.23
19d	Meter Station - 42" Steel 90 Bend	2.00	EACH	\$42,359.95	\$84,719.90
19e	Meter Station - 42" DI FL Pipe, FL 90 Bend, FL 90 Reducer	2.00	EACH	\$177,250.97	\$354,501.94
19f	Meter Station - 30" FL Piping	1.00	LS	\$215,949.88	\$215,949.88
19g	Meter Station - 30" Flow Meter	1.00	EACH	\$70,743.92	\$70,743.92
19h	Meter Station - 6" Air Release Valve Valve	1.00	EACH	\$37,494.31	\$37,494.31
19i	Meter Station - Electrical Scope	1.00	LS	\$38,501.88	\$38,501.88
19fj	Meter Station - Telemetry	1.00	LS	\$38,501.88	\$38,501.88
19k	Meter Station - Chain Link Fence	1.00	LS	\$22,001.07	\$22,001.07
19l	Meter Station - Concrete Support Pad	1.00	EACH	\$53,356.17	\$53,356.17
19m	Meter Station - Paint Above Ground Assembly	1.00	LS	\$16,500.80	\$16,500.80
19n	Meter Station - Landscaping	1.00	LS	\$5,500.27	\$5,500.27



Woodruff & Sons, Inc.

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 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal

To: Peace River Manasota Regional Water Supply Authority	Contact: Mike Knowles, PE
Address: 9415 Town Center Parkway Lakewood Ranch, FL 34202	Phone: (941) 316-1776
Project Name: Regional Integrated Loop Phase 2B Pipeline	Bid Number: 2777-GMP60
Project Location: Port Charlotte, FL	Bid Date: 11/17/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
19o	12" Piping For Flushing	1.00	LS	\$31,445.59	\$31,445.59
20	42" Pipe Main Line (From Tie-In At East End To East Side Toledo Blade)	22,745.00	LF	\$417.81	\$9,503,088.45
21	42" HDPE SDR-11 Pipe By HDD Under Toledo Blade Blvd (Sta. 326+30 To 340+95)	1,465.00	LF	\$1,987.87	\$2,912,229.55
22	42" Pipe Main Line (Toledo Blade To US 41)	12,660.00	LF	\$411.65	\$5,211,489.00
23	Jack And Bore 60" Steel Casing Under US 41	231.00	LF	\$5,178.23	\$1,196,171.13
24	42" Pipe Along Cornelius To 90 At Chancellor Blvd, Then North Along Chancellor	17,250.00	LF	\$414.97	\$7,158,232.50
25	42" Pipe In Easement West Of Campbell Street	8,300.00	LF	\$442.96	\$3,676,568.00
25a	Site Work Within CNP Well Site	1.00	LS	\$30,369.71	\$30,369.71
26	42" HDPE SDR-11 Pipe By HDD Under Myakka River	4,500.00	LF	\$1,947.09	\$8,761,905.00
27	42" Pipe (Myakka River To Gulf Cove Pump Station)	2,500.00	LF	\$553.63	\$1,384,075.00
28a	Gulf Cove Connection - 42"x42" Steel Tee	1.00	EACH	\$50,714.76	\$50,714.76
28b	Gulf Cove Connection - 42"x24" Reducer	1.00	EACH	\$28,004.96	\$28,004.96
28c	Gulf Cove Connection - 24" HDPE Isolation	1.00	EACH	\$81,185.90	\$81,185.90
28d	Gulf Cove Connection - 24" Gate Valve	1.00	EACH	\$27,121.80	\$27,121.80
28e	Gulf Cove Connection - 24" D.I.P. Cement Lined	220.00	LF	\$490.28	\$107,861.60
28f	Gulf Cove Connection - 24" 45 Degree Bend	1.00	EACH	\$7,527.29	\$7,527.29
28g	Gulf Cove Connection - 24" MJ Tee	1.00	EACH	\$10,190.61	\$10,190.61
28h	Gulf Cove Connection - 24"x16" DI Reducer	1.00	EACH	\$6,157.19	\$6,157.19
28i	Gulf Cove Connection - 16" D.I. Water Main	60.00	LF	\$570.57	\$34,234.20
28j	Gulf Cove Connection - 16" DI Tee	1.00	EACH	\$86,807.80	\$86,807.80
28k	Gulf Cove Connection - 16" Gate Valve	1.00	EACH	\$9,844.66	\$9,844.66
28l	Gulf Cove Connection - Connection To Ex 16" AC Water Main	1.00	EACH	\$54,962.06	\$54,962.06
29	F&I 42" FL Butterfly Valve	14.00	EACH	\$74,696.11	\$1,045,745.54
30	F&I 42"x42" Tee At Serris	2.00	EACH	\$48,785.91	\$97,571.82
31	F&I 42" 5.5 Degree Bend	2.00	EACH	\$14,263.41	\$28,526.82
32	F&I 42" 11.25 Degree Bend	7.00	EACH	\$14,284.99	\$99,994.93
33	F&I 42" 22.5 Degree Bend	52.00	EACH	\$14,253.18	\$741,165.36
34	F&I 42" 45 Degree Bend	16.00	EACH	\$19,268.81	\$308,300.96
35	F&I 42"x12" Tee	6.00	EACH	\$16,018.49	\$96,110.94
36	F&I 42"x16" Tee	1.00	EACH	\$17,824.23	\$17,824.23
37	F&I 42"x24" Tee	1.00	EACH	\$22,037.60	\$22,037.60
38	F&I 36" Manway	2.00	EACH	\$38,692.83	\$77,385.66
39	F&I 30" Manway	11.00	EACH	\$31,943.84	\$351,382.24
40	12" Blow Off Assembly	3.00	EACH	\$46,866.85	\$140,600.55
41	Air Relief/Air Vacuum Valve Type 2	21.00	EACH	\$59,588.24	\$1,251,353.04
42	Air Relief/Air Vacuum Valve Type 3	10.00	EACH	\$44,369.07	\$443,690.70
43	Stub-out For Municipality	8.00	EACH	\$10,941.35	\$87,530.80
44	Concrete Encasement At Waterway Crossings	9.00	EACH	\$49,932.61	\$449,393.49
45	Remove And Install New Guardrail At Waterway	2,000.00	LF	\$197.35	\$394,700.00



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Proposal

To: Peace River Manasota Regional Water Supply Authority	Contact: Mike Knowles, PE
Address: 9415 Town Center Parkway Lakewood Ranch, FL 34202	Phone: (941) 316-1776
Project Name: Regional Integrated Loop Phase 2B Pipeline	Bid Number: 2777-GMP60
Project Location: Port Charlotte, FL	Bid Date: 11/17/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
46	Crossings Flush System	1.00	LS	\$71,598.89	\$71,598.89
47	Pressure Testing, Sampling Points, And Disinfection Of The 42" Main	14.00	EACH	\$37,510.00	\$525,140.00
48	Remove And Dispose Existing Transite Water Main Pipe Road Crossing	21.00	EACH	\$23,809.42	\$499,997.82
49	Transite Tee Removal On Existing 12" Main Line	22.00	EACH	\$22,305.22	\$490,714.84
50	Deflect Or Reroute Existing Water Mains And Hydrant Leads	29.00	EACH	\$39,625.13	\$1,149,128.77
51	Water Service Conflicts	35.00	EACH	\$3,990.22	\$139,657.70
52	Sewer Service Conflict	3.00	EACH	\$5,849.90	\$17,549.70
53	Remove Existing RCP Station 432+50 Headwalls To Remain	375.00	LF	\$617.42	\$231,532.50
54	Remove And Replace CMP At Driveway Culverts And Road Crossings	1,630.00	LF	\$177.07	\$288,624.10
55	Remove And Replace Concrete Pipe At Driveway Culverts And Road Crossings	2,840.00	LF	\$188.84	\$536,305.60
56	Remove And Replace HDPE/PLASTIC Pipe At Driveway Culverts	420.00	LF	\$189.06	\$79,405.20
57	Concrete Driveway Replacement	3,775.00	SY	\$219.68	\$829,292.00
58	Remove And Reinstall Mailbox	90.00	EACH	\$220.01	\$19,800.90
59	Furnish And Install Concrete Ditch Pavement At Canal Crossings (Assume 100'x 20')	4,500.00	SY	\$301.55	\$1,356,975.00
60	Roadway Crossings (All Crossings Assume 12" Base And 2" Of Asphalt)	5,700.00	SY	\$201.47	\$1,148,379.00
61	Pavement Marking At Roadway Crossings	69.00	EACH	\$1,265.92	\$87,348.48
62	Remove And Reinstall Street Signs	62.00	EACH	\$275.01	\$17,050.62
63	Asphalt And Base Replacement Adjacent To Pipe Trench Areas (DOES NOT INCLUDE ANY MILLING AND RESURFACING IF NEEDED)	29,210.00	SY	\$114.52	\$3,345,129.20
64a	Asphalt Surface Restoration Chancellor Blvd. Sta. 515+50 To 520+00	1.00	LS	\$178,033.38	\$178,033.38
64b	Asphalt Surface Restoration Chancellor Blvd. Sta. 616+50 To 620+00	1.00	LS	\$141,131.66	\$141,131.66
64c	Asphalt Surface Restoration Chancellor Blvd. Sta. 478+00 To 481+00	1.00	LS	\$130,960.02	\$130,960.02
65	Sod - Bahia <ul style="list-style-type: none"> • 30' Wide Along East / West Portion • 75' Wide Along North / South Portion 	254,400.00	SY	\$6.90	\$1,755,360.00
Total Price for above 3. Peace River 42" Pipeline Items:					\$63,786,271.29

4. Insurance, Bonds, & Fees

66	General Liability & Umbrella Insurance	1.00	LS	\$767,287.39	\$767,287.39
67	Performance And Payment Bond	1.00	LS	\$534,095.92	\$534,095.92
68	Design Builder Fee	7.50	PCNT	\$697,600.00	\$5,232,000.00
Total Price for above 4. Insurance, Bonds, & Fees Items:					\$6,533,383.31



Woodruff & Sons, Inc.

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Proposal

To: Peace River Manasota Regional Water Supply Authority	Contact: Mike Knowles, PE
Address: 9415 Town Center Parkway Lakewood Ranch, FL 34202	Phone: (941) 316-1776
Project Name: Regional Integrated Loop Phase 2B Pipeline	Bid Number: 2777-GMP60
Project Location: Port Charlotte, FL	Bid Date: 11/17/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
5. Contingencies, & Allowances					
69	Allowance - Builder's Risk Insurance	1.00	LS	\$536,276.13	\$536,276.13
70	Allowance - Permit Fees	1.00	LS	\$100,000.00	\$100,000.00
71	Allowance - Tree Replacement & Landscaping	1.00	LS	\$100,000.00	\$100,000.00
72	Allowance - Wetland Plantings Or Mitigation	3.50	ACRE	\$44,002.14	\$154,007.49
73	Allowance - Furnish And Install Cathodic Protection To Pipeline	1.00	LS	\$956,476.17	\$956,476.17
74	Contingency - Fuel Escalation	1.00	LS	\$350,000.00	\$350,000.00
75	Contingency - Material Escalation	1.00	LS	\$365,250.00	\$365,250.00
76	Contingency - Unsuitable Soils (Tip Fees Are Excluded, Material Is Taken To Landfill)	500.00	CY	\$64.19	\$32,095.00
77	Contingency - Landfill Tipping Fees	1,000.00	TON	\$131.00	\$131,000.00
78	Contingency - Vibration Monitoring	1.00	LS	\$30,000.00	\$30,000.00
79	Contingency - Directional Drill (10% Of Total HDD Cost)	1.00	LS	\$1,200,000.00	\$1,200,000.00
80	Contingency - Jack & Bore	1.00	LS	\$110,000.00	\$110,000.00
81	Contingency - MOT	1.00	LS	\$100,000.00	\$100,000.00
82	Contingency - Serris Meter Station (Fencing, Concrete, Rock, Electrical, Telemetry Etc)	1.00	LS	\$60,000.00	\$60,000.00
83	Contingency - Relocation Of Existing Utilities Within Pipe Corridor	1.00	LS	\$300,000.00	\$300,000.00
84	Contingency - Weather	400.00	HR	\$946.06	\$378,424.00
85	Contingency - Roadway Base Beyond 12" Thick (Price Is Per 1" Increment)	29,210.00	SY	\$5.17	\$151,015.70
86	Contingency - Additional Mobilization	1.00	LS	\$200,000.00	\$200,000.00
87	Contingency - Inspection Fee For Municipalities & Agencies	600.00	HR	\$200.00	\$120,000.00
88	Contingency - Environmental Issues (Endangered Flora Or Fauna)	1.00	LS	\$50,000.00	\$50,000.00
89	Contingency - Historical & Survey Features	1.00	LS	\$25,000.00	\$25,000.00
90	Contingency - Public Relations (WSI Personal Only)	300.00	HR	\$200.00	\$60,000.00
91	Contingency - Wetland / Tree Planting In Myakka Island	1.00	LS	\$50,000.00	\$50,000.00
92	Contingency - 12" AC Line Breaking	1.00	EACH	\$35,803.13	\$35,803.13
93	Contingency - Guardrail Contingency	1.00	LS	\$75,000.00	\$75,000.00
94	Contingency - Existing 6" Watermain Adjustments / Impacts Station 619	1.00	LS	\$50,000.00	\$50,000.00
95	Contingency - Shoring, Restoration, Existing Utilities Station 349	1.00	LS	\$50,000.00	\$50,000.00
96	Contingency - Additional Watermain Parts	1.00	LS	\$50,000.00	\$50,000.00
97	Contingency - Existing Infrastructure Repair, Removal, Replacement Approx Station 479	1.00	LS	\$25,000.00	\$25,000.00

Total Price for above 5. Contingencies, & Allowances Items: \$5,845,347.62

Total GMP Price: \$82,134,142.87



Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
 P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
 Tel# 941.756.1871 ~ Fax# 941.755.1379

www.woodruffandsons.com

Proposal

To: Peace River Manasota Regional Water Supply Authority	Contact: Mike Knowles, PE
Address: 9415 Town Center Parkway Lakewood Ranch, FL 34202	Phone: (941) 316-1776
Project Name: Regional Integrated Loop Phase 2B Pipeline	Bid Number: 2777-GMP60
Project Location: Port Charlotte, FL	Bid Date: 11/17/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Alternate - Asphalt Maintenance Along Trench Route					
63A	Mill 3" And Install 3" Of S1 Asphalt	29,210.00	SY	\$82.58	\$2,412,161.80
Total Price for above Alternate - Asphalt Maintenance Along Trench Route Items:					\$2,412,161.80

Notes:

- Unit of Measures:
 - "ACRE" - Acre
 - "CY" - Cubic Yard
 - "EA" - Each
 - "EADY" - Each Day
 - "HR" - Hour
 - "LF" - Linear Feet
 - "LS" - Lump Sum
 - "PCNT" - Percent
 - "SY" - Square Yards
 - "TON" - Ton

<p>ACCEPTED:</p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED:</p> <p>Woodruff & Sons, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Matt Anderson (941) 756-1871 matta@woodruffandsons.com</p>
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TAB 3 MEASUREMENT & PAYMENT

General Scope of Work

This GMP scope of Work includes professional engineering and permitting services to complete design and permitting for the Project and labor, equipment, materials and supervision necessary to construct, test and place in service a 42" pipeline based upon an east / west route along the south side of Hillsborough Blvd. and Chancellor Blvd. Additionally, the north / south portion of the project is based upon the route on the west side of the Charlotte County / Sarasota County border. This route is within the SWFWMD / State Forest lands / Sarasota County west of Campbell Street, that continues south across the Myakka River onto the SWFWMD / State Forest lands west of the Najmi property. Once the drill exits the ground on the south side of the river, the 42" watermain will turn south onto the Najmi Properties and terminate at the Gulf Cove pump station.

The following line item descriptions further define the scope of work to be performed and the basis for the creation of the GMP:

Line Item #1 - Engineering Services:

To advance the engineering drawings from 60% to 100% and obtain the applicable permits to allow construction. (See exhibit 1.1)

Line Item #2 - Constructability Review:

Woodruff & Sons will review and coordinate the final design to produce an agreed upon design that delivers water from Serries Meter Station to Gulf Cove Booster Station.

General Conditions

Line Item #4 - General Conditions:

This task includes Woodruff & Sons project management, superintendents, & safety coordination for the duration of the project to oversee all aspects of construction (duration 135 weeks). Woodruff personnel will attend all meetings, maintain and facilitate regular (minimum weekly) communications with the Owner develop and submit all pay applications, oversee construction efforts, coordinate subconsultants, procure material needed for installation, issue all purchase orders, schedule all construction activities, submit shop drawings, provide schedule updates, coordinate with the various agencies and municipalities and coordinate and resolve issues that arise throughout construction. Also included are aerial photographs (duration 30 months), preconstruction video, video recording of the inside of the 42" watermain prior to filling, temporary laydown yard, and sanitation facilities. Bonds and insurance are included within a separate line item. The services listed above are duration based not hourly based from January of 2024 to April of 2026.

Line Item #5 - Construction Stakeout and As-builts:

This task includes the needed construction layout and the collection and processing of the field data to complete and produce project as-builts.

Line Item #6 – Geotechnical Engineering & Inspections

Geotechnical Engineering consists of the materials and density testing, concrete compressive strength tests, asphalt, and weld testing in accordance with the plans and specifications.

Line Item #7 – Engineering During Construction:

This task is for Kimley Horn to oversee and certify the project during the construction phase. Kimley Horn will coordinate with Hyatt to produce the applicable as-built drawings.

Line Item #8 - Utility Coordination:

This task is to coordinate existing utility relocation by the owners within the proposed pipeline corridor. This task is for coordination and documentation, and does not compensate utilities for relocation.

Line Item #9 - NPEDS Permit:

This task is to obtain one Notice of Intent(NOI) for ground water discharge for the project.

Peace River 42” Pipe Line

Line Item #10 - Mobilization:

This task includes moving all applicable Woodruff & Sons equipment to the project, around the project and off the project. One mobilization / demobilization is included within the price. Additional mobilizations will be addressed through Contingencies and Allowances.

Line Item #11- HDD Mobilization:

One Mobilization to the Project, of the directional drill subcontractor, to conduct both drills during the same mobilization is included. The intent is to conduct the Toledo Blade Drill, and the Myakka River drill when mobilized. Conducting one drill, then moving off the project and then coming back to complete the second drill is not covered.

Line Item #12 - Maintenance of Traffic:

This task includes standard FDOT Index 603 lane closures to unload and install the pipe along the proposed corridor. Also included are the applicable detours for the side street road crossings. Flaggers, automated traffic signals, post mount signs, a-frame signs, barrels and cones are included. The signs, barrels and cones are included for the duration of the project. VMB's are only accounted for the duration denoted.

Line Item #13 - Variable Message Boards (VMB):

This is the daily cost to rent one VMB. This item will be as VMBs are required by municipalities. Please note VMB are billed on a 24hr daily rate for time on job including weekends.

Line Item #14 - Clearing & Grubbing:

This task includes clearing of the pipe corridor along Hillsborough and Chancellor. It also includes removal of the concrete slabs, and asphalt pavement needed for open cut pipe installation. Hauling and disposal of the vegetation, asphalt & concrete is included.

Line Item #15 - Clearing & Grubbing (North / South Section):

This task includes clearing and grinding the vegetation along the north / south route from Campbell to Gulf Cove. Removal of the material from the site is excluded.

Line Item #16 - Erosion Control – Silt Fence:

This task is to furnish and install silt fence. One row of silt fence along one side of the pipe line route for the east / west portion of the project is included. Two rows of silt fence are included along the north / south portion of the project. Hay bales and filter cloth over existing storm inlets are included. Removal of the silt fence is included. Silt fence installation and locations will be reviewed in the field prior to installation. Erosion control will follow typical best management practices and common sense.

Line Item #17 - Erosion Control – Floating Turbidity Barrier:

This task is to furnish and install floating turbidity barrier within the canals and along the Myakka River as needed.

Line Item #18 - Connect to Existing 42”:

This task includes dewatering, installation, the ductile iron pipe from existing valve, a 5’ piece of HDPE pipe flanged on both ends, and the flanged end piece of steel pipe. Steel pipe is not included within this cost.

Line Item #19 A-O - Meter Station At East End Connection (Serris):

Tasks includes all clearing, dewatering, furnishing and installing of all piping and fittings from 42” x 42” Tee, 42” BFV the 42” steel below grade piping, and 30” ductile iron above grade piping as denoted on the construction drawings. Also included is a 30” flow meter, concrete slab, stainless steel pipe supports, one 2” ARV and one 6” ARV. Above ground piping will be painted blue. 12” temporary piping for disinfection is accounted for as water will be obtained from an existing buried 12” Tee at the existing Serris site approximately 30’ to the east of the proposed site. Electricity and telemetry are to be obtained from the existing meter site. The 42” main line piping is not included within this line item.

Line Item #20- 42” Pipe Main Line (From Tie-In At East End To East Side Of Toledo Blade):

Task includes dewatering, pipe unloading and stringing along route, installing the pipe, welding every joint, and grouting every joint. Pipe will be unloaded and strung out along the south side of the road. 3” weld outlets are included within this cost, one every approximately 200 linear feet.

Line Item #21 - 42" HDPE SDR-11 Pipe By HDD Under Toledo Blade Blvd (Sta. 326+30 To 340+95):

Task includes furnishing and installing HDPE SDR-11 42" IPS pipe. Two separate tracer wires, and the weld on flanged ends are included. Testing of the HDPE main is accounted for (Air test after welding and hydraulic testing after installation) and will be done upon completion of the bore. Upon completion, the connection to the 42" Steel main will be done and is covered within this task. One concrete thrust block on each end is included. Mud transportation is included, completed drill will NOT be mandrel. Crews will work six 12-hour days and 24/7 during the pull back operations.

Line Item #22 - 42" Pipe Main Line (Toledo Blade To US 41):

Task includes dewatering, pipe unloading and stringing along route, installing the pipe, welding every joint, and grouting every joint. Pipe is to be unloaded and strung out along the south side of the road. 3" weld outlets are included within this cost, one approximately every 200 linear feet.

Line Item # 23 - Jack & Bore 60" Steel Casing Under US 41:

Task includes dewatering, excavation of jacking and receiving pit, furnish & install 60" casing pipe, furnish and install 42" steel carrier pipe, casing spacer, and grouting the end of the pipe with brick and mortar. The annular space within the casing will not be grouted.

Line Item # 24 - 42" Pipe Along Cornelius To 90 At Chancellor Blvd, Then North Along Chancellor:

Task includes dewatering, pipe unloading and stringing along route, installing the pipe, welding every joint, and grouting every joint. Pipe is to be unloaded and strung out along the south side of the road. 3" weld outlets are included within this cost, one approximately every 200 linear feet.

Line Item #25 - 42" Pipe In Easement West Of Campbell Street:

Task includes dewatering, pipe unloading and stringing along route, installing the pipe, welding every joint, and grouting every joint. Pipe is to be unloaded and strung out within the easement. 3" weld outlets are included within this cost, one every 200 linear feet.

Line Item #25a – Sitework within CNP Well Site:

Task includes restoration of the existing concrete slab within the City of North Port well field along with holding of existing power pole. Existing fencing will be removed and reinstalled, new fence is excluded.

Line Item #26 - 42" HDPE SDR-11 Pipe By HDD Under Myakka River:

Task includes furnishing and installing HDPE SDR-11 42" IPS pipe. Two separate tracer wires, and the weld on flanged ends are included. Testing of the HDPE main is accounted for (Air test after welding and hydraulic testing after installation) and will be done upon completion of the bore. Upon completion, the connection to the 42" Steel main will be done and is covered within this task. One concrete thrust block on each end is included along with maintaining

access to the drill site on each end. Mud transportation is included. Completed drill will NOT be mandrel. Crews will work six 12-hour days and 24/7 during the pull back operations.

Line Item #27 - 42" Pipe (Myakka River To Gulf Cove Pump Station):

Task includes dewatering, furnishing the pipe, unloading and stringing along route, installing the pipe, welding every joint, and grouting every joint. Pipe is to be unloaded and strung out along the corridor. 3" weld outlets are included within this cost, one approximately every 200 linear feet.

Line Items #28 A-L- Gulf Cove Pump Station Connection:

Task includes dewatering, supplying and installation of the watermain from the 42" tee to the existing 16" watermain at the Gulf Cove site. The final connection will be below grade outside of the existing tank.

Line Item #29 - 42" FL Butterfly Valve:

Task includes furnishing and installing butterfly valve, valve box, concrete pad, and brass ID tag.

Line Items #30 – #39 – Steel Fittings:

Task includes furnishing, dewatering, welding, and installation of the fitting. No other appurtenances off of the fitting are included. The remainder of the piping system is paid within other line items.

Line Item #40 - 12" Blow Off Assembly:

Task includes dewatering, furnish and installing 42" x 12" steel tee, the 12" fittings and piping to complete one 12" blow off assembly per the detail.

Line Item #41 - Air Relief / Air Vacuum Valve Type 2:

Task include the cost to dewater, furnish and construct a Type 2 Air Vacuum Valve in accordance with the construction details. The cost of the 42" x 6" Tee is included with this line item.

Line Item #42 - Air Relief / Air Vacuum Valve Type 3:

Task include the cost to dewater, furnish and construct a Type 3 Air Vacuum Valve in accordance with the construction details. The cost of the 42" x 6" Tee is included with this line item.

Line Item #43- Stub-out For Municipality:

Task includes dewatering, furnish and installing the gate valve, a plug at the end of the gate valve, concrete pad, and valve box. Dielectric kits are excluded.

Line Item #44 - Concrete Encasement at Waterway Crossing:

This task is to furnish, install & construct the concrete encasements per the details and to the dimensions indicated on the drawings. A FDOT approved structural concrete mix will be utilized.

Line Item #45 - Remove and Install New Guardrail At Waterway Crossings:

This task includes the price to remove the existing guardrail and reinstall new FDOT approved guardrail as denoted on the plans. Two end assemblies and miscellaneous asphalt are included within each section.

Line Item #46 - Flush System:

Task includes extending the 24" DIP at Gulf Cove out of the ground and into a steel bin, to provide a flushing location for the entire 42" Watermain. Two loads of rock rip rap are included to be placed around the steel bin to limit erosion. The intention is to allow the water to spill out of the steel bin and drain and absorb into the state lands.

Line Item #47 - Pressure Testing, Sampling Point & Disinfection of 42" Main:

Task includes pressure testing the entire watermain from Serris to Gulf Cove. The system will be tested between valves thus there are 14 sections to test. Water for flushing, pressure testing, chlorination and dichlorination will be furnished and supplied by the Authority. No provisions have been made to purchase any water. 70 sample points are included which will included a 1" corp off the main, 1" poly out of the ground and a hose bib on the end of the poly for bac-t testing. Upon completion of the testing process, sample points will be removed and a 1" plug will be installed in the corp on the main.

Line Item #48 - Remove & Dispose of Existing Transite Water Main Pipe Road Crossing:

This task is to remove the existing transite watermain that crosses the road and reconstruct the pipe trench. The existing road will be cut back 1' wider than the disturbed area, then 12" of base and 2" of asphalt will be installed. Stabilized subgrade is excluded, base will be used in lieu of stabilizer. Between base and stabilizer total base thickness is not to exceed 12". It is assumed five loads of transite watermain will be hauled off. No special provisions or permits are included in handling the transite watermain. Woodruff and Sons will handle and dispose of the pipe. The pipe will not be bagged, it will remain damp and hauled in a dumpster covered with a tarp. Landfill tip fees will be reimbursed on actual cost incurred and pulled from contingency.

Line Item #49 - Transite Tee Removal On Existing 12" Main Line:

Task includes the cost to dewater, remove the existing tee, install PVC watermain up to 20' per location and the applicable hymax couplings. All pressure testing and bacteriological testing of the existing main is excluded. It is assumed this work will be conducted during daytime hours.

Line Item #50 - Deflect Or Reroute Existing Water Mains And Hydrant Leads:

This task includes the cost to dewater, remove and reinstall the existing conflicting watermain or fire hydrant lead. The intent is to bring the conflicting main over top of the proposed watermain with four fittings and a sleeve. The intent is to maintain 6" of separation between the two pipes and 3' of cover over the existing main. Pressure testing and bacteriological testing of this work is excluded.

Line Item #51 - Water Service Conflicts:

This task includes cutting the existing water service, installing the necessary poly tubing within the line to allow for the installation of the 42" watermain. The material included is two brass poly x poly adaptors and 25' of poly tubing. It is assumed all services are 1" in size, and the modifications to the existing services will remain upon completion of the 42" watermain installation. Pressure testing and bacteriological testing of this work is excluded.

Line Item #52 - Sewer Service Conflicts:

This task includes cutting the existing sewer service, installing the necessary sewer pipe and fittings to allow for the installation of the 42" watermain. The material included is two bell x spigot 6" 45 bends two 6" non shielded furncos and 28' of 6" sewer piping. Testing of this work is excluded.

Line Item #53 - Remove Existing RCP Station 432+50:

This task is to remove the existing triple 72" RCP that cross Hillsborough between the existing headwalls. The existing headwalls will remain along with the pipe that is mudded into the head walls. The ends of the pipe will be plugged with brick and mortar. The existing pipes will be removed and disposed of, the existing pipe trench will be back filled and compacted. The road will be restored with 12" of base and 2" of asphalt. Concrete sidewalk restoration is excluded and will be paid under another line item.

Line Item #54 - Remove & Replace CMP At Driveway Culverts:

Task includes furnishing and installing corrugated metal pipe that is required to be removed to facilitate the 42" Watermain construction. Dewatering is not included within this cost. Mitered ends are excluded as most all culvert crossings currently do not have one. The existing size varies, however Design-Builder will match existing size and type of material.

Line Item #55 - Remove & Replace Concrete Pipe At Driveway Culverts:

Task includes furnishing and installing RCP concrete pipe that is required to be removed to facilitate the 42" Watermain construction. Dewatering is not included within this cost. Mitered ends are excluded as most all culvert crossings currently do not have one. The existing size varies; however, Design-Builder will match existing size and type of material.

Line Item #56- Remove & Replace HDPE/Plastic Pipe At Driveway Culverts:

Task includes furnishing and installing corrugated plastic pipe that is required to be removed to facilitate the 42" Watermain construction. Dewatering is not included within this cost. Mitered ends are excluded as most all culvert crossings currently do not have one. The existing size varies; however Design-Builder will match existing size and type of material.

Line Item #57 - Concrete Driveway Replacement:

This task includes replacement of driveways that will be impacted by construction. All concrete will be 6" thick, concrete to meet Charlotte County Standards. Existing grade will be compacted

and graded accordingly to match into existing. Exact limits of removal and reconstruction will be determined in the field.

Line Item #58 - Remove & Reinstall Mailboxes:

Task includes removing existing mailbox for to facilitate construction and reinstallation of existing mailboxes. The line-item price includes a replacement cost, per mail box, of \$50 each. Mailboxes damaged as a result of construction activities and not removed to facilitate construction are not covered by this Line item.

Line Item #59 - Furnish And Install Concrete Ditch Pavement At Canal Crossings (Assume 100'x 20')

This task includes the grading and installation of concrete ditch pavement at the canal crossing in accordance with FDOT standards 524-001. Price does not include reinforcement within the concrete. The intent is to match the existing conditions. If rock rip rap is currently there, then rock rip rap will be reinstalled. A majority of the canals have concrete from EP to canal, however some have rock, in either case will match what is there.

Line Item #60 - Roadway Crossings:

This task includes the replacement of the base and asphalt that is required to be removed for the installation of 42" watermain. The existing road will be cut back 1' wider than the disturbed area, then 12" of base and 2" of asphalt will be installed. Stabilized subgrade is excluded, base will be used in lieu of stabilizer. Between base and stabilizer total base thickness is not to exceed 12". Should more than 12" of base be required Design-Builder will utilize contingency item no 85.

Line Item #61 - Pavement Marking at Roadway Crossing:

This task is to paint any disturbed markings within the roadway for all the side streets we cross. This cost is for paint only, as typical stop bars are paint and not Thermo-plastic.

Line Item #62 - Remove & Reinstall Street Signs:

This task is to remove the existing sign that may conflict with our construction efforts, store it safely and then reinstall the existing sign. New signage is excluded.

Line Item #63- Asphalt & Base Replacement to Pipe Trench:

This task includes the removal and replacement of the base and asphalt that is required to be removed that was damaged during the construction efforts associated with the installation of the 42" watermain that is not a defined road crossing within the existing pavement. The existing road will be cut back 1' wider than the disturbed area, then 12" of base and 2" of asphalt will be installed. Stabilized subgrade is excluded, base will be used in lieu of stabilizer. Between base and stabilizer total base thickness is not to exceed 12". Milling and over-pave is excluded. Should more than 12" of base be required Design-Builder will utilize contingency item no 85.

Line Item #63A- Mill 3" and Install 3" of S1 Asphalt:

As an option to line item 63, another way to repair the existing roadway that is damaged due to construction activities is to mill the broken portion of the asphalt 3" deep and install 3" of S1 Pavement. This option will require coordination with Charlotte County.

Line Item #64 A,B C - Asphalt Surface Restoration Chancellor Blvd. Sta. 515+50 To 520+00, Sta. 616+50 To 620+00, 478+00To 481+00

This task includes the removal and replacement of the base and asphalt that is required to be removed to install the pipeline within Chancellor between the noted stations. The pipe trench will be cut back 1' wider than the disturbed area, then 12" of base and 2" of asphalt will be installed. Stabilized subgrade is excluded, base will be used in lieu of stabilizer. Between base and stabilizer total base thickness is not to exceed 12". After the installation of 2" of asphalt and a period of two weeks has passed, the entire road from edge of pavement to edge of pavement will be paved with 1" of asphalt. The ends where we transition to existing pavement will be butt milled. Should more than 12" of base be required Design-Builder will utilize contingency item no 85. Final markings including thermo is included. Final lift of asphalt for all three areas will be installed at one time.

Line Item #65 – Sod - Bahia:

Task includes furnishing and installing Bahia sod only. All other types of grass and fertilization are excluded. One week of watering for newly installed grass is included along with one rolling during installation. All grass maintenance including mowing is excluded. Grass is a living organism thus life is not guaranteed after one week. After installation the maintenance of the grass will be the responsibility of Charlotte County.

Insurance, Bonds & Fees

Line Item #66– General Liability & Umbrella Insurance:

This line item includes the additional cost to provide General Liability & Umbrella Insurance for this project.

Line Item #67 – Performance and Payment Bond:

The line item covers the cost to provide a performance and payment bond to the owner to cover the cost of the project.

Line Item #68 – Design Build Fee (7.5%):

The design builder's proposed fee is a percentage of the actual work completed and invoiced on a monthly basis for pay items established under "Section 3. Peace River 42" Pipeline", and "Section 5. Contingencies, & Allowances" of the GMP proposal including Owner approved Change Orders. No other sections of the GMP proposal will receive the Design Build Fee. Refer to the Contingency and Allowance section of the GMP.

Contingencies and Allowances

Line Item #69 – Allowance - Builder’s Risk Insurance:

This line item includes the cost to provide a builder’s risk policy for this project.

Line Item #70– Allowance - Permit Fees:

This is an allowance to pay for any permit fees that will be required to construct the project. The only permit fee that is currently covered is the NOI which is listed under a separate item. Kimley Horn & Peace River will apply & submit for the applicable permits. Woodruff & Sons will pay for the permit then be reimbursed for the cost of the permit from this line item.

Line Item #71 – Allowance - Tree Replacement:

This is an allowance to replant trees and landscaping that are removed during construction along the proposed route. No landscaping or tree replacement is included within the cost of construction. It is understood that trees and landscaping along the proposed route will be removed as all work will transpire within public ROW, thus unless the owner of the trees or landscaping has permission for said plantings to reside within the ROW the property owner planted within the ROW at their own risk, therefore replacement is not warranted. It is also understood that removal of trees and vegetation within the SWFWMD, Myakka Island Point, Sutter and Najmi Properties is required for installation of the proposed watermain. Secondly with the installation of the watermain, the replacement of trees and landscaping within the new easement is not required as is typical for watermain installation, thus tree and landscaping replacement should not be warranted. This line item is intended to cover work along the outer limits of the ROW where existing tree / landscaping require removal for installation, however given the distance from the proposed infrastructure replacement of trees / landscaping will not impact the new watermain. If this item is utilized it is assumed seven (7) gallon pine trees, oak trees and sable palms will be utilized. Cost will be covered on a time and material basis.

Line Item #72 – Allowance - Wetland Plantings or Mitigation:

This is an allowance to restore wetlands that will be impacted during construction along the project corridor. There is approximately 2 acres of wetland impact along the proposed route. However, segment 3 has not been fully agreed upon by all parties, thus Design-Builder allotted for more wetland impacts. The unit cost depicted is an approximate as wetland impacts have a different cost in comparison to forested wetland impacts due to mitigation fees. The cost that is depicted is meant to generally cover replanting, monitorization and mitigation fees averaged out over the total “wetland impacts”. Cost will be reimbursed on a time and material basis.

Line Item #73 – Allowance - Furnish & Install Cathodic Protection to Pipeline:

This is an estimate to furnish and install the required Cathodic Protection system. The final design and pricing will be developed during the 60% to 100% final drawings.

Line Item #74– Contingency – Fuel Escalation:

This is a contingency to account for the volatile fuel market that is subject to change daily. Design-Builder has accounted for current fuel pricing through September 2023. Should the price of fuel (diesel & gasoline) increase beyond 10% of the September 2023 pricing as defined by US Energy Information Administration (www.eia.gov) Design-Builder will utilize this contingency to cover the price increase beyond 10%.

Line Item #75 – Contingency – Material Escalation:

This is an allowance that accounts for any material price increase above the quoted price within the September 2023 GMP.

Line Item #76 – Contingency – Unsuitable Soils:

This is a contingency if unsuitable soil is encountered. This does not account for contaminated soils. The cost depicted is to load unsuitable material and haul it to the Charlotte County Landfill. Also included in the cost is pricing to replace the unsuitable soil. Landfill tip fees are excluded. Soil will be deemed unsuitable by the Geotechnical Engineer.

Line Item #77 – Contingency – Landfill Tipping Fees:

This is a contingency to dispose of all trash and waste that is generated from the project at the Charlotte County Landfill. Tip fees will be paid by Woodruff & Sons and reimbursed from this fund with applicable landfill tickets. Hauling to the landfill is included.

Line Item #78– Contingency – Vibration Monitoring:

This is a contingency to conduct structural vibration monitoring by Universal Engineering during construction when conditions warrant it.

Line Item #79– Contingency – Directional Drill:

This is a contingency for the construction of the directional drill given the fact the path has not been confirmed and the geotechnical bores have not been completed. It can be utilized for frack outs on land or in water, total loss of drilling fluid, permit delays, limited working hours, soil conditions different than what is depicted in the Ardaman & Associates report dated 10/12/15, rock over 4500 PSI, cobbles, boulders, karst, gravel content greater than 10%, the inability to completely fuse the pipe together in one continuous length, entry and exit pits smaller than what is depicted, diesel fuel prices increasing beyond 10% of the September 2023 average, or any unforeseen issues that may arise during the HDD operation that requires a deviation from the construction drawings.

Line Item #80 – Contingency – Jack & Bore:

This is a contingency for the construction of the Jack & Bore given that Design-Builder is still working through the exact location to place the jacking and receiving pits. It can also be utilized for cobbled rock, rock bigger than 6" in size, difficulty drying up the proposed bore path, undisclosed utilities, increase in overall jacking length or any unforeseen issues that may arise during the jack and bore operation that requires a deviation from the construction drawings.

Line Item #81 – Contingency – MOT:

This is a contingency for additional signage, special custom-made signs, lighted signs, variable message boards over the quantity denoted, arrow boards, police officers, specific MOT plans in addition to what is submitted within 100% plan set, re-timing of lights, traffic studies etc. that may be required as to comply with North Port and Charlotte County requirements.

Line Item #82 – Contingency – Serris Meter Station:

This is a contingency for supplying electricity and telemetry from another site other than the existing Serris meter site, having to provide a separate power feed, unique fencing and elaborate landscaping.

Line Item #83 – Contingency – Relocation of existing utilities within pipe Corridor.

This is a contingency if existing utilities require relocation to accommodate the proposed 42" watermain. This contingency can also be used to compensate Woodruff & Sons to relocate the existing facility out of the way of the proposed 42" Water. This contingency can also be used to compensate utility owners for damage to existing facilities caused by construction efforts.

Line Item #84 – Contingency - Weather:

This is a contingency to account for weather related issues that are beyond our control. A weather-related issue is defined as a 4 hour or greater delay to production due to direct weather impact, preparation activities for impending weather or recovery following a weather event including tropical storms and hurricanes.

Line Item #85 – Contingency - Roadway Base Beyond 12":

Design-Builder has accounted for 12" of base and 2" of asphalt for all roadway repairs per Charlotte County Standards. This is a contingency if the road repair requires more than 12" of base, this line item will be utilized. The unit rate presented is the cost to furnish and install one square yard of base, one inch thick.

Line Item #86 –Contingency Mobilization:

Should any contractor or subcontractor be required to move off the project for reasons beyond their control, weather, permits, governing agencies this line item will allow them to return to the project.

Line Item #87 – Contingency - Inspection fee for Municipalities & Agencies:

This is a contingency should inspection fees be required by any agency or municipality.

Line Item #88 – Contingency - Environmental Issues (Endangered Flora Or Fauna):

This is a contingency should bald eagles need to be monitored, turtles need to be relocated or any other environmental issue arise that is not accounted for within the GMP.

Line Item #89- Contingency - Historical & Survey Features:

This is a contingency should historical artifacts be encountered or existing survey markers have to be recovered / restored.

Line Item #90 -Contingency -Public Relations (WSI Personal Only)

This is a contingency to coordinate with a public relations firm and or conduct public relations type work.

Line Item #91 -Contingency - Wetland / Tree Planting In Myakka Island:

This is a contingency to restore Myakka Island point park upon completion of the HDD and open cut watermain.

Line Item #92 -Contingency - 12" AC Line Breaking

This is a contingency to repair the existing 12" AC watermain on the south side of the Myakka River one time. The price includes 20' of pipe and two hymax couplings along with the crews to conduct the work. Testing and bacteriological testing is excluded.

Line Item #93 -Contingency - Guardrail

This is a contingency to install additional guardrail beyond the quantities denoted within the GMP.

Line Item #94 -Contingency – 6" Watermain adjustments Station 619

This is a contingency to adjust or relocate the existing 6" watermain or the proposed 42" watermain near station 619 to lessen the impact to the existing road. This is a very congested area with numerous existing structures that will have to be worked around.

Line Item #95 -Contingency – Shoring, Restoration, Existing Utilities Station 349

This is a contingency to adjust or relocate the existing watermains or the proposed 42" watermain near station 349. There are five existing watermains to cross in this area.

Line Item #96 -Contingency – Additional Watermain Parts

This is a contingency to account for any additional watermain parts that may be required beyond the listed quantities within the GMP.

Line Item #97 -Contingency – Existing infrastructure repair, removal, replacement Station 479

This is a contingency to account for any storm removal, damage, replacement or adjustment of the 42" watermain to install the pipe around the corner of Chancellor Blvd and limit disruption to the existing roadway. This is a very congested area with numerous existing structures that will have to be worked around.

EXHIBIT 1.1

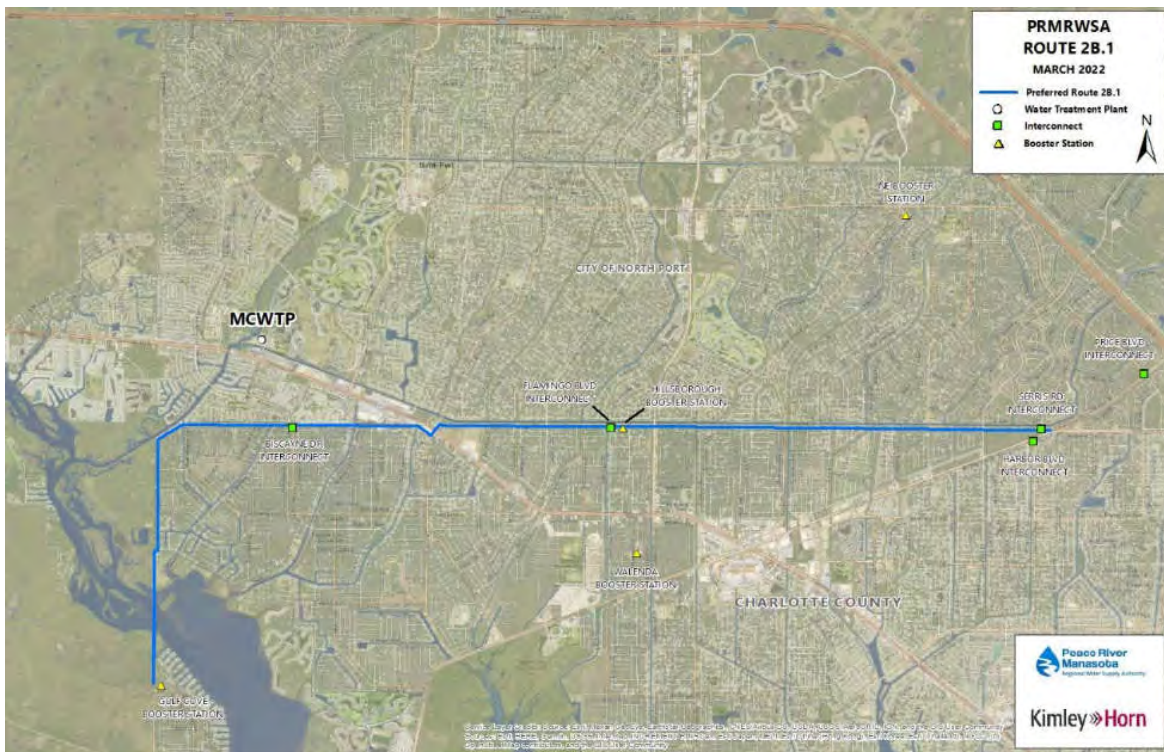
REGIONAL INTEGRATED LOOP SYSTEM PHASE 2B PIPELINE PROGRESSIVE DESIGN-BUILD

PHASE 2 SERVICES FINAL DESIGN AND CONSTRUCTION PHASE SERVICES

INTRODUCTION

Peace River Manasota Regional Water Supply (Owner) has contractual requirements with Charlotte County to design, install and place into operation the Phase 2B Regional Interconnect Pipeline (Project) from the Regional Integrated Loop program. Once this pipeline is completed the Project will deliver finished water to Charlotte County to assist with meeting capacity needs as well as support the future regional supply and connectivity goals of the Owner.

The Regional Integrated Loop Phase 2B Interconnect, as shown in the figure below, is approximately thirteen (13) miles of 42-inch diameter pipe beginning near the western end of the existing initial segment of the Phase 2 Regional Interconnect (Phase 2A Interconnect) and 36-inch diameter Regional Transmission Main in Charlotte County (near the intersection of Harbor Boulevard and Veterans Boulevard). The Owner has retained Woodruff and Sons (Design-Builder) (and Design-Builder has subcontracted Kimley-Horn and Associates, Inc. (Design Consultant) for professional engineering design) to provide the design and construction services associated with this Project. The Project is currently contracted through the Phase 1 Services which consisted of a basis of design report, preliminary and 60% design plans as well as permitting through various agencies. As these services are near completion additional design services for 90% to 100% design, final permitting, and construction phase engineering services are needed to complete this Project. The Design-Builder will provide the following services:



ASSUMPTIONS AND CLARIFICATIONS

Design-Builder's work assumes the following:

1. The construction plans are based on the 60% plan set as developed in the Phase 1 scope of services (dated November 9, 2022, Exhibit A)
2. There will be no site planning, design or permitting for any new above ground features, roadway, or sidewalk, aside from the Gulf Cove site, and the metering stations. However, site planning, design and permitting for restoration of existing features impacted by construction including drive, sidewalks, drainage features, fences, enclosures, and grading will be provided.
3. Traffic analysis and traffic impact studies are not included.
4. Landscape architecture or drainage improvements have not been included in this scope of services.

TASKS GROUP OUTLINE

1. Task 1 – 90% Design
2. Task 2 – 100% Design
3. Task 3 – Construction Phase Services
4. Task 4 – Additional Services

SCOPE OF WORK

TASK 1: 90% DESIGN

1.1 90% CONSTRUCTION DOCUMENTS

The Design-Builder will prepare a 90% Design Drawing submittal based on the design provided in Exhibit A. The 90% Design Drawing submittal will consist of the following:

- 1.1.1 Incorporation of the Owner's 60% review comments.
- 1.1.2 Horizontal and vertical alignment (Plan and Profile View) of the proposed water main, including utility conflicts resolutions.
- 1.1.3 Advance the existing Horizontal Directional Drill (HDD) design for Toledo Blade and Myakka River including providing updated submittals of plan and profile sheets, trenchless design calculation packages and technical specifications. Provide oversight of upcoming geotechnical services in the Myakka River for the subaqueous trenchless crossing at that location. This includes providing an experienced engineer or geologist to be present on the barge during geotechnical drilling operations for at least one of the overwater borings for Myakka River to provide quality control of the sampling program including:
 - 1.1.3.1 Independently verify boring locations using a handheld GPS receiver, or equivalent. The anticipated accuracy of handheld GPS receivers is usually about +/- ten (10) feet.
 - 1.1.3.2 Review equipment setup including silt curtains.
 - 1.1.3.3 Field log recovered samples including material type, record sampling methodology, recovery length and percentage, assess relative density / consistency of recovered soil samples, and ensure samples are properly labelled and stored for shipment to the laboratory.
- 1.1.4 Advance the meter station design, including electric service and instrumentation. The instrument and control systems will monitor line pressure, flow rate and totalized flow. Standby power systems are not an anticipated requirement of the Project. Power Surge Suppression and grounding systems design will be provided to adequately protect the new equipment and control systems from induced power line transients.
- 1.1.5 Gulf Cove Booster Pump Station Site Plan consisting of the proposed connection point outside of the Charlotte County existing ground storage tank.
- 1.1.6 90% design of the pipeline corrosion control system details, including evaluation of soil resistivity and AC interference.
- 1.1.7 90% design detail for the Myakka River crossing and associated technical specifications. This will include the preparation of a Geotechnical Baseline Report (GBR) for use by the drilling contractor.
- 1.1.8 All proposed construction detail sheets, asphalt repair, proposed Maintenance of Traffic (MOT) plan along the pipeline corridor and general notes.
- 1.1.9 Coordinate the construction aspect of the final designs listed above. Solicit installation quotes, coordinate construction scope and issue the applicable subcontracts.
- 1.1.10 Perform a constructability review of the plans and specifications.

1.2 90% DESIGN WORKSHOP

- 1.2.1 Design-Builder will schedule and conduct a review workshop with the Owner. Workshop results will be recorded in a meeting minute shared with participants, and comments and decisions shall be incorporated for the completion of the 100% Design Submittal.

- 1.2.2 Vertical and horizontal changes in the pipeline are not anticipated at this time and may require additional services if required.
- 1.2.3 Attend the design workshop to answer any questions in regards to construction and phasing.

1.3 DELIVERABLES

- 1.3.1 90% Design Drawings in one (1) full-size electronic version (PDF format); Three (3) 22"x 34" size drawing paper size (hardcopy) and Three (3) 11"x 17" size drawing paper size (hardcopy).
- 1.3.2 90% Technical Specifications each in an electronic version (MS Word format and PDF format).
- 1.3.3 90% Design Workshop Agenda and Minutes.

TASK 2: 100% DESIGN

2.1 100% CONSTRUCTION DOCUMENTS

The Design-Builder will prepare a 100% Design Drawing submittal based on comments received by the Authority on the 90% design plans. The 100% Design Drawing submittal will consist of the following:

- 2.1.1 Incorporation of the Owner's 90% review comments.
- 2.1.2 Finalized 100% horizontal and vertical alignment (Plan and Profile View) of the proposed water main including utility conflicts resolutions.
- 2.1.3 Prepare 100% design package for the Horizontal Directional Drill (HDD) designs including a technical memorandum describing the findings of the geotechnical investigations and a section summarizing the anticipated subsurface conditions at the Myakka River crossing.
- 2.1.4 Prepare 100% finalized electric service and instrumentation design drawings for the meter service including the power surge suppression and grounding system design.
- 2.1.5 Prepare 100% Gulf Cove Booster Pump Station Site Plan including site grading and drainage design.
- 2.1.6 100% design of the pipeline corrosion control system details, including evaluation of soil resistivity and AC interference.
- 2.1.7 All proposed construction detail sheets, asphalt repair, proposed Maintenance of Traffic (MOT) plan along the pipeline corridor and general notes.
- 2.1.8 100% Technical Specifications (MS Word format and PDF format).

2.2 DELIVERABLES

- 2.2.1 100% Design Drawings in one (1) full-size electronic version (PDF format); Three (3) 22"x 34" size drawing paper size (hardcopy) and Three (3) 11"x 17" size drawing paper size (hardcopy).
- 2.2.2 100% Technical Specifications each in an electronic version (MS Word format and PDF format).

TASK 3: CONSTRUCTION PHASE SERVICES

3.1 CONSTRUCTION PHASE SERVICES (OFFICE)

The Design-Builder will provide the construction phase services as required for engineering certifications and substantial completion as stated below. It is assumed that construction will be completed per the accepted schedule:

- 3.1.1 *Site Visits and Construction Observation.* The engineer of record (Design Consultant) will perform site visits twice a month to observe the progress of the work will evaluate whether construction is proceeding in accordance with the Contract Document.
- 3.1.2 *Construction Meetings.* The Design-Builder will host and attend construction meetings on site biweekly bases to respond to questions. The Design Consultant will be present at these meetings. It is assumed these meeting will be a combination of on-site meetings and virtual and will last no more than two (2) hours.
- 3.1.3 *Clarifications and Interpretations.* The Design Consultant will respond to reasonable and appropriate clarifications and interpretations in accordance with the Contract Documents. Any orders authorizing variations from the Contract Documents will be made only by the Owner.
- 3.1.4 *Change Orders.* The Design Consultant will review and make recommendations related to Change Orders submitted or proposed by the Owner.
- 3.1.5 *Shop Drawings and Samples.* The Design Consultant will review Shop Drawings and Samples and other data which is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.
- 3.1.6 *Substitutes and "or-equal/equivalent."* The Design Consultant will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment in accordance with the Contract Documents.
- 3.1.7 *Inspections and Tests.* The Design Consultant review certificates of inspections within the Design Consultants' areas of responsibility. The review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. The Design Consultant is entitled to rely on the results of such tests.
- 3.1.8 *Applications for Payment.* Based on its observations the Design Consultant will review applications for payment and supporting documentation and recommend amounts be paid. Recommendations will be based on the Design Consultant's knowledge, information, and belief, and will state whether in Design Consultant's opinion work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Design Consultant's recommendations will not be a representation that its observations extended to every aspect of work or involved detailed inspections.
- 3.1.9 *Substantial Completion.* The Design Consultant will conduct a site visit to determine if the work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- 3.1.10 *Final Notice of Acceptability of the Work.* The Design Consultant will conduct a final site visit to evaluate whether the completed work is generally in accordance with the Contract

Documents and the final punch list so that the Design Consultant may recommend final payment.

- 3.1.11 *Record Drawings.* The Design Consultant will prepare a record drawing showing significant changes identified in the as-built information or made to the design by the Owner. Record drawings are not guaranteed to be as-builts but will be based on information made available.

3.2 ENVIRONMENTAL SERVICES

In addition to the services provided above, the Design-Builder shall provide additional support as necessary to provide environmental services that will consist of the following tasks:

- 3.2.1 Pre-Construction Gopher Tortoise Survey – Within ninety (90) days of the start of construction, an Environmental Ecologist, who is an Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent will complete a Gopher Tortoise Survey for each of the three (3) pipeline segments. This task will include the following:
 - 3.2.2 Perform a Gopher Tortoise Survey, in accordance with the FWC guidelines, covering 100% of the above referenced area. These services include surveying and flagging all gopher tortoise burrows using handheld GPS equipment and preparation and submittal of a memorandum detailing the required permit requirements for each segment along with a map of the tortoise burrows and their twenty-five (25) foot protected buffer.
 - 3.2.3 Gopher Tortoise Permitting and Relocation - Following the Pre-Construction Gopher Tortoise Survey (task above), an Environmental Ecologist, who is an FWC Authorized Gopher Tortoise Agent will provide gopher tortoise permitting and relocation services, if needed. Gopher tortoises are transient, and the surveys are only valid for 90 days. The exact fee for this task cannot be determined until closer to the start of construction once the survey is updated. However, if the results of the preliminary Gopher Tortoise Survey suggest that the Project will require a Gopher Tortoise Conservation Permit, through FWC, and the relocation of approximately twenty (20) burrows [ten (10) tortoises].
 - 3.2.4 Eastern Indigo Snake Protection Plan – Environmental Ecologist will conduct an Eastern Indigo Snake education meeting with construction crew prior to construction commencement and. This task will include:
 - 3.2.4.1 Notify US Fish and Wildlife Service (USFWS) Field Office at least thirty (30) days prior to any clearing/land alteration activities of intended implementation of the Eastern Indigo Snake Protection Plan.
 - 3.2.4.2 Conduct onsite presentations regarding protection of the listed species to parties involved with the Project, as needed, and for each additional new crew assigned to the Project.
 - 3.2.4.3 Distribute educational brochures to the Design-Builders in attendance at the presentation, as well as provide additional copies to the construction superintendent to make available onsite.
 - 3.2.4.4 Delivery of educational posters to be posted in the construction office and throughout the construction site.
 - 3.2.4.5 Quarterly site visits to observe the condition of posters and replace as needed.
 - 3.2.4.6 Submission of monitoring report to USFWS within sixty (60) days of project completion.

- 3.2.6 Biologist Oversight for Permit Compliance - An Environmental Ecologist will provide oversight during construction activities within wetland boundaries. This task will include the following:
- 3.2.6.1 Coordination with U.S. Army Corps of Engineers (ACOE) and Florida Department of Environmental Protection (FDEP) including notices of commencement and permit close-out.
- 3.2.6.2 An Ecologist on site during construction to monitor work in wetlands including:
- i. An experienced Staff Ecologist dedicated to the pipeline project;
 - ii. As needed oversight of wetland soil removal, segregation, and regrading;
 - iii. As needed in water observation for frac-outs and protected species;
 - iv. Completion of data sheet documenting soil removal and replacement process.
 - v. Monthly site inspection of site conditions to ensure compliance with permit conditions.
 - vi. Maintenance of records related to wetland impacts, wetland assessment, and progress reports; and,
 - vii. Oversight by a Senior Ecologist of reports generated by the Staff Ecologist.
- 3.2.6.3 A copy of records and data sheets generated through the construction period will be provided to the Owner on a monthly basis.

3.3 ELECTRICAL SERVICES

In addition to the services provided above, the Design-Builder shall provide electrical services that will consist of the following tasks:

- 3.3.1 Provide coordination of functional testing and review of testing and startup procedures with the electrical subcontractor.
- 3.3.2 Witness performance testing for the electrical systems.
- 3.3.3 Review submitted Operations and Maintenance manuals (O&M).

3.4 HORIZONTAL DIRECTIONAL DRILL SERVICES

The Design-Builder will provide the following supervision of the HDD during key aspects of the installation including:

- 3.4.1 Review all pre-construction submittals from the HDD operations to assess that methodology, equipment, and operations comply with design documents and Owner expectations.
- 3.4.2 Provide onsite representation full-time during pilot hole and pipe pullback operations to confirm compliance with design protocols and to confirm actual vs predicted pipe performance.
- 3.4.3 Conduct periodic visits during borehole reaming and cleaning swab passes.
- 3.4.4 Review pipe specifications, calibrations, pipe handling setup, load testing and fusing operations to ensure industry standard quality control protocols are adhered to.
- 3.4.5 Review submittals before, during and after the HDD installations to confirm that all pertinent data is recorded for each step of the pipe installation operations, and to ensure that the As-Built information is a true representation of actual conditions.

EXHIBIT 1.2
FEE SCHEDULE

TASK	DESCRIPTION	HOURLY FEE
1	90% DESIGN CONSTRUCTION DOCS	\$553,917
2	100% DESIGN CONSTRUCTION DOCS	\$200,083
3	CONSTRUCTION PHASE SERVICES	\$1,253,777
	HOURLY FEE TOTAL	\$2,007,777

EXHIBIT 1.3



Peace River Manasota Regional Water Supply Authority

Regional Integrated Loop Phase 2B Pipeline

Design Builder - Woodruff and Sons
Design Consultant - Kimley Horn

Phase 1 Services

Task ID	Task Description	Professional Services								Labor Hours	Subconsultant Fees and Expenses	Fee for Professional Services	Total Fee
		Principal	Senior Engineer II	Senior Engineer I	Project Engineer	Assistant Engineer	Senior Designer / Technical Specialist	Technician / CAD	Project Administrator				
	Hourly Rate	\$ 310	\$ 276	\$ 245	\$ 215	\$ 185	\$ 215	\$ 185	\$ 105				
90% Design													
	Project Management and Coordination	12	30	25	30	80	80	16	8	281	\$ 2,000	\$ 60,345.00	\$ 62,345.00
	Basis of GMP Design										\$ -	\$ -	\$ -
	Prepare and Submittal Construction Documents	16	32	32	136	136	125	150	8	635	\$ 2,000	\$ 131,465.00	\$ 133,465.00
	QC/Revisions	16	16	16	20	20	40	50	6	166		\$ 36,610.00	\$ 36,610.00
	Utility Coordination	8	8	12	6	24	18	80	12	160		\$ 30,800.00	\$ 30,800.00
	90% Review Workshop	16	8	16	4	12	12		8	70	\$ 2,000	\$ 17,580.00	\$ 19,580.00
	Environmental Services	6	8	12	16	24	12	12	16	106	\$ 47,110	\$ 21,360.00	\$ 68,470.00
	Corrosion Control Design	12	16	12	24	24	20	20	16	144	\$ 27,000	\$ 30,340.00	\$ 57,340.00
	HDD Design	24	12	12	24	24	20	40	16	172	\$ 108,647	\$ 36,660.00	\$ 145,307.00
	Subtotal Hours	102	132	137	280	324	327	368	90	1,740			
	Subtotal Fee	\$ 31,620	\$ 36,300	\$ 33,565	\$ 55,900	\$ 59,940	\$ 70,305	\$ 68,080	\$ 9,450	\$ 365,160	\$ 188,757.00	\$ 365,160.00	\$ 553,917.00
100% Design													
	Project Management and Coordination	12	24	16	12	24	16	16	8	126	\$ 2,000	\$ 29,290.00	\$ 30,290.00
	Basis of GMP Design										\$ -	\$ -	\$ -
	Prepare and Submittal Construction Documents	24	24	24	104	104	60	100	6	446	\$ 2,000	\$ 93,550.00	\$ 95,550.00
	QC/Revisions	24	12	12	16	16	30	25	4	123		\$ 28,615.00	\$ 28,615.00
	Utility Coordination	8	8	12	6	24	18	40	8	116	\$ 528	\$ 22,980.00	\$ 23,508.00
	100% Review Workshop	16	8	16	4	12	12	16	4	88	\$ 2,000	\$ 20,120.00	\$ 22,120.00
	Subtotal Hours	76	76	80	142	164	136	197	28	899			
	Subtotal Fee	\$ 23,560	\$ 20,900	\$ 19,600	\$ 30,530	\$ 30,340	\$ 29,240	\$ 36,445	\$ 2,940	\$ 193,555	\$ 6,528.00	\$ 193,555.00	\$ 200,083.00
	Total Design Fee	\$55,180	\$57,200	\$53,165	\$86,430	\$90,280	\$99,545	\$104,525	\$12,390	\$558,716	\$ 195,285.00	\$ 558,715.00	\$ 754,000.00
10.0 Construction Phase Services (Office)													
	Shop Drawing Review	25	76		76	78	56	56	56	427		\$ 88,680.00	\$ 88,680.00
	Bi-Weekly Progress Meetings	48		96	192		96		48	480		\$ 105,360.00	\$ 105,360.00
	Change Orders	30	30		48	96	30	72	48	420		\$ 88,230.00	\$ 88,230.00
	Inspections and Tests		16	16		64	64		64	224		\$ 40,640.00	\$ 40,640.00
	Record Drawing preparation	8		152	304		304	008		1,376	\$ 5,000	\$ 282,920.00	\$ 287,920.00
	Partial Certifications	6		64	128		64		24	288		\$ 61,960.00	\$ 61,960.00
	Substantial Completion			24		24	24		6	76		\$ 16,110.00	\$ 16,110.00
	Final Certifications			24	24		12		12	72		\$ 14,880.00	\$ 14,880.00
	Final Completion		12		64	24	12		9	121		\$ 25,025.00	\$ 25,025.00
	Site Visits and Play App review	24		24	96	96	192		432		\$ 2,000	\$ 93,000.00	\$ 95,000.00
	Environmental Services CPS	6		6	8	12	8		8	48	\$ 219,000	\$ 9,830.00	\$ 228,830.00
	Corrosion Control CPS	24		12	24	24	20		8	112	\$ 50,000	\$ 25,120.00	\$ 75,120.00
	HDD CPS	24	24	12	24	24	20	40	8	176	\$ 86,902	\$ 39,120.00	\$ 126,022.00
	Subtotal Hours	197	160	478	1,038	442	944	704	291	4,254			
	Subtotal Fee	\$81,070	\$44,000	\$117,110	\$223,170	\$81,770	\$202,960	\$130,240	\$30,555	\$890,875	\$ 362,902.00	\$ 890,875.00	\$ 1,253,777.00
												Math Check	\$ 1,253,777.00
	Total Fee	\$116,250	\$101,200	\$170,275	\$309,600	\$172,050	\$302,505	\$234,765	\$42,945	\$1,449,590	\$ 558,187.00	\$ 1,449,590.00	\$ 2,007,777.00

TAB 4 ASSUMPTIONS & CLARIFICATIONS

Assumptions & Clarifications

- 1) Design Builder may work any portion of the project at any time with no limitation, provided proper notice has been issued, permits are obtained and easements are acquired. There is no predefined order as to the completion of the project. At all times Woodruff and Sons is in 100% control of its means and methods for construction. Means and methods can be suggested but Design-Builder is under no obligation or requirement to adhere to them. OSHA regulations will be followed and MOT will be coordinated with the applicable jurisdictions.
- 2) The guaranteed maximum price is firm assuming the GMP Amendment is executed by the parties on or before December 15, 2023.
- 3) It is assumed that the Notice To Proceed (NTP) for construction will be issued by January 2, 2024, with a substantial completion date of March 2026. If the notice to proceed date for construction is issued after January 2, 2024 then the substantial completion date will need to be extended beyond March 2026 by an amount equal to the number of days the NTP extends beyond January 2, 2024 without liquidated damages being imposed.
- 4) Quantities that are listed with a unit rate are approximate in nature. Quantities will be billed at the installed amount. It is possible that the Design Builder may exceed the listed quantity amount and payment will still be due. Funds will be pulled from contingency as applicable, however, the GMP will not be exceeded. Upon completion of the project, under runs of quantities will not be billed and it will be deemed a savings to the project. Under run dollar amounts can be utilized to pay for overruns within other line items where contingency is not available.

To the extent that the final cost of construction for all pay items established under "Section 3. Peace River 42" Pipeline" (Section 3) of the GMP proposal, do not exceed the total value for Section 3, all savings shall be shared as follows:

Authority = 50%

Design-Builder = 50%

The following pay items, within Section 3, shall not be included for shared savings; Item 63 – Asphalt And Base Replacement Adjacent to Pipe Trench Areas, and Item 65 – Sod – Bahia. Additionally, if 100% of a line item is removed from the scope of work as determined by the owner, said line item will be deducted from the total value for Section 3 when calculating the shared savings. Any line item within section 3 that has been conducted in any portion, except items 63 & item 65, will be included within the calculation of shared savings. At the time of final invoicing, any calculated savings between total invoiced amount of Section 3 and the amount established in the GMP for Section 3, will be added to the Design-Builder fee line item, which will be part of the final invoice. The calculated savings shall not have the Design-Builder's fee added to the total.

- 5) Lump sum items will be billed in monthly increments per a schedule of values, and will be paid in full upon completion of the project. Lump sum items included in the Contingency and Allowance section of the GMP shall be billed using criteria established within the Contingency and Allowance section of the GMP.
- 6) Guaranteed maximum price and schedule are based on a normal 50-hour work week. Monday through Friday from 7:00 am to 5:30 pm with Saturdays as needed. Directional drill subcontractor will work 6 days a week as well as 24-hour operation during final pipe pull. Some

activities might require night work, for example tie-ins, but these will be coordinated in advance with the Authority, Charlotte County, and or the appropriate municipality.

- 7) Normal construction PPE is included: hard hats, safety vests, and closed toed shoes. Safety glasses, masks, and gloves are also included when required.
- 8) It is assumed that in-person progress meetings will be held at Peace River's facilities off Kings Highway when not held onsite or at another agreed upon location. No dedicated office trailer or facility has been included within the scope of work.
- 9) It is assumed that all land acquisition and temporary / permanent easements for all the proposed improvements including the Myakka River crossing will be obtained and ready for construction by April 1st, 2024 or sooner. *The risk associated with this task are covered with in GMP Line-Item No. 86*
- 10) All easements and property acquisitions that are required for completion of the project will be funded by the Authority and those funds are not currently included within this guaranteed maximum price.
- 11) It is assumed that all the water needed for flushing, pressure testing, chlorination, and de-chlorination will be provided by the Authority at a location near Serris Meter Station at no cost.
- 12) Dewatering is defined as one header pipe with the applicable well points connected to one dewatering pump, or one roll of sock underdrain connected to one dewatering pump. If sock underdrain is utilized, ends will be cut 3' below grade and plugged, the sock pipe will be left in place and NOT grouted. If well points are utilized, well point holes will be backfilled with a granular material and rodded.
- 13) It is assumed a welded joint is defined as an internal full circumferential weld on each joint.
- 14) It is assumed that a grouting joint is defined as installing a non-shrink mortar on the inside of the joint after it has been welded.
- 15) It is assumed that all pipe installation will be installed via open cut other than a jack and bore under US 41, a directional drill under Toledo Blade, and a directional drill under the Myakka River. All other road crossings will be open cut without the installation of a casing pipe.
- 16) It is assumed the Authority will have a full-time inspector for this Phase 2B project. No dedicated inspector has been included within the guaranteed maximum price.
- 17) All inspections by Charlotte County, City of North Port, Sarasota County and any other governmental agency will be done at their cost. Should inspection cost be required, *the risk associated with this task are covered within Contingency No. 87*
- 18) It is assumed that there are no threatened and or endangered species (flora or fauna) impacted by the project. Should replanting be required, *the risk associated with this task are covered within GMP Contingency No. 88*
- 19) It is assumed that all vegetation material from the clearing operations within the north / south portion of the project will be ground up by a chipper and left on site to be spread back over the finish grade of the pipe corridor.
- 20) The drilling mud disposal site is assumed to be on Peace River Property off of Kings Highway. All drilling mud generated with the construction of the Phase 2B project will be delivered to this location.

- 21) It is assumed all sewer services are 6" in size, and the modifications to the existing services will remain upon completion of the 42" watermain installation.
- 22) It is assumed that there are no significant or historical features along the corridor which would require investigation, design, and/or permitting along the corridor, including but not limited to: archeological, social/economic, noise, and 4(f) (specifically issues governed by Section 4(f) of the Policy Paper supplements to the Federal Highway Administration's (FHWA) regulations governing the use of land from publicly owned parks, recreation areas, wildlife and waterfowl refuges, and public or private historic sites for Federal Highway Projects). Should historical investigation be required, *the risk associated with this task are covered within GMP Contingency No. 89*
- 23) It is assumed no hazardous material, contaminated water and or soil will NOT be encountered within the project limits.
- 24) Existing utility adjustment cost for FPL, TECO, Verizon, North Port etc. are excluded. Should relocation expenses be required, *the risk associated with this task are covered within GMP Contingency No. 83*
- 25) Design-Builder have excluded the cost for FPL drop and hook up for the cathodic protection locations as well as Serris Meter Station.
- 26) To the best of our ability, material procured for this project shall comply with AIS standards. There will be some parts that are required for construction that do not meet AIS standards when no substitute can be found.
- 27) Design-Builder has excluded milling and over paving of Hillsborough and Chancellor except where noted. Roads will be patched but not milled and overlaid.
- 28) Design-Builder has excluded all public relations scope of work from the guaranteed maximum price. Public relations if required will be the responsibility of the Authority. Should public meeting be required, *the risk associated with this task are covered within GMP Contingency No. 90*
- 29) Excluded from this contract is any construction / demolition / improvements associated with the existing Gulf Cove Water Tank.
- 30) Asphalt prices are volatile, pricing of asphalt is at present current September 2023 prices. Adjustments to asphalt prices will follow FDOT standard for fuel and bituminous average price index.
- 31) Charlotte County has mentioned installing a parallel 8" water main to the 42" Regional Watermain. Design-Builder has excluded any coordination of our installation procedures and production with any other contractors and/or projects outside of those included within this project.
- 32) Condemnation and purchase of private property have been excluded from this GMP. If additional private lands are required it can be discussed and the applicable cost added to the budget once the exact location and size of the property has been determined.
- 33) Design, costing, and construction along Campbell Street, the Sutter Property and the Najmi Property have been excluded at this time.
- 34) Driveways disturbed during construction will be restored to Charlotte County Standards with 6" of concrete and fiber mesh. Reinforcing wire and concrete colors / paint are excluded.

- 35) In regards to the horizontal directional drill Design-Builder is still waiting on permission to conduct the needed geotechnical testing. The results of the geotechnical report may change the overall price of the drill. If an artesian well is encountered during the horizontal directional drill, the cost to deal with this unknown event is excluded. If a total loss of drilling fluid is encountered and fluid cannot be re-established, all costs associated with drilling fluid and water will be invoiced at cost plus 7.5% design builder fee. *The risk associated with this task are covered within GMP Contingency No. 79*
- 36) Subsurface rock depicted within the geotechnical bores has been accounted for. Rock encountered where it is not denoted within the geotechnical bores is excluded and will be handled on a time and material basis.
- 37) All mowing and maintenance of the existing right of way whether within our construction zone or not is excluded before, during and after construction.

Contingency and Allowances

Contingency Items are those items and amounts identified in the GMP controlled in full by the Design-Builder. Allowance Items are those items and amounts identified in the GMP controlled in full by the Owner. Design-Builder may only use Owner Allowance amounts after receiving approval from the Owner. For each item shown in the GMP (Allowances and Contingencies) Design-Builder will submit invoices / documentation for actual costs incurred and Owner will pay for the cost of the work plus a 7.5% design builder fee not to exceed the total amount of the contingency or allowance item. If the cost of any Owner Allowance item exceeds the cost shown, Owner will determine whether and how much additional money it will spend on that item and that additional cost will be reflected in a Change Order. Design Builder is entitled to use the total contingency shown on the GMP as Contingency to cover any unanticipated cost not included within their pay item and provide written documentation to the Owner demonstrating the cost was not included. If one contingency has a cost overrun, Design-Builder may use unused funds from another contingency item to cover those costs.

Design-Builder shall provide a report on the status of and anticipated use of contingencies and allowances in each progress meeting between Owner and Design-Builder. Any unused Contingency or Allowance amounts remaining at the completion of the contract will be the Owners savings.

Additional Services

Any additional services outside of the scope of work presented within the guaranteed maximum price, the assumptions and exclusions, as well as the measurement and payment section will be a change order between the Design Builder and the Authority. The change order will be negotiated at that time for said scope of work for the additional funds and time adjustment to the schedule to properly complete the additional scope.

TAB 5 SUBCONTRACTOR & SUPPLIER LIST



Subcontractor's List

<u>Scope of Work</u>	<u>Selected Subcontractor</u>
Surveying	Hyatt Survey Services, Inc.
Geotechnical Testing	Universal Engineering Sciences
Utility Coordination	Element Engineering Group, LLC
Directional Drill	TBD
Cathodic Protection	TBD
Welding	National Welding Corporation
Grouting	Coblaco
Concrete Driveways	Lovin Construction
Asphalt	AJAX
Guardrail	Alford Construction, Inc.

Supplier's List

<u>Scope of Work</u>	<u>Selected Supplier</u>
Steel Pipe	American Spiral Weld Pipe Company, LLC
Steel Fittings	American Spiral Weld Pipe Company, LLC
HDPE Pipe	TBD
Butterfly Valves	Core & Main
Ductile Iron Pipe	Core & Main (US Pipe)
Ductile Iron Fittings	Core & Main
Reinforced Concrete Pipe	County Materials
Steel Casing Pipe	Universal Pipe & Steel Supply

TAB 6

PROJECT SCHEDULE

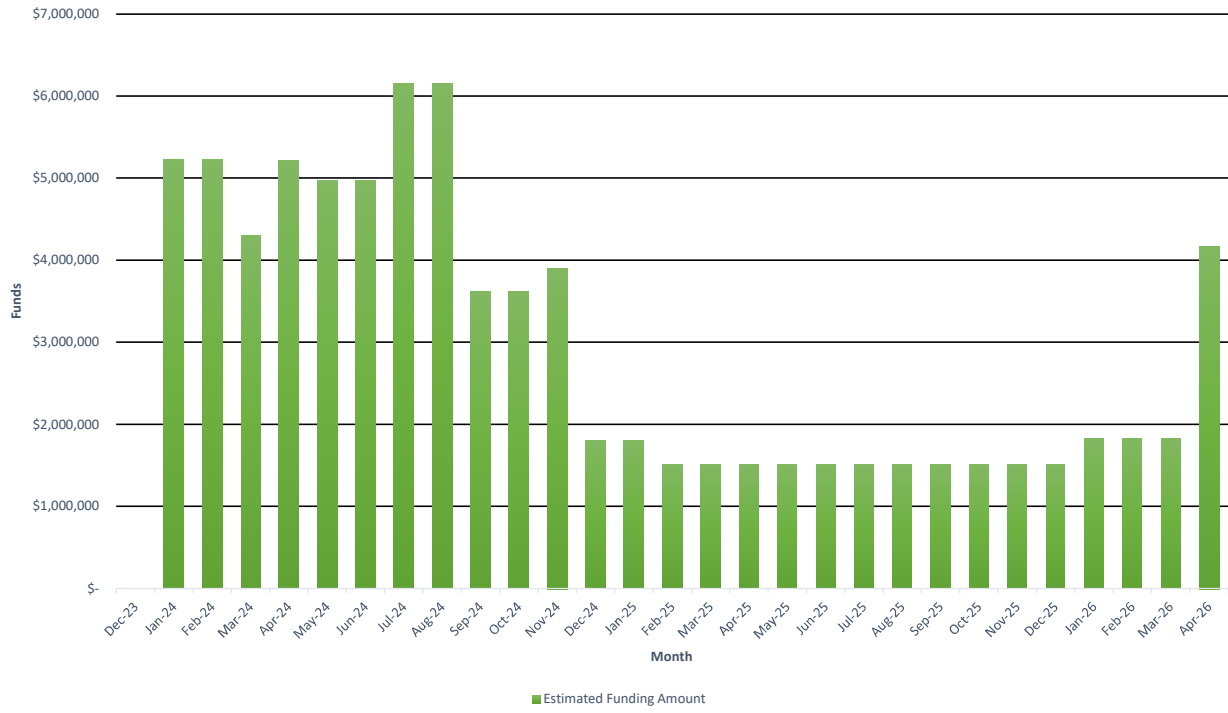


TAB 7

ESTIMATED CASH FLOW CHART



Monthly Project Cash Flow - Peace River Phase 2B



TAB 8

SCHEDULE OF SUBMITTALS

TAB 9

SURETY LETTER





July 26, 2023

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

RE: Design/Build - Regional Integrated Loop Phase 2B Pipeline Project

To Whom it May Concern:

Woodruff & Sons, Inc. ("Woodruff") is a highly regarded and valued bonded client of American Global and Hartford Fire Insurance Company ("Hartford"). Woodruff has been in business for 70 years and is a builder of quality work. Under the right underwriting circumstances, Woodruff is capable of providing Bid, Performance and Payment bonds of up to \$100MM for any single contract and in excess of \$200MM in the aggregate. The Hartford has an A.M. Best Rating of A+ with a financial size category of XV and is licensed in all 50 States.

Please understand that any arrangement for any bonds is a matter between Woodruff and The Hartford and we assume no liability to third parties or to you if, for any reason, we do not issue requested bonds.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of any final bonds. We trust that the above information will enable you to consider Woodruff for your construction project(s).

Please do not hesitate to contact me with any questions.

William Griffin
Attorney-in-Fact

Orlando Regional Bond Department
P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800-824-1732
Facsimile 877-536-9102

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: AMERICAN GLOBAL LLC
Agency Code: 21-212039

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Krystal L. Stravato, Kevin T. Walsh, Jr. of Whippany NJ, Ricardo Davila, William Griffin, Michael Marino, Vivian Santiago, Torre Taylor of MIAMI, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of July 26, 2023.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

GENERAL COUNSEL'S REPORT

Presenter -

Douglas Manson, General Counsel

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023

EXECUTIVE DIRECTOR'S REPORT

Presenter -

Mike Coates, Executive Director

Recommended Action -

Status Report. This item is presented for the Board's information and no action is required.

(1) Board Meeting Schedule & Timeframe for New Supply Project Selection

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 1**

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report
Date: December 6, 2023
TO: Mike Coates, Executive Director
Developed By: Shalina Odegard, Project Manager II

This memorandum summarizes rainfall, surface water conditions, and the Authority’s current water storage and supply conditions for the month of October, and the preceding 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from October 1, 2022, through October 31, 2023. Rainfall in the Peace River Basin for the past 12-months totaled 43.37 inches, which is 8.93 inches below the long-term historical average of 52.30 inches. Rainfall for the month of October 2023 totaled 1.62 inches, a value 1.48 inches below the historical monthly average of 3.10 inches for October.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	12 Mo Total
Historical Avg Rainfall ¹	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	8.10	7.70	7.30	3.10	52.30
Actual Rainfall ²	0.24	3.14	2.10	1.36	0.90	0.35	2.71	5.19	6.45	5.02	7.98	6.55	1.62	43.37
Diff. Historical vs Actual	-2.86	1.44	0.20	-0.84	-1.60	-2.55	0.21	1.19	-1.95	-3.08	0.28	-0.75	-1.48	-8.93

¹ Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

² Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending October 2023. Data shown for the Authority’s 4-county service area indicate very dry to normal conditions for most of Sarasota and Manatee Counties and drier than normal to normal conditions for most of DeSoto and Charlotte Counties. The overall inland Peace River Basin indicates very dry to normal conditions from Polk to DeSoto Counties over the last 12 months.

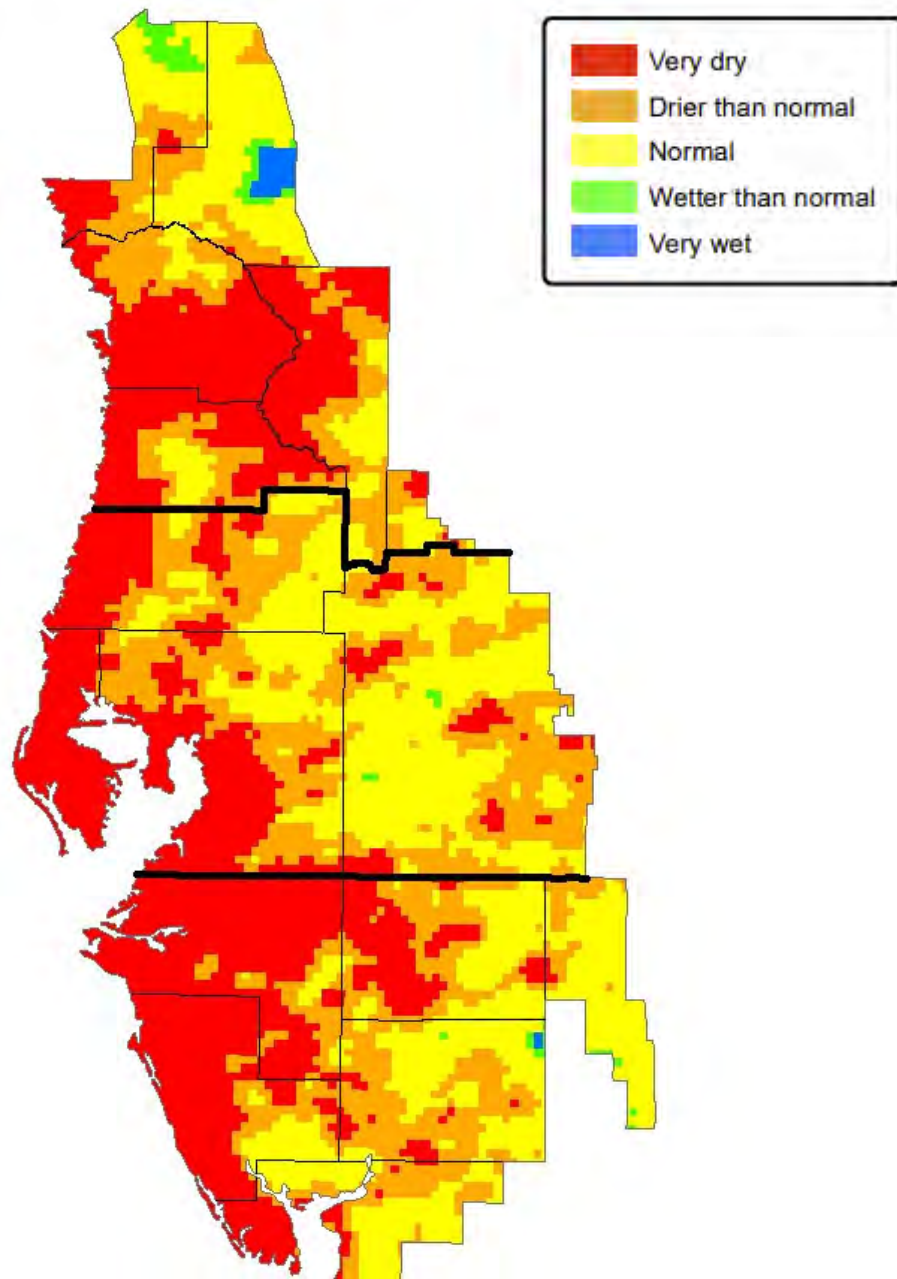
NOAA projections for the next three months (Nov 2023 – Jan 2024) are for equal odds of above, near, or below normal temperatures and likely above normal rainfall for Southwest Florida. The

NOAA/ENSO (El Nino/ La Nina) extended forecast indicates El Nino conditions will continue through the Northern Hemisphere spring (with an 80% chance during March - May 2024).

Figure 1 (SWFWMD Rainfall Conditions Map)

Rainfall Distribution

November 2022 through October 2023



River Flow Conditions

Figure 2 provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above decreased below the historical average in mid-September 2023 and then increased above the historical average near the end of September 2023. Mid-October 2023, the combined flow decreased below the historical average and remained below until the end of October 2023. **Figure 3** provides a hydrograph of combined flows plotted against the historical average and the 130 cfs lower limit for withdrawals.

Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)

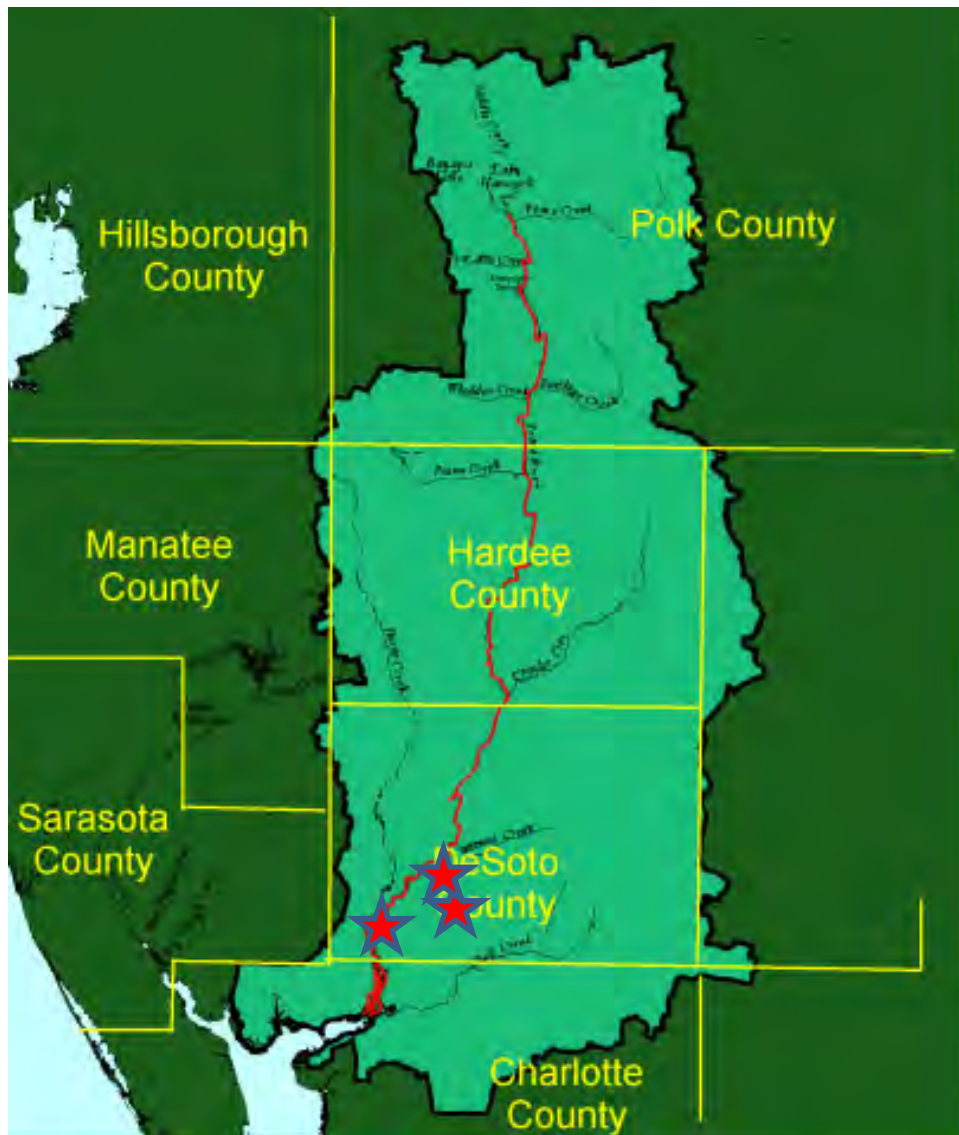
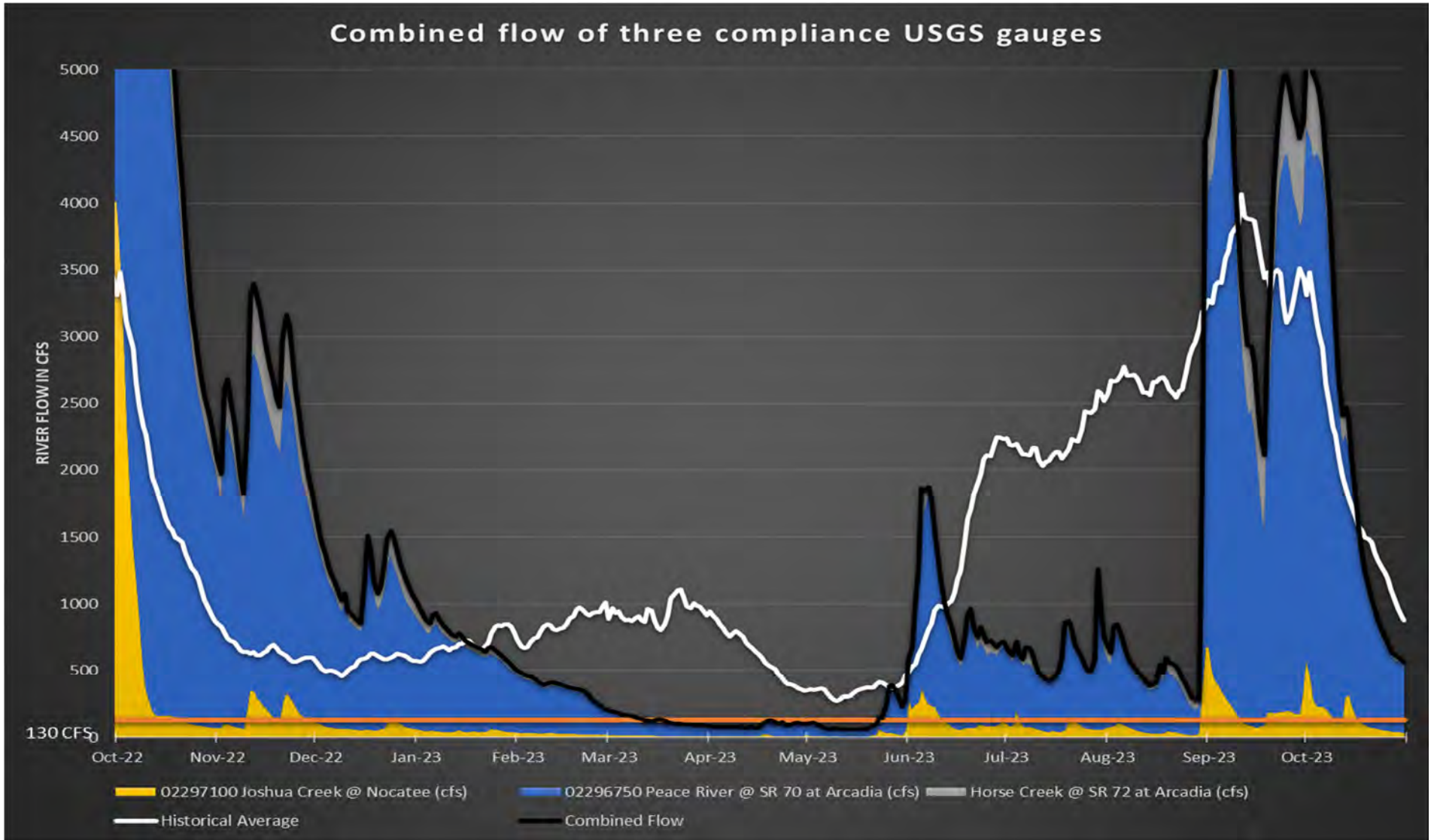


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS



River Withdrawals, Finished Water Production, & Demand (October 2022 – October 2023)

Figure 4 provides average daily river withdrawals for each of the last 13 months at the Peace River Facility in million gallons per day (MGD). Average withdrawals for October 2023 (37.6 MGD) were 16.1 MGD higher than those that occurred in October 2022 (21.5 MGD).

Figure 4

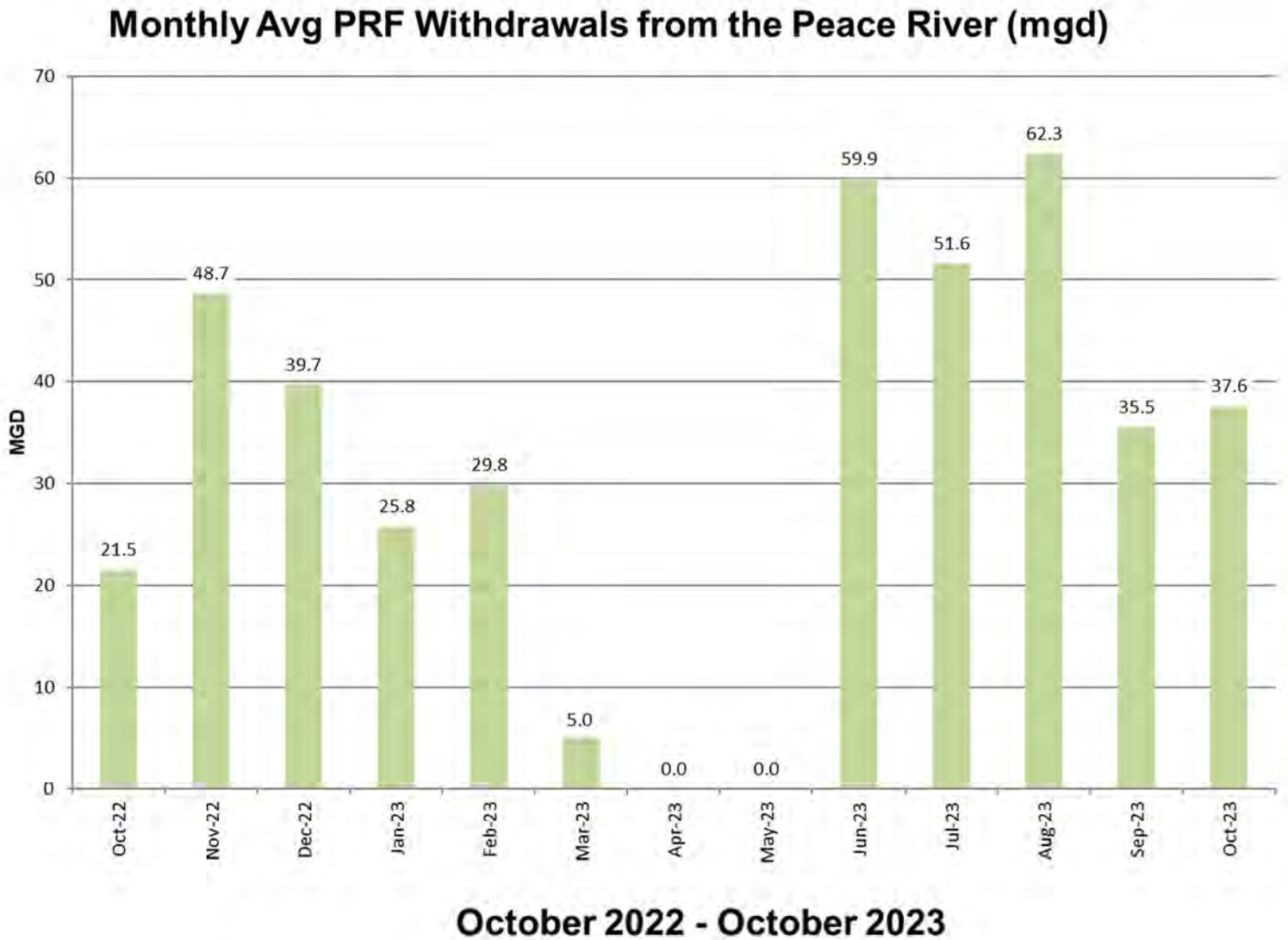
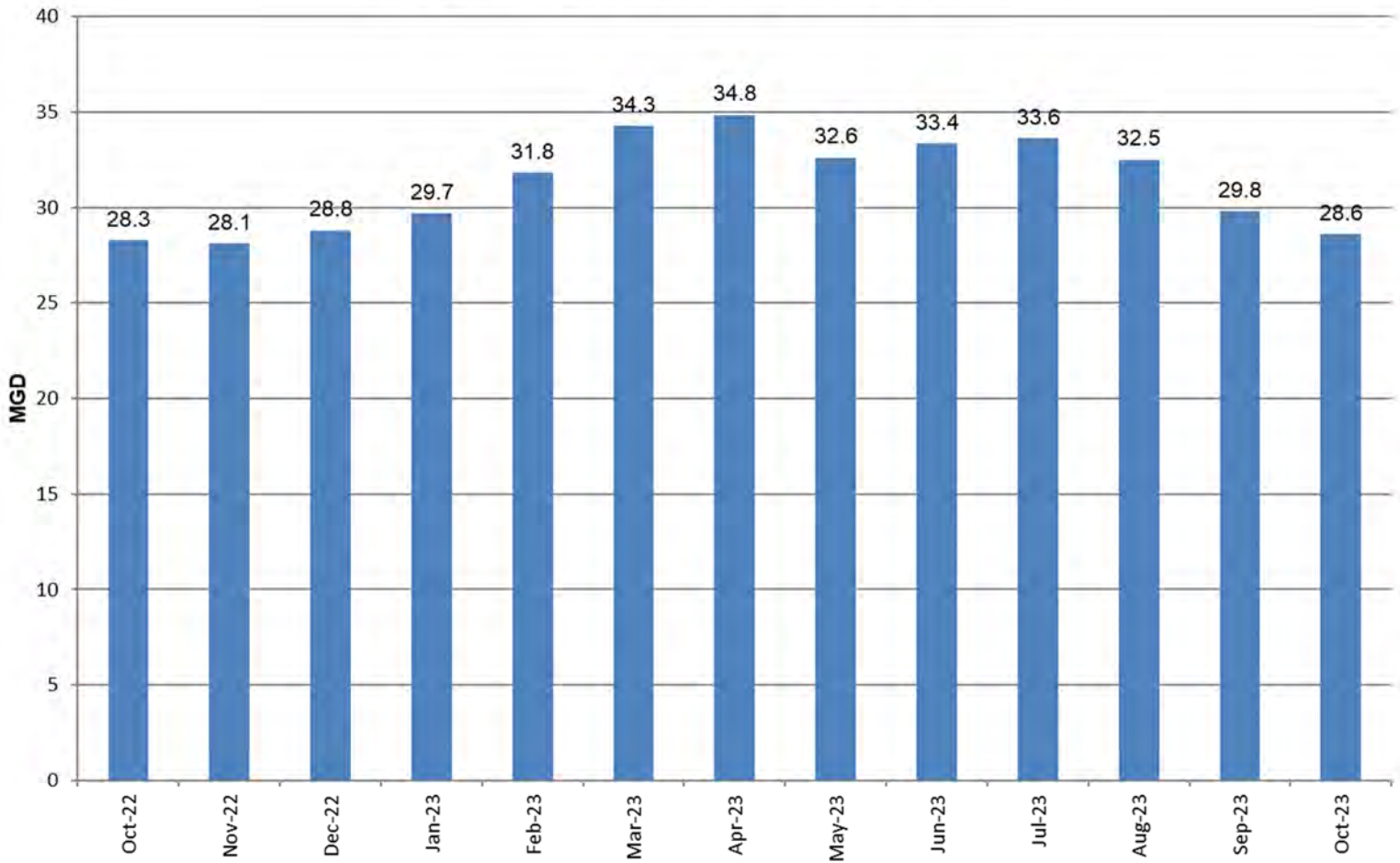


Figure 5 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 28.6 MGD in October 2023, approximately 0.3MGD more than in October 2022.

The routine exchange of water with the City of Punta Gorda is ongoing with deliveries from the Region to the City south through the Phase 1 Pipeline on US 17 and return of flow from the City to the region north through the Phase 1A Pipeline. The exchange of water through regional pipelines maintains these facilities in a “ready-to-serve” condition at all times.

Figure 5

Regional Distribution from the PRF



October 2022 - October 2023

Stored Supplies at the PRF

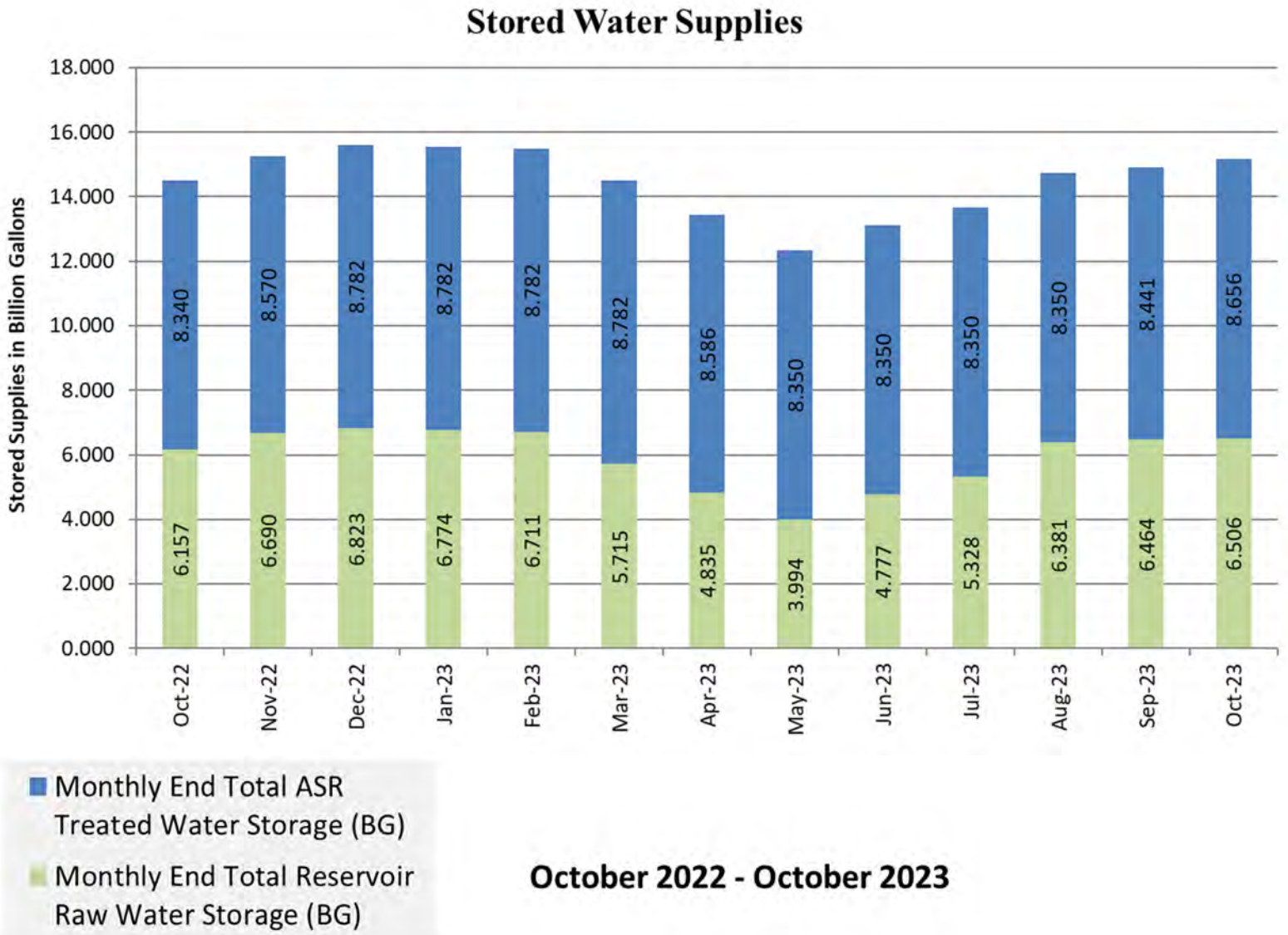
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the Peace River consistent with the permit-authorized diversion schedule and is stored in Reservoirs 1 and 2. Storage volumes in the reservoirs generally decline in the dry season due to lower flows and increase during the wet season as rainfall, flows, and river diversions increase. During the hurricane season the permitted total combined raw water storage capacity in Reservoirs 1 and 2 is 6.5 billion gallons (BG). Outside of hurricane season, additional water can be safely stored up to 6.8 BG. **Total raw water stored in the reservoir system as of October 31, 2023, was 6.506 BG, which was 0.349 BG more than October 2022 (6.157 BG).**

The secondary storage option at the PRF is treated water stored in the Aquifer Storage and Recovery (ASR) system. The ASR system has a design storage capacity of 6.3 BG. However, practical storage capacity is substantially higher as evidenced by the 8.656 BG stored in the ASR system as of October 31, 2023. Because this supply must be fully treated to drinking water standards before storage, it cannot be stored as rapidly as water in the raw-water reservoirs. Filling ASR storage is done incrementally each year during the wet season as excess treatment capacity (due to lower public water supply demand) and hydrologic conditions allow. Water recovered from ASR during the dry season is discharged to the surface reservoir system and undergoes full treatment again with the rest of the raw-water stream before delivery to Authority Customers.

In 2023, recovery from the ASR system began April 3 and ended May 30 for a total of 432 MG. **Total ASR system storage as of October 31, 2023, was 8.656 BG (2.356 BG greater than design storage capacity), and 0.316 BG more than October 2022 (8.340 BG).**

Stored raw water supplies (combined storage in Reservoir No. 1 and No. 2) and stored water in the ASR system for the past year are shown in **Figure 6**. **The total water in storage as of October 31, 2023, was approximately 15.162 BG, approximately 0.665 BG higher than total storage in October 2022 (14.497 BG).**

Figure 6



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 2**

Check Registers for September & October 2023

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2023**

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/07/2023		QuickBooks Payroll Service	\$ 108,269.93
09/08/2023	39917	Discount Awnings, Inc	\$ 16,000.00
09/08/2023	39918	EUROFINS EATON ANALYTICAL, LLC	\$ 420.00
09/08/2023	39919	FLORIDA DEPARTMENT OF STATE	\$ 33.74
09/08/2023	39920	FLORIDA POWER & LIGHT COMPANY	\$ 207,247.35
09/08/2023	ACH6456	Abacus Web Services	\$ 119.00
09/08/2023	ACH6457	ADVANTAGE CARE INC.	\$ 80.00
09/08/2023	ACH6458	AECOM TECHNICAL SERVICES INC	\$ 8,587.57
09/08/2023	ACH6459	AIR CENTERS-FLORIDA	\$ 5,874.17
09/08/2023	ACH6460	Air Mechanical & Service Corp	\$ 237.24
09/08/2023	ACH6461	ALLIED UNIVERSAL CORP	\$ 28,767.31
09/08/2023	ACH6462	Apex	\$ 20.82
09/08/2023	ACH6463	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
09/08/2023	ACH6464	C & S CHEMICALS INC	\$ 88,540.34
09/08/2023	ACH6465	CAROLLO ENGINEERS INC	\$ 26,548.45
09/08/2023	ACH6466	CENTURYLINK	\$ 396.05
09/08/2023	ACH6467	Cimtec Automation, LLC	\$ 3,091.49
09/08/2023	ACH6468	DMS-FINANCIAL MGMT SERVICES	\$ 447.71
09/08/2023	ACH6469	DONALDSON COMPANY INC	\$ 336.00
09/08/2023	ACH6470	EARTH BALANCE	\$ 19,000.00
09/08/2023	ACH6471	Flotech INC	\$ 9,242.92
09/08/2023	ACH6472	GARNEY CONSTRUCTION	\$ 51,452.00
09/08/2023	ACH6473	GRAINGER	\$ 524.28
09/08/2023	ACH6474	HDR ENGINEERING INC	\$ 1,785.00
09/08/2023	ACH6475	Jacobi Carbons Inc	\$ 70,508.80
09/08/2023	ACH6476	Jim Guida (V)	\$ 307.84
09/08/2023	39960	JOHNSON ENGINEERING INC	\$ 35,670.00
09/08/2023	ACH6478	MSC INDUSTRIAL SUPPLY CO	\$ 1,628.45
09/08/2023	ACH6479	Natural Resources LLC	\$ 101,756.28
09/08/2023	ACH6480	PRO-CHEM INC	\$ 431.60
09/08/2023	ACH6481	SOUTHERN TANK AND PUMP	\$ 3,877.40
09/08/2023	ACH6482	STANTEC CONSULTING SERVICES	\$ 3,199.50
09/08/2023	ACH6483	TOI TOI USA	\$ 433.48
09/08/2023	ACH6484	ULINE	\$ 524.90
09/08/2023	ACH6485	UNIVAR SOLUTIONS USA INC	\$ 43,584.49
09/08/2023	ACH6486	USA Bluebook	\$ 2,338.91
09/08/2023	ACH6487	Vanguard Cleaning Systems of SW Florida	\$ 2,000.00
09/08/2023	ADBT090823	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/08/2023	DT090823	United States Treasury	\$ 33,584.38
09/08/2023	DBT090823	Valic	\$ 8,549.56
09/21/2023		QuickBooks Payroll Service	\$ 127,619.74
09/21/2023		QuickBooks Payroll Service	\$ 1,331.56
09/22/2023	39921	BILL'S BOTTLED WATER SERVICE	\$ 20.25
09/22/2023	39922	BUREAU OF ELEVATOR SAFETY	\$ 125.00
09/22/2023	39923	CHARLOTTE PLUMBING & BATH INC	\$ 510.00
09/22/2023	39924	D M CONSTRUCTION CORP	\$ 23,960.58
09/22/2023	39925	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 150.00
09/22/2023	39926	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 909.07
09/22/2023	39927	FENDER'S TIRE & BATTERY INC	\$ 290.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2023

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/22/2023	39928	HOME DEPOT	\$ 445.23
09/22/2023	39929	Manatee County Utilities Department	\$ 237.99
09/22/2023	39930	NaturZone Pest Control	\$ 83.79
09/22/2023	39931	SAM'S CLUB	\$ 290.24
09/22/2023	ACH6488	AIRGAS USA LLC	\$ 260.14
09/22/2023	ACH6489	ALLIED ELECTRONICS INC	\$ 3,326.44
09/22/2023	ACH6490	ALLIED UNIVERSAL CORP	\$ 64,980.63
09/22/2023	ACH6491	AMAZON Business	\$ 191.66
09/22/2023	ACH6492	Apex	\$ 449.28
09/22/2023	ACH6493	ASRUS LLC	\$ 6,750.00
09/22/2023	ACH6494	ATIS Elevator Inspections, LLC	\$ 225.00
09/22/2023	ACH6495	BALLARD MARINE CONSTRUCTION	\$ 203,058.76
09/22/2023	ACH6496	BATTERIES PLUS BULBS #451	\$ 4,432.50
09/22/2023	ACH6497	BENCHMARK ENVIROANALYTICAL INC	\$ 264.00
09/22/2023	ACH6498	BLACK & VEATCH	\$ 8,075.92
09/22/2023	ACH6499	Briggs Equipment Inc	\$ 3,592.63
09/22/2023	ACH6500	CAROLLO ENGINEERS INC	\$ 16,120.87
09/22/2023	ACH6501	CED - Port Charlotte	\$ 1,734.77
09/22/2023	ACH6502	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 101,151.50
09/22/2023	ACH6503	Cimtec Automation, LLC	\$ 5,236.97
09/22/2023	ACH6504	CINTAS	\$ 371.67
09/22/2023	ACH6505	CINTAS FIRE 636525	\$ 494.25
09/22/2023	ACH6506	COOL TODAY	\$ 462.50
09/22/2023	ACH6507	CORONADO LAWN SERVICE OF FL	\$ 8,713.00
09/22/2023	ACH6508	EARTH BALANCE	\$ 46,432.25
09/22/2023	ACH6509	Entech Computer Services LLC	\$ 6,664.45
09/22/2023	ACH6510	FEDERAL EXPRESS	\$ 7.80
09/22/2023	39935	FENDER'S TIRE & BATTERY INC	\$ 145.00
09/22/2023	ACH6512	Fisher Scientific	\$ 514.91
09/22/2023	39934	FLORIDA POWER & LIGHT COMPANY	\$ 220,561.31
09/22/2023	ACH6514	FRONTIER-941	\$ 246.21
09/22/2023	ACH6515	FRONTIER COMMUNICATIONS-305	\$ 240.98
09/22/2023	ACH6516	GRAINGER	\$ 2,064.81
09/22/2023	ACH6517	Grant Vergara	\$ 100.00
09/22/2023	ACH6518	Hach Company	\$ 98.45
09/22/2023	ACH6519	HAZEN AND SAWYER	\$ 9,682.10
09/22/2023	ACH6520	HDR ENGINEERING INC	\$ 2,950.00
09/22/2023	ACH6521	Hostetler Irrigation Inc	\$ 662.69
09/22/2023	ACH6522	Jacobi Carbons Inc	\$ 136,123.20
09/22/2023	ACH6523	John Ramsey (V)	\$ 1,309.84
09/22/2023	ACH6524	MANSON BOLVES DONALDSON TANNER	\$ 13,987.50
09/22/2023	ACH6525	MARK ORTEL	\$ 100.00
09/22/2023	ACH6526	Matt's Lawn Service	\$ 775.00
09/22/2023	ACH6527	Mike Coates (v)	\$ 468.82
09/22/2023	ACH6528	Public Resources Advisory Group Inc	\$ 1,375.00
09/22/2023	ACH6529	REXEL USA Inc	\$ 310.93
09/22/2023	ACH6530	ROGERS PETROLEUM INC	\$ 4,967.92
09/22/2023	ACH6531	SD Myers LLC	\$ 3,710.00
09/22/2023	ACH6532	SUNSHINE ACE HARDWARE	\$ 358.67

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: SEPTEMBER & OCTOBER 2023

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/22/2023	ACH6533	Tanner Industries, Inc	\$ 6,454.79
09/22/2023	ACH6534	TERRI BRUMFIELD	\$ 473.47
09/22/2023	ACH6535	Terri Holcomb (V)	\$ 190.48
09/22/2023	ACH6536	THE BANK OF NEW YORK MELLON	\$ 500.00
09/22/2023	ACH6537	THORNTON, MUSSO, AND BELLEMIN, INC.	\$ 22,550.00
09/22/2023	ACH6538	TRANSCAT INC	\$ 1,376.09
09/22/2023	ACH6539	UNIVAR SOLUTIONS USA INC	\$ 21,727.64
09/22/2023	ACH6540	Vanguard Cleaning Systems of SW Florida	\$ 400.00
09/22/2023	ADBT092223	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2023	DBT092223	United States Treasury	\$ 43,813.82
09/22/2023	Dbt092223	Valic	\$ 10,284.23
09/22/2023	dbt093023	FLORIDA DIVISION OF RETIREMENT	\$ 63,164.84
09/25/2023	ADBT092523	PNC Bank (Credit Card)	\$ 10,924.56
10/02/2023	39936	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 342.51
10/02/2023	39937	DESOTO COUNTY SHERIFF'S OFFICE	\$ 450.00
10/02/2023	39938	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
10/05/2023		QuickBooks Payroll Service	\$ 123,760.19
10/06/2023	ADBT100623	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/06/2023	DBT100623	United States Treasury	\$ 39,748.26
10/06/2023	39939	FDOT	\$ 4.25
10/06/2023	39943	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/06/2023	39940	FLORIDA POWER & LIGHT COMPANY	\$ 213,268.21
10/06/2023	39941	TIRE KINGDOM	\$ 1,131.88
10/06/2023	39942	VERIZON WIRELESS	\$ 94.54
10/06/2023	ACH6541	AAA Cooper Transportation	\$ 138.60
10/06/2023	ACH6542	Air Mechanical & Service Corp	\$ 1,962.97
10/06/2023	ACH6543	ALLIED ELECTRONICS INC	\$ 5,073.46
10/06/2023	ACH6544	ALLIED UNIVERSAL CORP	\$ 43,287.53
10/06/2023	ACH6545	AMAZON Business	\$ 5,847.79
10/06/2023	ACH6546	Apex	\$ 336.00
10/06/2023	ACH6547	ASRUS LLC	\$ 2,220.00
10/06/2023	ACH6548	BALLARD MARINE CONSTRUCTION	\$ 52,656.78
10/06/2023	ACH6549	BENCHMARK ENVIROANALYTICAL INC	\$ 1,217.00
10/06/2023	ACH6550	Brown and Caldwell	\$ 7,106.20
10/06/2023	ACH6551	C & S CHEMICALS INC	\$ 142,375.52
10/06/2023	ACH6552	CED - Port Charlotte	\$ 1,661.79
10/06/2023	ACH6553	Cimtec Automation, LLC	\$ 168.41
10/06/2023	ACH6554	CINTAS	\$ 642.00
10/06/2023	ACH6555	DESOTO COUNTY (V)	\$ 66,333.33
10/06/2023	ACH6556	DMS-FINANCIAL MGMT SERVICES	\$ 448.07
10/06/2023	ACH6557	ENVIRONMENTAL EXPRESS INC.	\$ 160.59
10/06/2023	ACH6558	FEDERAL EXPRESS	\$ 817.07
10/06/2023	ACH6559	Fisher Scientific	\$ 312.03
10/06/2023	ACH6560	FLUID CONTROL SPECIALTIES INC	\$ 3,142.00
10/06/2023	ACH6561	G-TEC Equipment Services	\$ 1,265.00
10/06/2023	ACH6562	GRAINGER	\$ 169.80
10/06/2023	ACH6563	Gulf Controls Company, Inc.	\$ 109.41
10/06/2023	ACH6564	Jacobi Carbons Inc	\$ 71,539.20
10/06/2023	ACH6565	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,175.68

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6566	Klir, Inc	\$ 50,000.00
10/06/2023	ACH6567	KONE Inc	\$ 1,763.16
10/06/2023	ACH6568	Markay Consulting Group LLC	\$ 1,875.00
10/06/2023	ACH6569	McKim and Creed INC	\$ 29,014.50
10/06/2023	ACH6570	MSC INDUSTRIAL SUPPLY CO	\$ 150.78
10/06/2023	ACH6571	OVIVO USA LLC	\$ 1,261,158.69
10/06/2023	ACH6572	Pitney Bowes- Lease	\$ 209.85
10/06/2023	ACH6573	PURVIS GRAY & COMPANY	\$ 6,500.00
10/06/2023	ACH6574	RESPEC Company LLC	\$ 2,125.72
10/06/2023	ACH6575	Rite Technology	\$ 4,433.81
10/06/2023	ACH6576	Shimadzu Scientific Instruments	\$ 594.00
10/06/2023	ACH6577	SUNSHINE ACE HARDWARE	\$ 39.34
10/06/2023	ACH6576	TERRI BRUMFIELD	\$ 54.95
10/06/2023	ACH6577	ULINE	\$ 240.33
10/06/2023	ACH6578	UNITED STATES GEOLOGICAL SURVEY	\$ 17,305.00
10/06/2023	ACH6579	UNIVAR SOLUTIONS USA INC	\$ 75,179.00
10/06/2023	ACH6580	USA Bluebook	\$ 805.81
10/06/2023	ACH6581	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/06/2023	ACH6582	VOYAGER FLEET SYSTEMS INC	\$ 9,851.68
10/06/2023	DBT10062023	Valic	\$ 9,550.56
10/19/2023		QuickBooks Payroll Service	\$ 126,320.17
10/20/2023	ADBT102023	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/20/2023	DBT102023	United States Treasury	\$ 40,579.38
10/20/2023	39944	AWWA	\$ 85.00
10/20/2023	39945	BILL'S BOTTLED WATER SERVICE	\$ 18.75
10/20/2023	39946	Braden River Utilities LLC	\$ 110.81
10/20/2023	39947	Buffalo Graffix	\$ 126.00
10/20/2023	39959	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,733.92
10/20/2023	39948	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
10/20/2023	39949	FDOT	\$ 6.85
10/20/2023	39950	HOME DEPOT	\$ 338.62
10/20/2023	39951	INGMAN MARINE	\$ 534.38
10/20/2023	39952	KED GROUP INC	\$ 7,774.00
10/20/2023	39953	Manatee County Utilities Department	\$ 241.30
10/20/2023	39954	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,774.00
10/20/2023	39955	SAM'S CLUB	\$ 680.02
10/20/2023	39956	SARASOTA COUNTY UTILITIES	\$ 7,900.77
10/20/2023	39957	SMITH RANCH & GARDEN INC	\$ 833.00
10/20/2023	39958	Waste Pro Bradenton/Sarasota	\$ 390.00
10/20/2023	ACH6583	Air Mechanical & Service Corp	\$ 3,560.00
10/20/2023	ACH6584	ALLIED UNIVERSAL CORP	\$ 50,577.67
10/20/2023	ACH6585	AMAZON Business	\$ 915.26
10/20/2023	ACH6586	Apex	\$ 1,236.05
10/20/2023	ACH6587	ASRUS LLC	\$ 1,660.00
10/20/2023	ACH6588	BENCHMARK ENVIROANALYTICAL INC	\$ 1,708.00
10/20/2023	ACH6589	C & S CHEMICALS INC	\$ 96,239.36
10/20/2023	ACH6590	CAROLLO ENGINEERS INC	\$ 13,615.35
10/20/2023	ACH6591	CED - Port Charlotte	\$ 2,549.46
10/20/2023	ACH6592	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,121.09

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/20/2023	ACH6593	CHENANGO SUPPLY CO., INC.	\$ 56.08
10/20/2023	ACH6594	Cimtec Automation, LLC	\$ 345.41
10/20/2023	ACH6595	CINTAS	\$ 738.65
10/20/2023	ACH6596	COLE-PARMER INSTRUMENT CO	\$ 79.26
10/20/2023	ACH6597	CORONADO LAWN SERVICE OF FL	\$ 8,843.00
10/20/2023	ACH6598	DESOTO COUNTY (V)	\$ 66,333.37
10/20/2023	ACH6599	EARTH BALANCE	\$ 5,818.16
10/20/2023	ACH6600	ENVIRONMENTAL EXPRESS INC.	\$ 278.76
10/20/2023	ACH6601	FEDERAL EXPRESS	\$ 200.46
10/20/2023	ACH6602	FEL-FT MYERS WATERWORKS	\$ 578.48
10/20/2023	ACH6603	Fisher Scientific	\$ 2,176.91
10/20/2023	ACH6604	FORD RITZ (V)	\$ 277.00
10/20/2023	ACH6605	FRONTIER-941	\$ 263.82
10/20/2023	ACH6606	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/20/2023	ACH6607	GRAINGER	\$ 1,190.86
10/20/2023	ACH6608	Hach Company	\$ 94.58
10/20/2023	ACH6609	HAZEN AND SAWYER	\$ 18,663.45
10/20/2023	ACH6610	Henry Meredith	\$ 80.27
10/20/2023	ACH6611	HVMI LLC	\$ 43,987.10
10/20/2023	ACH6612	IDEXX DISTRIBUTION INC	\$ 1,015.90
10/20/2023	ACH6613	JANICKI ENVIRONMENTAL INC	\$ 50,893.00
10/20/2023	ACH6614	Jim Guida (V)	\$ 113.15
10/20/2023	ACH6615	JOHNSON ENGINEERING INC	\$ 21,695.00
10/20/2023	ACH6616	Kelly Bailey (V)	\$ 90.39
10/20/2023	ACH6617	MANSON BOLVES DONALDSON TANNER	\$ 16,722.13
10/20/2023	ACH6618	MARK ORTEL	\$ 100.00
10/20/2023	ACH6619	Matt's Lawn Service	\$ 775.00
10/20/2023	ACH6620	McDade Waterworks Inc	\$ 147,224.00
10/20/2023	ACH6621	Natural Resources LLC	\$ 20,056.15
10/20/2023	ACH6622	NAVITAS CREDIT CORP	\$ 211.58
10/20/2023	ACH6623	PURVIS GRAY & COMPANY	\$ 8,000.00
10/20/2023	ACH6624	Shimadzu Scientific Instruments	\$ 6,446.00
10/20/2023	ACH6625	SOUTHWEST MOBILE MECHANIC	\$ 2,310.12
10/20/2023	ACH6626	STANTEC CONSULTING SERVICES	\$ 11,830.00
10/20/2023	ACH6627	SUTTER ROOFING COMPANY OF FLORIDA	\$ 520,640.95
10/20/2023	ACH6628	Tanner Industries, Inc	\$ 6,406.45
10/20/2023	ACH6629	UNIVAR SOLUTIONS USA INC	\$ 42,399.47
10/20/2023	ACH6630	YSI Inc A XYLEM Brand	\$ 52.58
10/20/2023	DBT102023	Valic	\$ 9,433.77
10/25/2023	ADBT102523	PNC Bank (Credit Card)	\$ 3,976.82
10/27/2023	DBT102723	FLORIDA DIVISION OF RETIREMENT	\$ 66,589.99
Total			\$ 5,947,522.57

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6541	AAA Cooper Transportation	\$ 138.60
09/08/2023	ACH6456	Abacus Web Services	\$ 119.00
09/08/2023	ACH6457	ADVANTAGE CARE INC.	\$ 80.00
09/08/2023	ACH6458	AECOM TECHNICAL SERVICES INC	\$ 8,587.57
09/08/2023	ACH6459	AIR CENTERS-FLORIDA	\$ 5,874.17
09/08/2023	ACH6460	Air Mechanical & Service Corp	\$ 237.24
10/06/2023	ACH6542	Air Mechanical & Service Corp	\$ 1,962.97
10/20/2023	ACH6583	Air Mechanical & Service Corp	\$ 3,560.00
09/22/2023	ACH6488	AIRGAS USA LLC	\$ 260.14
09/22/2023	ACH6489	ALLIED ELECTRONICS INC	\$ 3,326.44
10/06/2023	ACH6543	ALLIED ELECTRONICS INC	\$ 5,073.46
09/08/2023	ACH6461	ALLIED UNIVERSAL CORP	\$ 28,767.31
09/22/2023	ACH6490	ALLIED UNIVERSAL CORP	\$ 64,980.63
10/06/2023	ACH6544	ALLIED UNIVERSAL CORP	\$ 43,287.53
10/20/2023	ACH6584	ALLIED UNIVERSAL CORP	\$ 50,577.67
09/22/2023	ACH6491	AMAZON Business	\$ 191.66
10/06/2023	ACH6545	AMAZON Business	\$ 5,847.79
10/20/2023	ACH6585	AMAZON Business	\$ 915.26
09/08/2023	ACH6462	Apex	\$ 20.82
09/22/2023	ACH6492	Apex	\$ 449.28
10/06/2023	ACH6546	Apex	\$ 336.00
10/20/2023	ACH6586	Apex	\$ 1,236.05
09/22/2023	ACH6493	ASRUS LLC	\$ 6,750.00
10/06/2023	ACH6547	ASRUS LLC	\$ 2,220.00
10/20/2023	ACH6587	ASRUS LLC	\$ 1,660.00
09/22/2023	ACH6494	ATIS Elevator Inspections, LLC	\$ 225.00
10/20/2023	39944	AWWA	\$ 85.00
09/22/2023	ACH6495	BALLARD MARINE CONSTRUCTION	\$ 203,058.76
10/06/2023	ACH6548	BALLARD MARINE CONSTRUCTION	\$ 52,656.78
09/22/2023	ACH6496	BATTERIES PLUS BULBS #451	\$ 4,432.50
09/08/2023	ACH6463	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
09/22/2023	ACH6497	BENCHMARK ENVIROANALYTICAL INC	\$ 264.00
10/06/2023	ACH6549	BENCHMARK ENVIROANALYTICAL INC	\$ 1,217.00
10/20/2023	ACH6588	BENCHMARK ENVIROANALYTICAL INC	\$ 1,708.00
09/22/2023	39921	BILL'S BOTTLED WATER SERVICE	\$ 20.25
10/20/2023	39945	BILL'S BOTTLED WATER SERVICE	\$ 18.75
09/22/2023	ACH6498	BLACK & VEATCH	\$ 8,075.92
10/20/2023	39946	Braden River Utilities LLC	\$ 110.81
09/22/2023	ACH6499	Briggs Equipment Inc	\$ 3,592.63
10/06/2023	ACH6550	Brown and Caldwell	\$ 7,106.20
10/20/2023	39947	Buffalo Grafix	\$ 126.00
09/22/2023	39922	BUREAU OF ELEVATOR SAFETY	\$ 125.00
09/08/2023	ACH6464	C & S CHEMICALS INC	\$ 88,540.34
10/06/2023	ACH6551	C & S CHEMICALS INC	\$ 142,375.52
10/20/2023	ACH6589	C & S CHEMICALS INC	\$ 96,239.36
09/08/2023	ACH6465	CAROLLO ENGINEERS INC	\$ 26,548.45
09/22/2023	ACH6500	CAROLLO ENGINEERS INC	\$ 16,120.87
10/20/2023	ACH6590	CAROLLO ENGINEERS INC	\$ 13,615.35
09/22/2023	ACH6501	CED - Port Charlotte	\$ 1,734.77

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6552	CED - Port Charlotte	\$ 1,661.79
10/20/2023	ACH6591	CED - Port Charlotte	\$ 2,549.46
09/08/2023	ACH6466	CENTURYLINK	\$ 396.05
09/22/2023	ACH6502	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 101,151.50
10/20/2023	ACH6592	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,121.09
09/22/2023	39923	CHARLOTTE PLUMBING & BATH INC	\$ 510.00
10/20/2023	ACH6593	CHENANGO SUPPLY CO., INC.	\$ 56.08
09/08/2023	ACH6467	Cimtec Automation, LLC	\$ 3,091.49
09/22/2023	ACH6503	Cimtec Automation, LLC	\$ 5,236.97
10/06/2023	ACH6553	Cimtec Automation, LLC	\$ 168.41
10/20/2023	ACH6594	Cimtec Automation, LLC	\$ 345.41
09/22/2023	ACH6504	CINTAS	\$ 371.67
10/06/2023	ACH6554	CINTAS	\$ 642.00
10/20/2023	ACH6595	CINTAS	\$ 738.65
09/22/2023	ACH6505	CINTAS FIRE 636525	\$ 494.25
10/20/2023	ACH6596	COLE-PARMER INSTRUMENT CO	\$ 79.26
09/22/2023	ACH6506	COOL TODAY	\$ 462.50
09/22/2023	ACH6507	CORONADO LAWN SERVICE OF FL	\$ 8,713.00
10/20/2023	ACH6597	CORONADO LAWN SERVICE OF FL	\$ 8,843.00
09/22/2023	39924	D M CONSTRUCTION CORP	\$ 23,960.58
09/22/2023	39925	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 150.00
09/22/2023	39926	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 909.07
10/02/2023	39936	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 342.51
10/20/2023	39959	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,733.92
10/06/2023	ACH6555	DESOTO COUNTY (V)	\$ 66,333.33
10/20/2023	ACH6598	DESOTO COUNTY (V)	\$ 66,333.37
10/02/2023	39937	DESOTO COUNTY SHERIFF'S OFFICE	\$ 450.00
09/08/2023	39917	Discount Awnings, Inc	\$ 16,000.00
09/08/2023	ACH6468	DMS-FINANCIAL MGMT SERVICES	\$ 447.71
10/06/2023	ACH6556	DMS-FINANCIAL MGMT SERVICES	\$ 448.07
09/08/2023	ACH6469	DONALDSON COMPANY INC	\$ 336.00
09/08/2023	ACH6470	EARTH BALANCE	\$ 19,000.00
09/22/2023	ACH6508	EARTH BALANCE	\$ 46,432.25
10/20/2023	ACH6599	EARTH BALANCE	\$ 5,818.16
09/22/2023	ACH6509	Entech Computer Services LLC	\$ 6,664.45
10/06/2023	ACH6557	ENVIRONMENTAL EXPRESS INC.	\$ 160.59
10/20/2023	ACH6600	ENVIRONMENTAL EXPRESS INC.	\$ 278.76
09/08/2023	39918	EUROFINS EATON ANALYTICAL, LLC	\$ 420.00
10/02/2023	39938	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
10/20/2023	39948	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
10/06/2023	39939	FDOT	\$ 4.25
10/20/2023	39949	FDOT	\$ 6.85
09/22/2023	ACH6510	FEDERAL EXPRESS	\$ 7.80
10/06/2023	ACH6558	FEDERAL EXPRESS	\$ 817.07
10/20/2023	ACH6601	FEDERAL EXPRESS	\$ 200.46
10/20/2023	ACH6602	FEL-FT MYERS WATERWORKS	\$ 578.48
09/22/2023	39927	FENDER'S TIRE & BATTERY INC	\$ 290.00
09/22/2023	39935	FENDER'S TIRE & BATTERY INC	\$ 145.00
09/22/2023	ACH6512	Fisher Scientific	\$ 514.91

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6559	Fisher Scientific	\$ 312.03
10/20/2023	ACH6603	Fisher Scientific	\$ 2,176.91
09/08/2023	39919	FLORIDA DEPARTMENT OF STATE	\$ 33.74
10/06/2023	39943	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/22/2023	dbt093023	FLORIDA DIVISION OF RETIREMENT	\$ 63,164.84
10/27/2023	DBT102723	FLORIDA DIVISION OF RETIREMENT	\$ 66,589.99
09/08/2023	39920	FLORIDA POWER & LIGHT COMPANY	\$ 207,247.35
09/22/2023	39934	FLORIDA POWER & LIGHT COMPANY	\$ 220,561.31
10/06/2023	39940	FLORIDA POWER & LIGHT COMPANY	\$ 213,268.21
09/08/2023	ACH6471	Flotech INC	\$ 9,242.92
10/06/2023	ACH6560	FLUID CONTROL SPECIALTIES INC	\$ 3,142.00
10/20/2023	ACH6604	FORD RITZ (V)	\$ 277.00
09/22/2023	ACH6515	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/20/2023	ACH6606	FRONTIER COMMUNICATIONS-305	\$ 240.98
09/22/2023	ACH6514	FRONTIER-941	\$ 246.21
10/20/2023	ACH6605	FRONTIER-941	\$ 263.82
09/08/2023	ACH6472	GARNEY CONSTRUCTION	\$ 51,452.00
09/08/2023	ACH6473	GRAINGER	\$ 524.28
09/22/2023	ACH6516	GRAINGER	\$ 2,064.81
10/06/2023	ACH6562	GRAINGER	\$ 169.80
10/20/2023	ACH6607	GRAINGER	\$ 1,190.86
09/22/2023	ACH6517	Grant Vergara	\$ 100.00
10/06/2023	ACH6561	G-TEC Equipment Services	\$ 1,265.00
10/06/2023	ACH6563	Gulf Controls Company, Inc.	\$ 109.41
09/22/2023	ACH6518	Hach Company	\$ 98.45
10/20/2023	ACH6608	Hach Company	\$ 94.58
09/22/2023	ACH6519	HAZEN AND SAWYER	\$ 9,682.10
10/20/2023	ACH6609	HAZEN AND SAWYER	\$ 18,663.45
09/08/2023	ACH6474	HDR ENGINEERING INC	\$ 1,785.00
09/22/2023	ACH6520	HDR ENGINEERING INC	\$ 2,950.00
10/20/2023	ACH6610	Henry Meredith	\$ 80.27
09/22/2023	39928	HOME DEPOT	\$ 445.23
10/20/2023	39950	HOME DEPOT	\$ 338.62
09/22/2023	ACH6521	Hostetler Irrigation Inc	\$ 662.69
10/20/2023	ACH6611	HVMI LLC	\$ 43,987.10
10/20/2023	ACH6612	IDEXX DISTRIBUTION INC	\$ 1,015.90
10/20/2023	39951	INGMAN MARINE	\$ 534.38
09/08/2023	ACH6475	Jacobi Carbons Inc	\$ 70,508.80
09/22/2023	ACH6522	Jacobi Carbons Inc	\$ 136,123.20
10/06/2023	ACH6564	Jacobi Carbons Inc	\$ 71,539.20
10/20/2023	ACH6613	JANICKI ENVIRONMENTAL INC	\$ 50,893.00
09/08/2023	ACH6476	Jim Guida (V)	\$ 307.84
10/20/2023	ACH6614	Jim Guida (V)	\$ 113.15
09/22/2023	ACH6523	John Ramsey (V)	\$ 1,309.84
09/08/2023	39960	JOHNSON ENGINEERING INC	\$ 35,670.00
10/20/2023	ACH6615	JOHNSON ENGINEERING INC	\$ 21,695.00
10/20/2023	39952	KED GROUP INC	\$ 7,774.00
10/20/2023	ACH6616	Kelly Bailey (V)	\$ 90.39
10/06/2023	ACH6565	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,175.68

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6566	Klir, Inc	\$ 50,000.00
10/06/2023	ACH6567	KONE Inc	\$ 1,763.16
09/22/2023	39929	Manatee County Utilities Department	\$ 237.99
10/20/2023	39953	Manatee County Utilities Department	\$ 241.30
09/22/2023	ACH6524	MANSON BOLVES DONALDSON TANNER	\$ 13,987.50
10/20/2023	ACH6617	MANSON BOLVES DONALDSON TANNER	\$ 16,722.13
09/22/2023	ACH6525	MARK ORTEL	\$ 100.00
10/20/2023	ACH6618	MARK ORTEL	\$ 100.00
10/06/2023	ACH6568	Markay Consulting Group LLC	\$ 1,875.00
09/22/2023	ACH6526	Matt's Lawn Service	\$ 775.00
10/20/2023	ACH6619	Matt's Lawn Service	\$ 775.00
10/20/2023	ACH6620	McDade Waterworks Inc	\$ 147,224.00
10/06/2023	ACH6569	McKim and Creed INC	\$ 29,014.50
09/22/2023	ACH6527	Mike Coates (v)	\$ 468.82
09/08/2023	ACH6478	MSC INDUSTRIAL SUPPLY CO	\$ 1,628.45
10/06/2023	ACH6570	MSC INDUSTRIAL SUPPLY CO	\$ 150.78
09/08/2023	ACH6479	Natural Resources LLC	\$ 101,756.28
10/20/2023	ACH6621	Natural Resources LLC	\$ 20,056.15
09/22/2023	39930	NaturZone Pest Control	\$ 83.79
10/20/2023	ACH6622	NAVITAS CREDIT CORP	\$ 211.58
10/06/2023	ACH6571	OVIVO USA LLC	\$ 1,261,158.69
10/06/2023	ACH6572	Pitney Bowes- Lease	\$ 209.85
09/25/2023	ADBT092523	PNC Bank (Credit Card)	\$ 10,924.56
10/25/2023	ADBT102523	PNC Bank (Credit Card)	\$ 3,976.82
10/20/2023	39954	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,774.00
09/08/2023	ACH6480	PRO-CHEM INC	\$ 431.60
09/22/2023	ACH6528	Public Resources Advisory Group Inc	\$ 1,375.00
10/06/2023	ACH6573	PURVIS GRAY & COMPANY	\$ 6,500.00
10/20/2023	ACH6623	PURVIS GRAY & COMPANY	\$ 8,000.00
09/07/2023		QuickBooks Payroll Service	\$ 108,269.93
09/21/2023		QuickBooks Payroll Service	\$ 127,619.74
09/21/2023		QuickBooks Payroll Service	\$ 1,331.56
10/05/2023		QuickBooks Payroll Service	\$ 123,760.19
10/19/2023		QuickBooks Payroll Service	\$ 126,320.17
10/06/2023	ACH6574	RESPEC Company LLC	\$ 2,125.72
09/22/2023	ACH6529	REXEL USA Inc	\$ 310.93
10/06/2023	ACH6575	Rite Technology	\$ 4,433.81
09/22/2023	ACH6530	ROGERS PETROLEUM INC	\$ 4,967.92
09/22/2023	39931	SAM'S CLUB	\$ 290.24
10/20/2023	39955	SAM'S CLUB	\$ 680.02
10/20/2023	39956	SARASOTA COUNTY UTILITIES	\$ 7,900.77
09/22/2023	ACH6531	SD Myers LLC	\$ 3,710.00
10/06/2023	ACH6576	Shimadzu Scientific Instruments	\$ 594.00
10/20/2023	ACH6624	Shimadzu Scientific Instruments	\$ 6,446.00
10/20/2023	39957	SMITH RANCH & GARDEN INC	\$ 833.00
09/08/2023	ACH6481	SOUTHERN TANK AND PUMP	\$ 3,877.40
10/20/2023	ACH6625	SOUTHWEST MOBILE MECHANIC	\$ 2,310.12
09/08/2023	ACH6482	STANTEC CONSULTING SERVICES	\$ 3,199.50
10/20/2023	ACH6626	STANTEC CONSULTING SERVICES	\$ 11,830.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/08/2023	ADBT090823	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2023	ADBT092223	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/06/2023	ADBT100623	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/20/2023	ADBT102023	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2023	ACH6532	SUNSHINE ACE HARDWARE	\$ 358.67
10/06/2023	ACH6577	SUNSHINE ACE HARDWARE	\$ 39.34
10/20/2023	ACH6627	SUTTER ROOFING COMPANY OF FLORIDA	\$ 520,640.95
09/22/2023	ACH6533	Tanner Industries, Inc	\$ 6,454.79
10/20/2023	ACH6628	Tanner Industries, Inc	\$ 6,406.45
09/22/2023	ACH6534	TERRI BRUMFIELD	\$ 473.47
10/06/2023	ACH6576	TERRI BRUMFIELD	\$ 54.95
09/22/2023	ACH6535	Terri Holcomb (V)	\$ 190.48
09/22/2023	ACH6536	THE BANK OF NEW YORK MELLON	\$ 500.00
09/22/2023	ACH6537	THORNTON, MUSSO, AND BELLEMIN, INC.	\$ 22,550.00
10/06/2023	39941	TIRE KINGDOM	\$ 1,131.88
09/08/2023	ACH6483	TOI TOI USA	\$ 433.48
09/22/2023	ACH6538	TRANSCAT INC	\$ 1,376.09
09/08/2023	ACH6484	ULINE	\$ 524.90
10/06/2023	ACH6577	ULINE	\$ 240.33
10/06/2023	ACH6578	UNITED STATES GEOLOGICAL SURVEY	\$ 17,305.00
09/08/2023	DT090823	United States Treasury	\$ 33,584.38
09/22/2023	DBT092223	United States Treasury	\$ 43,813.82
10/06/2023	DBT100623	United States Treasury	\$ 39,748.26
10/20/2023	DBT102023	United States Treasury	\$ 40,579.38
09/08/2023	ACH6485	UNIVAR SOLUTIONS USA INC	\$ 43,584.49
09/22/2023	ACH6539	UNIVAR SOLUTIONS USA INC	\$ 21,727.64
10/06/2023	ACH6579	UNIVAR SOLUTIONS USA INC	\$ 75,179.00
10/20/2023	ACH6629	UNIVAR SOLUTIONS USA INC	\$ 42,399.47
09/08/2023	ACH6486	USA Bluebook	\$ 2,338.91
10/06/2023	ACH6580	USA Bluebook	\$ 805.81
09/08/2023	DBT090823	Valic	\$ 8,549.56
09/22/2023	Dbt092223	Valic	\$ 10,284.23
10/06/2023	DBT10062023	Valic	\$ 9,550.56
10/20/2023	DBT102023	Valic	\$ 9,433.77
09/08/2023	ACH6487	Vanguard Cleaning Systems of SW Florida	\$ 2,000.00
09/22/2023	ACH6540	Vanguard Cleaning Systems of SW Florida	\$ 400.00
10/06/2023	ACH6581	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/06/2023	39942	VERIZON WIRELESS	\$ 94.54
10/06/2023	ACH6582	VOYAGER FLEET SYSTEMS INC	\$ 9,851.68
10/20/2023	39958	Waste Pro Bradenton/Sarasota	\$ 390.00
10/20/2023	ACH6630	YSI Inc A XYLEM Brand	\$ 52.58
Total			\$ 5,947,522.57

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6571	OVIVO USA LLC	\$ 1,261,158.69
10/20/2023	ACH6627	SUTTER ROOFING COMPANY OF FLORIDA	\$ 520,640.95
09/22/2023	39934	FLORIDA POWER & LIGHT COMPANY	\$ 220,561.31
10/06/2023	39940	FLORIDA POWER & LIGHT COMPANY	\$ 213,268.21
09/08/2023	39920	FLORIDA POWER & LIGHT COMPANY	\$ 207,247.35
09/22/2023	ACH6495	BALLARD MARINE CONSTRUCTION	\$ 203,058.76
10/20/2023	ACH6620	McDade Waterworks Inc	\$ 147,224.00
10/06/2023	ACH6551	C & S CHEMICALS INC	\$ 142,375.52
09/22/2023	ACH6522	Jacobi Carbons Inc	\$ 136,123.20
09/21/2023		QuickBooks Payroll Service	\$ 127,619.74
10/19/2023		QuickBooks Payroll Service	\$ 126,320.17
10/05/2023		QuickBooks Payroll Service	\$ 123,760.19
09/07/2023		QuickBooks Payroll Service	\$ 108,269.93
10/20/2023	ACH6592	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 107,121.09
09/08/2023	ACH6479	Natural Resources LLC	\$ 101,756.28
09/22/2023	ACH6502	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 101,151.50
10/20/2023	ACH6589	C & S CHEMICALS INC	\$ 96,239.36
09/08/2023	ACH6464	C & S CHEMICALS INC	\$ 88,540.34
10/06/2023	ACH6579	UNIVAR SOLUTIONS USA INC	\$ 75,179.00
10/06/2023	ACH6564	Jacobi Carbons Inc	\$ 71,539.20
09/08/2023	ACH6475	Jacobi Carbons Inc	\$ 70,508.80
10/27/2023	DBT102723	FLORIDA DIVISION OF RETIREMENT	\$ 66,589.99
10/20/2023	ACH6598	DESOTO COUNTY (V)	\$ 66,333.37
10/06/2023	ACH6555	DESOTO COUNTY (V)	\$ 66,333.33
09/22/2023	ACH6490	ALLIED UNIVERSAL CORP	\$ 64,980.63
09/22/2023	dbt093023	FLORIDA DIVISION OF RETIREMENT	\$ 63,164.84
10/06/2023	ACH6548	BALLARD MARINE CONSTRUCTION	\$ 52,656.78
09/08/2023	ACH6472	GARNEY CONSTRUCTION	\$ 51,452.00
10/20/2023	ACH6613	JANICKI ENVIRONMENTAL INC	\$ 50,893.00
10/20/2023	ACH6584	ALLIED UNIVERSAL CORP	\$ 50,577.67
10/06/2023	ACH6566	Klir, Inc	\$ 50,000.00
09/22/2023	ACH6508	EARTH BALANCE	\$ 46,432.25
10/20/2023	ACH6611	HVMI LLC	\$ 43,987.10
09/22/2023	DBT092223	United States Treasury	\$ 43,813.82
09/08/2023	ACH6485	UNIVAR SOLUTIONS USA INC	\$ 43,584.49
10/06/2023	ACH6544	ALLIED UNIVERSAL CORP	\$ 43,287.53
10/20/2023	ACH6629	UNIVAR SOLUTIONS USA INC	\$ 42,399.47
10/20/2023	DBT102023	United States Treasury	\$ 40,579.38
10/06/2023	DBT100623	United States Treasury	\$ 39,748.26
09/08/2023	39960	JOHNSON ENGINEERING INC	\$ 35,670.00
09/08/2023	DT090823	United States Treasury	\$ 33,584.38
10/06/2023	ACH6569	McKim and Creed INC	\$ 29,014.50
09/08/2023	ACH6461	ALLIED UNIVERSAL CORP	\$ 28,767.31
09/08/2023	ACH6465	CAROLLO ENGINEERS INC	\$ 26,548.45
09/22/2023	39924	D M CONSTRUCTION CORP	\$ 23,960.58
09/22/2023	ACH6537	THORNTON, MUSSO, AND BELLEMIN, INC.	\$ 22,550.00
09/22/2023	ACH6539	UNIVAR SOLUTIONS USA INC	\$ 21,727.64
10/20/2023	ACH6615	JOHNSON ENGINEERING INC	\$ 21,695.00
10/20/2023	ACH6621	Natural Resources LLC	\$ 20,056.15

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/20/2023	39954	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,774.00
09/08/2023	ACH6470	EARTH BALANCE	\$ 19,000.00
10/20/2023	ACH6609	HAZEN AND SAWYER	\$ 18,663.45
10/06/2023	ACH6578	UNITED STATES GEOLOGICAL SURVEY	\$ 17,305.00
10/20/2023	ACH6617	MANSON BOLVES DONALDSON TANNER	\$ 16,722.13
09/22/2023	ACH6500	CAROLLO ENGINEERS INC	\$ 16,120.87
09/08/2023	39917	Discount Awnings, Inc	\$ 16,000.00
09/22/2023	ACH6524	MANSON BOLVES DONALDSON TANNER	\$ 13,987.50
10/20/2023	ACH6590	CAROLLO ENGINEERS INC	\$ 13,615.35
10/20/2023	ACH6626	STANTEC CONSULTING SERVICES	\$ 11,830.00
09/25/2023	ADBT092523	PNC Bank (Credit Card)	\$ 10,924.56
09/22/2023	Dbt092223	Valic	\$ 10,284.23
10/06/2023	ACH6582	VOYAGER FLEET SYSTEMS INC	\$ 9,851.68
09/22/2023	ACH6519	HAZEN AND SAWYER	\$ 9,682.10
10/06/2023	DBT10062023	Valic	\$ 9,550.56
10/20/2023	DBT102023	Valic	\$ 9,433.77
09/08/2023	ACH6471	Flotech INC	\$ 9,242.92
10/20/2023	ACH6597	CORONADO LAWN SERVICE OF FL	\$ 8,843.00
09/22/2023	ACH6507	CORONADO LAWN SERVICE OF FL	\$ 8,713.00
09/08/2023	ACH6458	AECOM TECHNICAL SERVICES INC	\$ 8,587.57
09/08/2023	DBT090823	Valic	\$ 8,549.56
09/22/2023	ACH6498	BLACK & VEATCH	\$ 8,075.92
10/20/2023	ACH6623	PURVIS GRAY & COMPANY	\$ 8,000.00
10/20/2023	39956	SARASOTA COUNTY UTILITIES	\$ 7,900.77
10/20/2023	39952	KED GROUP INC	\$ 7,774.00
10/06/2023	ACH6550	Brown and Caldwell	\$ 7,106.20
09/22/2023	ACH6493	ASRUS LLC	\$ 6,750.00
09/22/2023	ACH6509	Entech Computer Services LLC	\$ 6,664.45
10/06/2023	ACH6573	PURVIS GRAY & COMPANY	\$ 6,500.00
09/22/2023	ACH6533	Tanner Industries, Inc	\$ 6,454.79
10/20/2023	ACH6624	Shimadzu Scientific Instruments	\$ 6,446.00
10/20/2023	ACH6628	Tanner Industries, Inc	\$ 6,406.45
09/08/2023	ACH6459	AIR CENTERS-FLORIDA	\$ 5,874.17
10/06/2023	ACH6545	AMAZON Business	\$ 5,847.79
10/20/2023	ACH6599	EARTH BALANCE	\$ 5,818.16
09/22/2023	ACH6503	Cimtec Automation, LLC	\$ 5,236.97
10/06/2023	ACH6543	ALLIED ELECTRONICS INC	\$ 5,073.46
09/22/2023	ACH6530	ROGERS PETROLEUM INC	\$ 4,967.92
10/06/2023	ACH6575	Rite Technology	\$ 4,433.81
09/22/2023	ACH6496	BATTERIES PLUS BULBS #451	\$ 4,432.50
10/25/2023	ADBT102523	PNC Bank (Credit Card)	\$ 3,976.82
09/08/2023	ACH6481	SOUTHERN TANK AND PUMP	\$ 3,877.40
09/22/2023	ACH6531	SD Myers LLC	\$ 3,710.00
09/22/2023	ACH6499	Briggs Equipment Inc	\$ 3,592.63
10/20/2023	ACH6583	Air Mechanical & Service Corp	\$ 3,560.00
09/22/2023	ACH6489	ALLIED ELECTRONICS INC	\$ 3,326.44
09/08/2023	ACH6482	STANTEC CONSULTING SERVICES	\$ 3,199.50
10/06/2023	ACH6560	FLUID CONTROL SPECIALTIES INC	\$ 3,142.00
09/08/2023	ACH6467	Cimtec Automation, LLC	\$ 3,091.49

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/22/2023	ACH6520	HDR ENGINEERING INC	\$ 2,950.00
10/20/2023	ACH6591	CED - Port Charlotte	\$ 2,549.46
10/06/2023	ACH6581	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/08/2023	ACH6486	USA Bluebook	\$ 2,338.91
10/20/2023	ACH6625	SOUTHWEST MOBILE MECHANIC	\$ 2,310.12
10/06/2023	ACH6547	ASRUS LLC	\$ 2,220.00
10/20/2023	ACH6603	Fisher Scientific	\$ 2,176.91
10/06/2023	ACH6565	KIMLEY-HORN AND ASSOCIATES INC	\$ 2,175.68
10/06/2023	ACH6574	RESPEC Company LLC	\$ 2,125.72
09/22/2023	ACH6516	GRAINGER	\$ 2,064.81
09/08/2023	ACH6487	Vanguard Cleaning Systems of SW Florida	\$ 2,000.00
10/06/2023	ACH6542	Air Mechanical & Service Corp	\$ 1,962.97
10/06/2023	ACH6568	Markay Consulting Group LLC	\$ 1,875.00
09/08/2023	ACH6474	HDR ENGINEERING INC	\$ 1,785.00
10/06/2023	ACH6567	KONE Inc	\$ 1,763.16
09/22/2023	ACH6501	CED - Port Charlotte	\$ 1,734.77
10/20/2023	39959	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 1,733.92
10/20/2023	ACH6588	BENCHMARK ENVIROANALYTICAL INC	\$ 1,708.00
10/06/2023	ACH6552	CED - Port Charlotte	\$ 1,661.79
10/20/2023	ACH6587	ASRUS LLC	\$ 1,660.00
09/08/2023	ACH6478	MSC INDUSTRIAL SUPPLY CO	\$ 1,628.45
09/22/2023	ACH6538	TRANSCAT INC	\$ 1,376.09
09/22/2023	ACH6528	Public Resources Advisory Group Inc	\$ 1,375.00
09/21/2023		QuickBooks Payroll Service	\$ 1,331.56
09/22/2023	ACH6523	John Ramsey (V)	\$ 1,309.84
10/06/2023	ACH6561	G-TEC Equipment Services	\$ 1,265.00
10/20/2023	ACH6586	Apex	\$ 1,236.05
10/06/2023	ACH6549	BENCHMARK ENVIROANALYTICAL INC	\$ 1,217.00
10/20/2023	ACH6607	GRAINGER	\$ 1,190.86
10/06/2023	39941	TIRE KINGDOM	\$ 1,131.88
10/20/2023	ACH6612	IDEXX DISTRIBUTION INC	\$ 1,015.90
10/20/2023	ACH6585	AMAZON Business	\$ 915.26
09/22/2023	39926	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 909.07
10/20/2023	39957	SMITH RANCH & GARDEN INC	\$ 833.00
10/06/2023	ACH6558	FEDERAL EXPRESS	\$ 817.07
10/06/2023	ACH6580	USA Bluebook	\$ 805.81
09/22/2023	ACH6526	Matt's Lawn Service	\$ 775.00
10/20/2023	ACH6619	Matt's Lawn Service	\$ 775.00
09/08/2023	ACH6463	BENCHMARK ENVIROANALYTICAL INC	\$ 758.00
10/20/2023	ACH6595	CINTAS	\$ 738.65
10/20/2023	39955	SAM'S CLUB	\$ 680.02
09/22/2023	ACH6521	Hostetler Irrigation Inc	\$ 662.69
10/06/2023	ACH6554	CINTAS	\$ 642.00
10/06/2023	ACH6576	Shimadzu Scientific Instruments	\$ 594.00
10/20/2023	ACH6602	FEL-FT MYERS WATERWORKS	\$ 578.48
10/20/2023	39951	INGMAN MARINE	\$ 534.38
09/08/2023	ACH6484	ULINE	\$ 524.90
09/08/2023	ACH6473	GRAINGER	\$ 524.28
09/22/2023	ACH6512	Fisher Scientific	\$ 514.91

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/22/2023	39923	CHARLOTTE PLUMBING & BATH INC	\$ 510.00
09/22/2023	ACH6536	THE BANK OF NEW YORK MELLON	\$ 500.00
09/22/2023	ACH6505	CINTAS FIRE 636525	\$ 494.25
09/22/2023	ACH6534	TERRI BRUMFIELD	\$ 473.47
09/22/2023	ACH6527	Mike Coates (v)	\$ 468.82
09/22/2023	ACH6506	COOL TODAY	\$ 462.50
10/02/2023	39937	DESOTO COUNTY SHERIFF'S OFFICE	\$ 450.00
10/02/2023	39938	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
10/20/2023	39948	EUROFINS EATON ANALYTICAL, LLC	\$ 450.00
09/22/2023	ACH6492	Apex	\$ 449.28
10/06/2023	ACH6556	DMS-FINANCIAL MGMT SERVICES	\$ 448.07
09/08/2023	ACH6468	DMS-FINANCIAL MGMT SERVICES	\$ 447.71
09/22/2023	39928	HOME DEPOT	\$ 445.23
09/08/2023	ADBT090823	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/22/2023	ADBT092223	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/06/2023	ADBT100623	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
10/20/2023	ADBT102023	STATE OF FLORIDA DISBURSEMENT UNIT	\$ 444.75
09/08/2023	ACH6483	TOI TOI USA	\$ 433.48
09/08/2023	ACH6480	PRO-CHEM INC	\$ 431.60
09/08/2023	39918	EUROFINS EATON ANALYTICAL, LLC	\$ 420.00
09/22/2023	ACH6540	Vanguard Cleaning Systems of SW Florida	\$ 400.00
09/08/2023	ACH6466	CENTURYLINK	\$ 396.05
10/20/2023	39958	Waste Pro Bradenton/Sarasota	\$ 390.00
09/22/2023	ACH6504	CINTAS	\$ 371.67
09/22/2023	ACH6532	SUNSHINE ACE HARDWARE	\$ 358.67
10/20/2023	ACH6594	Cimtec Automation, LLC	\$ 345.41
10/02/2023	39936	DESOTO AUTOMOTIVE ENTERPRISES INC	\$ 342.51
10/20/2023	39950	HOME DEPOT	\$ 338.62
10/06/2023	ACH6546	Apex	\$ 336.00
09/08/2023	ACH6469	DONALDSON COMPANY INC	\$ 336.00
10/06/2023	ACH6559	Fisher Scientific	\$ 312.03
09/22/2023	ACH6529	REXEL USA Inc	\$ 310.93
09/08/2023	ACH6476	Jim Guida (V)	\$ 307.84
09/22/2023	39931	SAM'S CLUB	\$ 290.24
09/22/2023	39927	FENDER'S TIRE & BATTERY INC	\$ 290.00
10/20/2023	ACH6600	ENVIRONMENTAL EXPRESS INC.	\$ 278.76
10/20/2023	ACH6604	FORD RITZ (V)	\$ 277.00
09/22/2023	ACH6497	BENCHMARK ENVIROANALYTICAL INC	\$ 264.00
10/20/2023	ACH6605	FRONTIER-941	\$ 263.82
09/22/2023	ACH6488	AIRGAS USA LLC	\$ 260.14
09/22/2023	ACH6514	FRONTIER-941	\$ 246.21
10/20/2023	39953	Manatee County Utilities Department	\$ 241.30
09/22/2023	ACH6515	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/20/2023	ACH6606	FRONTIER COMMUNICATIONS-305	\$ 240.98
10/06/2023	ACH6577	ULINE	\$ 240.33
09/22/2023	39929	Manatee County Utilities Department	\$ 237.99
09/08/2023	ACH6460	Air Mechanical & Service Corp	\$ 237.24
09/22/2023	ACH6494	ATIS Elevator Inspections, LLC	\$ 225.00
10/20/2023	ACH6622	NAVITAS CREDIT CORP	\$ 211.58

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	ACH6572	Pitney Bowes- Lease	\$ 209.85
10/20/2023	ACH6601	FEDERAL EXPRESS	\$ 200.46
09/22/2023	ACH6491	AMAZON Business	\$ 191.66
09/22/2023	ACH6535	Terri Holcomb (V)	\$ 190.48
10/06/2023	ACH6562	GRAINGER	\$ 169.80
10/06/2023	ACH6553	Cimtec Automation, LLC	\$ 168.41
10/06/2023	ACH6557	ENVIRONMENTAL EXPRESS INC.	\$ 160.59
10/06/2023	ACH6570	MSC INDUSTRIAL SUPPLY CO	\$ 150.78
09/22/2023	39925	DEPARTMENT OF ENVIRONMENTAL PROTECT	\$ 150.00
09/22/2023	39935	FENDER'S TIRE & BATTERY INC	\$ 145.00
10/06/2023	ACH6541	AAA Cooper Transportation	\$ 138.60
10/20/2023	39947	Buffalo Grafix	\$ 126.00
09/22/2023	39922	BUREAU OF ELEVATOR SAFETY	\$ 125.00
09/08/2023	ACH6456	Abacus Web Services	\$ 119.00
10/20/2023	ACH6614	Jim Guida (V)	\$ 113.15
10/20/2023	39946	Braden River Utilities LLC	\$ 110.81
10/06/2023	ACH6563	Gulf Controls Company, Inc.	\$ 109.41
09/22/2023	ACH6517	Grant Vergara	\$ 100.00
09/22/2023	ACH6525	MARK ORTEL	\$ 100.00
10/20/2023	ACH6618	MARK ORTEL	\$ 100.00
09/22/2023	ACH6518	Hach Company	\$ 98.45
10/20/2023	ACH6608	Hach Company	\$ 94.58
10/06/2023	39942	VERIZON WIRELESS	\$ 94.54
10/20/2023	ACH6616	Kelly Bailey (V)	\$ 90.39
10/20/2023	39944	AWWA	\$ 85.00
09/22/2023	39930	NaturZone Pest Control	\$ 83.79
10/20/2023	ACH6610	Henry Meredith	\$ 80.27
09/08/2023	ACH6457	ADVANTAGE CARE INC.	\$ 80.00
10/20/2023	ACH6596	COLE-PARMER INSTRUMENT CO	\$ 79.26
10/20/2023	ACH6593	CHENANGO SUPPLY CO., INC.	\$ 56.08
10/06/2023	ACH6576	TERRI BRUMFIELD	\$ 54.95
10/20/2023	ACH6630	YSI Inc A XYLEM Brand	\$ 52.58
10/06/2023	ACH6577	SUNSHINE ACE HARDWARE	\$ 39.34
09/08/2023	39919	FLORIDA DEPARTMENT OF STATE	\$ 33.74
09/08/2023	ACH6462	Apex	\$ 20.82
09/22/2023	39921	BILL'S BOTTLED WATER SERVICE	\$ 20.25
10/20/2023	39945	BILL'S BOTTLED WATER SERVICE	\$ 18.75
10/06/2023	39943	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/22/2023	ACH6510	FEDERAL EXPRESS	\$ 7.80
10/20/2023	39949	FDOT	\$ 6.85
10/06/2023	39939	FDOT	\$ 4.25
Total			\$ 5,947,522.57

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
09/08/2023	CACH270	GARNEY CONSTRUCTION	\$ 1,468,357.83
09/08/2023	CACH271	Natural Resources LLC	\$ 24,810.00
09/22/2023	2790	TLC Diversified Inc	\$ 61,282.67
09/22/2023	2791	Woodruff & Sons, Inc.	\$ 567,816.23
09/22/2023	CACH272	HDR ENGINEERING INC	\$ 485,051.11
09/22/2023	CACH273	Manson Bolves Donaldson Tanner PA CIP	\$ 38,840.00
10/06/2023	2792	Woodruff & Sons, Inc.	\$ 286,523.43
10/06/2023	CACH274	American SpiralWeld Pipe Company LLC	\$ 1,746,090.39
10/06/2023	CACH275	Brown and Caldwell	\$ 224,703.51
10/06/2023	CACH276	GARNEY CONSTRUCTION	\$ 1,262,753.46
10/06/2023	CACH277	HDR ENGINEERING INC	\$ 43,000.00
10/06/2023	CACH278	STANTEC CONSULTING SERVICES	\$ 108,374.63
10/20/2023	2793	TLC Diversified Inc	\$ 70,312.79
10/20/2023	CACH279	American SpiralWeld Pipe Company LLC	\$ 446,987.50
10/20/2023	CACH280	Ardurra Group (CIP)	\$ 1,120.00
10/20/2023	CACH281	Brown and Caldwell	\$ 11,313.75
10/20/2023	CACH282	CAROLLO ENGINEERS INC	\$ 1,143,702.57
10/20/2023	CACH283	GARNEY CONSTRUCTION	\$ 1,780,448.42
10/20/2023	CACH284	MANSON BOLVES DONALDSON TANNER	\$ 5,812.50
10/20/2023	CACH285	Manson Bolves Donaldson Tanner PA CIP	\$ 38,617.50
10/31/2023	2796	Mike Coates (3C Easement-Cashers Check 1 for Judgement)	\$ 1,047.71
10/31/2023	2797	Mike Coates (3C Easement-Cashers Check 2 for Judgement)	\$ 69,347.00
Total			\$ 9,886,313.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/06/2023	CACH274	American SpiralWeld Pipe Company LLC	\$ 1,746,090.39
10/20/2023	CACH279	American SpiralWeld Pipe Company LLC	\$ 446,987.50
10/20/2023	CACH280	Ardurra Group (CIP)	\$ 1,120.00
10/06/2023	CACH275	Brown and Caldwell	\$ 224,703.51
10/20/2023	CACH281	Brown and Caldwell	\$ 11,313.75
10/20/2023	CACH282	CAROLLO ENGINEERS INC	\$ 1,143,702.57
09/08/2023	CACH270	GARNEY CONSTRUCTION	\$ 1,468,357.83
10/06/2023	CACH276	GARNEY CONSTRUCTION	\$ 1,262,753.46
10/20/2023	CACH283	GARNEY CONSTRUCTION	\$ 1,780,448.42
09/22/2023	CACH272	HDR ENGINEERING INC	\$ 485,051.11
10/06/2023	CACH277	HDR ENGINEERING INC	\$ 43,000.00
10/20/2023	CACH284	MANSON BOLVES DONALDSON TANNER	\$ 5,812.50
09/22/2023	CACH273	Manson Bolves Donaldson Tanner PA CIP	\$ 38,840.00
10/20/2023	CACH285	Manson Bolves Donaldson Tanner PA CIP	\$ 38,617.50
10/31/2023	2796	Mike Coates (3C Easement-Cashers Check 1 for Judgement)	\$ 1,047.71
10/31/2023	2797	Mike Coates (3C Easement-Cashers Check 2 for Judgement)	\$ 69,347.00
09/08/2023	CACH271	Natural Resources LLC	\$ 24,810.00
10/06/2023	CACH278	STANTEC CONSULTING SERVICES	\$ 108,374.63
09/22/2023	2790	TLC Diversified Inc	\$ 61,282.67
10/20/2023	2793	TLC Diversified Inc	\$ 70,312.79
09/22/2023	2791	Woodruff & Sons, Inc.	\$ 567,816.23
10/06/2023	2792	Woodruff & Sons, Inc.	\$ 286,523.43
Total			\$ 9,886,313.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: SEPTEMBER & OCTOBER 2023

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description	Amount
10/20/2023	CACH283	GARNEY CONSTRUCTION	\$ 1,780,448.42
10/06/2023	CACH274	American SpiralWeld Pipe Company LLC	\$ 1,746,090.39
09/08/2023	CACH270	GARNEY CONSTRUCTION	\$ 1,468,357.83
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09/08/2023	CACH271	Natural Resources LLC	\$ 24,810.00
10/20/2023	CACH281	Brown and Caldwell	\$ 11,313.75
10/20/2023	CACH284	MANSON BOLVES DONALDSON TANNER	\$ 5,812.50
10/20/2023	CACH280	Ardurra Group (CIP)	\$ 1,120.00
10/31/2023	2796	Mike Coates (3C Easement-Cashers Check 1 for Judgement)	\$ 1,047.71
Total			\$ 9,886,313.00

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 3**

Peace River Regional Reservoir No. 3 (PR3) – Final Design and Construction

ROUTINE STATUS REPORTS ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR3) Project Update

Date: December 6, 2023

Prepared by: Terri Holcomb, PE, Director of Engineering

Project Description

The key to use of seasonally available surface water as a reliable public water supply is the ability to harvest and store large volumes of water during relatively short periods of availability. The Peace River facility utilizes off-stream raw water reservoirs, and an aquifer storage and recovery system to support use of supplies skimmed from the Peace River as an alternative water supply, reliably meeting much of the drinking water needs in the District's southern water planning area. The Peace River Reservoir No. 3 (PR3) Project will include a third off-stream raw water reservoir (minimum 6 BG capacity) at the Peace River site in DeSoto County, expanded river intake capacity and connecting pipelines.

The Reservoir No. 3 Project is supported by the Authority's Water Use Permit (20 010420.010) issued February 26, 2019 which authorized increasing the maximum daily withdrawal from the Peace River from 120 MGD to 258 MGD to enhance the capture and storage of excess flows during the wet season. The increase in withdrawal will facilitate gaining additional drinking water supply yield from this system. In addition, the Authority's 2020 Master Water Supply Plan identified an additional 15 MGD in alternative water supply capacity development is available from the Peace River Facility Expansion Project, inclusive of the PR3 Project and the water treatment plant expansion, now called the "Surface Water Supply Expansion Project" 0. The Southwest Florida Water Management District is funding the Final Design and Construction portion of the PR3 Project in the amount of \$115,700,000.

Current status

Work Order No. 3 'Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting with HDR Engineering, Inc. includes environmental and geotechnical site characterization; 60%, 90%, 100% and Ready to Advertise Design Documents; Environmental Permitting and mitigation strategy development. Board Approval of Work Order No. 3 – Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting of \$8, October 4, 2023.

Project History Briefing

Project: Peace River Regional Reservoir (PR3) Project Update

Date: December 6, 2023

Prepared by: Terri Holcomb, PE, Director of Engineering

The following information summarizes the historical milestones and key events to date for the Peace River Regional Reservoir No. 3 (PR3) Project, including Work Order No. 2 - Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review and Work Order No. 3 – Final Design and Permitting.

- February 2022** Board approved the Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting and Third-Party Review Work Order No. 2 on February 3, 2022.
- March 2022** The Site Characterization Task commenced with the Geotechnical Kick-Off meeting on March 1st. The Wetland Delineations began on March 17th and continued on March 18th and again on March 28th – 30th. The first Monthly Progress Meeting was held on March 17th. Geotechnical field investigations began on March 14th with the equipment being mobilized to the Reserve. Soil/auger borings and other geotechnical investigations will continue through June.
- April 2022** The Monthly Progress Meeting was held on April 14th. Wetland delineations continued April 11th – 14th; and April 20th – 22nd. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10th. The Consultant held a System Conveyance Workshop on May 2nd with Operations, Engineering and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12th. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9th, 2022. Geotechnical and Environmental field investigations continued through the month of June. A site visit to the existing intake structure was held on June 2 by the Consultant Team to coordinate siting and intake orientation design efforts.
- July 2022** The Monthly Progress Meeting was held on July 14, 2022. 15 % Design Drawings and Basis of Design Report was received on July 15th, 2022. On July 25th a Communications Workshop was held to review the Authority's goals and messaging objectives for the PR3 Project. Authority staff met

with FWC staff in Tallahassee on July 27th to discuss the benefits of restoration efforts on Orange Hammock.

August 2022

A 15% Design – Review Workshop was held on August 16th with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The Monthly Progress Meeting was held on August 18th via MS Teams in conjunction with a meeting on the conceptual, preliminary mitigation strategy. The consultant attended a discussion on the preparation of presentation items for the upcoming Professional Staff Meeting. The Consultant provided a 15% Cost Estimate for the PR3 Project on August 31st and also provided an MS Teams presentation on the basis of the estimates also on August 31st.

September 2022

The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7th in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12th. The Consultant performed additional geotechnical work, including piezometer water quality testing on the PR3 site on September 15th.

October 2022

The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Board Meeting on October 5, 2022. The Consultant held a meeting on October 11th to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18th to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25th the Consultant held meetings on easement acquisition and mitigation efforts.

November 2022

The Consultant held a 30% Design and Conveyance Pipeline Workshop at the PRF on November 1st. A PR3 Cost Savings Alternative Discussion was held on November 9th. The Monthly Progress Meeting was held on November 10th. A Preliminary Design Cost Reduction Measure Memorandum was received on November 16th.

December 2022

On December 1st, the Consultant Team held a preparation meeting for FDEP pre-application meeting held on December 6th. A Permitting Coordination Meeting was held with Authority staff and GC on December 9th. On December 12th, Authority staff met to discuss delivery methods for both the PR3 Project and the WTP Expansion Project. On December 14th – PR3 Project Manager and Authority Project Manager met to discuss obtaining a sub-consultant to assist with permitting agency coordination. There was no monthly progress meeting held in December.

January 2023

The monthly progress meeting was held on January 12th. On January 20th, The Consultant met with Green Source to develop a scope and fee for

assistance with environmental permitting coordination.

- February 2023** The monthly progress meeting was held on February 15th. A meeting was held on February 13th to discuss the wetland mitigation approach and recent field investigations. Ongoing species surveys and geotechnical investigations occurred throughout the month.
- March 2023** The monthly progress meeting and 30% design review workshop were held on March 20th. The 30% design deliverables were delivered on March 10th. A follow-up meeting on wetland mitigation and permitting updates was held on March 14th.
- April 2023** The 30% Design Progress Update was presented to the Board at the April 5th meeting. The monthly progress meeting was held in conjunction with the SWFWMD Third-Party Review Kick-Off meeting held on April 14th. A Preapplication Meeting with the Army Corp of Engineers (ACOE) was held on April 13th to discuss Section 404 and the ERP Permitting approach.
- May 2023** A meeting with FDEP was held on May 2nd to discuss the environmental permitting approach for the CDV site. The Third-Party Review Draft Comments meeting was held with the SWFWMD and TPR Consultant on May 15th. The monthly progress meeting was held in conjunction with the 30% Design Review Workshops. The Reservoir Design Workshop was held on May 23rd, and the Pipeline Design Workshop was held on May 24th.
- June 2023** A meeting was held on June 2nd to review the FDEP 404 Preapplication strategy. The monthly progress meeting was held on Thursday, June 8th. A 30% Design Review discussion was held with the SWFWMD on June 19th. A follow-up to the June 2nd FDEP permitting meeting was held on June 21st. A meeting was held with the Consultant on June 22nd to review the Demand Projections Technical Memorandum. A meeting was held on June 30th to coordinate the Design/Permitting team for the July 12th FDEP 404 Preapplication Meeting.
- July 2023** A meeting was held on July 6th to coordinate the Team for the July 12th FDEP 404 Preapplication Meeting. A meeting with FDEP was held on July 12th. The PR3 CMAR Mandatory Pre-SOQ Meeting was held on Friday July 14th. The Monthly Progress Meeting was held on July 18th. An ERP Preapplication meeting was held with the SWFWMD on July 31st.
- August 2023** ERP coordination meetings were held on August 3rd, 16th, and 30th for the ERP Application Submittal on September 15th. The PR3 CMAR SOQ's were submitted on August 17th and 4 Firms submitted: Archer Western; Garney; Kiewit and PCL. The PSEC meeting to review, rank and shortlist

the firms was held on August 29th – all 4 firms were recommended to proceed to Presentation.

- September 2023** ERP coordination meetings were held on September 7th and September 14th. The PR3 CMAR SOQ PSEC presentations were given on September 12th, with the following rankings: Archer Western, PCL, Garney, and Kiewit. The staff recommendation to approve Archer Western as the selected CMAR Firm for the PR3 Project will go to the October 4th, Board Meeting. The ERP Package was submitted to the SWFWMD on September 15th – completing the final deliverable for the Preliminary Design efforts. The Monthly Progress meeting was held on September 14th.
- October 2023** On October 4, 2023, the Board approved Work Order No. 3 – Final Design and Permitting for the Project. On October 11th the Authority and Archer Western met for a scoping meeting to discuss items that the CMAR would need to include in their 1st Early Contract Engagement Scope of Services. On October 30th, Authority staff, Consultant, and representatives from SWFWMD met to review the ERP package submitted on September 15th to the District.
- November 2023** On November 13, 2023, a Final Design and Permitting Project Kick-off meeting was held with the Consultant at the PRF. On November 14th, the second scoping meeting with Archer Western was held to finalize the CMAR Scope of Services and Fee for Package 1A of the CMAR Contract for the PR3 Pumping and Conveyance Facilities Project.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 4**

**Regional Integrated Loop System Phase 2B Pipeline Project
Progressive Design-Build**

Project Status Report

Project: Regional Integrated Loop System Phase 2B Pipeline Project

Date: December 6, 2023

Prepared by: Mike Knowles, P.E., Project Manager

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The Phase Regional Integrated Loop System Phase 2B Pipeline is approximately 13-miles of 42-inch diameter pipe beginning near the western end of the existing Phase 2 Regional Interconnect and 36-inch diameter Charlotte County Regional Transmission Main (CCTM), near the intersection of Harbor Boulevard and Veterans Boulevard in Charlotte County. As currently envisioned, based on the recently completed Phase 2B/2C Feasibility and Routing Study, the Phase 2B Pipeline will extend generally west and south, crossing the Myakka River terminating at or in the vicinity of the Charlotte County Utilities Gulf Cove Booster Station. The Phase 2B Pipeline Project will be delivered (designed, permitted, and constructed) via Progressive Design-Build (PDB). The project includes metering facilities, telemetry, and other appurtenances appropriate to make the Phase 2B Project fully functional for transfer and delivery of finished water, and support a future connection with the Regional Integrated Loop Phase 2C Interconnect. As pointed out at the April 2022 Board Meeting, Phase 2B/2C implementation will be subdivided into two separate projects. The Phase 2C Interconnect is anticipated to begin in 2029.

Progressive Design-Build Team Selection Process

On June 24th, 2022, the Authority received four Statements of Qualification proposals on a timely basis for Progressive Design-Build Services. The first Professional Services Evaluation Committee (PSEC) meeting was held on June 30th and all four Teams were shorted-listed and proceed to the interview stage. One short-listed Team declined the opportunity to interview. PSEC interviews with presentations were held on July 14th, 2022, and the top two (2) Teams were recommended to the Board on August 3, 2022, for delivery of the Regional Integrated Loop System Phase 3C Pipeline Project and the Regional Integrated Loop System Phase 2B Pipeline Project.

Current Status

Regional Integrated Loop System Phase 2B Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee. Scope includes 60% design, property and permitting and GMP for Phase 2 Services. Scope/fee and Phase 1 Services are due September 20, 2022, for consideration at the October 5th, Board Meeting.
- Phase 2 – final scope and fee/GMP. Final scope and Phase 2 GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. Phase 2 GMP will be added to the Contract by Addendum and is brought to the Board for consideration in December 2023.
- Phase 2B Pipeline Project substantial completion is scheduled for March 1, 2026.

On October 5, 2022, the Board approved the Contract with Woodruff and Sons Inc. for the Phase 2B Pipeline, and Phase 1 Design Services for 60% Design and development of the Guaranteed Maximum Price, in the amount of \$5,067,144.81.

Woodruff and Sons, Inc. submitted all insurance requirements for the Phase 2B Contract. The Contract was executed by the Authority and the Notice-to-Proceed for the project was issued to Woodruff and Sons, Inc., November 10, 2022.

Woodruff and Sons, Inc. November/December 2022 submitted Technical Memorandum No. 1 – Pipe Material and Size and Technical Memorandum No. 2 – Alignment and Easement including 10% Design Plans. Field services for the first 7-miles of the alignment from the termination of the Phase 2A Pipeline west along Hillsborough Blvd. to US-41. Field work including survey, geotechnical and subsurface utility engineering are underway.

In mid-February 2023, Woodruff and Sons, Inc. submitted 30% Design Drawings for the first 7-miles of the alignment and Technical Memorandums 3-to-6, on hydraulic analysis, water and road crossings, corrosion control and the Gulf Cove Booster Station. W&S anticipates completing the draft Basis of Design Report (30%) design in early April 2023.

In April 2023, Woodruff and Sons, Inc. submitted the 30% Basis of Design Report and 30% Design Drawings updates to the Authority for review. On June 16, 2023, the 30% design package (BODR & Design Drawings) was forwarded to the District Project Manager for Third Party Review in accordance with the Cooperative Funding Agreement. On September 15, 2023, the draft 60% Design Package and GMP was submitted to the Authority and Charlotte County. The following Monday, SWFWMD received the draft 60% package.

In November 2023, the Design-Build Team completed the 60% design package and the GMP. The Authority coordinated with Charlotte County to amend the Interlocal Agreement to cover the GMP costs.

Project History Briefing

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 2B Project.

- Project History – The Board approved the Contract for Professional Services with Kimley Horn Associates, Inc. (KM) for the ‘Regional Integrated Loop System Phase 2B and Phase 2C Feasibility and Routing Study’ on December 2, 2020, in the amount of \$399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021. The Project was completed on time and within budget. Subsequently, the project was subdivided into two separate pipeline projects, the Phase 2B and Phase 2C.
- April 6, 2022, Board Meeting – KH presented the recommended route for the Phase 2B Interconnect Pipeline (2B.1) to the Board. The Authority stated that going forward the PH2B/2C project would proceed as two separate Projects, the PH2B Interconnect Pipeline and the PH2C Interconnect Pipeline. The PH2B Pipeline will use a Progressive Design Build Delivery approach for design and construction of the project. Final construction completion for the Phase 2B Pipeline Project is anticipated to be March 1, 2026. The PH2C Pipeline Project has been deferred until 2029 based upon projected water demands from Regional Customers/Members per the Authority’s Capital Improvements Project (CIP) and Capital Needs Assessments (CNA) planning. The Board approved, a Motion for the Recommended PH2B Route, and a Motion for the Interlocal Agreement between Charlotte County and the Authority for the PH2B Project.
- May 24, 2022 - The Authority advertised for Statements of Qualifications (SOQs) for Progressive Design-Build Services for the Regional Integrated Loop Phase 2B and Phase 3C Pipelines. Per the Information Package, the Authority will make two awards, one for the Phase 2B Project and one for the Phase 3C Project. The top-rated Progressive Design-Build Team will select either the Phase 2B Project or the Phase 3C Project. The second highest rated Team will be select the other pipeline project.
- June 7, 2022 – Addendum No. 1 – Updates to Information Package - was posted for Progressive Design-Teams expressing interest.
- June 7, 2022 – Addendum No. 2 – Response to Questions – was posted.
- June 14, 2022 – Addendum No. 3 – Response to Questions (final) – was posted.
- June 24, 2022 – Four Progressive Design-Build Team SOQ packages were timely received. Each PDB Team consists of a Prime Contractor and Prime Engineer. Teams in alphabetical order include:
 - Garney Companies and Ardurra Group
 - Quality Enterprises and GradyMinor & Associates
 - Westra Construction and McKim & Creed
 - Woodruff & Sons and Kimley Horn

- June 30, 2022 – The first Professional Selection Evaluation Committee (PSEC) meeting was held, and all four Design Build Teams were short listed. The PSEC included 3-Authority representatives and one representative each, from Charlotte and Sarasota Counties. Per Committee Member evaluations of SOQ Proposals:
 - Garney Companies and Ardurra Group – rated first
 - Westra Construction and McKim & Creed – rated second
 - Woodruff & Sons and Kimley Horn – rated third
 - Quality Enterprises and GradyMinor & Associates – rated four (declined presentation and interview)
- July 14, 2022 – The second PSEC meeting was held for presentations and interviews. Woodruff & Sons, Inc. was recommended for the Phase 2B Regional Integrated Loop System Interconnect Project.
- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.
- September – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 2B Pipeline Project – Phase 1 Services Contract will be presented to Board for approval at the October 5, 2022 meeting.
- October 5, 2022 – Board approved the Contract with Woodruff and Sons Inc. for the Phase 2B Pipeline Project and Phase 1 Design Services for the 60% Design and development of the Guaranteed Maximum Price in the amount of \$5,067,144.81.
- November 1, 2022 – Woodruff and Sons submitted final insurance requirements for the Contract.
- November 8, 2022 – Woodruff and Sons submitted Technical Memorandum No.1 - Pipeline Material and size and draft 10% design drawings. Woodruff and Sons will be collecting bids from Ductile Iron Pipe vendors, Steel Pipe vendors, and HDPE vendors for the Horizontal Directional Drill (HDPE) under the Myakka River. After Woodruff receives bid prices, they will compare the cost of the material and the cost installation for each type of Pipe (ductile or steel) and select most cost-effective approach.
- November 10, 2022 – The Authority executed the Contract and issued the Notice-to-Proceed for the Phase 2B Pipeline, Progressive Design-Build Project to Woodruff and Sons, Inc.
- December 1, 2022 – The Authority and Kimley Horn met (virtual) with Charlotte County Utilities staff & Jones Edmunds to discuss the Charlotte County Hydraulic Model for the Phase 2B Pipeline being developed.

- December 21, 2022 – Tech. Memo 2 PH 2B Pipeline - Alignment & Easement Requirements and updated 10% Design Drawings.
- January 11, 2023 – The Authority, and Woodruff and Sons met (virtual) with Charlotte County Public Works and the City of North Port Pump works to discuss the PH 2B pipeline along Hillsborough Blvd and Chancellor Blvd. and requested additional information.
- January 17, 2023 – The Authority and Woodruff and Sons met (virtual) to discuss Authority comments on Technical Memorandums No. 1 - Pipe Material and Size and Technical Memorandum No. 2. - Alignment & Easement Requirements.
- January 17, 2023 – Woodruff and Sons submitted their Order of Magnitude for Owner Direct Purchase of pipe, gaskets, fittings, and line valves for the first 7-miles of the Phase 2B Pipeline, beginning at the termination of the Phase 2A Pipeline west along Hillsborough Blvd. to US41. They anticipate receiving vendor bid quotes by February from pipe vendors.
- January 18, 2023 – The Authority and Woodruff and Sons and Kimley Horn met (virtual) with Charlotte County Utilities & Jones Edmunds to discuss Hydraulic Modeling. Based on the meeting flow projections to the Charlotte County Gulf Cove Pumping Station (south end of PH 2B) were determined to be within acceptable limits and a 42-diameter Phase 2B pipeline could convey flows to Gulf Cove including up-to 7-interconnects to the Charlotte County water distribution system along the alignment of the Phase 2B primarily along Hillsborough Blvd.
- February 16, 2023 – Woodruff and Sons submitted Technical Memorandums (TM), TM3 Hydraulic Modeling, TM4 Water and significant Roadway Crossings, TM5 Pipeline and Corrosion Control and TM6 Gulf Cove Booster Pump Station.
- February 22, 2023 – A 30% Design and ROM meeting was held with Authority and Woodruff and Sons staff to discuss the 30% design drawings and ROM development in preparation for the schedule Owner Direct Purchase meeting with Charlotte County schedule on March 2nd.
- March 2, 2023 – Owner Direct Purchase (ODP) Meeting with Charlotte County to discuss 30% ROM Projections and not to exceed amount for Owner Direct Purchase. Discussed project status (30% design), project schedule and development of the 10% design and 30% design drawings. Noted that the ODP of pipeline material will save about \$1.25 million in taxes. Based upon vendor cost estimates of pipeline materials for 56,000 lf of 42-inch steel pipe, adjacent pipe and appurtenances, 42-inch isolation valves, adjacent valves and appurtenances. Woodruff and Sons explained that the current construction schedule start on the east end of the project (Hillsborough Blvd.) was October-November 2023. Therefore, pipe material has to be ordered in late April due to a 6-month+/- lead time. An agreed upon amount for a not-to-exceed ODP cost for materials was \$20-million and will be taken to the April 5, 2023, Board Meeting for Board Approval. The meeting included Charlotte County Utilities, Authority and Woodruff and Sons staff.

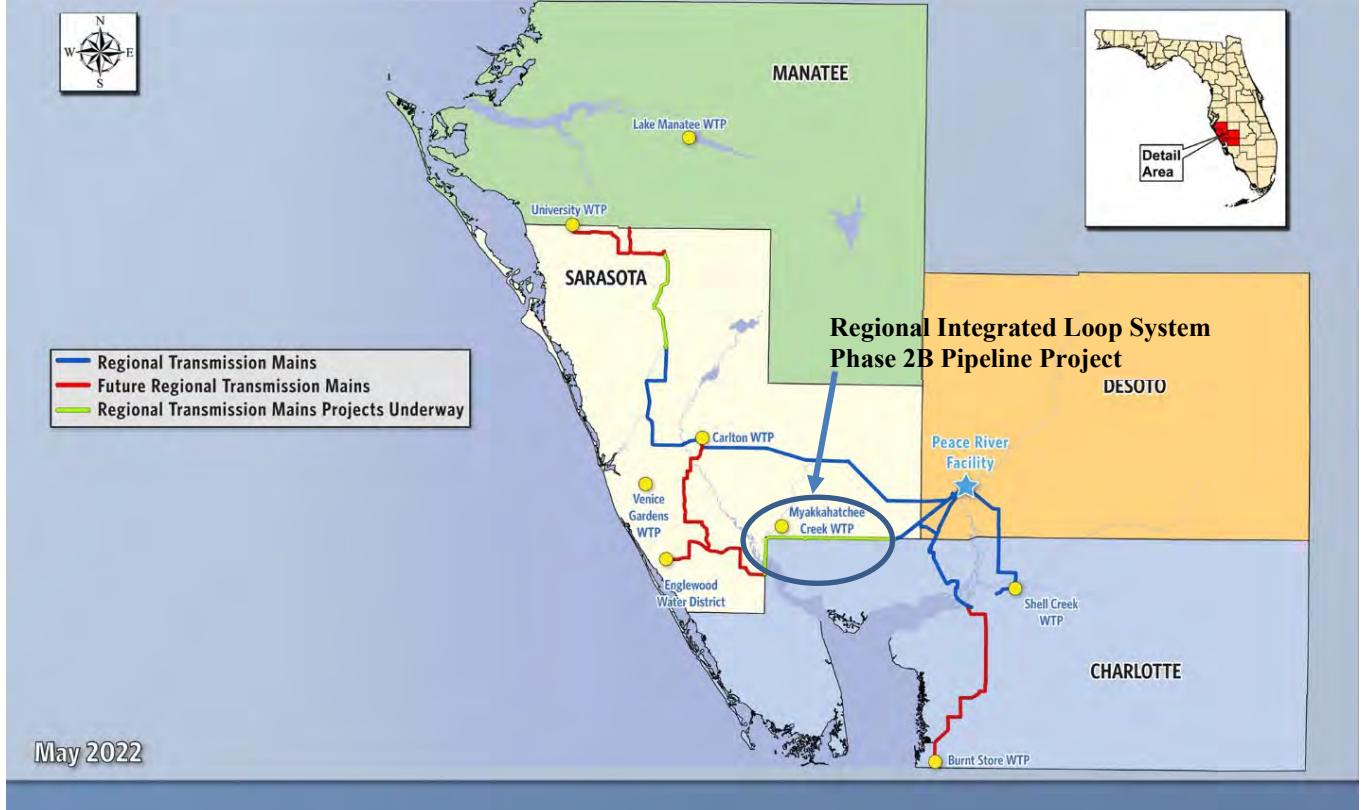
- March 3, 2023 – Army Corps of Engineering Pre-application meeting (virtual). The meeting was attended by Authority, Woodruff & Sons and ACOE staff. The purpose of the meeting was to discuss project design parameters, required permitting and schedules, associated with water body crossings, including navigable and non-navigable waters along Hillsborough Blvd. and Chancellor Blvd., and the pipeline crossing of the Myakka River.
- March 8, 2023 - Florida Department of Environmental Protection Permitting Pre-application meeting (virtual). The purpose of the meeting was to discuss project design parameters, required permitting and schedules. The meeting was attended by Authority, Woodruff & Sons and FDEP staff.
- March 9, 2023 – A Workshop was held with Charlotte County and City of North Port, Utilities and Public Works Departments, respectively. The purpose of the meeting was to update the County and City on the status of the project and to discuss and answer design questions or identify the person to obtain follow-up information.
- March 28, 2023 – A meeting was held with the Sarasota County Parks and Land Management Departments to discuss the PH 2B Pipeline crossing the Myakka Islands Point Preserve and process to obtain easements.
- April 5, 2023 – The Authority Board approved Owner Direct Purchase for Phase 2B project long lead items with a total estimated cost of materials, including steel pipe (raw materials and finished products), yard piping, line valves, flow meter and pipeline materials suitable for subaqueous installation under the Myakka River, for an amount not-to-exceed \$20 Million. Woodruff and Sons will solicit bids for these items while meeting the Authority’s owner direct purchase policy requirements.
- April 10, 2023 – W&S/KH submitted the 30% Basis of Design Report and 30% Design Drawing for segments 1 and 2 (east-west alignment drawings) to the Authority for review. Segment 3 (north-south) 30% design drawings are pending completion of field work. The SWFWMD 30% Design Package will be forwarded to the District in June for Third Party Review in accordance with the Cooperative Funding Agreement.
- May 2, 2023 – An Operations meeting was held with W&S and the Authority to discuss the 30% design of the PH2B pipeline. Items discussed included connection of the 2B to the existing 2A pipeline, 2B meter assembly, horizontal directional drill (HDD) crossing of the Myakka River, termination of the 2B pipeline at the Charlotte County Gulf Cove Booster Pump Station and cathodic protection of the 2B pipeline (steel).
- May 10, 2023 – A meeting was held with the City of North Port, Authority and W&S to discuss a potential emergency interconnect with the 2B at the City Hillsborough Booster Pump Station located in Charlotte County (south side of Hillsborough Blvd.). The City currently has an emergency interconnect off an existing Charlotte County 12” WM at this location. The City suggested that an additional 2B interconnect at this location may reduce Charlotte County

distribution line pressure fluctuations when the existing emergency interconnect is used. The Authority will follow up with Charlotte County Utilities.

- May 19, 2023 – A meeting was held with Charlotte County Utilities to discuss the Phase 2B alignment along Hillsborough Blvd. and Charlotte County’s plans to construct a future 8-inch diameter CCU water pipeline along Hillsborough Blvd.
- June 16, 2023 – Woodruff & Sons submitted a Rough Order of Magnitude (ROM) 30% design cost comparison for the Phase 2B north-south (segment 3) from Chancellor Blvd. to the Charlotte County Gulf Cove Booster Pump Station approximately 3-miles in length. The alternative A alignment includes Phase 2B installation on District and Sarasota County property and was estimated to be \$ 14,336,600. Alternative B includes installation in Campbell Street and private property and was estimated to be \$19,878,000. Both alternatives include a horizontal directional drill (HDD) across the Myakka River.
- June 16, 2023 – The 30% Design Package was submitted to the SWFWMD Phase 2B Project Manager for the District’s Third Party Review (TPR) in accordance with the CFI Agreement 23CF0004096 (Q355).
- June 20, 2023 – Mike Coates (Executive Director) and Doug Manson (Authority Attorney) met with officials from the Florida Forest Services in Tallahassee to discuss installation of the north/south segment of the Phase 2B pipeline in SWFWMD/State Forest Services, Lands. A follow up meeting is anticipated to be held in early July.
- July 7, 2023 – The Authority met with the SWFWMD and Florida Forest Services representatives (virtual meeting) to discuss the installation of the Phase 2B Pipeline in State property. The Florida Forest Service and SWFWMD are amicable to the installation of the Phase 2B pipeline within the District property north of the Myakka River. South of the Myakka River the Forest Service and SWFWMD prefer the Phase 2B pipeline be installed on private property. The Authority will work with Woodruff & Sons to determine the alignment for the horizontal directional drill subaqueous crossing of the Myakka River.
- July 12, 2023 – A meeting has been scheduled with Sarasota County to discuss installation of the Phase 2B pipeline in Sarasota County property on the north side of the Myakka River. Attendees will include Sarasota County Parks and Utilities Departments, Woodruff & Sons and the Authority.
- July 14, 2023 – A 60% Guaranteed Maximum Price (GMP) Kick Off meeting will be held with Woodruff & Sons, SWFWMD and the Authority. During this period regularly scheduled bi-weekly progress meetings were held as well as preparation meetings for discussions with regulatory agencies, workshops, and submittal review meetings with Woodruff and Sons.

- August 14, 2023 – The Design-Build Team prepared a pre-60% GMP and shared the submittal at a coordination meeting with Charlotte County Utilities. During this meeting, the approach of the County’s parallel 8-inch diameter water main and the coordination of both projects was discussed.
- September 15, 2023 – The Design-Build team submitted the draft Guaranteed Maximum Price (GMP) and the draft 60% plans. The Authority shared the draft GMP with Charlotte County Utilities and is preparing to share the GMP with their Board on October 10, 2023.
- October 10, 2023 – The Authority presented the draft GMP to the Charlotte Board during a Quarterly Meeting. The Board voted to begin revisions to the Interlocal Agreement to cover the additional costs for the Phase 2B project and utility improvements parallel to the water transmission main.
- November 10, 2023 – The Design-Build team submitted the final Guaranteed Maximum Price and the revised 60% plans. The Authority shared the GMP with Charlotte County Utilities.

Peace River Manasota Regional Water Supply Authority Regional Vision for 2042



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 5**

**Regional Integrated Loop System Phase 3C Pipeline Project
Progressive Design-Build**

Project Status Report

Project: Regional Integrated Loop System Phase 3C Pipeline Project

Date: December 6, 2023

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the project description and status (see attached general project area figure).

Project Description

The Regional Integrated Loop System Phase 3C Pipeline Project (Project) includes the design and construction of approximately 42,500 LF of 42-inch diameter pipe, a new 10 MGD pumping facility (expandable to 30 MGD) located near the northern end of the Project, and one finished water ground storage tank (estimated 5 MG). The project includes metering facilities, chemical adjustment, telemetry, backup power supply, and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery. The pipeline begins at the northern end of the existing Regional Integrated Loop Phase 3B pipeline within Sarasota County near State Road 72 immediately east of Cow Pen Slough Canal. The pipeline will then extend generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a delivery location with Sarasota County utilities existing infrastructure. The delivery of potable water through this pipeline needs to offer a high degree of flexibility to enable the delivery of the required supply and facilitate a future extension/expansion of the regional water transmission system to support future regional supply and connectivity goals.

Current Status

Since the August 2, 2023, Board meeting update, Sarasota County Row-of-Way Permit has been approved. Based upon approval of the Sarasota County Row-of-Way Permit, the Design-Builder has mobilized to the site and has begun staging early procurement materials for a portion of the pipeline and isolation valves, and other project materials. Construction of the Phase 3C Pipeline is scheduled to begin after the SWFWMD approval of the Third-Party Review, anticipated in late October. Construction will begin along the project alignment (Segment 2) from the intersection of Bee Ridge Road and Lorraine Road north to Phillippi Creek, approximately 2.2 miles. The Authority has met with the District and their Third-Party Review consultant. Voluntary easement acquisition is on-going, and ten permanent and ten temporary easements have been Board approved to date. The Phase 2 Amendment to the Contract covering final design and construction of the pipeline was approved by the Board on April 5, 2023, and the Amendment was executed on April 19, 2023.

Since the October 4, 2023, Board meeting update, the Southwest Florida Water Management District approved the Third-Party Review of the Phase 3C Pipeline Project 30% Design. Garney

Construction began along the project alignment from the intersection of Bee Ridge Road and Lorraine Road north along Lorraine to Phillippi Creek (Segment 2). The pipeline is being installed in Sarasota County Right-of-Way and required permitting has been obtained. To date Garney has installed approximately 1,600-lf of 42-inch diameter pipe along Lorraine Road. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

Regional Integrated Loop System Phase 3C Project Schedule Overview

The Project will be subdivided into 2 Phases. The schedule includes:

- Phase 1 – Includes - Contract for Progressive Design Build Services - scope and fee to produce a Guaranteed Maximum Price (GMP). Scope includes 60% design, property and permitting. Scope/fee for Phase 1 due September 20, 2022, and approved at the October 5, 2022, Board Meeting.
- Early Procurement Package – Initial order of long lead items by owner direct purchase approved at the December 7, 2022, Board Meeting.
- Phase 2 – Final scope and fee/GMP. Final scope and GMP includes, final design, construction, permitting, property acquisition, testing, and final completion. The Phase 2 GMP was added to the Contract by Addendum and approved by the Board on April 5, 2023.
- Regional Integrated Loop Phase 3C Pipeline Project substantial completion is scheduled for March 1, 2025.

Regional Integrated Loop System Phase 3C Phase 2 Construction Overview

- Garney subdivided Phase 2 Construction of the Project into three Segments, based upon permitting, easements and Southwest Florida Water Management District Third Party Review approval (30% design) to facilitate the Project schedule. Garney plans to begin construction in Segment 2 followed by Segment 1 and Segment 3.
 - Segment 1 (4.1-miles) – terminus of the Phase 3B Pipeline at Clark Road/State Road 72, north along Cow Pen Slough to the intersection of Lorraine Road of Bee Ridge Road.
 - Segment 2 (2.1-miles) – Bee Ridge Road and Lorraine Road intersection to Philippi Creek. (future Lorraine Road expansion)
 - Segment 3 (1-mile) – Philippi Creek north along Cow Pen Slough/future Lorraine Road to Fruitville Road.

Project History Briefing

Project: Regional Integrated Loop System Phase 3C Pipeline Project

Date: December 6, 2023

Prepared by: Ford Ritz, P.E., Project Engineer

The following information summarizes the historical milestones and events of the Regional Integrated Loop System Phase 3C Project.

History of Project Development

Phase 3C Feasibility and Routing Study Solicitation for Qualifications

On June 23, 2020, a request for qualifications for a feasibility and routing study was advertised. Eight firms submitted qualifications on time. On August 11, 2020, three firms were shortlisted, based on Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On September 2, 2020, Wade-Trim, Inc. was selected by the PSEC after presentations and interviews. The PSEC selection was approved by the Board on September 30, 2020 and the professional services contract for Wade-Trim, Inc. on the feasibility and routing study was approved by the Board in December of 2020. The study was completed, and the results accepted by the Board in April 2022. The milestones of this study are detailed in the June 2022 Routine Status Report, Item 6.

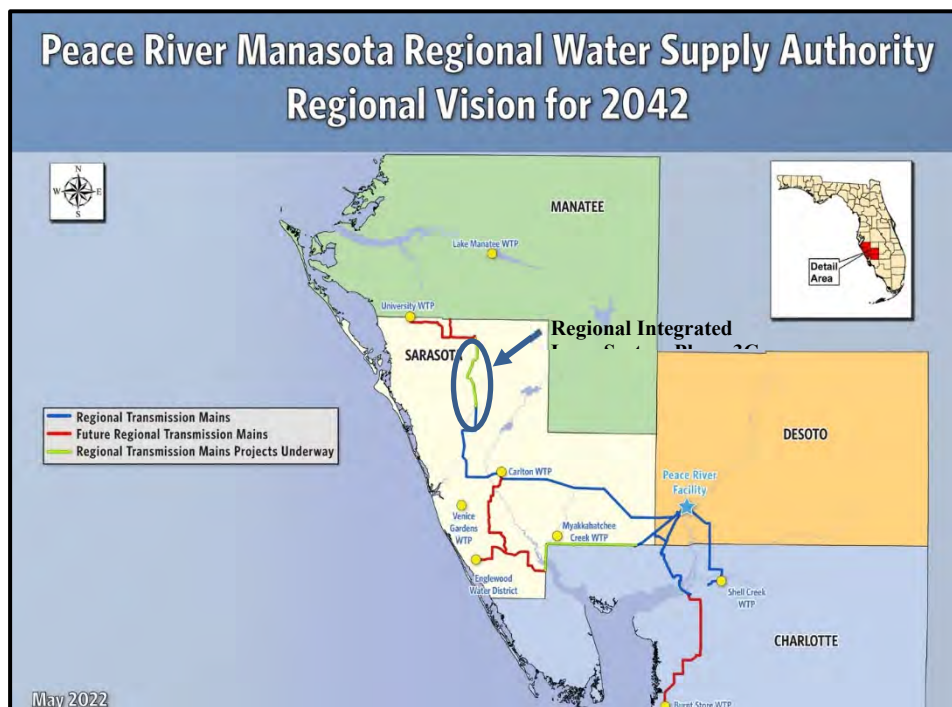
Progressive Design-Build Solicitation for Qualifications

On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation Committee (PSEC) for presentations and interviews. On July 14, 2022, the Garney Companies, Inc., Progressive Design Build Team was selected by the PSEC after presentations and interviews for the Phase 3C project. On August 3rd, 2022 the Board approved the PSEC recommendation of Garney Companies, Inc. Design-Build Team for the Regional Integrated Loop System Phase 3C Pipeline Project.

- August 3, 2022 – The Board Approved the PSEC’s recommendation of Woodruff & Sons Inc., Design-Build Team for delivery of the Regional Integrated Loop System Phase 2B Pipeline. Staff began preparation of the Contract Documents on August 5th, 2022.

Regional Integrated Loop System Phase 3C Pipeline Project
December 6, 2023

- September 2022 – Staff continues to negotiate Contract Documents including the Agreement, General Conditions, Exhibits, and Phase 1 Design Services Fee for the Project. The Regional Integrated Loop System Phase 3C Pipeline Project – Phase 1 Services Contract will be presented to the Board for approval at the October 5, 2022, meeting.
- December 2022 – The Board Approved the Early Procurement Package not-to-exceed \$10M. The Design-Build Team submitted 30% Design to the Authority and SWFWMD. Subsequent coordination meetings were held with the Authority, Sarasota County Utilities, Sarasota County Public Works, City of Sarasota, Florida Power & Light, and private land owners.
- April 2023 – The Board Approved the amendment to the progressive design build contract that takes the project thru final design and construction of the pipeline.
- June 2023 – The Board Approved Phase 3C Regional Interconnect – Second Amendment to Resolution 20022-03 (Necessity to Construct a Transmission Pipeline and Appurtenant Facilities) and approved the purchase of eight permanent and eight temporary easements (Phase 3C Easements Package No. 1).
- August 2023 – The Board Approved the purchase of two permanent and two temporary easements (Phase 3C Easements Package No. 2).
- October 2023 – SWFWMD approved the Third-Party Review for the 30% Phase 3C Pipeline design on October 24, 2023, giving Garney the go ahead to begin installation of pipe. Garney decided to begin construction activities in Segment 2 of the alignment since the alignment is in the Sarasota County Right-of-Way and all necessary permits including the FDEP Environmental Resource Permit have been approved. The Segment 2 alignment is from Bee Ridge Road north along Lorraine Road to Philippi Creek. Garney accepted delivery of materials including 42-inch diameter steel pipe and performed survey, locates of existing utilities, Right-of-Way preparation, and completed stringing the pipe along Lorraine Road. Finalization of permitting and easements for the entire pipeline alignment is ongoing.
- November 2023 – Garney performed dewatering and installed approximately 1,600 linear feet of 42-inch steel pipeline along the east side of Lorraine Road (Segment 2). The jack and bore for casing pipe with carrier pipe to cross under Palmer Road has begun. As of early November, FDEP Environmental Resource Permits have been approved for the entire Project alignment.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 6**

DeSoto Booster Pumping Station Project

Project Status Report

Project: **Desoto Booster Pump Station Modifications**
Formerly Known As – PRMRWSA Project Prairie Pump Station Acquisition and
Modification Project

Date: December 6, 2023

Prepared by: Brian P. Bates, P.E., Project Engineer III

The following information summarizes the project description and current status. (see attached general project area figure).

Project Description

The Project Prairie Pump Station Acquisition and Modification project includes the regional purchase of the Pump Station and Storage Facilities from DeSoto County, and modifications to integrate the facility into the regional transmission system. The Facility is strategically located to support current and future regional water supply operations. The project is co-funded by the SWFWMD and the State of Florida. The estimated project cost including the purchase from Desoto County, Design and Construction of Facility modifications is \$1,275,000. This is a Capital Improvements Project (CIP).

The Facility is located on the corner of U.S.17 and S.W. Enterprise Blvd. in DeSoto County and is adjacent and connected to the regional DeSoto County RTM and the bi-directional Phase 1 Regional Interconnect Pipeline. The Phase 1 provides a plant-to-plant connection between the Peace River Facility, and the Punta Gorda Shell Creek Water Treatment Facility located in Charlotte County.

Current Operations:

- Regional pipelines (DeSoto RTM or Phase 1) fill the 0.5-MG finished water storage tank – water source either the Peace River Facility or the Shell Creek Facility. Under normal operational conditions water is received from Peace River.
- DeSoto County trims chemical disinfection as needed and pumps water from the storage tank north into their distribution pipeline.

Future Operation:

- Increase Facility flexibility to be able to receive water from Peace River, Shell Creek or DeSoto County, trim and repump water, north, south, or east as needed.
- Provide capabilities to bypass the storage tank and repump, or bypass the facility; as determined by, operations and maintenance, or emergency conditions.

- Provide other capabilities per the Project Prairie Facilities Operational Protocol.

Project Scope:

- Modifications to facility piping and yard piping.
- Upgrades to disinfection chemical(s) storage and feed capabilities.
- Upgrades to SCADA interface, including a new radio and antenna.
- Evaluate existing meters and meter assemblies and make necessary modifications.

Current status

The Interlocal Agreement, between the Authority and Desoto County for the Acquisition of the Project Prairie Facilities has been executed and recorded. Additionally:

- Contract for Sale Purchase of the Property has been executed
- Ingress/Egress Easement for the Wastewater Lift Station (for Desoto County) has been executed

The Authority's Engineer-of-Record (Ardurra) was issued the Notice-to-Proceed for Work Order No. 1 - Design, Permitting and Construction Phase Services on March 25, 2022.

The Project Bid Opening was August 17, 2022. Three Contractors submitted bids on a timely basis. The apparent low bidder was TLC Diversified, Inc. (TLC) at a bid price of \$1,1196,000. Ardurra the EOR reviewed the bids forms, checked TLC references and recommends Award of the Construction Contract to TLC.

At the October 5, 2022, Board Meeting – Board approved the TLC Construction Contract. The P.O. for the Work Order, under TLC's Continuing Services Contract was executed on October 12, 2022, and forwarded to TLC. The Notice-to-Proceed will be issued in early January 2023. Substantial Completion is 145 calendar days from the date of Notice-to-Proceed. Final Completion is 175 calendar days from the date of Notice-to-Proceed.

TLC was issued the Notice-to-Proceed on January 5, 2023, and anticipates mobilizing to the site in July 2023.

As of early May 2023, the SWFWMD FDEP grant agreement is still with District Counsel under review before execution. Once executed by the District, the Cooperative Funding Agreement No. 22CF0003733 will be amended to include pass through Grant Provisions (federal funds), revised total cost and task budgets, and a revised agreement expiration date of March 1, 2024.

September 2023, anticipate the amended SWFWMD FDEP grant agreement to be finalized over next several weeks.

Project History Briefing

Project: **Desoto Booster Pump Station Modifications**
Also Known As – PRMRWSA Project Prairie Pump Station Acquisition and
Modification Project

Date: December 6, 2023

Prepared by: Brian P. Bates, P.E., Project Engineer III

The following information summarizes the historical milestones and events of the Project Prairie

- October 1, 2021 – The Interlocal Agreement, Purchase and Sale Agreement, and Operational Protocol for the acquisition of the Facility from DeSoto County was presented to the Board. Proposed funding sources include \$200,000 from the State of Florida, and \$537,500 each from the Authority and SWFWMD. The total project cost is \$1,275,000.
- October 12, 2021 – Authority staff had a meeting to discuss the project and potential modification to the facility. Next steps include an internal meeting with Authority Operations and Maintenance staff, and meeting with DeSoto Operations staff. Upon Board approval of the project, a meeting will be held with the Ardurra (FKA King Engineering). Ardurra designed the Phase 1 Pipeline project which originally included yard piping alternates. The alternates were subsequently removed from the Phase 1 Pipeline final design package due to overall project cost uncertainty. Ardurra (Engineer of Record) is an Authority as needed consultant.
- October 12, 2021 – The FDEP Grant Agreement (LPA0208) for \$200,000 was executed by the State. The Grant Agreement will be included on the December 1, 2021 Board Meeting agenda for Board approval.
- November 23, 2021 – A meeting between Authority staff and DeSoto County staff was held to discuss the upcoming project and operations of the Facility. In accordance with the acquisitional agreements between the Authority and DeSoto County, DeSoto County Utilities will continue to operate the Facility, subsequent to the purchase.
- December 2021 – The Interlocal Agreement between the Authority and DeSoto County for the Acquisition of the Project Prairie Facilities, generally consisting of a 500,000-gallon ground storage tank and associated piping, a 5 MGD booster pump station and chemical feed system, yard piping and emergency generator was Board approved on December 1, 2021, and by the DeSoto County BOCC on December 14, 2021. The Document includes:
 - Interlocal Agreement providing for Authority acquisition of the Facilities for \$748,731.53 – which will be co-funded by SWFWMD and the State of Florida.
 - Contract for the Sales and Purchase of the site property parcel by the Authority for \$36,000 from DeSoto County.

- January 25, 2021 – Closing on the purchase/sale of the property with Desoto County was completed.
- January 28, 2021- Authority held a scoping meeting with Ardurra (Engineer-of-Record) at the Project Prairie Facility, to tour the facility and discuss items to be included in Ardurra’s scope of work for modifications/upgrades to be included in Ardurra’s Work Order for Engineering Services. In general, items discussed included:
 - Underground repumping piping
 - Meter upgrades
 - Radio and antenna for Authority to monitor facility operations
 - SCADA/PLC Systems integration
 - Walmart fire flow pipeline – connect directly to Regional Piping
 - Chemical feed/trim facilities improvements

It is anticipated that Ardurra will submit their draft scope of work in mid-March.

- March 10, 2021- The SWFWMD Q248, Funding Agreement-22CF0003723 for Project Prairie Facilities Acquisition and Modification Project entered into.
- March 25, 2022 – Ardurra was issued the Notice-to-Proceed for Work Order 1., for the DeSoto County Pumping Station Modification Project (DCBPS). W.O.1 lump sum cost is \$85,300.
- April 1, 2022 - PRMRWSA Staff and Ardurra Staff met with DeSoto Counties Utilities at the DCBPS site to discuss day-to-day operations of the Facility. DeSoto County will continue to operate the Facility for the Authority per the Interlocal Agreement.
- April 14, 2022 – The SWFWMD Co-Funding Agreement (Q248) “Task Schedule and Budget Adjustment” was entered into. Construction and Engineering costs were adjusted, and the construction schedule was extended. The total cost for acquisition, design and construction of Facility Improvements did not change.
- May 11, 2022 – A Teams meeting was held with Ardurra and Authority staff to discuss progress on the 60% design. Per discussion, the tank inlet meter will be upgraded, and the pump station discharge meter upgrade will most likely be included as an alternative. Ardurra stated that the technical specifications have been completed.
- May 25, 2022 – Ardurra Instrumentation and Controls (I & C) Engineer met with Authority staff at the DeSoto Booster Pump Station to gather additional information and discuss existing operation. Discussions included how DeSoto County operates the facility currently, the County SCADA system and a potential new location for the radio antenna tower.
- May 27, 2022 – Ardurra and Authority met via teams with the Operations Manager at the Walmart Distribution Center (Stewart Heintz) to discuss the connection and water delivery

for fire flow from the DeSoto Booster Pump Station (DBPS) to the Walmart Distribution Center. Mr. Heintz discuss in general how the Walmart Fire Protection system works, how often they test their fire protection system and the components of the fire protection system. Mr. Heintz stated that Walmart has no issues with the fire flow connection and water delivery service from DBPS. The Authority and Ardurra discussed components of the upcoming project with Mr. Heintz and potential schedule.

- June 5, 2022 – Ardurra submitted 90% Interim Drawings and Div. 13 Instrumentation & Control Specifications, based on feedback from the Authority on the 60% Design Drawings and Specifications.
- June 7, 2022 – A Design review meeting was held at the Peace River Facility. The meeting attended by Ardurra and Authority staff. Design elements, instrumentation and controls/SCADA, Contract documents/bid form, permitting and the project schedule were discussed.
- June 10, 2022 – The Ardurra Interim 90% Design and Div. 13 Instrumentation & Control Specifications were forwarded to the District for review.
- June 17, 2022 – The Authority staff held a conference call with Ardurra Instrumentation and Control staff to discuss, equipment upgrades, and coordination between the existing DeSoto County SCADA system and Authority SCADA system.
- June 27, 2022 – Ardurra submitted 90% Design Contract Documents for the DeSoto County Pump Station Modifications to the Authority for review.
- July 6, 2022 – The Authority forwarded review comments of 90% Design Contract Documents submittal to Ardurra.
- July 13, 2022 – Ardurra submitted the Bidding Documents to the Authority for review. The Documents were forwarded to the SWFWMD.
- July 18, 2022 - The Invitation to Bid was posted on the Authority Webpage by Procurement. Contractors in the Authority’s library of As Needed Construction Contractors: Water Treatment Process & Pipeline Construction, Repair & Replacement were invited to Bid.
- July 18, 2022 – Ardurra applied for the FDEP 62-555.900 Specific Permit to Construct PWS Components.
- August 1, 2022 – The pre-bid conference was held at the PRF followed by a site visit. Attendees include Authority Staff, Ardurra Staff, SWFWMD Staff and Contractors.
- August 5, 2022 – Addendum 1 was posted on the Authority Webpage by Procurement.

- August 17, 2022 – Three Bids were timely submitted. The apparent low bidder was TLC Diversified Inc. at \$1,1196,000. Other Contractor Bids included Garney at \$1,500,000 and Kiewit at \$1,432,000.
- August 30, 2022 – The Notice of Intended Decision (NOID) was posted on the Authority webpage by Procurement.
- September 8, 2022 – FDEP issued the Permit to Construct – Permit No. 78714-028-WC. The permit was forwarded to SWFWMD.
- September 19, 2022 – Ardurra submitted the Engineers Recommendation Letter for Award Approval to TLC Diversified Inc. Back up included bid forms, bid tab and reference conformations.
- October 5, 2022 – The P.O. for the Desoto Booster Pump Station Modifications Project Construction Contract to TLC Diversified was Board Approved. The P.O. is incorporated by reference to the December 1, 2022, Agreement for As Needed Water Treatment and Pipeline Construction, Repair & Replacement services between TLC and the Authority. Funding for the construction includes \$220,484 from SWFWMD and \$975,516 from the Authority system-wide benefit Capital Improvements Project (CIP).
- October 19, 2022 – The executed P.O. for the Work Order under TLC’s Continuing Services Contract was forwarded to TLC and SWFWMD. The Notice-to-Proceed will be issued to TLC in January 2023. Currently TLC is working on materials submittals and federal funding waivers. SWFWMD and FDEP are currently finalizing the agreement for American Rescue Plan Act federal funds being funneled to SWFWMD via FDEP.
- November 10, 2022 – The Authority sent a request to SWFWMD to extend the co-funding agreement expiration date for the following reasons:
 - impacts of hurricane Ian - TLC ongoing projects
 - hurricane impacts at the Peace River Facility
 - finalization of the agreement between FDEP and SWFWMD for federal funding

In discussions, all parties Authority, SWFWMD, Ardurra and TLC agreed to a delay of the Notice-to-Proceed until early January 2023.

- January 5, 2023 – The preconstruction meeting was held and attended by TLC, Ardurra, Authority, SWFWMD and DeSoto County, staff. TLC has been providing shop drawing submittals for the project. To date, TLC has sent 23 submittals to Ardurra for review. The Notice to Proceed was issued to TLC on January 5, 2023, the District was copied. TLC anticipates mobilizing to the DeSoto Booster Pump Station project site in July pending material availability (as soon as they have materials to begin Work). Per discussion SWFWMD is going to Amend the CFA (co-funding) Agreement No. 22CF0003733 to

include the full amount of the bid price and extend the co-funding expiration date to March 1, 2024, to address potential supply chain issues.

- January 12, 2023 – The Grant Agreement (federal funds) between the FDEP and SWFWMD, is currently with the District General Counsel for review and approval. Once approved and subsequently signed by the District Executive it will go to the District Board, for execution. The CFA amendment will follow and include pass through grant provisions, revised total cost and task budgets, and a revised agreement expiration of March 1, 2024.
- February 15, 2023 – Ardurra (EOR) conducted a soil boring at the project radio tower antenna location to confirm foundation design. The report was submitted to Authority for review and forwarded to the Contractor on February 28, 2023.
- February 21, 2023 – A meeting was held on site with Authority, TLC and Desoto County Utilities staff. The purpose of the meeting was to review existing Desoto County SCADA/I&C configurations with the TLC I&C subcontractor and review existing facilities and project design upgrades with TLC.
- April 18, 2023 – A meeting was held on site with TLC, Authority, Ardurra (EOR) and DeSoto County Utilities staff. The purpose of the meeting was to discuss operations of the DBPS by DeSoto County Utilities, to assist TLC with development of their Construction Sequencing Plan. TLC submitted their Construction Sequencing Plan on April 26th and it is currently under review by Ardurra (EOR) and the Authority. TLC is scheduled to begin construction in July 2023.
- May 9, 2023 - TLC has submitted 28 shop drawings to Ardurra for review to date. TLC anticipates mobilization for construction in July 2023.
- August 2023 Contractor flagged existing on-site pipework & began delivering pipe and equipment to the project. Hurricane Idalia interrupted progress. Anticipate TLC to continue on-site activities by the end of September.
- September 13, 2023, received updated schedule from TLC which shows Final Completion of project to be February 12, 2024.
- September 18, 2023, assembly, and installation of 24” ductile iron pipe has begun.
- October 9, 2023, on-site coordination meeting held with Ardurra, Authority, Walmart & DeSoto County staff discussing tie-in protocols. Project sign installed.
- October 11, 2023, McKim & Creed worked on existing PLC in preparation of installing new Radio Telemetry Unit and inadvertently cut one neutral circuit & installed another line in wrong location that took out the automatic tank fill valve. Authority Staff & McKim & Creed solved the problem the next day.
- October 16, 2023, 24” ductile iron pipe assembly complete and pressure tested.
- October 24, 2023, bacteriological samples passed, awaiting FDEP clearance.

- October 31st – November 14th, the City of Arcadia is performing a disinfection “free burn.” Tie-in of 24” DIP will occur after free burn has been completed.
- Line-stop & tie-in of 24” DIP scheduled for November 16th.
- November 16th - Could not complete 24” tie-in as existing valves would not close to isolate tie-in location. Evaluating other options.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 7**

**Brackish Groundwater Reverse Osmosis Project
at the Peace River Facility**

Project Status Report

Project: **Brackish Groundwater Reverse Osmosis Project at Peace River Facility**

Date: December 6, 2023

Prepared by: James P. Guida, P.G., Director of Water Resources and Planning

Project Description

The Authority's Water Use Permit (WUP) for the Peace River Facility (PRF) was modified in October 2022 to authorize withdrawal of up to 9 MGD of brackish groundwater from wells on the RV Griffin Reserve, which would yield an estimated 5 MGD average annual day of finished water for allocation to Customers.

On February 10, 2023, the Authority requested proposals from firms for the purpose of providing professional design, engineering, inspection and geological services for feasibility, siting, capacity, design, permitting and construction management for the 'Peace River Brackish Groundwater Facility Project' (Project). At the April 5, 2023, meeting the Board approved the selection of Carollo Engineers to conduct the preliminary design and testing for the Brackish Groundwater Project (Project) at the PRF. On July 7, 2023, the Board approved the Professional Services Contract, Scope, and Fee for Work Order No. 1 for the Project. Negotiated costs for Work Order No. 1 are not to exceed \$5,488,750, which includes a \$500,000 Owners Allowance for out-of-scope work if authorized by the Executive Director. The Project is intended to inform the Authority in the selection of its next water supply development project.

This work is included in the CIP portions of the Authority's Amended FY 2023 and Tentative FY 2024 Budgets. Funds are proposed to come initially from the \$100M line of Credit with PNC Bank. Staff recommends these costs be included in any permanent financing that is obtained for the next regional water supply project.

Current Status

Work Order No. 1 (Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project) with Carollo Engineering, was issued on June 8, 2023, and includes well construction, aquifer and groundwater quality testing, and preliminary design of: 1) raw water mains and well sites; 2) injection well(s); and 3) brackish groundwater treatment facilities. The Project also includes permitting services, development of a 30% Design Package, and an engineer's opinion of probable cost. Preliminary Design and Testing for the Brackish Groundwater Project is scheduled for completion in March 2024. The Project is currently on schedule and on budget.

Project History Briefing

Project: Brackish Groundwater Reverse Osmosis Project at Peace River Facility

Date: December 6, 2023

Prepared by: James P. Guida, P.G., Director of Water Resources and Planning

The following information summarizes the historical milestones and key events to date for Work Order No. 1 - Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project.

June 2023 Board approved Work Order No. 1 for the Preliminary Design and Testing for Peace River Brackish Groundwater Supply Project on June 7, 2023. A Pre-Construction Meeting with Project hydrogeologists, engineers and the well drilling contractor was conducted on June 22, 2023, to facilitate Well construction permitting, mobilization of drilling equipment, and initiation of well construction to allow for brackish groundwater testing as soon as possible. A Project Kick-off Meeting was held with the Carollo Team on June 26, 2023. A Brackish Groundwater Drilling and Testing Program authorization request was submitted to the SWFWMD on June 28, 2023, and was approved by the SWFWMD on June 29, 2023.

July 2023 The well drilling and testing program got underway in early July. The Surficial Aquifer System (SAS) test well (BW-SAS-1) was constructed on July 6, 2023. The 4-inch well was completed to a total depth of 40 ft below land surface (bls) with a screened interval of 20 to 40 ft bls. Construction of the Lower Arcadia Aquifer (LAA) 16-inch test well (BW-LAA-1) commenced on July 18, 2023.

August 2023 BW-LAA-1 was completed with casing and total depths of 240 ft bls and 350 ft bls, respectively, on August 18, 2023. Preliminary step-drawdown testing was conducted on the well and indicated the well can produce approximately 570 gpm (about 861,000 gpd).

Drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) commenced on August 25, 2023. Surface casing installation was completed on August 29, 2023, to a depth of 55 ft bls. Pilot-hole drilling of well continues.

The original configuration of the wellfield was updated to allow for increased production capacity, enhanced sustainability, and to allow for greater flexibility in well construction characteristics. A total of 15 Upper Floridan Aquifer (UFA) production wells are now proposed to serve as the

raw water sources for the brackish groundwater Reverse Osmosis (RO) water treatment facility.

September 2023

An Application for modification of the Authority's Water Use Permit (WUP) was submitted on September 1, 2023, and was deemed complete on September 15, 2023. A step-drawdown test was completed on September 12, 2023, and achieved a flow rate of 570 gallons per minute (gpm). Pilot-hole drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) continues with the pilot-hole depth currently at 600 feet bls. As of the end of September, the drilling and testing program is about 10 days ahead of schedule.

October 2023

Authority and SWFWMD staff coordinated regarding the draft permit during October and the permit was scheduled for SWFWMD Governing Board consideration at their November 14, 2023, meeting. As of 10/31/23, the total and cased depths of the Lower Arcadia Aquifer (LAA) test production well (BW-LAA-1) were 240 feet and 350 feet bls, respectively. A Step-Drawdown test was completed on September 12, 2023, and achieved a flow rate of 570 gallons per minute (gpm). Pilot-hole drilling of the Upper Floridan Aquifer (UFA) test production well (BW-UFA-1) continues with the pilot-hole depth currently at 600 feet bls. The Suwannee Limestone was identified at a depth of 562 feet bls. The well contractor is in the process of reaming the 30-inch hole to place 590 feet of 20-inch casing. The drilling and testing program is about 2 weeks behind schedule and a larger drilling rig has been mobilized to the site to accelerate the reaming process.

Routing alternatives for the raw water transmission main (RWTM) were discussed and the preferred route was recommended and selected. Conceptual design of the RWTM, raw water wells, and various components of the RO brackish groundwater treatment facility continued. Finished water blending alternatives were discussed and the preferred siting was recommended and selected. Siting alternatives for the deep injection wells were discussed and the preferred siting was recommended and selected.

November 2023

The requested modification of the Authority's Water Use Permit (WUP) was authorized by the SWFWMD Governing Board on November 14, 2023. The modified permit authorizes Annual Average and Peak Month withdrawals of 11.2 MGD (increase of 2.2 MGD) and 15 MGD (increase of 6.0 MGD), respectively.

The Suwannee Limestone was identified at a depth of 562 feet bls. The well contractor is currently in the process of reaming the 30-inch hole to place 590 feet of 20-inch intermediate casing. Reaming of the hole to set the 20-inch casing continues and is expected to be completed by December 1, pilot-hole drilling into the Suwannee will continue once the intermediate casing

has been installed. As of November 16, 2023, the drilling program is nearly 4-weeks behind schedule due to drilling rig equipment failures. The Consultant and Well Contractor (Applied) are in the process of identifying means to make-up for lost time and to ensure that collection of the information most important to engineering design of the RO treatment system and production wells continues to move forward in a manner that will allow for achievement of 30% design prior to April 2024.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
December 6, 2023***

**ROUTINE STATUS REPORTS
ITEM 8**

Peace River Basin Report



MEMORANDUM

TO: Board Members and Mike Coates
FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter
RE: Peace River Basin Report
DATE: November 15, 2023

Mosaic Fertilizer, LLC—Ona Mine

In October 2023, Mosaic Fertilizer, LLC (“Mosaic”) submitted an application to the Florida Department of Environmental Protection (“DEP”) for an environmental resource permit (“ERP”) modification (MMR_0169281-018) for its 2023 Ona Infills and Reclamation Redesign Project (“Project”) for its Ona Mine (a phosphate mine). The application requests to modify the ERP to do the following: increase the mine boundary/ERP permit and Project Area by a net 130.9 acres (adding a total of 178.3 acres and removing 47.4 acres); reclassify an additional 2.8 acres within the Ona Mine boundary and corresponding ERP area from “undisturbed” to “disturbed” (as the area has now become accessible); expand the surface water management (perimeter ditch and berm) system to encompass the expanded mine boundary/project area; authorize impacts to 5.02 acres of wetlands and 5.22 acres of other surface waters within the 2023 Ona Infills (which is a component of the Project), for which only 8.23 require mitigation; re-establish drainage patterns through mine reclamation; avoid 120.2 acres within the Hardee County Ona Rural Center setback area and place



100.5 acres of this avoided area under a conservation easement; approve a mitigation plan for the 2023 Ona Infills component of the Project to offset the functional loss attributable to the additional impacts documented above; and revise the approved mitigation plan for the Ona Mine to reflect the mine-wide revision of the reclamation plan submitted in the corresponding Conceptual Reclamation Plan (no new wetland or surface water impacts will occur outside of the 2023 Ona Infills Parcels).

The application states that mining of the 2023 Ona Infills will require less than one year to complete, and that the proposed activities to be conducted on the 2023 Ona Infills are identical to those currently authorized on the Ona Mine (by ERP MMR_0169281), and consist of site preparation, mining, sand and overburden backfill, and reclamation. The 2023 Ona Infills will be integrated into the existing Ona Mine's stormwater management system, including treatment and discharge pursuant to the industrial wastewater ("IW") permits issued by DEP, and the existing Ona Mine water recirculation system is already authorized by valid IW permits (Wingate IW Permit No. FL0032522 and Four Corners IW Permit No. FL0036412).

On October 24, 2023, Mosaic provided DEP an extension of the review period for the application through December 4, 2023.

Ona Mine is drained by several tributaries that flow from north to south through the site: Brushy Creek, Horse Creek, West Fork of Horse Creek, Hickory Creek, Oak Creek, Troublesome Creek and the Myakka River, many of which are tributaries to the Peace River. A portion of the Ona mine area also includes Horse Creek, a tributary to the Peace River.



Mosaic Fertilizer, LLC- South Fort Meade Mine Eastern Extension

In August 2022, Mosaic submitted an application to DEP for an ERP (No. 0398010-002/003) for its South Fort Meade Eastern Extension (the “SFM-EE”) Mine. On August 17, 2023, DEP issued its notice of intent to approve the ERP (No. 0398010-002/003), and on September 19, 2023, DEP issued the final ERP to Mosaic. The project is to conduct phosphate mining activities on approximately 4,315.1 acres of uplands, wetlands, and other surface waters within a 4,404.3-acre project area and to reclaim approximately 1,082.9 acres of wetlands and other surface waters, 3,232.2 acres of uplands, and 20,161 linear feet of streams following the completion of mining activities. The project boundary consists of the mine boundary (3,169.8 acres), an access/utility corridor (989.0 acres), a dragline walkpath (202.3 acres), and the construction of three borrow pits (43.2 acres).

SFM-EE is located east of Mosaic’s South Fort Meade Mine-Hardee County and South Fort Meade Mine-Eastern Reserves (“SFM-ER”). The project includes the mining of phosphate ore within the SFM-EE Mine boundary to extend operation of the South Fort Meade Mine beneficiation plant, as well as construct necessary infrastructure. More specifically, the proposed access/utility corridor is 8.0-miles long, extending from the existing South Fort Meade Mine boundary to the proposed SFM-EE Mine boundary, and the proposed dragline walk path corridor extending from the SFM-ER Mine boundary to the access/utility corridor is 4.2-miles long.

The SFM-EE project will impact 627.0 acres of wetlands and other surface waters. Mosaic’s application includes permittee-responsible off-site mitigation plans to fully offset impacts of the proposed disturbance within the SFM-EE project area. The proposed mitigation is located in the



same drainage basin as the proposed impacts—the Peace River Basin. The existing South Fort Meade Mine water management system will be extended to service the SFM-EE property. Mosaic will construct a berm around the perimeter of all active mining areas to sever the mining operations from waters of the state. Process water from the mine will be released to waters of the state only through outfalls permitted by DEP under its IW Facilities Programs and Rules (i.e. the National Pollution Discharge Elimination System (“NPDES”) program), following treatment. A controlled outfall to surface waters will be installed as authorized by IW Permit No. FL0037958. The application identifies two potential outfall locations, and explains that one of these two locations will be selected following completion of an ongoing water quality based effluent limitations study (discussed on the following page) if approved by the DEP in the IW permit. In the application, Mosaic also stated that it continues to evaluate future additions to the SFM-EE Mine boundary as well as lands that adjoin existing mine boundaries. If properties are acquired that will be mined, separate applications will be filed in the future.

Additionally, on August 17, 2023, DEP issued its approval of Mosaic’s September 26, 2022 application seeking approval of a conceptual reclamation plan for its SFM-EE Mine in Hardee County, Florida. On August 31, 2023, Mosaic submitted the final designs for nine temporary crossings within the SFM-EE access/utility corridor over the streams and major wetlands to DEP for its review and approval. The submittal explained that construction of the nine temporary crossings is scheduled to begin upon issuance of the ERP and state 404 permits and DEP’s approval of the final designs.



On October 18, 2023, Mosaic submitted to DEP a revised Plan of Study for the SFM-EE, which explains that the permit may be modified in the future to add a new surface discharge outfall on SFM-EE land (the proposed outfall would be in addition to existing outfalls D-001, D-002, D-004, and authorized outfall D-003 at the SFM mine). The stated purpose for adding the outfall is to discharge excess stormwater contained by the perimeter ditch and berm systems that will encompass active mining and reclamation areas within SFM-EE. The Plan of Study states that three potential outfall locations are being considered and evaluated: the first location would discharge directly into the Old Town Creek tributary to Charlie Creek; the second potential location would discharge into an un-named tributary and then flow into Charlie Creek; and the third potential location would discharge into an agricultural canal that flows into the Bee Branch tributary to Charlie Creek. The Plan of Study states that Mosaic will select its preferred location at the conclusion of the work described in the Plan of Study and base its selection on the outcome of the study as well as consideration of the final mine area boundary, the mineable area, the mining sequence and schedule, the water management plans, and the reclamation plan design and schedule.

All of the SFM-EE Mine drains west and southwest into Charlie Creek (Charlie Creek flows south until it connects into the Peace River), and the project area is wholly located in the Peace River watershed.

Mosaic Fertilizer, LLC- South Fort Meade Mine Phosphate Management Facility Permit

On November 17, 2022, Mosaic submitted an application for a permit modification (No. FL0037958-024) to its existing phosphate management facility permit for its South Fort Meade (“SFM”) Mine. On August 17, 2023, DEP gave notice of its preparation of the permit modification



(No. FL0037958-024) (with the draft permit modification attached). This modification adds additional acreage into the SFM Mine boundary. The project includes the mining of phosphate ore within the SFM-EE Mine boundary to extend operation of the SFM Mine beneficiation plant. Additionally, the project includes the construction of necessary infrastructure such as a utility corridor and a dragline walk path to relocate draglines from the existing SFM-ER to the SFM-EE mine boundary. The SFM-EE Project Area totals approximately 3,170 acres and includes approximately 2,203 acres to be mined. With the addition of the mining and project area for SFM-EE, the total acreage of the SFM Mine will increase to approximately 36,309 acres. Construction of the SFM-EE access/utility corridor is set to begin in 2023 and mining to begin in 2025. The permit modification explains that: proposed mining is not expected to cause any changes or issues for the existing SFM Mine outfalls; there are no proposed changes in processing nor increase production rates; no new clay settling areas or outfalls are requested as a result of this permit modification; mining and reclamation in the additional areas will not be materially different from before; and discharge water at the permitted outfalls will remain in compliance with existing permit limitations.

Additionally, on May 26, 2023, Mosaic submitted another permit modification request for the construction of a Clay Settling Area (“CSA”) designated as SFM-11 at its SFM Mine (No. FL0037958-026). On June 23, 2023, DEP issued a request for additional information (“RAI”), which Mosaic responded to on July 21, 2023. On October 5, 2023, DEP gave notice of its intent to issue permit revision No. FL0037958-026, and such notice was published in a newspaper on October 12, 2023. The notice states that the permit revision is not expected to change the production



requirements, the water quality and quantity of effluent for the existing 3 NPDES outfalls at the South Fort Meade Mine or the groundwater quality at the facility.

Finally, on May 31, 2023, DEP received another minor permit modification request (No. FL0037958-027) from Mosaic to allow the temporary and limited transfer of wastewater from Lake Branch Dairy (NPDES Permit No. FLA183075) into the mine boundary for the Mosaic SFM Mine. The proposed transfer of this wastewater will discharge in the north-eastern section of CSA SFM-9. On July 28, 2023, Mosaic submitted its response to DEP's June 29, 2023 RAI requesting additional information regarding: the dairy waste slurry transfer rates; what will happen to the pipeline upon completion of the slurry transfer; locations for additional monitoring and associated monitoring parameters; if applicable, what operational procedures Mosaic will implement to ensure that during the transfer the facility will only discharge to Outfall D-002 and not to Outfall D-001; the methods of waste solids transfer; volume of dairy waste stream to be transferred; if any background monitoring for fecal coliform or e-coli bacteria is in progress; the waste pipeline corridor work; and e-coli values for each of the waste storage ponds. As of the date of this report, there has been no further action on this minor permit modification request (No. FL0037958-027).

The SFM Mine is located at 5880 Manley Road, Fort Meade, Florida in Polk and Hardee Counties, within the Peace River watershed.

Mosaic Fertilizer, LLC- Green Bay Facility

On May 5, 2021, DEP issued a final permit to Mosaic in response to its application (NPDES FL0000752-020-IW1S/RA) to DEP for a major modification of the wastewater discharge permit for its Green Bay Facility (the "2021 Permit"). The Green Bay Facility permanently discontinued all



manufacturing activities and was idled in 2006, with plant closure initiated in 2012. The 2021 Permit authorized reactivation of the then inactive lined Green Bay Lined North Gypsum Stack (“Lined North Gypstack”) to re-initiate or resume its use to accommodate ongoing phosphate manufacturing. The 2021 Permit for resuming operation of the Lined North Gypstack was limited to the dimensions that were previously permitted for construction by DEP (under PA File No. FL0000752-003-IW1N/RA) and included modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility.

On August 25, 2022, DEP received an application from Mosaic to modify its NPDES Permit No. FL0000752 for its Green Bay Facility (PA File No. FL0000752-023-IW1N/RO) to include: a modification to the North Stack’s west ditch to improve runoff and seepage water conveyance into the regional holding pond; enhancement to the 30-acre South surge pond (“SSP”); and improvements to the foundation drainage within the closed cooling pond area. The application explains that this minor modification will provide enhanced and continued operation of the gypsum stack system and the construction work is not expected to cause any substantial change in phosphate processing. On September 23, 2022, DEP issued a RAI, which Mosaic responded to on October 10, 2022. On February 10, 2023, DEP issued notice of its preparation of the requested permit modification (FL0000752-023-IW1N/RO).

On January 9, 2023, Mosaic submitted another application for modification of its NPDES Permit No. FL0000752. This permit modification application is for the Green Bay Facility Phase II gypsum stack extension (“GB Phase II”) (PA File No. FL0000752-024-IW1S/RA). The application explains that the GB Phase II extension will consist of an approximately 300-acre lined addition to



the existing Phase I North Gypsum Stack. On February 20, 2023, DEP issued a RAI and Mosaic responded to the RAI on March 22, 2023. DEP deemed the application complete on April 28, 2023 and estimated that a draft permit would be ready on or around May 23, 2023 and a notice of intent (to issue or deny the permit) would be issued on or around July 5, 2023. On May 4, 2023, notice of the application (PA File No. FL0000752-024-IW1S/RA) was published in a newspaper of general circulation in Polk County.

No draft permit or notice of intent has been added to the DEP online permit file for the Green Bay Facility as of the date of this report. Additionally, Mosaic notified DEP that on November 6, 2023, Mosaic observed a liner tear at the Green Bay Facility's regional holding pond that constitutes a critical condition, and explained that all observed liner damage is above the water level. Mosaic also stated that it responded in a prompt manner, there was no immediate risk to the environment, the tear will be repaired, and Mosaic will provide confirmation once those efforts are complete.

The Green Bay Facility is located in Bartow, Polk County, just outside of, but near the boundary of, the Peace River watershed, and the Bartow Facility is located in Bartow, Polk County at the boundary line of the Peace River watershed. The receiving waters for some of the Bartow Facility project's outfalls are located within the Peace River watershed. The topography within the GB Phase II areas to the east gently slope to elevations around 140 feet (NGVD) governed by the Sweetwater Branch and Six Mile Creek flowing easterly to the Peace River.

Mosaic Fertilizer, LLC- South Pierce Complex

On August 14, 2018, DEP gave notice of issuance of a NPDES permit renewal (FL0000370) to Mosaic for its existing South Pierce facility, which was undergoing closure at the time. The permit



renewal allowed continuation of closure activities at the facility and the discharge of treated process cooling pond water, excess fresh cooling pond water, and excess stormwater via Outfall D-001 into Hookers Prairie and then to the South Prong of the Alafia River. Operations at the facility include the production of sulfuric acid and co-generation of electricity, and support operations include sulfur storage and lime treatment for process wastewater operations.

On February 14, 2023, Mosaic submitted an application to DEP for renewal of its permit (FL0000370). In addition to renewing its permit, the application also requests the following changes to the permit: removal of any permit language relating to closure of the phosphogypsum stack as closure was completed in December of 2021 and approved by DEP in 2022; a minor change to the monthly discharge monitoring report; and some changes to the groundwater monitoring program. The renewal application package includes facility maps, narrative descriptions of current monitoring requirements, discussion of the five-year history of all permit-required monitoring, and sampling results and data.

On March 16, 2023, DEP issued a RAI to Mosaic requesting additional information on the following: the stormwater outfalls; the water balance diagram; the groundwater monitoring plan; project operations contributing to flow; and outfall and flume coordinates. The RAI stated that during DEP's reconnaissance inspection on March 3, 2023, a suspected liner tear was observed in an area of the closed stack, and requested that Mosaic provide a report/update on the condition and the expected timeline for completion of repairs. Finally, the RAI explained that the previous permit contained schedule items in a permit condition for a biological evaluation, which has been submitted but not approved. Since a plan has not been approved and is still under review, the RAI



states that a site visit and meeting will need to be conducted. As of the date of this report, no RAI response (or any other document) has been added to the DEP online database for this permit renewal application.

The facility is located at 7450 County Road 630, North of Cr 630, East of SR 37, in Polk County, and is on or near the border of the Peace River Watershed.

Mosaic Fertilizer, LLC- New Wales Facility

On January 31, 2023, Mosaic submitted an application to DEP to renew its NPDES permit (FL0036421-023) for its New Wales Facility. The application also requests a revision of the permit for authorization to construct the Phase IV Gypsum Stack Extension in accordance with the Phosphogypsum Stack System Construction/Operation Permit Application submitted concurrent with this renewal application. The Phase III Gypsum Stack Extension was authorized as part of the revised permit issued on October 15, 2021 as FL0036421-022 for construction of the Phase III Gypsum Stack Extension in conjunction with the 3-tiered Subsurface Activity Early Detection System (“SAEDS”). The Phase IV Extension will incorporate the same 3-tiered SAEDS as installed in the Phase III Extension. The proposed Phase IV Gypsum Stack Extension has a total area of 320 acres and abuts the south side of the Phase III portion of the South Gypsum Stack. The Phase IV Extension is comprised of: (i) a lined area of 226 acres for gypsum stacking; (ii) 23 acres of perimeter earthen containment dikes and toe roads; (iii) 45 acres of below-grade stormwater drainage ditches and access roads around the exterior perimeter of the ditch; and (iv) 26 acres of at-grade stormwater drainage ditches to route runoff from the west side of the Phase IV Extension. Of the total area of 320 acres, 35 acres are coincident with the existing Phase III portion of the South Gypsum Stack,



resulting in a net change in area of 285 acres from the Phase IV Extension. The application states that a geophysical investigation of the Phase IV Extension identified several locations requiring further exploration with test borings and piezometer installations. This further exploration activity is underway, and a supplement to the Phase IV Gypsum Stack Extension Construction/Operation Permit Application is scheduled for submittal to DEP in July 2023.

The application also requests a change to the Outfall D-006 wastewater system to relocate an existing 4,100-foot-long reach of the Area A-11 to Area K-4 drainage ditch to accommodate construction of the proposed Phase IV Gypsum Stack Extension. The only change requested to the groundwater monitoring requirements is to revise the inventory of monitoring wells in a permit condition, in accordance with the Construction/Operation Permit Application for the Phase IV Gypsum Stack Extension.

On March 2, 2023, DEP issued a RAI, and Mosaic's April 7, 2023 RAI response stated that Mosaic has elected to withdraw the request to revise the existing permit to include authorization to construct the Phase IV Gypsum Stack Extension. On May 3, 2023, DEP deemed the application complete and estimated that a draft permit would be ready on or around June 9, 2023 and a notice of intent (to issue or deny the permit) would be issued on or around August 7, 2023. As of the date of this report, there was no notice of intent yet available on DEP's online database for this permit application.

The New Wales Facility manufactures solid ammoniated phosphate fertilizers and animal feed ingredients and is located on County Road 640 West, southwest of Mulberry, Florida near the Hillsborough County line. The Facility, through the Phase III Gypsum Stack extension, encompasses



2,260 acres, and will increase to 2,545 acres with the proposed Phase IV Extension. The facility has one outfall, designated D-006, located approximately 3 miles southeast of the facility boundary on the South Prong Alafia River.

Spanish Trails Farming & Land, LLC— Chastain Borrow Pit Excavation

On December 14, 2022, Spanish Trails Farming & Land LLC submitted an ERP application (File No. MMR_430512) to DEP for a new mining operation in DeSoto County. On February 9, 2023, DEP issued a RAI, which the applicant responded to on April 18, 2023. On May 22, 2023, DEP issued another RAI, which the applicant responded to on June 8, 2023. On August 15, 2023, DEP gave notice of its intent to issue the ERP, and published the notice of intent in a newspaper on September 20, 2023. On October 23, 2023, DEP issued the ERP.

The project consists of an approximately 202.41-acre new sand mine in DeSoto County on a 548.72-acre property. The total acreage of mining extraction and disturbed lands being proposed totals 78.69 acres. The project includes two phases of excavation and the construction of a hydraulic barrier ditches (“HBD”) system. The fill materials consist of predominantly sand, shell and limestone and is proposed to be excavated to a total depth of up to 30 feet below existing grade in Phase 1, and 25 feet below existing grade in Phase 2. The system will discharge to an unnamed swale on the property.

The project is located on State Road 31 near the intersection of Notts Dairy Farm in DeSoto County, Florida, and is within the watershed of the Peace River Basin.

Alico, Inc.—Orange Co Excavation ERP



On or around June of 2023, Alico, Inc. submitted an ERP application to DEP for its 79.82-acre Orange Co Excavation project. The application explains that the excavation project will be done in two phases and entails extracting sand and shell to be used on future development projects for public and private development. The application states that the site will produce no offsite discharge other than the moisture in the soil leaving the site from excavation. The estimated life of the mine, including reclamation, will be ten years from the start date (which will be upon issuance of the ERP from DEP and the excavation permit from Charlotte County).

On November 2, 2023, Alico, Inc. submitted its response to a May 22, 2023 RAI from DEP, which clarifies that this site is an active mine (pursuant to the SWFWMD permit referenced below), and the RAI itself notes that there are no wetland or other surface waters impacts. On November 6, 2023, notice of the application was published in a newspaper.

The subject property is currently an active excavation site under SWFWMD ERP No. 33845 (the application documents explain that before the existing mining operation started on this property in 2013, it was vacant pastureland). This project is located in Punta Gorda in Charlotte County and is within the Peace River Basin, in the Shell Creek portion of the Lower Peace River.

Harborview Properties Neal Road LLC—Harborview Excavation

In or around June of 2023, Harborview Properties Neal Road LLC (the “Applicant”) submitted an ERP application to DEP for its proposed Harborview Excavation project. The Harborview Excavation project consists of a project/permit area of 478.32 acres. The project will entail extracting sand and shell, in four phases, to be used on future development projects for public and private development, and the estimated life of the mine, including reclamation, will be ten years.



On October 31, 2023, the Applicant submitted its response to a May 22, 2023 RAI from DEP, which includes a Revised Technical Memorandum on the analysis of potential impacts to environmental features due to the dewatering of the surficial aquifer system for the sand and shell excavation.

The Harborview Excavation project is located southwest of the intersection of Neal Rd and Graham Rd in Charlotte County, within the Peace River Basin, specifically in the lower Peace River area.

Chapman Family Partnership LLLP—Chapman Irrigation Reservoir Mine

On September 19, 2023, Chapman submitted its response to a September 6, 2023 RAI from DEP regarding its ERP application for its proposed Chapman Irrigation Reservoir Mine (File No. MMR_433438-00). The proposed excavation involves extracting fill dirt and shell material to be hauled offsite to supply contractors, with the proposed project area being 35.6 acres with a 20-acre excavation area. The maximum estimated life of the mine, including reclamation, is five years from the date of issuance of all required permits. The application documents state that there will be no offsite discharge.

The project is located half a mile north of the intersection of the southern boundary of DeSoto County and State Road 31, and within the Peace River Basin.

Charlotte Harbor Water Association—Water Use Permit

On October 31, 2023, the Southwest Florida Water Management District (“SWFWMD”) received a water use permit (“WUP”) modification application (no. 1512.016) from Charlotte Harbor Water Association. The modification requests to add three raw water supply production



wells to meet the required wellfield production and rotational capacity, and to increase the annual average quantity from 0.91 mgd to 1.8 mgd and the peak month quantity from 1.028 mgd to 2.0 mgd. The WUP modification explains that the change in quantities is required in order to meet the upgraded plant capacity. On November 8, 2023, SWFWMD issued a RAI requesting additional information regarding the proposed demand, population projections, and per capita rates, among other things.

The permit is for public supply uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

Manatee County BOCC—Water Use Permit

On February 21, 2023, Manatee County BOCC submitted a WUP modification application (no. 13343.005) for the implementation of Groundwater Replacement Credits at East County Field (“ECWF”) and Buffalo Creek Well Field (“BCWF”). The application included an Impact Analysis Report prepared to support the requested implementation of Groundwater Replacement Credits (“GWRC”). It explains that the SWFWMD rules require that if a WUP is requesting new groundwater withdrawals that causes impact in the Upper Floridan aquifer (“UFA”) within the Most Impacted Area (“MIA”), it must utilize a Net Benefit strategy. Both well fields, ECWF and BCWF, will utilize the Mitigation Plus Recovery Net Benefit strategy, which requires that new drawdown in the UFA within the MIA boundary be offset plus an additional 10% of the drawdown impact provided as recovery in the MIA by use of a mitigation method. The application states that both well fields will utilize recharge of the UFA via GWRC and quantity retirement as mitigation. The GWRC and quantity retirement are earned by Manatee County supplying reclaim water to WUPs to offset groundwater



withdrawals that cause impact in the UFA within the MIA. Both well field sites are under the management of the Manatee County Utilities.

The Manatee County permit is a consolidated WUP including all their groundwater and surface water sources. The current total annual average quantity and peak month quantity for the entire permit is 54.836 mgd and 70.734 MGD. The current permitted quantity allotted to the ECWF is 15.986 mgd with 3.1 mgd of groundwater flexibility available, bringing the total allotted quantity to 19.086 mgd. The current permitted quantity allotted to BCWF is 3.95 mgd. The flexibility quantity associated with ECWF and the total allotted quantity at BCWF are available due to the net benefit provided by previously calculated GWRC and retirement quantities. A previous GWRC quantity of 2,345,600 gallons per day (“gpd”), calculated in 2016, and a new GWRC quantity of 1,205,265 gpd, calculated in 2022, were used to calculate the new flex quantity associated with the ECWF. A GWRC quantity of 4,976,083 gpd and retirement quantity of 380,500 gpd was used to calculate the new total annual average quantity associated with the BCWF. The report states that the flex quantity at the ECWF and total quantity at the BCWF is feasible due to recharge of the UFA within the MIA from GWRC and retirement quantities.

On March 15, 2023, SWFWMD issued a RAI requesting that Manatee County: reevaluate and recalculate the GWRC associated with the permit; reevaluate all associated WUPs to confirm that the total referenced GWRC are correct; confirm the actual quantity of reclaimed water that is being supplied to all the associated WUPs that are being used to provide GWRC; and provide an estimated schedule of when WUP Nos. 20013354, 20020955, and 20020956 will be modified to reflect the proposed reclaimed water that is to be provided by Manatee County. On June 12, 2023, SWFWMD



approved Manatee County BOCC's request for an extension of time to respond to the RAI, granting it until September 11, 2023 to submit its RAI response. On September 11, 2023, SWFWMD granted a second request for extension of time, granting until November 10, 2023 to submit the RAI response. On November 7, 2023, SWFWMD granted another extension of time, granting Manatee County until February 8, 2024 to submit the RAI response.

The permit is for public supply uses and is located in Manatee County within the Most Impacted Area ("MIA") of the Southern Water Use Caution Area and Manasota Basin.

Taylor Woodrow Communities at Artisan Lakes LLC —Water Use Permit

On June 28, 2023, Taylor Woodrow Communities at Artisan Lakes LLC submitted a WUP modification application (no. 3744.013) to SWFWMD. The application requests to increase the irrigated acreage from 227.6-acres to 472.4-acres and explains that the additional irrigated acreage allocation will be met with the same irrigation methodology currently employed at the development (surface water system augmented both intermediate aquifer system and upper Floridan aquifer wells). The application also requests a "temporary 5-year permit" increasing the annual average quantity from 0.452 mgd to 0.9209 mgd, and a peak month quantity of 3.0166 mgd.

A change to the allocation from the UFA is also requested—to 0.459 mgd annual average quantity (currently permitted for 0.3861 mgd). The application explains that after 5 years or sooner, the development will be permanently on reclaimed water and the backup to the reclaimed use will be the surface water quantities only. It also states that "hydrogeologic evaluation of the requested allocations indicates there are negligible, temporary impacts to existing legal uses or environmental receptors." On July 19, 2023, SWFWMD issued an RAI which included the following request:



The submitted application states that the applicant is requesting that the allocation from the Upper Floridan aquifer be reverted to revision 20003744.008 which would increase Upper Floridan aquifer quantities. As you may be aware, the District has implemented regulations regarding water use in the Southern Water Use Caution Area (SWUCA). Within the SWUCA, the District adopted by rule Minimum Flows and Levels (MFLs) for various lakes, the Peace River, and the Upper Floridan aquifer within the Most Impacted Area. Florida law requires the District to implement a recovery strategy where, as in SWUCA, actual flows and levels are below the adopted MFLs. The District's recovery strategy provides that all applications in the SWUCA for withdrawals of "New Quantities" are evaluated with respect to these MFLs. New Quantities are water quantities that are not currently permitted or not currently permitted to be used for the intended use. Applications for New Quantities that impact an MFL will not be approved unless a Net Benefit is provided that offsets the impact. Please indicate if you would like to apply for additional quantities through a Net Benefit. If you would like to obtain new quantities using a Net Benefit, please provide the donor permit number, associated quantities, and all appropriate forms and supporting documentation.

On October 18, 2023, SWFWMD granted an extension of time to respond to the RAI—extending the deadline to January 14, 2024. The WUP is for agricultural uses in Manatee County and is located within the MIA in the Southern Water Use Caution Area and Manasota basin.

City of Davenport—Water Use Permit

On September 26, 2023, SWFWMD issued a WUP modification (no. 20005750.011) to the City of Davenport. The modification increases the annual average quantity from 2.1637 mgd to 3.0 mgd and the peak month quantity from 2.684 mgd to 3.99 mgd, to reflect an increase in population. The WUP modification states that the increase in allocation is supported by 0.786 mgd of aquifer recharge at rapid infiltration basins and 0.3654 mgd from land use transition quantities to offset predicted impacts associated with the increase in groundwater withdrawals. The authorized annual average quantity is less than the City's 2025 demand to avoid environmental impacts to Lake Eva which has an established minimum lake level. The WUP modification also explains that the City of



Davenport is located within the area of the Central Florida Water Initiative. The City of Davenport is also a member of the Polk Regional Water Cooperative (“PRWC”), which is expected to supply up to 1.0 mgd in alternative water supply to the City in the future.

The WUP is for public supply uses in Polk County and is located within the Peace River and Green Swamp basins (it is not located within a water use caution area).

Town of Lake Hamilton—Water Use Permit

On October 24, 2023, SWFWMD issued a WUP renewal (no. 2332.009) to the Town of Lake Hamilton. The renewal increases the annual average quantity from 0.3805 mgd to 0.7626 mgd and the peak month quantity from 0.5988 mgd to 0.7626 mgd. The increase in quantities is due to an increase in population. The permit states that the increase in allocation is supported by impact offsets associated with the annual average retirement of 0.4962 mgd through land use transitions. A special condition of the permit authorizes Upper Floridan Aquifer withdrawals up to the 2028 demand of 1.0068 mgd annual average and 1.2524 mgd peak month. The WUP is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.