Revised 5/31/24

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING

AGENDA
June 5, 2024 @ 9:30 a.m.

Manatee County Administration Building
Honorable Patricia M. Glass Commission Chambers
1112 Manatee Ave. West, Bradenton, 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 Joseph Tiseo, Charlotte County, Vice Chairman
Commissioner Jason Bearden, Manatee County
Commissioner Michael Moran, Sarasota County

CALL TO ORDER

INVOCATION
Commissioner Elton Langford

PLEDGE OF ALLEGIANCE
Led by the Board

WELCOME GUESTS

HOST COUNTY REMARKS

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. Recognition of Commissioner George Kruse's Service to the Authority

CONSENT AGENDA

1. Minutes of the April 3, 2024, Board of Directors Meeting
2. Set a Public Hearing for FY 2025 Authority Budget for August 7, 2024
3. Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2024
4. Award Sludge Loading and Hauling Services Contract
5. Phase 3C Regional Interconnect – Amendment No. 2 to Interlocal Agreement
6. Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application Fee
7. Declaration of Surplus

REGULAR AGENDA

1. Water Supply Conditions Report
2. Fiscal Year 2025 Tentative Budget Update
3. 5-Year Capital Improvement Plan & 20-Year Capital Needs Assessment (2025-2044)
4. Design Build Contractor for Peace River Water Treatment Plant Expansion
5. Work Order for Phase 1B Construction Manager-at-Risk Services
6. Professional Services Contract and Work Order No. 1 for Partially Treated Surface Water Aquifer Storage and Recovery Project
7. Master Water Supply Contract Revisions Update

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT (Revised)

1. Executive Director - Notification of Retirement

CHAIRMAN'S REPORT (Revised)

1. Executive Director Succession Plan

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for March and April 2024
3. Peace River Reservoir No. 3 Project (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 & FY 2025 Budget Public Hearing
August 7, 2024 @ 9:30 a.m.
Sarasota County Administration Center
Commission Chambers, First Floor
1660 Ringling Boulevard, Sarasota, FL

Future Authority Board Meetings
October 2, 2024 @ 9:30 a.m. – Charlotte County
December 4, 2024 @ 9:30 a.m. – DeSoto County

ADJOURNMENT

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

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

AWARDS/RECOGNITIONS
ITEM 1

Recognition of Commissioner George Kruse's Service to the Authority

---

Presenter -	Chairman
Recommended Action -	**Motion** to approve Resolution 2024-03 'Recognition of Commissioner George Kruse for Service to the Region as a Member of the Peace River Manasota Regional Water Supply Authority Board of Directors'.

The Authority wishes to express gratitude to Commissioner George Kruse for his service to the Authority over the past three (3) years.

Attachments:
Resolution 2024-03

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2024 – 03

RECOGNITION OF COMMISSIONER GEORGE KRUSE FOR SERVICE TO THE REGION AS A MEMBER OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY BOARD OF DIRECTORS

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373, Florida Statutes, and interlocal agreement pursuant to Chapter 163, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, Commissioner Kruse was elected to the Manatee County Commission in 2020; and

WHEREAS, Commissioner Kruse was appointed by the Manatee County to represent the County on the Authority Board of Directors from 2020 through 2023; and

WHEREAS, Commissioner Kruse furthered the creation of a regional water system to better serve the residents and businesses of Charlotte, DeSoto, Manatee and Sarasota counties; and

WHEREAS, Commissioner Kruse served in a spirit of cooperation toward local, regional, state and federal agencies and the public.

NOW, THEREFORE, BE IT RESOLVED, the Peace River Manasota Regional Water Supply Authority does hereby express its appreciation to Commissioner George Kruse for his outstanding contribution as a member of the Authority Board of Directors, his contributions toward development of a reliable, sustainable and affordable regional water supply system and his leadership on behalf of the citizens of the four-county region.

Done at Bradenton, Florida, on this Fifth day of June 2024.

Attest:

Peace River Manasota
Regional Water Supply Authority

_____
Mike Coates, Executive Director

_____
Commissioner Elton Langford, Chairman

Approved as to Form:

_____
Douglas Manson, General Counsel for
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 1

Minutes of April 3, 2024, Board of Directors Meeting

Recommended Action - **Motion** to approve the minutes of the April 3, 2024, Board of Directors Meeting.

Draft minutes of the April 3, 2024, Board of Directors Meeting are provided for approval.

Attachments:
Draft minutes of the April 3, 2024, Board of Directors Meeting

Minutes of Board of Directors Meeting
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
DeSoto County Administration Building
Commission Chambers, First Floor
201 East Oak Street, Arcadia, FL
April 3, 2024

Board Members Present:
Commissioner Joe Tiseo, Charlotte County, Vice Chairman
Commissioner Jerod Gross, DeSoto County Alternate
Commissioner Jason Bearden, Manatee County
Commissioner Mike Moran, Sarasota County

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 Authority's permanent records.

CALL TO ORDER

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

INVOCATION

Commissioner Bearden offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Commissioner Tiseo welcomed guests and recognized DeSoto County Commissioner Jerod Gross as Commissioner Langford's alternate.

PUBLIC COMMENTS

No public comments were made.

AWARDS/RECOGNITIONS

1. 2023 FDEP Drinking Water Plant Operations Excellence Award

Richard Anderson announced that the Florida Department of Environmental Protection (FDEP) selected the Peace River Regional Water Plant for a 2023 Drinking Water Plant Operations Excellence Award for outstanding treatment plant operation, maintenance, and compliance.

CONSENT AGENDA

1. **Approve Minutes of the February 7, 2024, Board of Directors Meeting and Workshop**
2. **Approve Resolution 2024-04 'Recognition of the Month of April as Water Conservation Month'**
3. **Approve Resolution 2024-05 'Recognition of National Drinking Water Week'**
4. **Approve Award of Contracts for Purchase of Water Treatment Chemicals**
5. **Approve Award Contract for Professional Auditing Services**
6. **Approve Piggy-Back Charlotte County Contract with Sanders Laboratories for Water Quality Analysis**
7. **Approve Investment Banking Services Co-Manager Changes**
8. **Approve Consultant Selection - Partially Treated Surface Water Aquifer Storage and Recovery Project**
9. **Approve Phase 3C Pipeline Easement Agreements**
10. **Approve Work Order to McKim & Creed for Electrical and Instrumentation & Control (I&C) Services**

Motion was made by Commissioner Gross, seconded by Commissioner Moran, 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 March 18, 2024 for the Board's information:

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

March Water Demand	28.77 MGD
March River Withdrawals	23.07 MGD
Storage Volume: Reservoirs ASR Total	 6.66 BG 8.72 BG 15.38 BG

2. 2024 Legislative Update

Katie Kelly, Governmental Affairs Specialist with Manson, Bolves, Donaldson, & Tanner, provided an update about legislative actions on the Authority's adopted legislative priorities for the Board's information. The 2023-2024 Florida legislative regular session started January 9 and was completed March 8.

3. Authority Insurance Coverage Review and Property Insurance Renewal

Ann Lee and Michelle Martin of Brown & Brown presented a review of the Authority Insurance coverages and renewal options.

Ms. Lee explained that the Authority's property insurance expires on April 30, 2024. Although insurers from the admitted and surplus markets were accessed, only 2 formal quotes were received for property insurance for the upcoming year. The Authority's independent insurance consultant, Brown & Brown, reviewed the quotes and recommends executing a policy with Preferred Governmental Insurance Trust and Hiscox.

Ms. Martin discussed the proposed new policy, which has a premium for the recommended 12-month policy (April 30, 2024, through April 30, 2025) of $727,841. The 12-month policy premium reflects a 0.18% rate increase. This policy also represents a change in the deductible calculation, which lowered the Authority's deductible exposure from 5% of Total Insured Value (approximately $7.4 million) to 5% per line item on the Statement of Values, where only the locations damaged would be subject to a deductible charge.

Ms. Lee stated that funds for property insurance are available in the FY 2024 budget. Staff recommends Board approval to bind coverage for the Peace River Facility Property Insurance with Preferred Governmental Insurance Trust and Hiscox for a not-to-exceed premium of $727,841 from April 30, 2024, to April 30, 2025.

Commissioner Tiseo asked for clarification on how the Statement of Values in the Appendix is developed. Ms. Lee replied that the statement of values is historical and has been with the Authority policy since before her tenure. She stated that values have been indexed (adjusted) over the last few years using the Engineering News-Record CCI rate to keep it up. She noted that the Authority has $263 million in book-value assets and insurance doesn't cover 100% of that value so we are accepting some risks to save some money on premiums. Commissioner Tiseo stated that determining the valuation is important because if we underestimated and something happens, then it could come out of the Authority's pocket. He suggested we look at replacement cost versus actual cash value.

Commissioner Moran expressed concern that the Authority's procurement process isn't as competitive as it could be and suggested that the Authority should focus on the structure and best practices of insurance shopping as a means for better pricing. He also recommended that the Authority consider holding a workshop on this issue and that a separate insurance subcommittee including an elected official be considered to support future insurance procurement efforts.

Commissioner Gross commented that he appreciated Commissioner Moran's take on this and agrees that the Board needs to review the Authority's insurance process more thoroughly in the future. A workshop on this topic would be great.

Motion was made by Commissioner Gross, seconded by Commissioner Tiseo, to approve binding coverage of Peace River Facility Property Insurance with Preferred Governmental Insurance Trust and Hiscox for a not to exceed premium of $727,841 for the upcoming year (April 30, 2024 thru April 30, 2025). The motion was approved three – to – one, with Commissioner Moran opposing.

4. Draft 5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment

Mike Knowles presented the Authority's draft 5-Year CIP and 20-Year CNA for Board information and discussion only. He indicated that the CIP and CNA will be brought to the June Board meeting for formal consideration. The CIP/CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over the 20-year planning period pursuant to the Integrated Regional Water Supply Plan 2020 Update. Mr. Knowles explained the two schedule horizons in the Authority's capital planning efforts: the 5-year Capital Improvements Plan (CIP), which includes projects that are relatively certain and well-defined, and the 20-year Capital Needs Assessment (CNA), which includes the 5-year CIP and looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP, beginning in FY 2025 through FY 2029, currently includes the following:

Regional Transmission Projects	$ 73,279,606	11.8%
Water Supply Projects	$ 502,164,665	81.0%
Other Projects	$ 44,272,500	7.1%
Total	**$ 619,716,771**	**100%**

The 20-Year CNA, beginning in FY 2025 through FY 2044, includes the following:

Regional Transmission Projects	$ 341,442,166	28.6%
Water Supply Projects	$ 809,238,081	67.7%
Other Projects	$ 44,272,500	3.7%
Total	**$1,194,952,747**	**100%**

Mr. Knowles also indicated $126 million in offsetting cooperative grant funding opportunities for projects within the 5-year CIP projects based on the Southwest Florida Water Management District's past generous participation.

5. 2014B Refunding/Phase 3C Regional Interconnect Financing

Ann Lee and Molly Clark of Public Resources Advisory Group (PRAG) presented on refunding the Authority's Series 2014B Bonds for debt service savings and finalizing long-term funding for the Phase 3C Regional Interconnect Project.

Ms. Clark stated that the Authority's 2014B Bonds are callable in October 2024 and will, therefore, be eligible for refunding this summer. She explained that the current market interest rates provide the opportunity to consider refunding the series with great savings. An analysis completed by PRAG on 1/29/24 indicates that refinancing the 2014B bonds would provide total gross savings of $10.2 million, roughly 14.9% of total net present value savings. Ms. Clark also discussed funding for the Phase 3C Regional Interconnect Project. The Authority's Capital Project Line of Credit provides interim funding for the Phase 3C Project. To take advantage of economies of scale, it is recommended that long-term funding for this project be finalized in conjunction with the 2014B refunding effort.

The anticipated bond amount for the Phase 3C Regional Interconnect is approximately $33 million, and staff will work closely with Sarasota County on the configuration of debt service and final debt amounts.

Commissioner Tiseo asked if there are any penalties associated with refunding the 2014B bonds. Ms. Clark replied that no, there are no penalties involved.

Motion was made by Commissioner Bearden, seconded by Commissioner Moran, to approve and authorize staff to proceed on the 2014B Refunding effort and Phase 3C Regional Interconnect Long Term Financing effort. Motion was approved unanimously.

6. New Water Supply Needs and Regional Project Selection

Mr. Anderson presented an overview and update on New Water Supply Needs and the Regional Project selection recommendation. He reviewed that Authority Customers have identified New Water Supply Demands for the Authority to meet beginning in 2028. The Authority has been carrying two regional water supply projects; the Surface Water System Expansion Project, and the Brackish Groundwater Reverse Osmosis Project, through design and permitting to ensure that regional water supply needs can be timely met. He stated that the current schedule shows that either project can be completed and deliver water in 2028. However, other factors, including current grant funding, the growth in Customer demands, and project yield, should be considered in project sequencing. He stated that the Surface Water System Expansion Project, with nearly $133M in grant funding and an 18 MGD average day yield, will meet the current requested New Water Supply Demands of Sarasota, DeSoto, and Charlotte Counties through 2036.

Mr. Anderson stated that since the February meeting and Workshop, Authority Staff have met with all five customer professional staff to discuss the New Water Supply needs for your respective utilities. Sarasota and Charlotte County Board of County Commissioners have provided us with some direction and updated numbers for their future water supply needs from the Authority. He relayed that the Sarasota County Board of County Commissioners unanimously voted to commit to pay for a minimum of 12 MGD annual average water allocation and up to 17 MGD annual average water allocation for the Surface Water System Expansion Project to meet its future water demands.

Mr. Anderson also mentioned that there have been discussions with the City of North Port. They are very interested in participating but are unsure if they can meet the timeline. Ms. Nancy Gallinaro, the City of North Port's utilities director, joined Mr. Anderson at the podium and stated that they are very interested in 2MGD, but out of respect for their commission, whom they have not been before yet, they are in the process of producing a letter of intent, that will need to go through finance and legal and then to their Commission for approval.

Staff recommends that the Surface Water System Expansion Project be selected to proceed to final design, bidding, and construction to meet customer-requested new water supply demands beginning in 2028. Long-term Customer projections indicate that the Brackish Groundwater Project, yielding 8 MGD average daily, will be needed by 2036 to meet increasing regional needs from Manatee County.

Commissioner Tiseo expressed his thanks to Authority staff for updating the water demands for Charlotte County. The schedule reflects everything from their Board discussion, and it is appreciated.

Motion was made by Commissioner Gross, seconded by Commissioner Bearden, to approve staff recommendation to proceed with design, bidding, and construction of the Surface Water System Expansion Project to meet Customer Requested New Water Supply Demands by 2028. Motion was approved unanimously.

7. Amending the Master Water Supply Contract

Mr. Coates and Mr. Manson presented an update on amending the Master Water Supply Contract for Board Discussion and Direction.

Mr. Coates indicated that the allocation of new water supplies from the Peace River Facility requires amendment of the Master Water Supply Contract (MWSC). Specifically, Exhibits A, B, C and F in the contract must be updated to formalize new supply development and capacity allocation to Customers. These exhibits deal with allocation of capacity at the Peace River Facility and a payment to Desoto County.

He discussed the changes to Exhibits "B", "C" and "F" individually and proposed a methodology for amending Exhibit "A" (DeSoto Payment). The Exhibit "A" methodology would incorporate inflation – using the Engineering News Record CCI and the 2019 increase in the Peace River WUP from 34.7 MGD to 80 MGD, yielding a new annual DeSoto Payment of $2,864,216 effective in FY 2028 as opposed to the current annual payment of $796,000. Commissioners Tiseo and Moran expressed concern about the magnitude of the increase and use of an inflation factor to develop the estimate and increase the payment in the future. Board consensus was to direct Authority staff to hold a meeting with the Customer Administrators on Master Water Supply Contract changes and bring back a recommendation from the Administrators on revisions, particularly the DeSoto Payment at the June 5, 2024 meeting.

TENTATIVE BUDGET FOR FY 2025

1. Tentative Budget for FY 2025

Mr. Coates presented the Authority's Tentative Budget for FY 2025 in the amount of $255,896,482. The Tentative Budget will be posted on the Authority's website and distributed for continued review by Authority members, customers, and the public. A public hearing is scheduled for the adoption of the final budget for FY 2025 during the regularly scheduled Board meeting on August 7, 2024.

Commissioner Tiseo asked about how the Authority arrived at personnel compensation increase of 3% COLA and 4% merit. Mr. Coates referenced the Authority's Classification and Pay Plan Study completed in 2023 by Evergreen Solutions, LLC which evaluated the current compensation and classification systems of the Authority and made recommendations which were adopted by the Board in 2023. Among these were recommendations to utilize a combination of fixed COLA and adjustable Merit increases to combat this period of high inflation and help retain employees. Mr. Coates indicated that the proposed 2025 salary adjustment was based on the bureau of labor statistics CPI data from Tampa which showed nearly 7% increase. Commissioner Tiseo noted that Charlotte County typically uses a total 4% increase for staff increases annually. Mr. Coates indicated that data on 2025 staff salary increases from the Customers was not yet available when the Tentative Budget was developed. The board discussed annual salary increases and requested a comparison of 5% & 7% salary increases at a future Board meeting.

Motion was made by Commissioner Moran, seconded by Commissioner Bearden, to approve Tentative Budget for FY 2025 in the amount of $255,896,482. Motion was approved unanimously.

2. Resolution 2024-06 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2025'

Mr. Coates explained that Resolution 2024-06 would formalize the Board's adoption of the Tentative Budget for FY 2025 and establish the intent to set rates, fees and charges based upon the tentative budget as presented. A public hearing is scheduled for the Board to adopt the final schedule of rates, fees and charges for FY 2025 during the regularly scheduled Board meeting on August 7, 2024.

Motion was made by Commissioner Moran, seconded by Commissioner Gross, to approve Resolution 2024-06 'Resolution Setting Forth Preliminary Schedules of Rates, Fees and Charges for FY 2025'. Motion was approved unanimously.

GENERAL COUNSEL'S REPORT

1. Response to FRS Letter on Executive Director Compensation

EXECUTIVE DIRECTOR'S REPORT

Mr. Coates had no further updates for the Board.

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

Next Authority Board Meeting
June 5, 2024 @ 9:30 a.m.
Manatee County Administration Center
Honorable Patricia M. Glass Chambers
1112 Manatee Ave West, Bradenton, FL

Future Authority Board Meetings
August 7, 2024 - Sarasota County
October 2, 2024 - Charlotte County
December 4, 2024 - DeSoto County

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 12:25 p.m.

_____
Commissioner Elton Langford
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2023

CONSENT AGENDA
ITEM 2

Set a Public Hearing for FY 2025 Budget for August 7, 2024

Recommended Action -

Motion to Set a Public Hearing for FY 2025 Budget for August 7, 2024, at 9:30 a.m., Sarasota County Administration Center, Commission Chambers, First Floor, 1660 Ringling Boulevard, Sarasota, Florida.

A public hearing to consider the Authority's FY 2025 Budget will be held during the Authority's regularly scheduled meeting on August 7, 2024, at 9:30 a.m., Sarasota County Administration Center, Commission Chambers, First Floor, 1660 Ringling Boulevard, Sarasota, Florida.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 3

Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2024

Recommended Action -

Motion to receive and file 'Mid-Year Financial Status Report for FY 2024'.

Motion to receive and file 'Semi-Annual Investment Report' [March 31, 2024].

a. Receive and File Mid-Year Financial Status Report for FY 2024

Mid-Year Financial Status Report for FY 2024 is provided for the Board to receive and file.

b. Receive and File 'Semi-Annual Investment Report' [March 31, 2024]

'Semi-Annual Investment Report' [March 31, 2024] is provided for the Board to receive and file.

Attachments:
Tab A Mid-Year Financial Status Report for FY 2024
Tab B Semi-Annual Investment Report [March 31, 2024]

TAB A
Mid-Year Financial Report for FY 2024

Peace River Manasota
Regional Water Supply Authority

MEMORANDUM

June 5, 2024

TO: Board of Directors
Peace River Manasota Regional Water Supply Authority

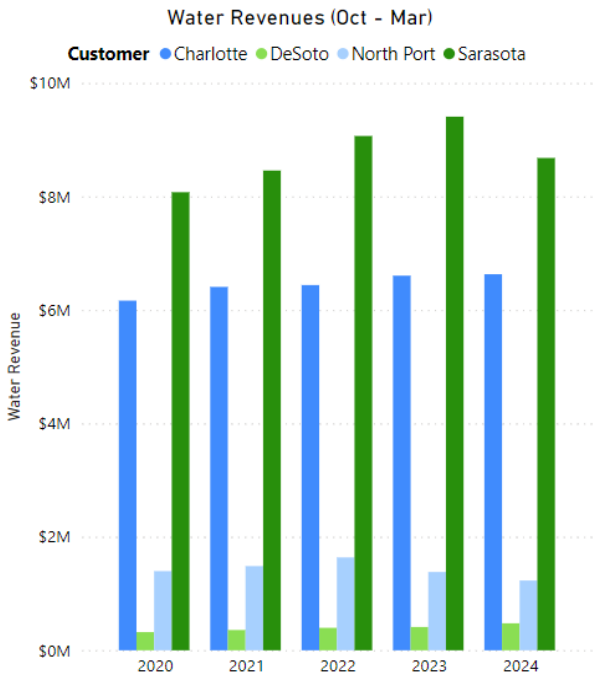
THRU: Mike Coates
Executive Director

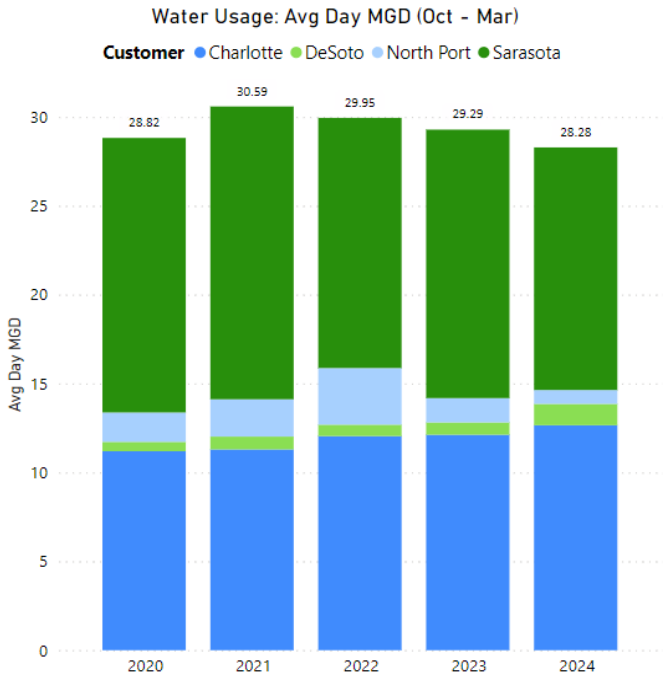
FROM: Ann Lee, MBA, CGFO
Finance & Budget Senior Manager

SUBJ: Mid-Year Financial Report for Fiscal Year 2024

Revenues

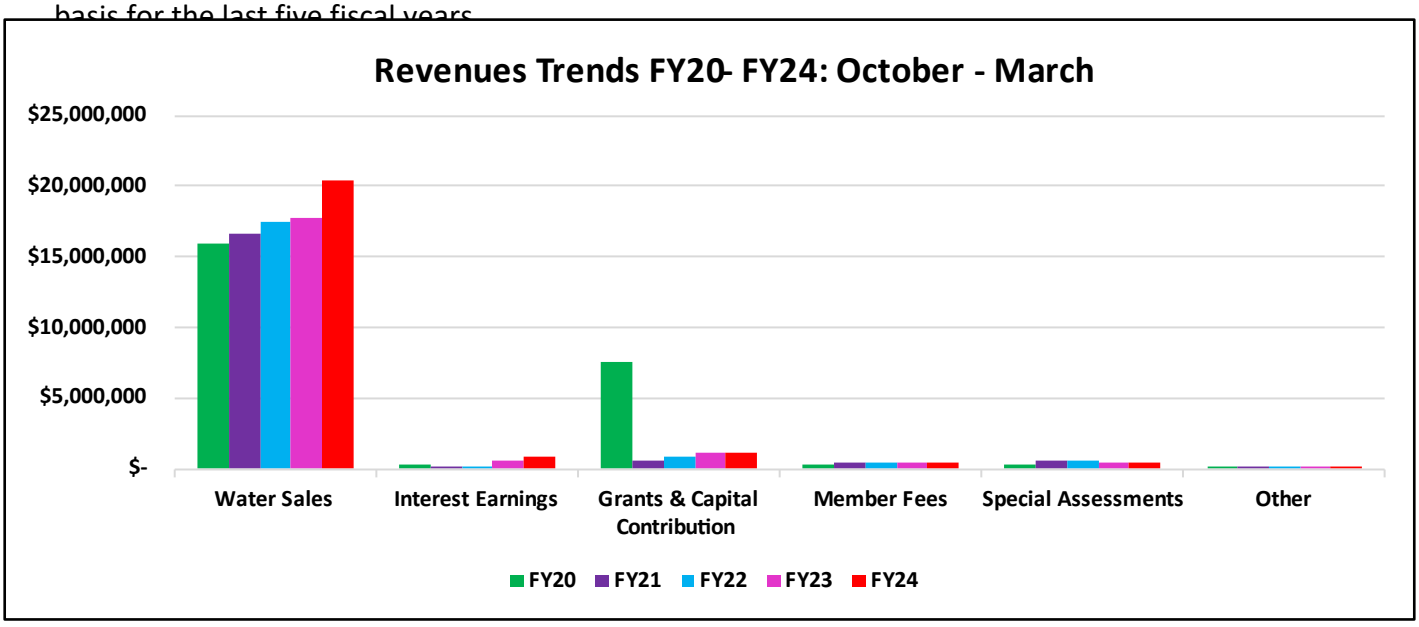
As of March 31,2024, the Authority's total revenues were $23.5 million, which is 17% of the $141.5 million allocated by the approved budget for FY24. Please note that these total revenues are not inclusive of budgeted fund transfers from reserve accounts and carry forward funds, nor draws on the line of credit, which represent approximately $42 million of the revenues reflected in the FY24 approved budget. Water sale revenues were $20.4 million, which is 46% of the $44.3 million budgeted and represents an increase over the water sales from prior year of $2.7 million. In terms of average millions of gallons per day (MGD) of water sold, the Authority's FY24 rolling year to date average is 28.27 MGD compared with a rolling year to date average of 29.26 for FY23 through March.





In terms of non- water revenues, the Authority earned just over $822k in interest earnings, which is an increase of $302k from the previous year for the same time period. The Authority has collected $464k in member fees, $475k in planning assessments and $986k of system wide benefit project contributions as budgeted. The Authority has received $197k in grant reimbursement funds from the DEP and SWFWMD for FY24 expenditures, however the Authority has an outstanding grant receivable for work completed through FY23. As of March 2024, the Authority has received $2.1 million from the DEP and $648k from SWFWMD toward the grant receivable, which leaves the Authority with an outstanding receivable from SWFWMD of $6.7 million for FY23 expenditures. Other Authority revenues collected through March 31, 2024 include $48k in rental income from our tenants as well as $2k in miscellaneous revenues.

The following graphic represents the Authority's revenues trends on a per revenue stream basis for the last five fiscal years.



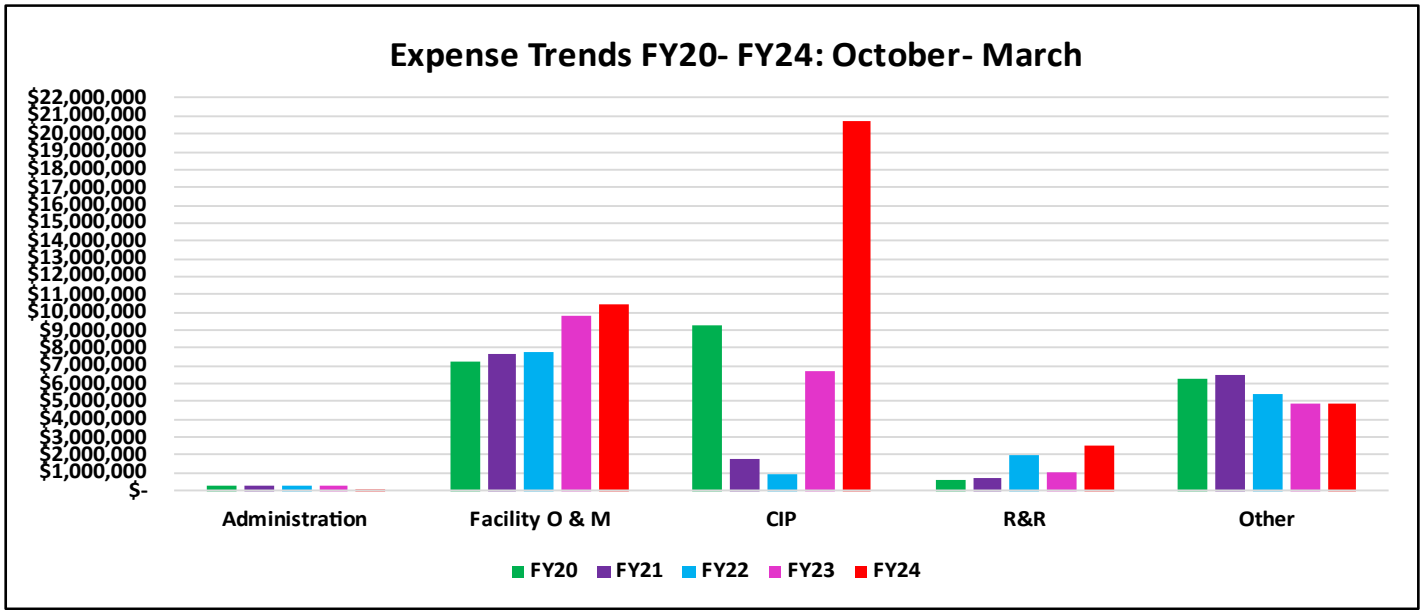
Expenditures

As of March 31, 2024, the Authority's total expenditures were $38.6 million, which is 27% of the $141.5 million allocated by the approved budget for FY24. Authority administrative expenditures were $337k, which is 60% of the budgeted amount of $561k. This amount is prior to the facility chargebacks(outside of payroll/benefits), which occur at the end of the fiscal year and is $12k more than the FY23 expenses through March.

Authority facility expenditures were $38.2 million, which is 27% of the budgeted amount of $141 million. The operations and maintenance expenditures through March were $10.45 million, which is 40% of the budgeted amount of $26 million and is $620k more than the expenditures incurred FY23 through March. Capital project expenditures totaled $20.7 million of the $87.4 million budgeted and renewal and replacement project expenditures totaled $2.5 million.

Peace River Manasota
Regional Water Supply Authority

The following graphic represents the Authority's expense trends for the last five fiscal years.



In summary, the Authority continues to maintain a strong financial position. Budgeted variances are as expected and are generally favorable.

If you have any questions, I am at your disposal.

TAB B
Semi Annual Investment Report for March 31, 2024

Peace River Manasota
Regional Water Supply Authority

MEMORANDUM

June 5, 2024

TO: The Board of Directors
Peace River Manasota Regional Water Supply Authority

THRU: Mike Coates
Executive Director

FROM: Ann Lee, MBA, CGFO
Finance & Budget Senior Manager

SUBJ: Semi-Annual Investment Report for March 31, 2023

In accordance with the Authority's investment policy the following is a summary of the Peace River Manasota Regional Water Supply Authority's investments as of September 30, 2023.

As of March 31, 2024, the Authority's portfolio totaled $47,982,933 compared to $28,524,639 on September 30, 2023, which is $19,458,294 more than the last reporting period. This large increase is due to draws on the Authority's Capital Project Line of Credit, which is providing the funding required for the Phase 2B Pipeline, Phase 3C Pipeline, PR3 and Brackish Water RO projects. The amount is comprised of restricted construction and reserve funds totaling $39.66 million and unrestricted funds totaling $8.33 million. Of the Authority's total portfolio, fifty-two (52%) percent of the portfolio is in money market and interest bearing checking accounts and forty-eight (48%) percent of total investments are held at the Florida Prime (SBA).

Through March 31, 2024, the Authority earned $822,497 in interest from the SBA accounts and bank accounts. The investment earnings on these accounts is more than the prior years' interest earnings for the same reporting period (October – March) by $302,398. The Fed is expected to keep rates status quo for most of 2024 and the Authority should continue to see favorable earnings over the next year. The Authority earned interest at a rate of 5.52% in the SBA accounts for March 2024 as well as 3.00% in interest bearing checking accounts.

According to the Authority's investment policy, the portfolio must be designed with the goal of annually exceeding the yield rates on the 90 day Treasury Bill and as of March 31, 2024, the 90 day Treasury Bill had a yield rate of 5.23%. The Authority's earnings at the SBA are currently leading our target benchmark of the 90 Day T-Bill rate by roughly 30 basis points.

The Authority's investment policy has limitations on investments beyond 24 months allowing liquidity for current expansion, new water resource development, and capital improvement projects.

- Florida Prime maintains an AAAm rating from Standard and Poor's and the fund is entirely liquid.

If you have any questions, I am at your disposal.

Peace River Manasota
Regional Water Supply Authority

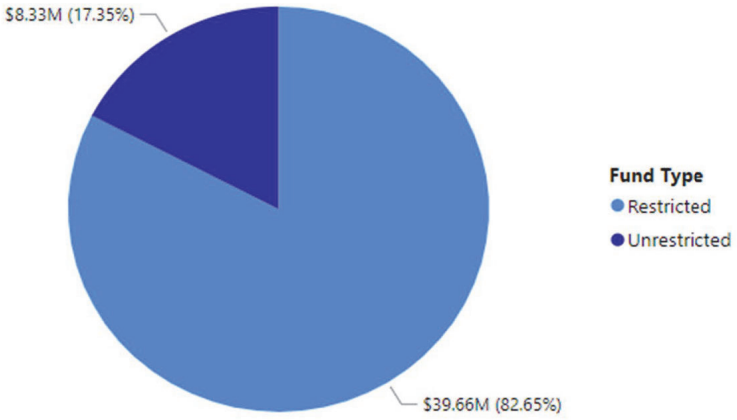
Fund Balance & Investment Reports March 31, 2024

	GENERAL FUND [OPERATIONS]	RENEWAL & REPLACEMENT FUND	RATE STABILIZATION	SINKING FUND	DISASTER RECOVERY RESERVE	UTILITY RESERVE FUND	CONSTRUCTION	SYSTEMWIDE BENEFIT CONSTRUCTION	TOTAL
ACCOUNTS									
PNC - Checking	$ 7,501,171						$ 17,555,067		$ 25,056,238
SBA Account Fund	$ 825,387	$ 2,762,588	$ 1,266,046	$ 5,539	$ 104	$ 13,836,000	$ 1,527,524	$ 2,703,507	$ 22,926,694
FUND BALANCE	**$ 8,326,558**	**$ 2,762,588**	**$ 1,266,046**	**$ 5,539**	**$ 104**	**$ 13,836,000**	**$ 19,082,591**	**$ 2,703,507**	**$ 47,982,933**
Orange Hammock Easement (BOD Approved 4/4/18)	$ (2,000,000)								$ (2,000,000)
FYE2023 Cash Adjustments (Pending)					$ (267,416)				$ (267,416)
Sarasota County Project Funds	$ (999,771)						$ (1,809,255)		$ (2,809,026)
ADJUSTED FUND BALANCE	**$ 5,326,787**	**$ 2,762,588**	**$ 1,266,046**	**$ 5,539**	**$ (267,312)**	**$ 13,836,000**	**$ 17,273,336**	**$ 2,703,507**	**$ 42,906,490**

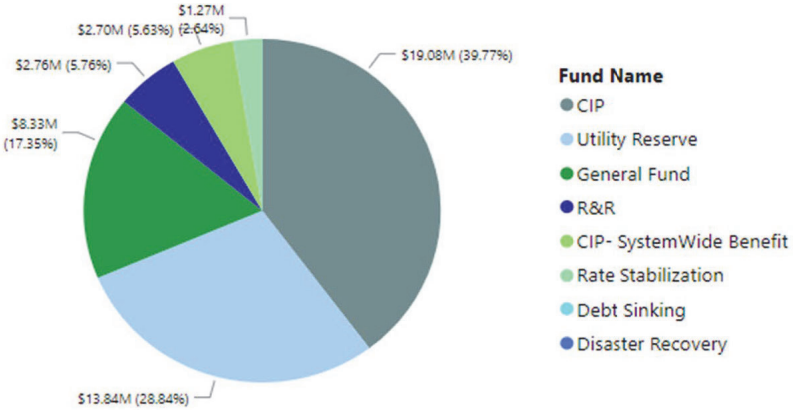
Budget Polices:

General Fund:	Policy to fund an operating reserve within the General Fund with an amount which shall be equal to the average monthly Operations & Maintenance Costs
R&R Reserve Fund:	Policy to maintain a minimum balance of $2 million at the end of each fiscal year
Rate Stabilization Fund:	Goal to maintain a balance of $1 million at the end of each fiscal year
Utility Reserve Fund:	Policy to maintain an uncommitted balance of 180 days of budgeted Operations & Maintenance Costs
Disaster Recovery Reserve:	Goal to maintain a balance of $1 million at the end of each fiscal year

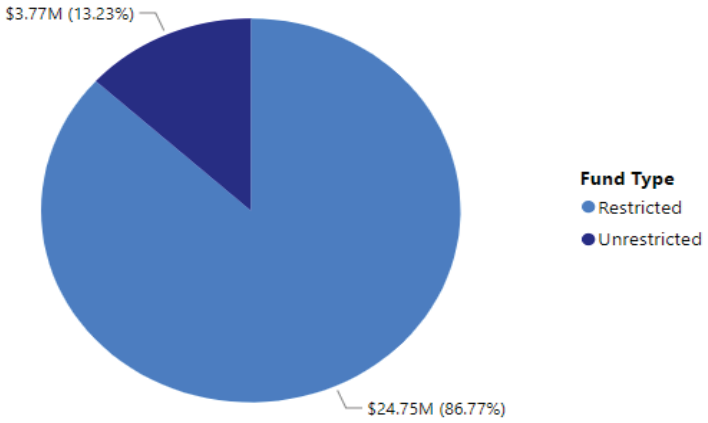
Account Balance by Fund Type: 3/31/24



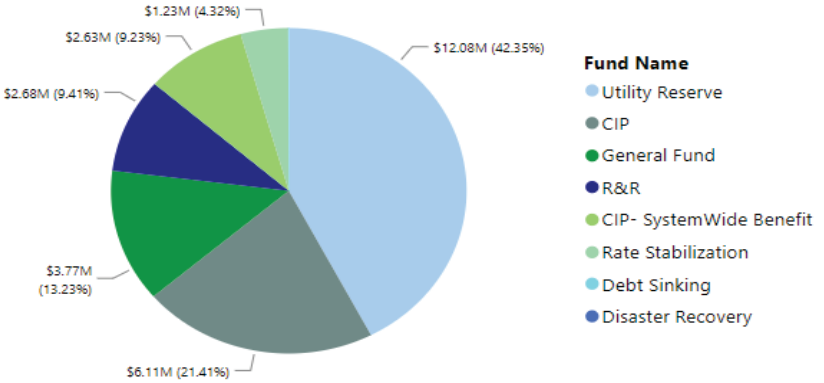
Account Balance by Fund Name: 3/31/24

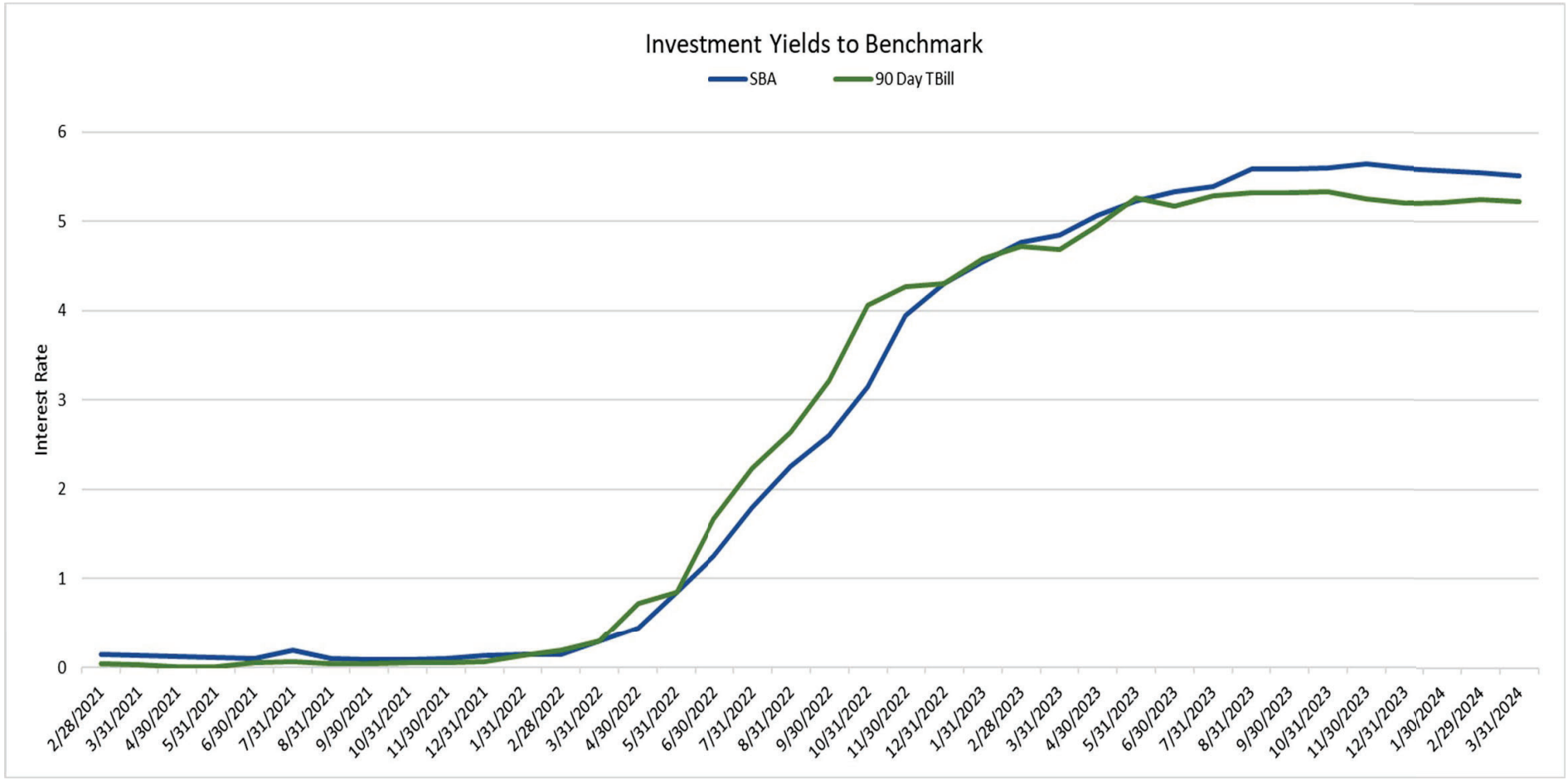


Account Balance by Fund Type: 9/30/23



Account Balance by Fund Name: 9/30/23




Investment Yields to Benchmark
SBA
90 Day TBill
Interest Rate
6
5
4
3
2
1
0
2/28/2021
3/31/2021
4/30/2021
5/31/2021
6/30/2021
7/31/2021
8/31/2021
9/30/2021
10/31/2021
11/30/2021
12/31/2021
1/31/2022
2/28/2022
3/31/2022
4/30/2022
5/31/2022
6/30/2022
7/31/2022
8/31/2022
9/30/2022
10/31/2022
11/30/2022
12/31/2022
1/31/2023
2/28/2023
3/31/2023
4/30/2023
5/31/2023
6/30/2023
7/31/2023
8/31/2023
9/30/2023
10/31/2023
11/30/2023
12/31/2023
1/30/2024
2/29/2024
3/31/2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 4

Award Sludge Loading and Hauling Services Contract

Recommended Action - **Motion** to approve and authorize the Executive Director to execute Contract for Sludge Loading and Hauling Services to the lowest responsible and responsive bidder, D.M. Construction Corp.

Bids were requested for the sludge loading and hauling of dewatered sludge from the Peace River Facility in accordance with the Authority's Procurement Policy. Three bids were timely received and opened on May 16, 2024. Staff recommends award of the Contract for Sludge Loading and Hauling Services to the recommended lowest responsible and responsive bidder, D.M. Construction Corp., in the amount of $12.80 per ton. This represents a $2.30/ton increase over our current vendor price of $10.50 which has been in effect since 2022.

Budget Action: No action needed.

Attachments

Tab A Notice of Award
Tab B Bid Tab
Tab C Contract

TAB A
Notice of Award

NOTICE OF INTENDED DECISION FOR AWARD OF PURCHASE CONTRACT - PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY SLUDGE LOADING AND HAULING SERVICES

Recommended Action - **Award purchase contract for Sludge Loading and Hauling Services to the lowest responsible and responsive bidder, D.M. Construction Corp.**

Sludge loading and hauling services were bid in accordance with the Authority's Procurement Policy. Bids were received and opened on May 16, 2024.

Staff recommends the Authority Board of Directors award contract to the lowest responsible and responsive bidder as listed below at the Authority Board meeting on June 5, 2024. Bid tabulation is attached.

Company Name	**Bid Amount**
D.M. Construction Corp	$12.80 per ton
Revinu	$43.94 per ton
Prolime Corporation	$44.80 per ton

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

Posted: May 17, 2024

TAB B
Bid Tabulation

Peace River Manasota
Regional Water Supply Authority

INVITATION TO BID
Sludge Hauling & Loading Services

Bid Opening
May 16, 2024 @ 10:00 AM
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

BID TABULATION SHEET

Company Name	Total Bid Amount	Time Opened
DM Construction	$12.80	10:00am
ProLime	$44.80	10:02am
Revinu	$43.94	10:04am

Bid Opened By: Rachel Kersten
Name
Agency Clerk
Title
Signature

Witnessed By: Lisa Webb
Name
Accounts Payable Clerk
Title
Signature

TAB C
Contract

April 2024

Contract for
Sludge Loading and Hauling Services

This Contract ("Contract") is made and entered into this _____ day of _____ , 2024 by and between Peace River Manasota Regional Water Supply Authority ("Owner"), 9415 Town Center Parkway, Lakewood Ranch, Florida, 34202 and _____ ("Contractor"), whose address is _____for sludge loading and hauling services that will be conducted at the Owner's Peace River Water Supply Facility on SW County Road 769, Arcadia Florida 34269 (the "Site").

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Exhibits**. The exhibits listed below are attached to and are part of this Contract.

   Exhibit A – All responses submitted by Contractor in response to Invitation to Bid No. _____ including Contractor's Bid Form
   Exhibit B – Invitation To Bid No. _____
   Exhibit C – Instructions To Bidders
   Exhibit D – Technical Specifications & Conditions

2. **Scope of Work**. Contractor shall remove dewatered sludge from the Site, haul, and deliver it to the Charlotte County Landfill ("Landfill") as described in **Exhibit D** in accordance with the terms and conditions of this Contract ("Work"). Owner will pay Contractor on a unit cost basis for the tonnage loaded and delivered to the Landfill. The official weigh station tickets from the landfill will be the basis for payment. Contractor shall provide and pay for all labor, materials, tools, equipment, and supervision necessary for and incidental to the proper execution and completion of the Work.

3. **Commencement**. Contractor shall start performing the Work upon the execution of this Contract by both parties (the "Effective Date"). Owner will not pay for Work done or costs incurred before the Effective Date.

4. **Term**. This Contract will remain in effect through May 31, 2025, unless amended in writing by the parties. This Contract may be renewed in writing under the same terms and conditions for two additional one-year terms.

5. **Contract Price**. Owner shall pay Contractor for performance of the Work at a unit cost of $_____per ton ("Contract Price"). There is no fuel escalation adjustment provision; the Contract Price is firm for the duration of the Contract.

6. **Payments to Contractor.** Owner will pay Contractor upon receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. Owner will pay Contractor in accordance with Florida's Prompt Payment Act, set forth in Part VII of Chapter 218, Florida Statutes. Contractor shall submit invoices to the Owner monthly at the following address:

Peace River Manasota Regional Water Supply Authority
Attention: _____(Name and Title)
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

7. **Invoice Requirements**. All invoices must include the following information: (1) Contractor's name, address, and phone number (include remit address, if different than principal address in the introductory paragraph of this Contract); (2) Contractor's invoice number and date of invoice; (3) Dates of service; (4) Copies of Charlotte County Landfill weigh station tickets; and (5) Supporting documentation necessary to satisfy auditing purposes for cost and Work completion. Invoices that do not conform to this paragraph and other requirements of this Contract will not be considered a proper invoice. Owner will not provide compensation for any missing weigh station ticket. It is Contractor's responsibility to present an invoice package that is whole and complete. Charlotte County bills tipping fees directly to Owner; therefore, Contractor must not include disposal costs or disposal fees in any invoice.

8. **Deficient Invoices**. If an invoice does not meet the requirements of this Contract, the Owner will reject the invoice in writing within 20 business days after receipt of the invoice, specifying the deficiency and the action necessary to make the invoice proper. If a corrected invoice is provided to the Owner, the corrected invoice will be paid or rejected within 10 business days after the date the corrected invoice is stamped as received by the Owner. If the Contractor declines to modify the invoice, the Contractor must notify the Owner in writing within five business days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefore. Within five business days of receipt of such notice, if not informally resolved through discussion with the Owner, the dispute will be forwarded to the Owner's Executive Director, and a final determination will be issued by the Owner in accordance with paragraph 4.3.

9. **Continued Performance**. In the event any dispute or disagreement arises during the Contract, the Contractor shall continue to fully perform its obligations in accordance with the Contract. The Contractor shall seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request to the Authority's Executive Director, or appointed designee no later than 10 days after the precipitating event. The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options. Contractor shall not delay or postpone performance or delivery of goods pending resolution of any disputes or disagreements.

10. **Final Invoice**. Contractor shall submit the final invoice no later than 45 days after all Work is completed. Final invoices that are submitted after that date will be subject to a penalty of 10% of the invoice. If Contractor wishes to request approval for delayed submittal of the final invoice Contractor must do so no later than 10 days before the due date and must state the basis for the delay. Owner will not waive the 10% penalty if Contractor's request is not timely. If Contractor timely submits its request, Owner, in its sole discretion may waive the 10% penalty upon a showing of special circumstances that prevent the timely submittal of the final invoice.

11. **Changes in the Work.** Owner may, without invalidating this Contract, order changes in the Work consisting of additions, deletions, or modifications. Owner will not compensate Contractor or extend any time requirement or deadline concerning the Work unless the change is authorized by a written change order signed by Owner. The additional compensation or extension of deadlines agreed upon in a written change order constitutes an accord and satisfaction of all claims by the Contractor relating to the subject matter of the change order.

12. **Contractor's Responsibilities.**

12.1. **Performance of the Work**. Contractor shall perform the Work upon the terms and conditions set forth in this Contract.

12.2. **Licenses**. Contractor shall hold and maintain all licenses that are required to perform the Work.

12.3. **Resources**. Contractor shall have sufficient equipment, personnel, and other resources to accomplish the Work.

12.4. **Site Knowledge**. Contractor has visited the Site and has become familiar with the Work and the local conditions under which the Work is to be performed.

12.5. **Attention**. Contractor shall supervise and direct the Work using Contractor's best skill and attention.

12.6. **Corrections**. Contractor shall promptly correct any Work rejected by Owner as falling to conform to the requirements of this Contract whether Owner observes it before or after completion of the Work.

12.7. **Site Conditions**. Contractor shall keep the premises and surrounding areas free from accumulation of waste materials and rubbish caused by operations under this Contract. Upon the completion of the Work, Contractor shall remove from and about the work site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials. The only exception to this is that the Contractor will be allowed to store large earthmoving equipment onsite to minimize the costs associated with remobilizing such equipment with each hauling event. However, equipment being stored onsite must be the same equipment being used for the Work. Contractor is prohibited from using the Site or other Owner property as a storage lot for unused equipment.

12.8. **Scrutinized Companies**. Contractor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Contractor is found to be out of compliance with it. Contractor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of $1 million or more, Contractor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to s. 215.473, Florida Statutes

and (2) it is not engaged in business operations in Cuba or Syria. Contractor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

12.9. **Public Entity Crimes**. Contractor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Contractor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.

12.10. **E-Verify.** Contractor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

12.11. **Compliance**. Contractor shall continuously comply with its responsibilities for the duration of the Contract. Contractor shall immediately notify the Authority if any of the statements or affidavits made by Contractor and provided to the Authority become inaccurate or outdated.

13. **Default And Termination**. If Contractor defaults or fails or neglects to carry out the Work in accordance with this Contract or otherwise fails to perform any provision of this Contract, Owner will provide verbal notice of the default to the Contractor and will use its best efforts to provide written notice. If Contractor fails to cure the default within 24 hours from the verbal notice, or as otherwise specified by the Owner, Owner has the right to:

a. terminate the Contractor without further notice;
b. re-bid the Contract;
c. complete any of the remaining items of Work through any appropriate method and back charge Contractor for all costs incurred; and
d. exercise all other rights and remedies available at law or in equity.

14. **Time**. Time is of the essence in the performance of this Contract. Contractor confirms that it will provide the Work according to the timeframes set forth in this Contract which provide a reasonable time for Contractor's performance of the Work.

15. **Withholding Payments**. Owner may, in addition to other remedies available at law or equity, retain money from amounts due Contractor necessary to satisfy any claim for

damages, penalties, costs, and the like asserted by or against Owner. Owner may set off any liability or other obligation of the Contractor or its affiliates to the Owner against any payments due the Contractor under any contract with the Owner. Payments to Contractor may be withheld on account of (i) defective Work not remedied; (ii) claims filed or asserted by any third parties; (iii) failure of Contractor to make payments due to subcontractors or for labor, materials, or equipment; (iv) damage to Owner's property; (v) evidence that the Work will not be completed in accordance with the Technical Specifications & Conditions and that the unpaid balance of the Contract Price will not be adequate to cover Owner's actual damages arising out of the anticipated delay; or (vi) failure to perform the Work In accordance with this Contract. Amounts withheld under this paragraph will not be considered due and will not be paid until the ground(s) for withholding payment have been remedied.

16. **Indemnification**. Contractor shall indemnify and hold harmless the Authority, 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 Contractor and persons employed or utilized by the Contractor in the performance of the contract. This provision is consistent with Section 725.06, Florida Statutes.

17. **Safety Precautions**. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance under this Contract . Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to employees and other persons who may be affected thereby; the work and materials and equipment to be incorporated therein; and other property at the Site or adjacent thereto. Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from damage, injury, or loss. Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable and for which Contractor is responsible.

18. **Insurance**. Contractor shall maintain the following types of insurance from companies lawfully authorized to do business in the jurisdiction in which the Work is located through the term of this Contract, and any contract extensions. Contractor shall deliver these certificates of insurance to Owner upon execution of this Contract.

    18.1. **Workers' Compensation**. Contractor shall maintain insurance for protection from claims under workers' compensation acts or other applicable employee benefits acts, claims for damages because of bodily injury, including death, that may arise out of or result from Contractor's operations under this Contract, whether such operations be by Contractor or by anyone directly or indirectly employed by Contractor. Contractor shall maintain workers' compensation insurance for not less than t $300,000.

    18.2. **Contractual Liability**. Contractor shall maintain contractual liability insurance applicable to meet Contractor's obligations for indemnification for not less than

$1,000,000 and both certificates of insurance shall name Owner, it's officers, agents, and employees as additional insureds.

18.3. **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 Florida 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, its officers, agents, and employees are to be specifically included as additional insureds.
f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Owner with 30 days written notice of cancellation or restriction.

19. **General Provisions**

19.1. **Compliance with Laws**. Contractor, its employees, subcontractors, and agents, must comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract.

19.2. **Applicable Law and Venue**. Florida law applies to this Contract. Venue for any action under state law will be in the Twelfth Judicial Circuit of Florida in Sarasota County. Claims justiciable in federal court will be in the Middle District of Florida.

19.3. **Notices**. All notices or other communications permitted or required under this Contract must be in writing and must be sent to the party at that party's address set forth below or a whatever other address the party specifies in writing. Notices must be personally delivered, sent by certified or registered mail, or sent by nationally recognized overnight courier, postage prepaid. Notice is effective upon receipt.

If to the Authority: Mike Coates, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

If to the Contractor: _____
_____
_____
_____

19.4. **No Discrimination**. Contractor and its agents will not discriminate against any person on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Contract. Contractor will comply with all applicable rules, regulations, and orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

19.5. **No Third-Party Beneficiaries**. This Contract is solely for the benefit of the parties. No person or entity other than the Contractor or the Authority shall have any rights or privileges under this Contract in any capacity whatsoever, either as third-party beneficiary or otherwise.

19.6. **Assignment**. Contractor will not assign this Contract without the Authority's consent and a written amendment to this Contract.

19.7. **Waiver**. No waiver of any term of this Contract constitutes a waiver of any other provision, whether similar or dissimilar. No waiver of any term constitutes a continuing waiver. No waiver is binding unless signed in writing by the waiving party.

19.8. **Severability**. If any term of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

19.9. **Entire Contract**. This Contract constitutes the entire agreement between the parties and supersedes any prior written or oral agreements or communications between the parties. No modification or amendment of this agreement will be binding unless it is in writing and signed by both parties.

19.10. **Interpretation**. Unless the context requires otherwise, the term "include" means "including but not limited to." All words in the singular include the plural, and the use of any gender extends to and includes all genders.

19.11. **Survival**. Any provision of this Contract which by its terms binds either party after the expiration or termination of this Contract will survive the expiration or termination of this Contract.

19.12. **Costs & Attorney Fees**. If there is any legal action between Owner and Contractor arising out of this Contract, the unsuccessful party shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred by the prevailing party including any appeals.

19.13. **Waiver of Jury Trial**. To the extent permitted by law, Contractor and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Contract or any of the transactions contemplated by it.

19.14. **Public Records**. Each party shall allow public access to documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, Florida Statutes. The Contractor shall (1) keep and maintain public records that ordinarily would be required by the Authority in order to perform the service; (2) provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meet all requirements for

retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

The parties have caused their lawful representatives to execute this Contract as set forth below.

Witnesses:

_____
Signature

_____
Print name

_____
Signature

_____
Print name

Contractor:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

Attest:

_____
Signature

_____
Print name

_____
Print title

Peace River Manasota Regional Water Supply Authority:

_____
Signature

_____
Print name

_____
Print title

Approved as to Form:

_____
Douglas Manson, General Counsel
Peace River Manasota Regional Water Supply Authority

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 5

Phase 3C Regional Interconnect – Amendment No. 2 to Interlocal Agreement

---

Recommended Action -

Motion to approve the Second Amendment to the Interlocal Agreement for Regional Integrated Loop Phase 3C Interconnect Between the Peace River Manasota Regional Water Supply Authority and Sarasota County and authorize the Executive Director and General Counsel to approve minor changes if necessary for County approval of the Agreement.

On April 6, 2022, the Board approved an Interlocal Agreement with Sarasota County for Authority design and construction of the Phase 3C Regional Interconnect. The Phase 3C pipeline route begins at the northern terminus of the Regional System at State Road 72 (near Cow Pen slough) and extends approximately 7-miles north to the intersection of Fruitville and Loraine Roads in northern Sarasota County. The project provides transmission capacity to meet Sarasota County's growing needs in this area and supports future extension of the regional transmission system to interconnect with Manatee County. The approved Interlocal Agreement covers design, construction and operational phase responsibilities, and ownership interests between the Authority and the County in the Phase 3C Regional Interconnect.

On August 3, 2022, the Authority Board approved the First Amendment to the Interlocal Agreement with Sarasota County for the Phase 3C Regional Interconnect. The amendment provided methodology for valuing future interconnections to Phase 3C by parties who did not participate in the original Interlocal Agreement.

This proposed Second Amendment to the Interlocal Agreement for the Phase 3C Interconnect amends the County's cost contribution for the Project from $34.8M to $43.5M to cover increased costs for the pumping and storage components that will be constructed at the Carlton Facility. The amendment also extends the project completion timeframe from March 1, 2025 to June 1, 2026 to support the design and construction of these pumping and storage improvements. The revised Agreement will go to the Sarasota BOCC for consideration on June 4th.

Budget Action – No action needed

Attachments:`
Tab A Staff Memorandum
Tab B Interlocal Agreement showing proposed changes (red-line)
Tab C Revised final Interlocal Agreement (clean)

TAB A
Staff Memorandum

Memo

To: Mike Coates, Executive Director

From: Michael Knowles, Senior Manager, Engineering & Projects

CC: Richard Anderson, Deputy Director; Terri Holcomb, Director of Engineering

Date: 6/05/2024

Re: Second Interlocal Amendment for Regional Integrated Loop Phase 3C Interconnect

---

The Regional Integrated Loop Phase 3C Interconnect Project (Phase 3C) includes a 42-inch diameter water transmission main, storage expansion, and pump capacity increase. During preliminary engineering, the Design-Build team advanced the design of a new booster pump station near the intersection of Fruitville and Loraine Road while also working on value engineering (VE) opportunities.

The Design-Build team identified a VE opportunity for storage and pump capacity upgrades at the existing Phase 3A Pump Station (PS) at the Carlton Water Treatment Plant site that would meet the same flow and pressure goals as a new booster station while saving over half of the capital costs. Upgrades at the existing Phase 3A PS eliminate the need to develop, maintain, and operate a new, remote booster pump station. This VE option received approval from Sarasota County and the Southwest Florida Water Management District.

Project Components	April 2023	April 2024
Pipeline Final Design & Construction	$ 40,065,137.01	$ 40,065,137.01
New Booster PS GMP (1)	~~$ 24,850,000.00~~	-
Phase 3A PS Upgrades Cost Estimate	-	$ 10,200,000.00
Parallel Costs (2)	$ 12,324,565.50	$ 12,416,729.75
Contingency	$ 9,868,133.24	$ 9,868,133.24
Total Project Cost	**$62,257,835.75**	**$72,550,000.00**

(1) Storage and Pump Capacity increase re-evaluated at Phase 3A Pump Station

(2) Parallel Costs include non-construction costs for both the pipeline and the storage and pump capacity increase (i.e. preliminary engineering, owner direct purchase, easements, etc.)

This proposed Second Amendment to the Interlocal Agreement for the Phase 3C Interconnect amends the County's cost contribution to the Project to cover increased costs for the pumping and storage components that will be constructed at the Phase 3A pump station located at the County's T. Mabry Carlton, Jr. Water Treatment Facility site. The amendment also extends the project completion timeframe to support the design and construction of these pumping and storage improvements from March 1, 2025, to June 1, 2026. The revised Agreement will go to the Sarasota Board of County Commissioners for consideration on June 4th, 2024.

Budget	Current Interlocal Agreement	Proposed Interlocal Agreement
Interlocal Agreement	$ 34,800,000	$43,500,000
SWFWMD CFI	$ 26,550,000	$ 26,550,000
SWFWMD (DEP-AWS)	$ 2,500,000	$ 2,500,000
Total	**$ 63,850,000**	**$72,550,000**

Potential funding for this project in the amount of $1.25M (not shown in the table above) is currently under consideration by the Governor of Florida, having been approved by both the House and Senate.

TAB B
Interlocal Agreement showing proposed changes (red-line)

SECOND AMENDED INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 3C INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND
SARASOTA COUNTY

THIS Second Amended Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect ("Agreement") is entered into by and 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 Sarasota County ("Sarasota"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

WHEREAS, both the Authority and Sarasota are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Sarasota County, a political subdivision of the State of Florida; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively "Customers") entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended ("MWSC"); and

WHEREAS, Section 22 of the MWSC provides that the Authority must have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire,

develop, construct or operate new Authority Water Supply Facilities (the "Host County") and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS**,** the Authority has notified Sarasota of its intent to design and construct the Regional Integrated Loop System Phase 3C Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, upon the effective date of this Agreement, Sarasota, as the Host County, has given its consent to the construction of the Project and both parties desire to set forth their respective duties and obligations with respect to the construction and use of the Project; and

WHEREAS, Sarasota and the Authority agree to connect Sarasota's utility system to the Project at Delivery Point(s) that will be designated as additional Delivery Point(s) under section 10.3 of the MWSC; and

WHEREAS, this Agreement is predicated upon a proposed cooperative funding agreement between the Southwest Florida Water Management District ("SWFWMD") and the Authority for the Project, which would provide that SWFWMD fund at least fifty percent (50%) of the eligible Project costs according to SWFWMD policies; and

WHEREAS, this Agreement does not entitle Sarasota to a greater Water Allocation than that which is authorized pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, the parties recognize and agree that modifications and clarifications will be needed to the Project and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Sarasota County Administrator.

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. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the MWSC unless otherwise indicated in this Agreement.

2.1 Agreement. This Second Amended Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect.

2.2 Project. The expansion of the Authority's Regional Transmission System within Sarasota County, which includes a new potable water transmission pipeline, pumping, storage and meter facilities, and ancillary components that may be revised in accordance with section 4, which is generally shown and described in the attached Exhibits 1 and 2.

3. PURPOSE AND TERM. This Agreement sets forth the rights and obligations of the parties with respect to the construction and use of the Project. The MWSC terms and conditions also apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement begins on its effective date and will end when Sarasota no longer receives potable water from the Authority pursuant to the MWSC and any extensions and amendments.

4. CONSENT/NEW DELIVERY POINT. Sarasota consents to the construction and operation of the Project under section 22 of the MWSC. The Project's Delivery Point(s) shall be added by mutual agreement of the parties as provided in section 10.3 of the MWSC.

5. DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY. The Project shall be capable of supplying Sarasota potable water at an adequate

flow and water pressure to meet Sarasota's water needs as may be deemed appropriate and as described in Exhibits 1 and 2. The specific details of the Project, e.g., Project location, alignment, Delivery Point(s), delivery pressures, flows, and Project components, will be developed and mutually agreed to by the parties. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the Sarasota County Administrator to modify, clarify, or revise the engineering, design, construction and operation specifications of the Project as agreed in writing by both parties and Exhibits 1 and 2 shall be replaced to reflect such mutually agreed in written revisions. Any pipeline or utility appurtenances owned by Sarasota shall be located so as to maintain a reasonable clearance on all sides of the Project to allow for necessary operations and maintenance access. The Authority agrees to make reasonable efforts not to interfere with any Sarasota operations on Sarasota-owned lands and rights-of-way during the construction of the Project. Sarasota agrees to make reasonable efforts not to interfere with any Authority operations on Sarasota-owned lands and rights-of-way during the construction of the Project.

6. COLLABORATIVE CONSTRUCTION. The Authority and Sarasota will ensure that their respective consultants and contractors will work in a cooperative fashion to expedite the Projects in the most cost-effective manner.

7. FUNDING FROM SARASOTA. Sarasota shall contribute an estimated $39,500,000~~29,000,000~~ based on current forecasts for the Project's costs. A breakdown of Sarasota's estimated contributions are shown in Amended Exhibit 3. Sarasota's final contribution shall be based on the final cost of the Project paid by the Authority but will not exceed $43,500,000~~34,800,000~~ ("Sarasota Cap"). Sarasota will fund its obligations under this Agreement as provided in section 16.2 of the MWSC.

8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY

ENTITLEMENT. Funding by the Authority will include the monies for the Project that the Authority receives from SWFWMD and any other state or federal source. The Authority shall be responsible for all engineering and construction costs that exceed the Sarasota Cap. All Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 shall be retained by the Authority. All operation and maintenance costs for the Project shall be incorporated into the Authority's annual rate applicable to the Customers of the Authority pursuant to the MWSC. If the engineer's cost estimate for the Project exceeds the Total Project Cost for the Project shown on Exhibit 3, either party shall have the option to declare this Agreement null and void.

9. SARASOTA HYDRAULIC CAPACITY ENTITLEMENT. Sarasota's Hydraulic Capacity Entitlement in the Project shall be determined by calculating its percentage share of the final cost of the Project after its completion, with the Executive Director of the Authority and the Sarasota County Administrator certifying in writing the final percentage share of the cost to the Authority and Sarasota.

10. PAYMENT FOR USE OF AUTHORITY'S AND/OR SARASOTA'S HYDRAULIC CAPACITY ENTITLEMENT.

10.1 If a Customer requests to purchase Hydraulic Capacity Entitlement for this Project, the Authority will notify Sarasota in writing the amount (percentage) of Hydraulic Capacity the Customer requests to purchase ("Purchase Request"). Sarasota shall have Thirty (30) days from the receipt of the Purchase Request to notify the Authority in writing if it will sell any of its Hydraulic Capacity Entitlement and designate the percent amount for sale. Whether to sell, and the amount to sell, are in the sole discretion of Sarasota. If Sarasota does not wish to sell any portion of its Hydraulic Capacity, the Authority may sell a portion of Authority capacity in the pipeline. Once the amount the Customer will purchase is determined, Customer and Authority will

enter into an agreement establishing Customer's Hydraulic Capacity Entitlement. The Hydraulic Entitlement Capacity Fee shall be the percentage of Hydraulic Capacity Entitlement provided to the Customer of the future value of the total Debt Funded Project Cost at the time of the sale of capacity. This future value is calculated by applying the Engineering News Record (ENR) Construction Cost Index to the Debt Funded Project Cost from date of final completion of the Project to the date of the sale of the capacity to the Customer. Hydraulic Entitlement Capacity Fee shall be paid to the party or parties that supply the Hydraulic Capacity in whole or in part on a pro-rata basis on the percentage supplied by Sarasota or the Authority.

10.2 If the Authority sells its Hydraulic Capacity Entitlement, one hundred percent (100%) of the Hydraulic Entitlement Capacity Fee paid by Customer to the Authority shall be applied to the remaining Debt Service Cost of the Project.

11. REAL PROPERTY AND EASEMENTS.

11.1 Real Property Acquisition. Sarasota shall cooperate with the Authority in the Authority's acquisition of all interests in real property (if any) necessary for the Project. Sarasota shall pay all reasonable costs for acquisition of real property interests necessary for the Project. The Authority shall involve Sarasota with the property valuations prior to acquisitions.

11.2 Any property located in Sarasota County acquired by the Authority for the Project shall be transferred in fee simple to the County after the Authority has recorded an easement pursuant to this section, in its name, necessary for the Project.

11.3 Easements. Sarasota and the Authority will execute the necessary documents, including easements or license agreements for lands owned by Sarasota.

11.3.1 Construction Easements. Sarasota shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The

Authority shall provide in the contracts with all contractors for the Project, that in addition to the Authority, Sarasota shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Sarasota facilities along the Project route.

11.3.2 Perpetual, Nonexclusive and Exclusive Easements. Sarasota shall grant perpetual, nonexclusive and exclusive easements to the Authority for all real property owned by Sarasota on or within which the Project is located at no cost to the Authority. Exclusive easements will be issued for lands beneath and immediately adjacent to new storage tanks, pumping stations and electrical buildings for the Project. In addition, Sarasota shall cause to be conveyed to the Authority all easements covering areas needed to access and operate the Project by recordable document in a form satisfactory to both the Authority and Sarasota at no cost to the Authority.

11.3.3 Ownership. The Authority shall retain in its own name any easement interest in real property acquired by or granted to the Authority in connection with the Project.

12. PERMITS. The Authority shall use its best efforts to obtain all permits necessary to construct and operate the Project, and Sarasota shall promptly cooperate with the Authority in obtaining such permits.

13. OPERATIONAL PROTOCOL. The Authority Executive Director and Sarasota County Administrator shall revise the existing written operational protocol developed for the Phase 3B Regional Interconnect Project ("Operational Protocol") to include protocol for operating and maintenance of the Project prior to the commencement of construction of the Project. At a minimum, the Operational Protocol will define the rights and obligations of the responsible parties with respect to the operations, maintenance and regulatory activities necessary for the Authority to meet its obligation to provide potable water to Sarasota. Nothing in the Operational Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is

delegated to the Executive Director of the Authority and the County Administrator of Sarasota to modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

14. COMPLETION DATE. The Authority shall make all reasonable efforts to complete the Project no later than June ~~March~~ 1, 2026~~5~~.

15. OWNERSHIP INTERESTS. Nothing within this Agreement or any previous agreements shall be construed to convey to Sarasota any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Regional Transmission System, including this Project. The Authority shall have complete ownership of the Project.

16. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Sarasota shall remain owned by Sarasota unless otherwise mutually agreed upon by the parties.

17. RATES. The rates charged to Sarasota for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

18. FUTURE CONNECTIONS. Sarasota shall give the Authority thirty (30) days notice of any intended tie-ins or interconnections to this Project and the Authority shall not unreasonably withhold its approval of any such connections.

19. NOTICES. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via email or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by

like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Sarasota, the Authority shall have this Agreement recorded in the Public Records of Sarasota and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Sarasota and Manatee Counties ("Effective Date").

21. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive venue for any litigation involving this Agreement shall be in Hillsborough County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

22. ENTIRE AGREEMENT. The parties agree there are no commitments, agreements, or understandings concerning the Project that are not contained in this document, and that this Agreement together with the MWSC shall constitute the entire agreement of the parties with regard to the Project.

23. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Sarasota except as provided for in section 5.

24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

25. WAIVER. Unless otherwise specifically provided by the terms of this Agreement,

no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

26. SEVERABILITY. In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

27. SOVEREIGN IMMUNITY. The parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the Doctrine of Sovereign

Immunity or by operation of law.

28. DISPUTES. Both parties agree to follow the directives of the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes.

29. DEFAULT AND REMEDY. Recognizing the region's paramount need for a safe and dependable source of water supply, the parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

30. ATTORNEYS FEES AND COST. In the event there is litigation arising under or related to this Agreement, each party shall pay its own attorney's fees and costs and expenses incurred in enforcing the Agreement, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.

31. FURTHER ASSURANCES. The parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

32. CONSENTS. To the extent that the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

33. GOOD FAITH. The parties agree to exercise good faith and fair dealing in respect

to all matters relating to this Agreement.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any party a partner or joint venturer, or to create any fiduciary relationship among the parties. Nothing within the Agreement or any previous agreement shall be construed to convey to Sarasota any ownership interest in any portion of the Authority Water System, including the Project.

36. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

37. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

38. AMBIGUITY. The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

39. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on _____, 2024~~2~~.

ATTEST:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

_____
Mike Coates
Executive Director

_____
Chair

Date: _____

Approved as to Form:

_____
Douglas Manson
General Counsel for the Authority

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of , 2024~~2~~.

Notary Public
Print Name: _____
My Commission Number:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By:_____
Deputy Clerk

_____
Chair

Date:_____

Approved as to form and correctness:

_____
County Attorney

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, Florida and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of , 2024~~2~~.

Notary Public
Print Name: _____
My Commission Number:

EXHIBIT 1
Project Location & Conceptual Pipeline Alignment

EXHIBIT 2
General Description of Project Components

a) Pipeline: Approximately 10 miles of 42-inch to 48-inch diameter pipe which begins near the northern end of the existing Phase 3B Regional Interconnect with Sarasota County near SR 72, then extending generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a new delivery location (yet to be defined) with the County.

b) Pumping and Storage: New 10 MGD (initial capacity) regional pumping station, with 2 MG to 5 MG finished water storage located near the northern end of the Phase 3C Regional Interconnect.

c) Appurtenances: Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.

d) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

AMENDED EXHIBIT 3
Estimated Project Costs

Item	Total Project Cost	Sarasota Funding	SWFWMD Co-Funding / AWS/ Grants *
Probable Costs Subject to SWFWMD Co-Funding			
42" Diameter Pipeline w/ Guaranteed Maximum Price	$ 59,850,000	$ 34,875,000	$ 24,975,000
5MG Finished Water Storage Tank	$ 10,200,000	$ 6,125,000	$ 4,075,000
Subtotal Engineering & Construction	$ 60,150,000	$ 31,100,000	$ 29,050,000
Total Engineering & Construction	$ 70,050,000	$ 41,000,000	$ 29,050,000
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	$ 2,100,000	$ 2,100,000	$ -
Legal & Other	$ 400,000	$ 400,000	$ -
Total	$ 72,550,000	$ 43,500,000	$ 29,050,000

*Note: This column does not reflect prior funding payments or grant funding requests that have not received final approval but could total approximately $4M.

The second amendment replaces the original Exhibit 3, Estimated Project Costs with an updated version calling it Amended Exhibit 3, Estimated Project Costs. The updated estimated project costs are reflected in the changes in paragraph 7, showing the increase in project costs to Sarasota.

TAB C
Revised final Interlocal Agreement (clean)

SECOND AMENDED INTERLOCAL AGREEMENT FOR
REGIONAL INTEGRATED LOOP SYSTEM PHASE 3C INTERCONNECT
BETWEEN
THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND
SARASOTA COUNTY

THIS Second Amended Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect ("Agreement") is entered into by and 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 Sarasota County ("Sarasota"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, which has the authority to provide water utility service within Sarasota County.

RECITALS:

WHEREAS, both the Authority and Sarasota are authorized to enter into interlocal agreements pursuant to Chapter 163, Florida Statutes; and

WHEREAS, the Authority; Sarasota County, a political subdivision of the State of Florida; Manatee County, a political subdivision of the State of Florida; Charlotte County, a political subdivision of the State of Florida; DeSoto County, a political subdivision of the State of Florida; and the City of North Port, a municipal corporation of the State of Florida (collectively "Customers") entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract, effective October 5, 2005, as amended ("MWSC"); and

WHEREAS, Section 22 of the MWSC provides that the Authority must have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire,

develop, construct or operate new Authority Water Supply Facilities (the "Host County") and the Host County shall notify the Authority of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities; and

WHEREAS**,** the Authority has notified Sarasota of its intent to design and construct the Regional Integrated Loop System Phase 3C Interconnect (Project), which will be owned and operated by the Authority; and

WHEREAS, upon the effective date of this Agreement, Sarasota, as the Host County, has given its consent to the construction of the Project and both parties desire to set forth their respective duties and obligations with respect to the construction and use of the Project; and

WHEREAS, Sarasota and the Authority agree to connect Sarasota's utility system to the Project at Delivery Point(s) that will be designated as additional Delivery Point(s) under section 10.3 of the MWSC; and

WHEREAS, this Agreement is predicated upon a proposed cooperative funding agreement between the Southwest Florida Water Management District ("SWFWMD") and the Authority for the Project, which would provide that SWFWMD fund at least fifty percent (50%) of the eligible Project costs according to SWFWMD policies; and

WHEREAS, this Agreement does not entitle Sarasota to a greater Water Allocation than that which is authorized pursuant to the provisions of the MWSC and any amendments thereto; and

WHEREAS, the parties recognize and agree that modifications and clarifications will be needed to the Project and that such changes shall be made by mutual agreement by the Executive Director of the Authority and the Sarasota County Administrator.

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. **INCORPORATION OF RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** All capitalized terms used but not defined in this Agreement have the meanings ascribed to them in the MWSC unless otherwise indicated in this Agreement.

2.1 Agreement. This Second Amended Interlocal Agreement for Regional Integrated Loop System Phase 3C Interconnect.

2.2 Project. The expansion of the Authority's Regional Transmission System within Sarasota County, which includes a new potable water transmission pipeline, pumping, storage and meter facilities, and ancillary components that may be revised in accordance with section 4, which is generally shown and described in the attached Exhibits 1 and 2.

3. PURPOSE AND TERM. This Agreement sets forth the rights and obligations of the parties with respect to the construction and use of the Project. The MWSC terms and conditions also apply to all aspects of the potable water delivered pursuant to this Agreement. The term of this Agreement begins on its effective date and will end when Sarasota no longer receives potable water from the Authority pursuant to the MWSC and any extensions and amendments.

4. CONSENT/NEW DELIVERY POINT. Sarasota consents to the construction and operation of the Project under section 22 of the MWSC. The Project's Delivery Point(s) shall be added by mutual agreement of the parties as provided in section 10.3 of the MWSC.

5. DESIGN AND CONSTRUCTION OF THE PROJECT/WATER DELIVERY. The Project shall be capable of supplying Sarasota potable water at an adequate

flow and water pressure to meet Sarasota's water needs as may be deemed appropriate and as described in Exhibits 1 and 2. The specific details of the Project, e.g., Project location, alignment, Delivery Point(s), delivery pressures, flows, and Project components, will be developed and mutually agreed to by the parties. As may be needed, authority and responsibility is delegated to the Executive Director of the Authority and the Sarasota County Administrator to modify, clarify, or revise the engineering, design, construction and operation specifications of the Project as agreed in writing by both parties and Exhibits 1 and 2 shall be replaced to reflect such mutually agreed in written revisions. Any pipeline or utility appurtenances owned by Sarasota shall be located so as to maintain a reasonable clearance on all sides of the Project to allow for necessary operations and maintenance access. The Authority agrees to make reasonable efforts not to interfere with any Sarasota operations on Sarasota-owned lands and rights-of-way during the construction of the Project. Sarasota agrees to make reasonable efforts not to interfere with any Authority operations on Sarasota-owned lands and rights-of-way during the construction of the Project.

6. COLLABORATIVE CONSTRUCTION. The Authority and Sarasota will ensure that their respective consultants and contractors will work in a cooperative fashion to expedite the Projects in the most cost-effective manner.

7. FUNDING FROM SARASOTA. Sarasota shall contribute an estimated $39,500,000 based on current forecasts for the Project's costs. A breakdown of Sarasota's estimated contributions are shown in Amended Exhibit 3. Sarasota's final contribution shall be based on the final cost of the Project paid by the Authority but will not exceed $43,500,000 ("Sarasota Cap"). Sarasota will fund its obligations under this Agreement as provided in section 16.2 of the MWSC.

8. AUTHORITY FUNDING AND HYDRAULIC CAPACITY

ENTITLEMENT. Funding by the Authority will include the monies for the Project that the Authority receives from SWFWMD and any other state or federal source. The Authority shall be responsible for all engineering and construction costs that exceed the Sarasota Cap. All Hydraulic Capacity in the Project that is not granted to Sarasota pursuant to section 9 shall be retained by the Authority. All operation and maintenance costs for the Project shall be incorporated into the Authority's annual rate applicable to the Customers of the Authority pursuant to the MWSC. If the engineer's cost estimate for the Project exceeds the Total Project Cost for the Project shown on Exhibit 3, either party shall have the option to declare this Agreement null and void.

9. SARASOTA HYDRAULIC CAPACITY ENTITLEMENT. Sarasota's Hydraulic Capacity Entitlement in the Project shall be determined by calculating its percentage share of the final cost of the Project after its completion, with the Executive Director of the Authority and the Sarasota County Administrator certifying in writing the final percentage share of the cost to the Authority and Sarasota.

10. PAYMENT FOR USE OF AUTHORITY'S AND/OR SARASOTA'S HYDRAULIC CAPACITY ENTITLEMENT.

10.1 If a Customer requests to purchase Hydraulic Capacity Entitlement for this Project, the Authority will notify Sarasota in writing the amount (percentage) of Hydraulic Capacity the Customer requests to purchase ("Purchase Request"). Sarasota shall have Thirty (30) days from the receipt of the Purchase Request to notify the Authority in writing if it will sell any of its Hydraulic Capacity Entitlement and designate the percent amount for sale. Whether to sell, and the amount to sell, are in the sole discretion of Sarasota. If Sarasota does not wish to sell any portion of its Hydraulic Capacity, the Authority may sell a portion of Authority capacity in the pipeline. Once the amount the Customer will purchase is determined, Customer and Authority will

enter into an agreement establishing Customer's Hydraulic Capacity Entitlement. The Hydraulic Entitlement Capacity Fee shall be the percentage of Hydraulic Capacity Entitlement provided to the Customer of the future value of the total Debt Funded Project Cost at the time of the sale of capacity. This future value is calculated by applying the Engineering News Record (ENR) Construction Cost Index to the Debt Funded Project Cost from date of final completion of the Project to the date of the sale of the capacity to the Customer. Hydraulic Entitlement Capacity Fee shall be paid to the party or parties that supply the Hydraulic Capacity in whole or in part on a pro-rata basis on the percentage supplied by Sarasota or the Authority.

10.2 If the Authority sells its Hydraulic Capacity Entitlement, one hundred percent (100%) of the Hydraulic Entitlement Capacity Fee paid by Customer to the Authority shall be applied to the remaining Debt Service Cost of the Project.

11. REAL PROPERTY AND EASEMENTS.

11.1 Real Property Acquisition. Sarasota shall cooperate with the Authority in the Authority's acquisition of all interests in real property (if any) necessary for the Project. Sarasota shall pay all reasonable costs for acquisition of real property interests necessary for the Project. The Authority shall involve Sarasota with the property valuations prior to acquisitions.

11.2 Any property located in Sarasota County acquired by the Authority for the Project shall be transferred in fee simple to the County after the Authority has recorded an easement pursuant to this section, in its name, necessary for the Project.

11.3 Easements. Sarasota and the Authority will execute the necessary documents, including easements or license agreements for lands owned by Sarasota.

11.3.1 Construction Easements. Sarasota shall grant the necessary construction easements to the Authority to allow for the construction of the Project at no cost to the Authority. The

Authority shall provide in the contracts with all contractors for the Project, that in addition to the Authority, Sarasota shall have the authority to issue a stop work demand if a construction activity endangers, interferes or damages existing Sarasota facilities along the Project route.

11.3.2 Perpetual, Nonexclusive and Exclusive Easements. Sarasota shall grant perpetual, nonexclusive and exclusive easements to the Authority for all real property owned by Sarasota on or within which the Project is located at no cost to the Authority. Exclusive easements will be issued for lands beneath and immediately adjacent to new storage tanks, pumping stations and electrical buildings for the Project. In addition, Sarasota shall cause to be conveyed to the Authority all easements covering areas needed to access and operate the Project by recordable document in a form satisfactory to both the Authority and Sarasota at no cost to the Authority.

11.3.3 Ownership. The Authority shall retain in its own name any easement interest in real property acquired by or granted to the Authority in connection with the Project.

12. PERMITS. The Authority shall use its best efforts to obtain all permits necessary to construct and operate the Project, and Sarasota shall promptly cooperate with the Authority in obtaining such permits.

13. OPERATIONAL PROTOCOL. The Authority Executive Director and Sarasota County Administrator shall revise the existing written operational protocol developed for the Phase 3B Regional Interconnect Project ("Operational Protocol") to include protocol for operating and maintenance of the Project prior to the commencement of construction of the Project. At a minimum, the Operational Protocol will define the rights and obligations of the responsible parties with respect to the operations, maintenance and regulatory activities necessary for the Authority to meet its obligation to provide potable water to Sarasota. Nothing in the Operational Protocol shall conflict or supersede this Agreement. As may be needed, authority and responsibility is

delegated to the Executive Director of the Authority and the County Administrator of Sarasota to modify, clarify and revise the Operational Protocol upon mutual agreement of both parties.

14. COMPLETION DATE. The Authority shall make all reasonable efforts to complete the Project no later than June 1, 2026.

15. OWNERSHIP INTERESTS. Nothing within this Agreement or any previous agreements shall be construed to convey to Sarasota any ownership interest in any portion of the assets of the Authority Water Supply Facilities and Regional Transmission System, including this Project. The Authority shall have complete ownership of the Project.

16. EXISTING INFRASTRUCTURE. All existing infrastructure owned by Sarasota shall remain owned by Sarasota unless otherwise mutually agreed upon by the parties.

17. RATES. The rates charged to Sarasota for water delivered through the Regional Transmission System and this Project shall be governed by the MWSC.

18. FUTURE CONNECTIONS. Sarasota shall give the Authority thirty (30) days notice of any intended tie-ins or interconnections to this Project and the Authority shall not unreasonably withhold its approval of any such connections.

19. NOTICES. All notices, demands, requests, and other communications hereunder shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, or via email or sent by certified or registered mail, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday, or a day on which United States mail is not delivered: the Authority's Executive Director's Office, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202; Sarasota County Administrator, 1660 Ringling Blvd., Sarasota, Florida 34236. Any party may, by

like notice, designate any further or different address to which subsequent notices shall be sent. Any notices hereunder signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee.

20. RECORDATION OF AGREEMENT AND EFFECTIVE DATE. Upon execution of this Agreement by the Authority and Sarasota, the Authority shall have this Agreement recorded in the Public Records of Sarasota and Manatee Counties. This Agreement shall take effect upon the filing of fully executed copies with the Clerks of the Circuit Court of Sarasota and Manatee Counties ("Effective Date").

21. APPLICABLE LAW AND VENUE. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive venue for any litigation involving this Agreement shall be in Hillsborough County, Florida, if filed in state court and in the Middle District of Florida if filed in federal court.

22. ENTIRE AGREEMENT. The parties agree there are no commitments, agreements, or understandings concerning the Project that are not contained in this document, and that this Agreement together with the MWSC shall constitute the entire agreement of the parties with regard to the Project.

23. AMENDMENTS. This Agreement may be amended only by a writing duly executed by the Authority and Sarasota except as provided for in section 5.

24. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof inure to or for the benefit of any third party.

25. WAIVER. Unless otherwise specifically provided by the terms of this Agreement,

no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by any party and thereafter waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressed or impliedly, any other breach under this Agreement.

26. SEVERABILITY. In the event any provision of this Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

27. SOVEREIGN IMMUNITY. The parties intend to avail themselves of the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore, neither party is jointly liable for the torts of the officers or employees of the other, or any other tort attributable to the other, and that each party shall be liable for the torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes, and other applicable law. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the Doctrine of Sovereign

Immunity or by operation of law.

28. DISPUTES. Both parties agree to follow the directives of the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes.

29. DEFAULT AND REMEDY. Recognizing the region's paramount need for a safe and dependable source of water supply, the parties agree the remedy for a breach of the Agreement shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

30. ATTORNEYS FEES AND COST. In the event there is litigation arising under or related to this Agreement, each party shall pay its own attorney's fees and costs and expenses incurred in enforcing the Agreement, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings.

31. FURTHER ASSURANCES. The parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by the other party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

32. CONSENTS. To the extent that the consent of any party to this Agreement is required as a condition to the action of other parties, such consent shall not be unreasonably withheld.

33. GOOD FAITH. The parties agree to exercise good faith and fair dealing in respect

to all matters relating to this Agreement.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and Sarasota.

35. RELATIONSHIP OF THE PARTIES. Nothing herein shall be deemed to constitute any party a partner or joint venturer, or to create any fiduciary relationship among the parties. Nothing within the Agreement or any previous agreement shall be construed to convey to Sarasota any ownership interest in any portion of the Authority Water System, including the Project.

36. EXECUTION OF AGREEMENT. This Agreement shall be executed in two duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute the same instrument.

37. SECTION CAPTIONS AND REFERENCES. The section headings and captions contained herein are included for convenience only and shall not be considered part of this Agreement or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Agreement.

38. AMBIGUITY. The parties agree that each one has played an equal part in the negotiation and drafting of this Agreement, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each party.

39. INTERLOCAL AGREEMENT. This Agreement shall constitute an interlocal agreement pursuant to section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the Authority and Sarasota have executed this Agreement on

_____, 2024.

ATTEST:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

_____
Mike Coates
Executive Director

_____
Chair

Date: _____

Approved as to Form:

_____
Douglas Manson
General Counsel for the Authority

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of , 2024.

Notary Public
Print Name: _____
My Commission Number:

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

ATTEST:

By:_____
Deputy Clerk

_____
Chair

Date:_____

Approved as to form and correctness:

_____
County Attorney

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, Florida and acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of , 2024.

Notary Public
Print Name: _____
My Commission Number:

EXHIBIT 1
Project Location & Conceptual Pipeline Alignment

EXHIBIT 2
General Description of Project Components

a) Pipeline: Approximately 10 miles of 42-inch to 48-inch diameter pipe which begins near the northern end of the existing Phase 3B Regional Interconnect with Sarasota County near SR 72, then extending generally north to the approximate vicinity of the intersection of Fruitville and Lorraine Roads where it will terminate at a new delivery location (yet to be defined) with the County.

b) Pumping and Storage: New 10 MGD (initial capacity) regional pumping station, with 2 MG to 5 MG finished water storage located near the northern end of the Phase 3C Regional Interconnect.

c) Appurtenances: Metering facilities, chemical adjustment, telemetry, back-up power supply and other appurtenances as deemed appropriate to make the project fully functional for water transfer and delivery.

d) Delivery of Potable Water: A high degree of flexibility to enable delivery of required supply and support future extension/expansion of the regional system.

AMENDED EXHIBIT 3
Estimated Project Costs

Item	Total Project Cost	Sarasota Funding	SWFWMD Co-Funding / AWS/ Grants *
Probable Costs Subject to SWFWMD Co-Funding			
42" Diameter Pipeline w/ Guaranteed Maximum Price	$ 59,850,000	$ 34,875,000	$ 24,975,000
5MG Finished Water Storage Tank	$ 10,200,000	$ 6,125,000	$ 4,075,000
Subtotal Engineering & Construction	$ 60,150,000	$ 31,100,000	$ 29,050,000
Total Engineering & Construction	$ 70,050,000	$ 41,000,000	$ 29,050,000
Probable Costs Not Subject to SWFWMD Funding			
Property & Easements	$ 2,100,000	$ 2,100,000	$ -
Legal & Other	$ 400,000	$ 400,000	$ -
Total	$ 72,550,000	$ 43,500,000	$ 29,050,000

*Note: This column does not reflect prior funding payments or grant funding requests that have not received final approval but could total approximately $4M.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 6

Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application Fee

---

Recommended Action - **Motion** to approve the 'Water Infrastructure Finance and Innovation Act' (WIFIA) loan application submission fee of $100,000.

On April 22, 2024, the Authority received notice that our Letter-of-Intent (LOI) submitted to the Federal Governments 'Water Infrastructure Finance and Innovation Act' (WIFIA) program was accepted. The WIFIA program is a federal government program that makes large infrastructure loans at competitive interest rates and terms. WIFIA is one of the financing options available for projects in the Authority's Capital Improvements Program.

A Letter-of-Intent is the first step in the loan application process and includes information about an infrastructure program (the Authority's CIP in this case) for which financing would be requested. WIFIA issues an 'Invitation to Apply' for a loan upon evaluation and acceptance of the Letter-of-Intent. The next step in this process is submittal of the WIFIA loan application. Staff proposes to complete and submit a WIFIA loan application for the Peace River Reservoir No. 3 Project prior to August 2024, and is seeking approval for the loan application submission fee of $100,000. This application fee is non-refundable but is credited toward the cost of issuance upon loan closing.

Budget Action: No action needed.

Attachments:
WIFIA – Invitation to Apply

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

04/23/2024

Ms. Ann Lee
Finance & Budget Sr. Manager
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Subject: Peace River Manasota Regional Water Supply Authority Selection Notification

Dear Ms. Lee,

Thank you for submitting your Water Infrastructure Finance and Innovation Act (WIFIA) letter of interest. We have reviewed these materials and are very pleased to inform you that the CIP Program Project has been selected to submit an application pending the necessary regulatory processes and has been assigned the WIFIA ID number 23118FL.

You are being invited to apply for a loan for up to $538,020,000 but not to exceed 49 percent of total eligible project costs. We have administratively reserved funding for your project and will hold this funding as long as we receive your application by 6/30/2025. You may request an increase in your loan amount during the application process. Loan increase requests will be reviewed on a case-by-case basis and are subject to the availability of funding.

We will soon be reaching out to you to schedule an initial pre-application meeting to discuss the WIFIA process in greater detail. Amelia Letnes will be your point of contact and is available by e-mail at letnes.amelia@epa.gov or by phone at (202) 564-5627 to answer any immediate questions you may have.

Once we receive your complete application, the WIFIA team will commence underwriting your transaction. Receipt of a WIFIA loan remains subject to negotiation of an agreement on terms and conditions satisfactory to the Agency as well as the project's compliance with Federal requirements, including the National Environmental Protection Act (NEPA) and domestic preference laws.

We look forward to working with you on this project.

Sincerely,

Jorianne Jernberg
Director, WIFIA Program

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CONSENT AGENDA
ITEM 7

Declaration of Surplus

Recommended Action - **Motion** to approve Declaration of Surplus as listed and authorize the Executive Director to arrange for the public sale through auction of said materials and dispose of any materials left unsold.

In accordance with the Authority's Procurement Policy, supplies may be declared surplus by the Board if they are no longer of use to the Authority including obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle. Supplies declared surplus will be offered through online public auction, recycled, donated to other government agencies and/or nonprofit organizations, or disposal if there are no offers for purchase or donation.

Budget Action: No action needed.

Attachments:
Surplus Sale List

Peace River Manasota
Regional Water Supply Authority

Surplus List: June 5, 2024

Equipment Type	Description	Condition	Asset Tag
Portable Waterproof pH/mV/C Meter	Portable pH meters are designed to be used away from the physical lab to measure the acidity or alkalinity of liquids in remote locations.	not usable	241
2100P Turbidimeter	An instrument used for measuring the turbidity of a liquid, determining the surface area of suspended particles.	not usable	2-0330
YSI Multiparameter Water Quality Sonde	Multiparameter meters measure several water quality parameters including pH, conductivity, dissolved oxygen, turbidity, salinity, and barometric pressure of different water bodies.	not usable	N/A
Laptop	Dell Mobile Precision 5520	Working	593
Laptop	Dell Mobile Precision 5520	Working	596

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 1

Water Supply Conditions Report

Presenter - Jim Guida, Water Resources & Planning 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 May 18, 2024.

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

May Water Demand	33.22 MGD
May River Withdrawals	0.00 MGD
Storage Volume:	
Reservoirs	4.99 BG
ASR	8.68 BG
Total	13.67 BG

Attachments:
Presentation Materials

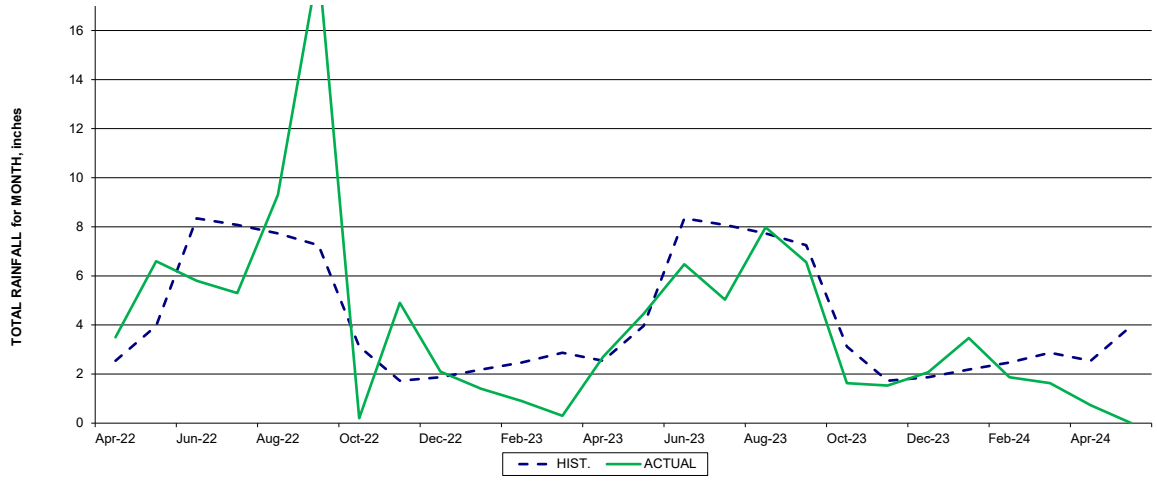
Water Supply Conditions

Regular Item 1
June 05, 2024

Peace River Manasota Regional Water Supply Authority

1

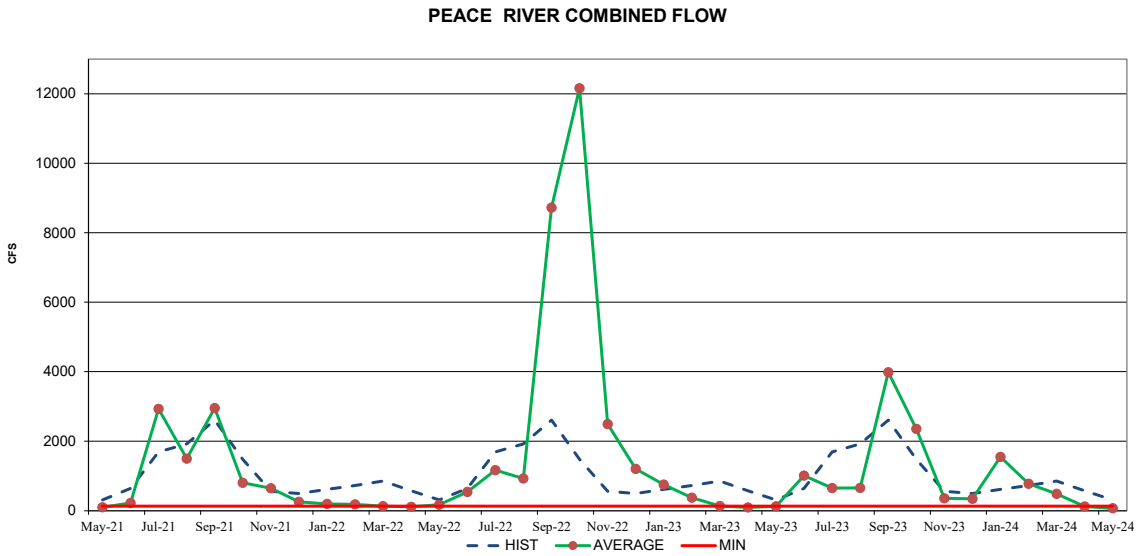
Peace River Basin Average Rainfall



Peace River Manasota Regional Water Supply Authority

2

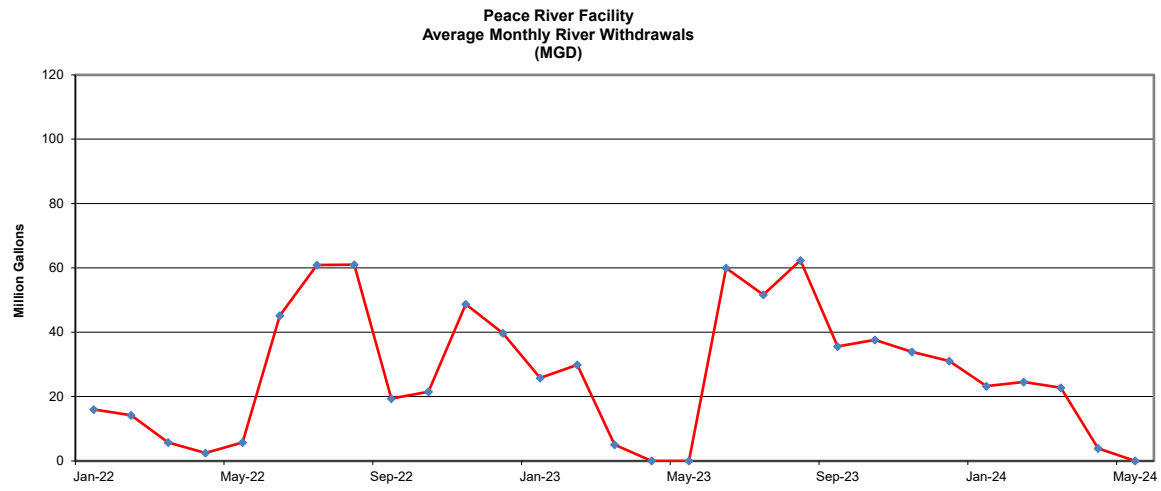
River Flows



Peace River Manasota
Regional Water Supply Authority

3

River Withdrawals



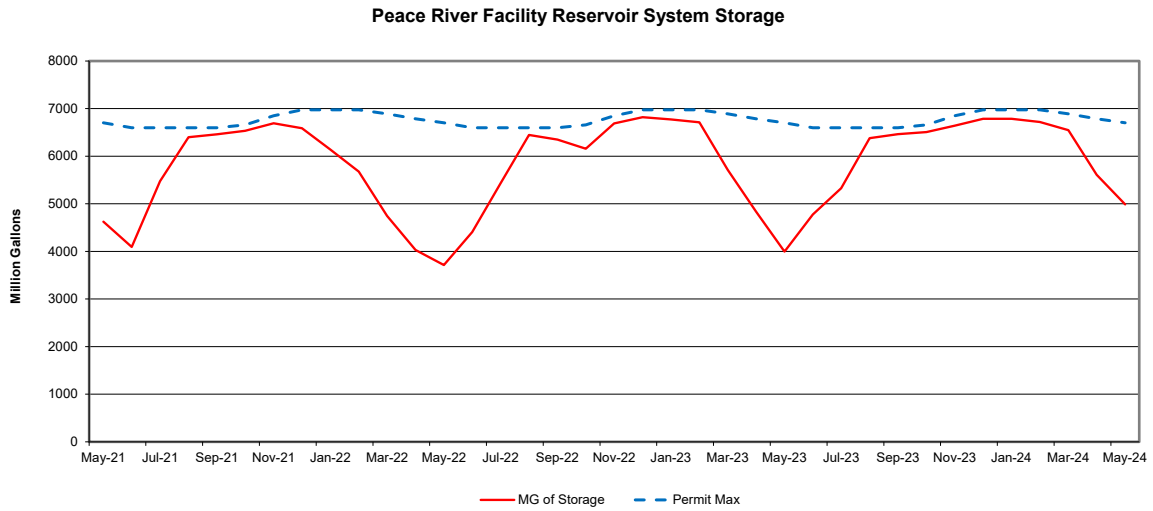
River Withdrawals

April – 3.9 MGD May 0.00 MGD

Peace River Manasota
Regional Water Supply Authority

4

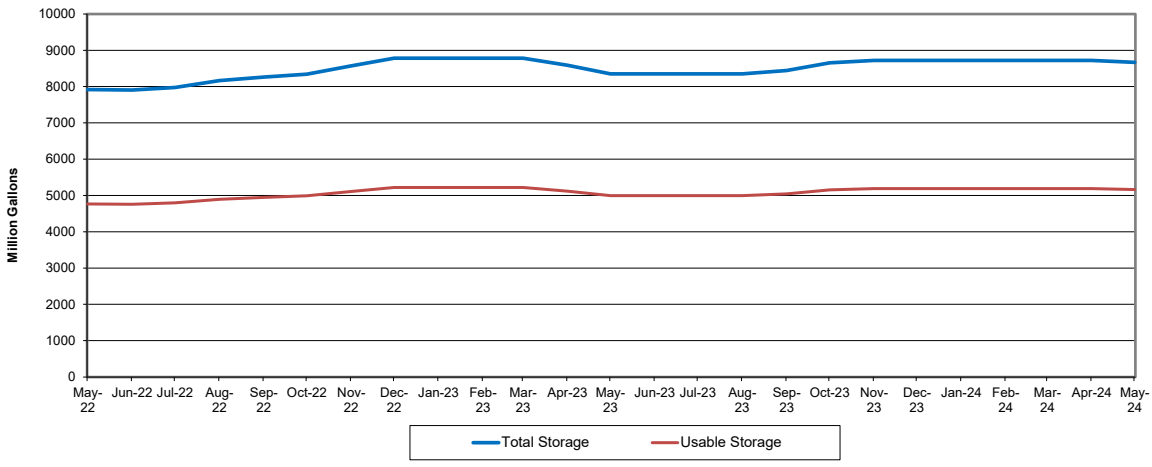
Surface Water Storage



Peace River Manasota Regional Water Supply Authority

5

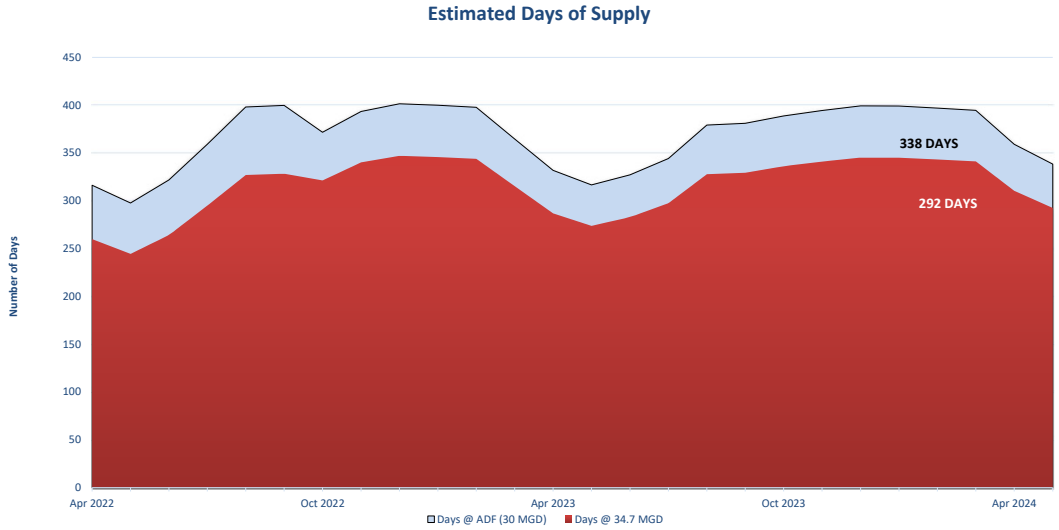
ASR Storage



Peace River Manasota Regional Water Supply Authority

6

Estimated Days of Supply



Peace River Manasota Regional Water Supply Authority

7

Regional Water Production and Use April 2024

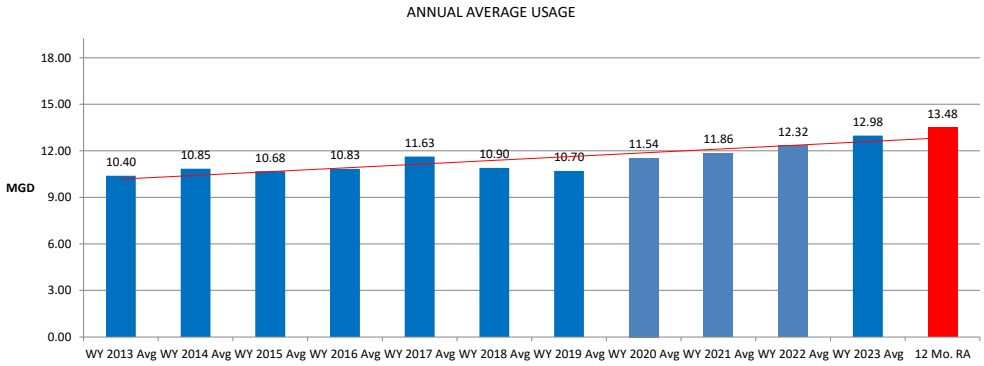
Source	Capacity [MGD]	April 2024 [MGD]
Authority System	34.70	30.62
County & City Facilities	69.97	62.34
Total Capacity & Production	104.7	92.96
Export to Non Authority Customers	NA	3.85
Authority Customer Total Water Use	104.7	89.11

Peace River Manasota Regional Water Supply Authority

8

Charlotte County

SOURCE	CAPACITY [MGD]	APRIL 2024 [MGD]	% UTILIZED
Peace River Facilities	16.10	13.75	85%
Charlotte Self Supply	3.17	0.87	27%
TOTAL	19.27	14.62	73%

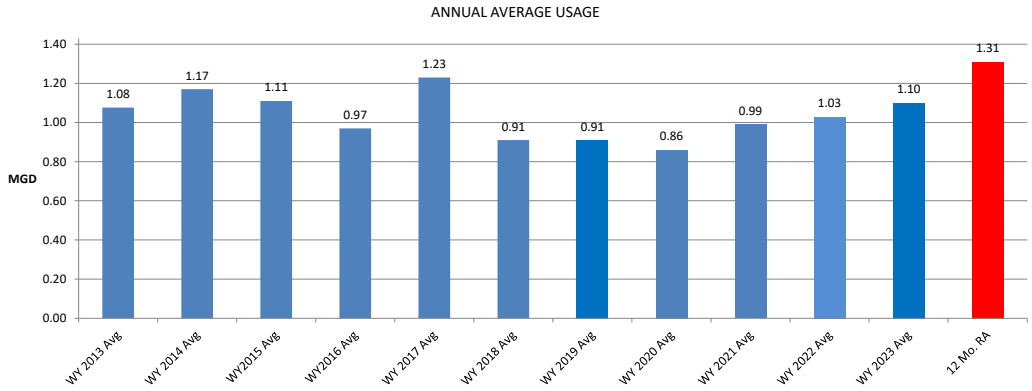


Peace River Manasota Regional Water Supply Authority

9

Desoto County

SOURCE	CAPACITY [MGD]	APRIL 2024 [MGD]	% UTILIZED
Peace River Facilities	0.695	0.90	130%
Desoto Self Supply	0.75	0.32	43%
TOTAL	1.425	1.22	85%

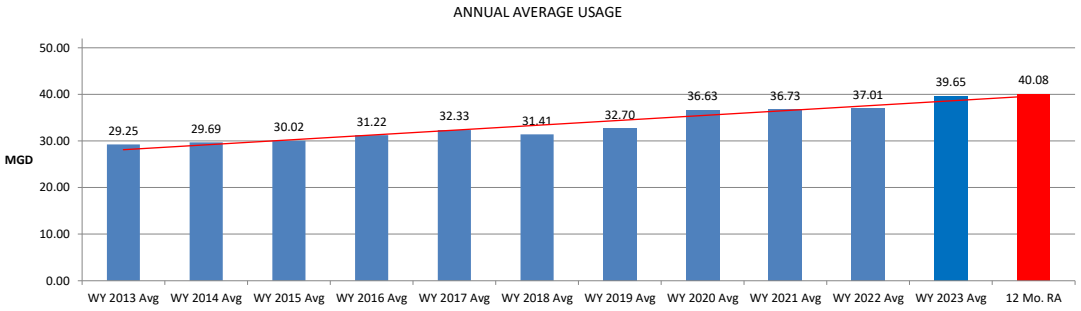


Peace River Manasota Regional Water Supply Authority

10

Manatee County

SOURCE	CAPACITY [MGD]	APRIL 2024 [MGD]	% UTILIZED
Manatee Self Supply	52.00	43.52	83.7%
Export to Sarasota Co.	NA	3.99	
Export to Others	NA	3.85	
TOTAL	52.00	51.35	99%

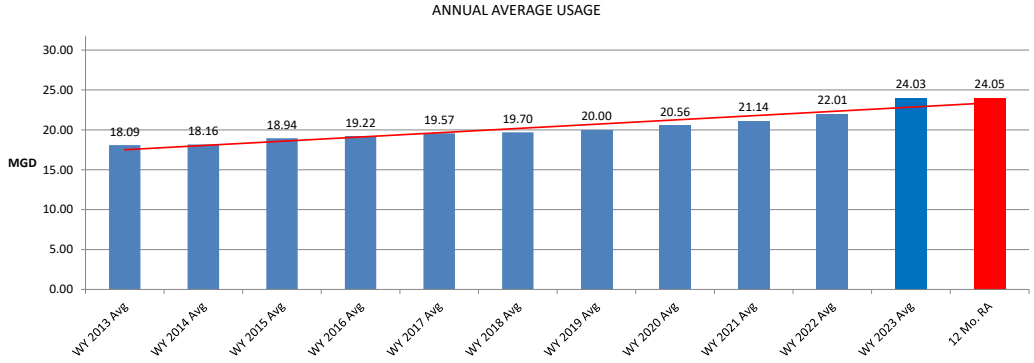


Peace River Manasota Regional Water Supply Authority

11

Sarasota County

SOURCE	CAPACITY [MGD]	APRIL 2024 [MGD]	% UTILIZED
Peace River Facilities	15.06	14.72	98%
Import from Others	5.00	3.99	80%
County Self Supply	10.52	6.46	61%
TOTAL	33.58	25.17	75%

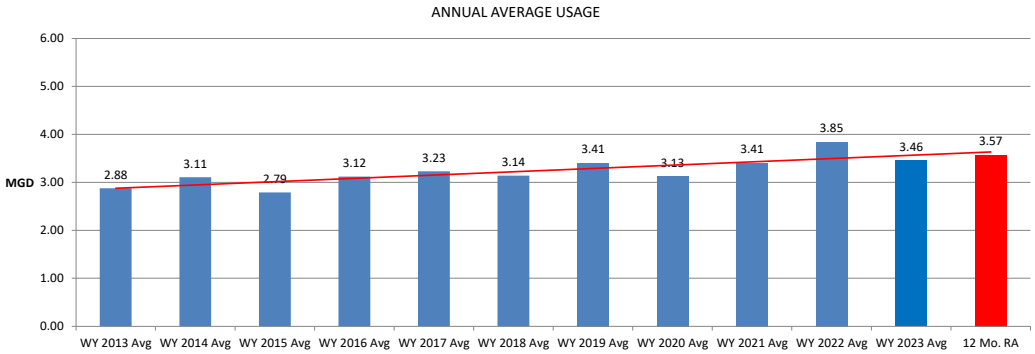


Peace River Manasota Regional Water Supply Authority

12

North Port

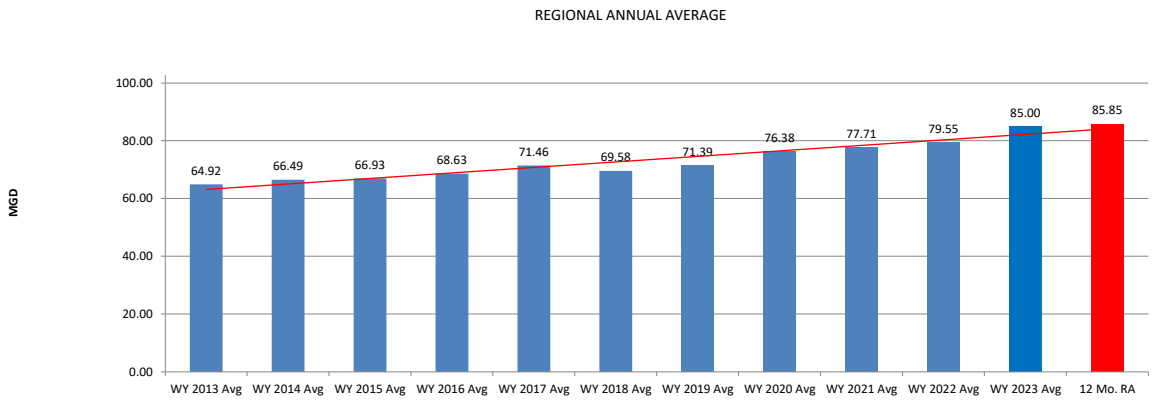
SOURCE	CAPACITY [MGD]	APRIL 2024 (MGD)	% UTILIZED
Peace River Facilities	**2.865**	**1.24**	**43%**
North Port Self Supply	**5.30**	**3.34**	**62%**
Water Exchanged	**N/A**	**-0.01**	
TOTAL	**6.165**	**4.58**	**74%**



Peace River Manasota Regional Water Supply Authority

13

Regional Demand



Peace River Manasota Regional Water Supply Authority

14

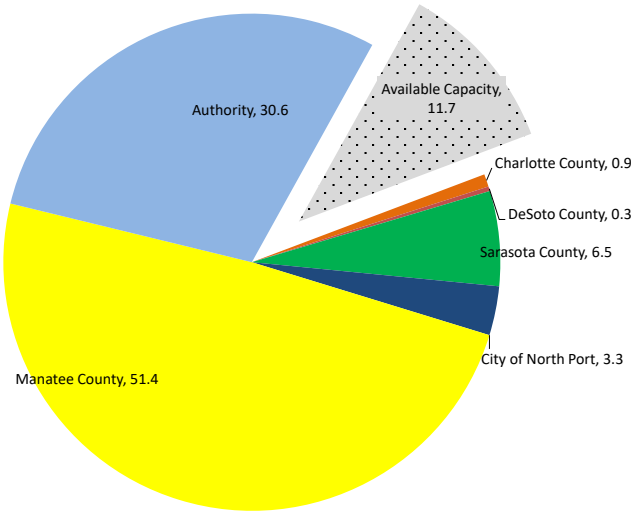
Regional Utilization April 2024

104.7 MGD Available

92.9 MGD Used

11.8 MGD Available

88.7% Utilized



Peace River Manasota Regional Water Supply Authority

15

Questions?

Peace River Manasota Regional Water Supply Authority

16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 2

Fiscal Year 2025 Tentative Budget Update

Presenter - Richard Anderson, Deputy Director

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

The Authority's FY 2025 Tentative Budget was approved at the April 3, 2024, meeting. Staff will provide an update on budget items that the Board requested additional information on.

Budget Action: No action needed.

Attachments:
Presentation Materials

FY25 Tentative Budget Update

Regular Agenda 2
June 5, 2024

Peace River Manasota Regional Water Supply Authority

1

Agenda

- Salary and Compensation Study
- Historical CPI & Budgeted Salary Adjustments
- Customer Budgeted Salary Increase 2025 (Draft)
- FY25 Budgetary Comparison

2

Salary & Compensation Study

Background:

Board Policy to conduct Pay & Compensation Plan every 3-5 Years.

Evergreen Solutions hired in March 2023

Board Approved Plan in August 2023.

3

Salary & Compensation Study

Key Findings and Recommendations:

Authority salaries approx. 2% behind market.

Apply 6% increase in ranges (not salaries)

Tie future adjustments to CPI Index to maintain market competitiveness.

4

U.S Bureau of Labor Statistics - CPI

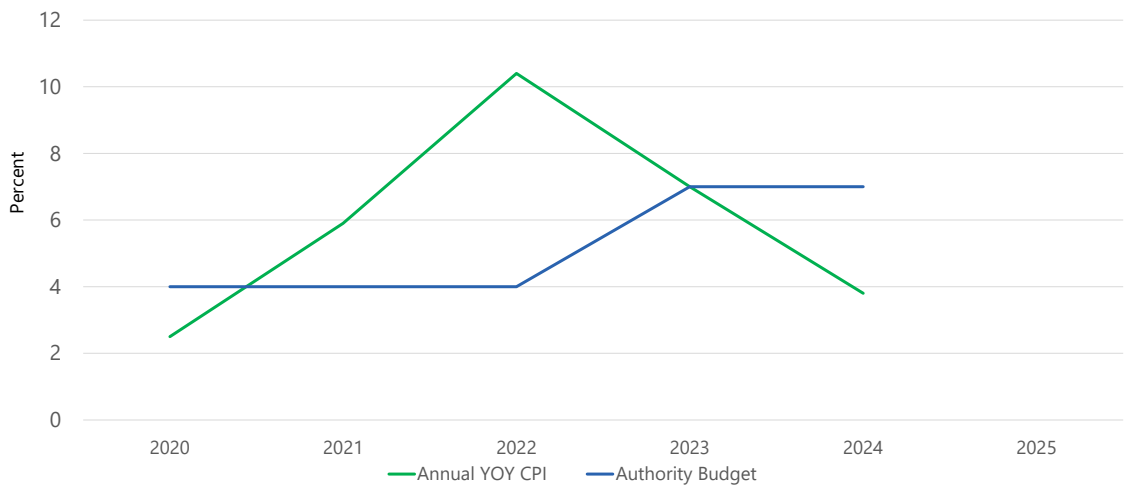
Board Approved Local CPI to ensure Authority stays competitive within local market

Table A. Tampa-St. Petersburg-Clearwater, FL, CPI-U 2-month and 12-month percent changes, all items index, not seasonally adjusted

Month	2020		2021		2022		2023		2024	
	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month	2-month	12-month
January	0.7	3.8	0.9	3.4	2.4	9.6	1.7	8.9	0.5	3.9
March	0.2	2.1	1.6	4.9	2.1	10.2	1.1	7.7	0.9	3.7
May	-0.3	0.9	1.0	6.2	2.1	11.3	1.7	7.3		
July	1.0	1.8	1.4	6.6	1.3	11.2	-0.1	5.9		
September	1.4	3.3	1.0	6.1	0.3	10.5	1.1	6.7		
November	0.1	3.2	1.8	8.0	1.0	9.6	-0.4	5.2		
Annual Avg		**2.5**		**5.9**		**10.4**		**7.0**		**3.8**

5

Historical Budget Salary Increase Relative to Area CPI



Peace River Manasota Regional Water Supply Authority

6

Customer Budgeted Salary Increases FY2025

- Sarasota County: 3% Budgeted COLA; Additional Merit % TBD (up to 4% last 2 years)
- Charlotte County: 4%
- Manatee County: TBD
- Desoto County: TBD
- City of North Port: 6% Budgeted COLA & Merit

7

Budgetary Base Rate Comparison of Salary Increase

Item	Tentative Budget Base Rate (7% Salary Increase)	Base Rate with 6% Salary Increase	Base Rate with 5% Salary Increase
Total Base Rate	$32,516,260	$32,455,278	$32,394,295
Overall Base Rate per 1000 gal.	$2.567	$2.562	$2.557
Savings from Tentative Budget		$60,982	$121,965

Peace River Manasota Regional Water Supply Authority

8

Discussion

Peace River Manasota
Regional Water Supply Authority

9

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 3

5-Year Capital Improvements Plan & 20-Year Capital Needs Assessment

---

Presenter - Mike Knowles, Senior Manager, Engineering & Projects

Recommended Action - **Board Motion** To approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2025-2044.

The 5-Year CIP and 20-Year CNA document summarizes the number, type, and timing of water supply, regional transmission, and other capital projects planned over the 20-year planning period pursuant to the Integrated Regional Water Supply Plan 2020 Update. Capital planning drives the planning, budgeting, design, and construction of significant infrastructure projects forecasted to serve the region's needs. These projections must be coordinated with financial planning, selection of engineering consultants, and acquisition of internal resources to complete these projects by the time they are needed. There are two schedule horizons in the Authority's capital planning efforts: the 5-Year Capital Improvements Plan (CIP), which includes projects that are relatively certain and well-defined, and the 20-Year Capital Needs Assessment (CNA), which includes the 5-Year CIP and also looks out beyond that period to years 6 – 20 years where projects are less certain and defined.

The 5-Year CIP beginning in FY 2025 through FY 2029 currently includes the following:

Regional Transmission Projects	$ 73,279,606	12.0 %
Water Supply Projects	$ 504,042,665	82.8 %
Other Projects	$ 31,400,100	5.2 %
Total	**$ 608,722,371**	**100%**

And the 20-Year CNA, beginning in FY 2025 through FY 2044, includes the following:

Regional Transmission Projects	$ 341,442,166	29.3 %
Water Supply Projects	$ 792,116,081	68.0 %
Other Projects	$ 31,400,100	2.7 %
Total	**$1,164,958,346**	**100%**

Capital planning has also identified $**146** million in offsetting cooperative grant funding opportunities for projects within the 5-year CIP projects based upon past generous participation by the Southwest Florida Water Management District and the State of Florida.

Budget Action: None – Scheduled projects will be incorporated into the Final FY 2025 budget.

Attachments:
Tab A Presentation Materials
Tab B 5-Year CIP and 20-Year CNA

TAB A
Presentation Materials

5-Year Capital Improvements Plan And 20-Year Capital Needs Assessment

Regular Agenda Item No. 3

June 5, 2024

Peace River Manasota Regional Water Supply Authority

1

01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Board Motion

2

01 Overview of 5-Year CIP and 20-Year CNA

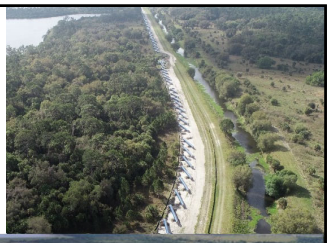
02 Highlight of Key 5-Year CIP Projects

03 Board Motion

3

Overview – By The Numbers

15 Projects Identified in next 20 years

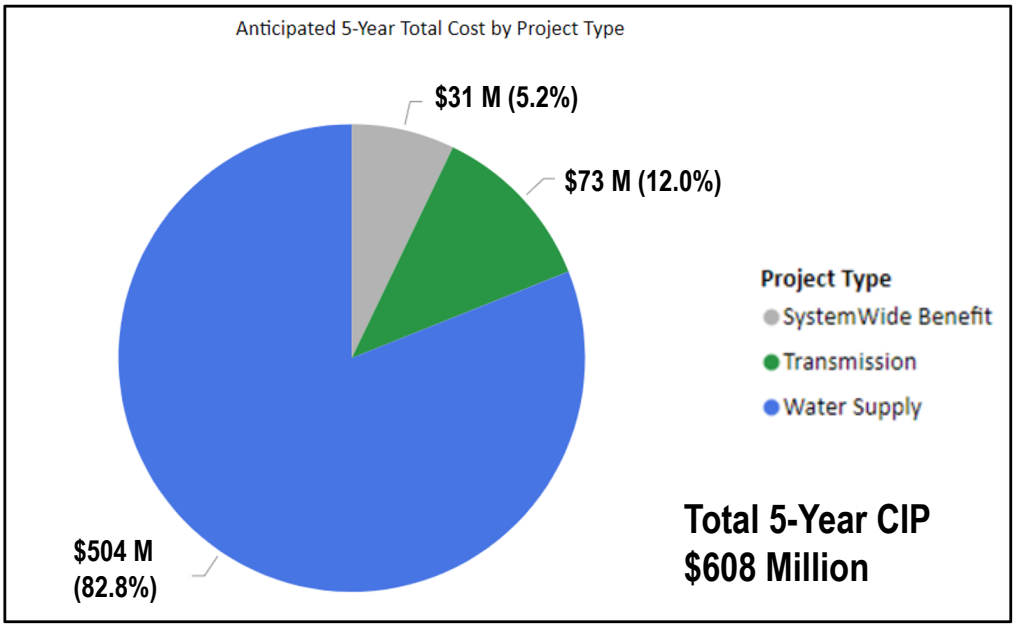


- 8 Regional Water Transmission Projects
  - 2 in 5-Year CIP
- 4 Water Supply Projects
  - 2 in 5-Year CIP
- 3 System-Wide Benefit Projects
  - 3 in 5-Year CIP

Costs and timing of the Capital Projects are coordinated with Member's Professional Staff and the Southwest Florida Water Management District.

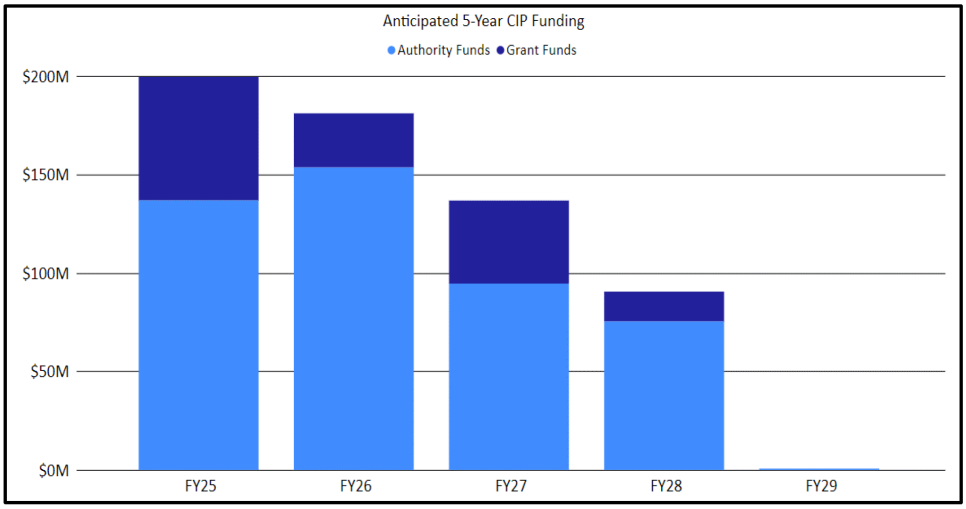
4

Proposed Capital Improvements Plan 2025 - 2029



5

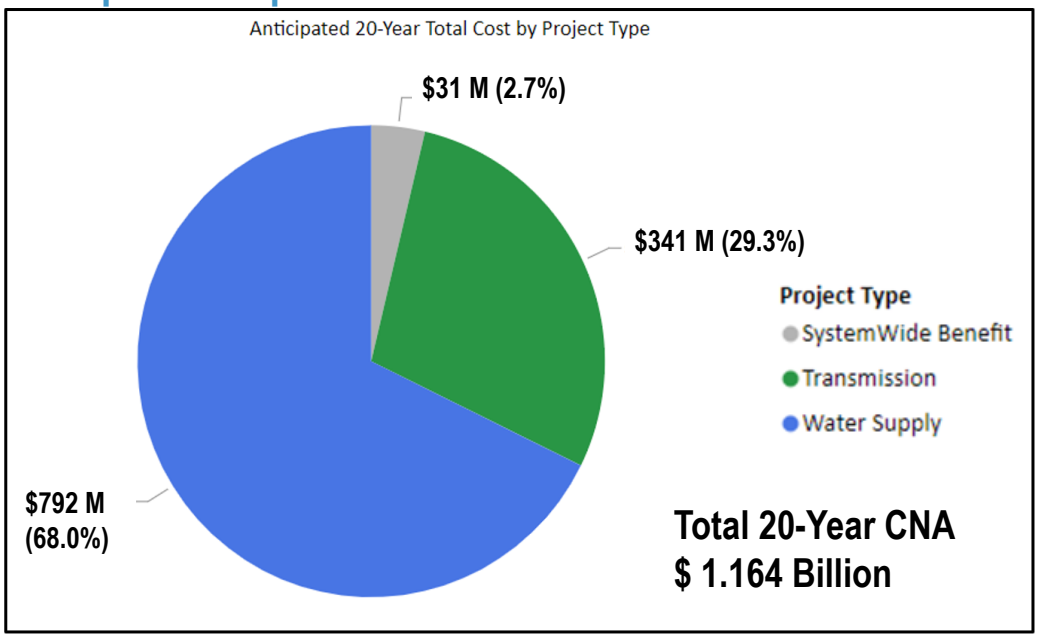
Proposed Capital Improvements Plan 2025 - 2029



Total Investment Planned Over the next 5-Year CIP	Authority Funds	Grant Funds (SWFWMD / State / Federal)
$ 608,722,371	$ 461,751,579	$ 146,970,792

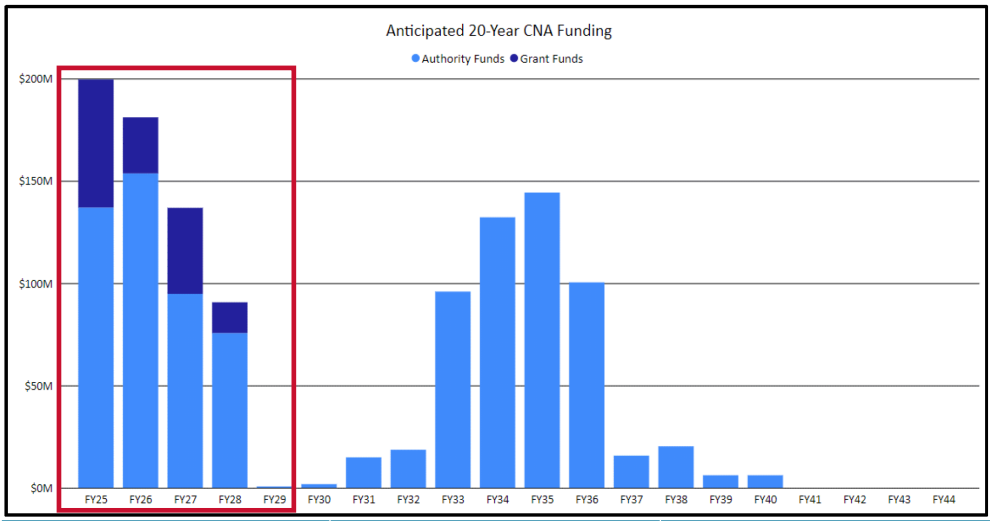
6

Proposed Capital Needs Assessment 2025 - 2044



7

Proposed Capital Needs Assessment 2025 - 2044



Total Investment Planned Over the next 20-Year CNA	Authority Funds	Grant Funds (SWFWMD / State / Federal)
$1,164,958,346	$1,017,987,554	$146,970,792

8

01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Board Motion

9

Water Supply Program

Surface Water Supply Expansion Project

- **PR3** – New 9 Billion Gallon Reservoir; Intake and Pump Station on the Peace River; Reservoir Pump Station and Conveyance System.
- **PRF Expansion** – Plant Capacity increase to support 18 MGD AAD Demands in conjunction with PR3

10

2 Transmission System Projects

Phase 2B Pipeline
13 miles of 42” diameter transmission main to serve growing demands in western Charlotte County.
Construction Started March ‘24.

Phase 3C Pipeline
8 miles of 42” diameter transmission main to serve growing demands in northeast Sarasota County.
Construction Started October ‘23

11

3 System-Wide Benefit Projects

Water Resources/Construction Department Building – Construction of a new 5,000 SF Administration/Laboratory building to replace the existing 60-year-old Water Resources Building.

RV Griffin Reserve Solar Array – Construction of a new 2-megawatt solar array currently proposed on the RV Griffin Reserve

Partially Treated Surface Water ASR – Design, permitting and construction of facilities to partially treat raw water from the reservoir system and inject it below ground in the ASR system.

12

01 Overview of 5-Year CIP and 20-Year CNA

02 Highlight of Key 5-Year CIP Projects

03 Board Motion

13

14

Board Motion:

To approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2025-2044.

Peace River Manasota
Regional Water Supply Authority

15

TAB B
5-Year CIP and 20-Year CNA

Peace River Manasota
Regional Water Supply Authority

5-Year Capital Improvement Plan
and
20-Year Capital Needs Assessment

Fiscal Period: 2025 – 2044

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

DRAFT: June 5, 2024

Table of Contents

Overview 2
5-Year Capital Improvement Plan 3
5-Year Capital Improvement Plan Summary 4
Regional Integrated Loop – Phase 2B 5
Reservoir 3 6
Regional Integrated Loop – Phase 3C 7
PRF Expansion 8
RV Griffin Solar Array 9
Partially Treated Surface Water ASR 10
Water Resources Building 11
20-Year Capital Needs Assessment 12
20-Year Capital Needs Assessment Summary 13
Regional Integrated Loop – Phase 3C Extension 14
Regional Integrated Loop – Phase 2C 15
Replace 12" PVC Line 16
Kings Highway Pipeline Replacement (DeSoto Co) 17
Regional Integrated Loop – Phase 4 18
ASR Wellfield Expansion 19
Brackish Water RO Facility 20
Regional Integrated Loop – Phase 2D 21
Appendix A - Assumptions 22
Appendix B – Summary by Project Stage 23

Overview

The Peace River Manasota Regional Water Supply Authority's 5-Year Capital Improvements Plan (CIP) and 20-Year Capital Needs Assessment (CNA) reflect comprehensive plans of proposed capital projects to meet the region's water supply needs. These plans are primarily a planning vehicle which is adjusted annually subject to the shifting needs and priorities of the region and also as projects grow closer to implementation and so become more refined in both scope and cost. The CIP and CNA documents reflect the collective input of many stakeholders and is useful to those parties in understanding and communicating both funding obligations as well as grant funding opportunities associated with future projects. The CIP and CNA are developed with oversight of the Water Supply Authority's Board of Directors and are consistent with Board Policy, our Vision, our Mission Statement and the Strategic Plan. Although there is no policy establishing a minimum value for a project to be considered a CIP/CNA project, they typically reflect projects expected to cost more than $1 million. The Authority is continually in the process of updating and expanding its Water Supply Facilities to serve increasing demand, capacity requirements, and new regulatory requirements and improve and upgrade existing infrastructure, which will provide service to the members increasing demand.

Capital Improvement Projects are categorized into three primary categories: (1) New Water Supply Projects, (2) Regional Transmission System Projects, and (3) System Wide Benefit Projects:

New Water Supply Projects

Includes projects that provide expansion of the Authority's Water Supply Facilities and appurtenances or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply. This category also includes any water conveyance projects needed for water supply. These projects are funded in accordance with the Master Water Supply Contract (MWSC). The 5-year CIP plan is anticipated to add an additional 18 MGD of average day safe yield.

Regional Transmission System Projects

Includes transmission pipelines and, where needed, remote storage and booster pumping facilities to improve or extend delivery of water within the regional system. These projects generally interconnect members/customers based on need and bolster plant-to-plant connections to facilitate rotational supply capability for droughts and other emergencies. Also includes projects whereby elements of the regional transmission system must be relocated. The 5-year CIP plan is anticipated to add an additional 23 miles of transmission pipelines and the 20-year CNA is anticipated to add an additional 45 miles of transmission pipelines.

System Wide Benefit Projects

Is defined as any capital project of shared benefit to Authority Members and Customers. System Wide Benefit CIP Projects exclude Renewal and Replacement and New Water Supply Projects and funding will be established on project-specific basis as approved by the Board. System Wide Benefit Projects will generally exceed $500,000 but fall below $5,000,000 in anticipated cost for implementation and may include the following general types of projects:

- New buildings, or expansion of an existing building, at Authority water supply facilities;
- Projects which improve the performance, enhance treatment capability or improve water quality in the Authority’s water supply system;
- Projects which bolster resiliency and reliability of the Authority’s water supply system;
- Projects which promote sustainability, safety and system security of the regional water system;
- Projects involving major facility control/communications system upgrades; and
- Any other project so designated by the Authority Board of Directors.

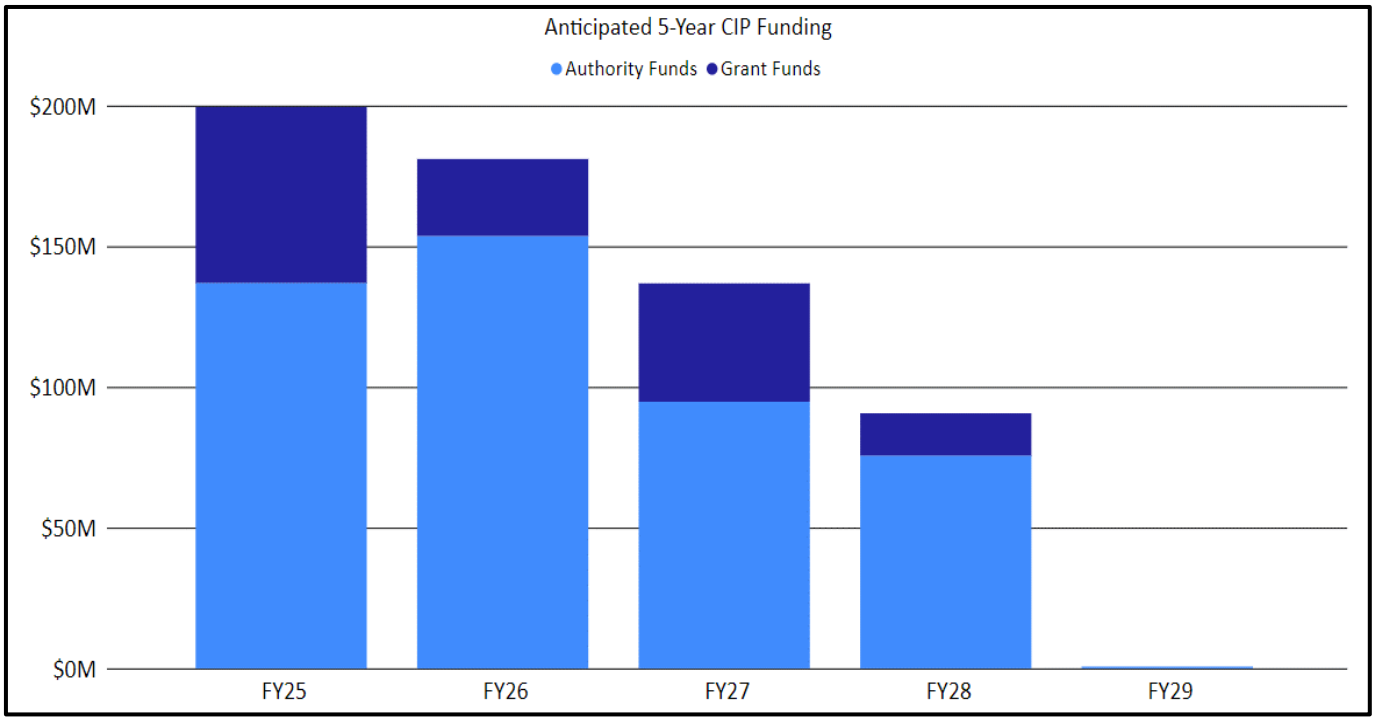
Peace River Manasota
Regional Water Supply Authority

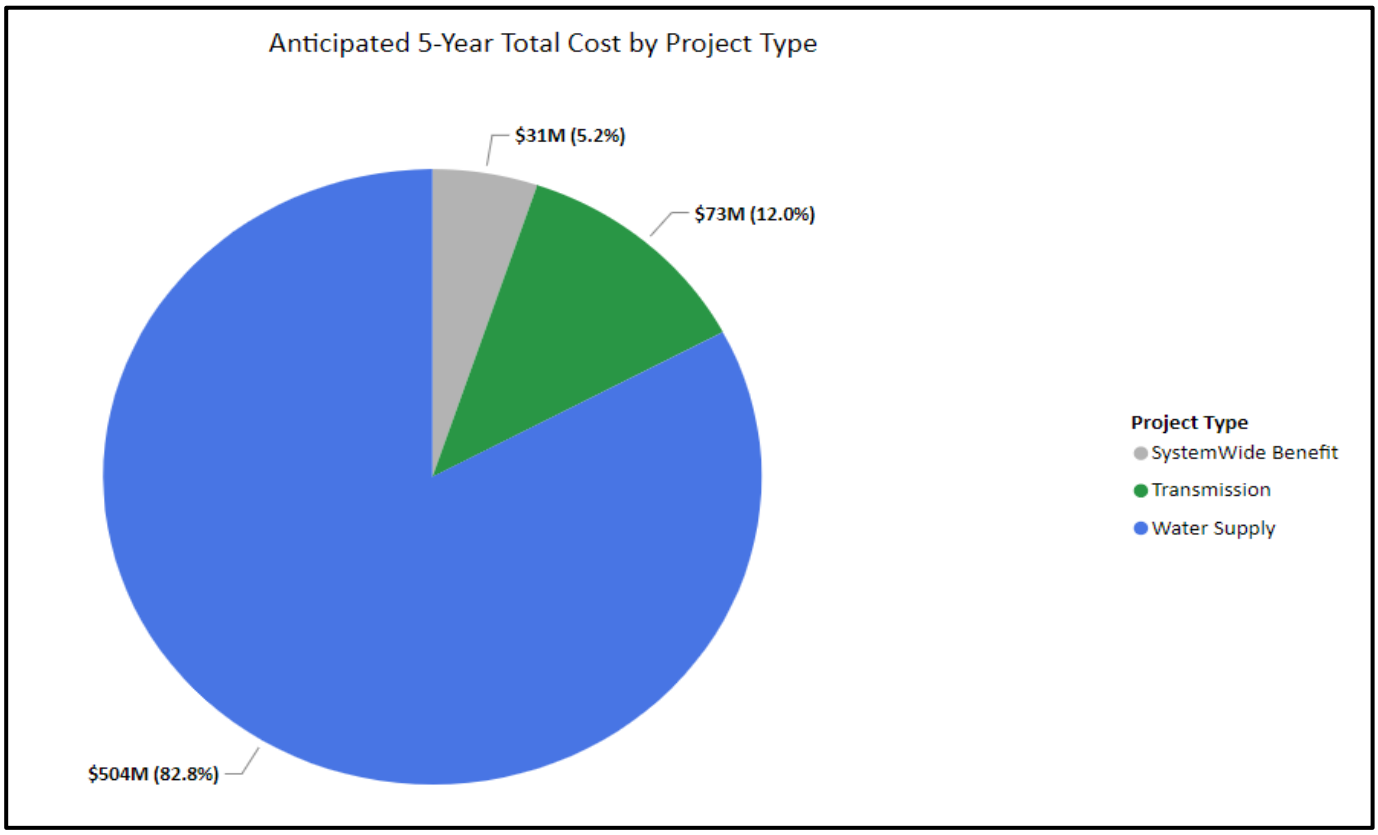
5-Year Capital Improvement Plan

Fiscal Period: 2025 – 2029

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

5-Year Capital Improvement Plan Summary



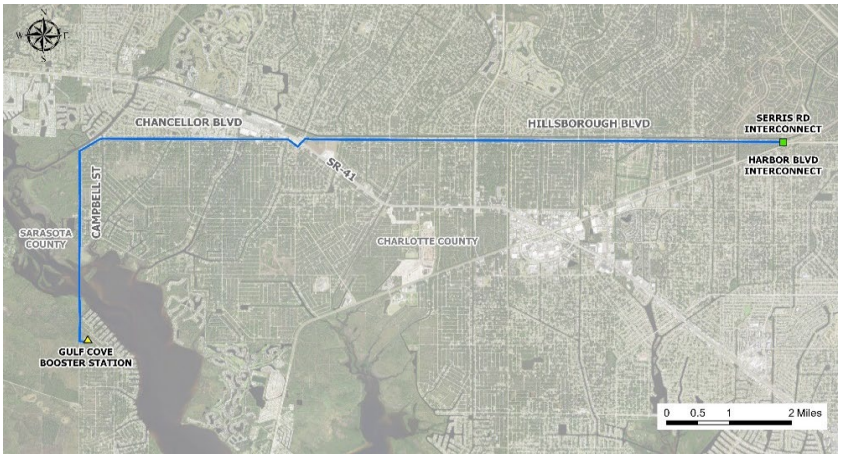


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2B

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	The project is comprised of 13 miles of 42" diameter pipeline running from the current terminus of the Phase 2A pipeline westward, crossing the Myakka River and terminating at the Charlotte County Gulf Cove Water Booster Pump Station. This segment of the regional integrated loop system will boost regional resiliency, bi-directional water transfer capability and lays the groundwork for the southern regional loop with future pipeline projects. This project is currently being delivered as a progressive design build project with a scheduled substantial completion date of March 1, 2026.

Project Location or Concept Sketch

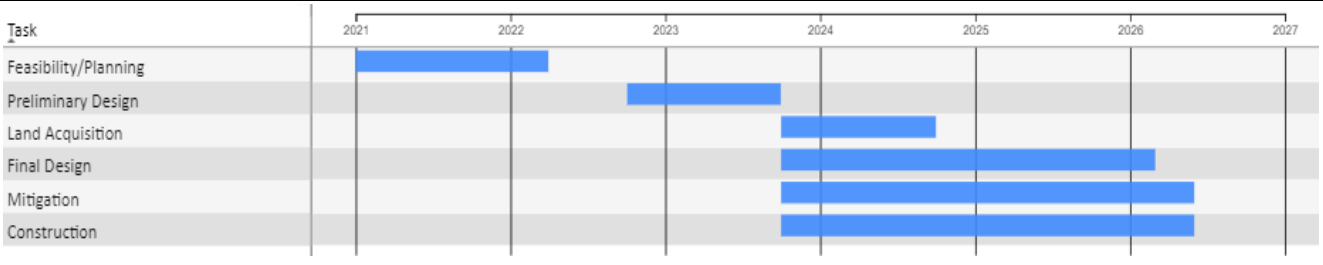


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 200,000	$ 100,000	$ 100,000	$ -
Preliminary Design	Oct-22	Sep-23	$ 5,100,000	$ 2,850,000	$ 750,000	$ 1,500,000
Land Acquisition	Oct-23	Sep-24	$ 300,000	$ 300,000	$ -	$ -
Final Design	Oct-23	Mar-26	$ -	$ -	$ -	$ -
Mitigation	Oct-23	Jun-26	$ 200,000	$ 200,000	$ -	$ -
Construction	Oct-23	Jun-26	$ 82,595,000	$ 47,595,000	$ 35,000,000	$ -
Total Costs			***$ 88,395,000***	***$ 51,045,000***	***$ 35,850,000***	***$ 1,500,000***

Construction Costs include Design Build Team Final Design and Construction Phase Services

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Reservoir 3

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	Reliability Modeling reflects that 9 BG additional raw water storage combined with recently permitted 258 MGD of river diversion pumping, increased raw water conveyance capacity and treatment plant capacity expansion can provide an additional annual average day safe yield of 18 MGD out of this system. The new river pumping facility, raw water pipelines, footprint, and location of the new reservoir and the manner in which it will connect to the existing storage reservoirs is being considered in the engineering phase that is currently underway.

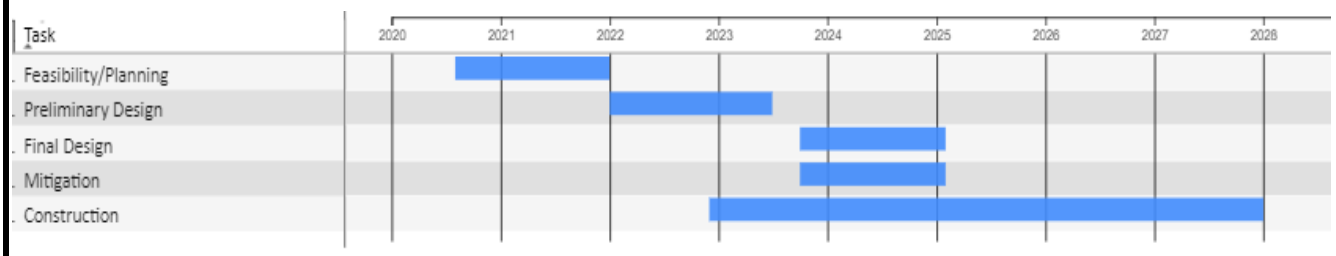
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	*Start Date*	*End Date*	*Estimated Cost*	*Sources of Funding*		
				Authority Funds	*SWFWMD Grant*	*State/Other*
Feasibility/Planning	Aug-20	Dec-21	$ 1,500,000	$ 875,000	$ 625,000	$ -
Preliminary Design	Jan-22	Jun-23	$ 7,250,000	$ -	$ -	$ 7,250,000
Land Acquisition	Oct-23	Dec-24	$ 500,000	$ 500,000	$ -	$ -
Final Design	Oct-23	Jan-25	$ 9,500,000	$ 1,000,000	$ 1,000,000	$ 7,500,000
Mitigation	Oct-23	Jan-27	$ 15,700,000	$ 15,700,000	$ -	$ -
Construction	Oct-23	Jan-28	$ 358,327,000	$ 224,202,000	$ 114,075,000	$ 20,050,000
Total Costs			***$ 392,777,000***	***$ 242,277,000***	***$ 115,700,000***	***$ 34,800,000***

Construction Costs include Consultant Engineers oversight

Visual Schedule



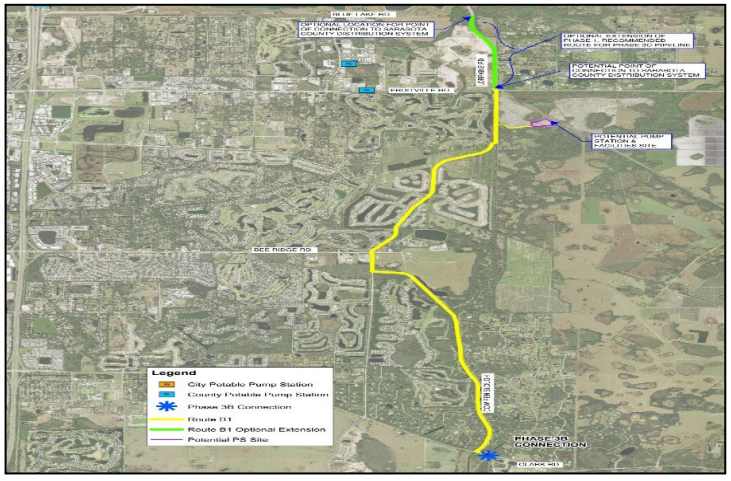
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 3C

Shorthand Identifier: T6

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Phase 3C Regional Integrated Loop project will consist of approximately 8 miles of 42" diameter water main installed between Clark Rd (SR72) northward to the vicinity of Fruitville Rd and Lorraine Rd in northern Sarasota County and pumping/storage improvements at the Carlton facility. This project will extend the regional transmission main system northward towards Manatee County and serve the growing water needs in northeastern Sarasota County. This project is scheduled to be completed via Progressive Design Build delivery method.

Project Location or Concept Sketch

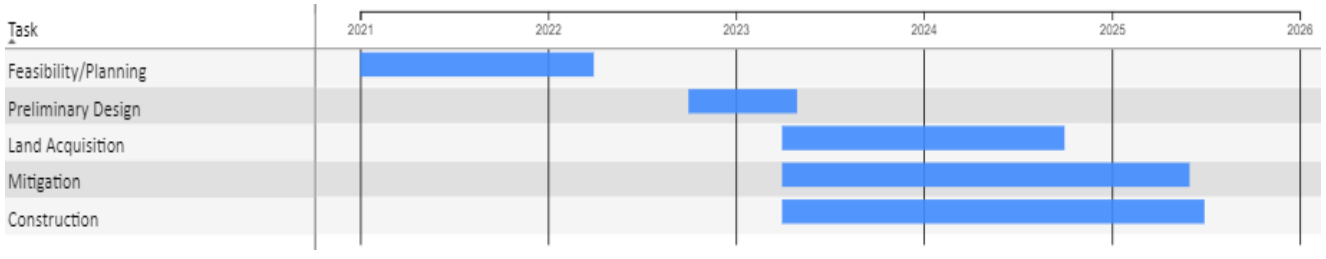


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 300,000	$ 150,000	$ 150,000	$ -
Preliminary Design	Oct-22	Apr-23	$ 4,694,450	$ 3,444,450	$ 1,250,000	$ -
Land Acquisition	Apr-23	Oct-24	$ 2,100,000	$ 2,100,000	$ -	$ -
Final Design			$ -	$ -	$ -	$ -
Mitigation	Apr-23	Jun-25	$ 50,000	$ 100,000	$ -	$ -
Construction	Apr-23	Jun-25	$ 57,005,550	$ 30,455,550	$ 24,050,000	$ 2,500,000
Total Costs			***$ 64,150,000***	***$ 36,250,000***	***$ 25,450,000***	***$ 2,500,000***

Construction Costs include Design Build Team Final Design and Construction Phase Services

Visual Schedule

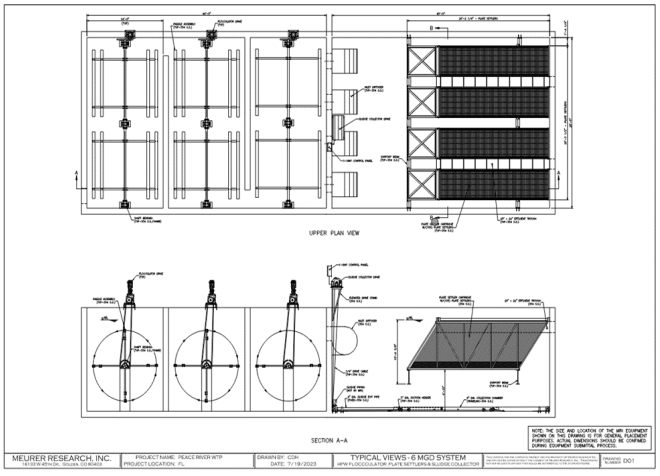


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

PRF Expansion

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	As one component of the Authority's Surface Water Supply Expansion Project, The Peace River Facility (PRF) Expansion - Final Design and Construction Project (Project) consists of final design, permitting and construction of a 24 MGD expansion of the PRF Water Treatment Plant. The Project also includes new chemical storage and pumping facilities, a new belt filter press and the associated yard piping and electrical improvements. The preliminary design and third-party review efforts for the Project was completed in September 2023.

Project Location or Concept Sketch

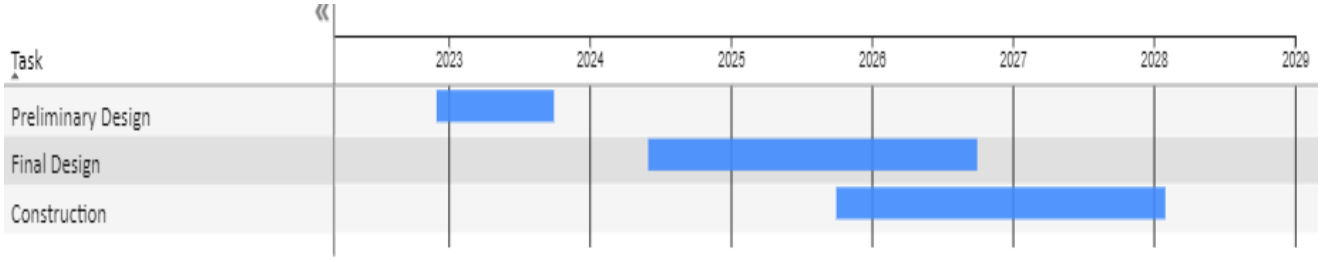


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Dec-22	Oct-23	$ 1,884,335	$ 1,884,335	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Jun-24	Oct-26	$ 12,000,000	$ 12,000,000	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Oct-25	Jan-28	$ 156,115,665	$ 156,115,665	$ -	$ -
Total Costs			***$ 170,000,000***	***$ 170,000,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

RV Griffin Solar Array

Project Type	Project Description
☐ Water Supply ☐ Transmission ☒ SystemWide Benefit ☐ Other	The RV Griffin Reserve Solar Array will allow the Authority to take an initial step towards a sustainable energy practice utilizing area at the RV Griffin Reserve for the solar panels. The Authority completed a 2023 update to the Peace River Renewable Energy Study that included a conceptual solar design which was presented to the Authority Board in June 2023.

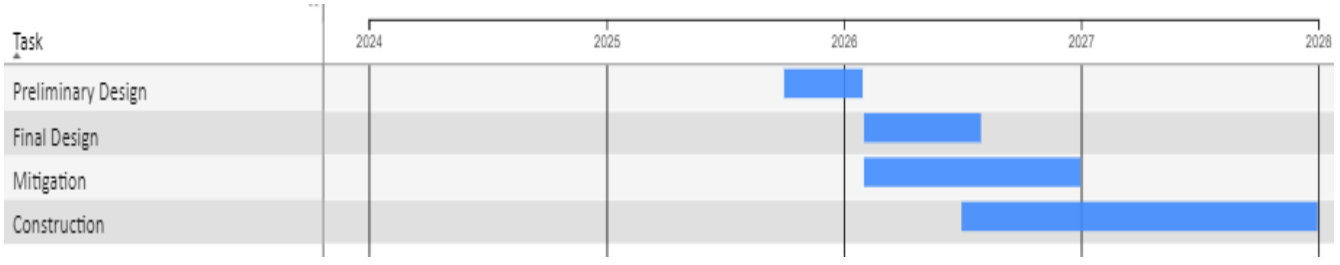
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Oct-25	Jan-26	$ 200,000	$ 200,000	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Feb-26	Jul-26	$ 300,000	$ 300,000	$ -	$ -
Mitigation	Feb-26	Dec-26	$ 50,000	$ 50,000	$ -	$ -
Construction	Jul-26	Dec-27	$ 3,622,500	$ 3,622,500	$ -	$ -
Total Costs			***$ 4,172,500***	***$ 4,172,500***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

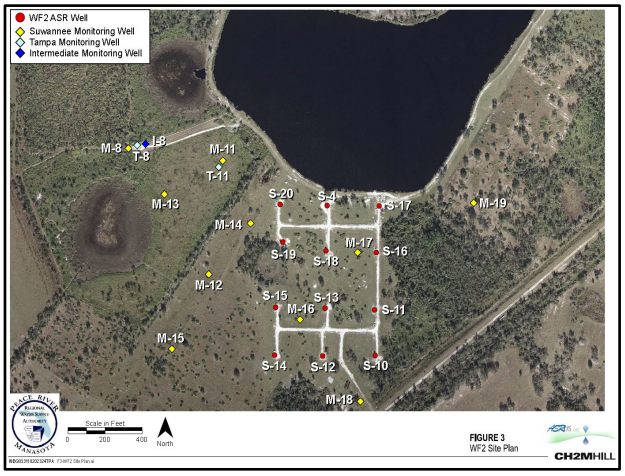


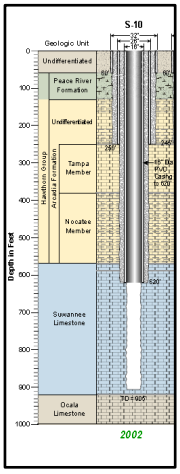
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Partially Treated Surface Water ASR

Project Type	Project Description
☐ Water Supply ☐ Transmission ☒ SystemWide Benefit ☐ Other	The partially treated surface water ASR project consists of pilot testing, permitting, design and construction of facilities to partially treat raw water from the reservoirs and inject it below ground in the ASR system. The expected benefits of this program would be significant operational cost savings because the water injected below ground would no longer have to go through potable water treatment first. This would leverage our injection capability, improve recovered water quality and free up treatment capacity at the water treatment plant providing additional operational flexibility.

Project Location or Concept Sketch



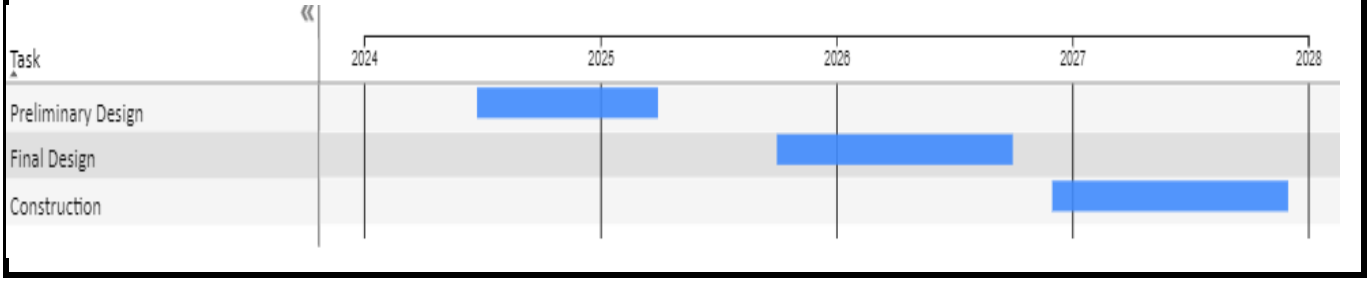


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Jun-24	Mar-25	$ 1,000,000	$ -	$ -	$ 1,000,000
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Oct-25	Oct-26	$ 1,852,300	$ 1,852,300	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-26	Dec-27	$ 20,375,300	$ 20,375,300	$ -	$ -
Total Costs			***$ 23,227,600***	***$ 22,227,600***	***$ -***	***$ 1,000,000***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Water Resources/Construction Dept. Building

Project Type	Project Description
☐ Water Supply ☐ Transmission ☒ SystemWide Benefit ☐ Other	The Water Resources/Construction departments have been housed in a converted ranch-style caretaker/hunting lodge built in the 1960's by a developer. The building, now 60 years old, needs major refurbishment. Considering extensive building code issues involved with updating this building, it is more prudent and cost effective to construct a new building instead. The new office building is planned to be approximately 5,550 ft² and located adjacent to the existing ranch house office.

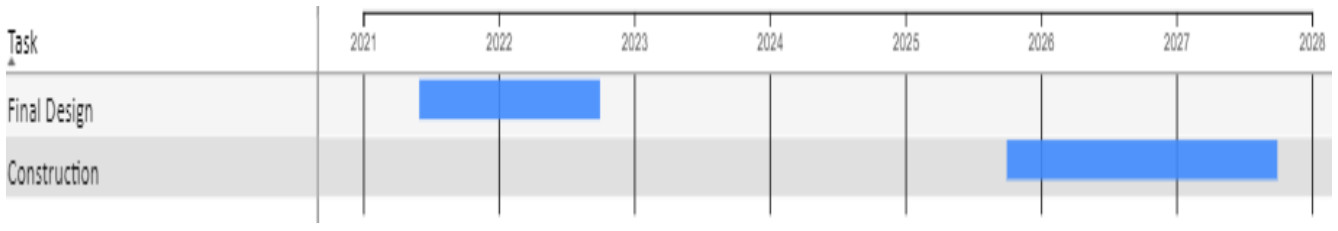
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design			$ -	$ -	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Jun-21	Oct-22	$ 172,500	$ 172,500	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Oct-25	Sep-27	$ 4,500,000	$ 4,500,000	$ -	$ -
Total Costs			***$ 4,672,500***	***$ 4,672,500***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



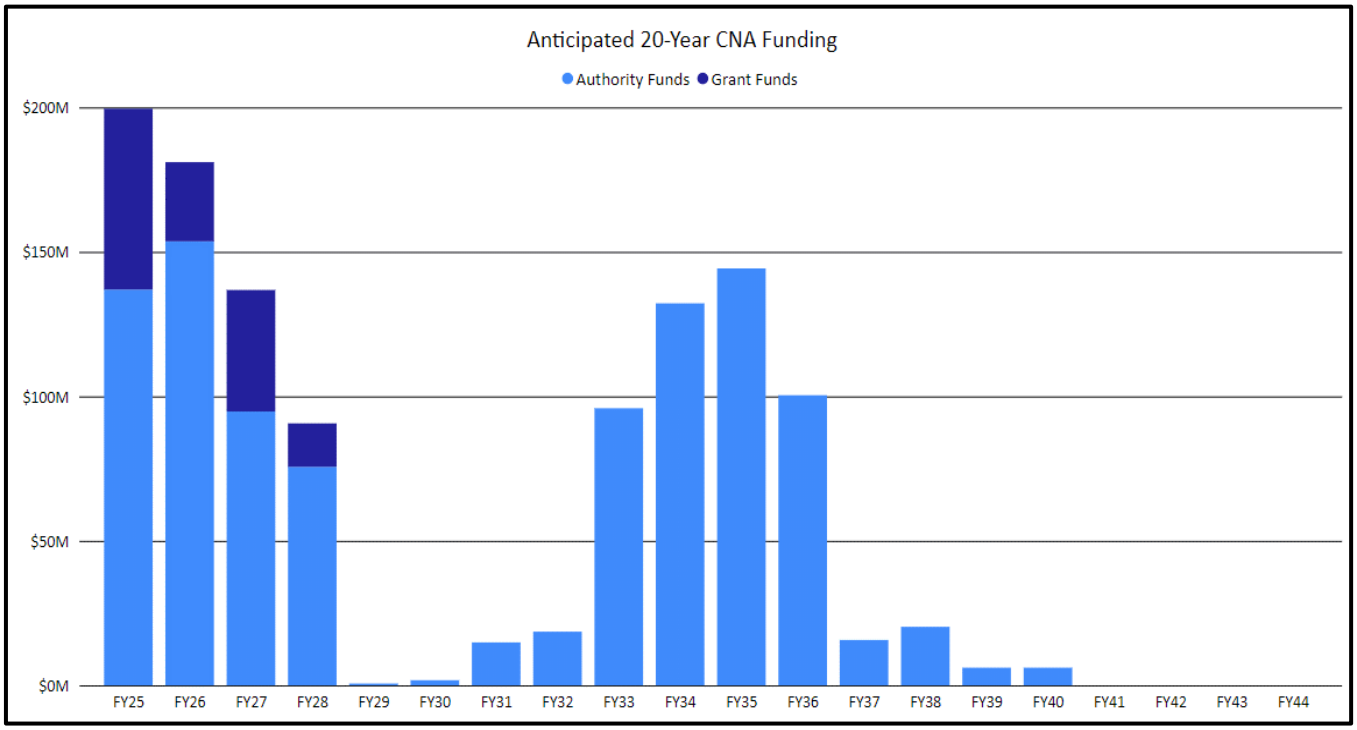
Peace River Manasota
Regional Water Supply Authority

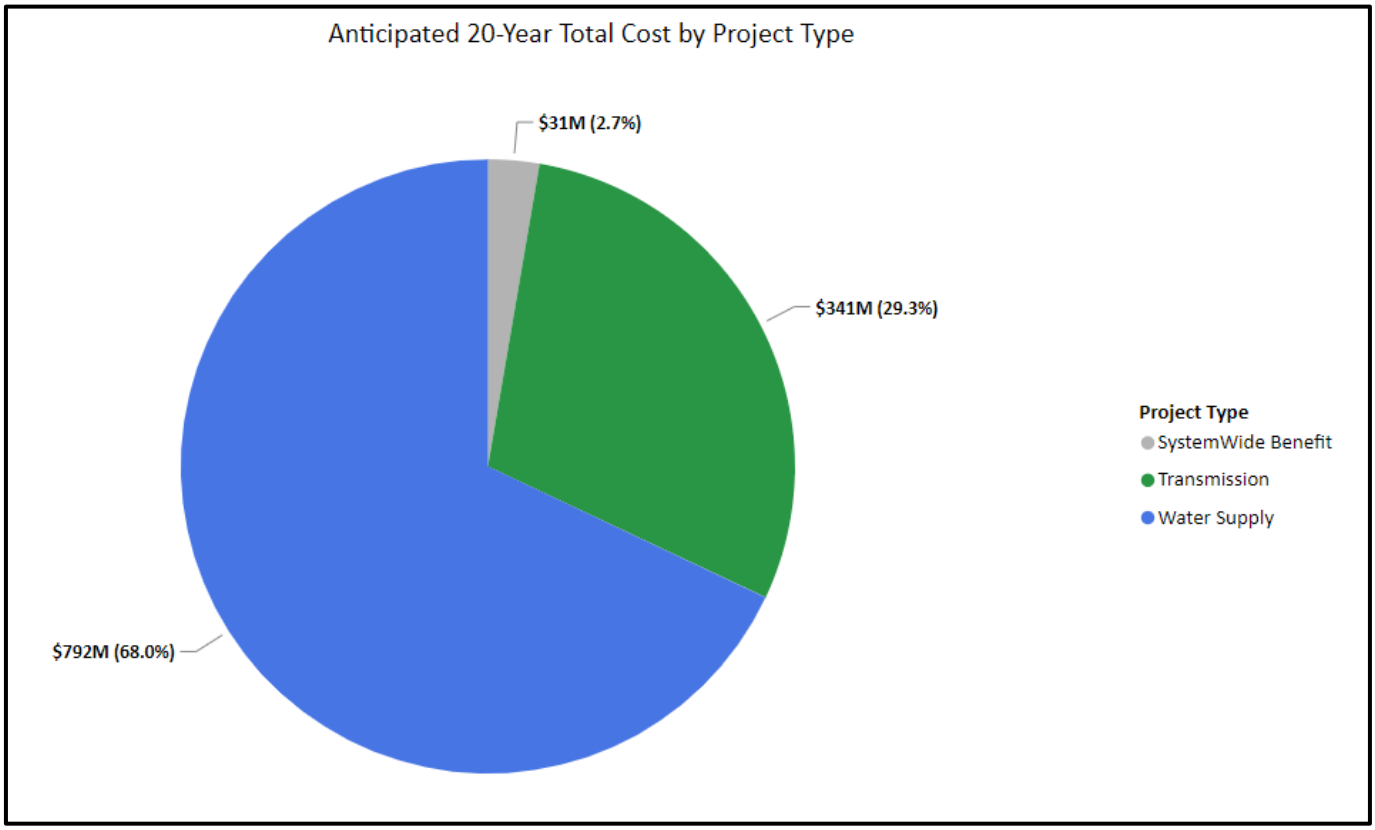
20-Year Capital Needs Assessment

Fiscal Period: 2025 – 2044

"Through cooperation and collaboration, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected, regional water supply system"

20- Year Capital Needs Assessment Summary



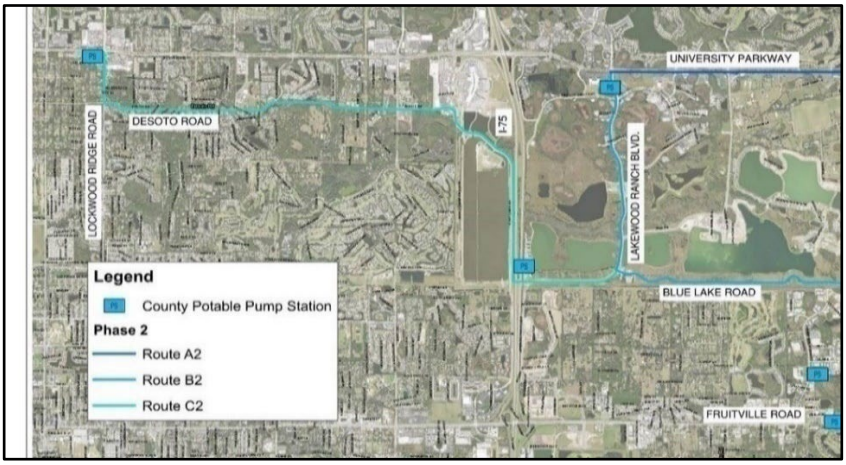


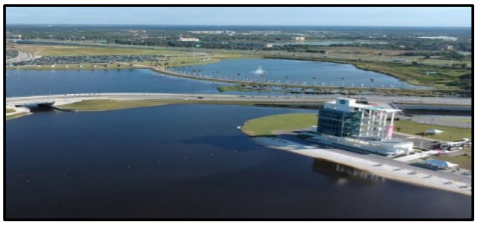
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 3C Extension

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Phase 3C Extension Regional Integrated Loop project will consist of approximately 10.8 miles of 36" or 42" diameter water main installed between Phase 3C in the vicinity of Fruitville Road (780) westward under I-75, south of Benderson/UTC Mall area and then northwest to an existing facility at Lockwood Ridge Rd & University Pkwy. A new storage and pumping facility near Fruitville Rd and Lorainne Rd. will be capable of sending flows both north and south with chemical trim facilities . Some minor modifications to this facility located at the western terminal end of the reginal loop pipeline are envisioned.

Project Location or Concept Sketch



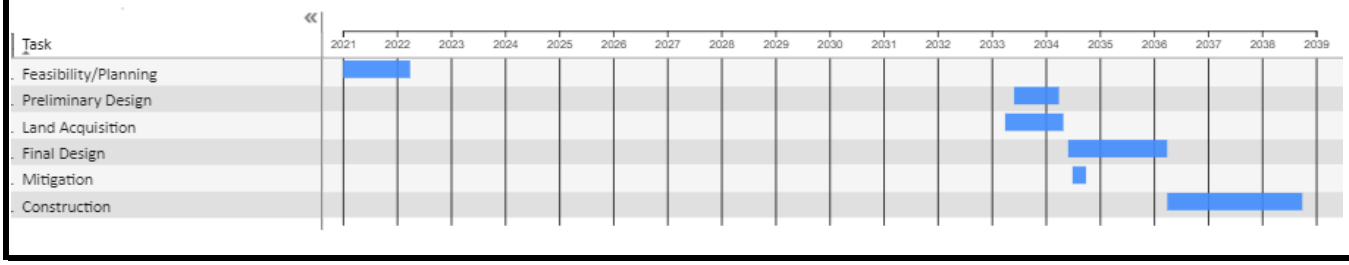


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 300,000	$ 150,000	$ 150,000	$ -
Preliminary Design	Jun-33	Mar-34	$ 857,770	$ 857,770	$ -	$ -
Land Acquisition	Apr-33	Apr-34	$ 4,366,967	$ 4,366,967	$ -	$ -
Final Design	Jun-34	Mar-36	$ 5,434,771	$ 5,434,771	$ -	$ -
Mitigation	Jul-34	Sep-34	$ 204,000	$ 204,000	$ -	$ -
Construction	Apr-36	Sep-38	$ 59,240,046	$ 59,240,046	$ -	$ -
Total Costs			***$ 70,403,553***	***$ 70,253,553***	***$ 150,000***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

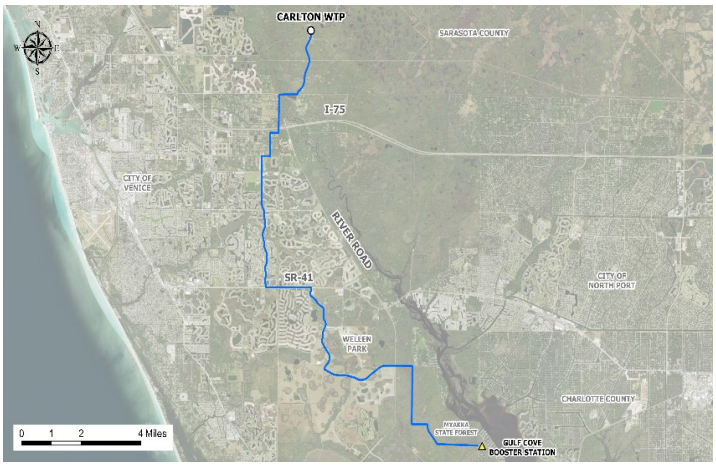


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2C

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Regional Integrated Loop Phase 2C Interconnect is comprised of about 19-miles of 36 "- to 42" diameter pipeline beginning at the terminus of the Phase 2B Pipeline and extending generally west and north through Sarasota County and terminating at the Sarasota County Carlton Water Treatment Plant. The project includes a ground storage tank and booster pumping station and crossings of I-75 and the Myakka River in the northern end of the pipeline. The Phase 2C pipeline completes a plant-to-plant connection which will improve regional reliability, resiliency, provides bi-directional water transfer capability, completes the southern regional loop, and provides additional pipeline capacity for Manatee County in the future.

Project Location or Concept Sketch

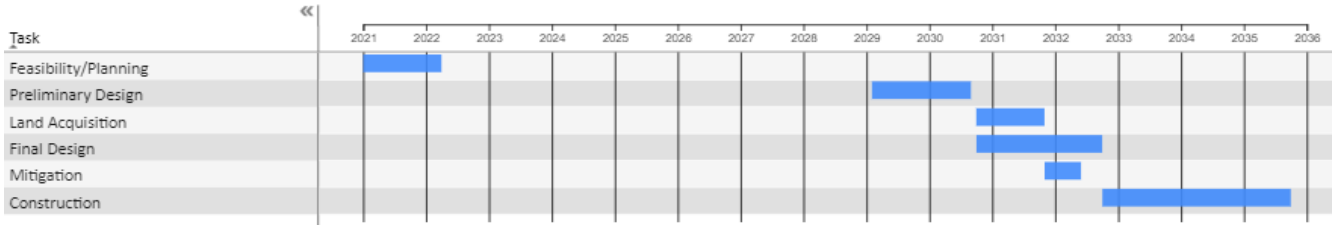


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Jan-21	Mar-22	$ 200,000	$ 100,000	$ 100,000	$ -
Preliminary Design	Feb-29	Aug-30	$ 1,621,800	$ 1,621,800	$ -	$ -
Land Acquisition	Sep-30	Oct-31	$ 1,583,958	$ 1,583,958	$ -	$ -
Final Design	Oct-30	Sep-32	$ 22,276,879	$ 22,276,879	$ -	$ -
Mitigation	Nov-31	May-32	$ -	$ -	$ -	$ -
Construction	Oct-32	Sep-35	$ 142,207,069	$ 142,207,069	$ -	$ -
Total Costs			***$ 167,889,707***	***$ 167,789,707***	***$ 100,000***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

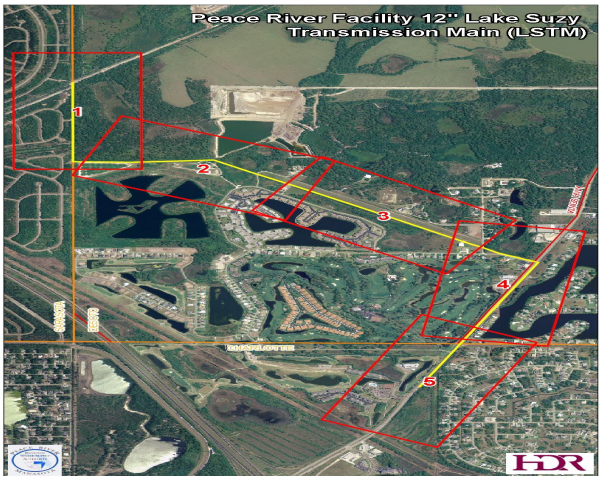


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Replace 12" PVC Line

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	This approximately 1.5 mile long pipeline interconnects the 24" Kings Highway Transmission Main, the 36" Southern Regional Transmission Main and the 42" Phase 2a Regional Loop Interconnect. It serves as a valuable intertie which can provide a backup water feed to Lake Suzy and Charlotte County in the event of a main break on the larger lines. The current pipeline was installed by GDU and it will be replaced with a larger diameter pipeline.

Project Location or Concept Sketch

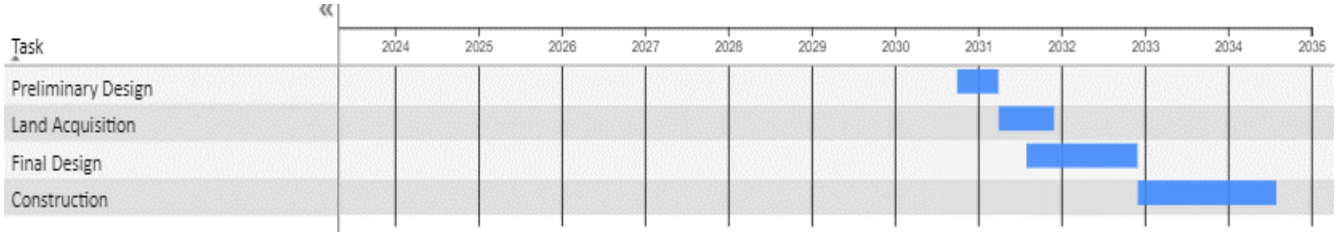


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Oct-30	Mar-31	$ 150,000	$ 150,000	$ -	$ -
Land Acquisition	Apr-31	Nov-31	$ 250,000	$ 250,000	$ -	$ -
Final Design	Aug-31	Nov-32	$ 350,000	$ 350,000	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-32	Jul-34	$ 5,000,000	$ 5,000,000	$ -	$ -
Total Costs			***$ 5,750,000***	***$ 5,750,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

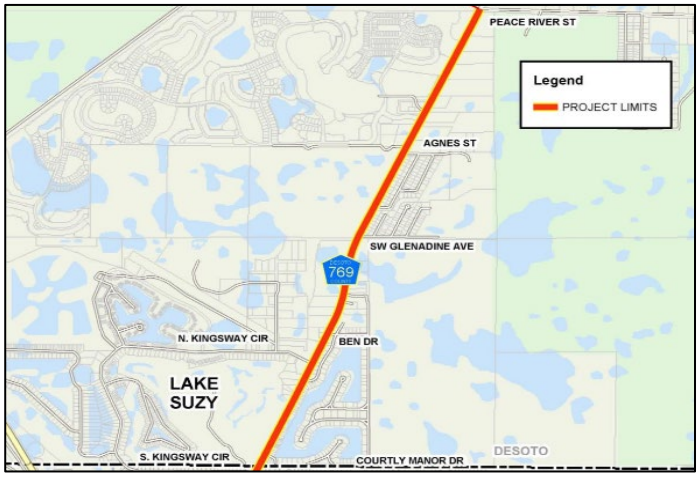


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Kings Highway Pipeline Replacement (DeSoto County)

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Kings Highway 24" Regional Transmission Main provides water to Charlotte and DeSoto Counties and was installed within the roadway right-of-way. DeSoto County is planning to widen a portion of Kings Highway from the County line to Peace Street. The Authority will coordinate with DeSoto County and relocate multiple appurtenances from the county line to Peace River St., approximately 2 miles.

Project Location or Concept Sketch

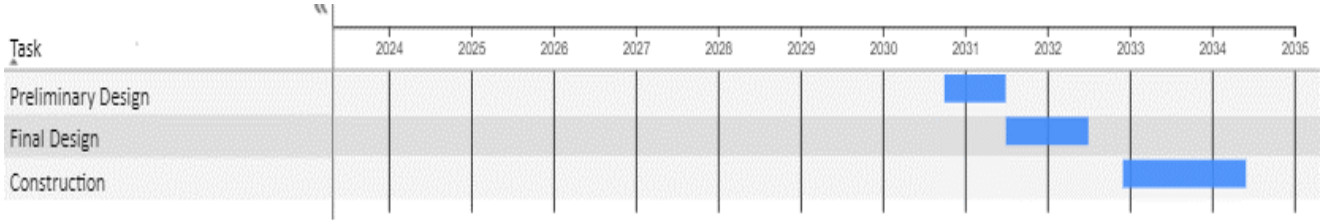


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Oct-30	Jun-31	$ 150,000	$ 150,000	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Jul-31	Jul-32	$ 150,000	$ 150,000	$ -	$ -
Mitigation			$ -	$ -	$ -	$ -
Construction	Dec-32	May-34	$ 2,000,000	$ 2,000,000	$ -	$ -
Total Costs			***$ 2,300,000***	***$ 2,300,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

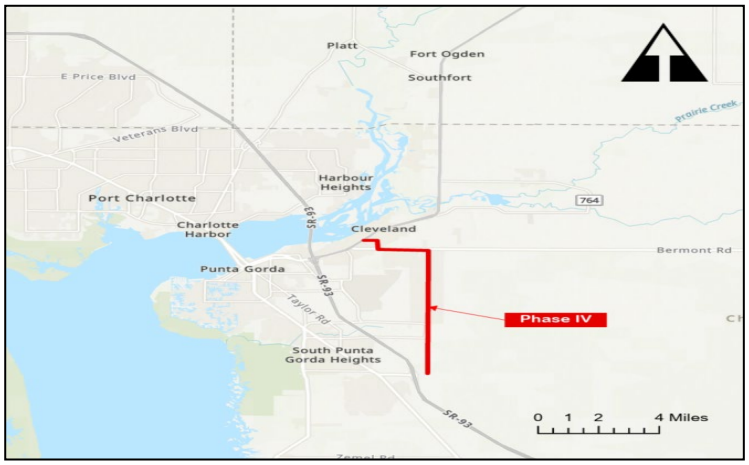


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 4

Project Type	Project Description
☐ Water Supply ☒ Transmission ☐ SystemWide Benefit ☐ Other	The Phase 4 Regional Integrated Loop project comprises approximately 10 miles of 16" diameter water line generally beginning at the Authority's Phase 1A Disston Ave. Pump Station Facility, located south of the Peace River in the town of Cleveland, and extends east and south connecting to the existing South Charlotte County 16" diameter water main. The South County water main originates at the County's Burnt Store Water Treatment Plant providing a plant-to-plant connection, in the future..

Project Location or Concept Sketch

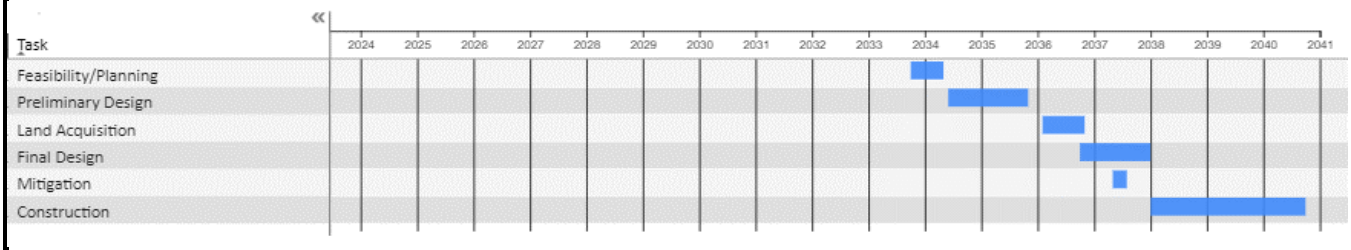


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	$ -	$ -	$ -	$ -
Preliminary Design	Jun-34	Oct-35	$ 612,000	$ 612,000	$ -	$ -
Land Acquisition	Feb-36	Oct-36	$ 2,040,000	$ 2,040,000	$ -	$ -
Final Design	Oct-36	Dec-37	$ 1,938,000	$ 1,938,000	$ -	$ -
Mitigation	May-37	Jul-37	$ -	$ -	$ -	$ -
Construction	Jan-38	Sep-40	$ 18,360,000	$ 18,360,000	$ -	$ -
Total Costs			***$ 22,950,000***	***$ 22,950,000***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

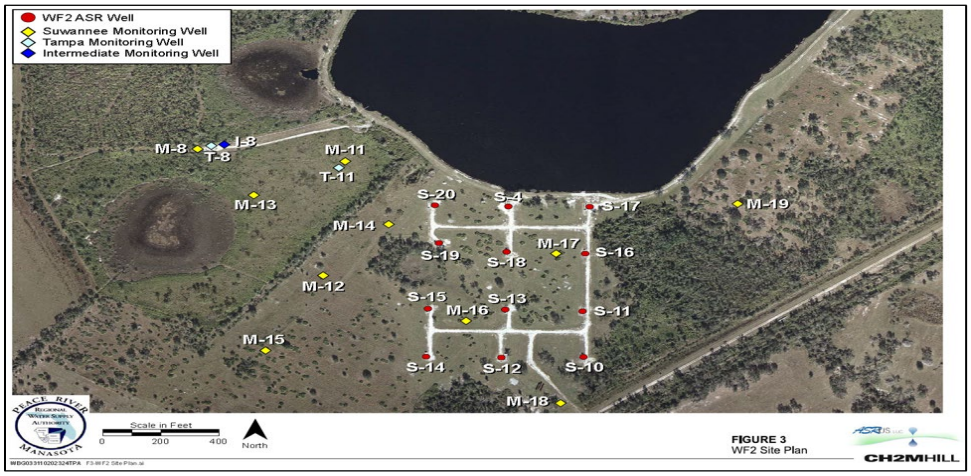


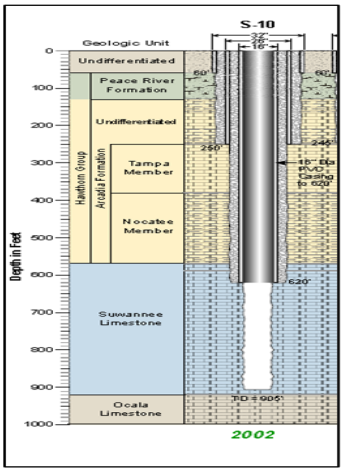
Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

ASR Wellfield Expansion

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] SystemWide Benefit [ ] Other	Success for the Peace River Facility is based upon capitalizing on seasonal storage and can either be accomplished with raw water off-stream reservoirs, or currently, as potable water ASR wells. This project will bring another 12 ASR wells online.

Project Location or Concept Sketch



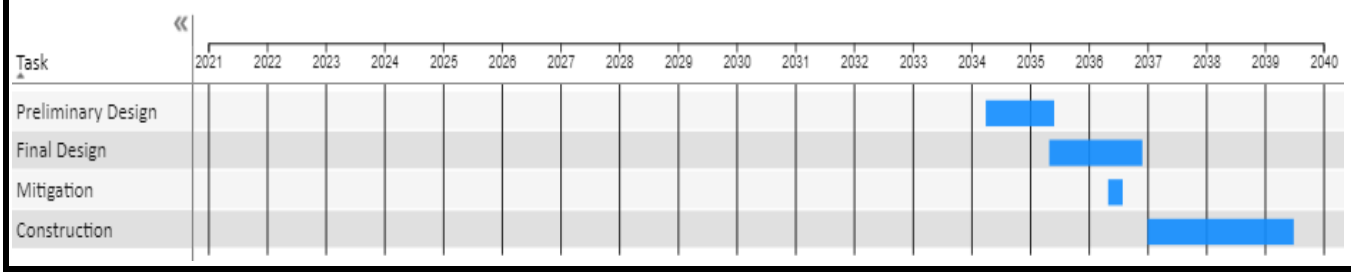


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Apr-34	May-35	$ 715,354	$ 715,354	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	May-35	Nov-36	$ 1,451,821	$ 1,451,821	$ -	$ -
Mitigation	May-36	Jul-36	$ 108,120	$ 108,120	$ -	$ -
Construction	Jan-37	Jun-39	$ 27,906,241	$ 27,906,241	$ -	$ -
Total Costs			***$ 30,181,536***	***$ 30,181,536***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Brackish Water RO Facility

Project Type	Project Description
[X] Water Supply [ ] Transmission [ ] Systemwide Benefit [ ] Other	This alternative water supply project would add 8 MGD AADD of safe yield to the regional system and also adds a measure of drought resiliency to the regional water supply network. Brackish groundwater would be withdrawn from the Suwannee Limestone and/or the upper Avon Park formation in the Floridan Aquifer. Reverse osmosis (RO) treatment membranes operating at an overall efficiency of 80% would be employed. RO concentrate would be injected to a permeable zone in the lower Avon Park Formation and/or the Oldsmar Formation of the lower Florida Aquifer, a unit far below and well confined from the water supply production zone. This project also includes two 2 MG finished water tanks for blending control.

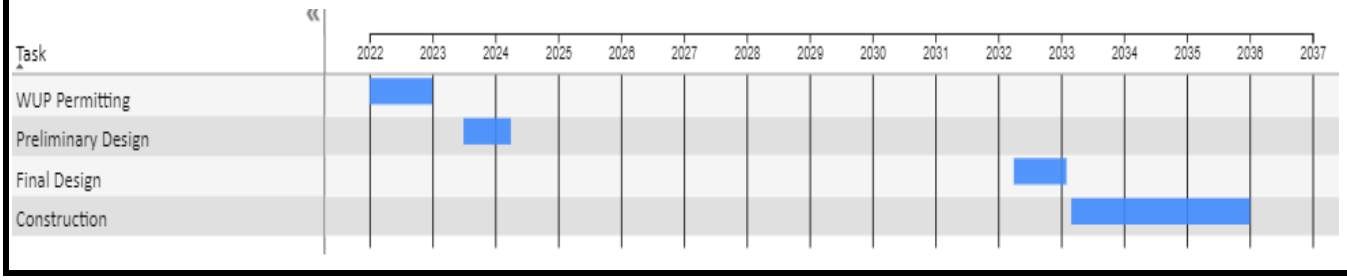
Project Location or Concept Sketch

Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning			$ -	$ -	$ -	$ -
Preliminary Design	Jul-23	Apr-24	$ 5,488,750	$ 5,488,750	$ -	$ -
Land Acquisition			$ -	$ -	$ -	$ -
Final Design	Apr-32	Feb-33	$ 18,000,000	$ 18,000,000	$ -	$ -
Mitigation	Mar-33	Sep-34	$ 2,000,000	$ 2,000,000	$ -	$ -
Construction	Mar-33	Jan-36	$ 238,000,000	$ 238,000,000	$ -	$ -
Total Costs			***$ 263,488,750***	***$ 263,488,750***	***$ -***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule

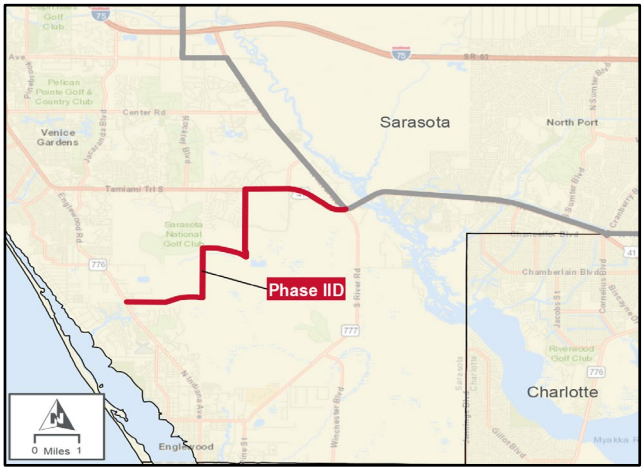


Capital Improvement Plan/Capital Needs Assessment
Project Description Sheet

Regional Integrated Loop - Phase 2D

Project Type	Project Description
[ ] Water Supply [X] Transmission [ ] SystemWide Benefit [ ] Other	This pipeline project is comprised of 12.5 miles of pipe tentatively sized as 24" diameter running from the Phase 2B regional loop pipeline near River Road and US 41 to the Englewood Water District. This segment completes a plant-to-plant connection that will boost local and regional resiliency and facilitate transfer of water in either direction. The project includes a pump station and storage elements as well as chemical trim facilities.

Project Location or Concept Sketch

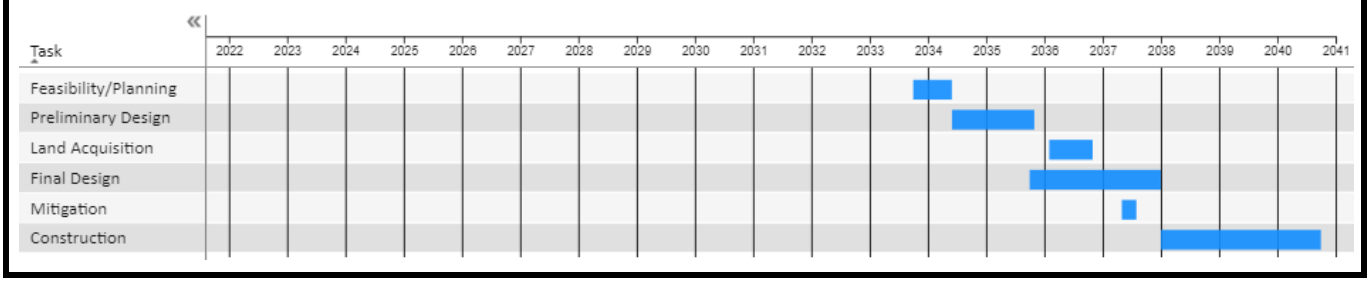


Project Schedule & Costs

Project Stage	Start Date	End Date	Estimated Cost	Sources of Funding: Authority Funds	SWFWMD Grant	State/Other
Feasibility/Planning	Oct-33	May-34	$ 300,000	$ 300,000	$ -	$ -
Preliminary Design	Jun-34	Oct-35	$ 1,046,400	$ 523,200	$ 523,200	$ -
Land Acquisition	Feb-36	Oct-36	$ 1,123,000	$ 1,123,000	$ -	$ -
Final Design	Oct-35	Dec-37	$ 2,112,059	$ 1,056,030	$ 1,056,030	$ -
Mitigation	May-37	Jul-37	$ 200,000	$ 200,000	$ -	$ -
Construction	Jan-38	Sep-40	$ 31,025,535	$ 15,512,767	$ 15,512,767	$ -
Total Costs			***$ 35,806,994***	***$ 18,714,997***	***$ 17,091,997***	***$ -***

Construction Costs include Consultant Engineers oversight

Visual Schedule



Capital Improvement Plan/Capital Needs Assessment
Appendix A - Assumptions

Cost Sources and Assumptions			
		Index Rate (ENR CCI)	
Project Name	Cost Source	FY24	FY25
Regional Integrated Loop - Phase 2B	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 2C	Feasibility & Routing Study	6.00%	2.00%
Reservoir 3	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Regional Integrated Loop - Phase 3C	Guaranteed Maximum Price	0.00%	0.00%
Regional Integrated Loop - Phase 3C Extension	Feasibility & Routing Study	6.00%	2.00%
Kings Highway Pipeline Replacement	Staff Developed	0.00%	0.00%
PRF Expansion	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Water Resources/Construction Dept. Building	Preliminary Design Report	0.00%	0.00%
Partially Treated Surface Water ASR	Disinfection Study for the Partially Treated Surface Water ASR	0.00%	0.00%
RV Griffin Solar Array	Peace River Renewable Energy Study	0.00%	0.00%
Replace 12" PVC Line	Staff Developed	0.00%	0.00%
Brackish Water RO Facility	Construction Manager at Risk Cost Estimate March 2024	0.00%	0.00%
Regional Integrated Loop - Phase 4	Staff Developed	0.00%	2.00%
ASR Wellfield Expansion	Integrated Regional Water Supply Plan 2020	6.00%	2.00%

Other Assumptions:

* All costs except for land acquisition and mitigation are indexed annually from the time of the last engineering report and/or study.
* Grant funding from the Southwest Florida Water Management District or State is only reflected on projects that have a funding commitment
* Fees associated with individual project stages are estimated utilizing project managers' best estimate at the time of project development
* Index Rate is calculated using the Engineering News-Record Construction Cost Index from August of the prior year to August of the current year

Engineering News-Record Construction Cost Index History (ENR CCI)												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023	13175	13176	13176	13230	13288	13345	13425	13473	13486	13498	13511	13515
2022	12556	12684	12791	12899	13004	13111	13168	13171	13173	13175	13175	13175
2021	11627	11698	11749	11849	11989	12112	12237	12463	12464	12464	12467	12481
2020	11392	11396	11397	11412	11418	11436	11439	11455	11499	11539	11579	11626
2019	11206	11213	11228	11228	11230	11268	11293	11311	11311	11326	11381	11381
2018	10878	10889	10959	10971	11013	11069	11116	11124	11170	11183	11184	11186
2017	10542	10559	10667	10678	10692	10703	10789	10826	10823	10817	10870	10873
2016	10132	10181	10242	10279	10315	10337	10379	10385	10403	10434	10442	10530
2015	9972	9962	9972	9992	9975	10039	10037	10039	10065	10128	10092	10152
2014	9664	9681	9702	9750	9796	9800	9835	9846	9870	9886	9912	9936
2013	9437	9453	9456	9484	9516	9542	9552	9545	9552	9689	9666	9668
2012	9176	9198	9268	9273	9290	9291	9324	9351	9341	9376	9398	9412
2011	8938	8998	9011	9027	9035	9053	9080	9088	9116	9147	9173	9172
2010	8660	8672	8671	8677	8761	8805	8844	8837	8836	8921	8951	8952
2009	8549	8533	8534	8528	8574	8578	8566	8564	8586	8596	8592	8641
2008	8090	8094	8109	8112	8141	8185	8293	8362	8557	8623	8602	8551
2007	7880	7880	7856	7865	7942	7939	7959	8007	8050	8045	8092	8089
2006	7660	7689	7692	7695	7691	7700	7721	7722	7763	7883	7911	7888
2005	7297	7298	7309	7355	7398	7415	7422	7479	7540	7563	7630	7647
2004	6825	6862	6957	7017	7065	7109	7126	7188	7298	7314	7312	7308
2003	6581	6640	6627	6635	6642	6694	6695	6733	6741	6771	6794	6782
2002	6462	6462	6502	6480	6512	6532	6605	6592	6589	6579	6578	6563
2001	6281	6272	6279	6286	6288	6318	6404	6389	6391	6397	6410	6390
2000	6130	6160	6202	6201	6233	6238	6225	6233	6224	6259	6266	6283

Capital Improvement Plan/Capital Needs Assessment
Appendix B - Project Summary Table by Project Stage

Capital Projects							
	Feasibility/Planning	Preliminary Design	Final Design	Land Acquisition	Mitigation	Construction	Grand Total
ASR Wellfield Expansion	$ -	$ 715,354	$ 1,451,821	$ -	$ 108,120	$ 27,906,241	$ 30,181,536
Kings Highway Pipeline Replacement (DeSoto County)	$ -	$ 150,000	$ 150,000	$ -	$ -	$ 2,000,000	$ 2,300,000
Partially Treated Surface Water ASR	$ -	$ 1,000,000	$ 2,500,000	$ -	$ -	$ 32,600,000	$ 36,100,000
PRF Expansion	$ -	$ 1,884,335	$ 10,000,000	$ -	$ -	$ 151,237,665	$ 163,122,000
Regional Integrated Loop - Phase 2B	$ 200,000	$ 5,100,000	$ -	$ 300,000	$ 200,000	$ 82,595,000	$ 88,395,000
Regional Integrated Loop - Phase 2C	$ 200,000	$ 1,621,800	$ 22,276,879	$ 1,583,958	$ -	$ 142,207,069	$ 167,889,707
Regional Integrated Loop - Phase 3C	$ 300,000	$ 4,694,450	$ -	$ 2,100,000	$ 50,000	$ 57,005,550	$ 64,150,000
Regional Integrated Loop - Phase 3C Extension	$ 300,000	$ 857,770	$ 5,434,771	$ 4,366,967	$ 204,000	$ 59,240,046	$ 70,403,553
Regional Integrated Loop - Phase 4	$ -	$ 612,000	$ 1,938,000	$ 2,040,000	$ -	$ 18,360,000	$ 22,950,000
Replace 12" PVC Line	$ -	$ 150,000	$ 350,000	$ 250,000	$ -	$ 5,000,000	$ 5,750,000
Reservoir 3	$ 1,500,000	$ 7,250,000	$ 9,500,000	$ 500,000	$ 15,700,000	$ 371,734,000	$ 406,184,000
Water Resources/Construction Dept. Building	$ -	$ -	$ 172,500	$ -	$ -	$ 4,500,000	$ 4,672,500
RV Griffin Solar Array	$ -	$ 200,000	$ 300,000	$ -	$ 50,000	$ 3,622,500	$ 4,172,500
Brackish Water RO Facility	$ -	$ 5,488,750	$ 18,000,000	$ -	$ 2,000,000	$ 260,000,000	$ 285,488,750
Grand Total	**$ 2,500,000**	**$ 29,724,459**	**$ 72,073,971**	**$ 11,140,925**	**$ 18,312,120**	**$ 1,218,008,071**	**$ 1,351,759,545**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 4

Design Build Contractor for Peace River Water Treatment Plant Expansion

---

Presenter - Mike Knowles, PE Engineering & Projects Sr. Manager

Recommended Action - **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Phase 1 Services with Wharton Smith, Inc for Professional Design-Build Services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project for a not to exceed cost of $7,985,696.

In accordance with the Authority's Procurement Policy, Statements of Qualifications (SOQ) were requested from respondents interested in providing professional Design-Build services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project. Three (3) SOQs were timely received by the April 22, 2024, submittal deadline and all three (3) SOQs were deemed responsive and were evaluated in accordance with the Authority Procurement Policy.

On May 5, 2024, 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 respondents to move on to the 2nd Stage -Technical Presentations held on May 20, 2024. Following the 2nd Stage – Technical Presentations, the PSEC ranked Respondents with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to execute the contract for Phase 1 Services with Wharton-Smith, Inc. for Professional Design-Build Services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project' for a not to exceed cost of $7,985,696. The scope of work under the Phase 1 Preconstruction Services includes developing a 60% Design, drafting permit applications, with additional design milestones.

Rank	Firm	Location
1	Wharton-Smith, Inc	Fort Myers, FL
2	The Haskell Company	Jacksonville / Sarasota, FL
3	PCL Construction, Inc	Tampa, FL

Budget Action: No action needed.

Attachments:
Tab A Presentation Materials
Tab B SOQ Information Package
Tab C Statements of Qualifications & Technical Presentations
Tab D Notice of Intended Decision and Committee Ranking Sheet
Tab E Contract

TAB A
Presentation Materials

Design-Build Contractor for Peace River Water Treatment Plant Expansion

Regular Agenda Item No. 4

June 5, 2024

Peace River Manasota Regional Water Supply Authority

1

Agenda

- Delivery Method
- Solicitation & Recommendation
- Contract & Schedule
- Motion

Peace River Manasota Regional Water Supply Authority

2

Agenda

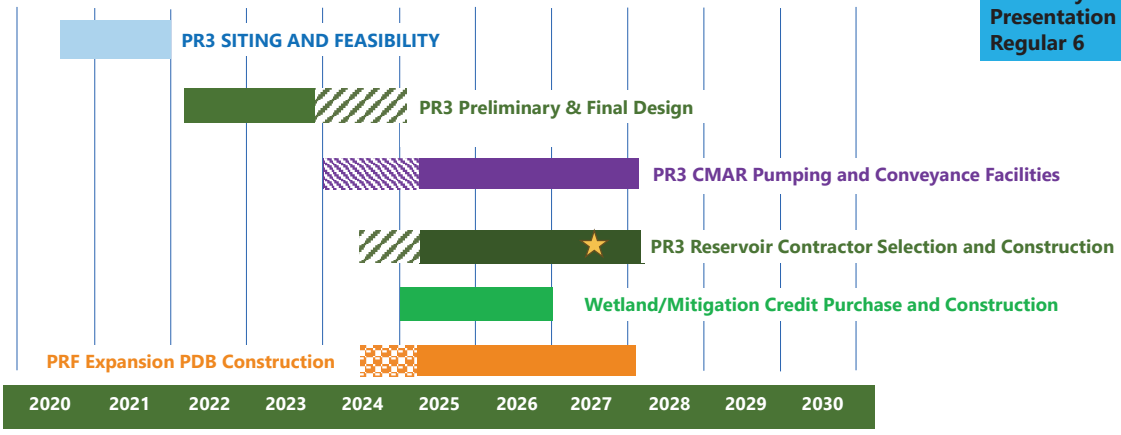
- **Delivery Method**
- Solicitation & Recommendation
- Contract & Schedule
- Motion

Peace River Manasota Regional Water Supply Authority

3

SWSEP Project Schedule

April 3, 2024 Authority Board Presentation Regular 6



- PR3 Pumping and Conveyance Piping – GMP and Construction April 2025
- PR3 Reservoir – Contractor Bid and Construction Begin April 2025. Filling by summer 2027
- **PRF Expansion – PDB Selection in June and GMP and Construction April 2025**

Peace River Manasota Regional Water Supply Authority

4

Progressive Design-Build

INNOVATION & COLLABORATION

SCHEDULE

PROCURING MATERIALS

VALUE ENGINEERING

Peace River Manasota Regional Water Supply Authority

5

Agenda

- Delivery Method
- **Solicitation & Recommendation**
- Contract & Schedule
- Motion

Peace River Manasota Regional Water Supply Authority

6

PDB Peace River Facility Expansion

May 20, 2024
2nd Stage – Technical Presentations, the PSEC ranked Respondents

May 6, 2024, Professional Services Evaluation Committee (PSEC) Shortlist

April 22, 2024, submittal deadline

March 8, 2024, Advertisement for Statements of Qualifications

Rank	Shortlisted Firm	Location
2	Haskell Company	Jacksonville / Sarasota
3	PCL Construction, Inc.	Tampa
1	Wharton-Smith, Inc.	Fort Myers

HASKELL

PCL

Wharton-Smith, Inc. CONSTRUCTION GROUP

7

PDB Peace River Facility Expansion

May 20, 2024
2nd Stage – Technical Presentations, the PSEC ranked Respondents

Rank	Firm	Location
1	Wharton-Smith, Inc.	Fort Myers

TODD O'DONNELL, DBIA
Executive Leadership
32 years experience

BILLY LOGAN, DBIA
Design-Build Project Manager
21 years experience

ANDREW COLEMAN, PE
Design Manager
21 years experience

YUE SUN, PE, BCEE
Process Lead Designer
26 years experience

Peace River Manasota Regional Water Supply Authority

8

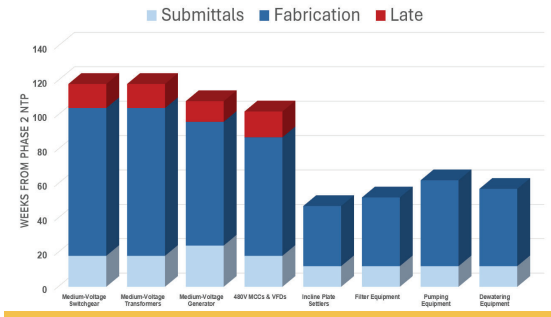
PDB Peace River Facility Expansion

Proven Track Record

Value Engineering

Wharton-Smith, Inc. CONSTRUCTION GROUP + Hazen

Rank	Firm	Location
1	Wharton-Smith, Inc.	Fort Myers



Mitigate Long Lead Equipment

Peace River Manasota Regional Water Supply Authority

9

PDB Peace River Facility Expansion

Teamed on 7 Treatment Facilities

Proven Track Record

Avoiding Wetlands
Common Wall Structure

Value Engineering

Wharton-Smith, Inc. CONSTRUCTION GROUP + Hazen

Rank	Firm	Location
1	Wharton-Smith, Inc.	Fort Myers

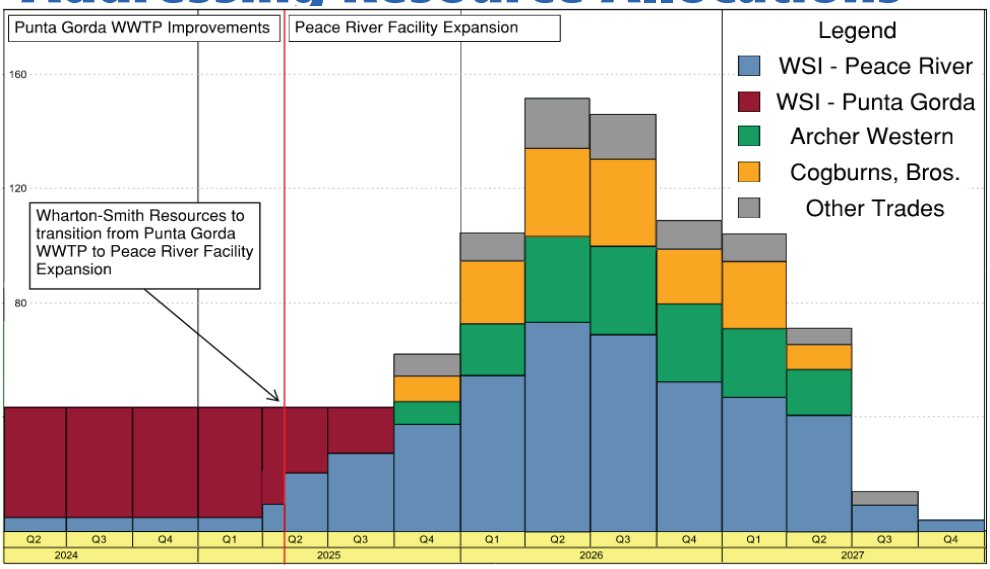
Submittals Fabrication Late
WEEKS FROM PHASE 2 NTP
140
120
100
80
60
40
20
0
Medium-Voltage Switchgear
Medium-Voltage Transformers
Medium-Voltage Generator
480V MCCs & VFDs
Incline Plate Settlers
Filter Equipment
Pumping Equipment
Dewatering Equipment

Mitigate Long Lead Equipment

Peace River Manasota Regional Water Supply Authority

10

Addressing Resource Allocations



Peace River Manasota Regional Water Supply Authority

11

"Committed and ready to get to work!"

Wharton-Smith, Inc. CONSTRUCTION GROUP
40 CELEBRATING years
1984 2024

Peace River Manasota Regional Water Supply Authority

12

Agenda

- Delivery Method
- Solicitation & Recommendation
- **Contract & Schedule**
- Motion

Peace River Manasota Regional Water Supply Authority

13

CONTRACT

Peace River Manasota Regional Water Supply Authority

14

SCOPE OF WORK

Performance Criteria:

Increase the Peace River Facility FDEP permitted capacity by 24 MGD

Phase 1 Preconstruction Services:

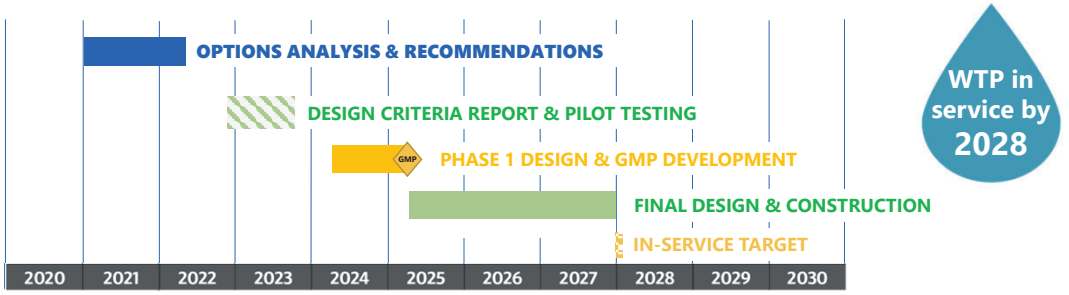
60% Design(Minimum) Permit Applications

Owner Direct Purchase Guaranteed Maximum Price

Peace River Manasota Regional Water Supply Authority

15

PRF Expansion Schedule



WTP in service by 2028

- ✓ WTP Capacity Optimization Study – Alternatives Ranked (Info. Only) – June 2022
- ✓ Design Criteria Report & Pilot Testing Work Order for Board Approval – December 2022
- ✓ Treatment Alternative Evaluation & Selection (Info. Only) – October 2023
- ✓ Phase 1 Design & GMP Development Contract for Board Approval – June 2024
- Phase 2 Final Design & Construction Amendment for Board Approval – April 2025
- Construction Completion, Commissioning, & Turnover – by January 2028

Peace River Manasota Regional Water Supply Authority

16

Agenda

- Delivery Method
- Solicitation & Recommendation
- Contract & Schedule
- **Motion**

Peace River Manasota Regional Water Supply Authority

17

Motion

Motion to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Phase 1 Services with Wharton Smith, Inc for Professional Design-Build Services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project for a not to exceed cost of $7,985,696.

Peace River Manasota Regional Water Supply Authority

18

TAB B
SOQ Information Package

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

INFORMATION PACKAGE
REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR PROGRESSIVE DESIGN-BUILD SERVICES of the PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting Statements of Qualifications ("SOQ") from experienced Progressive Design-Build teams for Progressive Design-Build services for the Peace River Facility ("PRF") Expansion Project – Final Design, Permitting, and Construction ("Project"). The Project will modify the Peace River Facility to increase the Florida Department of Environmental Protection ("FDEP") permitted capacity by 24 million gallons per day ("MGD"). Based on previous technology evaluations performed by the Authority, and onsite pilot testing conducted in 2023, this work will include final design, permitting, and construction of new inclined plate settler treatment units, new filter basins, and related appurtenant facilities as outlined in the Design Criteria Report.

By submitting an SOQ, a Respondent agrees to all the terms and conditions of this Request for Statements of Qualifications and those included in the attached progressive design-build services agreement for this Project ("Agreement").

ADDITIONAL DOCUMENTS

The following documents are included in this Information Package.

A. Peace River Facility 24 MGD Expansion Design Criteria Report Oct 2023
B. Peace River Facility 24 MGD Expansion Third Party Review Tech. Memo. Oct 2023
C. Peace River Facility Capacity Optimization Study May 2022
D. Peace River Water Treatment Facility Entrance Feb 2024
E. General Conditions of the Agreement between Owner and Design-Builder
F. Progressive Design-Build Agreement for the Peace River Facility Expansion
    a. Exhibits 1.1, 3.2, and 4.1 to be negotiated with Design-Builder and approved by Authority.

AUTHORITY BACKGROUND

The Authority is an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes. The Authority is comprised of Charlotte, DeSoto, Manatee and Sarasota Counties. The Authority was created for the purpose of developing, storing, and supplying water for county and municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals from concentrated areas. The Authority is required to acquire, design, secure permits, 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's boundaries.

The Authority owns and operates the Peace River Facility, a 51 MGD conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes approximately one hundred (100) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.

SCOPE OF WORK

Performance Criteria

The Project is to increase the Peace River Facility FDEP permitted capacity by 24 MGD. The Additional Documents contain the Peace River Facility 24-MGD Expansion Design Criteria Report (DCR). Additions to and modifications of the proposed Project as described in the DCR may occur during negotiations after the Authority selects a Design-Builder and during Phase 1 Design and Preconstruction development as appropriate. The DCR was prepared in accordance with Cooperative Funding Initiative (CFI) procedures as published by the Southwest Florida Water Management District (SWFWMD); although the Project does not have CFI funds committed at the time of this advertisement.

The selected progressive design-build team must complete final design, permitting, construction, testing, commissioning, and turnover of the Project by December 21, 2027.

The scope and fee for Phase 1 of the Project Scope will be presented to the Authority Board for consideration at the June 5, 2024, Authority Board meeting.

The draft scope and Guaranteed Maximum Price (GMP) for Phase 2 of the Project Scope on the Project must be completed by March 7, 2025, and a final Authority approved scope and associated GMP prepared by March 19, 2025, for consideration at the April 2025 Authority Board meeting.

Potential for Federal Funds on Project

Because the Authority may seek federal funding for this Project, Exhibit 9.1 of the Progressive Design-Build Agreement contains requirements under federal law that Design-Builder must meet.

Project Scope

The Project is proposed to be delivered in two phases:

- Phase 1 Preconstruction – 60% Design, including but not limited to 60% design milestone and related permitting needs necessary to develop a GMP.
- Phase 2 Final Design and Construction – Final 100% Design, construction permitting, construction, testing, commissioning, and turnover services.

The Agreement addresses Design-Builder's responsibility for determining the most appropriate means and methods for completion of the Project to meet the Performance Criteria.

GENERAL PROJECT SCHEDULE

Milestone		Expected Date of Completion
(1)	Advertise for Statements of Qualifications	03/08/2024
(2)	Final Date for Questions	04/02/2024
(3)	SOQ Submittals Due to the Authority	04/22/2024
(4)	PSEC[(a)] Meeting	05/06/2024
(5)	PSEC Presentations and Meeting/Ranking	05/20/2024
(6)	Design-Builder Selection by the Authority Board of Directors	06/05/2024

(a) PSEC = Professional Services Evaluation Committee. All PSEC meetings are publicly noticed.

The Authority reserves the right to delay scheduled dates if determined to be in the best interest of the Authority.

DESIGN-BUILDER SELECTION PROCESS

Design-Builder selection shall be in accordance with Section 3 of the Authority's Procurement Policy (adopted December 7, 2022, or latest revision). The Authority's Procurement Policy can be viewed in its entirety on the Authority's website at www.regionalwater.org. A copy of the progressive design-build agreement for this Project is included in this information package. The Agreement contains minimum insurance requirements that must be satisfied for the contract to be executed by the Authority. The successful Design-Builder's SOQ contents will be incorporated into the Agreement in terms acceptable to the Authority in its absolute discretion. **By submitting a SOQ, Respondent agrees to all the terms and conditions of this Request for Statements of Qualifications and those included in the Agreement.** Questions and clarifications related to this Request for Statements of Qualifications or the Agreement, must be submitted to the Authority as described below.

The Authority is currently working with Brown and Caldwell as the Authority's Owner's Agent. Brown and Caldwell is precluded from being on a team for the Project and Respondents are precluded from contacting them with questions related to this SOQ until after the Board has taken action on the recommendation to award for the Project. Brown and Caldwell authored the DCR and is progressing towards preliminary engineering activities of an electrical master plan for the entire PRF site. The DCR included a limited geotechnical engineering investigation and site survey, and are contained in the DCR. Respondents and their subcontractors must be capable of providing all the services needed to complete the Project.

After issuance of this Request for Statements of Qualifications, prospective Respondents or their agents, representatives or persons acting at the request of such Respondents are prohibited from contacting members of the Authority's Board of Directors or any Authority staff member, other than as provided below, concerning this solicitation until after the Board of Directors has made awards or when the solicitation has been canceled or terminated. Any questions concerning this Request for Statements of Qualifications must be presented in writing via email to **procurement@regionalwater.org** no later than 5:00 p.m. local time on April 2, 2024, using

"**SOQ Question: PDB Services for PRF Expansion**" as the subject line. **Respondents are responsible for reviewing the Authority's website for the Authority's responses to any questions timely submitted.**

Scoring and ranking based on written responses

Each member of the PSEC will review the responsive and responsible SOQs according to the criteria contained in this solicitation. Each PSEC member will score criteria 1 – 3 for each Proposer. The Authority will then average the scores of the committee members to develop a list of ranked firms. The PSEC will hold a public meeting to discuss and rank the responses. At the meeting, the Authority will read the list of the top ranked firms (at least 3) that may be invited to proceed to the next steps of the evaluation process. At its discretion, the Authority may elect to end the selection process at this time or may proceed to hear technical presentations from and interview the top-ranked firms. If the Authority does not conduct presentations and interviews, the Authority will begin negotiations with the selected firm.

Technical Presentations and Interviews

If the Authority elects to do so, the PSEC will conduct presentations and interviews of the top ranked firms. The Authority may provide additional directions and interview questions in advance of the interviews. As provided in section 286.0113, Florida Statutes, the interviews will be exempt from public meeting requirements, but will be recorded. As provided in section 119.071(1)(b), Florida Statutes, the recording and the written submittals will remain exempt from disclosure until the Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

Following the presentations and interviews, the PSEC will convene in a public meeting to discuss and score the shortlisted teams considering the additional information provided. The scoring and ranking based on the written submittals will not affect PSEC ranking following the presentation and interview process. The Authority will rank the shortlisted teams for a final selection. No comments will be accepted from the shortlisted teams or the public during this meeting. The Authority will post the list of firms in ranked order on its website.

Contract Negotiations

The Authority will conclude the public meeting following final ranking. Immediately following the public meeting, the Authority will begin confidential negotiations with the top-ranked firm for the price for Phase 1 services starting with their Phase 1 Services Pricing Information Form provided in **Attachment E.** This form is provided for Respondents' use so that Respondents will be ready to immediately begin negotiations and must not be provided to the Authority until contract negotiations begin. The Authority will then negotiate an Agreement with the top-ranked firm in accordance with section 286.055(5), Florida Statutes. If the Authority is unable to negotiate a satisfactory contract with the top-ranked firm, the Authority will terminate negotiations with that firm and will then undertake negotiations with the second-ranked firm. The Authority will continue negotiations in accordance with section 287.055(5), Florida Statutes until an agreement is reached.

SOQ REQUIRED CONTENTS

SOQs must include documentation to satisfactorily demonstrate all required information, and may include supplemental information, as needed, to appropriately address any point or issue, provided that the submittal complies with all requirements of this Request for SOQs, including any page limit(s). The SOQ needs to only cover the Respondent's qualifications and general approach with respect to progressive design-build projects.

Submittals must not exceed forty (40) pages in total, and must include the following sections:

1. Letter of Transmittal & Delegation of Authority

   Letter of Transmittal (Counts towards maximum page limit): Respondents must provide a letter of transmittal from the Primary Contractor and Primary Engineer which must include the following:

   a. Full legal company name and Company type (i.e., Corporation, Partnership, Joint Venture (JV), etc.). Firm should be registered as a legal entity in the State of Florida.;
   b. Physical and mailing addresses (if different) and include any other location(s) which may perform portion(s) of the work;
   c. Primary company point-of-contact information (name, phone and email), and any secondary or supplemental point(s)-of-contact information;
   d. Names and titles of principals, partners, or owners as applicable;
   e. Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
   f. Brief description of business philosophy; and
   g. Brief statement regarding the Respondent's interest in this project.
   h. Brief statement regarding compliance with provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R Parts1, 3 and 5).

   Delegation of Authority letter (Does not count towards maximum page limit): The Delegation of Authority letter is required for any representative(s) signing on behalf of the Respondents who are not principals, owners, partners, etc., for the Design-Builder firm. The Delegation of Authority must state the levels of authority delegated to each representative, must be on company letterhead, and must be signed by a principal/owner/partner (as applicable) of the Design-Builder firm.

2. Progressive Design-Build Team Qualifications, Experience, & Safety

   Qualifications (Counts towards maximum page limit): Respondents must include the following information in this section to fully demonstrate the qualification, education, and abilities of the Respondents, its personnel, and members of the Respondent's team, including key subconsultants and subcontractors:

   a. Legal name(s) of **all** entities that comprise of the Progressive Design-Build team, the primary point-of-contact for each entity, the office location from which the primary point-of-contact is assigned, phone number, and email address.

b. Demonstrate the Respondent's business and proposed key personnel are licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity and key personnel, including Design-Build Institute of America (DBIA) Certifications. License copies may be minimized to fit multiple licenses per page, as long as they are legible.
c. Demonstrate Respondent's minimum compliance with the definition of design-build firm provided in Section 287.055(2)(h), Florida Statutes.
d. Provide a written overview of the experience between the Prime Contractor and Prime Engineer, including projects of similar size, length and complexity.
e. Provide an Organizational Chart(s) that identifies key personnel and subcontractors/subconsultants. Key personnel will be the only staff qualifications evaluated. Limit the organizational chart(s) to 11 x 17 maximum page size.
f. Identify and provide resumes for all key personnel (and their firm affiliations) on the project team and describe their specific responsibilities throughout the Project. Demonstrate the qualifications, experience, and capabilities of the individuals. At a minimum include the following positions and identify any other key personnel Respondent believes are important to delivery of the Project:
    i. Design-Build Project Manager: Single point of contact responsible for overall delivery and design-build team management.
    ii. Design Manager: Engineer responsible for coordinating the Project design.
    iii. Process Lead Designer: Engineer responsible for the process design
    iv. Construction Manager: Responsible for the delivery of the construction phase of the project; responsible for providing constructability reviews. Responsible for managing the team resources and schedule to deliver the construction phase of the Project.
    v. Preconstruction Manager – Responsible for constructability review, permit setup, cost estimating, procurement, Phase 2 price development, and other responsibilities. Must have a minimum of 10 years of experience in a similar role on at least two design-build or other collaborative delivery projects, water or wastewater preferred.
    vi. Commissioning and Startup Manager – Responsible for leading development of the startup and commissioning plan and acceptance testing plan during the design phase and implementing the plans during the construction phase. Minimum of 10 years of operations and startup and commissioning experience on similar water/wastewater projects, preferably using a collaborative delivery method.

Qualifications Attachments (Does not count towards maximum page limit): Complete the following attachments:

Attachment A – Key Personnel Chart. Include all reference projects listed within this SOQ on the chart and only Key Personnel. Key Personnel Chart will also be utilized to evaluate the Progressive Design-Build Team Location & Collaboration criteria.
Attachment B – Qualification Certification

Experience (Counts towards maximum page limit): Respondents must submit four (4) unique reference projects that in part or fully meet the following qualifications. The Reference Form must be completed for all reference projects and those projects need to also be listed in the Key Personnel Chart. Reference projects can include projects either ongoing or completed

by the firms or key personnel experience if with a different firm.

g. The Prime Contractor and Prime Engineer shall each submit at least one (1) water or wastewater treatment facility projects.
h. The Prime Contractor shall submit at least one (1) alternative delivery project; either Progressive Design-Build or other collaborative delivery with a GMP. This project can be the same reference projects as those requested in 2.g.
i. Reference projects must include the original GMP (or bid price), final construction cost and an explanation of the differences between the original GMP (or bid price) and final construction cost (including all change orders and explanation of the change order).

Safety (Counts towards maximum page limit): Provide the following safety metrics for the Prime Contractor and its key subcontracting partners, if any, over the past three years:

j. Experience Modification Rate (EMR)
k. OSHA Total Recordable Incident Rate (TRIR)
l. OSHA Lost-Time Incident Rate (LTIR)

3. Progressive Design-Build Team Project Approach

Approach (Counts towards maximum page limit): Respondent to include a narrative (with graphics if desired) to take the Project from the current design information in the DCR, to construction, commissioning and turnover of the Project meeting the Performance Criteria. The Respondent's Project Approach should address at a minimum the following items:

- Describe how the Project will be delivered from kick-off through construction utilizing the Respondents communication plan; staffing plan; and delivery approach;
- Describe the Respondent's Risk Management and Safety Plan that includes a list of risks
  related to the Project and the Respondent's proposed mitigation measures;
- Describe how the Respondent will provide cost certainty through the Project design progression from the GMP through Construction.

Approach Attachments (Does not count towards maximum page limit):
Prepare a proposed Phase 1 Scope of Work to take the Project from the current design stage of the DCR, to a 60% Design milestone suitable to prepare a GMP meeting the Performance Criteria. Do not include the draft Scope of Work Fee with this attachment.

4. Financial Capability and Legal matters

Financial Capability and Legal (Does not count towards maximum page limit): Respondents shall submit the following information in this section:

a. Provide the following information concerning legal matters:

Legal proceedings and judgments. List and briefly describe any pending or past (within five years) legal proceedings and judgments, and any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Authority. If no such proceedings or judgments are listed, provide a sworn statement to that effect from the general counsel.

Completion of contracts. Has the Respondent failed to complete any contract, or has any contract been terminated due to alleged poor performance or default within the past five years? If so, describe the circumstances.

Violation of laws. Has the Respondent been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination or prevailing wages within the past five years? If so, describe the circumstances.

Debarred from bidding. Has the Respondent been debarred within the past five years, or is it under consideration for debarment, from bidding on public contracts by the federal government or by any state? If so, describe the circumstances.

Respondent shall answer each question and if any of the above questions are answered in the affirmative, it is the Respondent's responsibility to: (1) describe in detail the unfavorable factor or event; and (2) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the Respondent's ability to perform its contractual commitments. Provide these responses as **Attachment C** of the response.

b. Provide the following information concerning financial matters:

i. Complete and provide **Attachment D** – Affidavit of Solvency

ii. Respondent shall identify whether it is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity. As applicable, identify and provide information of any authorities of the Respondent (e.g., shareholders, members, partners, and the like) who hold an interest of five percent or more.

iii. Respondent shall demonstrate its financial strength and stability to successfully execute this project (maximum one (1) page). The Respondent shall submit audited financial statements for the Respondent for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year. If the Respondent is a JV, the managing partner must be identified. All parties to the JV must submit audited financial statements for the Respondent for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year, for each partner or member. The Respondent shall demonstrate that it has sufficient liquidity in terms of cash flow and balance sheet strength. If a guarantor is included in the Proposal, then such financial statements must be provided by the guarantor.

(a) Times Interest Earned > 10.0
(b) Revenue to Equity ≤ 18
(c) Current Ratio ≥ 1.0

iv. Respondents shall provide evidence of their ability to maintain a Performance and Payment Bond in the amount of at least $165 million as well as a letter or Certificate of Insurance from the Respondent's insurance company of the insurance limits and requirements stated in the Agreement.

v. Disclosure of whether Design-Builder previously represented or currently represents Charlotte, DeSoto, Manatee or Sarasota Counties, and/or the City

of North Port ("Customers"), in any capacity, and description of such representation, if applicable;

vi. Disclose if the Respondent, including each Partner or member if a JV, has any material historical, existing or anticipated changes in financial position, including mergers, acquisitions, takeovers, joint ventures, bankruptcies, divestitures, or any material changes in the mode of conducting business. If so, list and describe.

The Respondent must notify the Authority of any changes should they occur after submission of the response and before the selection process is completed (and, in the case of the selected Design-Builder, before executing the Design-Build Contract).

Required Forms (see copies attached below):

- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- E-Verify Affidavit and Required Evidence
- Reference Forms
- Key Personnel Chart
- Qualification Certification

The submission shall be limited to the page number maximums as listed in the SOQ requirements above. Front and back covers, table of contents, section dividers, and Required Forms are excluded from the page limit. All pages shall be standardized 8 ½ x 11 inches in size, margins not less than 1-inch, standard black text and minimum 12-point font size unless section indicated that pages 11 x 17 inches in size are allowed. Font on graphics may be reduced to 10-point font size.

Respondents desiring to provide these services to the Authority must submit a single electronic file in searchable PDF format of their statement of qualifications in accordance with the requirements contained in the information package via email to procurement@regionalwater.org, using "Response to SOQ: PDB Services for PRF Expansion" as the subject line.

As a courtesy, the Authority will endeavor to provide an email acknowledgement usually sent within a few days after submission receipt (submissions received on the day of the deadline may not be acknowledged before the deadline or at all). It is the Respondent's responsibility to confirm its submission (PDF file) has been received. The Authority can receive files up to 100 MB in size.

A Respondent's SOQ must be received no later than **10:00 a.m. local time on April 22, 2024,** at the above referenced email address. The Authority will not be responsible for any lost or late arriving statement of qualifications sent electronically. Late submittals will not be opened or considered. SOQs that are incomplete, conditional, obscure, or do not conform to the requirements contained in this Request for Statements of Qualifications may be rejected as nonresponsive at the sole discretion of the Authority. The Authority reserves the right to reject all responses and not grant any award resulting from this Request for Statements of Qualifications. The Authority also reserves the right to waive nonmaterial irregularities and technicalities and to re-advertise for additional statement of qualifications. If awarded, no contract will be formed between the Respondent and the Authority until an agreement is executed by both parties.

Upon submittal of its SOQ, the Respondent agrees to be bound by all terms and conditions of the Request for Statements of Qualifications. Neither the Authority nor its representatives will be liable for any expenses incurred in connection with preparation of a response to this Request for Statement of Qualifications. By submitting an SOQ, Respondents acknowledge their team is willing and capable to perform the work required to meet the Performance Requirements.

FIRST STAGE - SOQ EVALUATION CRITERIA

The following criteria, with the weighting indicated, will be used to evaluate the First Stage:

First Stage Criteria	Maximum Points
1. Progressive Design-Build Team Qualifications, Experience, & Safety	45 points
2. Progressive Design-Build Team Project Approach	45 points
3. Progressive Design-Build Team Location & Collaboration	10 points
4. Financial Capability and Legal	Pass/Fail
TOTAL	100 points

All Respondents (with a Pass on the Financial Capability and Legal section) and qualifications will be evaluated by the PSEC to determine a shortlist of Respondents to participate in the Second Stage Technical Presentations and Interviews.

SECOND STAGE – TECHNICAL PRESENTATIONS AND INTERVIEWS

Shortlisted Respondents will proceed to technical presentations and interviews and must provide a copy of their presentations on a USB Drive. The Technical Presentation will provide a Project-specific approach for the items listed below. **Respondents will have up to 30 minutes for their Technical Presentations with a question-and-answer period to follow.**

Technical Presentation Components

1. Project Schedule: Present a Project-specific schedule with key milestones to meet the timeframes in this SOQ. Identify any critical path items for the Project and any approach to ensuring the timeframes are adhered to, including availability of staff.

2. Project Technical Approach: Present the most critical aspects of the Project design, permitting, and construction (including previous history of addressing similar project aspects and resource allocation).

3. Project Innovation: Present any design, permitting, or construction related innovative ideas for the Project. This could include but it is not limited to ideas related to cost savings, facility placement, treatment considerations, reducing impacts to the public or the environment, material selection considerations, sequencing of construction, startup and commissioning, ease of future maintenance and operation, etc.

Handouts or other displays (of any dimension) are permitted at the presentation; however, the digital version of the handouts must be included on the USB Drive submitted at the conclusion of the presentation.

PROCUREMENT POLICY AND PROTESTS OF DECISIONS

Disputes regarding this solicitation or award will be resolved in accordance with the policies and procedures contained in the Authority's Procurement Policy which is available on the Authority's website. The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, apply to all protests to contract solicitations or awards. Failure to file a protest within the time prescribed in section 120.57(3), Florida Statues, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceeding under Chapter 120, Florida Statutes.

SCRUTINIZED COMPANIES

By submitting a response to this solicitation, Respondent certifies that it is in compliance with Section 287.135, Florida Statutes. Respondent certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of $1 million or more, Respondent certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes, and (2) it is not engaged in business operations in Cuba or Syria. Respondent acknowledges the remedies provided in Subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

PUBLIC ENTITY CRIMES.

Respondent understands the requirements of sections 287.132 and 287.133, Florida Statutes certifies that it is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Respondent certifies that it is in full compliance with sections 287.132 and 287.133, Florida Statutes and will notify the Authority if it becomes non-compliant.

E-VERIFY

Section 448.095, Florida Statutes, requires that consultants, contractors, subconsultants, and subcontractors for a public agency must register with and use the E-Verify system to verify the work authorization status of all new employees. By submitting a response to this solicitation Respondent certifies that it does not employ, contract with, or subcontract with any unauthorized aliens, is in compliance with section 448.095, Florida Statutes, and if selected, will comply with the requirements in the contract concerning E-Verify.

RESPONSIBLE VENDOR DETERMINATION

Respondent is hereby notified that Section 287.05701 Florida Statutes provides that the Authority may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor and may not give preference to a vendor based on the vendor's social, political, or ideological interests.

PUBLIC RECORDS

Once opened, all responses will become the property of the Authority and, at the sole discretion of the Authority, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this solicitation will be subject to the provisions of the Public Records Act, Chapter 119, Florida Statutes. Any Respondent claiming that its response contains information that is exempt from Chapter 119, Florida Statutes, must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Respondents are solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Subsection 119.071(1)(b), Florida Statutes, exempts sealed responses from inspection, examination, and duplication until such time as the Authority issues a notice of intended decision or within 30 days after opening the responses, whichever is earlier. This exemption is not waived by the public opening of the responses. **ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THIS SOLICITATION MAY BE DIRECTED TO THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

CONFLICT OF INTEREST

All Respondents must disclose in their SOQ the name of any officer, director, or agent who is also an employee of the Authority. Further, all Respondents must disclose the name of any employee of the Authority who owns, directly or indirectly, an interest in the Design-Builder's firm or any of its subsidiaries.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list**. (Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____ by _____ as _____ of _____, a _____ company 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

_____
Name typed, printed or stamped

My Commission Expires: _____

REFERENCE FORM [1]

Reference Project Name:_____

Reference Entity/Utility:_____

Reference Contact Person [2]:_____

Reference Address [2]:_____

Reference Email Address [2]:_____

Reference Phone No. [2]:_____

Project Delivery Method: _____

Project Location:_____

Contractor Firm:_____

Contractor Project Manager:_____

Engineering Firm: _____

Engineer(s) of Record:_____

Date Project Commenced:_____

Date of Final Completion:_____

Construction Cost (Budget & Final Costs): _____

Original GMP or Bid: _____Final Cost (including Change Orders): _____

Qualification Satisfied: ☐ 2.g. Water/Wastewater Treatment Facility Project☐2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost:_

(1) This form sheet is an example of the information to be presented; however, the format can be modified for the submittal.

(2) Reference Contact must currently be employed by Entity/Utility with correct contact information

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that _____(Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____(Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

_____
Signature Date

_____
Print Name

STATE OF _____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____ day of _____, 20___ by _____ (name of officer or agent, title of officer or agent) of _____(name of Consultant company acknowledging), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

ATTACHMENT A

KEY PERSONNEL CHART

ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by Peace River Manasota Regional Water Supply Authority. The Undersigned verifies that the firm is qualified as a Design-Build firm as defined by Florida Statute 287.055(2)(h). The Undersigned also verifies that the firm is licensed in the State of Florida as a Certified General or Building Contractor in accordance with the Florida Statute 489.119; OR, licensed in the State of Florida as an Engineer in accordance with Florida Statute 471.023.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm, or corporation to furnish all information requested by the Authority, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Peace River Manasota Regional Water Supply Authority designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this _____ day of _____, 20____.

_____
Signature of Affiant

_____ _____
Printed Name & Title of Affiant Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by Affiant. who is personally known to me or has produced_____ as identification.

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

ATTACHMENT C

Answers to questions concerning legal matters

(Use additional or supplemental pages as needed)

ATTACHMENT D

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Consultant), being of lawful age and being duly sworn I, _____ (Affiant), as _____(Title) *(ex: CEO, officer, president, duly authorized representative, etc.)* hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.

2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.

3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.

4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this _____ day of _____, 20_____.

_____
Signature of Affiant

STATE OF_____
COUNTY OF_____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by Affiant. who is personally known to me or has produced_____ as identification.

_____
Notary Public

_____
Name typed, printed or stamped

My Commission Expires: _____

ATTACHMENT E

Phase 1 Services Pricing Information Form

For Respondent's use only

DO NOT SUBMIT THIS FORM
WITH YOUR RESPONSE TO THIS SOLICITATION

Request for Statements of Qualifications – PROGRESSIVE DESIGN-BUILD SERVICES of the PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

Addendum 1
April 4, 2024

Responses to Questions:

1. Question: Please provide record drawing for the existing Peace River Facility

Response: Respondents who would like a copy of the record drawings must have the attached agreement executed by a person with the authority to bind the firm. Upon delivery of a properly executed agreement, Respondent may physically pick up a USB drive at the Authority's office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202. Only one member from each Respondent's team may pick up a USB drive. Pick up must be arranged in advance by contacting Authority staff at 941-316-1776 or peaceriver@regionalwater.org.

2. Question: Please provide the Brown and Caldwell electrical master plan report/technical memorandum.

Response: The electrical master plan/technical memorandum has not been completed, however will be shared with the selected PDB team once available.

3. Question: Design Criteria Report, page 3-3: If available, please provide the report associated with the reservoir algae study referenced in the Design Criteria Report.

Response: The reservoir algae study has not been completed, however will be shared with the selected PDB team once available.

4. Question: Please provide the CAD files for the design contained in the Brown and Caldwell Design Criteria Report. In addition, provide any additional files/drawings available for the mechanical, structural or other design disciplines.

Response: Any CAD files available from the Design Criteria Report will be located on the USB drive with the record drawings requested on Question 1.

5. Question: SOQ REQUIRED CONTENTS, 4. Financial Capability and Legal matters, 4.b.iii: The Authority requests "Respondent shall demonstrate its financial strength and stability to successfully execute this project (maximum one (1) page). The

Respondent shall submit audited financial statements for the Respondent for the past three years and quarterly financial statements, certified by the chief financial officer, for the current year".

The Respondent's audited financial statements and quarterly statements for the current year will exceed the one (1) page limit set by the authority. Please remove the one (1) page requirement and confirm that the Respondent's audited/quarterly financial statements will be sufficient to satisfy the Authority's needs for this request.

Response: Pursuant to page 7 of the Information Packet, Items requested under item 4 Financial Capability and Legal Matters do not count toward the page limit. The page limit stated under item 4 (b)(iii) is eliminated and all other requirements, including submitting 3 years of audited financial statements, remain unchanged.

6. Question: Please confirm if any comments or clarifications on the General Conditions of the Agreement and Progressive Design-Build Agreement should be provided with the SOQ documents or will be discussed, if selected, in the confidential negotiation following the final ranking.

Response: Pursuant to page 3 of the Information Packet, all questions, comments and clarifications to the information packet or associated Agreements should be asked in writing per the instructions provided no later than 5:00 pm, April 2, 2024. Respondents should also note that by submitting an SOQ, they agree to all the terms and conditions of the Request for SOQ, including the Agreements.

7. Question: Would the Authority allow additional 11 x 17 pages above and beyond those indicated to be allowed? If so, will those additional pages count as one page or two pages?

Response: Respondents should limit the page numbers and sizes per the instructions provided in the Information Package.

8. Question: The following items were requested/commented on regarding the General Conditions of the Agreement between the Owner and Design-Builder:

A. In multiple areas of the provided contract documents the supplementary conditions are referenced. Are these documents available at this time or will they be discussed during the contract negotiations?

Response to 8. A.: See revisions to Article 5 of the attached General Conditions which contain insurance requirements and amounts that were inadvertently omitted from the document. Also note that the reference to Supplementary Conditions is changed to reference requirements in Article 5.

B. In regards to sections 2.03, 3.01, and 3.02, our team, if selected, would like to discuss the potential subjective language of what is included in the contract documents.

C. Our team requests, that if selected, the Authority provide all owner policies and standards of conduct for direct reference in the agreement.

D. Referencing section 3.05, our team, if selected, would like to include indemnification language for use or alteration of the work product.

E. Our team requests, if selected, has the opportunity to discuss limits of insurance coverage and how our carrier/coverage may comply with the contract documents.

F. Referencing section 6.01, Our team requests that reference be made to the "standard of care" for design professional services to comply with Design-Builders insurer requirements.

G. Referencing section 6.13, Design-Builder would like to discuss safety roles and requirements of the Authority staff and other contractors that may be onsite executing other projects if selected.

H. Referencing section 6.16 B, Design-Builder would like to clarify prescribed storm prep prior to a "named" storm.

I. Referencing section 6.20, Design-Builder, if selected, wishes to discuss indemnification language with the Authority and their council for compliance with our insurance carrier policy.

Response to 8. I.: See changes to 6.20 A. of the General Conditions which are consistent with Florida Statutory requirements.

J. Referencing section 11.02 H, Design Builder requests that this section be deleted. It is unknown what impacts anticipated projects may have on this project.

K. Please clarify if the warranty period is 1 or 2 years.

Response to 8. K: The General Conditions of the Agreement provide the following regarding the warranty:

12.01 Owner May Correct Defective Work

A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

L. Reference section 14.02 C, Design Builder requests that the overall correction period of the event that led to the notice of intent to terminate be eliminated. If long lead materials are required to cure, this period may exceed 30 days. Design Builder proposes language to provide a cure plan, detailing procedures and timeline to cure within 7 days of the notice of intent to terminate and implementing the cure plan within 30 days of said notice.

Response: Other than as stated above, at this time the Authority will not consider any changes to the General Conditions of the Agreement between the Owner and Design-Builder.

9. Question: The following items were requested/commented on regarding the Progressive Design-Build Agreement for the Peace River Facility Expansion:

A. Referencing section 5.5, our team would propose to include language regarding change in payment procedures if selected to protect both entities.

B. Referencing section 9.24, Design Builder requests that mutual assignment language be included in the final agreement if selected.

Response: At this time the Authority will not consider any changes to the Progressive Design-Build Agreement for the Peace River Facility Expansion.

10. Question: To best convey our innovative concepts, please allow the Respondent to submit up to six (6) 11x17 pages in section "3. Progressive Design-Build Team Project Approach"

Response: Respondents should limit the page numbers and sizes per the instructions provided in the Information Package.

AGREEMENT NOT TO DISCLOSE RECORDS CONCERNING WATER FACILITIES

This Agreement is made between the Peace River Manasota Regional Water Supply Authority ("Authority") and _____ ("firm") on the last date shown below once signed by both parties.

Background

A. The Authority has issued a solicitation to select a firm to design and build certain water facilities.

B. In connection with the solicitation, the Authority is providing to the firm records which depict the internal layout and structural elements of the water treatment facility that are exempt from public records disclosure under Section 119.071(3)(b), Florida Statutes and s. 24(a), Art. I of the State Constitution (the "Records").

Therefore, the parties agree as follows:

1. The firm represents that the person executing this Agreement has the authority to contractually bind the firm.

2. The firm will not disclose the Records to any other person outside the firm who is not part of its design-build team.

3. The firm will ensure the security of the Records including obtaining contractual commitments from any subcontractors to do so.

4. The firm will return all Records and any copies of them upon completion of the solicitation process or, if selected, upon completion of its work for the Authority.

Peace River Water Supply Authority

_____
Mike Coates, Executive Director

_____
Date

Firm

_____
Name of Firm

_____
Signature

_____
Print name

_____
Print title

_____
Date

Revised April 4, 2024

General Conditions of the
Agreement between Owner and Design-Builder

Table of Contents

Article 1 – Definitions And Terminology

Article 2 – Preliminary Matters

Article 3 – Contract Documents: Intent, Amending, Reuse

Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions

Article 5 – Bonds and Insurance

Article 6 – Design/Builder's Responsibilities

Article 7 – Other Construction

Article 8 – Owner's Responsibilities

Article 9 – Changes in the Work; Claims

Article 10 – Cost of The Work; Cash Allowances; Unit Price Work

Article 11 – Change of Contract Price; Change of Contract Time(s)

Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13 – Payments to Design/Builder and Completion

Article 14 – Suspension of Work and Termination

Article 15 – Claims and Dispute Resolution

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Acceptance Testing and Commissioning:* The tests and commissioning process set forth in the technical specifications provided by the Design-Builder and approved by the Authority.

2. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Proposals or the Contract Documents.

3. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design-Builder covering the Work.

4. *Application for Payment*: The form which is to be used by Design-Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Bonds*: Performance and payment bonds.

7. *Change Order*: A written order which, when signed by Design-Builder and Owner, authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time(s), issued on or after the Effective Date of the Contract.

8. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

9. *Construction Manager*: An individual or entity with whom Owner may contract to furnish services to Owner with respect to the Project.

10. *Construction Subagreement*: A written agreement between Design-Builder and a construction Subcontractor for provision of Construction.

11. *Contract:* The entire and integrated written agreement between Owner and Design-Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*: Those items so designated in the Agreement.

13. *Contract Price:* The moneys payable by Owner to Design-Builder for completion of the Work in accordance with Article 4 of the Agreement.

14. *Contract Time(s):* The Scheduled Substantial Completion Date and Scheduled Final Acceptance Date.

15. *DB-Related Entity:* Design-Builder, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.

16. *Delay Liquidated Damages:* Those liquidated damages set forth in Section 3.5 of the Agreement.

17. *Design-Builder:* The entity with whom Owner has entered into the Agreement.

18. *Design Professional Services:* That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Work.

19. *Design Subagreement:* A written agreement between Design-Builder and a Design Subconsultant for provision of Design Professional Services.

20. *Design Subconsultant*: A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services on the Project through a Design Subagreement.

21. *Drawings*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules, and other data which show the scope, extent, and character of the Work.

22. *Effective Date of the Agreement*: The date that the Contract is executed by both Owner and Design-Builder.

23. *Effective Date of the Guaranteed Maximum Price Amendment*: The date that the Guaranteed Maximum Price Amendment is executed by both Owner and Design-Builder.

24. *Field Order:* A written order issued by Owner which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).

25. *Final Acceptance*: The written notice from Owner to Design-Builder pursuant to Paragraph 13.08 that Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been

fulfilled.

26. *Final Drawings and Specifications:* Those Drawings and Specifications that will be approved by Owner and will become Contract Documents.

27. *General Conditions*: These General Conditions of the Contract between Owner and Design-Builder.

28. *Guaranteed Maximum Price Amendment*: The Amendment referred to in Section 8.4 of the Agreement.

29. *Guaranteed Maximum Price Proposal:* The documents submitted by Design-Builder under Section 8.2 of the Agreement setting forth, among other things, the design concepts, proposed prices, and other conditions for the Work to be performed thereunder.

30. *Guaranteed Maximum Price Proposal Documents*: Those Drawings and Specifications generated and/or developed by Design-Builder during the Phase 1 Services phase of this Agreement and referenced as Guaranteed Maximum Price Proposal Documents in the Guaranteed Maximum Price Amendment, which documents are intended to be the baseline for the design to be performed as part of the Final Design and Construction (Phase Two) Services Phase.

31. *Hazardous Environmental Condition*: The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto in connection with the Work.

32. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws and Regulations.

33. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

34. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

35. *Liens*: Charges, security interests or encumbrances upon real property or personal property.

36. *Milestone*: Completion date(s), if any, specified as "Milestones" in Article 3 of the Agreement and relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

37. *Notice to Proceed ("NTP")*: A written notice given by Owner to Design-Builder, which notice is the date on which the Contract Time(s) will commence to run and is the date on which Design-Builder shall start to perform the Work.

38. *Owner*: Peace River Manasota Regional Water Supply Authority.

39. *Owner's Advisor*: Brown and Caldwell.

40. *Owner Indemnitee(s):* Owner and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants (including Owner's Advisor and Construction Manager), and other duly authorized representatives.

41. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

42. *PCBs*: Polychlorinated biphenyls.

43. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

44. *Project*: The Peace River Facility ("PRF") Expansion.

45. *Radioactive Material:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

46. *Record Documents:* Those documents described in paragraph 6.12.

47. *Schedule of Values:* A schedule contained in the Guaranteed Maximum Price Amendment prepared by Design-Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

48. *Scheduled Final Acceptance Date:* The date set forth in Article 3 of the Agreement by which Final Acceptance shall be achieved.

49. *Scheduled Substantial Completion Date:* The date set forth in the Guaranteed Maximum Price Amendment by which the Work shall be substantially complete.

50. *Site:* Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design-Builder.

51. *Specifications*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

52. *Subcontractor*: An individual or entity other than a Design Subconsultant or Supplier having a direct contract with Design-Builder or with any other Subcontractor for the performance of a part of the Work.

53. *Submittal*: A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to Owner by Design-Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Except for the Guaranteed Maximum Price Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.

54. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended and is ready for Acceptance Testing and Commissioning. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

55. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

56. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Design-Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or any Subcontractor.

57. *Unit Price Work*: Work to be paid for on the basis of unit prices.

58. *Work*: All Design Professional Services, Construction, and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation project management, supervision, training, testing, commissioning, and all other services and deliverables required by Design-Builder to achieve Final Acceptance of the Project in accordance with the Contract Documents.

59. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time(s), but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time(s).

60. *Work Product*: All Drawings, Specifications, Submittals, and other documents and data identified in the Contract Documents as being prepared or furnished by Design-Builder and submitted to Owner.

1.02 ***Terminology***

A. The words and terms discussed in paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives*:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds, Insurance Certificates, and Insurance Declaration Page(s)*

A. When Design-Builder delivers the executed Agreement to Owner, Design-Builder shall also deliver to Owner: (a) an updated letter from Design-Builder's surety or sureties verifying that Design-Builder has bonding capacity of $70 million available for this Project; (b) certificates of insurance and the insurance declaration page(s) for the insurance requirements and policies set forth herein which Design-Builder is required to purchase and maintain in accordance with paragraphs 5.04 and 5.06; and (c) evidence that Design-Builder is enrolled in the E-Verify system required by paragraph 6.03 below.

2.02 *Commencement of Work; Notice to Proceed*

A. Design-Builder shall commence the Work in accordance with Article 3 of the Agreement.

2.03 *Contract Documents*

A. All Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Price or Contract Time. Additionally:

1. Arrangement and titles of drawings and organization of the specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate the Work in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work in accordance with the Contract Documents.

2. Before undertaking the Work, Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design-Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2.04 ***Submission of Schedules***

A. The schedules set forth below shall be included in the Guaranteed Maximum Price Amendment:

1. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based;

2. A schedule of Submittals which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;

3. A Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 ***Kick-Off Meeting and Initial Conference***

A. The parties will have a Project kick-off meeting within seven (7) days of the NTP with Phase 1 Services to discuss issues affecting the administration of the Work and ability of the parties to perform their obligations under the Contract Documents. Design-Builder will be expected to provide a general overview of its Project management plan and discuss significant issues

that might impact scheduling and planning. At the kick-off meeting, Owner and Design-Builder shall designate, if they have not done so previously, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 ***Applicable Owner Policies***

A. Design-Builder hereby agrees to be bound by all applicable Owner policies and standards of conduct. It is Design-Builder's responsibility to advise its employees, Design Subconsultants, Subcontractors, Suppliers, or hired workers of the nature of the Project, as described in the Contract Documents. Upon request, Design-Builder shall, at its sole expense, conduct background checks for any Design-Builder employee or hired worker providing services on the Project.

Article 3 – Contract Documents: Intent, Amending, Reuse

3.01 ***Intent of the Contract Documents***

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B It is the intent of the Contract Documents, including but not limited to the Final Drawings and Specifications, to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design-Builder will furnish or perform all labor, documentation, services, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for, at no additional cost to Owner.

3.02 ***Reference Standards***

A. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean (except as may be otherwise specifically stated in the Contract Documents) the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date of the Agreement.

B. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 ***Resolving Discrepancies***

A. Except as otherwise specifically stated in the Contract Documents, the provisions

of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

B. Paragraph 7.3 of the Agreement establishes the order of precedence shall apply in the case of direct, unresolvable conflicts between or among Contract Documents.

C. In the event of a discrepancy between the Guaranteed Maximum Price Proposal and the Drawings and Specifications, the Guaranteed Maximum Price Proposal will control, except when Owner has accepted a Submittal pursuant to paragraph 6.17.B.

3.04 ***Amending and Supplementing Contract Documents***

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Work Change Directive;

2. A Change Order;

3. A Field Order.

4. A written amendment executed by the Parties.

5. Owner's acceptance of required Submittals pursuant to paragraph 6.17.B.

3.05 ***Ownership and Use of Work Product***

A. Design-Builder hereby assigns to Owner all right, title, and interest, including but not limited to any intellectual property rights, copyrights and/or patents, in all Work Product. All Work Product shall become the property of Owner upon the earlier of: (a) Owner's payment to Design-Builder of monies due in accordance with this Agreement; (b) the date any Work Product is delivered to Owner; or (c) upon termination of the Agreement pursuant to Article 14 below.

B. The Work Product is not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse (or modifications to Work Product by Owner on this Project in the event of termination of Design-Builder) without written approval by Design-Builder or Design-Subconsultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder or Design Subconsultant. Design-Builder will be entitled to further compensation at rates to be agreed upon by Owner and Design-Builder if Owner asks

Design-Builder to verify or adapt the Work Product for extensions of the Project or any other project.

C. Design-Builder may make and retain copies of the Work Product for information, reference, and use on this Project by Design-Builder and all other DB-Related Entities.

D. Owner acknowledges and agrees that in the performance of the services under this Agreement, Design-Builder will use its proprietary algorithms, software, hardware, databases, and other background technology that Design-Builder or any other DB-Related Entity developed or licensed from third parties prior to the Effective Date of the Agreement ("Pre-Existing Technology"). Pre-Existing Technology used by a DB-Related Entity in connection with the Project shall remain the property of such DB-Related Entity, but Design-Builder shall cause such DB-Related Entity to grant a non-exclusive, irrevocable, royalty-free license to Owner to use, copy or modify such Pre-Existing Technology solely with respect to this Project.

E. With respect to any intellectual property rights in software vested in any third party that are supplied to Owner by Design-Builder as part of the Work, but not prepared, developed or modified under or in connection with this Project, Design-Builder shall use all reasonable efforts to obtain from such third party such permission, waiver, or license as may be necessary to enable the software to be used, copied, or modified by Owner solely in connection with this Project.

3.06 ***Electronic Data***

A. Copies of data furnished by Owner to Design-Builder or by Design-Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored on electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving data in electronic format agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60- day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions

4.01 ***Availability of Lands***

A. Owner will ensure that all lands necessary for the Project are available to Design-

Builder.

B. Owner is a government entity. Accordingly, the provisions of Chapter 713, Florida Statutes concerning construction liens, do not apply to Owner's property.

4.02 ***Differing Site Conditions***

A. Design-Builder shall promptly, but in no event later than 10 days after discovery, and before the conditions are further disturbed, give a written notice to Owner of: (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents; or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions within 10 days after receiving the notice. If Owner determines that the conditions do materially differ and cause an increase or decrease in Design-Builder's cost of, or the time required for, performing any part of the Work, Owner will modify the Contract Price or Times in writing by Change Order in accordance with Article 9.

C. No request by Design-Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design-Builder has given the written notice required; provided that Owner may extend the time prescribed in paragraph 15.02 for giving written notice.

D. The provisions of this paragraph 4.02 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

E. Design-Builder is not entitled to any adjustment in the Contract Price or Contract Time(s) if: (a) Design-Builder knew of the existence of such conditions as of the Effective Date of the Guaranteed Maximum Price Amendment; or (b) the existence of such condition could reasonably have been discovered or revealed as a result of the examinations, investigations, explorations, tests or studies of the Site during Design-Builder's performance of the Phase 1 Services.

4.03 ***Reference Points***

Design-Builder is responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner and shall make no changes or relocations without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 ***Hazardous Environmental Conditions at Site***

A. If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is

necessary, in accordance with applicable Laws and Regulations, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Laws and Regulations, assist Owner in providing notifications to all governmental authorities having jurisdiction over the Project or Site.

B. Design-Builder, working with Owner, shall take all necessary measures required to ensure that Hazardous Environmental Conditions are remediated or rendered harmless in accordance with applicable Laws and Regulations. Design-Builder shall, as may be directed by Owner and prior to proceeding with any such work: (a) obtain all environmental site assessments of the affected property and submit copies of such assessments to Owner for its approval; (b) develop remediation plans for the Hazardous Environmental Conditions, subject to Owner's approval; and (c) obtain on Owner's behalf all applicable approvals of governmental authorities having jurisdiction over the Project or Site to implement such plans. During the period of any investigation and remediation efforts, Design-Builder shall take all necessary measures to isolate and contain such Hazardous Environmental Conditions from the unaffected parts of the Work and shall continue the Work to the maximum extent possible on unaffected parts of the Work.

C. Except for those Hazardous Environmental Conditions and Hazardous Materials set forth in Paragraph 4.04.E below, Design-Builder will be entitled to submit a request for an adjustment to the Contract Price and/or Contract Time, in accordance with the requirements of these General Conditions, to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence, removal or remediation of unknown Hazardous Environmental Conditions.

D. Notwithstanding anything to the contrary in this paragraph 4.04, Design-Builder shall bear full responsibility for the handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (a) any Hazardous Materials present at, on, in or under, or migrating and/or emanating to or from the Site, that were brought or caused to be brought on the Site by any act or omission of any DB-Related Entity; and (b) the creation or exacerbation of any Hazardous Environmental Condition due to the negligence, recklessness or willful misconduct of any DB-Related Entity. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify, defend, and hold harmless the Owner Indemnitees from and against all claims, losses, damages, liabilities, and expenses, including attorneys' fees and expenses, arising out of, or resulting from Items (a) and/or (b) above.

E. Nothing contained in this paragraph 4.04 is intended to identify Design-Builder as the generator of any pre-existing Hazardous Materials, except as set forth in applicable Legal Requirements.

Article 5 – Bonds And Insurance

5.01 *Performance, Payment, and Other Bonds*

A. On or before the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Design-Builder's obligations to

furnish, provide and pay for the Work, including but not limited to all Design Professional and Construction Services. The Performance Bond shall remain in effect at least until two (2) years after Final Acceptance except as provided otherwise by Laws or Regulations.

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 Guaranteed Maximum Price Amendment;

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 Design-Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of paragraphs 5.01.B and 5.02, Design-Builder shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 ***Licensed Sureties and Insurers***

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder 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.

5.03 ***Certificates of Insurance***

A. Design-Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in ~~the Supplementary Conditions~~this Article 5, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design-Builder is required to purchase and maintain. Design-Builder shall obtain and maintain the following insurance and shall deliver to the Owner certificates of insurance or other evidence acceptable to the Owner when Design-Builder executes the Agreement except that Design-Builder 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. Design-Builder 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. Design-Builder's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Design-Builder:

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. Design-Builder's Property Insurance Design-Builder 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, Design-Builder, DB-Related Entities, 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 Design-Builder with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

b. Design-Builder shall be responsible for any deductible or self-insured retention.

6. Excess or Umbrella Liability This insurance shall protect Design-Builder, DB-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

B. Failure of Owner to demand such certificates or other evidence of Design-Builder'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 Design-Builder'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 Design-Builder.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 ***Design-Builder's Insurance***

B. Design-Builder 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 Design-Builder's performance of the Work and Design-Builder's other obligations under the Contract Documents, whether it is to be performed by Design-Builder or any other DB-Related Entity:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

2. Claims based on the provision of professional services, including but not limited to the Design Professional Services to be performed by Design-Builder, to be insured under a professional liability insurance policy or endorsement;

3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees;

4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees;

5. 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 Design-Builder, or (ii) by any other person for any other reason;

6. 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

7. 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.

C. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.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 overages and be written for not less than the limits of liability provided in ~~the Supplementary Conditions~~this Article 5 or required by Laws or Regulations, whichever is greater;

3. Include contractual liability insurance covering Design-Builder's obligations under paragraphs 6.11 and 6.20;

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 indicated in ~~the Supplementary Conditions~~this Article 5 to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Design-Builder pursuant to paragraph 5.03

will so provide);

5. Remain in effect at least until Final Acceptance and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and

6. Include completed operations coverage:

   a. Such insurance shall remain in effect for five (5) years after Final Acceptance.

   b. Design-Builder 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 Acceptance and five (5) years thereafter.

D. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 5.04.A, 5.04.B.1 and 5.04.B.2.

E. Within 14 days after the Effective Date of the Agreement Design-Builder shall provide to Owner the required Insurance Declaration Page of Policy for the insurance requirements of this Article 5.

5.05 ***Property Insurance***

B. Unless otherwise agreed by the parties in the GMP Amendment, Design-Builder 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, Design-Builder, and any other persons or entities identified as a loss payee in ~~the Supplementary Conditions~~this Article 5, each of whom is deemed to have an insurable interest to the extent of their actual loss.

2. be written on a Builder's Risk "all risk" policy that shall at least include insurance for physical loss or damage to the Work, including any real or personal property delivered to the site and shall insure against at least the perils of fire, lightning, extended coverage, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage and such other perils or causes of loss as may be specifically required by ~~the Supplementary Conditions~~this Article 5;

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 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 ~~the Supplementary Conditions~~this Article 5 or Laws

or Regulations;

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 Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty days written notice to each other person or entity that is identified as a loss payee in ~~the Supplementary Conditions~~this Article 5.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Design-Builder in accordance with this paragraph 5.06 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 identified in ~~the Supplementary Conditions~~this Article 5, and will contain waiver provisions in accordance with paragraph 5.07.

D. Owner is not responsible for purchasing and maintaining any property insurance to protect the interests of any DB-Related Entity to the extent of any deductible amounts that are identified in ~~the Supplementary Conditions~~this Article 5. The risk of loss within such identified deductible amount will be borne by Design-Builder or the DB-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 the purchaser's own expense.

5.06 ***Waiver of Rights***

B. Owner and Design-Builder waive against each other and Owner's Indemnitees and DB-Related Entities all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.07 ***Receipt and Application of Insurance Proceeds***

B. Any insured loss under the policies of insurance required by paragraph 5.05 will be adjusted with Design-Builder and made payable to Design-Builder and Owner as joint loss payees and fiduciaries for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Design-Builder shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, Design-Builder shall repair or replace the damaged Construction, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

C. Design-Builder as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Design-Builder's exercise of this power. If such objection be made, Design-Builder as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest

may reach. If no such agreement among the parties in interest is reached, Design-Builder as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Design-Builder as fiduciary shall give bond for the proper performance of such duties.

5.08 ***Acceptance of Bonds and Insurance; Option to Replace***

B. If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design-Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall notify Design-Builder in writing within ten days after receipt of the certificates and insurance declaration page(s) and Design-Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design-Builder does not maintain all of the Bonds and insurance required by the Contract Documents, and without prejudice to any other right or remedy, Owner shall have the right to terminate Design-Builder for cause under Paragraph 14.02.

5.09 ***Partial Utilization, Acknowledgment of Property Insurance***

B. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

Article 6 – Design-Builder's Responsibilities

6.01 *Design Professional Services*

A. *General*

1. The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality. Despite the preceding sentence, if the Guaranteed Maximum Price Proposal Documents contain specific performance standards, Design-Builder shall perform the services to achieve such standards.

2. Design-Builder shall comply with all Florida laws with respect to the practice of land surveying and professional engineering.

3. Design-Builder assumes full responsibility for any portion or element of the Contract Documents that is incorporated into the Drawings and Specifications. Design-Builder is responsible for any errors in the Work Product developed through Phase 1 Services Agreement, including but not limited to the Guaranteed Maximum Price Proposal Documents.

4. Owner has the right to review and comment upon all Design-Builder design documents, whether in draft or final form, including all field-directed amendments to the design, in order to confirm the compliance and consistency of the design

documents with the Contract Documents. Design-Builder shall give consideration and provide written responses to any comments delivered by Owner as to Design-Builder's design Submittals. Neither compliance by Design-Builder with the Contract Documents, nor review of and comment by Owner on Design-Builder's design documents, nor any failure or delay by Owner in commenting on any design Submittals, shall in any way relieve Design-Builder of full responsibility for the design, construction, and performance of the Project in accordance with the Contract Documents.

5. Owner has provided the documents listed in Exhibit 6.2 of the Agreement that Design-Builder may rely upon. With regard to information that are not listed in Exhibit 6.2 Owner makes no representation or warranty to Design-Builder that the information provided to Design-Builder is correct, sufficient, complete, or accurate. Design-Builder shall, as part of the Design Professional Services, evaluate and validate any design criteria, requirements or other data and information provided in the Contract Documents, and, if it believes that there are errors, omissions, contradictions, or any other problems in the Contract Documents, it shall notify Owner accordingly. Design-Builder assumes responsibility for the sufficiency, completeness, and accuracy of all Contract Documents, Despite the fact that Owner provided such information. Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; or (ii) Owner's review or approval of any Contract Documents.

B. *Phase 1 Services*. Design-Builder acknowledges that after the Effective Date of the Agreement it will be developing, among other things, the Guaranteed Maximum Price Proposal that forms the basis for the Contract Price, Contract Time(s) and all of its other obligations under the Contract Documents. Unless otherwise stated in its Guaranteed Maximum Price Proposal, Design-Builder agrees that once it completes the Guaranteed Maximum Price Proposal:

1. The Guaranteed Maximum Price Proposal Documents were prepared solely by Design-Builder and DB- Related Entities;

2. During its performance of the Phase 1 Services, Design-Builder was capable of conducting and did conduct investigations to verify or supplement its understanding of the information provided by Owner, existing conditions at the Project Site, and anything else reasonably needed to commit to its obligations in the Contract Documents;

3. Except as listed in Exhibit 6.2 of the Agreement, Owner has made no representation or warranty to Design-Builder that the information provided to Design-Builder in conjunction with the Phase 1 Services is correct, sufficient, complete, or accurate; and

4. Other than as described in subparagraph 60.1(B)(5) below, Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time(s) as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information

or requirements contained in or among any of the Contract Documents; (ii) Owner's review or acceptance of any Contract Documents; or (iii) Owner's involvement during the performance of the Phase 1 Services unless Owner directs Design-Builder to do something that is contrary to the Design-Builder's recommendations.

5. Design-Builder may rely upon the information provided in the documents listed in Exhibit 6.2, and any other documents identified in the Guaranteed Maximum Price Amendment.

C. *Phase 2 Services*: Design-Builder shall:

1. On the basis of the Guaranteed Maximum Price Proposal Documents, prepare Final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design-Builder and Final Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);

2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraph 2.04; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 *Supervision and Superintendence of Construction*

A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder is solely responsible for the means, methods, techniques, sequences, and procedures of the Work. Design-Builder shall ensure that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design-Builder's representative at the Site and will have authority to act on behalf of Design-Builder. All communications given to or received from the superintendent will be binding on Design-Builder. The superintendent must be able to read, write, speak, and understand the English language.

6.03 *Labor, Working Hours*

A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work

as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.

B. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Construction at the Site must be performed during regular working hours, and Design-Builder will not work on Saturday, Sunday, or any legal holiday without Owner's written consent and 48 hours' notice.

C. Rate of Pay: In addition to the supplemental Federal requirements provided in Exhibit 9.1, the hourly rate of pay for each employee shall comply with state law and industry standards for similar work performed under the Contract. Design-Builder shall maintain records verifying the rate of pay for each employee working on this contract and make such records available for inspection on demand by Owner. Design-Builder shall comply with all supplemental conditions included in this Contract as may be required by government funding agencies.

D. Compliance: Failure to fully comply with paragraphs B, C and D above is a material breach of the Contract and cause for termination of the Contract for cause.

6.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for the Work, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. Deign-Builder shall ensure that all materials and equipment incorporated into the Work are as specified by Owner, or in the Drawings or Specifications, or if not specified must be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 *Progress Schedule*

A. Design-Builder shall adhere to the progress schedule established in accordance with paragraph 2.04.A as it may be adjusted from time to time as provided below:

1. Design-Builder shall submit to Owner for acceptance proposed adjustments in the progress

schedule that will not change the Contract Time(s) (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Time(s) (or Milestones) in accordance with the requirements of paragraph 11.02. Such adjustments may only be made by a Change Order.

3. If, in the opinion of Owner, Design-Builder falls behind the progress schedule due to an event that does not enable Design-Builder to extend the Contract Time(s), including but not limited to actions or neglect of any DB-Related Entity's failure to perform part or all of the Work or to supply any equipment or materials, Owner may direct Design-Builder, at Design-Builder's sole cost and expense, to take remedial steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. In such event, Design-Builder shall also submit for review not later than the time of submittal of the next request for partial payment, a supplementary schedule demonstrating the manner in which the acceptable rate and achievement of progress will be regained, all without additional cost to Owner.

6.06 *Concerning DB-Related Entities*

A. Design-Builder shall not employ any DB-Related Entity or any individual against whom Owner may have reasonable objection. Design-Builder shall not be required to employ any Design Subconsultant or Subcontractor against whom Design-Builder has reasonable objection. Owner requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the Owner in advance of the Work for review by Owner. Owner's acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

B. Design-Builder is fully responsible to Owner for all acts and omissions of the DB-Related Entities just as Design-Builder is responsible for Design-Builder's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such DB-Related Entity any contractual relationship between Owner and any such DB-Related Entity;

2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any DB-Related Entity except as may otherwise be required by Laws or Regulations.

C. Design-Builder is solely responsible for scheduling and coordinating all DB-Related Entities.

D. Design-Builder shall require all DB-Related Entities to communicate with Owner through Design-Builder.

E. All Work performed for Design-Builder by a DB-Related Entity will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design-Builder and the DB-Related Entities which specifically binds the DB-Related Entities to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a DB-Related Entity who is listed as a loss payee on the property insurance provided in paragraph 5.05, the agreement between Design-Builder and such DB-Related Entity will contain provisions whereby the DB-Related Entity waives all rights against Owner, Owner's Advisor, Construction Manager, Design-Builder, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any DB-Related Entity, Design-Builder will obtain the same.

6.07 *Patent Fees and Royalties*

A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device. Despite the foregoing, Design-Builder shall not be liable to Owner for infringement claims: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not objected to in writing by Design-Builder to Owner; (ii) arising from modifications to the Work by Owner after acceptance of the Work; or (iii) Owner's use or operation of the Work for purposes other than intended.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. If any such permit, license or approval of governmental authorities is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such permit, license, or approval subject to Owner's reasonable cooperation with Design-Builder, including execution and delivery of appropriate applications and other documentation in forms approved by Owner.

B. Design-Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work.

6.09 *Laws or Regulations*

A. Design-Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.

B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

C. Changes in Laws or Regulations not known on the Effective Date of the Guaranteed Maximum Price Amendment having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Time(s). Despite the above, Design-Builder shall not be entitled to an adjustment in the Contract Price or Contract Time for, and assumes the risk of, any changes in Laws or Regulations related to Design-Builder's corporate existence or the maintenance of its business, including, but not limited to, gross receipt taxes, social security, Medicare, and other payroll-related taxes.

6.10 *Taxes*

A. Design-Builder shall pay all sales, consumer, use, employment-related and other taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of Florida state sales and use taxes and federal excise tax. Design-Builder, however, is not exempt from payment of Florida state sales and use taxes to the appropriate governmental agencies or for payment by Design-Builder to DB-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas.

1. The Site is identified in Exhibit 6.2 of the Agreement.

2. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or

to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If Design-Builder determines that it needs additional easements to complete the project other than what is identified in Exhibit 6.2 of the Agreement, Design-Builder will obtain them.

3. Should any claim be made by any such owner or occupant because of the performance of Work, Design-Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by dispute resolution proceeding or at law.

4. Design-Builder shall ensure that all employees performing or furnishing any of the Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs or using alcohol either on the work site, on Owner's property, or on any land adjoining the work site.

B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Design-Builder shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, Work Change Directives, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Work. Such copies shall constitute the "Record Documents" and will be available to Owner for reference.

B. The Record Documents shall, as appropriate, be marked-up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, easements, rights of way, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:

1. The location and elevation of all existing utilities, structures, etc. encountered.

2. The finished product location and elevation of all utilities and structures installed,

including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

3. The Record Documents shall comply with paragraph 9.3 of the Agreement ("Records").

C. Design-Builder shall keep all record notes in book(s) designated "record" and no other survey notes will be kept in such books. Design-Builder shall review with Owner the status of the "as-built" plans and the "record" survey notes in connection with Owner's evaluation of an application for payment. If Design-Builder does not maintain current Record Documents Owner may withhold payments for Work performed.

D. Upon Substantial Completion of the Work, Design-Builder shall deliver to Owner the Record Documents identified in the Technical Specifications provided by Design-Builder and approved by Owner.

E. Design-Builder shall deliver to Owner a reproducible set of updated contract plans. Design-Builder will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans, together with the record survey book to Owner. Each completed set of "as-built" drawings must include on its face a certified statement by Design-Builder that the set of "as-built" drawings accurately depicts the actual Work as constructed.

6.13 *Safety and Protection*

A. Design-Builder is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any.

D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at the Site.

E. Design-Builder shall remedy all damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by any DB-Related Entity.

F. Design-Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design-Builder in accordance with paragraph 13.08 that the Work has met the conditions for Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion as described in paragraph 13.05(A)).

6.14 *Safety Representative*

A. Design-Builder shall designate a competent safety representative at the Site who has the experience, duty, and responsibility to take prompt actions to eliminate hazards, correct unsafe conditions, and enforce the implementation of Design-Builder's safety requirements.

6.15 *Hazard Communication*

A. Design-Builder shall ensure that any information concerning hazards at the Site, including material safety data sheets that is required to be communicated to workers at the Site occurs in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Design-Builder is responsible for providing first aid and medical care in accordance with applicable laws and regulations.

B. Before a storm event Design-Builder must secure or remove from the site any materials or equipment which could cause bodily injury, damage to the Work, Owner's property, or property of others. Design Builder shall secure and/or backfill Site excavations. No Design-Builder equipment may be parked within 100 feet of any Owner facilities. Design-Builder is responsible for preparing for a storm event. Design-Builder shall always take the necessary precautions to protect the walking and motoring public from harm due to construction activity.

C. Owner may, but is not required to, order the work be stopped if a condition of eminent danger exists. This provision does not shift responsibility or risk of loss for injuries or damages, cost of stoppage or delay of work, from Design-Builder to Owner. Design-Builder shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Site.

6.17 *Submittals*

A. Owner will review and respond to Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.04.A. Owner's review and response will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. Owner's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where Owner has specifically and expressly called for a particular means, method, technique, sequence, or procedure of construction in the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

B. Design-Builder shall ensure that all Submittals are in compliance with the Contract Documents and consistent with previous Submittals that have been reviewed and/or accepted by Owner. Design-Builder shall specifically highlight and identify, in a separate written communication at the time of submission specifically calling Owner's attention to any changes from previous Submittals to enable Owner to be aware and understand the implications of such changes. Owner's review of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has complied with its obligations in the preceding sentence and Owner has given written acceptance of the variation.

C. If Design-Builder is interested in starting any Construction activity before Owner's acceptance of the Final Drawings and Specifications, Design-Builder shall give Owner written notice of such interest and full details of the activity, limits where such Work will be performed, and other information that Owner may reasonably require. If Owner does not object to Design-Builder starting such Work, then Design-Builder may commence the activities, provided, however, that Design-Builder: (1) is not in violation of any Laws or Regulations in starting such Construction; (2) will have all risks associated with proceeding without accepted Final Drawings and Specifications; and (3) any costs associated with remedying the Work will be at the sole risk of Design-Builder.

6.18 *Continuing the Work*

A. Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. Design-Builder must not delay or postpone any Work pending resolution of any disputes or disagreements, except as set forth in paragraph 14.04 or as Design-Builder and Owner may otherwise agree in writing.

6.19 *Design-Builder's General Warranty and Guarantee*

A. Design-Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, misuse, modification or improper maintenance or operation by persons other than a DB-Related Entity; or

2. normal wear and tear under normal usage.

C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;

2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and acceptance of a Submittal;

6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws or Regulations, Design-Builder shall ~~defend~~, indemnify and hold harmless the Owner Indemnitees from and against all ~~claims~~, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of a DB-Related Entity in the performance of the Work. This provision is consistent with sections 725.06(2) and 725.08, Florida Statutes.

B. Design-Builder's contracts with DB-Related Entities shall include a requirement that the DB-Related Entity is obligated to defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of such DB-Related Entity in the performance of the Work.

C. In any and all claims against an Owner Indemnitee by any employee (or the survivor or

personal representative of such employee) of a DB-Related Entity, the indemnification obligations under paragraphs 6.20.A and 6.20.B shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for a DB-Related Entity under workers' compensation acts, disability benefit acts or other employee benefit acts. However, this provision does not constitute a waiver of Owner's sovereign immunity.

Article 7 – Other Construction

7.01 *Related Work at Site*

A. Owner may perform work, or cause other work to be performed, related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or through other utility owners. If such other work is not noted in the Contract Documents, then:

1. Owner shall give written notice thereof to Design-Builder before starting any such other work; and

2. If Owner and Design-Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Time(s) that should be allowed as a result of such other work, Design-Builder may make a claim therefor as provided in Article 9 if Design-Builder believes that such performance will involve additional expense to Design-Builder or requires additional time.

B. Design-Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design-Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design-Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design-Builder's Work depends upon work performed or services provided by others under this Article 7, Design-Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design-Builder's Work. Design-Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design-Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth Guaranteed Maximum Price Amendment:

1. The individual or entity that will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

7.03 *Legal Relationships*

A. paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Owner shall provide in its contracts with other contractors under paragraph 7.01.A that the other contractor is liable to Owner for the reasonable direct delay and disruption costs incurred by Design-Builder as a result of the other contractor's wrongful actions or inactions.

C. Design-Builder is liable to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design-Builder's wrongful action or inactions.

Article 8 – Owner's Responsibilities

8.01 *General*

A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;

2. Make payments to Design-Builder promptly when they are due as provided in paragraphs13.03 and 13.08;

3. Furnish the Site as set forth in paragraph 4.01.A;

4. Furnish to Design-Builder, as required for performance of Design-Builder's Services, the following if available:

a. The documents listed in Exhibit 6.2 of the Agreement;

b. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and

c. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents.

5. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and

6. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 *Insurance*

A. Owner's responsibilities concerning liability and property insurance are set forth in Article 5.

8.03 *Limitations on Owner's Responsibilities*

A. Owner has no duty to supervise, direct, or have control or authority over, or be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner is not responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 *Undisclosed Hazardous Materials and Hazardous Environmental Conditions*

A. Owner's responsibility concerning undisclosed Hazardous Materials and Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 *Construction Manager*

A. Owner may furnish a Construction Manager to assist Owner in fulfilling some of its responsibilities on the Project relative to the performance of Design-Builder.

8.06 *Owner's Advisor*

A. Owner's Advisor, if any, has no duties, responsibilities, or authorities with respect to Design-Builder, unless specifically provided in the Contract Documents.

8.07 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to paragraph 6.13.D.

Article 9 – Changes In The Work; Claims

9.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 *Unauthorized Changes in the Work*

A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time(s) with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 *Claims*

A. If Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time(s) that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor in accordance with Article 15 below.

9.04 *Execution of Change Orders*

A. Owner and Design-Builder shall execute appropriate change orders (or written amendments) covering:

1. Changes in the Work which are:

   a. ordered by Owner pursuant to paragraph 9.01;
   b. required because of acceptance of defective work under Article 13 or Owner's correction of defective work under Article 12; or
   c. claims agreed to by the parties.

2. Changes in the Contract Price or Contract Time(s) which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and

3. Unilateral changes in the Contract Price or Contract Time(s) which are issued by Owner, including any undisputed and/or disputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and

4. Changes in the Contract Price or Contract Time(s) which embody the substance of any written decision rendered by Owner pursuant to paragraph 15.02; provided that, in lieu of executing any such change order, an appeal may be taken from any such

decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Design-Builder shall carry on the work and adhere to the progress schedule pursuant to, among other provisions of the Contract Documents, paragraph 6.18.

5. Design-Builder acknowledges that agreement on any change order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change directly or indirectly changed or unchanged in the Work which is the subject of the change order, including, but not limited to, all direct, indirect costs, and impact costs associated with such change, including inefficiencies or acceleration based claims, and any and all adjustments to the Contract Price and Contract Time(s), and schedule.

9.05 *Notice to Sureties*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time(s)) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

Article 10 – Cost of the Work; Cash Allowances; Unit Price Work

10.01 *Cost of the Work*

A. ***Costs Included***: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications in compliance with Exhibit 9.1 as agreed upon by Owner and Design-Builder.

    a. Such employees shall include without limitation superintendents, supervisors, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay

applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design-Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Payments made by Design-Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.

4. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

a. The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance

with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design-Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of a DB-Related Entity, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of a DB-Related Entity. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

B. ***Costs Excluded****:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by Design-Builder's fee.

2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.

3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.

4. Costs due to the negligence of a DB-Related Entity, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. Design-Builder's Fee: When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design-Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 *Allowance Payment Items*

A. Article 4.3 of the Agreement describes Allowance Payment Items and Allowance Payment Values.

10.03 *Unit Prices*

If Design-Builder provides that all or part of the Work is to be Unit Price Work in its Guaranteed Maximum Price Proposal, Design-Builder shall identify any limitations on the variance in quantity or price in the Guaranteed Maximum Price Proposal.

Article 11 – Change of Contract Price; Change of Contract Time(s)

11.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by Design-Builder to Owner promptly in accordance with Paragraph 15.02.

B. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include overhead and profit not necessarily in accordance with Paragraph 11.01.C); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2,

on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. Design-Builder's Fee on any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be 10% of the amount set forth in Paragraph 11.01.B above.

D. Work covered by a Change Order or of any claim for an adjustment in the Contract Price that is being performed by Design Subconsultants, Subcontractors or Suppliers of any tier shall be limited to the following markups, which markup shall compensate Design Subconsultant, Subcontractor, Supplier for all indirect costs, field, and home office overhead, and profit:

1. A total markup of 10% of the costs incurred by such Design Subconsultant, Subcontractor or Supplier under Paragraphs 10.01.A.1 and 10.01.A.2.

2. Any higher tier Design Subconsultant, Subcontractor or Supplier will be paid a total markup of 10% of the amount paid to the next lower tier Design Subconsultant, Subcontractor or Supplier.

E. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost, plus a deduction in Design-Builder's fee by an amount of 10% of such net decrease; and

F. When both additions and credits are involved in any one change, Design-Builder’s fee shall be computed on the basis of amount of the net increase or decrease in cost. If there is a net increase in cost, then the fee shall be as set forth in Paragraph 11.01.C, and if there is a net decrease, the fee deduction shall be as set forth in Paragraph 11.01.E.

11.02 *Change of Contract Time(s)*

A. The Contract Time(s) (or Milestones) may only be changed by a Change Order. Any claim for an adjustment of the Contract Time(s) (or Milestones) shall be based on written notice pursuant to Paragraph 15.02. All adjustments for additional time must include a detailed critical path analysis of the Contract schedule.

B. Any adjustment of the Contract Time(s) (or Milestones) covered by a change order or of any claim for an adjustment in the Contract Time(s) (or Milestones) will be determined in accordance with the provisions of this Paragraph 11.02.

C. Design-Builder expressly agrees that in undertaking to complete the work within the time specified, it has made allowances for certain foreseeable hindrances and delays ordinarily encountered on projects of this type. The parties specifically anticipate and contemplate such hindrances and delays, including but not limited to, those reasonable delays caused by or arising from minor design conflicts and issues; schedule adjustments; the actions of DB-Related Entities; late or out-of-sequence Owner-furnished equipment, materials and facilities not affecting the critical path; reasonable turnaround or approval of Design-Builder's

Submittals; normal unfavorable weather, wet grounds, or other similar unsuitable construction conditions likely to occur in Florida; reasonable turnaround to Design-Builder's requests for information or direction; change order processing; and access and coordination by Owner that does not create any new critical paths in the schedule. Design-Builder agrees that such delays are included in the Contract Price and Contract Time(s) and that they shall not constitute the basis for a time extension or a claim for additional compensation of any type.

D. *Delays Beyond Design-Builder's Control:* Where Design-Builder is prevented from completing any part of the Work within the Contract Time(s) (or Milestones) due to delay beyond the control of Design-Builder, the Contract Time(s) (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design-Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, changes of law pursuant to Paragraph 6.09.C, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or other acts of God.

E. If Design-Builder intends to seek an adjustment in the Contract Time for abnormal weather conditions, it shall, in addition to fulfilling all other requirements for a time extension, demonstrate that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration ("NOAA") for the time of year and locality of the Site.

F. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Time(s), or both. Design-Builder's entitlement to an adjustment of the Contract Time(s) is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Time(s).

G. If Design-Builder is delayed in the performance or progress of the Work by 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 Design-Builder, then Design-Builder shall be entitled to an equitable adjustment in Contract Time(s), if such adjustment is essential to Design-Builder's ability to complete the Work within the Contract Time(s). Such an adjustment shall be Design-Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.G. Despite the preceding sentence:

1. If such delays result in Owner suspending the Work in accordance with Paragraph 14.01, Design-Builder's remedy shall be as specified in that provision.

2. If the total aggregate of such delays exceeds thirty (30) days, commencing on the Notice to Proceed, then Design-Builder shall be entitled to treat the days of delay

that exceed such 30-day period in the same manner as set forth in Paragraph 11.02.F above.

H. Owner, Owner's Advisor and Construction Manager shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other project or anticipated project.

I. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Time(s) for delays within the control of Design-Builder. Delays attributable to and within the control of a DB- Related Entity shall be deemed to be delays within the control of Design-Builder.

J. Despite anything to the contrary in this Article 11 or in any other Contract Document, Owner shall not be liable, and Design-Builder shall not be entitled to recover, for any time-related or delay damages for: (1) loss of anticipated profit; (2) home office overhead; (3) consequential damages (including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency); and (4) legal fees, claims preparation expenses, or the cost of dispute resolution.

K. Design-Builder and Owner waive and release claims against each other for consequential damages arising out of or relating to this Contract including but not limited to losses of use, profits, business, reputation, or financing. This waiver of consequential damages does not affect the payment of liquidated damages as provided in this Contract.

Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

12.01 *Notice of Defects*

A. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected, or accepted as provided in this Article 12.

12.02 *Access to Construction*

A. Owner, Owner's Advisor, Construction Manager, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply with them as applicable.

12.03 *Tests and Inspections*

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested, or approved, Design-Builder shall assume full responsibility for arranging and obtaining such inspections, tests,

or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design-Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Work.

B. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Design-Builder shall, if requested by Owner, uncover such Construction for observation.

D. Uncovering Construction as provided in Paragraph 12.04 shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 *Uncovering Construction*

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design-Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment. If it is found that such Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time(s) (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design-Builder may make a claim therefor as provided in Article 9.

12.05 *Owner May Stop Construction*

A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has

been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

12.06 *Correction or Removal of Defective Work*

A. Owner will have authority to disapprove or reject defective Work and will have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed. If required by Owner, Design-Builder shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the Work, remove it from the Site and replace it with non-defective Work. Design-Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 *Correction Period*

A. If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion, the correction period for that item may start to run from an earlier date if so specifically provided in the Contract Documents.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Design-Builder shall pay all costs, losses, and damages

(including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work. If Owner's acceptance occurs before Final Acceptance, Owner will issue a Change Order incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Work so accepted. If the acceptance occurs after Final Acceptance, Design-Builder will pay an appropriate amount to Owner.

12.09 *Owner May Correct Defective Work*

A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

B. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein will not apply.

C. The one-year period referenced in Paragraph 12.09 (A) above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

D. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.

E. Design-Builder shall not be allowed an extension of the Contract Time(s) (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

Article 13 – Payments To Design-Builder and Completion

13.01 *Schedule of Values*

A. Exhibit 4.1 (Compensation for Phase One Services) will serve as the basis for progress payments for the performance of Phase One Services. The Schedule of Values established as provided in Paragraph 2.04.A will serve as the basis for progress payments for Work performed after the Effective Date of the Guaranteed Maximum Price Amendment. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 *Application for Progress Payment*

A. Design-Builder shall submit to Owner, on or before the 15th of each month, an Application for Payment filled out and signed by Design-Builder covering the Work completed for the prior month. and accompanied by supporting documentation as required by the Contract Documents.

B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

C. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.

D. The amount of retainage with respect to progress payments will be as stipulated in the Guaranteed Maximum Price Amendment. Retainage will not be held on progress payments due for performance of the Phase One Services.

E. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall submit an updated cost-loaded progress schedule update as support documentation for payment applications in excel format. Each activity in the progress schedule update shall be assigned a dollar value in accordance with the physical value of that work in relationship to an Asset (Activity Codes)/Work Breakdown Structure (WBS) agreed upon by the Owner. The total value of all activities shall equal the Contract Price. The Design-Builder shall use the latest version of Oracle/Primavera Professional Project Management software for creating and updating all Construction Schedules (i.e., the accepted Baseline Schedule and all Schedule Updates) and reports. Design-Builder shall provide Owner with the PDF files and shall make source files available to Owner upon request. No other scheduling software programs will be accepted. The Owner will provide Design-Builder with Owner’s requirements regarding progress Construction Schedule submittals during the Phase One Services Phase of the Project.

13.03 *Progress Payments*

A. Owner will, after receipt of each application for payment, either make payment or return the application to Design-Builder, indicating in writing Owner's reasons for refusing to make payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the application.

B. Owner may refuse to make the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make such payment because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

2. The Contract Price has been reduced by written amendment or change orders;

3. Owner has been required to correct defective Work or complete Work in accordance with Article 12; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 15.

5. Design-Builder fails to submit the required insurance policy declaration page as stated in the Contract;

6. Design-Builder fails to comply with progress schedule updates in keeping with general requirements.

7. Design-Builder fails to make red-line markups of design drawings available for inspection by Owner and current with each pay application.

C. *Reduction in Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. Claims have been made against Owner on account of Design-Builder's performance or furnishing of the Work; or

2. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

3. There are other items entitling Owner to a set off against the amount for which application is made; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 14.02.A or if Design-Builder is otherwise in breach.

D. If Owner refuses to make payment of the full amount requested by Design-Builder, Owner must give Design-Builder immediate written notice stating the reasons for such action and promptly pay Design-Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design-Builder the amount withheld, or any adjustment thereto agreed to when Design-Builder remedies the reason for such action.

13.04 *Design-Builder's Warranty of Title*

A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 *Substantial Completion*

A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before Final Acceptance. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design-Builder a written determination as to division of responsibilities pending Final Acceptance between Owner and Design-Builder with respect to security, operation, safety, protection of Construction, maintenance, utilities, insurance, and warranties and guarantees.

B. Owner will have the right to exclude Design-Builder from the Site after the date of Substantial Completion, but Owner will allow Design-Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design-Builder in writing to permit Owner to use or

occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.

2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 *Final Inspection*

A. Upon written notice from Design-Builder that the entire Work is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 *Final Acceptance*

A. The conditions for Final Acceptance are:

1. All permits required under applicable Laws and/or Regulations and the Contract Documents to be obtained by Design-Builder which are necessary for the continued routine operation of the Project must be in full force and effect and certified copies of all such permits must have been delivered to Owner.

2. Other conditions will be addressed in the Guaranteed Maximum Price Amendment.

B. When Design-Builder determines that it has met the conditions for Final Acceptance, it shall furnish Owner with a certified statement (in a form acceptable to Owner) evidencing that Final Acceptance has been met. If Owner is satisfied that the conditions for Final Acceptance set forth in Paragraph 13.08.A above have been achieved, it will, within 21 days after receipt of Design-Builder's certification, give written notice to Design-Builder that it agrees that Final Acceptance has been achieved. Otherwise, Owner will indicate to Design-Builder in writing the reasons that it disagrees that Final Acceptance has been achieved, in which case

Design-Builder shall make the necessary corrections and resubmit the certification.

13.09 *Final Payment*

A. Application for Payment.

1. After Design-Builder has achieved Final Acceptance to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents and other documents, Design-Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B; (ii) original consent of the surety, if any, to final payment and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.09.A.2 and as approved by Owner, Design-Builder may furnish receipts or releases in full and an original contractor's affidavit and final release that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid, or otherwise satisfied. If any Design Subconsultant, Subcontractor or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 60 days after receipt of the final Application for Payment, give written notice to Design-Builder that it is ready to process final payment. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Design-Builder, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design-Builder's continuing

obligations under the Contract Documents; and

2. A waiver of all claims by Design-Builder against Owner other than those previously made in writing and still unsettled.

Article 14 – Suspension of Work and Termination

14.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may 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 by notice in writing to Design-Builder which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Time(s), or both, directly attributable to any such suspension if Design-Builder makes a Claim therefor as provided in Article 9.

14.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (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 under Paragraph 2.04.A as adjusted from time to time pursuant to Paragraph 6.05).

2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design-Builder (and the surety, if any) seven days' written notice, terminate the services of Design-Builder, take possession of any completed Drawings and Specifications prepared by or for Design-Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design-Builder from the Site, and take possession of the Work and of all tools, appliances, equipment and machinery which have been purchased or provided for the performance of the Work using project funds, at the Site and all rental equipment including temporary pumps and generators and use the same to the full extent they could be used by Design-Builder (without liability to Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other

professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses, and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Despite Paragraph 14.02.B, Owner will not terminate Design-Builder's services if Design-Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

E. Despite the notice periods provided in this Paragraph 14.02, in the event of an emergency, Owner will have the right to immediately, and without notice to Design-Builder, take over and protect the Site by whatever means it deems appropriate. Owner will endeavor to provide Design-Builder notice of such action within 24 hours after its occurrence.

14.03 *Owner May Terminate for Convenience*

A. Owner may, without prejudice to any other right or remedy, terminate this Contract in whole or in part at any time for its convenience by giving Design-Builder seven days written notice. Owner will have the right, in that event, to take over any or all of Design-Builder's materials (whether stored on or off site), supplies, equipment to be installed, Design Subagreements, Construction Subagreements, and purchase orders, or other obligations to complete the Work and Design-Builder shall assign them to Owner upon Owner's request. Design-Builder shall proceed to complete any part of the Work, as directed by Owner, and shall settle all its claims and obligations under the Contract.

B. In any such termination for the convenience of Owner, Design-Builder shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination reasonable demobilization costs, and for termination settlement costs (such as termination of subcontracts) that relate to commitments which had become firm prior to the termination including material and equipment purchase orders. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Design-Builder shall justify its claims as requested by Owner with thorough, accurate records and data.

C. Despite the provisions of Paragraphs 14.03.A and 14.04.B above, if Owner elects to terminate this Contract under Paragraph 8.5 of the Agreement as a result of the failure of the Parties to reach an agreement on the Guaranteed Maximum Price Proposal, then the following shall apply:

1. Owner's termination will be effective upon Design-Builder's receipt of notice from Owner, provided, however, that Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Design-Builder to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project documents in orderly files.

2. Design-Builder's sole and exclusive relief for such termination shall be limited to the monies due under Exhibit 4.1 to the Agreement for completed Phase One Services, and Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Upon terminating Design-Builder, Owner will have the right to use the Work Product to complete the Project on a design-build, design-bid-build, or any other basis, with any entity of its choosing.

14.04 *Design-Builder May Suspend or Terminate for Cause*

A. If Owner fails to pay undisputed amounts owed to Design-Builder within 45 days of the date such payment is due under the Agreement, Design-Builder has the following remedies:

1. Design-Builder is entitled to suspend the Work within five days of delivering a written notice to Owner that Design-Builder will suspend the Work as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, it shall be entitled to proceed in accordance with the remedies set forth in Article 15.

2. Design-Builder is entitled to terminate this Agreement if a suspension for Owner's nonpayment continues for more than 90 consecutive days. The termination shall become effective if, after such 90-day period, Owner fails to cure the nonpayment within 20 days of its receipt of a notice from Design-Builder that it intends to terminate the Agreement as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does terminate the Agreement, such termination shall be treated as if Owner had terminated the whole of the Work in accordance with Paragraph 14.03.A above.

B. If Design-Builder elects to suspend the Work as a result of Owner's failure to act under the circumstances described in Paragraph 8.6 of the Agreement, Design-Builder shall provide Owner with 10 days advance written notice of its intent to suspend the Work. If Owner has not taken action under Paragraph 8.5 of the Agreement within such 10-day period, and Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, Design-Builder may proceed in accordance with the remedies set forth in Article 15.

C. Other than as specifically set forth in Paragraphs 14.04.A and 14.04.B above, Design-Builder has no rights to suspend or terminate this Agreement for any reason and is obligated to

continue performing in a diligent manner and without delay.

Article 15 – Claims and Dispute Resolution

15.01 *General*

A. Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and Design-Builder, 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.

B. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between Owner and Design-Builder arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Article 15.

C. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Article 15 are pending. The Parties will take such action, if any, required to effectuate such tolling.

D. 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 Design-Builder for negotiation and resolution as described below.

E. At all times during the course of any process under this Article 15, Design-Builder shall continue with the Work as directed, in a diligent manner and without delay, shall conform to Owner's decisions or orders.

15.02 *Notice*

A. ***Notice***: Design-Builder shall deliver written notice to Owner regarding each claim, dispute, or other matter as follows.
   1. The notice must state the general nature of the matter.
   2. Design-Builder shall deliver the notice immediately, but in no event later than 10 days after the start of the event giving rise to the matter.
   3. Design-Builder 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 Design-Builder to submit additional or more accurate data in support of such claim, dispute, or other matter.
   4. Design-Builder shall prepare its claim for an adjustment in Contract Price in accordance with Paragraph 11.01 and shall prepare any claim for an adjustment in Contract Time(s) in accordance with Paragraph 11.02.
   5. Along with its claim Design-Builder shall provide a written statement that the adjustment claimed is the entire adjustment to which Design-Builder believes it is entitled as a result of said event.
   6. In its claim Design-Builder must provide justification for each line item of Design-Builder's claim including but not limited to specifying the section of the terms and

conditions which provides an entitlement to the claim.

B. ***Owner's Decision***: Owner will render a formal decision in writing within 60 days after receipt of the last submittal of Design-Builder, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and Design-Builder unless Design-Builder takes an appeal from Owner's decision within the time limits and in accordance with the dispute resolution procedures set forth in this Article 15. Owner may issue unilateral change orders as referenced in Paragraph 9.04.

15.03 *Step Negotiations*

A. Each party must give the other party written notice of any dispute not resolved in the normal course of business.

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 shall 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.

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 shall 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.

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.

4. To the extent allowed by law, all negotiations, settlement agreements and other written documentation under this Paragraph 15.03 are confidential and will be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

15.04 *Mediation*

A. If the dispute has not been resolved by the negotiation as provided in Paragraph 15.03 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.

1. The proceeding will be conducted at Owner’s headquarters.

2. Owner shall provide a list of at least three mediators from which Design-Builder shall choose. If the parties cannot agree on a mediator within five 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 five 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 five days.

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.

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.

15.05 *Litigation*

A. If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 15.03 and 15.04 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 15, and the other has failed to participate, the requesting party may initiate litigation before expiration of the 60 day period.

B. All actions or proceedings arising in connection with the Contract shall 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. Design-Builder 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.

C. 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.

15.06 *Auditing of Claims*

A. All claims filed by Design-Builder 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 shall include the records of Design-Builder and its Design Subconsultants, Subcontractors and Suppliers. The audit

may begin on 10 days' notice to Design-Builder, Design Subconsultants, Subcontractors, or Suppliers. Design-Builder shall cooperate and shall 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.

15.07 *Costs for Dispute Resolution*

A. 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 15. 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.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford
DeSoto County

Hon. Joseph Tiseo
Charlotte County

Hon. Michael A. Moran
Sarasota County

Hon. Jason Bearden
Manatee County

Mike Coates, P.G., Executive Director

Request for Statements of Qualifications – PROGRESSIVE DESIGN-BUILD SERVICES of the PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

Addendum 2
April 11, 2024

Please see attached revised Professional Services Evaluation Committee memorandum.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford, DeSoto County
Hon. Joe Tiseo, Charlotte County
Hon. Jason Bearden, Manatee County
Hon. Mike Moran, Sarasota County

Mike Coates, P.G., Executive Director

MEMORANDUM

DATE: April 11, 2024

TO: Ann Lee, Finance & Budget Senior Manager

FROM: Mike Coates, Executive Director

RE: Progressive Design-Build for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction Request for Statements of Qualifications - Professional Services Evaluation Committee

Pursuant to the Authority's procurement policy, Section 5.4, the following individuals are designated to serve on the Professional Services Evaluation Committee (PSEC) for the referenced project:

Mike Knowles	(PRMRWSA)	Chair of the PSEC
Richard Anderson	(PRMRWSA)	Committee Member
Doug Leath	(PRMRWSA)	Committee Member
Scott Cunningham	(PRMRWSA)	Committee Member
Chris Rogers	(PRMRWSA)	Committee Member

Any questions concerning this Request for Statements of Qualifications (SOQ) must have been presented in writing via email to **procurement@regionalwater.org no later than 5:00 p.m. Eastern Standard Time on April 2, 2024, using "SOQ Question: PDB Services for PRF Expansion" as the subject line. Consultants are responsible to review the Authority's website for the Authority's responses to any questions timely submitted.** Statements of Qualifications are due from interested parties by 10:00 am Eastern Standard Time on April 22, 2024. The PSEC public meeting to review the SOQ's and short list firms will be held at the Authority's Lakewood Ranch Office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202 on May 6, 2024, at 9:30am Eastern Standard Time. If required, the PSEC public meeting to review presentations from short listed firms will be held at the Authority's Peace River Facility located at 8998 SW County Road 769, Arcadia, FL 34269 on May 20, 2024, at 10:00am Eastern Standard Time.

TAB C
Statements of Qualifications & Technical Presentations

FIRMS SUBMITTING SOQ
(Submittal Date: April 22, 2024 @ 10:00 AM)
Haskell & Aecom
PCL & Carollo
Wharton-Smith & Hazen

Section 4 of the submittals has been removed from this post; however, redacted versions of non-confidential information from this section are available upon request made to procurement@regionalwater.org.

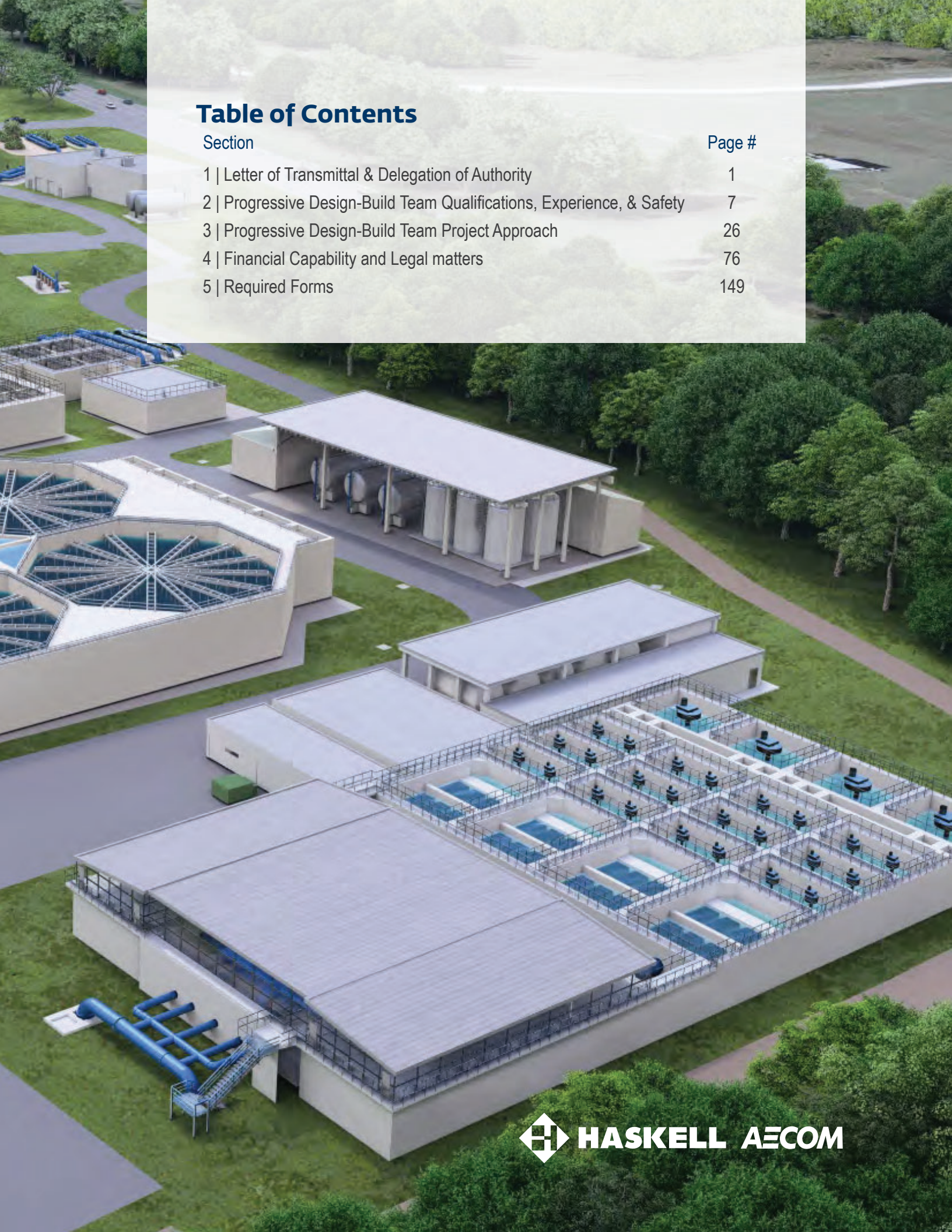
Peace River Manasota
Regional Water Supply Authority

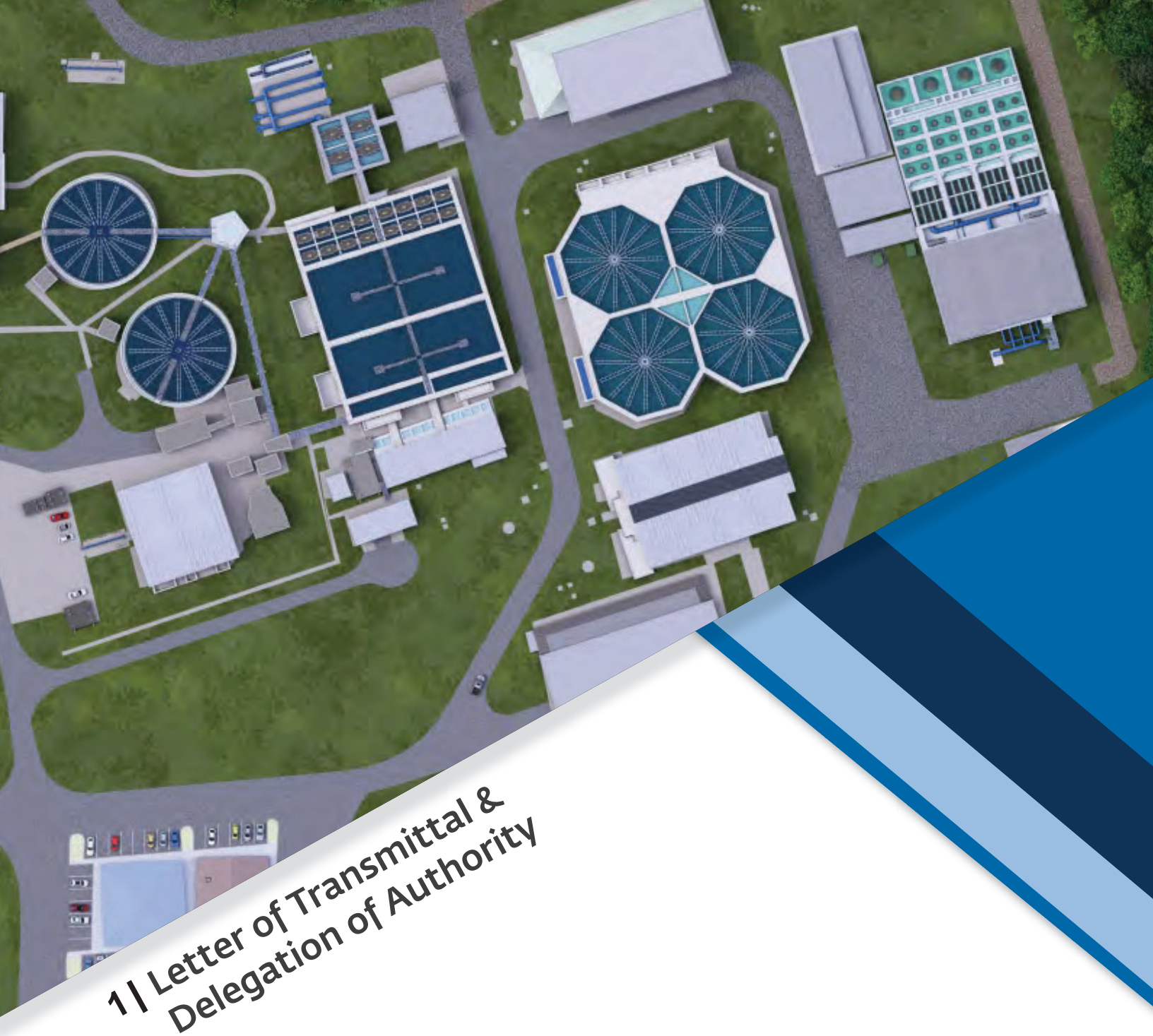
Qualifications For Progressive Design-Build Services of the Peace River Facility Expansion Project Final Design, Permitting, And Construction

HASKELL AECOM

Table of Contents

Section	Page #
1 | Letter of Transmittal & Delegation of Authority	1
2 | Progressive Design-Build Team Qualifications, Experience, & Safety	7
3 | Progressive Design-Build Team Project Approach	26
4 | Financial Capability and Legal matters	76
5 | Required Forms	149





1 | Letter of Transmittal & Delegation of Authority

HASKELL AECOM

Peace River Manasota
Regional Water Supply Authority

HASKELL AECOM

April 22, 2024

Peace River Manasota Regional Water Supply Authority (Authority)
9415 Town Center Parkway, Lakewood Ranch, FL 34202

RE: Progressive Design-Build Services of the Peace River Facility Expansion Project — Final Design, Permitting, and Construction

Dear Evaluation Committee:

Peace River Manasota Regional Water Supply Authority (Authority) is proactively undertaking one of the most significant water treatment facility expansions in the utility's history. Once complete, the upgraded facility will enable the Authority to build upon your 30-year history of stewarding life-sustaining water resources for your member communities. The planned Peace River Facility ("PRF") Expansion Project is a critical component of continuing this mission. Haskell's team, and our proposed approach, will focus on three critical success factors: budget, value creation and partnership.

> ***Budget Matters.*** As your design-build partner, Haskell will successfully deliver the PRF expansion as envisioned and within the allocated budget, just as we have on past projects.

> ***Value Creation Matters.*** Haskell's true value-creating concepts will facilitate delivering the PRF expansion on budget and without impacting overall project quality. Our clients save on average over 7.5% by incorporating our innovative ideas.

> ***Partnership Matters.*** Solely dedicated to collaborative delivery projects, Our team's successful approach ensures a partnership mentality and satisfied owners. We are also focused exclusively on supporting this project. Our team will not be pursuing the other procurements running concurrently by other Clients. We will partner with the Authority to ensure the success of this project without distraction.

At Haskell, we are design-build construction experts and solution providers – *we create things that matter.* We combine technical expertise with transparency and integrity. Our solution, detailed in our Project Approach in Section 3, provides collaboration, earlier cost certainty, schedule acceleration, supply chain mitigation and risk management. Our collaborative delivery portfolio is a testament to our ability to meet client project delivery expectations.

Our unified team are local and nationally recognized experts specializing in water treatment plants, complex filtration systems and large scale structural concrete basins. As a result, we will deliver the PRF project on schedule, in alignment with your budget, while delivering the best value for every dollar invested.

Our sole focus on collaborative delivery methods means we approach each project with a customer-focused mindset. Design-Build Project Manager Joe Kantor, a DBIA designated design-build professional and expert in progressive design-build delivery of water treatment facilities, will lead the team alongside Design Manager Chris Hill. As Design-Build Project Manager, Joe will be the Authority's single point of accountability for the Haskell team.

The Haskell Team acknowledges Addenda 1 and 2 and will accept the contract unamended.

Sincerely,

The Haskell Company | Primary Contractor
Bryan Bedell, DBIA – Project Executive
904.303.2163 | Bryan.Bedell@Haskell.com

AECOM | Primary Engineer
Scott Thibault, PE, DBIA – Project Executive
978.496.7237 | scott.thibault@aecom.com

1.a. FULL LEGAL COMPANY NAME AND COMPANY TYPE

The Haskell Company (Corporation)

AECOM Technical Services, Inc. (Corporation)

1.b. PHYSICAL/ MAILING ADDRESS WHICH MAY PERFORM PORTION(S) OF THE WORK

Haskell: 111 Riverside Ave., Jacksonville, FL 32202 and 1990 Main St., Suite 750, Sarasota, FL 34236

AECOM: 7650 W Courtney Campbell Causeway, Tampa, FL 33607

1.c. PRIMARY COMPANY POINT-OF-CONTACT INFORMATION

Joe Kantor | Design-Build Project Manager
904.791.4779 | joseph.kantor@haskell.com

1.d. NAMES AND TITLES OF PRINCIPALS, PARTNERS, OR OWNERS AS APPLICABLE

The Haskell Company as a 100% employee owned corporation.

- James O'Leary, President and CEO
- John-Paul Saenz Executive VP, COO
- Bradford Slappey, CPA Executive VP, CFO
- David Thaeler Executive VP, Chief Human Resources Officer
- Bryan Bedell, VP and Project Executive

AECOM Technical Services, Inc. is a wholly owned indirect subsidiary of AECOM, a Delaware corporation whose stock is publicly traded on the New York Stock Exchange (ACM/NYSE).

1.e. COMPANY HISTORY

Haskell was founded in 1965 by Preston Haskell as a design-build company, Haskell is a single source provider of design and construction services. In this time, Haskell has successfully completed over 4,800 Progressive design-build, design-build and CMAR projects. Our design-build solutions for water and wastewater clients protect public health and welfare, and ensure vital environmental stewardship. Haskell employs more than 2,300 architects, engineers, constructors and administrative professionals.

AECOM was officially founded in 1990, although some of our predecessor firms had distinguished histories dating back to the early 1900s, including respected water/wastewater engineering firms Metcalf and Eddy, Boyle Engineering and Earth Tech. AECOM has a strong footprint in Florida with over 1,000 employees supported by the strength of 49,000 experts throughout the world.

1.f. BUSINESS PHILOSOPHY

Haskell is dedicated solely to projects delivered through collaborative delivery methods. We do this through integrated delivery of facilities, infrastructure and systems and a business culture that values customer service, discipline, creativity, intelligent risk taking and entrepreneurial spirit.

AECOM's Think and Act Globally strategy is the roadmap to achieving our business goals – advancing our mission, guiding us toward our vision, and realizing our purpose of delivering a better world

1.g. RESPONDENT'S INTEREST IN THIS PROJECT

The Haskell team is hand picked based on expertise and availability. We are singularly focused on this project and has elected to dedicate our top team members exclusively to Peace River. Our competitors on this project are currently pursuing other large projects in the region including Winterhaven and Vero Beach. We will not be distracted by these ongoing procurements. We are the only firm focused exclusively on your project.

1.h. COMPLIANCE WITH 2 C.F.R. PART 200 (UNIFORM GUIDANCE)

A significant portion of Haskell annual revenue is tied to Federally funded projects. As such we are accustomed to being compliant with the relevant requirements.

RESOLUTIONS OF THE BOARD OF DIRECTORS OF THE HASKELL COMPANY

On February 12, 2024 at a duly called special meeting of the Board of Directors of The Haskell Company (the "Company"), a Delaware corporation, all the directors of the Board of Directors of the Company were present. At such special meeting, the following resolution was adopted:

RESOLVED, that Bryan R. Bedell, in his capacity as Vice President – Water Market Leader, is hereby designated and authorized to execute any and all documents necessary and appropriate that pertain to the Progressive Design-Build Services, Peace River Facility Expansion Project in DeSoto County, Florida, on behalf of The Haskell Company.

DATED as of April 3, 2024

Bradford A. Slappey
Executive Vice President, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL, to-wit:

The foregoing was acknowledged before me this 3rd day of April, 2024 by Bradford A. Slappey, Executive Vice President and Secretary of The Haskell Company.

My Commission Expires: 05/22/2026

Notary Public

ALLISON M. ACHORN
Commission # HH 250432
Expires May 22, 2026

AECOM

AECOM Technical Services, Inc. 213.593.8100 tel
300 South Grand Avenue 213.593.8730 fax
9th Floor
Los Angeles, CA 90071
www.aecom.com

SECRETARY'S CERTIFICATE

AECOM TECHNICAL SERVICES, INC.
a California corporation

I, Armond Tatevossian, DO HEREBY CERTIFY that I am a duly elected and acting Secretary of AECOM Technical Services, Inc., a corporation organized under the laws of the State of California ("ATS" or "Corporation"), and the keeper of its records and corporate seal.

I FURTHER CERTIFY that the Corporation's principal place of business is 300 South Grand Avenue, 9th Floor, Los Angeles, California 90071.

I FURTHER CERTIFY that pursuant to the Written Consent of the Board of Directors of ATS, adopted on January 23, 2024, and attached hereto as Exhibit A, Scott Thibault has signatory authority for ATS and is authorized to execute contracts and other documents on behalf of the Corporation.

IN WITNESS WHEREOF, I have subscribed my name and affixed the seal of the Corporation, this 3rd day of April, 2024.

Armond Tatevossian
Secretary

UNANIMOUS ACTION OF THE BOARD OF DIRECTORS OF AECOM TECHNICAL SERVICES, INC.

The undersigned, being all the members of the Board of Directors of AECOM TECHNICAL SERVICES, INC. (the "Corporation"), a California corporation, hereby take the following action:

RESOLVED: That, “the following U.S. based persons are designated with authority by the Board of Directors to execute contracts and other legal documents on behalf of the Corporation within the boundaries of specific Regions and Business Lines as noted and effective as of the dates set forth below:”

Effective January 23, 2024:

Last Name	First Name	Region	Business Line
Thibault	Scott	All	Water

IN TESTIMONY WHEREOF, all the Directors have hereunto set their hands this 23rd day of January, 2024.

Allison Hall

Matthew Crane

Karl Jensen

Armond Tatevossian

2 | Progressive Design-Build Team Qualifications, Experience, & Safety

HASKELL AECOM

Peace River Manasota
Regional Water Supply Authority

QUALIFICATIONS, EXPERIENCE & SAFETY

2.A. Progressive Design-Build Team

Haskell and AECOM are leading design-builders who together have successfully completed over 900 progressive design-build and 2,400 design-build projects. This experience will yield real results for the Authority through efficient design solutions that meet today's requirements and set the stage for future needs. Our resources are extensive and specialized. The legal names of all entities that comprise of the Progressive Design-Build team can be found below.

Haskell | Primary Contractor

Haskell is a leading integrated design-build firm serving the water and wastewater markets.

Legal name	The Haskell Company
Primary point-of-contact office location	4830 W Kennedy Blvd. Suite 600, Tampa, FL 33609 and 111 Riverside Ave. Jacksonville, FL 32202
Primary point-of-contact	Joe Kantor, PE, DBIA 904.791.4779 joseph.kantor@haskell.com

Established in 1965, Haskell's integrated project delivery model has established a creative thinking process combined with innovative design and construction methodologies that continue to exceed the expectations of today's multi-faceted clients.

Employing more than 2,300 architects, engineers, constructors and administrative professionals with decades of experience, Haskell drives a competitive advantage for its clients to deliver unique customized solutions.

Remaining committed to living our values and advancing our clients, communities, and our people, Haskell stands ready to ***create things that matter***, in service to clients that do things that matter.

- 830+ staff in Florida - local offices in Tampa Sarasota and Fort Myers

AECOM | Primary Engineer

Legal name	AECOM Technical Services, Inc.
Primary point-of-contact office location	7650 W Courtney Campbell Causeway, Tampa, FL 33607
Primary point-of-contact	Chris Hill, PE, BCEE, ENV SP 813.347.3047 christopher.hill@aecom.com

A fully integrated firm, AECOM provides full design-build services, from permitting and design to construction, startup, and commissioning. AECOM is the overall #2 design firm and #14 general contractor according to Engineering -News Record (ENR) for 2023. AECOM's National Water Design-Build practice is currently executing over $1 billion of treatment plant design-build work, the majority of which is progressive design-build.

- 1,000+ staff in Florida - local offices in Tampa and Fort Myers
- All engineering resources under one roof, with key staff adept at the workshop process for PDB
- Proud member of DBIA and the Water Collaborative Delivery Association

Additional Subconsultants

Freese and Nichols (FNI). FNI is a client-focused, regionally based firm with national expertise. Their 1,200+ multi-discipline professionals meet client needs with responsiveness and flexibility. FNI provides a broad range of services to plan, design and manage public infrastructure projects. Their project teams are known for exceeding client expectations through innovative concepts and high-performing designs.

Legal name	Freese & Nichols, Inc.
Primary point-of-contact office location	1000 N Ashley Dr Suite 100 Tampa, FL, 33602
Primary point-of-contact	Trooper Smith, PE, DBIA 813.467.9180 trooper.smith@freese.com

Ardaman & Associates. Ardaman & Associates, Inc. (A&A), specializes in offering geotechnical and environmental engineering services to clients engaged in development and infrastructure projects within Florida.

Legal name	Ardaman & Associates, Inc.
Primary point-of-contact office location	9970 Bavaria Road Fort Myers, FL 33913
Primary point-of-contact	Ivan Sokolic, PE 239.768.6600 isokolic@ardaman.com

EarthBalance. EarthBalance has provided environmental and planning assistance to the Authority for nearly three decades. The company was the lead environmental consultant for the Peace River Option 42-inch pipeline, the Regional Integrated Loop System/Feasibility Study, and the Source Water Feasibility Study.

Legal name	EarthBalance
Primary point-of-contact office location	2570 Commerce Parkway North Port, FL 34289
Primary point-of-contact	Amber Mitchell, MEM 941.200.5467 amitchell@earthbalance.com

Hyatt Survey Services, Inc. Hyatt Survey Services, Inc. is a full-service certified SBE/WBE/MBE /DBE surveying and mapping company located in Manatee County, FL, offering boundary, topographic, hydrographic, and aerial surveying services.

Legal name	Hyatt Survey Services, Inc.
Primary point-of-contact office location	2012 Lena Road Bradenton, FL 34211
Primary point-of-contact	Russell Hyatt, PSM 941.748.4693 russell@hyattsurvey.com

Why Haskell and AECOM?

For a project of this magnitude, the Authority needs a team with in-house engineering staff, subject matter experts, dedicated self-perform craft labor and established relationships with local suppliers and subcontractors with specific focus on the unit operations being considered, to ensure that the expansion aligns with your vision. Haskell and AECOM, two nationally recognized leaders in progressive design-build project delivery, have teamed to give the Authority a unified and cohesive offering of design-build practitioners skilled in the areas of detailed water treatment design, construction, management, and commissioning across our respective firms.

Our experienced team has worked on surface water treatment plants throughout Florida including AECOM's work on the Peace River Manasota Facility upgrades. We have met with Authority staff including plant operators to gain a comprehensive understanding of the expansion goals. It is our understanding that collaboration is a big factor in how a team is viewed, which is why focused client services is critical. We have listened intently to provide the Authority with solutions to meet its project objectives with quality and tactful awareness.

2.B. Licenses

On the following page are applicable business licenses for Haskell, AECOM, and FNI, as well as individual licenses for our key team members.

State of Florida
Department of State

I certify from the records of this office that THE HASKELL COMPANY is a Delaware corporation authorized to transact business in the State of Florida, qualified on November 7, 2008.

The document number of this corporation is F08000004829.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 29, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirteenth day of December, 2023

Secretary of State

Tracking Number: 3014728508CU

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

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

State of Florida
Department of State

I certify from the records of this office that AECOM TECHNICAL SERVICES, INC. is a California corporation authorized to transact business in the State of Florida, qualified on August 21, 1989.

The document number of this corporation is F95000004014.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 20, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twentieth day of February, 2024

Secretary of State

Tracking Number: [illegible]CU

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

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

State of Florida
Department of State

I certify from the records of this office that FREESE AND NICHOLS, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on January 10, 2012.

The document number of this corporation is F12000000128.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 11, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2024

Secretary of State

Tracking Number: 9647704691CU

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

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

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

Licensee

Name:	AECOM TECHNICAL SERVICES, INC.	License Number:	
Rank:	Architect Business Information	License Expiration Date:	
Primary Status:	Current	Original License Date:	08/06/2003

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
AR99442	Current, Active	DINGES, ERIC THOMAS	Responsible Supervisor	08/19/2021	Architect	02/28/2025
AR99442	Current, Active	DINGES, ERIC THOMAS	Qualifying Architect	07/01/2021	Architect	02/28/2025

Page 1 of 1

Printer Friendly

Return to License Details

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

Licensee

Name:	AECOM TECHNICAL SERVICES, INC.	License Number:	8115
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	01/22/1999

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
46656	Current, Active	CORNISH, KEVIN MICHAEL	Registry	01/29/2016	Professional Engineer	02/28/2025
41908	Current, Active	GARCIA, CARLOS	Registry		Professional Engineer	02/28/2025
57637	Current, Active	WITMEIER, BENJAMIN JOSEPH	Registry		Professional Engineer	02/28/2025

Florida dbpr Department of Business & Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS 11:36:51 AM 3/21/2024

Licensee Information

Name:	FREESE AND NICHOLS, INC. (Primary Name)
Main Address:	801 CHERRY STREET STE 2800 FORT WORTH Texas 76102
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	30449
Status:	Current
Licensure Date:	10/02/2013
Expires:	

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KINSLEY, PETER MICHAEL
THE HASKELL COMPANY
111 RIVERSIDE AVE
JACKSONVILLE FL 32202

LICENSE NUMBER: CGC1510510
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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HILL, CHRISTOPHER P.
6019 MARTINGLADE PLACE
LITHIA FL 33547

LICENSE NUMBER: PE66933
EXPIRATION DATE: FEBRUARY 28, 2025
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.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LOVINS, WILLIAM A. III
10511 ABINGDON CHASE
ORLANDO FL 32817

LICENSE NUMBER: PE58678
EXPIRATION DATE: FEBRUARY 28, 2025
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.

THE DESIGN-BUILD CERTIFICATION BOARD

has conferred upon

JOSEPH KANTOR, PE, DBIA

the designation of

DBIA™

for fulfilling the program requirements of the Designated Design-Build Professional™ program,

awarded on

MARCH 18, 2016

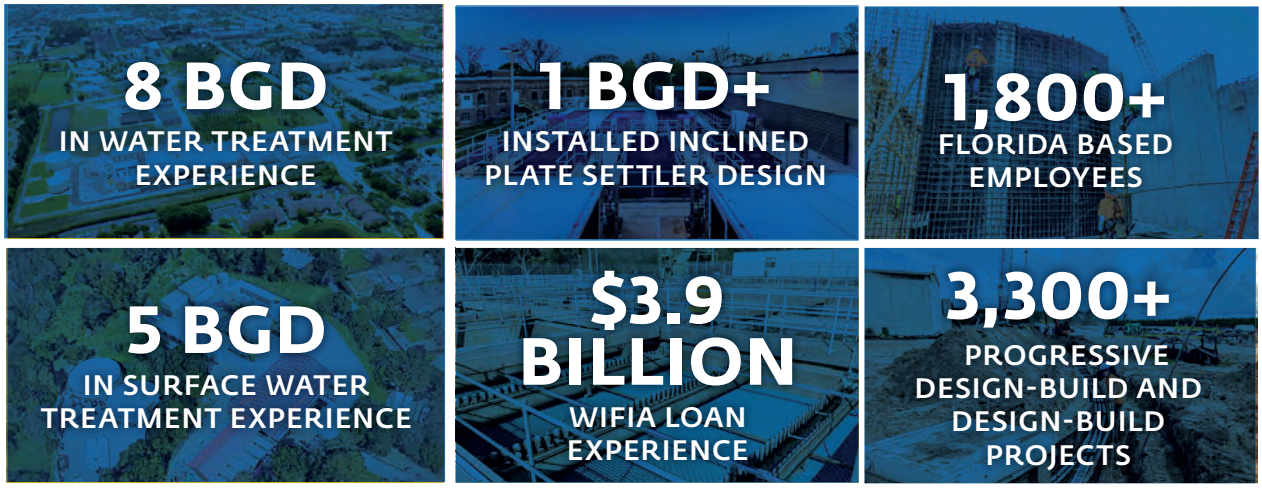
by

THE DESIGN-BUILD INSTITUTE OF AMERICA

PROGRESSIVE DESIGN-BUILD SERVICES F R T E PEACE R ER FAC L TY E PANS N PR ECT F NAL DES N, PERM TT N , AND C NSTR CT N

The Haskell Team Overview

Haskell and AECOM's experience is unmatched in the industry.



2.c. Compliance with design-build firm in Section 287.055(2)(h), Florida Statutes

The Haskell Company helped author the original Florida statute and will be 100% compliant with all provisions of Section 287.055(2)(h) as well as all funding requirements.

2.d. Experience of the Prime Contractor and Prime Engineer

Design Team's Experience with Surface Water Treatment Plants

AECOM has worked on most of the surface water treatment plants in the State of Florida, including the Peace River Manasota Facility, David L. Tippin WTP (Tampa), and Lake Manatee WTP (Manatee County). Their experience includes hundreds of surface water treatment facilities around the globe with a combined capacity of nearly 5 BGD. Their surface water treatment plant experience includes process optimization, bench- and pilot-scale studies, facility design, permitting, startup and commissioning and construction.

Teaming Experience

Haskell and AECOM share a common progressive design-build philosophy of client service and a focus on high-quality collaborative deliverables. We have recently teamed together on the following collaborative delivery water/wastewater projects with a total value of more than $220M in just the last four years:

- St. Petersburg Southwest Water Reclamation Facility Capacity and Biosolids Upgrades
- City of Jacksonville LaSalle Street Pump Station
- Collier County North County Water Reclamation Facility Headworks Upgrades
- Salt Lake City Department of Public Utilities City Creek Water Treatment Plant

In addition, both Haskell and AECOM have worked with our other key teaming partner, Freese and Nichols (FNI), for decades. Freese and Nichols is also highly experienced in the planning and design of surface water treatment plants.

They have experience with a wide range of treatment processes, including conventional surface water treatment and advanced technologies, such as GAC, membranes, UV disinfection. We have helped our clients develop solutions to difficult water quality challenges, including color, taste and odor, DBPs, residual stability and nitrification, corrosion, algal toxins, and emerging contaminants, such as PFAS.

AECOM Role:

- Overall Process Design
- Bench-Testing
- Plant Hydraulics
- Civil/Site
- Structural
- Electrical / Instrumentation
- Pretreatment
- Filters
- Disinfection Strategy
- Chlorine Contact Basin

FNI has been providing professional services for water treatment systems for over 130 years. Their team includes more than 70 treatment process specialists and an additional 300+ engineers with a focus on water treatment plants, including Trooper Smith DBIA Florida Region Programs Committee Chair. They specialize in surface water treatment facilities ranging in size from 1 MGD to 770 MGD. Over the last 10 years, this has included more than 200 water treatment study and design projects at almost 50 different water treatment plants across the southeastern U.S. Those facilities alone have a combined treatment capacity of over 3 billion gallons per day. Their surface water treatment resume includes designs at 17 different facilities at 20 MGD or greater just in the last 5 years.

FNI Role:

- Chemical Systems
- Raw Water Piping
- Yard Piping
- Transfer Pump Station
- Solids Handling

Team Experience

The Haskell team has extensive experience upgrading similar plants to the PRF. We chose these team members because of their specific expertise, work availability, working relationships and creativity.

KEY PERSONNEL

Key Personnel	*Design-Build*	*Surface Water Treatment*	*Pretreatment / Inclined Plate Settlers*	*Filter*	*Disinfection*	*Solids Handling*	*Active Plant Upgrades*	*Funding Compliance*	*Previous Experience with at Least 5 Listed Team Members*
Joe Kantor, PE, DBIA, LEED AP | Design-Build Project Director	●			●	●	●	●	●	●
Christopher Hill, PE, BCEE, ENV SP | Design Manager	●	●	●	●	●	●	●	●	●
Will Lovins, PhD, PE | Process Lead Designer	●	●	●	●	●	●	●	●	●
Bill Clunie, PE, BCEE | Commissioning and Startup Manager	●	●	●	●	●	●	●	●	●
Joe Daigneault, DBIA | Preconstruction Manager	●	●	●	●	●	●	●	●	●
John Morrison | Construction Manager	●	●	●	●	●	●	●	●	●
Yasser Rizk, PE | Electrical/ Instrumentation Engineer	●	●	●	●	●	●	●	●	●
Lindle Willnow, PE | Plant Hydraulics	●	●	●	●	●	●	●	●	●
Michael Malenfant, PE | Structural Engineer	●	●	●	●	●	●	●	●	●
Mike Spaeder | Estimating Manager	●	●	●	●	●	●	●	●	●
Chris Bunch, CHST, CSP | Safety Manager	●		●	●	●	●	●	●	●
Brad Meadows | Superintendent	●		●	●	●	●	●	●	●
Tanner Stone | Project Manager	●		●	●	●	●	●	●	●

2.E. KEY PERSONNEL AND ORGANIZATIONAL CHART

Haskell's design and construction team for this project is a truly integrated cohesive unit with repeat experience on similar facilities. Our project team members have all worked with each other, either as direct relationships on projects or through team collaboration events such as peer reviews and design charrettes. Our approach emphasizes transparency and collaboration. We listen to the needs of the Authority and its stakeholders and will deliver design-build solutions in true partnership with you. Our Organizational Chart showing our key personnel can be found on the chart below.

Primary Contractor: HASKELL

Primary Engineer: AECOM

Engineering: FREESE NICHOLS

Peace River Manasota Regional Water Supply Authority

Executive Leadership

Bryan Bedell, DBIA [1]

Scott Thibault, PE, DBIA [2]

▸ Design-Build Project Manager
Joe Kantor, PE, DBIA, LEED AP [1]

Advisory

Integrated Delivery Manager
John Finnegan, PE [2]

Client Services

Krystal Strassman, DBIA [1]

Trooper Smith, PE, DBIA, ENV SP [3]

Design

▸ Design Manager
Chris Hill, PE, BCEE, ENV SP [2]

▸ Process Lead Designer
Will Lovins, PhD, PE [2]

PFAS
Chris Curran, PE [2]
Viraj deSilva, PhD, PE, BCEE [3]

Process Mechanical
Marija Perik [2]
Tony Pevec, PE, BCEE, Assoc. DBIA [3]

Electrical
Yasser Rizk, PE [2]
Bob Dudik, PE [3]

Env. Assessment
Amber Halstead [5]

CADD / BIM
Sylvia Liu [2]
Justin Riddle [3]

Coordination w/ PRF Operations
Bill Clunie, PE [2]

Chemical Systems
Marija Perik [2]
Tony Pevec, PE, BCEE, Assoc. DBIA [3]

Pumping Systems
F. Bohroroquez, PE [2]
Charles Cullen, PE, BCEE [3]

Instrumentation
Yasser Rizk, PE [2]
Nick Claudio, PE, PMP [3]

ERP Permitting
Kelly Samuels [2]

Geotech
Ivan Sokolic, PE [4]

WIFIA Coordination
R. Pogodzienski, PE [2]

Plant Hydraulics
Lindle Willnow, PE [2]

Residuals
Tony Pevec, PE, BCEE, Assoc. DBIA [3]
Cove Capodice, EI [3]

Structural
Michael Malenfant, PE [2]

Civil/Site
Kurt Ahlgrim, PE

PWS Permitting
Jenelle Ostrowski, PE, Assoc. DBIA [3]

Survey / SUE
Russell Hyatt, PSM [6]

Reservoir Management
Byron Winston, PhD [2]

Preconstruction

▸ Preconstruction Manager
Joe Daigneault, DBIA [1]

Estimating Manager
Mike Spaeder [1]

Scheduling Manager
Ashraf Asad [1]

Virtual Design and Construction Manager
Ryan Camer, LEED AP [1]

Constructability
Paul McElroy, DBIA [1]

Operability
Bill Mcilvaine [1]

Construction

▸ Construction Manager
John Morrison [1]

Project Manager
Tanner Stone [1]

Assistant Project Manager
Kaelin Queen [1]

Superintendent
Brad Meadows [1]

Commissioning and
▸ Startup Manager
Bill Clunie [2]

Quality and Safety

Quality Manager
Kevin Kett, PE [1]

Safety Manager
Chris Bunch, CHST, CSP [1]

Risk Manager
Jeff Caudill, CRIS [1]

Legend: ▸ Key personnel

1. The Haskell Company
2. AECOM Technical Services, Inc.
3. Freese & Nichols, Inc.
4. Ardaman & Associates
5. Earth Balance
6. Hyatt Survey Services

The Haskell Team Safety Metrics

Further information on Haskell's Safety metrics can be found beginning on page 44 in Section 3.

The Haskell Company	2021	2022	2023
Experience Modification Rate (EMR)	0.52	0.53	0.57
Total Recordable Incident Rate (TRIR)	0.17	0.28	0.39
OSHA Lost-Time Incident Rate (LTIR) s	0.11	0.05	0.00

AECOM Technical Services, Inc.	2021	2022	2023
Experience Modification Rate (EMR)	0.58	0.58	0.62
Total Recordable Incident Rate (TRIR)	0.08	0.11	0.06
OSHA Lost-Time Incident Rate (LTIR)	0.00	0.01	0.01

2.F. Resumes for all key personnel

Resumes for key personnel can be found beginning on page 16.

Qualifications Attachments

Attachment A – Key Personnel Chart Can be found beginning on page 14.

Attachment B – Qualification Certification
Experience can be found beginning on page 15.

Safety. Safety metrics for the Prime Contractor and Prime Engineer for the last three years can be found in the table above.

ATTACHMENT A | Key Personnel and Reference Project Table Enhancements

Peace River Manasota Regional Water Supply Authority | Peace River Facility Expansion Project - Final Design, Permitting, and Construction (Project)

	Key Personnel	Key Personnel Role on Phase I Preconstruction Services for Project	Key Personnel Role on Phase II Final Design & Construction Services for Project	Current Employer	Years of Exp	Assigned Office City/State	New Water Treatment Plant and WRF *Town of Davie*	Graham Hill WTP Upgrades *City of Santa Cruz Water Dept.*	Southwest Water Reclamation Facility *City of St. Petersburg*	JEA Nassau Water Reclamation Facility *JEA*
Key Personnel	Joe Kantor, PE, DBIA, LEED AP	Design-Build Project Manager	Design-Build Project Manager	Haskell	22	Jacksonville, FL*			Senior Project Manager	
	Christopher Hill, PE, BCEE, ENV SP	Design Manager	Design Manager	AECOM	32	Tampa, FL		Lead Verifier (Process Mechanical / Full Design) and Treatment Advisor		
	Will Lovins, PhD, PE	Process Lead Designer	Process Lead Designer	AECOM	28	Orlando, FL	Process Technical Lead and Commissioning			
	Bill Clunie, PE, BCEE	Commissioning and Startup Manager	Commissioning and Startup Manager	AECOM	27	Chelmsford, MA	Process Design and Startup/Commissioning	Process Lead and Lead Process Mechanical Design		
	Joe Daigneault, DBIA	Preconstruction Manager	Preconstruction Manager	Haskell	18	Jacksonville, FL				Director of Preconstruction
	John Morrison	Construction Manager	Construction Manager	Haskell	16	Jacksonville, FL			Project Manager	Senior Project Manager
	Reference Project Details									
	Reference project was completed for the Authority (X)									
	Reference Project Location						Davie, FL	Santa Cruz, CA	St. Petersburg, FL	Fernandina Beach, FL
	Reference Project Budget at NTP ($ million not including contingency and allowance)						$104 Million	$120 Million	$118 Million	$105 Million
	Reference Project Cost at Completion ($ million including contingency and allowance)						$112 Million	GMP in process	$129 Million	$114 Million
	Contract Extension (Actual Final Completion Date minus Scheduled Final Completion Date at NTP)						WRF = 0 | WTP = 240	On Schedule	480**	On Schedule
	Project Status - (Complete, Ongoing, Other)						Complete	Ongoing	Complete	Ongoing
	Reference Project Delivery Method - Design Bid Build (DBB), Progressive Design-Build (PDB), Design-Build (DB), Construction Management at Risk (CMAR), Other (O)						PDB	PDB	CMAR	CMAR
	Alternative Delivery Project (X) (Requirement 2.h.)						✓	✓	✓	✓
	Water/Wastewater Facility Project (X) (Requirement 2.g.)						✓	✓	✓	✓

* Design-Build Project Manager will also work out of Haskell's Tampa, FL office.

** Time extension for Owner requested additional capacity and scope additions

ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by Peace River Manasota Regional Water Supply Authority. The Undersigned verifies that the firm is qualified as a Design-Build firm as defined by Florida Statute 287.055(2)(h). The Undersigned also verifies that the firm is licensed in the State of Florida as a Certified General or Building Contractor in accordance with the Florida Statute 489.119; OR, licensed in the State of Florida as an Engineer in accordance with Florida Statute 471.023.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm, or corporation to furnish all information requested by the Authority, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Peace River Manasota Regional Water Supply Authority designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this 19 day of April, 2024.

By Bedell

Signature of Affiant

Bryan Bedell, Vice President

Printed Name & Title of Affiant

The Haskell Company

Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 19 day of April, 2024, by Affiant. who is personally known to me or has produced____ as identification.

Notary Public

Leslie F Hunt

Name typed, printed or stamped

My Commission Expires: March 9, 2027

LESLIE F HUNT
Notary Public - State of Florida
Commission # HH 371922
My Comm. Expires Mar 9, 2027
Bonded through National Notary Assn.

JOE KANTOR, PE, DBIA, LEED AP | Design-Build Project Manager

Years of Experience
22 Years

Professional Credentials
Professional Engineer in FL (#76082)
Designated Design-Build Professional
LEED Accredited Professional

Education
MS, Civil Engineering
BS, Civil Engineering

Joe specializes in the progressive design-build delivery of complex water and wastewater projects. As The Authority's single point of contact and Design-Build Project Manager, Joe is responsible for all aspects of the project including ensuring budget targets are met and operation flexibility is provided in the design. His partnership mindset will guide the team to collaborate and execute key preconstruction and construction efforts. Joe's priority will be reviewing and evaluating all levels of design constructability, value engineering options, and alternative construction systems. During construction, Joe will continue to facilitate partnership, in close coordination with the construction team, of all project stakeholders to meet project safety and quality standards within budget.

FPUA Mainland WRF Relocation, Fort Pierce, FL. Progressive Design-Build, $139,476,933. Relocation of the Island Water Reclamation Facility to include 8 MGD expandable to 10 MGD and all associated infrastructure which includes an operations/administration building. Role: Design-Build Project Manager.

Confidential Water Treatment Plant Expansion, Confidential, FL. Progressive Design-Build, $33,066,351. Design and construction of an expansion to an existing Water Treatment Plant featuring three new pump stations, a three train UV AOP system, a six vessel GAC post treatment system, as well as upgrades to the Hypochlorite Disinfection and Fluoride Systems. Self-perform activities included the installation of process mechanical and concrete packages. Role: Preconstruction/Project Development.

Southwest Water Reclamation Facility, St. Petersburg, FL. CMAR, $129,181,651. The city selected Haskell as their construction manager at risk to oversee all programmatic upgrades and improvements at the Southwest Water Reclamation Facility (SWWRF). Working with the city's design engineers the program included new biosolids systems and extensive capacity upgrades, along with numerous other improvements. The capacity upgrades expanded the plant from 78 MGD to 110 MGD peak flow capacity. Phase 1 was fast-tracked to increase filter and hydraulic capacity before the rainy season, while Phase 2 included the addition of two filters, a new clarifier, and modifications to the existing aeration basins and chlorine contact basin Role: Senior Project Manager.

JEA Greenland Water Reclamation Facility, Jacksonville, FL. CMAR, $122,101,114. A greenfield 4 MGD WRF with potential expansion for an additional 4 MGD to JEA's existing reclaimed water distribution system. The facility will be located on land adjacent to JEA's Greenland Energy Center in Duval County. It will provide new wastewater services south and west of the St John's River, with a portion of the wastewater flows being redirected from the existing Arlington East WRF and Mandarin WRF. Treatment processes will include biological nutrient removal, tertiary filtration, and UV disinfection. Role: Senior Project Manager.

Value to the Authority

Joe has vast constructability experience and is an expert in construction means and methods. His extensive construction knowledge is enhanced by his ability to provide sound judgement and decision making to cost, constructability, quality and schedule challenges and reviews.

CHRISTOPHER HILL, PE, BCEE, ENV SP | Design Manager

AECOM

Years of Experience
32 Years

Professional Credentials
Professional Engineer, FL #PE66933, GA, OH, TX
Board Certified Environmental Engineer
Envision Sustainability Professional

Education
BS, Chemical Engineering
BBA, Business Administration

Chris brings more than 32 years of experience in drinking water quality and treatment, including process evaluation, permitting, design, cost estimating and construction of water treatment facilities. He will work closely with the Authority, our Project Manager and Pre-Construction Manager throughout design and construction to make sure the facility meets all of the project requirements (process, performance, price) and that your staff are ready to assume operations before we are done on site.

Graham Hill WTP Improvements Project, Santa Cruz, CA. Progressive Design-Build, $130 million. Lead Verifier and Treatment Advisor for this project to replace the WTP within its existing footprint and keep it in operation throughout construction. The scope includes replacement of the existing conventional sedimentation process with plate settlers, conversion to ozone-biological filtration, addition of GAC and provisions for future UV or UV/AOP. Assisted with final treatment process selection. Responsible for process mechanical design review and QA/QC of the entire design.

Northwest Regional WTP, Greene County, OH. Progressive Design-Build, $44 million. Treatment Advisor for expansion and upgrade of a 12 MGD regional WTP. Project includes oxidation/filtration for iron removal, membrane softening, and provisions for a future wellfield. Responsibilities included assistance with final process selection, construction sequencing, startup and commissioning, distribution system transition, and stabilization of water quality to ensure customer satisfaction and compliance.

East County Advanced Water Purification Project, Santee, CA. Progressive Design-Build, $600 million. Advanced Water Treatment Advisor for design of this potable reuse project consisting of a 16 MGD wastewater treatment plant and an 11.5 MGD AWPF. The AWPF process includes membrane filtration, reverse osmosis, UV/AOP and stabilization for surface water augmentation. Responsibilities include working with the team to select and optimize the treatment process and process mechanical design reviews. This project received $388 in WIFIA funding.

Lithia Hydrogen Sulfide Removal Facility, Tampa Bay Water, FL. Engineering, Procurement and Construction Management (EPCM), $28 million. Engineer of Record for EPCM design of 44 MGD hydrogen sulfide treatment facility. EPCM is essentially a progressive DB with the exception the contractor is a construction manager who does no self-performance. Responsibilities included facility planning, detailed design, coordination of design disciplines and project documents and overall quality control.

Hatillo-Camuy WTP Rehabilitation, Puerto Rico Aqueduct and Sewer Authority, PR. Design Bid Build, $60 million. Process Mechanical Design Lead for rehabilitation of this surface water treatment plant. Replaced existing SuperPulsators with presedimentation (with plate settlers), flocculation/sedimentation (with plate settlers), new dual-media filters (to replace undersized filters and membrane filtration), new backwash supply, new sodium hypochlorite facilities, and upgraded chemical facilities.

Value to the Authority

Chris brings the right combination of experience to lead our design team. He has more than 2 BGD of surface water treatment and $1 billion in alternative collaborative delivery experience. He has been working in southwest Florida for more than 20 years and knows what it takes to get a project permitted, and he understands the nuances of designing with WIFIA requirements in mind.

WILL LOVINS, PHD, PE | Process Lead Designer

AECOM

Dr. Lovins brings 28 years of experience supporting water treatment plant optimization, supply development, design, and plant commissioning. He is a member of AECOM's Water Technical Practices Network providing expertise in the development and execution of both conventional and advanced water related projects. Dr. Lovins will work closely with the Authority on preliminary and final process design, and collaborating on startup/commissioning during construction.

Years of Experience
28 Years

Professional Credentials
Professional Engineer, FL #PE58678

Education
PhD, Environmental Engineering
MS, Environmental Engineering,
BS, Environmental Engineering

24 MGD Surface Water Treatment Plant Expansion and Start-up Operations, Peace River Manasota Regional Water Authority, Sarasota, FL. Design-Bid-Build, Technical leader responsible for coordinating startup/operation of the surface water treatment plant expansion. The Authority retained AECOM under an existing final design and construction contract to operate the newly constructed treatment train. Scope of services included preparing standard operating procedures, training in-house staff, optimization of upflow solids contact clarifiers and sand filtration processes, and 24/7 plant staffing over a 4-month period.

6 MGD Brackish Water Reverse Osmosis WTP Design and Plant Commissioning, Town of Davie, FL. Progressive Design-Build, $112 Million. Technical leader responsible for preliminary design and plant commissioning to develop an alternative brackish water supply and phase out of an existing lime softening facility. Services comprised defining water quality/treatment goals, process selection, process flow and instrumentation diagrams, equipment sizing, and site planning.

10 MGD Reverse Osmosis WTP Pilot Testing, Design and Start-up Services, City of Hialeah, FL. Design-Build-Operate, $55.5 Million. Technical manager responsible for developing and executing a RO pilot demonstration, design and system start-up. The system includes brackish raw water wells, chemical pretreatment, cartridge filtration, RO desalination, chemical post-treatment, storage and high service pumping. Treatment capacity is 10 MGD, expandable to 17.5 MGD future capacity.

5 MGD Brackish Water Treatment Alternative Water Supply Development Opportunities, Peace River Manasota Water Supply Authority, Sarasota, FL. Design-Bid-Build, Technical leader responsible for supporting conceptual design of a 5 MGD brackish WTF using RO. Design included process flow diagram, footprint of facility, and a site sketch for the Authority and stakeholders to compare the merits of the project to other regional alternative water supply initiatives.

3 MGD Surface Water Treatment Plant for Cooling Tower Make-up Supply, Pinellas County, FL. Design-Bid-Build, Technical leader responsible for developing a surface water source to replace an obsolete lime softening process for make-up water supply to an industrial cooling tower operation.

Value to the Authority

Dr. Lovins is very familiar with the Authority's WTP facilities having worked on prior expansion projects. He brings a proven track record on WTP process design from projects throughout Florida. His expertise, combined with the collective knowledge of the Authority's systems and processes and the resources of the Haskell-AECOM team, will allow us meet the Authority's project goals and deliver exceptional results.

BILL CLUNIE, PE, BCEE | Commissioning and Startup Manager

AECOM

Years of Experience
27 Years

Professional Credentials
Professional Engineer, MA #43202
Board Certified Environmental Engineer

Education
MS, Civil Engineering
BS, Civil Engineering

Bill is a specialist in water treatment design, providing comprehensive services for pilot tests, feasibility studies, unit process design, construction sequencing, and startup and testing. Bill will be responsible for preparing the Start-up and Testing Plan, and will be onsite to oversee its implementation. He will work closely with our team to leverage decades of treatment process experience, identify and mitigate possible startup/commissioning issues, and engage suppliers to verify systems, sizing and factory testing. Bill will also ensure close interface and coordination with existing plant operation and maintenance activities.

Graham Hill WTP Improvements Project, Santa Cruz, CA. Progressive Design-Build, $130 million. Process Design Lead for this project to replace the WTP within its existing footprint and keep it in operation throughout construction. The scope includes replacement of the existing conventional sedimentation process with plate settlers, conversion to ozone-biological filtration, addition of GAC and provisions for future UV or UV/AOP.

6 MGD Brackish Water Reverse Osmosis WTP Design and Plant Commissioning, Town of Davie, FL. Progressive Design-Build, $112 Million. Assisted with unit process and chemical systems design for the brackish groundwater treatment system at the combined water treatment and water reclamation facility. Developed start-up and commissioning plans and assisted with development of training and O&M documents.

Lawton Valley and Station No. 1 WTPs, Newport, RI. Design-Build, $64 million. Process Design Engineer and Startup Manager responsible for the process design and managing the startup for this surface water treatment plant project that used high-rate clarification. The scope included upgrading the 9 MGD Station No. 1 plant and replacing the 7 MGD Lawton Valley plant with a new treatment plant on the same site. The two plants have a core process of rapid mix, coagulation, DAF followed by primary carbon filtration and post-filter absorbers using GAC.

Rockville Water Treatment Plant, Connecticut Water Company, Rockville, CT. Progressive Design-Build, $28 million. Lead Process Engineer and Startup Manager responsible for the process design and managing the startup of the 9 MGD water treatment plant that utilizes DAF clarification and GAC filtration. Upgrades included building a new plant adjacent to the existing plant, requiring extensive coordination to maintain the existing plant's operations while the new facilities were constructed.

Woonsocket Water Treatment Plant, Woonsocket, RI. Design-Build-Operate, $57.4 million. Lead Process Engineer and Start-up Manager for new 7 MGD facility. The new WTP recycles its washwater discharge, thus protecting the environmentally fragile Blackstone River – often cited as one of the nation's most polluted rivers. The project also included a new raw water pumping station, large diameter raw and finished water transmission mains, new rapid mix, filtration and disinfection facilities, and new clearwells and finished water pump station.

Value to the Authority

Bill's nearly three decades of experience in implementation of our proven startup program will ensure the Authority receives a fully operational plant that meets or exceeds all performance criteria. Bill has worked on numerous water treatment plants design-build projects across the U.S. with similar process technologies and is experienced collaborating with teams on complex projects involving coordination of multiple disciplines.

JOE DAIGNEAULT, DBIA | Preconstruction Manager

Years of Experience
18 Years

Professional Credentials
Designated Design-Build Professional

Education
BS, Construction Management

Joe holds more than 18 years of experience in progressive deisgn-build estimating and has in-depth knowledge of pricing work in the water industry. He is skilled in alternative evaluation and providing accurate estimates. As the Preconstruction Manager, Joe is responsible for the preparation of complete PRF expansion project estimates from takeoffs and pricing for conceptual, guaranteed maximum price and lump sum bids. He oversees project estimators and assures that takeoffs and pricing are complete and accurate. His work also includes value engineering and constructability reviews, and alternate systems studies including cost and schedule impacts for specific projects. In addition, he also assists the project management team in procuring major subcontracts and material purchases and preparing schedules on successfully negotiated projects.

FPUA Mainland WRF Relocation, Fort Pierce, FL. Progressive Design-Build, $139,476,933. Relocation of the Island Water Reclamation Facility to include 8 MGD expandable to 10 MGD and all associated infrastructure which includes an operations/administration building. Role: Lead Estimator.

JEA Nassau Water Reclamation Facility, Fernandina Beach, FL. CMAR, $114,156,327. Haskell was selected to provide upgrades to the following facilities at the Nassau MBR WRF to meet current and future needs: Radio Avenue Class III/IV MPS-S Pump Station, Radio Avenue Reclaimed Water Storage Tank and Booster Pump Station, drainage improvements, reclaimed water storage tank, UV and pumps, RIB modification and 5-stage Bardenpho oxidation ditch process. Role: Director of Preconstruction.

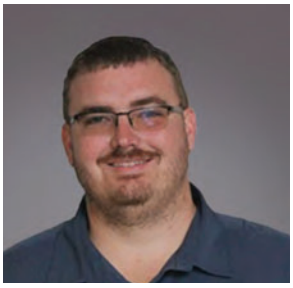
JEA Greenland Water Reclamation Facility, Jacksonville, FL. CMAR, $122,101,114. A greenfield 4 MGD WRF with potential expansion for an additional 4 MGD to JEA's existing reclaimed water distribution system. The facility will be located on land adjacent to JEA's Greenland Energy Center in Duval County. It will provide new wastewater services south and west of the St John's River, with a portion of the wastewater flows being redirected from the existing Arlington East WRF and Mandarin WRF. Treatment processes will include biological nutrient removal, tertiary filtration, and UV disinfection. Role: Lead Estimator.

Charlotte Water Mount Holly Pump Station and Force Mains, Mount Holly, NC. Progressive Design-Build, $236,000,000. The project involves the construction of a pump station and dual force mains beneath the Catawba River to transport Mount Holly sewage to the new Charlotte Water Stowe RWRRF. On the Charlotte side, the project includes the development of infrastructure such as the Stowe RWRRF headworks, influent pump station, Storm Equalization pump station, 18-MG equalization basin, emergency generator facility, and preliminary treatment force mains beneath Long Creek. Role: Director of Preconstruction.

Value to the Authority

Joe is a key member of the Haskell team and adds significant cost estimating expertise in all integrated delivery methods. He is accomplished at value engineering, constructability reviews and alternate system options as well as GMP development.

JOHN MORRISON | Construction Manager



Years of Experience
16 Years

Professional Credentials
OSHA 10-Hour Training
FDEP Stormwater Control Inspector

Education
BS, Mechanical Engineering

With 16 years of experience in the water industry, John is a skilled Construction Manager known for overseeing diverse projects, including expansive wastewater plant expansions and advanced water treatment facilities. He excels in all project phases, from conceptual estimating to successful completion. As Construction Manager for the PRF expansion, John will oversee project construction and is involved from early development through project completion. His responsibilities include conceptual estimating, scheduling, value engineering, alternate analysis and procurement of subcontractors and material. Additionally, he maintains project cost control including updating of labor cost reports, summary cost reports and project status summaries.

Southwest Water Reclamation Facility, St. Petersburg, FL. CMAR, $129,181,651. The city selected Haskell as their construction manager at risk to oversee all programmatic upgrades and improvements at the Southwest Water Reclamation Facility (SWWRF). Working with the city's design engineers the program included new biosolids systems and extensive capacity upgrades, along with numerous other improvements. The capacity upgrades expanded the plant from 78 MGD to 110 MGD peak flow capacity. Phase 1 was fast-tracked to increase filter and hydraulic capacity before the rainy season, while Phase 2 included the addition of two filters, a new clarifier, and modifications to the existing aeration basins and chlorine contact basin Role: Project Manager.

JEA Nassau Water Reclamation Facility, Fernandina Beach, FL. CMAR, $114,156,327. Haskell was selected to provide upgrades to the following facilities at the Nassau MBR WRF to meet current and future needs: Radio Avenue Class III/IV MPS-S Pump Station, Radio Avenue Reclaimed Water Storage Tank and Booster Pump Station, drainage improvements, reclaimed water storage tank, UV and pumps, RIB modification and 5-stage Bardenpho oxidation ditch process. Role: Construction Manager.

Confidential Water Treatment Plant Expansion, Confidential, FL. Progressive Design-Build, $33,066,351. Design and construction of an expansion to an existing Water Treatment Plant featuring three new pump stations, a three train UV AOP system, a six vessel GAC post treatment system, as well as upgrades to the Hypochlorite Disinfection and Fluoride Systems. Self-perform activities included the installation of process mechanical and concrete packages. Role: Construction Manager.

Polk County Northeast Regional WWTF Expansion, Polk County, FL. CMAR, $35 million. A complete upgrade of the facility's treatment system included new BNR, biosolids handling, headworks and SCADA upgrades. John was responsible for the coordinating process and equipment startups and coordination of extensive field testing of suspected failed equipment.

Value to the Authority

John has the knowledge and experience to successfully orchestrate the construction process from contract administration, scheduling and estimating to design review, team collaboration and effective communication to ensure the timely and safe delivery of your project.

REFERENCE FORM

New Water Treatment Plant and WRF, Town of Davie | Davie, FL

Relevance to Peace River Facility Project:

- $110M+ progressive design-build of a new W/WWTP in Florida
- Design, permitting and construction by AECOM
- Startup, commissioning, and training of operations staff
- Multiple awards - 2014 Florida DB Awards, Best Overall W/WW

AECOM was the prime contractor and design-builder for the unique new 6 MGD (expandable to 10 MGD) brackish WTP coupled with a new 3.5 MGD (expandable to 6 MGD) advanced membrane WWTP – all constructed as one facility. AECOM constructed the plants using 16 trade subcontractors and 23 process equipment suppliers. Over $40 million in design, process equipment procurement, commissioning and general conditions were self-performed by AECOM. The project was developed in two phases:

Phase 1

- All the pre-construction development, including site selection, identifying and signing up customers for the reclaimed water reuse
- Pre-design of water treatment and water reclamation plants, water wells and water reuse distribution system
- Developing an architectural concept that met the requirements of the local community
- Securing all the permits and permissions needed to undertake the design, construction and operation of the infrastructure

Phase 2

- Detailed design, construction, and commissioning of the system including the water wells, 6 MGD brackish water membrane treatment plant and 3.5 MGD membrane bioreactor (MBR) WWr treatment facility
- Extensive pipe network for the beneficial reuse of the reclaimed water

The 6 MGD WTP consisted of cartridge filtration, reverse osmosis, degasification and odor control, antiscalant, caustic, and sodium hypochlorite feed systems, cartridge filtration, reverse osmosis, degasification and odor control, antiscalant, caustic, and sodium hypochlorite feed systems, a 6 MG reinforced concrete high service pump station, a 2.5 MG concrete storage tank, five 1,200 feet deep raw water wells and two 3,000 feet deep injection wells; over 13,000 LF of 12 inch to 24 inch raw and finished water distribution pipelines. Two 2,500 KW diesel generators were procured and installed.

Permitting and Training. More than 20 permits were obtained including a consumptive use permit, underground injection control permits, site plan permits and a reuse application. AECOM was also responsible for training Davie's operations staff, and for O&M manuals and operating procedures.

Differences in Original GMP and Final Cost. The final cost from the original estimate of $104M included a $5M owner-initiated change and $3M of contingency use. Another change order initiated by other owner was for all process equipment (~$25M), done for tax purposes so the owner could take advantage of a tax credit. $1M of contingency was shared at end of project. The project met the required schedule.

Project Delivery Method:
Progressive Design-Build

Dates:
Started: 01/2009
Completed: 08/2014

Construction Cost (Budget & Final Costs):
$104 Million | $112 Million

Original and Final Cost:
GMP: $107 Million
Final:* $112 Million

Contractor Firm and Project Manager
AECOM
Brian Stitt

Engineering Firm and Engineer(s) of Record
AECOM

Reference Contact Person
Town of Davie
Renuka Mohammed
Utilities Director
6591 Orange Drive
Davie, FL 33314
renuka_mohammed@davie-fl.gov
954.327.3742

Qualification Satisfied:

- ☑ 2.g. Water/Wastewater Treatment Facility
- ☑ 2.h. Alternative Delivery

*Includes Change Orders

REFERENCE FORM

Graham Hill WTP Upgrades, City of Santa Cruz Water Dept. | Santa Cruz, CA

Relevance to Peace River Facility Project:

- $130M 20 MGD Surface WTP improvements
- Strict turbidity, taste and odor and TOC goals due to seasonal raw water challenges
- New rapid mix, flocculation and sedimentation basins with inclined plate settlers
- Complicated design and MOPO at existing WTP

The 20 MGD Graham Hill WTP was built in 1960's and not been significantly upgraded since the 1980's. The City selected an AECOM joint-venture to design and build improvements to address source water quality challenges, operational needs, and future regulatory requirements.

Project Challenges. Because of its age, the existing conventional surface WTP was not designed to meet today's expectations for reliability and resiliency, including emerging contaminants, such as PFAS, and the impacts of climate change, intense storm events, wildfires, and the impacts these events have on water quality and supply. The WTP relies upon water from several surface water supplies, including two rivers and a reservoir,r and requires a flexible process to handle differing raw water quality between the sources.

Additionally, the plant is located on a small hilltop site among residential neighborhoods. This leaves very little room for improvements to be built so careful sequencing and reuse of existing infrastructure is required.

Collaboration to Find the Right Treatment Solution. The AECOM team worked closely with the client and its advisor through many layouts and process trains to arrive at the right solution. Multiple workshops were held on topics such as the use of PAC and pre-ozonation, pre-treatment options (Actiflo, plate settlers and RapidSand), solids handling (belt-filter press vs. centrifuges), ozone systems, and constructability. The selected treatment process includes:

- High-rate clarification using space-efficient inclined plate settlers
- Intermediate ozone system
- Biological filtration
- Granular activated carbon (GAC)
- Reclaimed water clarifiers
- Centrifuges for solids dewatering
- Provisions for future UV or UV/AOP
- New chemical feed systems
- New administration building, chemical storage facilities, new maintenance building and new ozone building

Project Delivery Method:
Progressive Design-Build

Dates:
Started: 09/2021
Completion: Overall Construction Spring 2028

Construction Cost (Budget & Final Costs):
$130 Million (est) | Ongoing

Original and Final Cost:
GMP: In process
Final: N/A*

Contractor Firm and Project Manager
AECOM JV
Rich Distler, PE (AECOM)

Engineering Firm and Engineer(s) of Record
AECOM

Reference Contact Person
City of Santa Cruz
Matt Zeman
212 Locust Street, Suite A
Santa Cruz, CA 95060
mzeman@santacruzca.gov
831.420.5211

Qualification Satisfied:

☑ 2.g. Water/Wastewater Treatment Facility
☑ 2.h. Alternative Delivery

The upgraded water treatment process will be sized for a maximum capacity of 20 MGD, and will include the flexibility to adapt the treatment process to meet a wide range of potential future regulations.

Most areas of the existing main plant will be affected by construction at various times during the project. AECOM has been planning mitigations at each step, collaborating with plant staff.

REFERENCE FORM

Southwest Water Reclamation Facility Upgrades

City of St. Petersburg | St. Petersburg, FL

Relevance to Peace River Facility Project:

- Construction while maintaining active treatment process
- Funding compliance documentation required
- Past team work experience
- ABC Excellence in Construction Award Winner

The City of St. Petersburg desired upgrades to its Southwest Water Reclamation Facility (SWWRF) to increase capacity and additionally consolidate the city's biosolids operations at one facility and generate enough biogas to fuel its trash truck fleet. Haskell leveraged its design-build experience and worked with the city's engineers to find ways to expand the plant from 78-mgd to 110-mgd (100 cfs) peak flow capacity. The project was completed in multiple stages:

The Biosolids to Energy project included upgrades to the existing aeration tanks, the construction of two new primary clarifiers and ancillary equipment, the addition of two new TPADs with batch tanks, a new digester building, methane gas storage, biogas upgrade system and cooling system, a new ferric system, a primary clarifier influent splitter and diversion box, upgrades to the existing gravity belt thickeners, a new dewatering building, new electrical building and a CHP system, a natural gas generator and engine generator facility, underground piping and all associated equipment.

The Capacity Upgrades project included improvements included a 42" headworks bypass, three diesel-driven effluent pumps, and various other improvements to aid in increasing capacity for high flow events. The team also increased plant treatment and hydraulic capacity such as existing headworks improvements, expansion of the existing secondary clarifier splitter box, addition of a fourth secondary clarifier, installation of three secondary effluent disk filters, rehab and replacement of the existing deep bed filters, expansion of existing chlorine contact chamber, replacement of existing effluent transfer pumps, and improvements to three existing and three new deep injection wells.

Permitting and Training

Haskell's team supported the City's engineers in obtaining over 30 permits for the project. Our team coordinated inspections and closeout documentation to allow for a seamless transition into owner occupancy and operations. Haskell was responsible for the training of St. Pete's operations staff, and for the provision of O&M manuals and coordinating operating procedures.

Project Delivery Method:
CMAR

Dates:
Started: 02/2016
Completed: 06/2020

Construction Cost*
(Budget & Final Costs):
$110.4 Million | $121.6 Million

Original and Final Cost:
GMP: $118 Million
*Final**: $129 Million*

Contractor Firm and
Project Manager
Haskell | Joe Kantor

Engineering Firm and
Engineer(s) of Record
Brown & Caldwell
Todd Bosso, PE, Project Manager

Reference Contact Person
Todd Bosso, PE
5405 Cypress Center Drive,
Suite 250, Tampa FL 33609
tbosso@brwncald.com
813.371.9400

Qualification Satisfied:

☑ 2.g. Water/Wastewater Treatment Facility

☑ 2.h. Alternative Delivery

Explanation of Differences in Original GMP and Final Cost

Client requested modifications for additional improvements to process areas not originally included in the scope of work. These modifications to the scope allowed for additional treatment capacity during wet weather events and revenue potential of wastewater treatment byproducts.

* Less Indirects ** Includes Change Orders

REFERENCE FORM

JEA Nassau Water Reclamation Facility JEA | Fernandina Beach, FL

Relevance to Peace River Facility Project:

- Construction while maintaining active treatment process
- Tight construction schedule with early release electrical equipment
- Past team work experience

Haskell was selected to oversee the expansion of the Nassau WRF facility, aimed at addressing both present demands and future requirements. The project encompassed a new headworks for preliminary screening and grit removal, an oxidation ditch for primary treatment and secondary clarifiers to implement a 5-stage Bardenpho process, RAS/WAS systems, Disk Cloth filtration, UV disinfection, Reclaimed Water Storage and Pumping, Chemical Storage and Pumping facilities, and all necessary support structures.

Additionally, the project involved the demolition of the existing facility, drainage enhancements, installation of a reclaimed water storage tank, UV disinfection systems, modification of RIBs, construction of a new administration building and maintenance shop, as well as the installation of a sludge holding tank adjacent, to a reject injection well. The project challenge was to maintain an 2MGD active plant, build a 2MGD expansion, all within 15 acres island surrounded between wetlands and rapid infiltration basins.

Value Engineering Savings

Haskell recommended value engineering solutions such as the decision to utilize auger cast piles instead of traditional driven piles for foundation support. Auger cast piles offered a faster installation process, reducing construction time while also lowering costs compared to driven piles. Additionally, the team opted for prestressed post-tension tanks for the clarifiers instead of conventional cast-in-place concrete tanks. This alternative construction method not only accelerated the project timeline but also resulted in cost savings due to reduced labor and material expenses.

Permitting and Training

Haskell's role was to participate in preconstruction services, early procurement of long lead equipment, and management of the building phase. The development and submission of the dewatering permit, building permits, and the submission of the Notice of Intent (NOI) was required for regulatory compliance. This approach allowed for greater efficiency and precision in executing essential tasks, mitigating risks, and maximizing project outcomes while aligning with the project's specific needs and objectives.

Project Delivery Method:
CMAR

Dates:
Started: 10/2019
Completed: 04/2025 (est.)

Construction Cost (Budget & Final Costs):
$96.4Million | $104.2 Million

Original and Final Cost:
GMP: $105 Million
Final: $114 Million*

Contractor Firm and Project Manager
Haskell | John Morrison

Engineering Firm and Engineer(s) of Record
Hazen & Sawyer | Andre A. Dieffenthaller - Vice President

Reference Contact Person
Peter Doherty, PE Senior Manager
225 N. Pearl St.,
Jacksonville, FL 32202
dohep@jea.com
651.356.5287

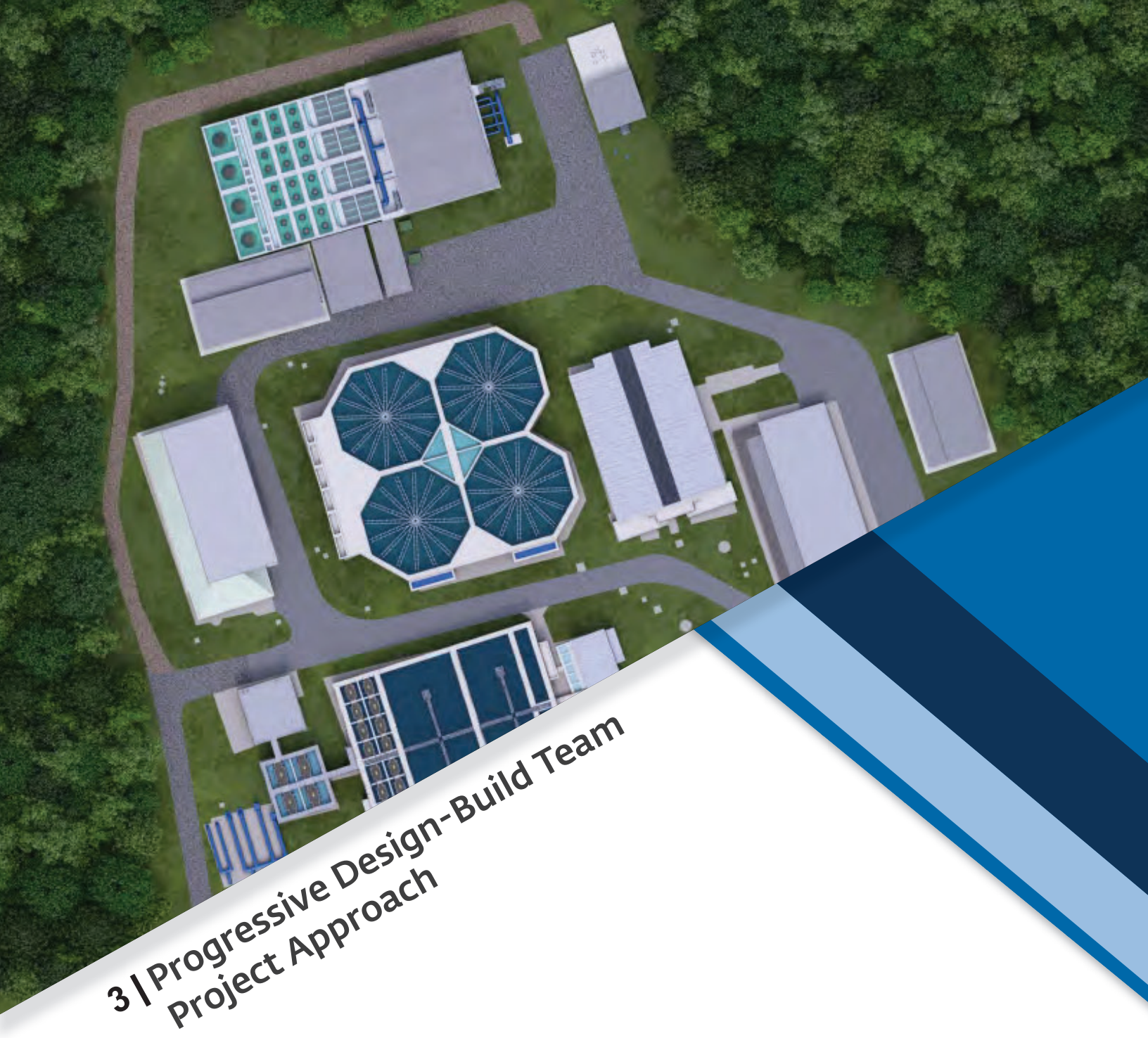
Qualification Satisfied:

- ☑ 2.g. Water/Wastewater Treatment Facility
- ☑ 2.h. Alternative Delivery

Explanation of Differences in Original GMP and Final Cost

The unforeseen emergence of the pandemic led to a cascade of challenges, including workforce shortages, logistical complications, fluctuating material costs, and regulatory changes, all of which significantly influenced project timelines and expenditures. These compounding factors collectively contributed to the disparity between the initial GMP projections and the eventual costs incurred throughout the duration of the project.

*Includes Change Orders



3 | Progressive Design-Build Team Project Approach

HASKELL AECOM

Peace River Manasota
Regional Water Supply Authority

PROGRESSIVE DESIGN-BUILD TEAM

PROJECT APPROACH

Describe how the Project will be delivered from kick-off through construction utilizing the Respondents communication plan; staffing plan; and delivery approach;

Project Design-Build Approach

The Authority has invested a significant amount of effort over the past several years into this critical expansion of the Peace River Facility (PRF) to supply an additional 24 MGD to meet future demand. Starting with a study of capacity optimization, the Authority progressed to evaluating expansion alternatives and identified critical design considerations by evaluating treatment technologies and conducting piloting testing. In addition, evaluations of the electrical distribution system and reservoir algae are being prepared in further support of this project.

Through these forward-thinking efforts, the Authority has established the important building blocks for collaboration through a progressive design-build project which will serve the current and future needs of the community and expectations of the Authority.

Given our team's extensive experience with progressive design-build and water treatment projects, we are ready to work closely with the Authority to build upon previous work and provide a fresh perspective for further optimization.

Outlined in the following pages of this approach, the Haskell team has provided **innovative solutions that we believe will benefit** the Authority and the PRF expansion.

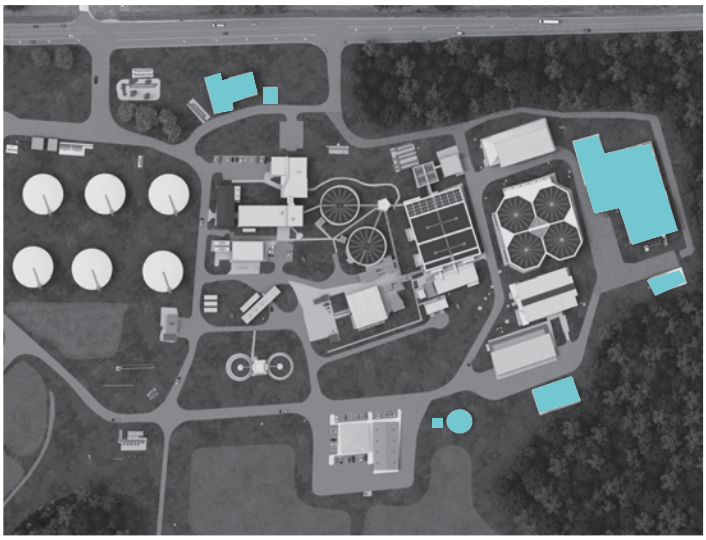
We view our role throughout the project as a facilitator — collaborating with the Authority to generate value-based ideas and then properly frame them (pros and cons, capital and operating costs, etc.). The intent is to provide a complete picture of the design, budget, and schedule for the project so the Authority can make informed decisions.

Communication is Key to Success

Communication builds a foundation of trust amongst all project team members. Haskell believes that

PRF Project Approach

The existing PRF (consisting of Plants 1 through 4) is a sophisticated operation. Challenges with flow balancing between Plants is further complicated by a insufficient flow turndown due to limitation of the inter filter backwash. The implementation of Plant 5 will need to seamlessly fit into the overall facility operation, improving flow balancing by providing operational flexibility with flow turndown of 3 MGD per process train. Our Plant 5 approach will not only provide necessary additional capacity but also improve overall PRF operation by allowing Plants 1 through 4 to operate with more consistent flows.



Proposed Approach

the single point of contact under the leadership of Design-Build Project Manger Joe Kantor results in clearly fixed responsibility, maximum cost control and immediate responsiveness. The Authority benefits by having a source that provides a comprehensive view of the project. Joe will manage relationships with the Authority and all other parties involved while acting as the single point of contact for all design, construction, schedule, quality, contractual and administrative performance throughout the project.

Joe will work directly with Design Manager Chris Hill, with significant input from Preconstruction Manager Joe Daigneault, and the construction team led by Construction Manager John Morrison and Superintendent Brad Meadows. Haskell and AECOM have successfully used this process together on multiple projects.

Joe will establish an interactive communications protocol so that our project team and the Authority are kept up-to-date on progress, given the opportunity to provide input, involved in all key decisions and informed of the required deliverable schedule. He will use collaboration tools, such as our virtual collaboration room and Procore (team collaboration software), to guarantee the timely and accurate delivery of project information. The project files and information will be available to the entire team real-time to facilitate this progressive design-build project.

A key component of this interaction will be our workshops and regular review meetings noted on the right. Our communication plan includes targeted meetings and workshops to facilitate decision making and continuously collaborating with the Authority on design and construction objectives. All meetings will be planned in advance with agendas provided ahead of the meeting so topics are known and timely decisions can be made with the appropriate stakeholders. These meetings include not only the Authority, but key stakeholders from our subcontractors and field teams.

PRF Meeting Cadence

Design Progress & Budget Update Meeting

Bi-Weekly, as-required

- Provides a weekly status to the Project Team to align all stakeholders.
- Attendees: Authority, Haskell and AECOM Key Team Members

Design Coordination Meetings/Workshops

Continuous as needed

- Ensures Haskell and AECOM are working together to evaluate alternatives, drive cost outcomes, and enhance quality.
- Attendees: Haskell and AECOM Key Team Members, Key Subcontractors, Suppliers, Authority (optional)

Milestone/GMP Deliverable Meetings

Periodic as needed

- Review milestone deliverables including pricing and schedule
- Attendees: Haskell and AECOM Key Team Members, Authority

Phase 2 | Owner Meetings

Weekly

- Provides a weekly status to the Project Team to align all stakeholders.
- Attendees: Authority, Haskell and AECOM Key Team Members, Key Subcontractors

Executive Meeting

Quarterly

- Provides high level review of the overall project and current and future cost projections.
- Attendees: Authority, Haskell and AECOM Key Team Members

Phase 2 | Maintenance of Plant Operations, Start-Up, & Commissioning Meeting

Weekly, as-required

- Identifies all work activities that may impact plant staff and clearly communicate the Project Team's plan. Discuss plan for functional & performance tests.
- Attendees: Authority, Haskell and AECOM Key Team Members, Key Subcontractors

Design and Preconstruction Approach

A high degree of trust must be developed among all parties in order to reap the benefits of creative and innovative ideas during Phase 1. Haskell and AECOM's delivery approach has been honed through our many large, complex progressive design-build projects.

Staffing Plan for Preconstruction

In our discussions with the Authority, we understand the criticality of having the right resources for the preconstruction phase. Our approach capitalizes on Haskell and AECOM's extensive in-house resources that instantly brings any required expertise to this project when needed.

Additionally, we have brought on key subconsultant, Freese and Nichols (FNI) to provide relevant surface water treatment facility design resources. FNI's surface water treatment resume includes 17 different facilities at 20 MGD or greater in the last 5 years.

As shown on the project roadmap in Figure 3.1, our design and construction teams have a collaborative plan to work side by side with the Authority, PRF staff and Brown & Caldwell to achieve the Authority's goals. This includes exploring cost saving concepts while meeting the overall requirement of delivering a GMP by March of 2025. Our approach includes multiple collaborative workshops, design development and real-time cost estimating all along the way to arrive at a GMP that includes the best technical solution at a cost that is within the Authority's budget.

Project Roadmap: Workshops Establish a Trusting Partnership

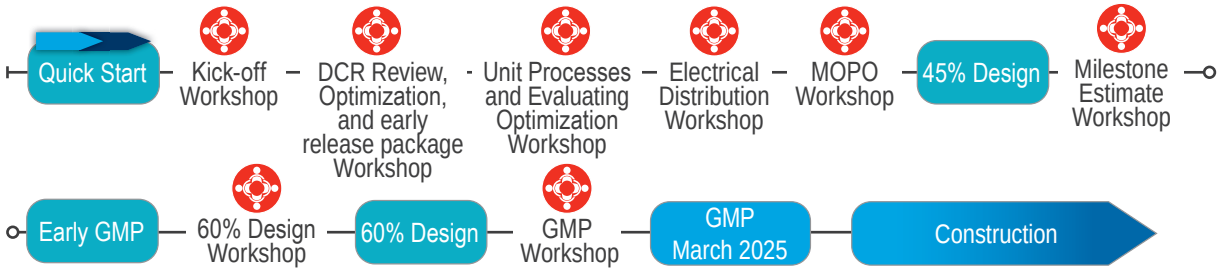
Haskell and AECOM are committed to a "client first" philosophy. This starts with building trust between the Authority and our dedicated project staff from project inception through a series of workshops.

Kickoff Workshop. We will hold an early kickoff workshop with the Authority and core project stakeholders to earn that trust and establish the appropriate lines of communication.

DCR Review/Optimization Workshop. Early technical workshops will review and optimize the current DCR. This will establish critical design criteria and scope elements including project "must have" requirements to focus all team members on the scope items that matter.

Figure 3.1 | Project Roadmap

Our Project Roadmap Maximizes the Authority's Participation and Input During Phase 1. Our goal is to advance previous evaluations and designs efforts through collaborative workshops to achieve a final concept design as soon as possible and *produce an approved GMP on or before the March 19, 2025 milestone*. Our project approach outlined in this roadmap, and the following pages, allows us to align with Authority's vision, make key design decisions, mitigate risks and collaborate frequently to reach final design and a collective GMP agreement.



Relevant Experience | Graham Hill WTP Upgrades, Santa Cruz, CA

Our progressive design-build rehabilitation of the Graham Hill WTP (left) includes plate settlers, ozone, conversion to biofilters and provisions for GAC and UV resulting in a much more operator-friendly, space efficient design (right)

We will work with Authority to discuss the merits of our ideas presented on the following pages through the lenses of:

- Site layout
- Electrical distribution resiliency
- Mixing technology
- Unit processes configuration
- Plant operational flexibility
- Disinfection basin configuration and pumping
- Location of sludge thickener
- Establishment of early work packages

Unit Processes and Evaluating Optimization Workshop. Additional workshops will focus on key unit processes and evaluating optimization so that the details of these major design decisions can be confirmed and established early in the project.

Electrical Distribution Workshop. Electrical upgrades will be a significant part of the PRF expansion and will carry a significant portion of the overall project cost and schedule. We will review the evaluations and concepts that have been prepared to date and collaborate with the Authority to determine the most cost-effective solution. Ideas such as reevaluating the need for double ended and redundant medium voltage cables and transformers will be discussed at this workshop.

MOPO Workshop. It is critical to keep the current PRF operational during construction. The MOPO workshop will develop a MOPO plan with PRF plant staff, Authority leadership and the construction team.

Innovations and Design Enhancements

We have already begun the process of building on the good work of the DCR and providing further enhancements for the Authority's consideration.

Our concept layout shown on Figure 3.2 on the following page summarizes our ideas which are more fully explained throughout this section. This plan takes full advantage of available on-site space to minimize impact to the operation of the existing facility, as well as traffic and access impacts during construction of the plant upgrades.

Our team's innovative approach includes:

- A streamlined, efficient treatment process that allows for smaller structure footprints and a more compact site layout
- Ensures maintenance of plant operations (MOPO) and allows for a more efficient and coordinated multi-phase construction
- Coordination with future PRF operations to provide plant five turndown flexibility which will streamline operation of existing plants one through four
- Centrally locating electrical building allows consolidation of electrical gear, reducing quantity of ductbank, conduit and wire

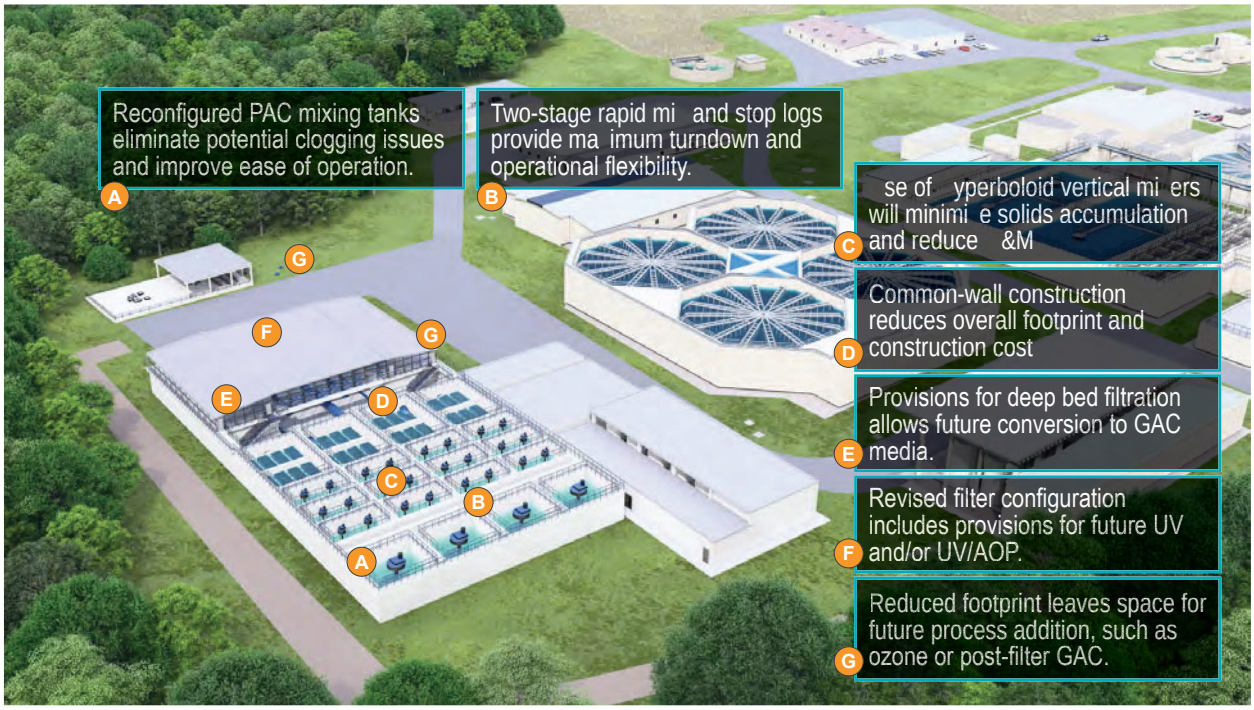
Further details on Haskell's recommended design enhancements can be seen in Figures 3.3 and 3.4 on the following pages.

Figure 3.2 | Conceptual Layout

Our team's innovative approach to maximizing the use of available space includes a streamlined, efficient treatment process that allows for smaller structure footprints and a more compact site layout. Benefits of our conceptual layout are identified below.

Figure 3.3 | Project Enhancements

Our team has developed the following design enhancements focused on operational flexibility and ease of operation.

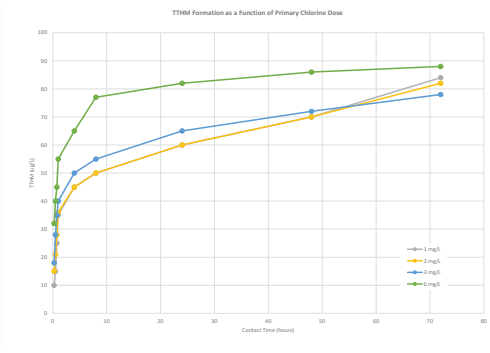


Our disinfection strategy provides water quality and operational benefits.

Figure 3.4 | Project Enhancements

Our planned Jar testing and optimization will refine our design and reduce lifecycle costs

Jar testing will help to confirm the PAC design for the expansion and the existing PRF helping to optimize performance and reduce lifecycle costs.



Optimization of the chlorination strategy will result in a more efficient CCB design, lower DBP formation and more stable chloramine residual

Pretreatment Optimization. We can build on our prior experience at the PRF and consider process enhancements such as sludge recycle to improve pretreatment performance of the new and existing facilities (Lovins, et al. J.AWWA, 95:10).

Future Proofing. The modified layout provides space for future improvements such as ozone and conversion to biofiltration – which may be a more cost-effective long-term TOC and taste & odor control strategy.

Additional Enhancements

Sludge treatment system. The DCR calls for a new equalization basin and a third belt-filter press. However, the existing belt filter presses are aging and may be nearing the end of their useful life. Now would be a good time to evaluate other sludge dewatering technologies, such as centrifuges, and select the best long-term solution for the PRF.

Avoid Relocation of Electrical Ductbank. Moving deeper foundation structures further to the east and adjusting the location of the new chemical building avoids relocation of existing electrical ductbanks in the vicinity. Eliminating the need for a ductbank relocation will improve construction sequencing, mitigate associated risk, and minimize interruption to existing operations.

Centrally Located Electrical Building. Consolidating the Plant 5 process structures provides the added benefit of consolidating the current concept for electrical buildings and transformers. Designing for a larger North Electrical Building in a central location would allow for the switchboard and transfer pump VFDs to be located in this North Electrical Building and potentially eliminate the current concept South Electrical Building. Eliminating the South Electrical Building would eliminate not only an additional electrical building but also eliminates the medium voltage cable crossing the site, two transformers, and consolidates associated feeder conduits.

Relevant Experience | Southwest Water Reclamation Facility, St. Petersburg, FL

The City of St. Petersburg desired upgrades to its Southwest Water Reclamation Facility (SWWRF) to increase capacity from 78 MGD to 110 MGD peak flow capacity. Haskell performed geotechnical engineering evaluations to determine the need for pile to support the new primary clarifiers, digesters and other large upgrades. The team, in coordination with the City's design engineers, confirmed that the site did not need to be placed on piles. ***This value engineering ended up saving more than $10 million dollars from the owner's budget.***

Collaboration and Coordination with PRF Operations to Deliver Long-Term Operational Flexibility

Throughout the preconstruction phase, we will engage the Authority in targeted value engineering and alternatives workshops to yield a "best-fit" solution for the Peace River Facility. Fundamental to this collaboration will be the involvement of the PRF operations staff. Flexibility, redundancy, ease of O&M, maintenance of plant operations (MOPO) and startup and commissioning are key drivers in every decision.

Flexibility. Our design includes a number of features (e.g., two-stage rapid mix), common wall construction and channels designed for various process configurations to provide cost-effective treatment at 3 MGD, and provisions for future changes in treatment (GAC, UV and/or ozone).

Redundancy. The PRF has a lot of redundancy built-in to the existing facility. Our design considers the benefits Plants 1-4 provide and includes cost-effective alternatives that allow you to meet your production needs without potentially unnecessary costs (e.g., two raw water pipelines).

Ease of O&M. We have identified some refinements to the DCR design intended to reduce the O&M burden on your staff (e.g., reconfigured pretreatment basin, vertical hyperboloid mixers) and improve the operability of the facility (backwash booster pumps for Plant 4).

Maintenance of Plant Operations. The PRF provides a significant percentage of the region's water supply. Consequently, it is critical that the PRF remain in operation throughout construction and any shutdowns be timed (and of sufficiently short duration) to avoid disruptions in supply. Much of the expansion can be constructed without interference to operations. Based on a review of the record drawings and discussions with your operations staff during our February site visit, we believe tie-ins can be made with minimal disruption. We will plan the timing of any tie-ins with your staff to avoid impacts to your ability to meet your customer's needs.

Startup & Commissioning. This project will require a substantial volume of water for testing of the new process trains. We will need to plan how to recycle that water during the design so that it does not impact performance of the PRF.

We'll work with your operations team to refine our ideas and choose solutions that meet your long-term needs. To promote this collaboration, our approach includes operations-centric workshops on site layout, process equipment and MOPO. These workshops will provide the framework for open and continuous communication through design and construction.

Design Production

With the design criteria established, our team will seamlessly progress the design to 45% and 60%. Our team recommends in phase 1 inclusion of an owner controlled allowance for 90% design to continue design development during GMP approval as to maintain project momentum during this process. In unison with these design efforts, real time dynamic cost estimating will be conducted to balance design development with construction costs. This coordinated process provides continuous feedback to ensure there are no surprises at the time of the final GMP. Here again, as shown on our Project Roadmap in Figure 3.1 we will conduct targeted technical workshops prior the 45% and 60% design milestones along with cost estimate reviews to promote a collaborative partnership through the development of the design and cost estimates.

GMP Development

Haskell's approach in developing the GMP for the project will focus on maximizing competition between qualified subcontractors, maintaining absolute transparency through bidding and leveraging Haskell's self-performance capabilities. Haskell's approach is a proven and tested approach comprised of six steps as illustrated in the Figure 3.5 below.

The phased process for developing the GMP eliminates ambiguity, continuously adjusts to align scope development and allows for open-book cost accounting so that you know where your project dollars are going to be spent. We include the Authority in the scope and budget development while also taking contractual responsibility for completing the project on time and within budget.

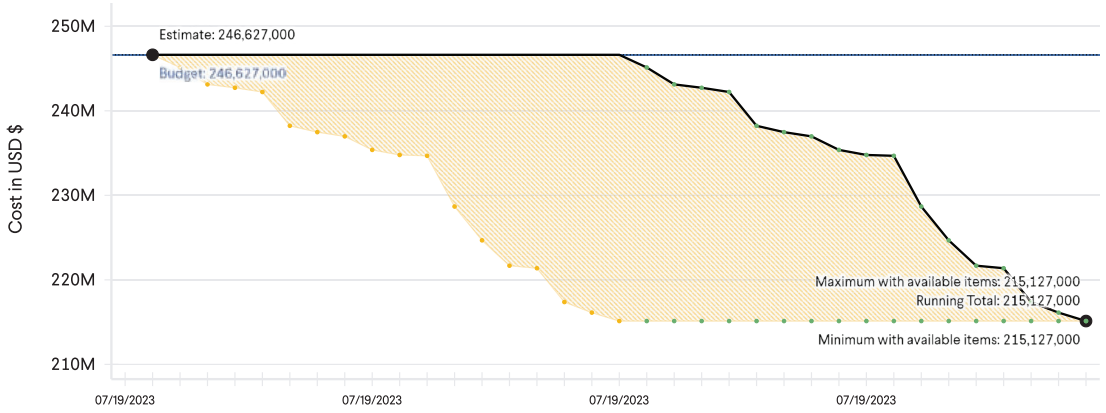
As the GMP develops, specific GMP workshops will be held with the Authority to conduct detailed open book review of the GMP. They will include a thorough line by line reviews, including supporting subcontractor proposals and material quotations. The outcome of these workshops will be a final GMP submittal that the Authority is very familiar with and the entire project team understands the details of how the GMP was built from the foundation up.

Haskell's Preconstruction Expertise Ensures Quality and Cost Before Construction Begins

During each phase of preconstruction, Haskell will conduct regular meetings, as mentioned above, with the Authority. We provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost, including costs of alternative designs or materials, preliminary budgets, schedules, possible economies and impact on project phasing. At the completion of the preconstruction phase, essentially all project planning will have been completed.

Figure 3.5 | Haskell's GMP Approach

Join Collaboration Tool



Real-time, Dynamic Cost-Estimating

A valuable tool Haskell utilizes to accomplish this collaboration and decision-making during preconstruction is Join. Join serves as the primary platform for tracking design alternatives, value analysis and optimizing constructability through real-time cost analysis between team members.

As the design is developed, Join allows the Authority and other stakeholders to see each decision, its associated impact and provides pricing information in real-time. It creates a history of pending items that are rejected, incorporated or that aren't applicable. Users can see the origin of an item, who requested it and when, its impact on the project and any related analysis.

Join expedites document discovery to reach decisions quicker. Project benefits include:

- "Live" trending and forecasting
- Greater detail and line of sight into individual value engineering ideas and overall budget
- Dashboard shows status of each value engineering item
- Level of detail in the estimating software breaks down materials, equipment and labor
- Milestone estimate deliverables

Open Book Pricing

Haskell's approach to open-book pricing is to share all detailed pricing from the conceptual estimate and GMP development to project completion. Detailed pricing includes unit prices, competitive vendor pricing and competitive subcontractor procurement.

We can customize reports if you wish to see them differently and will answer any auditor questions as they arise. Monthly progress requisitions to the Authority will be prepared by Construction Manager John Morrison.

Outlined below are our standard cost documents:

- Subcontractor Requisition and Vendor Invoices
- Subcontractor and Purchase Control Logs
- Monthly Job Ledger
- Detailed Cost Report by Code
- Project Status Summary

Advancing the Design While Awaiting Board Approval of the GMP

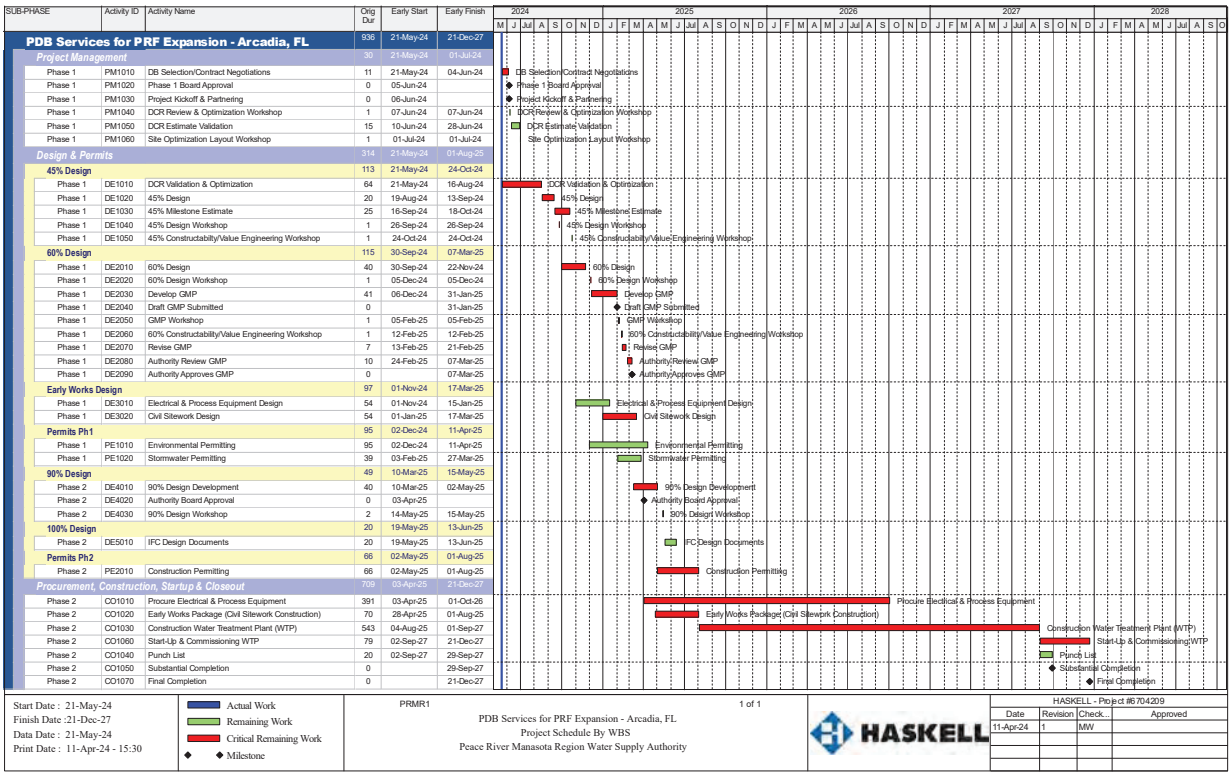
> *Describe how the Respondent will provide cost certainty through the Project design progression from the GMP through Construction.*

As the scope is finalized, we will continuously seek to identify areas of work where we can begin certain construction. It is our understanding that to expedite critical early work, it may be advantageous to break the project out for early work packages. The Authority will benefit from Haskell's deep experience in this area and provide the expertise and experience needed to fast track design to start procurement in certain scope elements.

In addition, we use powerful estimating software that allows for easier integration with a building

Figure 3.6 | Preliminary PRF Expansion Schedule

Our preliminary PRF Expansion schedule can be found in our Phase 1 Scope of Work at the end of this section.



SUB-PHASE	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish
PDB Services for PRF Expansion - Arcadia, FL			936	21-May-24	21-Dec-27
Project Management			30	21-May-24	01-Jul-24
Phase 1	PM1010	DB Selection/Contract Negotiations	11	21-May-24	04-Jun-24
Phase 1	PM1020	Phase 1 Board Approval	0	05-Jun-24	
Phase 1	PM1030	Project Kickoff & Partnering	0	06-Jun-24	
Phase 1	PM1040	DCR Review & Optimization Workshop	1	07-Jun-24	07-Jun-24
Phase 1	PM1050	DCR Estimate Validation	15	10-Jun-24	28-Jun-24
Phase 1	PM1060	Site Optimization Layout Workshop	1	01-Jul-24	01-Jul-24
Design & Permits			314	21-May-24	01-Aug-25
45% Design			113	21-May-24	24-Oct-24
Phase 1	DE1010	DCR Validation & Optimization	64	21-May-24	16-Aug-24
Phase 1	DE1020	45% Design	20	19-Aug-24	13-Sep-24
Phase 1	DE1030	45% Milestone Estimate	25	16-Sep-24	18-Oct-24
Phase 1	DE1040	45% Design Workshop	1	26-Sep-24	26-Sep-24
Phase 1	DE1050	45% Constructability/Value Engineering Workshop	1	24-Oct-24	24-Oct-24
60% Design			115	30-Sep-24	07-Mar-25
Phase 1	DE2010	60% Design	40	30-Sep-24	22-Nov-24
Phase 1	DE2020	60% Design Workshop	1	05-Dec-24	05-Dec-24
Phase 1	DE2030	Develop GMP	41	06-Dec-24	31-Jan-25
Phase 1	DE2040	Draft GMP Submitted	0		31-Jan-25
Phase 1	DE2050	GMP Workshop	1	05-Feb-25	05-Feb-25
Phase 1	DE2060	60% Constructability/Value Engineering Workshop	1	12-Feb-25	12-Feb-25
Phase 1	DE2070	Revise GMP	7	13-Feb-25	21-Feb-25
Phase 1	DE2080	Authority Review GMP	10	24-Feb-25	07-Mar-25
Phase 1	DE2090	Authority Approves GMP	0		07-Mar-25
Early Works Design			97	01-Nov-24	17-Mar-25
Phase 1	DE3010	Electrical & Process Equipment Design	54	01-Nov-24	15-Jan-25
Phase 1	DE3020	Civil Sitework Design	54	01-Jan-25	17-Mar-25
Permits Ph1			95	02-Dec-24	11-Apr-25
Phase 1	PE1010	Environmental Permitting	95	02-Dec-24	11-Apr-25
Phase 1	PE1020	Stormwater Permitting	39	03-Feb-25	27-Mar-25
90% Design			49	10-Mar-25	15-May-25
Phase 2	DE4010	90% Design Development	40	10-Mar-25	02-May-25
Phase 2	DE4020	Authority Board Approval	0	03-Apr-25	
Phase 2	DE4030	90% Design Workshop	2	14-May-25	15-May-25
100% Design			20	19-May-25	13-Jun-25
Phase 2	DE5010	IFC Design Documents	20	19-May-25	13-Jun-25
Permits Ph2			66	02-May-25	01-Aug-25
Phase 2	PE2010	Construction Permitting	66	02-May-25	01-Aug-25
Procurement, Construction, Startup & Closeout			709	03-Apr-25	21-Dec-27
Phase 2	CO1010	Procure Electrical & Process Equipment	391	03-Apr-25	01-Oct-26
Phase 2	CO1020	Early Works Package (Civil Sitework Construction)	70	28-Apr-25	01-Aug-25
Phase 2	CO1030	Construction Water Treatment Plant (WTP)	543	04-Aug-25	01-Sep-27
Phase 2	CO1060	Start-Up & Commissioning WTP	79	02-Sep-27	21-Dec-27
Phase 2	CO1040	Punch List	20	02-Sep-27	29-Sep-27
Phase 2	CO1050	Substantial Completion	0		29-Sep-27
Phase 2	CO1070	Final Completion	0		21-Dec-27

information model (BIM). This enables virtual construction best practices that bridge the traditional 2D world and the new 5D world of models, while also enabling the information gained from the BIM to flow seamlessly into the estimating database. The project will benefit from this lean construction practice by leveraging the BIM information and producing an accurate estimate based on field conditions.

The BIM developed during design has the ability to include all asset management information required for future operational and maintenance information. Details such as equipment model numbers, parts diagrams, maintenance requirements and intervals can be obtained through a simple mouse click. This is a powerful tool that assists O&M staff throughout the life of the equipment and can be accessed with tablet devices as operations and maintenance staff make their rounds.

Mitigating Price Escalation and Availability

To stay ahead of market pricing fluctuations and schedule delays, Haskell regularly makes early purchases of material to lock in delivery dates and pricing. We spend a lot of our time analyzing the risk vs reward of these scenarios, along with considering alternate materials or designs that may have a better lead time or cost.

Anticipated Early Work Packages include:

- Electrical Gear
- Process Equipment
- Earthwork/Foundations Improvements

Schedule Control During Design and Construction

The Haskell team's overall schedule management approach is founded on the shared commitment of a highly integrated team that will work together to deliver a seamless project from inception through design, permitting, construction, commissioning and

final acceptance and turnover. The Haskell team's preliminary PRF Expansion schedule can be found in figure 3.6 on the previous page, as well as in our Phase 1 Scope of Work at the end of this section.

A Focus on Early Activities

A detailed design schedule will be integrated with the construction schedule so the design activities for each package are tied to procurement and permitting activities. Our design process will also facilitate early procurement by prioritizing items with long lead times. Another early activity is the identification of sub-consultants, construction subcontractors and vendors so they are prepared to confidently provide quotes at the earliest possible point in time.

Establishing Procurement Priorities

The importance of establishing procurement priorities and building procurement activities into the schedule cannot be overstated. Procurement priorities are driven by the schedule and establishing priorities is essential to success. As the schedule is developed, procurement activities are tied to specific predecessor design activities and successor construction activities. These relationships clearly point out the critical, long-lead-time equipment and will direct the team to focus on advancing the design development of the most critical items. Often, equipment specifications can be issued well in advance of 100% document production, thus allowing the procurement process to begin earlier. Addressing these items early in the process is a critical step toward having the right materials on-site at the time they are required and avoiding unnecessary delays.

Schedule Management

The schedule will be updated weekly, led by our project manager, with input from the design team, Owner and construction staff. It will be reviewed during progress meetings with the Authority and the design team and adjusted accordingly to show improvements or acceleration as required to stay on track. Our scheduling department will administer quality control over the logic. This extra set of eyes will allow us to keep our pulse on the critical path, understand where the float is and look for opportunities to improve.

Loan Administration and Compliance

Our experience and capabilities include administering and managing grants and loans. With any large-scale grant or loan comes reporting and oversight activities. It has been our experience that once funding is awarded, some organizations don't focus sufficiently on reporting requirements. Not meeting the conditions of a grant or loan, including timely reporting, can lead to some or all funding being reclaimed, leaving the recipient to cover the costs. The Haskell team will guide the Authority through the process so there are no issues.

Relevant Experience | Hampton Roads SWIFT Program

AECOM prepared the Programmatic Environmental Assessment for the Hampton Roads Sustainable Water Initiative for Tomorrow (SWIFT) program and is now doing PEA questionnaires for discrete projects under the program. The program includes 33 discrete projects and has received more than $700 million in WIFIA funding to date.

Figure 3.7 | Team WIFIA loan Experience

Client | Program or Project	WIFIA Amount
Hampton Roads Sanitation District | Sustainable Water Initiative for Tomorrow	$703 Million
City of Baltimore | Wastewater Infrastructure Rehabilitation	$161 Million
City of Baltimore | Stormwater Management Program	$42 Million
City of Baltimore | Water Infrastructure Rehabilitation	$193 Million
Dekalb County | Water Infrastructure Renewal Program	$265 Million
San Francisco Public Utilities Commission | Wastewater Infrastructure Rehabilitation	$1.2 Million
Salt Lake City Utilities | Water Reclamation Facility	$350 Million
Springfield Water and Sewer Commission | Water and Wastewater Rehabilitation	$250 Million
Padre Dam | East County Advanced Water Purification Project	$388 Million
Upper Santa Ana Water Infrastructure Authority | Watershed Connect	$151 Million
New Castle County | Christina Force Main Rehabilitation	$250 Million

Aligning the Design with WIFIA Requirements

The Authority submitted a Letter of Interest (LOI) to USEPA for a Water Infrastructure Finance and Innovation Act (WIFIA) loan and is intending to submit a programmatic loan application for its water supply program. We have assisted many clients with obtaining and complying with WIFIA loans. A sample of our experience can be found in the table in Figure 3.7 above.

We understand the Authority has had initial discussions with USEPA regarding WIFIA loan requirements and that the Build America, Buy America (BABA) will not apply, however, American Iron and Steel (AIS), Davis-Bacon and other typical federal loan requirements are applicable

Therefore, the following WIFIA loan requirements will be considered during design:

- Equipment must comply with AIS requirements. This needs to be confirmed with equipment vendors during the design. How will this impact competition? How does it impact equipment lead times?
- Construction labor must comply with the Davis-Bacon Act. Availability of labor and impacts on construction cost must be considered.
- Bid documents need to clearly identify what is required of potential subcontractors hoping to work on the project, including their reporting requirements.
- A compliance plan, summarizing loan reporting and documentation requirements will be developed during design. It will clearly identify reporting milestones and be incorporated into the master project schedule.

Programmatic Environmental Assessment

The programmatic loan approach provides significant benefits to this project. The Authority will complete a Programmatic Environmental Assessment (PEA) for the Surface Water System Expansion Project (SWSEP). The PEA provides a streamlined National Environmental Policy Act (NEPA) compliance path for the various projects in the SWSEP program. As a result, we will only need to prepare the PEA Environmental Questionnaire for the PRF Expansion project such that the Authority is able to receive its loan for the expansion. We have extensive experience with the programmatic loan approach and successful preparation of both the PEA and the PEA questionnaire for a number of significant water and wastewater programs throughout the U.S.

Fast-track Schedule/Early Permitting

The most significant impact to the schedule can be realized by using a fast-track delivery method. This process provides an early start for permitting. We will complete permit releases based on incremental design and review deliverables. This method also

facilitates early procurement, as detailed on page 36, by identifying process and electrical equipment and commodities with long lead times to avoid escalation and ensure on-time delivery.

Our team is experienced in environmental permitting and permitting of drinking water treatment facilities in Southwest Florida. Our experience includes the Florida Department of Environmental Protection (FDEP) South District, Southwest Florida Water Management District (SWFWMD), DeSoto County, and the Florida Fish and Wildlife Conservation Commission (FWC). We have demonstrated our ability to collaborate with those agencies to expedite the permitting process to successfully permit similar projects in the region.

We have developed a strategy to minimize any surprises:

- Pre-application meetings with all required permitting agencies. Early and frequent communication with appropriate agencies throughout the design and permitting process to facilitate the approval process
- Minimize questions and redesign through thoughtful design in accordance with agency requirements, design-build requirements, and good industry practices
- Establish a reasonable regulatory approval schedule in consultation with the appropriate agencies such that applications are submitted well in advance and allow time to address comments without jeopardizing the schedule
- Prepare a detailed schedule with all permits and timelines incorporated into the master schedule and continually monitor progress

The table in Figure 3.8 below represents our initial assessment of the permitting required for this project. We will create a Permitting Work Plan that identifies each permit required, the permitting agency contacts, submittal requirements, prerequisite conditions, processing times and schedule for submittals.

Effective Construction Management

Project site management is the responsibility of our superintendent Brad Meadows. Brad's knowledge of the design and familiarity with the team will aid in rapidly reviewing many shop drawings in the field, getting input from the appropriate team members and ensuring permit compliance – all efforts that will keep the project on schedule.

Managing construction also involves coordinating equipment and material delivery/storage onsite. By carefully scheduling deliveries, we can reduce the need for onsite storage and minimize the cost and risks associated with double handling and limited laydown space.

In addition, the critical path method (CPM) schedule will be updated every two weeks and detailed logic revisions will be provided monthly. Brad will also provide detailed three-week look-ahead schedules, based on the activities detailed in the main project schedule, at every bi-weekly meeting.

Figure 3.8 | Initial Permitting Assessment

Permit	Agency	Initial Submittal	Anticipated Approval Time
PWS Permit-to-Construct	FDEP	60%	90 Days
NPDES Construction General Permit	FDEP	60%	60 Days
Environmental Resources Permit (Letter Modification)	SWFWMD	60%	60 Days
Dewatering Permit	FDEP	90%	60 Days
Gopher Tortoise Relocation Permit	FWC	60%	30 Days
Building Permit	DESOTO CO.	90%	60 Days
New Electrical Service	FP&L	60%	60 Days

Risk Management

Describe the Respondent's Risk Management and Safety Plan that includes a list of risks related to the Project and the Respondent's proposed mitigation measures;

The Haskell team utilizes a risk register to identify and define the risks that may influence the cost on the project. The risk register will be continually updated, reviewed, and tracked so that we can make informed decisions as a team and mitigate risks.

Haskell will actively involve the Authority as we plan and implement risk management strategies. We will coordinate contingency and mitigation plans to prevent impact on day-to-day plant operations, and routinely present the status of mitigation strategies to solicit feedback and make adjustments as necessary.

Our team has prepared a preliminary risk register for the Peace River Expansion project. We look forward to working with the Authority to fully understand work elements critical to project success.

A list of risks related to the project and our team's proposed mitigation measures can be found on the following pages. Figure 3.9 shows a sample of the Preliminary Risk Register our team developed for this project.

Risk: Changes in source water quality or regulatory requirements impact ability to meet future treated water quality goal and objectives.

- Mitigation strategy: Design includes provisions to optimize treatment (e.g., deep-bed filter designs to accommodate future GAC) or add additional processes (e.g., UV, UV/AOP, ozone, etc.)
- **Benefit:** Accommodations allow for easy implementation of future treatment changes.
- Proof: We have successfully used this approach on a number of recent surface water treatment PDB projects, including Santa Cruz, CA and Woonsocket, MA.

Risk: Recycle or disposal of test water during startup and commissioning.

- Mitigation strategy: Coordination with operations team during the design to develop startup and commissioning plan to manage test water without impact to PRF operations.
- **Benefit:** Smooth startup, continued reliable PRF performance, and avoids unnecessary wasting of test water.
- Proof: Recent startup of TriTown WTP where we were able to successfully manage recycle and disposal of test and GAC rinse water containing arsenic, PFAS and high suspended solids content.

Figure 3.9 | Sample PRF Preliminary Risk Register

Risk Register

PDB Services for PRF Expansion

3
9
3

HASKELL

Risk Identification and Impact Assessment									Risk Response	
ID	Risk Evaluation Category	Risk Statement	Risk Owner	Risk Probability	Risk Impact	Risk Urgency	Risk Closure Date	Risk Status	Risk Response	Mitigation Summary
A.1	Execution	Craftworker shortage potentially impacting project schedule	Haskell	Likely	Major	Immediate	Project Buyout	Proposed	3-Plan Risk Response and Implement	Evaluate opportunities for self performance. Utilize Haskell craft workforce to minimize need for outside labor.
A.2	Execution	Avoiding disruption to residential areas and traffic	Haskell	Unlikely	Moderate	Near term	Construction Completion	Proposed	1-Watch	Daily coordination with employees and subs, development of MOT and environmental mitigation plans
A.3	Execution	Location and identification of existing utilities	Haskell	Possible	Moderate	Near term	Construction Completion	Proposed	2-Plan Risk Response	Conduct thorough site investigation, utilize all existing plant records and third-party resources. Utilize VDC resources where as-built information may need to be supplemented.
A.4	Planning & Development	Permits received in support of the schedule	Haskell	Possible	Moderate	Near term	Permitting Completion	Proposed	2-Plan Risk Response	Maintain communications with permitting agency, and maintain diligent design schedule. Fast track certain design packages for early review.
A.5	Execution	Coordination with plant operations	Haskell	Almost Certain	Moderate	Near term	Construction Completion	Proposed	3-Plan Risk Response and Implement	Collaborate with the design engineer and plant operations staff to develop detailed plans and contingencies for each of the required shutdowns, bypasses and tie-ins. A key step will be test pitting well in advance of the

Risk: Pipe/fitting break during tie-ins impact ability to return PRF to service

- Mitigation strategy: Condition assessment of all tie-in locations during design and inclusion of contingency plan (have spare fittings, temporary piping on-site, etc.) in MOPO plan
- **Benefit:** Assurance of reliable PRF operations and ability to meet the needs of your customers
- Proof: Condition of concrete raw water piping at Lithia WTP (Tampa Bay Water) was a concern. Had representative from the manufacturer on-site during excavation, cutting and tie-in to not only advise on the condition of the pipe, but also on any potential repairs during the tie-in.

Risk: Availability of Electrical Gear

- Mitigation strategy: The team will continue to monitor electrical lead times during preconstruction and fast track electrical design to reserve a spot in the fabrication lineup. Design team will design switchgear in a way that limits engineering by vendor. When submittals are developed team will have a review workshop with designer, contractor, and vendor to work through comments and not have subsequent resubmission.
- **Benefit:** This approach will allow for timely release of electrical gear that can take up to 18 months to fabricate removing the gear from the critical path of the project.
- Proof: On a recent project for an industrial client our team was able to reduce switchgear sizing to limit engineering by vendor. This saved 6 weeks on submittal development and the switchgear was able to go into production much quicker.

Risk: Geotechnical evaluation needed to understand soil strength and compressibility properties

- Mitigation strategy: In addition to Standard Penetration Testing, our team will utilize piezocone penetration testing to provide more accurate estimates of soil strength and compressibility properties such as soil elastic modulus, unit weight, undrained shear strength, preconsolidation stress, relative density and both total and effective vertical overburden stresses.
- **Benefit:** This will allow our team to make more informed decisions on foundations systems. On past projects our team has been able to use this information to reduce or eliminate the need for deep foundations and/or ground improvement.
- Proof: The FPUA Mainland WRF Relocation project realized $2.4 Million in savings from additional geotechnical exploration and roughly eight weeks of schedule savings.

Construction Approach

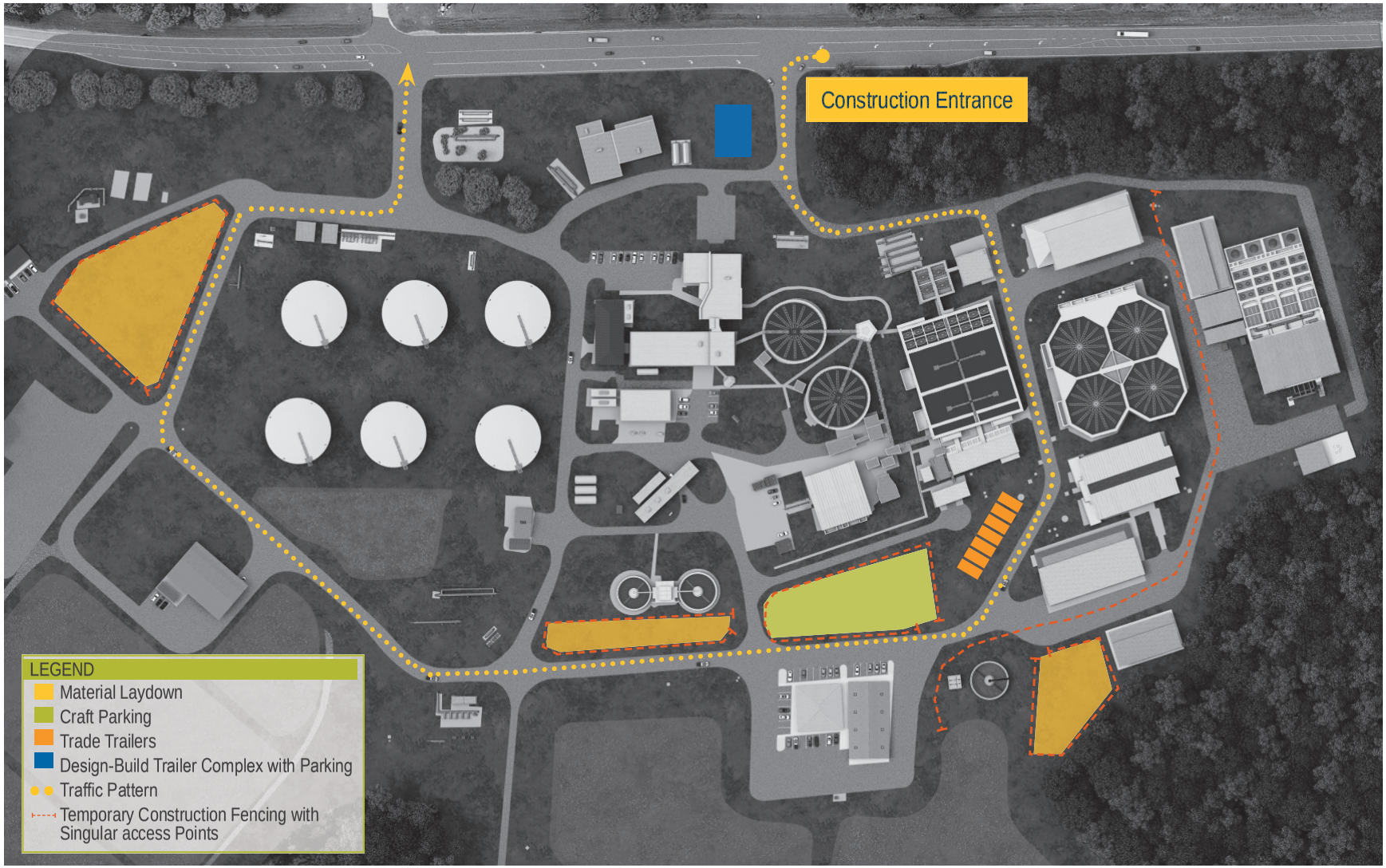
The site utilization plan shown in Figure 3.10 on the following page was developed to limit the impacts of construction on ongoing operations at the PRF. Haskell will utilize the proposed second entrance to the facility as the primary access point for construction traffic. Our team will locate our primary project office at this entrance to continually monitor traffic into the facility insuring proper access control throughout the project. Traffic will then be directed to the appropriate locations on the jobsite.

It is the intent of this plan to keep construction traffic on the outer perimeter of the jobsite limiting interactions with operations. All parking and laydown areas will be bordered with construction fencing to delineate boundaries of these areas and serve as a physical barrier between construction and operations when adjacent to the existing facility.

Entrances and exits to these areas will be defined to restrict access to certain locations in the interest of safety. Haskell will make provisions for on site storage of materials and equipment as soon as it is ready to ship. All manufacturer recommendations for long term storage will be followed to maintain warranty obligations.

Figure 3.10 | Site Utilization Plan

The site utilization plan was developed to limit the impacts of construction on ongoing operations at the Peace River facility.



Maintenance of Plant Operations Planning (MOPO) Throughout Construction

During the construction phase of the project, it will be necessary to interface with the operation of the existing facility.

To minimize impact, we will develop a careful plan to coordinate such interactions, disconnections and reconnections with Peace River. Our MOPO plan will summarize provisions in the design, scheduling and execution of tie-ins to avoid or eliminate impact on facility operations.

The existing systems associated with the required tie-ins will be studied, and along with Operations staff, will determine the options and alternatives available to continue operations. Individual MOPO plans will be prepared for each activity, including the anticipated date, the utility process line for tie-in, the expected duration and any applicable drawings of the proposed work and a contingency plan to address any problems that may arise.

When locations of utilities are questionable, test pits and soft digs will be completed to confirm locations and existing materials. The key to this planning effort is to coordinate with operations and the design engineers continuously, from the design development through final completion of construction.

At the onset of the project, our team will perform a thorough, onsite investigation of existing mechanical and electrical systems. Carefully confirming as-built conditions will allow for the team begin developing the detailed MOPO plans with both designers and operations staff. After meeting with project stakeholders, important MOPO operations will be added to the project schedule to provide a tracking tool for the project team taking into account all project constraints and allowing for long term planning by construction and operations teams.

Virtual Design and Construction (VDC) Ensures Coordination Between PRF and the New Expansion

For critical tie-ins and shutdowns, Haskell will utilize our internal laser scanning team to scan process areas and provide pinpoint locations and measurements of existing infrastructure. This information is processed by our VDC team for material procurement and work plan development in the field for discuss with stakeholders.

Animations detailing sequencing of work can also be developed to provide stakeholders and operators a clear understanding of how the work will be implemented while maintaining the facility in operation. On the Opequon Water Reclamation Facility project this proved invaluable as as-built documentation was unavailable or incomplete. Our team was able to prefabricate piping sections and install with a high degree of accuracy, thus limiting downtown and impacts to the existing operations. There was no need for additional fittings or field adjustments limiting overall cost for both material and labor to the project.

Minimizing Shutdown and Interruptions

Much of the expansion can be constructed without interference with existing PRF operations.

Shut-downs will be carefully coordinated with PRF operations to develop a comprehensive plan that minimizes impact to existing operations:

- During the raw water shutdown, install any valves/fittings on current finished water (make sure we won't accidentally drain the tanks) to make the finished water tie-in
- Raw water tie-in needed for equipment testing, startup and commissioning.
- Temporary electrical shutdown to connect new electrical distribution to exiting electrical system or potential new prime service.

Subcontractor and Vendor Qualification

The Haskell team will identify the most highly qualified subcontractors and suppliers and, in collaboration with the Authority and the design team, invite them to submit price proposals to perform work on the project.

We center our bidding process around six fundamental measures:

- **Prequalification.** Comprehensive pre-qualification of subcontractors and vendors, with emphasis on MBE/WBE/SDE and local businesses participation.
- Tailored packages. Bid and performance packages tailored to anticipate the needs of the project in conjunction with local resources and funding compliance.
- Clear scopes. Scopes of work clearly and concisely written.
- Detailed documents. Construction documents are distinctly developed and detailed.
- Meetings. Pre-bid and pre-award meetings are conducted to communicate project expectations regarding safety, quality and schedule and to avoid potential scope misunderstandings.
- Expedited award. Work awarded promptly.

Haskell uses our Vendor Qualification System, and Building Connected to pre-qualify firms and evaluate the risk associated with hiring a specific subcontractor or vendor. The Authority will be actively involved in the qualification process and have the ability to disqualify subcontractors or vendors based on past experience or other factors not expressly included in the process.

Safety Expectations and Success

The successful completion of Haskell projects are only possible with the dedication and expertise of our on-site staff, so we make one important promise to them: to send them back home the same way they arrived.

Immediately following the contract award, the Haskell project leadership team convenes to participate in the project Safe Start Meeting. This meeting is strictly focused on safety and the identification of key components to ensure that the project is safe.

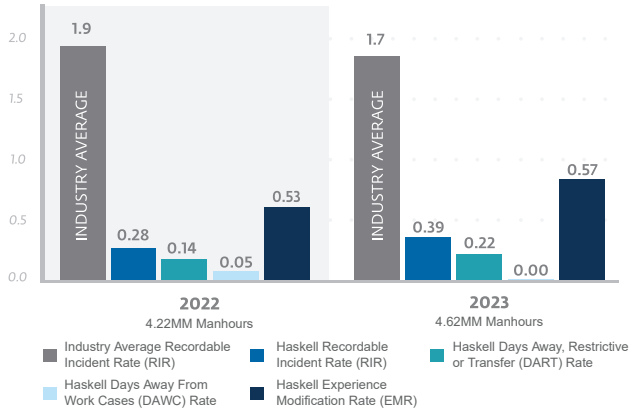
Safety and Prevention Through Design

Our Prevention through Design (PtD) approach brings an acute health and safety focus to proactively eliminate (or reduce) hazards as early as possible and avoid mitigation measures during construction and operations. The PtD approach begins in the design phase, continues through construction and extends into operations and maintenance.

We consider the environmental, safety and health hazards (e.g., working at height, potential for fires, environmental releases, etc.) and associated regulatory requirements, which are identified in our PtD Guidance Documents and reviewed prior to the start of the design process.

The result is that interferences, difficult to access equipment, and potential construction hazards are identified and removed during design, before construction workers and your employees are exposed to the hazards.

Haskell's Safety Statistics



Quality

Haskell's in-house quality management team makes it their job, day in and day out, to monitor a project's quality performance and ensure it consistently progresses towards its goal. We define those goals by engaging clients early at project kick-off meetings that clearly define, identify, and document the commitments and activities necessary to fulfill collective expectations. These discussions help us compose a project-specific Quality Implementation Plan (QIP) that defines, guides, and measures quality through the design, preconstruction and construction phases. QIPs enable team members to identify potential risks and exposures, develop mitigation strategies, contribute to schedule integrity, and reduce costs by mitigating re-work.

Self-Performance Capabilities

For scopes of work which we may elect to self-perform, Haskell will price or bid the work as a trade contractor. Haskell's ability to self-perform gives us control over the project's schedule, costs, challenges and quality.

The Haskell team can perform the following scopes of work:

- Yard piping
- Concrete
- Process equipment installation
- Mechanical and process piping
- Structural and miscellaneous steel fabrication
- Structural steel and miscellaneous metals installation
- Startup and commissioning

Startup and Commissioning

The Haskell team will conduct start-up, training, commissioning and performance testing . The start-up and commissioning process begins at the onset of the project, continues throughout the design and construction phases, and concludes with the Authority's acceptance, issuance of the Final Commissioning Report and the Authority's training.

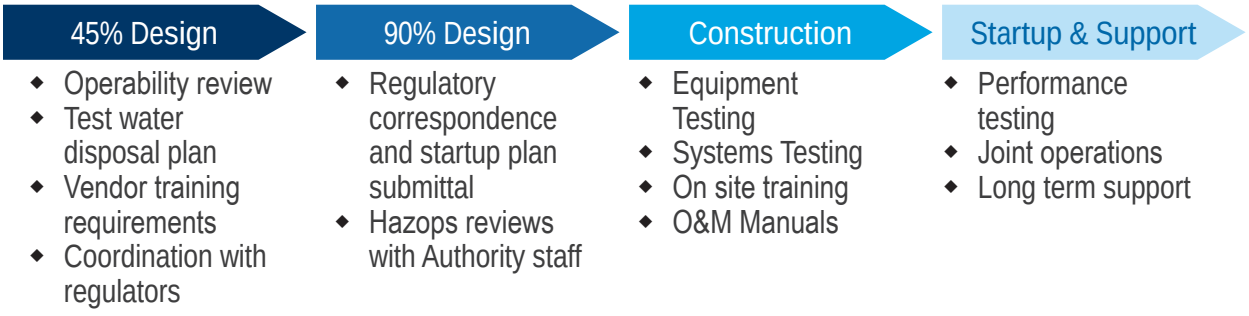
Staffing

The start-up and commissioning staff, a diverse group of engineers, managers, field mechanics, trade craftsmen, equipment manufacturer start-up technicians and controls specialists, will be led by AECOM's startup manager Bill Clunie.

Bill has successfully commissioned nearly 20 water treatment plants over his 27 year career as a water process engineer with AECOM. Bill possesses in-depth knowledge of all water treatment unit processes along with regulatory requirements and he uses this expertise to develop start-up and commissioning plans, training schedules, and performance testing procedures. Our proven approach is shown in Figure 3.11 below.

Planning for start-up must begin during the design phase. This is important particularly where integration of new works with existing facilities is anticipated. Our approach engages operators and regulatory agencies early on, so that our start up plan can be submitted at 90% design. Towards the end of construction, we will schedule individual equipment testing with suppliers which is

Figure 3.11 | Startup and Commissioning Assessments



also the ideal time to start vendor training. This is followed by complete "systems" testing and more comprehensive training. By the time the official start-up and performance testing begins, all major equipment will have been operated previously and Authority staff will have familiarity.

Start-up Plan

The Start-up Plan will be submitted prior to completing the design.

The start-up plan will include:

- Proposed schedule for start-up showing training modules
- System checkout procedures
- Temporary measures for demonstration of process systems, which will include plans for disposal of test water, temporary plant shut-downs, and special analytical monitoring as may be needed.

As each system and subsystem of the facility reaches mechanical completion and is ready for commissioning, we will initiate the start-up and commissioning process. The team will conduct all activities in accordance with the test procedures and the normal facility operating configuration. The Authority will provide operating personnel to both assist in the start-up and commissioning of each piece of equipment or system and receive instructions concerning the operation of the facility.

Training

The Authority's maintenance staff will be trained during the start-up and commissioning process by the equipment manufacturer's trained technicians and the controls subcontractor. Our team will identify the duration of training in the project specifications and the project schedule.

Inspections

Final inspections are a collaborative effort. Relationships are fostered with regulatory agencies, inspectors, vendors and subcontractors early in the project in order to emphasize the importance of collaboration, planning, execution and accountability during this critical phase of the project. A completion conference will be held to confirm inspection schedules of all trades and vendors to gain buy-in and acceptance of every inspection date.

The zero punch list culture is a source of pride for our team. Our collective goal is to identify and eliminate all punch list items before the Authority's inspection. The punch list process starts with our field team inspection, a joint effort involving the field team and the superintendents of each trade. During this time, items are identified and recorded, and we give subcontract partners a completion date. After completing the field team inspection and punch list, the Design and Quality Assurance teams visit and complete the process a second time. We aim to complete all items and have zero items on the Owner Inspection List.

Operations & Maintenance Manuals and Close-Out Log

Operation and Maintenance (O&M) manuals are critical to the proper and correct facility operation and maintenance. These manuals identify all construction and equipment materials and can act as the project's reference library.

In addition to the O&M manuals, we initiate a Close-Out Log. This log includes, at a minimum, Warranties, Operation and Maintenance Data, Record Drawings, Test Reports and Subcontractor Payment Releases.

Approach Attachments

Phase 1 Scope of Work

CONTENTS

1 Background 1
1.1 Introduction 1
1.2 Phase 1 Scope of Work Tasks 1
2 Scope of Services 2
Task 1 Phase I Project Management 2
Task 1.1 Project Kickoff and Partnering 2
Task 1.2 Project Execution Plan (PEP) 3
Task 1.3 Project Schedule 3
Task 1.4 Invoicing and Progress Reporting 4
Task 2 Project Workshops/Meetings 4
Task 2.1 Bi-Weekly Progress Meetings 4
Task 2.2 Technical Workshops 5
Task 2.3 Member Workshops 6
Task 2.4 Board Member Briefings and Board Meetings 6
Task 3 Background Document Review and Validation 6
Task 4 Field Investigations 6
Task 4.1 Subsurface Utility Investigations 6
Task 4.2 Surveying 7
Task 4.3 Geotechnical Investigation 7
Task 4.4 Site Environmental Assessment 8
Task 4.5 Wetlands Survey 8
Task 5 Funding Support 8
Task 5.1 WIFIA Programmatic Environmental Assessment Questionnaire 8
Task 5.2 WIFIA Support 9
Task 5.3 Programmatic WIFIA Support (Optional) 9
Task 5.4 Additional Funding Support 9
Task 6 Permitting 9
Task 6.1 FDEP PWS Permit 10
Task 6.2 FDEP NPDES Permit 10
Task 6.3 SWFWMD/FDEP Environmental Resources Permit 10
Task 6.4 FDEP Dewatering Permit (Optional) 10
Task 6.5 FWC Gopher Tortoise Relocation Permit 11
Task 6.6 DeSoto County Building Permit (Optional) 11
Task 6.7 Florida Power and Light 11

Task 7 Design Criteria Report Optimization 12
Task 7.1 Alternatives Analysis 12
Task 7.2 Site Visits (Optional) 12
Task 7.3 Design Criteria Report Revisions Technical Memorandum 12
Task 7.4 Initial Project Cost Model 13
Task 8 45 Percent Design Submittal 14
Task 8.1 45 Percent Design 19
Task 8.2 45 Percent Design and Constructability Review 19
Task 8.3 45 Percent Cost Model 20
Task 8.4 45 Percent/Initial Construction Schedule 20
Task 8.5 45 Percent Review Meeting 20
Task 9 Bench-Scale Testing 21
Tasl 9.1 Bench-Testing Plan 21
Task 9.2 PAC Dosing and Contact Time 21
Task 9.3 Disinfection Strategy 21
Task 9.4 Pretreatment Optimization (Optional) 22
Task 10 60 Percent Design 22
Task 10.1 60 Percent Design 22
Task 10.2 60 Percent Design and Constructability Review 22
Task 10.3 60 Percent Cost Model – Guaranteed Maximum Price 23
Task 10.4 60 Percent Schedule 23
Task 10.5 60 Percent and GMP Review Meeting 24
Task 11 90 Percent Design (Optional Allowance) 24
Task 11.1 90 Percent Design 24
Task 11.2 90 Percent Design and Constructability Review 24
Task 11.3 90 Percent Cost Model 25
Task 11.4 90 Percent Schedule 25
Task 11.5 90 Percent Review Meeting 25

1 BACKGROUND

1.1 Introduction

The Design-Builder will work with the Authority and design partners in a collaborate approach to continue design development. Design-builder will coordinate closely with the Authority throughout the preliminary and 60% design development process to ensure the division of responsibility is clearly defined and the overall design of comprehensive package is well coordinated.

The Peace River Manasota Regional Water Supply Authority (Authority) owns and operates the Peace River Facility (PRF), a 51 million gallon per day (MGD) conventional surface water treatment facility on Kings Highway in DeSoto County. The treatment plant is supported by a 120 MGD intake on the Peace River, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery wells. The Authority's regional system also includes approximately one hundred (100) miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks in several counties.

This Project is to increase the PRF permitted capacity by 24 MGD. A Design Criteria Report (DCR) prepared by others for the Authority contains the PRF Expansion design criteria. Based on technology evaluations performed by the Authority, and onsite pilot testing conducted in 2023, this includes new pretreatment basins with inclined plate settlers, new filters, a chlorine contact basin, chemical feed systems, sludge treatment systems, and related appurtenant facilities as outlined in the DCR. However, modifications of the proposed Project as described in the DCR may occur as a result of the collaboration between the Authority and Design-Builder as described herein.

The project is being delivered via a progressive-design build (PDB) delivery model. The Design-Builder must complete final design, permitting, construction, testing, commissioning, and turnover of the Project by December 21, 2027.

The Project is proposed to be delivered in two phases:

• Phase 1 Preconstruction – 60% Design, including but not limited to 60% design milestone and related permitting needs necessary to develop a GMP.

• Phase 2 Final Design and Construction – Final 100% Design, construction permitting, construction, testing, commissioning, and turnover services.

This scope of services is for Phase 1. The draft scope and Guaranteed Maximum Price (GMP) for Phase 2 of the Project Scope on the Project must be completed by March 7, 2025, and a final Authority approved scope and associated GMP prepared by March 19, 2025, for consideration at the April 2025 Authority Board meeting.

1.2 Phase 1 Scope of Work Tasks

Phase I scope of work shall include the following tasks:

- Task 1: Phase 1 Project Management

- Task 2: Project Workshops
- Task 3: Background Document Review and Validation
- Task 4: Field Investigations
- Task 5: Funding Support
- Task 6: Permitting
- Task 7: Design Criteria Report Optimization
- Task 8: 45 Percent Design Submittal
- Task 9: Bench-Scale Testing
- Task 10: 60 Percent Design Submittal
- Task 11: 90 Percent Design Submittal (Optional)

Each task describes the minimum required deliverables. The Design-Builder shall provide draft deliverables in the workable format created: e.g. Microsoft® Word for written documents and specifications; Excel for calculations; Primavera® format for schedules, and the native electronic CAD, BIM, or Revit format for drawings. The Design-Builder shall also provide electronic copies of all draft and final deliverables in .pdf format with any additional requirements described in the individual tasks.

2 SCOPE OF SERVICES

Task 1 Phase I Project Management

Design-Builder will provide overall project management of design and preconstruction. A project management plan will be developed utilizing feedback from the Authority as a framework for coordination of preconstruction deliverables and for tracking to the preconstruction schedule. The design-builder will also manage the project document control software hosted through Procore. All project documentation will be available through Procore to the project team.

Task 1.1 Project Kickoff and Partnering

Upon receipt of notice to proceed, the Design-Builder will lead a project kickoff meeting. The meeting will include:

1. Confirmation of the Authority's project goals and objectives
2. Review the project scope
3. Review project schedule and discuss critical path issues
4. Establish project communications and protocols
5. Discussions of suggested modifications/clarifications to the Design Criteria Report (DCR) design
6. Establishment of evaluation criteria for modifications to the DCR design and other items to be determined by the Design-Builder

Discussion of suggested modifications/clarifications to the DCR design will include those items proposed by the Design-Builder and others during selection of the design-builder for this project.

Design-Builder will identify a preliminary list of evaluation criteria (operator safety, ease of operation, reliability and redundancy, lifecycle cost impacts, etc.) by which revisions to the DCR or items to be established by the Design-Builder will be evaluated. The Authority and the Design-Builder will

collaborate to further clarify these criteria such that they can be used to quickly get to design decisions and issue the final revised DCR (Task 7).

Design-Builder will prepare and distribute an agenda and prepare and distribute minutes.

Task 1.2 Project Execution Plan (PEP)

The PEP will help the project team understand the basic project and Phase 1 requirements. The Design-Builder shall prepare and submit a draft PEP to the Authority for review and comment. The Design-Builder will finalize the PEP following receipt of Authority comments and will update the document throughout Phase 1. The PEP shall include at a minimum the following documents focused on Phase 1:

- Project Schedule
- Project Decision Plan details the dependency relationships between key Authority decisions, design progression, workshops, and Design-Builder submittals, as well as the procedures used to document key decisions.
- Project Team Organization Chart details roles and responsibilities of all companies and staff.
- Health and Safety Plan discusses the health and safety program and required training to be implemented by the Design-Builder and observed by its staff along with any subconsultants and subcontractors (subcontractors) and their staff participating in Phase 1.
- Project Quality Plan (PQP) details the Design-Builder's process to assure quality during design and construction planning. The PQP will include quality management roles and responsibilities, the quality assurance/quality control (QA/QC) program, and corrective action procedures.
- Project Communication Plan describes all communication procedures for the Design-Builder's team. These include written, electronic, and verbal communications, and detail the procedures for the Design-Builder within its team including subcontractors, with the Authority, with any permitting body, and with external stakeholders.
- Risk Management Plan consists of a project risk register for both Phase I and Phase II. This risk register will include all identified risks, designated leads for mitigating each risk on both the Design-Builder's and Authority's teams, estimated probabilities of occurrence, their severity and consequences, and potential mitigation.

Task 1.3 Project Schedule

Design-Builder will submit with its Project Execution Plan described in Task 1.1 a detailed Phase 1 schedule prepared with Primavera® and consist of: Phase 1 start and finish dates; predecessors, and successors for all tasks, subtasks, activities, milestones and draft and final deliverable dates; any subcontracted Phase 1 work; anticipated Authority review times for draft and final deliverables; identification and expected dates for technical workshops and meetings; expected submittal dates for Design-Builder's GMP Proposal; expected duration of Contract Price Amendment negotiations. The schedule shall identify the critical path and available float for each task, subtask, and activity. The Design-Builder's Phase 1 schedule shall also include, at a summary level, the time required for obtaining all permits and approvals during Phase 1 based on the detailed permitting plan schedule developed under Task 6. As part of this schedule, Design-Builder will provide cash flow forecast for Phase 1 Services.

As discussed in the following section, the Design-Builder shall submit updates to the Phase 1 schedule with each monthly report and include in the report progress on Phase 1 activities and any significant changes and their impact on the timing of overall project delivery.

Task 1.4 Invoicing and Progress Reporting

Each billing period (usually monthly) the Design-Builder will submit their invoice and monthly report, earned value, and schedule updates summarizing project progress. The monthly progress reports shall include an updated risk register.

Invoices will be submitted by the Design-Builder to the Authority on a monthly basis. Design-Builder is required to submit a monthly report using template mutually agreed upon format. The invoice must be organized by the tasks shown in the work breakdown structure (WBS), with totals on the subtask, task, and project level shown on the invoice summary table.

Task 1 Deliverables

- Draft and final PEP
- Draft and final kickoff meeting agenda and summary
- Project schedule with monthly updates
- Monthly progress reports including updated schedule and earned value updates with attachments listed below:
    - Monthly progress schedule showing the status of activities included in the Phase 1 Baseline Schedule
    - Any recommended modifications to the Phase 1 Baseline Schedule (changes in activities or logic) for Authority approval
    - Updated Action Item Log
    - Updated Risk Register (if changed)
    - Monthly invoice and backup, including budget status update
    - Earned value update including relevant metrics

Task 2 Project Workshops/Meetings

Task 2.1 Bi-Weekly Progress Meetings

The Design-Builder and Authority will meet on a bi-weekly basis to discuss current progress, deliverable status, risk register review, upcoming workshops, and project challenges. Where the schedule permits, these workshops will be multi-purpose. For example, when if the 45 Percent Review Meeting and a bi-weekly progress meeting fall on the same date/week – an extended meeting agenda will be developed to include both the regular progress meeting and the 45 percent submittal review.

The Design-Builder will prepare agendas and meeting summaries for all project meetings.

Task 2.2 Technical Workshops

In addition to regular progress meetings, there will be a need for occasional technical workshops during which the Authority and Design-Builder have a focused collaboration session on a particular element of the project.

Scheduling for these workshops shall be jointly agreed upon between the Authority and the Design-Builder and shall be intended to facilitate and support Authority decisions regarding the project configuration and design, permitting, and construction planning progression. A list of intended workshops is included in the table below.

Table 1. Project Technical Workshops

Workshop Tepic	Purpose
DCR Optimization	Establish design criteria for items to be determined by the Design-Builder and evaluate potential revisions to the DCR.
Unit Processes and Evaluating Optimization (Value Engineering)	Discuss constructability and value engineering concepts for feedback and acceptance. This will occur after the DCR Optimization Workshop and before the 45 Percent Review workshops
MOPO / Site Utilization	Plan and coordinate maintenance of plant operations, startup and commissioning efforts with PRF operations staff. Discuss site logistics of temporary facilities, laydown and operational constraints, and anticipated maintenance of plant operations. To be held between the DCR Optimization and 45 Percent Review workshops
Electrical Distribution	Coordinate electrical and controls strategy with Authority's consultants for the other components of the SWSEP. Discuss electrical and controls for the PRF expansion.
45 Percent Submittal Review	Review the 45 percent design, milestone cost model and construction schedule.
60 Percent and GMP Review	Review the 60 percent design and construction schedule. Review permitting submittals. Review milestone cost model and establish GMP. Review WIFIA PEA Questionnaire
90 Percent Submittal Review (Optional)	Review the 90 percent design, milestone cost model and construction schedule.

Task 2.3 Member Workshops

The Design-Builder will lead project review workshops with the Authority's Members as requested.

Task 2.4 Board Member Briefings and Board Meetings

Design-Builder will provide individual Board Member briefings as requested.

Design-Builder will attend all regular Board meetings and assist with preparation of (or give) bi-monthly updates at Board Meetings regarding the status of the project, including cost and schedule updates.

Task 2 Deliverables

- Draft and final workshop agendas, summaries and action items
- Topic-specific workshop materials for all workshops and meetings

Task 3 Background Document Review and Validation

The Design-Builder will review and conduct its due diligence related to all project-related documents, including but not limited to:

1. Peace River Facility (PRF) 24 Million Gallon Per Day (MGD) Expansion Design Criteria Report (DCR), Brown and Caldwell, October 2023
2. Peace River Facility (PRF) 24 MGD Expansion Third Party Review Technical Memorandum, Wade Trim, October 2023
3. Peace River / Manasota Regional Water Supply Authority Facility Capacity Optimization Study, Ardurra, May 2022
4. Record drawings

The Design-Builder shall review reference documents and consult with the Authority to develop a better understanding of project requirements, site constraints, and other important project information. The Design-Builder will submit in writing any follow-up questions for the Authority to address. As part of this process, the Design-Builder will field verify the location of all above-grade and accessible structures that may be incorporated into or modified by the design. The Design-Builder shall review all record drawings, including potential conflicts and any need for utility coordination or relocations associated with yard piping, on-site and private utilities.

Task 4 Field Investigations

Task 4.1 Subsurface Utility Investigations

The Design-Builder will prepare a subsurface utility investigation plan to confirm utilities and yard piping locations where they might create project conflicts and submit it to the Authority for review. The Design-Builder shall finalize the plan within 10 days following receipt of Authority comments. Once approved,

the Design -Builder shall conduct potholing described in its plan. Results of the subsurface investigation will be discussed with the Authority during a regular bi-weekly progress meeting. The Design-Builder will incorporate the findings into the 45 percent design.

Task 4.2 Surveying

The Design-Builder shall conduct surveying to develop site mapping. Surveys and mapping shall include:

- Topographic data.
- Laser scanning of existing facilities (as required).
- Additional drone surveys of the site (as required).
- Existing above ground facilities to be altered or incorporated into the project.
- Visible surface features such as manholes, utility meters (e.g., gas, power, water), face of curb, back of sidewalk, and painted traffic striping.
- Below ground information from subsurface investigation (Task 4.1).

The Design-Builder will incorporate the survey into the 45 percent design.

Task 4.3 Geotechnical Investigation

The Design-Builder shall develop a draft field exploration plan to identify geotechnical and groundwater/dewatering investigations and submit it to the Authority for review. The Design- Builder shall finalize the plan within 10 days following receipt of Authority comments. Once approved, the Design-Builder shall execute the plan and document the results in field notes and a geotechnical investigation report described below. Design-Builder will conduct up to five borings on site and testing of soils collected from borings will include moisture content and dry- density determinations, Atterberg limit determinations, sieve analysis, modified compaction and direct shear tests, pH, and resistivity.

Design-Builder will conduct standard penetration tests (SPT) and cone penetration tests (CPT) to assess site conditions establish foundation design requirements.

The Design-Builder shall define geotechnical/structural design criteria and recommend construction methods (e.g. excavation, shoring, and dewatering methods) through a TM which shall include:

- Site plan with approximate exploration locations on a base map, including previously completed borings and Design-Builder supplemental borings.
- Descriptive logs of subsurface explorations.
- Description of surface, soil, groundwater, and seismic conditions.
- Soil corrosivity conclusions.
- Ground and groundwater conditions conclusions to determine construction and dewatering methods
- Recommendations for:
  - Seismic design parameters.
  - Site preparation.
  - Utility trench excavations with temporary slope angles and excavation support.

  - Trench backfill.
  - Ground stabilization.
  - Temporary and permanent drainage systems.
  - Design criteria for pipes and structures.
  - Construction monitoring.
- Any other recommendations necessary to support the Design-Builder's design and construction.

When geotechnical work is required, the Design-Builder will include in the geotechnical report all information needed for code compliance, structural design, buried piping, roads, walkways, and other design elements. The report will emphasize specific construction concerns and concerns regarding the integrity of sewers, pipelines, pavement and structures.

The Design-Builder will submit the draft geotechnical report to the Authority for comment. Authority comments shall be limited to requests for clarification and questions and shall not modify the results of the evaluation or recommended criteria. Within 15 days of receiving Authority comments, the Design-Builder shall provide the Authority with a final report. Any remaining comments will be discussed and resolved with the Authority as part of a follow up meeting, which may be part of the bi-weekly progress meeting. The Design-Builder will incorporate this into the 45 percent design.

Task 4.4 Site Environmental Assessment

The Design-Builder will conduct an additional site environmental assessment to supplement the assessment completed during preparation of the DCR and for the purposes of submitting the required permit applications and preparation of the Water Infrastructure Financing and Innovation Act (WIFIA) Programmatic Environmental Assessment (PEA) Questionnaire.

Task 4.5 Wetlands Survey

The Design-Builder will conduct an additional wetlands survey to supplement the assessment completed during preparation of the DCR and for the purposes of submitting the required permit applications and preparation of the WIFIA PEA Questionnaire.

Task 4 Deliverables

- Draft and final subsurface utility investigation plan (results included in 45 percent design)
- Draft and final survey (included in 45 percent design)
- Draft and final geotechnical investigation report
- Draft and final environmental assessment report
- Draft and final wetlands survey

Task 5 Funding Support

Task 5.1 WIFIA Programmatic Environmental Assessment Questionnaire

The Authority is pursuing a Programmatic WIFIA loan for the Surface Water System Expansion Project (SWSEP). As such, the Authority in completing a Programmatic Environmental Assessment for the

SWSEP. The PEA provides a streamlined National Environmental Policy Act (NEPA) compliance path for water and wastewater infrastructure projects and will make compliance with NEPA straightforward through the use of an environmental questionnaire for individual projects funding under the programmatic loan.

The Design-Builder will prepare the PEA Environmental Questionnaire for the PRF Expansion project such that the Authority is able to receive its loan for the expansion. The Design-Builder will submit a draft questionnaire to the Authority. The questionnaire will be reviewed with the Authority during a bi-weekly progress meeting and finalized within 15 days of receipt of final comments from the Authority. The final questionnaire will be provided to the Authority with the 60 percent design submittal for inclusion in its loan documents.

The Design-Builder will respond to all requests for additional information by the U.S. Environmental Protection Agency (USEPA) until the questionnaire is accepted by USEPA and the Authority successfully receives its loan.

Task 5.2 WIFIA Support

The Design-Builder will provide as-needed technical support to the Authority in its pursuit of a WIFIA loan for the PRF Expansion.

Task 5.3 Programmatic WIFIA Support (Optional)

The Design-Builder will provide as-needed support to the Authority in its pursuit of a WIFIA loan for other components of the SWSEP, including the new reservoir and river pump station and pipeline.

Task 5.4 Additional Funding Support

The Design-Builder will provide as-needed support to the Authority in its pursuit of additional sources of funding as requested.

Task 5 Deliverables

- Draft and final PEA Questionnaire
- Funding support documents as requested

Task 6 Permitting

The Design-Builder will be responsible for acquiring the necessary permits for the construction of the PRF Expansion. The scope of work includes attendance at pre-submittal meetings, submittal of permit applications, development of permit drawing sets, response and resolution of the requests for additional information (RAIs), and the acquisition of permits necessary for construction of the project.

The Design-Builder will arrange and lead pre-application meetings with each of the regulatory agencies listed below to confirm the permit application requirements and review permit application submittal packages prior to the submittal to reduce the likely need for additional information to successfully

receive the permit. The Design-Builder prepare an agenda and meeting summary for each of these meetings.

The Design-Builder will prepare specific permit drawings which may be needed to satisfy the requirements of the regulatory agencies, but which are not relevant for construction to avoid "crowding" the construction drawing. This allows these permit drawings to be easily edited and submitted without affecting the construction documents. Specific information to be presented may include things such as legal descriptions, zoning, utility contact information, site acreages, impervious areas, etc.

This task also includes responding to the various regulatory agencies requests for additional information to complete the permit applications. Follow up phone calls or meetings with the regulators to assist with the responses are included in the task.

The scope includes the following permits:

Task 6.1 FDEP PWS Permit

The Design-Builder will prepare and submit the FDEP Public Water System Permit-to-Construct permit application, inclusive of pre-application meetings with FDEP, preparation and submittal of the permit application (at completion of the 60 percent design and after incorporation of the Authority's comments on the 60 percent design), and responses to RAIs as necessary to successfully receive the permit.

Task 6.2 FDEP NPDES Permit

The Design-Builder will prepare and submit the FDEP Construction General Permit application, inclusive of pre-application meetings with FDEP, preparation and submittal of the permit application (at completion of the 60 percent design and after incorporation of the Authority's comments on the 60 percent design), and responses to RAIs as necessary to successfully receive the permit.

Task 6.3 SWFWMD/FDEP Environmental Resources Permit

The Design-Builder will prepare and submit the SWFWMD/FDEP Environmental Resources Permit (ERP) letter modification to the existing ERP for the PRF. This includes pre-application meetings with SWFMWD and FDEP, preparation and submittal of the letter modification (at completion of the 60 percent design and after incorporation of the Authority's comments on the 60 percent design), and responses to RAIs as necessary to successfully receive the permit.

The Design-Builder will take precautions to avoid construction within any of the wetland boundaries at the PRF site to avoid the need for a U.S. Army Corps of Engineers Section 404 review.

Task 6.4 FDEP Dewatering Permit (Optional)

Preparation of the FDEP Dewatering Permit will begin after submittal of the 60 percent design submittal and GMP to the Authority. To avoid schedule delays, the Design-Builder is proposing to continue with the design and permitting efforts while awaiting Board approval of the GMP and Phase 2 scope of services.

The Design-Builder will prepare and submit the FDEP Dewatering Permit application, inclusive of pre-application meetings with FDEP, preparation and submittal of the permit application (at completion of the 90 percent design and after incorporation of the Authority's comments on the 90 percent design), and responses to RAIs as necessary to successfully receive the permit.

Task 6.5 FWC Gopher Tortoise Relocation Permit

The Design-Builder will prepare and submit the Florida Fish and Wildlife Commission (FWC) Gopher Tortoise Relocation Permit application, inclusive of pre-application meetings with FWC, preparation and submittal of the permit application (at completion of the 60 percent design and after incorporation of the Authority's comments on the 60 percent design), and responses to RAIs as necessary to successfully receive the permit.

Task 6.6 DeSoto County Building Permit (Optional)

Preparation of the DeSoto County Building Permit will begin after submittal of the 60 percent design submittal and GMP to the Authority. While typically submitted with the 100 percent design, because of the likelihood of early works packages and to avoid schedule delays, the Design-Builder is proposing to continue with the design and permitting efforts while awaiting Board approval of the GMP and Phase 2 scope of services.

The Design-Builder will prepare and submit the DeSoto County Building Permit application to DeSoto County for the PRF. This includes pre-application meetings with the County, preparation and submittal of the application (at completion of the 90 percent design and after incorporation of the Authority's comments on the 90 percent design), and responses to RAIs as necessary to successfully receive the permit.

Task 6.7 Florida Power and Light

Bringing a new Florida Power and Light (FPL) service to the PRF site will be critical to completion of the project in the required timeframe. As such, coordination with FPL and arrangements for the new service must be completed on time.

The Design-Builder will coordinate application for and provisions for a new electrical service from FPL to the PRF site, inclusive of meetings with FPL to confirm design requirements and the service quality as it impacts the design of the PRF expansion. The Design-Builder will submit all of the required documentation and design information required for new service to FPL, inclusive of preparation and submittal of the application for new service (at completion of the 60 percent design and after incorporation of the Authority's comments on the 60 percent design), and responses to RAIs as necessary to successfully receive the service.

<u>Task 6 Deliverables</u>

- Pre-application meeting agendas and meeting summaries
- Drawing sets for inclusion in permit submittals
- Responses to RAIs

- Final permits

Task 7 Design Criteria Report Optimization

The Authority and its Program Manager have spent considerable time and effort to develop a 30% design and associated Design Criteria Report (DCR). The Design-Builder offered a number of potential design enhancements in their proposal, as did the other proposers. The purpose of this task is to review recommended revisions to the DCR, evaluate those recommendations in conjunction with the Authority and select the best ideas for incorporation into the revised DCR.

Task 7.1 Alternatives Analysis

The Design-Builder shall work collaboratively with the Authority to evaluate alternatives as needed to arrive at a final project concept to carry forward into design. The final project concept shall be capable of meeting the performance and water quality criteria as identified in the DCR, and as may be modified based on input from the Design-Builder and concurrence of the Authority. The concept will be further defined as part of the DCR Revisions Technical Memorandum.

Alternatives analysis shall specifically be conducted for:

- Items identified in the DCR as "to be determined" by the Design-Builder
- Recommended changes to the unit processes contemplated in the Design Criteria Report
- Revisions to the site layout in the DCR
- Disinfection strategy
- Selection of major process equipment (e.g., rapid mixers, flocculators, belt filter presses, etc.)
- Other project decisions that materially affect Authority capital and life cycle cost, benefits, or risk

The final list of alternatives to be considered will be established with the Authority in the first DCR Optimization Workshop.

Task 7.2 Site Visits (Optional)

If desired by the Authority, the Design-Builder shall arrange and facilitate up to four separate site visits to utilities utilizing equipment that may be a part of the PRF expansion, but not currently used by the Authority (e.g., hyperbolic vertical mixers or inclined plates). Up to four members of the Design-Builder's team will attend with Authority staff (and the Program Manager, if desired) to observe unit processes and equipment of interest. The Design-Builder shall cooperate with the Authority in identifying facilities for site visits.

Task 7.3 Design Criteria Report Revisions Technical Memorandum

Based on the alternatives analyses in Task 7.2, the Design- Builder shall prepare and submit to the Authority a DCR Revisions Technical Memorandum (TM) which will include the Design-Builder's evaluation findings and specific recommended preliminary design for the expansion. The draft TM will explain how the proposed preliminary design meets the

Authority's performance, operational, and maintenance requirements for the project. The TM will include information on alternatives considered and evaluated and information on the rationale or method by which the recommended design was selected.

Information considered in the evaluation of alternatives and selection of a recommended design shall include but not be limited to: estimated capital, operations and maintenance costs; treatment performance; reliability, robustness, and flexibility of the recommended processes and equipment; ease of operation and maintenance; flexibility, compliance with existing and future regulatory requirements; public safety; and compatibility State and the Authority's environmental objectives and requirements.

The Design-Builder shall prepare a draft TM and submit it to the Authority for review. The addendum will be reviewed with the Authority in the second DCR Optimization Workshop. Within 15 days of receiving Authority comments, the Design-Builder shall prepare the final TM.

Task 7.4 Initial Project Cost Model

The Design-Builder will develop a project cost model and provide project cost estimate summaries, costing of alternatives during design and updates throughout the design phase to keep the Authority fully apprised of total project costs.

The initial project cost model will be prepared using the cost estimates prepared by the Authority's Construction Manager-at-Risk (CMAR). The cost model will then be used during the alternatives evaluation to see the impacts to the project construction cost.

At completion of the DCR optimization/revision, the Design-Builder will provide detailed construction cost for the final recommended design. This will become the project baseline cost and be used throughout Phase 1 to track the impact of design decisions on the final construction cost and establish the guaranteed maximum price (GMP).

The pricing shall be broken down as indicated by the Authority. All pricing shall consider project funding requirements, including but not limited to, federal and state funding such as WIFIA. Preliminary cost estimates will identify lead times for critical equipment and materials to inform the overall project schedule and identify items for fast tracking of design or early work packages. Additionally, the Design-Builder will utilize data collected from the U.S Bureau of Labor and Statistics, ENR, and RS Means to evaluate commodity/industry pricing for trends to forecast future pricing efforts.

<u>Task 7 Deliverables</u>

- Draft and final DCR Revisions TM
- Site visit summaries (if applicable)
- Initial project cost model

Task 8 45 Percent Design Submittal

Design of the PRF expansion will be completed in two phases. Phase 1 will advance the design completed by the Authority's Program Manager (an approximate 30 percent design) to 60 percent for development of a GMP by the Design-Builder. The design will be completed in Phase 2.

The Phase 1 design consists of the following design submittals:

- Revised DCR (Task 7)
- 45 Percent Design (Task 8)
- 60 Percent Design (Task 10)
- 90 Percent Design (Task 11 - Optional)

Each design submittal will include an updated 3-D model, 2-D engineering plans, and technical specifications. Each submittal will include an updated construction cost estimate and project schedule. Specific deliverables and level of detail for each submittal are summarized in Table 1 and further defined in the discussion associated with the scope of each of the specific design tasks.

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*

General	45%	60%	90%
Cover Sheet	c	c	c
Index, Abbreviations, and General Notes	c	c	c
Legends and Symbols	c	c	c
Overall Site Plan	c	c	c
Yard Piping Plan	p	c	c
Site Grading and Paving Plan	p	c	c
Process Flow Diagram	p	c	c
Hydraulic Profile	p	c	c
Instrumentation and Controls	45%	60%	90%
Legend	c	c	c
Network Block Diagrams	p	c	c
P&ID's (Major processes)	p	c	c

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*			
P&ID's (Miscellaneous systems)	p	c	c
Details	--	p	c
Demolition	45%	60%	90%
Demolition Plans	p	c	c
Demolition Sections and Details	--	p	c
Process Mechanical	45%	60%	90%
Symbols, Abbreviations and Notes	c	c	c
Raw Water Influent Meters	p	c	c
Pretreatment Basin Plan	p	c	c
Pretreatment Basin Sections	p	c	c
PAC Contact Tanks and Rapid Mix Plan	p	c	c
PAC Contact Tanks and Rapid Mix Sections	p	c	c
PAC Contact Tanks and Rapid Mix Details	--	c	c
Flocculation and Inclined Plate Settler Plans	p	c	c
Flocculation and Inclined Plate Settler Sections	p	c	c
Flocculation and Inclined Plate Settler Details	--	c	c
Filter Building Plan	p	c	c
Filter Building Sections	p	c	c
Filter Building Details	--	p	c
Chlorine Contact Basin Plan	p	c	c
Chlorine Contact Basin Sections and Details	p	c	c
Transfer and Backwash Pumps Sections and Details	--	c	c

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*			
PAC Feed System Plan	p	c	c
PAC Feed System Sections and Details	--	p	c
Alum and Polymer Building Plan	p	c	c
Alum and Polymer Building Sections and Details	--	p	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Plan	p	c	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Sections and Details	--	p	c
Recycle Pump Station Plans and Sections	p	c	c
Settled Sludge Transfer Pump Station Plans and Sections	p	c	c
Gravity Thickener and Blending Tank Plan	p	c	c
Gravity Thickener and Blending Tanks Sections and Details	p	p	c
Solids Dewatering Plan	p	c	c
Solids Dewatering Sections and Details	p	p	c
Standard Details I	--	p	c
Standard Details II	-	p	c
Standard Details III	--	p	f
Structural	45%	60%	90%
General notes, symbols and table	c	c	f
Structural Demolition and Repair Plan	p	c	c
North Electrical Building Plan	p	c	c
North Electrical Building Sections	p	p	c
South Electrical Building Plan	p	c	c

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*			
South Electrical Building Sections	p	p	c
Pretreatment Basin Plan	p	c	c
Pretreatment Basin Sections	p	c	c
PAC Contact Tanks and Rapid Mix Plan	p	c	c
PAC Contact Tanks and Rapid Mix Sections	p	c	c
Flocculation and Inclined Plate Settler Plans	p	c	c
Flocculation and Inclined Plate Settler Sections	p	c	c
Filter Building Plan	p	c	c
Filter Building Sections	p	c	c
Filter Building Details	--	p	c
Chlorine Contact Basin Plan	p	c	c
Chlorine Contact Basin Sections and Details	p	c	c
PAC Feed System Plan	p	c	c
PAC Feed System Sections and Details	--	p	c
Alum and Polymer Building Plan	p	c	c
Alum and Polymer Building Sections and Details	--	p	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Plan	p	c	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Sections and Details	p	c	c
Recycle Pump Station Plans and Sections	p	c	c
Settled Sludge Transfer Pump Station Plans and Sections	p	c	c
Gravity Thickener and Blending Tank Plan	p	c	c

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*			
Gravity Thickener and Blending Tanks Sections and Details	p	c	c
Standard Details	p	c	c
HVAC	45%	60%	90%
Symbols, Abbreviations and Notes	p	c	f
North Electrical Building – Plans	p	c	f
North Electrical Building - Sections	p	c	f
North Electrical Building - Schematics	p	c	f
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Plan	c	c	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Sections and Details	c	c	c
Standard Details	--	p	c
Electrical	45%	60%	90%
Symbols, Abbreviations and Notes	c	c	f
Overall Plan	p	c	c
Demolition Plan	p	c	c
Demolition – One-Line Diagrams	p	c	c
Demolition – Switchgear	p	c	c
Demolition – Interconnect Diagrams	p	c	c
One Line Diagrams	p	c	c
North Electrical Building Plan	p	c	c
South Electrical Building Plan	p	c	c
PAC Feed System Plan	p	c	c

Table 1: Submittal Drawing Content and Estimated Level of Detail for Each Percent (%) Submittal*			
Pretreatment Basin Plan	p	c	c
Sodium Hypochlorite, Ammonium Hydroxide and Caustic Soda Building Plan	p	c	c
Panel Schedules	p	c	c
Interconnect Diagrams	p	c	c
Cable and Conduit Schedules	p	c	c
Miscellaneous Details	p	c	c

p – partial, c -complete, f - final

Task 8.1 45 Percent Design

The Design-Builder will prepare the 45 percent design submittal composed of contract drawings identified in Table 2 and draft technical specifications. PDF files will be submitted electronically with the design package.

In addition, the 45 percent design will include:

- Equipment and instrumentation loop and tag numbering assigned.
- Preliminary process control philosophies have been discussed with the Authority and drafted
- Electrical load study complete
- Major equipment list
- One-line diagrams
- Coordination with local utility

The Design-Builder will submit electronic and hard copies of the engineering plans, 3D model (electronic only), specifications and related documents to the Authority for review. Relevant staff comments will be discussed during a design review meeting (Task 8.5) and incorporated into the subsequent design package.

Task 8.2 45 Percent Design and Constructability Review

The Design-Builder will conduct its own internal design and constructability reviews. These will be formal reviews for cost control and construction quality measures. The Design-Builder will review the constructability of the design and make recommendations that could improve quality, site logistics, reduce risk, limits impacts to ongoing operations, awareness of resources, facilitate safety, lower cost (capital and O&M) and / or shorten schedule. Design review and constructability input shall be ongoing

throughout the design phase. This input shall include the topics of risk and contingency management. The Design-Builder will document all items in JOIN software for cost trending and approval.

The Design-Builder shall document the design and constructability reviews and share the results with the Authority during the design review meeting (Task 8.5). Where appropriate, changes will be incorporated to the design prior to submittal of the 45 percent design to the Authority.

Task 8.3 45 Percent Cost Model

The Design-Builder will provide interim cost estimate summaries based on the design changes pursuant to reviews, scheduling, and value engineering input during ongoing design phase(s). The Design-Builder will submit an updated cost estimate with the 45 percent submittal and review the estimate with the Authority during the design review meeting. The Design-Builder will highlight changes to the estimate from the prior submittal and the reason for any increase or decrease in the cost estimate.

At 45 percent design, the estimated will be prepared with the expected accuracy of +/- 15% with inclusion of contingencies based on the current risk register.

Task 8.4 45 Percent/Initial Construction Schedule

The Design-Builder will develop a construction schedule and provide construction schedule summaries and updates throughout the design phase(s) to keep the Authority fully apprised of project schedule.

Provide sequencing of permitting, design, and construction/planning and coordination support to the team during Preconstruction period. Work with the Authority to provide a project schedule that will include contractual milestones, design completion, permitting and regulatory drivers, procurement (for long lead tracking and early releases), construction, operational constraints and commissioning activities. Provide interim project schedule summaries based on design changes pursuant to reviews, scheduling, and value engineering input during ongoing design phase.

The scheduling software utilized will be Primavera P6 or other requested platform capable of Critical Path Method (CPM) scheduling.

Task 8.5 45 Percent Review Meeting

Within 15 days of the 45 percent submittal to the Authority, the Design-Builder will coordinate and lead a 45 Percent Submittal Review Meeting during which the design documents, 3D model, cost model and schedule will be reviewed. Design-Builder will provide written responses to each of the Authority's comments and document design decisions in the decision log. Required revisions to the 45 percent design will be incorporated into the 60 percent submittals.

<u>Task 8 Deliverables</u>

- Electronic and hard copies of design documents (plans, specifications and related documents)
- Electronic copy of 3D model

- Updated project cost model
- Initial project schedule
- Review meeting summary
- Updated decision log

Task 9 Bench-Scale Testing

Tasl 9.1 Bench-Testing Plan

The Design-Builder will conduct bench-scale testing to confirm the basis of design and revise the DCR. The Design-Builder will prepare a Bench-Testing Plan documenting the test conditions, sampling, and analytical methods requirements. The Design-Builder will be responsible for conducting the tests, the cost of any laboratory equipment, and associated analytical costs.

The Design-Builder will submit a draft of the Plan to the Authority. Following at least 10 days review time, the Design-Builder and Authority will review the testing plan during a regularly scheduled Bi-Weekly Progress Meeting.

Design-Builder will incorporate revisions by the Authority to the Plan and submit a final Bench-Testing Plan to the Authority for approval. Following approval of the plan, the Design-Builder will conduct the following tests.

Task 9.2 PAC Dosing and Contact Time

The Design-Builder will conduct bench-scale testing to confirm the powdered activated carbon (PAC) dose and contact time contained in the DCR. Testing will be conducted at the PRF, in the on-site laboratory using raw water. The Authority will provide PAC, coagulant and other treatment chemicals that may be required for testing. The Design-Builder will provide all other required equipment for testing and be responsible for any analytical costs.

The Design-Builder will submit a TM summarizing the test results and recommended design criteria. Following at least 10 days review time, the Design-Builder and Authority will review the TM during a regularly scheduled Bi-Weekly Progress Meeting.

The final TM and design criteria will be incorporated into the 60 percent design.

Task 9.3 Disinfection Strategy

The Design-Builder will conduct bench-scale testing to confirm the recommended disinfection strategy. Testing will be conducted at the PRF, in the on-site laboratory using settled water (prior to chlorine and ammonia addition) from the existing PRF. The Authority will provide chlorine, ammonia, caustic soda and other treatment chemicals that may be required for testing. The Design-Builder will provide all other required equipment for testing and be responsible for any analytical costs.

Testing will include sequential addition of chlorine, ammonia (after required contact time for disinfection), pH adjustment, chlorine decay testing, disinfection byproduct formation potential and other testing deemed necessary to optimize the disinfection strategy.

The Design-Builder will submit a TM summarizing the test results and recommended design criteria. Following at least 10 days review time, the Design-Builder and Authority will review the TM during a regularly scheduled Bi-Weekly Progress Meeting.

The final TM and design criteria will be incorporated into the 60 percent design.

Task 9.4 Pretreatment Optimization (Optional)

The Design-Builder will conduct bench-scale testing to optimize pretreatment performance. Testing will be conducted at the PRF, in the on-site laboratory using raw water. The Authority will provide existing PAC, coagulant and other treatment chemicals that may be required for testing. However, the Design-Builder will provide any alternative chemicals the Authority may wish to evaluate. The Design-Builder will provide all other required equipment for testing and be responsible for any analytical costs.

The Design-Builder will submit a TM summarizing the test results and recommended design criteria. Following at least 10 days review time, the Design-Builder and Authority will review the TM during a regularly scheduled Bi-Weekly Progress Meeting.

The final TM and design criteria will be incorporated into the 60 percent design.

Task 9 Deliverables

- Draft and final Bench-Testing Plan
- Technical memoranda summarizing the bench-testing results and design recommendations.

Task 10 60 Percent Design

Task 10.1 60 Percent Design

Based upon the 45 percent review comments and bench-scale testing, the Design-Builder will prepare the 60 percent design submittal composed of contract drawings identified in Table 2 and updated technical specifications.

The Design-Builder will submit electronic and hard copies of the engineering plans, 3D model (electronic only), specifications and related documents to the Authority for review. Relevant staff comments will be discussed during a design review meeting (Task 10.5) and incorporated into the subsequent design package.

Task 10.2 60 Percent Design and Constructability Review

The Design-Builder will review the constructability of the design and make recommendations that could improve quality, site logistics, reduce risk, limits impacts to ongoing operations, awareness of resources,

facilitate safety, lower cost (capital and O&M) and / or shorten schedule. A clash detection utilizing the 3D model will also be performed to reduce conflicts between disciplines prior to installation in the field. The Design-Builder will document all items in JOIN software for cost trending and approval.

The Design-Builder shall document the design and constructability reviews and share the results with the Authority during the design review meeting (Task 10.5). Where appropriate, changes will be incorporated to the design prior to submittal of the 60 percent design to the Authority.

Task 10.3 60 Percent Cost Model – Guaranteed Maximum Price

The Design-Builder will submit an updated cost estimate with the 60 percent design submittal and review the estimate with the Authority during the design review meeting. The Design-Builder will highlight changes to the estimate from the prior submittal and the reason for any increase or decrease in the cost estimate.

Following the 60 Percent and GMP Review Meeting (Task 10.5), required design revisions will be incorporated into a revised 60 percent design for the purpose of establishing the GMP. The resulting modified documents will constitute the Pricing Package.

The Design-Builder will develop a Guaranteed Maximum Price cost proposal that include:

1. A proposed GMP, which shall be the sum of:
    a. The Design-Builder's Fee; and
    b. The cost of work, inclusive of an applicable design fees and contingency as agreed upon by the Authority; and
    c. Any Owner contingency.
2. A list of the engineering drawings and specifications, including all addenda, used as the basis for the proposal.
3. A list of the assumptions and clarifications made in the preparation of the Proposal, which list is intended to supplement the information contained in the Engineer's drawings and specifications.
4. A project schedule and scheduled substantial completion date which the proposed price is based.
5. If applicable, a list of allowances and statement of their basis.
6. If applicable, a schedule of alternate prices.
7. If applicable, a schedule of unit prices.
8. If applicable, a statement of Additional Services.

Task 10.4 60 Percent Schedule

The Design-Builder will prepare an updated project schedule and submit to the Authority with the 60 percent submittal. The Design-Builder will highlight changes to the schedule from the prior submittal and the reason for any change.

Task 10.5 60 Percent and GMP Review Meeting

Within 15 days of the 60 percent submittal to the Authority, the Design-Builder will coordinate and lead a 60 Percent and GMP Review Meeting during which the design documents, 3D model, cost model and schedule will be reviewed. Design-Builder will provide written responses to each of the Authority's comments and document design decisions in the decision log.

Task 10 Deliverables

- Electronic copies of design documents (plans, specifications and related documents)
- Electronic copy of 3D model
- Updated project cost model, including the Guaranteed Maximum Price
- Updated project schedule
- Review meeting summary
- Updated decision log

Task 11 90 Percent Design (Optional Allowance)

The Design-Builder understands that time is of the essence. The intent of this task is to provide flexibility to the Authority to allow the Design-Builder to continue developing the design while the Authority works through Board approval, providing efficiencies in permitting and procurement. Therefore, this task would be completed and paid for under Phase I contract.

Task 11.1 90 Percent Design

Based upon the 60 percent review comments, the Design-Builder will prepare the 90 percent design submittal composed of contract drawings identified in Table 2 and updated technical specifications.

The Design-Builder will submit electronic and hard copies of the engineering plans, 3D model (electronic only), specifications and related documents to the Authority for review. Relevant staff comments will be discussed during a design review meeting (Task 11.5) and incorporated into the subsequent design package.

Task 11.2 90 Percent Design and Constructability Review

The Design-Builder will review the constructability of the design and make recommendations that could improve quality, site logistics, reduce risk, limits impacts to ongoing operations, awareness of resources, facilitate safety, lower cost (capital and O&M) and / or shorten schedule. A clash detection utilizing the 3D model will also be performed to reduce conflicts between disciplines prior to installation in the field. The Design-Builder will document all items in JOIN software for cost trending and approval.

The Design-Builder shall document the design and constructability reviews and share the results with the Authority during the design review meeting (Task 11.5). Where appropriate, changes will be incorporated to the design prior to submittal of the 90 percent design to the Authority.

Task 11.3 90 Percent Cost Model

Though a GMP will have been established at conclusion of the 60 percent design, the Design-Builder will continue to update the cost model throughout completion of the design and construction (Phase 2) of the project. The Design-Builder will submit a variance and contingency log with the 90 percent design submittal and review these documents with the Authority during the design review meeting. The Design-Builder will highlight changes to the estimate from the prior submittal and the reason for any increase or decrease in the cost.

Task 11.4 90 Percent Schedule

The Design-Builder will prepare an updated project schedule and submit to the Authority with the 90 percent submittal. The Design-Builder will highlight changes to the schedule from the prior submittal and the reason for any change. The 90% percent schedule shall serve as the baseline construction schedule.

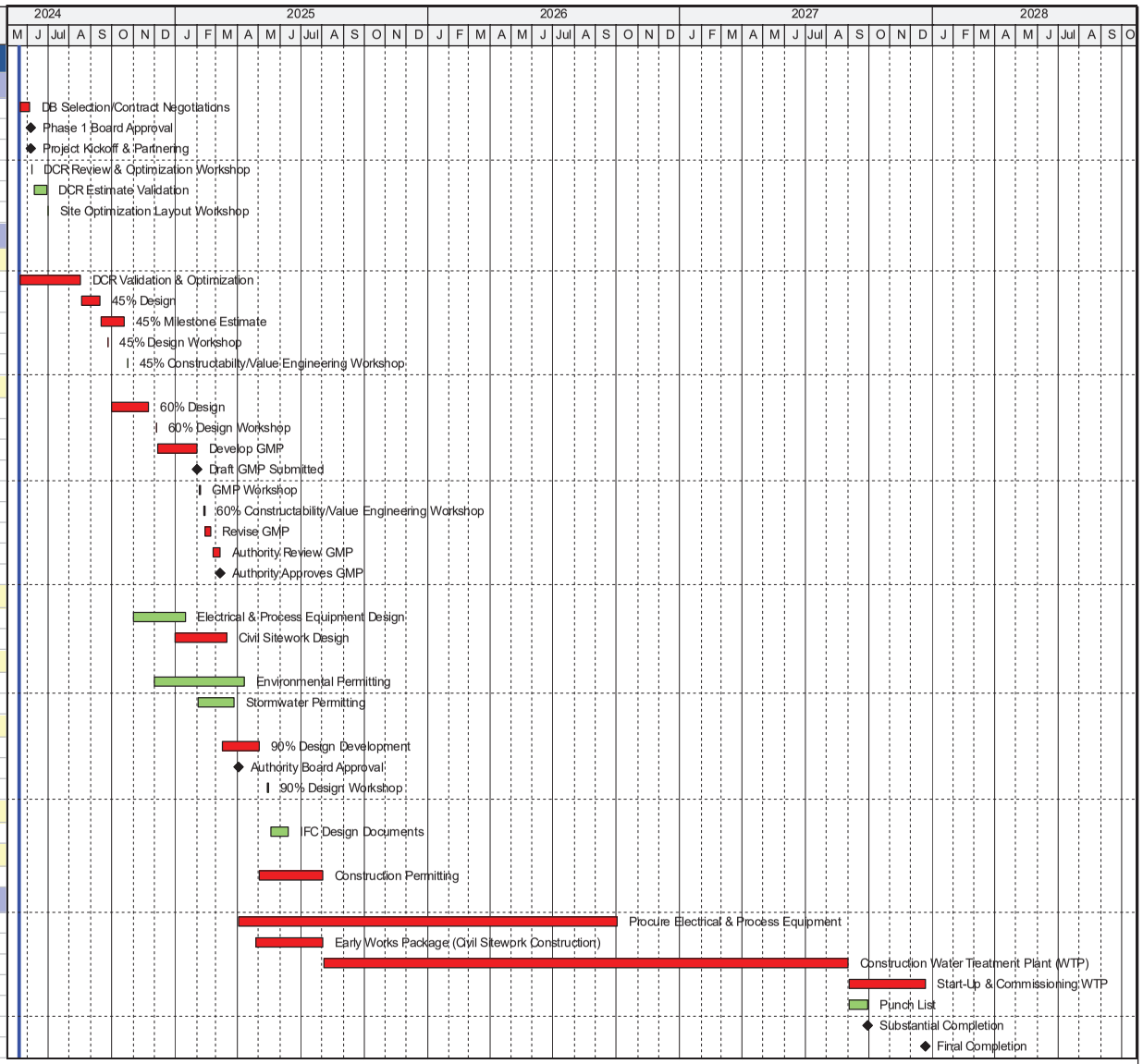
Task 11.5 90 Percent Review Meeting

Within 15 days of the 90 percent submittal to the Authority, the Design-Builder will coordinate and lead a 90 Percent Submittal Review Meeting during which the design documents, 3D model, cost model and schedule will be reviewed. Design-Builder will provide written responses to each of the Authority's comments and document design decisions in the decision log. Required revisions to the 90 percent design will be incorporated into the 100 percent submittals.

Task 11 Deliverables

- Electronic copies of design documents (plans, specifications and related documents)
- Electronic copy of 3D model
- Updated project cost model
- Updated project schedule
- Review meeting summary
- Updated decision log

SUB-PHASE	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish
PDB Services for PRF Expansion - Arcadia, FL			936	21-May-24	21-Dec-27
Project Management			30	21-May-24	01-Jul-24
Phase 1	PM1010	DB Selection/Contract Negotiations	11	21-May-24	04-Jun-24
Phase 1	PM1020	Phase 1 Board Approval	0	05-Jun-24	
Phase 1	PM1030	Project Kickoff & Partnering	0	06-Jun-24	
Phase 1	PM1040	DCR Review & Optimization Workshop	1	07-Jun-24	07-Jun-24
Phase 1	PM1050	DCR Estimate Validation	15	10-Jun-24	28-Jun-24
Phase 1	PM1060	Site Optimization Layout Workshop	1	01-Jul-24	01-Jul-24
Design & Permits			314	21-May-24	01-Aug-25
45% Design			113	21-May-24	24-Oct-24
Phase 1	DE1010	DCR Validation & Optimization	64	21-May-24	16-Aug-24
Phase 1	DE1020	45% Design	20	19-Aug-24	13-Sep-24
Phase 1	DE1030	45% Milestone Estimate	25	16-Sep-24	18-Oct-24
Phase 1	DE1040	45% Design Workshop	1	26-Sep-24	26-Sep-24
Phase 1	DE1050	45% Constructabilty/Value Engineering Workshop	1	24-Oct-24	24-Oct-24
60% Design			115	30-Sep-24	07-Mar-25
Phase 1	DE2010	60% Design	40	30-Sep-24	22-Nov-24
Phase 1	DE2020	60% Design Workshop	1	05-Dec-24	05-Dec-24
Phase 1	DE2030	Develop GMP	41	06-Dec-24	31-Jan-25
Phase 1	DE2040	Draft GMP Submitted	0		31-Jan-25
Phase 1	DE2050	GMP Workshop	1	05-Feb-25	05-Feb-25
Phase 1	DE2060	60% Constructability/Value Engineering Workshop	1	12-Feb-25	12-Feb-25
Phase 1	DE2070	Revise GMP	7	13-Feb-25	21-Feb-25
Phase 1	DE2080	Authority Review GMP	10	24-Feb-25	07-Mar-25
Phase 1	DE2090	Authority Approves GMP	0		07-Mar-25
Early Works Design			97	01-Nov-24	17-Mar-25
Phase 1	DE3010	Electrical & Process Equipment Design	54	01-Nov-24	15-Jan-25
Phase 1	DE3020	Civil Sitework Design	54	01-Jan-25	17-Mar-25
Permits Ph1			95	02-Dec-24	11-Apr-25
Phase 1	PE1010	Environmental Permitting	95	02-Dec-24	11-Apr-25
Phase 1	PE1020	Stormwater Permitting	39	03-Feb-25	27-Mar-25
90% Design			49	10-Mar-25	15-May-25
Phase 2	DE4010	90% Design Development	40	10-Mar-25	02-May-25
Phase 2	DE4020	Authority Board Approval	0	03-Apr-25	
Phase 2	DE4030	90% Design Workshop	2	14-May-25	15-May-25
100% Design			20	19-May-25	13-Jun-25
Phase 2	DE5010	IFC Design Documents	20	19-May-25	13-Jun-25
Permits Ph2			66	02-May-25	01-Aug-25
Phase 2	PE2010	Construction Permitting	66	02-May-25	01-Aug-25
Procurement, Construction, Startup & Closeout			709	03-Apr-25	21-Dec-27
Phase 2	CO1010	Procure Electrical & Process Equipment	391	03-Apr-25	01-Oct-26
Phase 2	CO1020	Early Works Package (Civil Sitework Construction)	70	28-Apr-25	01-Aug-25
Phase 2	CO1030	Construction Water Treatment Plant (WTP)	543	04-Aug-25	01-Sep-27
Phase 2	CO1060	Start-Up & Commissioning WTP	79	02-Sep-27	21-Dec-27
Phase 2	CO1040	Punch List	20	02-Sep-27	29-Sep-27
Phase 2	CO1050	Substantial Completion	0		29-Sep-27
Phase 2	CO1070	Final Completion	0		21-Dec-27



Start Date : 21-May-24
Finish Date :21-Dec-27
Data Date : 21-May-24
Print Date : 11-Apr-24 - 15:30

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR1

1 of 1

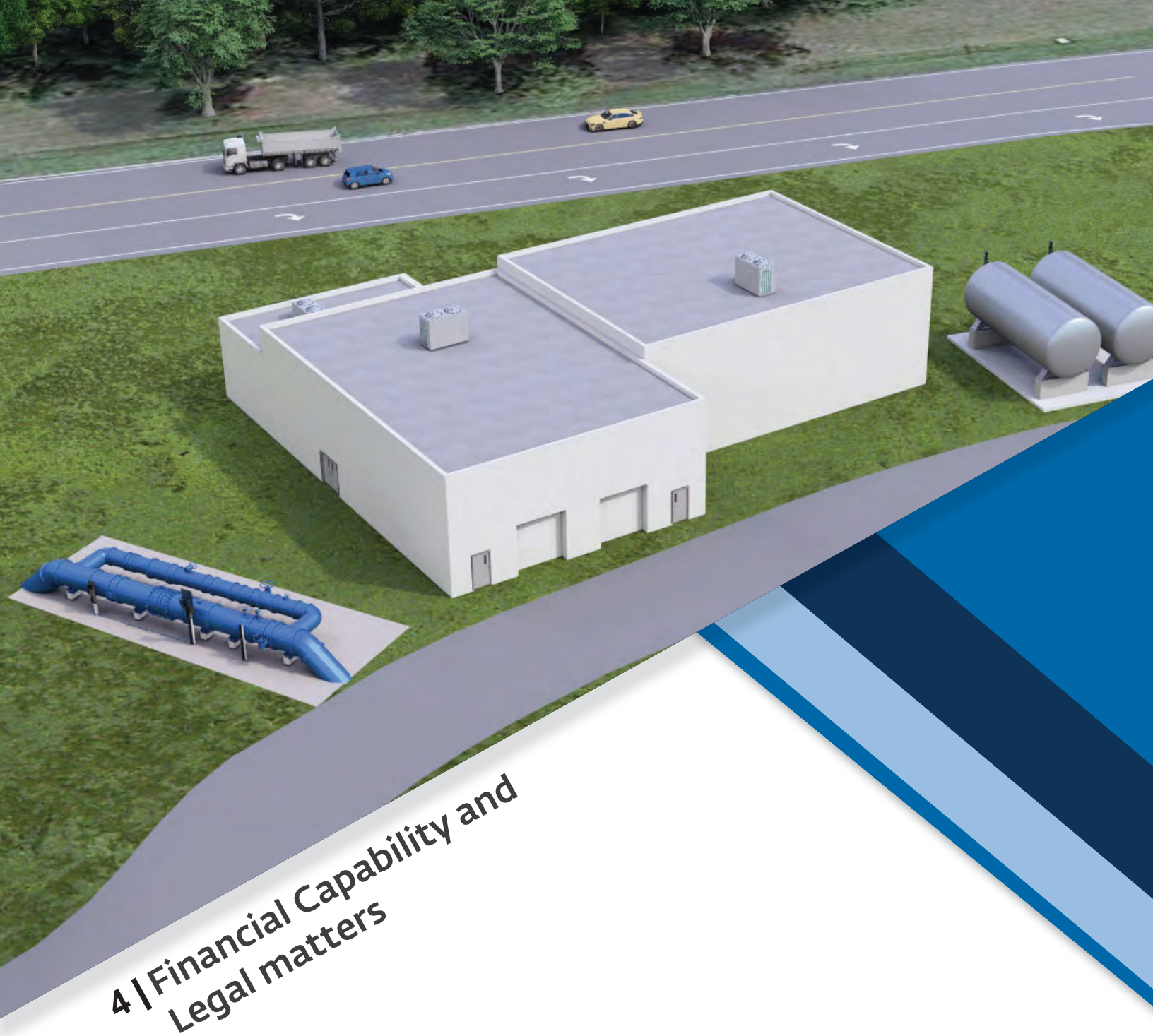
PDB Services for PRF Expansion - Arcadia, FL
Project Schedule By WBS
Peace River Manasota Region Water Supply Authority

HASKELL

HASKELL - Project #6704209

Date	Revision	Check...	Approved
11-Apr-24	1	MW	

Does not count towards maximum page limit



4 | Financial Capability and Legal matters

HASKELL AECOM

Peace River Manasota
Regional Water Supply Authority

Required Forms

R

- Signed Sworn Statement under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- E-Verify Affidavit and Required Evidence
- Reference Forms Can be found in Section 2 and the end of this Section
- ey Personnel Chart Can be found in Section 2
- Qualification Certification | Can be found in Section 2

HASKELL AECOM

Peace River Manasota
Regional Water Supply Authority

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Bryan Bedell, Vice President
(Print individual's name and title)

for The Haskell Company
(Print name of entity submitting sworn statement)

whose business address is 111 Riverside Avenue, Jacksonville, FL 32202

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2387450
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

B Bedell — 4/19/2024

(Signature) (Date)

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of April, 2024 by Bryan Bedell as an Officer of The Haskell Company a Delaware company organized under the laws of the State of _____, on behalf of the company, who is personally known to me or has produced _____ as identification.

LESLIE F HUNT
Notary Public - State of Florida
Commission # HH 371922
My Comm. Expires Mar 9, 2027
Bonded through National Notary Assn.

Notary Public

Leslie F Hunt

Name typed, printed or stamped

My Commission Expires: March 9, 2027

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that The Haskell Company (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of The Haskell Company (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

By Bedell 4/19/2024

Signature Date

Bryan Bedell, Vice President

Print Name

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 19 day of April, 2024 by Bryan Bedell (name of officer or agent, title of officer or agent) of The Haskell Company (name of Consultant company acknowledging), a Delaware (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Leslie F Hunt

Notary Public

LESLIE F HUNT
Notary Public - State of Florida
Commission # HH 371922
My Comm. Expires Mar 9, 2027
Bonded through National Notary Assn.

Leslie F Hunt

Name typed, printed or stamped

My Commission Expires: March 9, 2027

Company ID Number:11815 Client Company ID Number:1714156

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the The Haskell Company (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:
        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   A. Automated verification checks on alien employees by electronic means, and

   B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. The Haskell Company (Employer) hereby designates and appoints Jonathan Minchaca (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer The Haskell Company	
Name (Please Type or Print) Loraine Rice	Title
Signature Electronically Signed	Date July 30, 2021
E-Verify Employer Agent Form I-9 Compliance, LLC	
Name (Please Type or Print) Jonathan Minchaca	Title
Signature Electronically Signed	Date July 30, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 30, 2021

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	The Haskell Company
Company Facility Address	111 Riverside Avenue Jacksonville, FL 32202
Company Alternate Address	111 Riverside Avenue Jacksonville, FL 32202
County or Parish	Duval
Employer Identification Number	59-2387450
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Florida	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Loraine Rice
Phone Number	(904) 791-4752
Fax Number	
Email Address	loraine.rice@haskell.com

REFERENCE FORM [1]

Reference Project Name: New Water Treatment Plant and WRF

Reference Entity/Utility: Town of Davie

Reference Contact Person [2]: Renuka Mohammed, Utilities Director

Reference Address [2]: 6591 Orange Drive, Davie, FL 33314

Reference Email Address [2]: renuka_mohammed@davie-fl.gov

Reference Phone No. [2]: 954.327.3742

Project Delivery Method: Progressive Design-Build

Project Location: Davie, FL

Contractor Firm: AECOM

Contractor Project Manager: Brian Stitt

Engineering Firm: AECOM

Engineer(s) of Record: AECOM

Date Project Commenced: 01/2009

Date of Final Completion: 08/2014

Construction Cost (Budget & Final Costs): $104 Million | $112 Million

Original GMP or Bid: $107 Million Final Cost (including Change Orders): $112 Million

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: AECOM was the prime contractor and design-builder for the unique new 6 MGD (expandable to 10 MGD) brackish WTP coupled with a new 3.5 MGD (expandable to 6 MGD) advanced membrane WWTP – all constructed as one facility. AECOM constructed the plants using 16 trade subcontractors and 23 process equipment suppliers. Over $40 million in design, process equipment procurement, commissioning and general conditions were self-performed by AECOM. The 6 MGD WTP consisted of cartridge filtration, reverse osmosis, degasification and odor control, antiscalant, caustic, and sodium hypochlorite feed systems, cartridge filtration, reverse osmosis, degasification and odor control, antiscalant, caustic, and sodium hypochlorite feed systems, a 6 MG reinforced concrete high service pump station, a 2.5 MG concrete storage tank, five 1,200 feet deep raw water wells and two 3,000 feet deep injection wells; over 13,000 LF of 12 inch to 24 inch raw and finished water distribution pipelines. Two 2,500 KW diesel generators were procured and installed. Permitting and Training: More than 20 permits were obtained including a consumptive use permit, underground injection control permits, site plan permits and a reuse application. AECOM was also responsible for training Davie's operations staff, and for O&M manuals and operating procedures. Differences in Original GMP and Final Cost: The final cost from the original estimate of $104M included a $5M owner-initiated change and $3M of contingency use. Another change order initiated by other owner was for all process equipment (-$25M), done for tax purposes so the owner could take advantage of a tax credit. $1M of contingency was shared at end of project. The project met the required schedule.

(1) This form sheet is an example of the information to be presented; however, the format can be modified for the submittal.

(2) Reference Contact must currently be employed by Entity/Utility with correct contact information

REFERENCE FORM [1]

Reference Project Name: Graham Hill WTP Upgrades

Reference Entity/Utility: City of Santa Cruz Water Dept.

Reference Contact Person [2]: Matt Zeman

Reference Address [2]: 212 Locust Street, Suite A Santa Cruz, CA 95060

Reference Email Address [2]: mzeman@santacruzca.gov

Reference Phone No. [2]: 831.420.5211

Project Delivery Method: Progressive Design-Build

Project Location: Santa Cruz, CA

Contractor Firm: AECOM JV

Contractor Project Manager: Rich Distler, PE (AECOM)

Engineering Firm: AECOM

Engineer(s) of Record: AECOM

Date Project Commenced: 09/2021

Date of Final Completion: Overall Construction Spring 2028

Construction Cost (Budget & Final Costs): $130 Million (est) | Ongoing

Original GMP or Bid: In process Final Cost (including Change Orders): N/A

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: The 20 MGD Graham Hill WTP was built in 1960s and not been significantly upgraded since the 1980s. The City selected an AECOM joint-venture to design and build improvements to address source water quality challenges, operational needs, and future regulatory requirements. Project Challenges. Because of its age, the existing conventional surface WTP was not designed to meet today's expectations for reliability and resiliency, including emerging contaminants, such as PFAS, and the impacts of climate change, intense storm events, wildfires, and the impacts these events have on water quality and supply. The WTP relies upon water from several surface water supplies, including two rivers and a reservoir,r and requires a flexible process to handle differing raw water quality between the sources. Additionally, the plant is located on a small hilltop site among residential neighborhoods. This leaves very little room for improvements to be built so careful sequencing and reuse of existing infrastructure is required. Collaboration to Find the Right Treatment Solution. The AECOM team worked closely with the client and its advisor through many layouts and process trains to arrive at the right solution. Multiple workshops were held on topics such as the use of PAC and pre-ozonation, pre-treatment options (Actiflo, plate settlers and RapidSand), solids handling (belt-filter press vs. centrifuges), ozone systems, and constructability. The upgraded water treatment process will be sized for a maximum capacity of 20 MGD, and will include the flexibility to adapt the treatment process to meet a wide range of potential future regulations. Most areas of the existing main plant will be affected by construction at various times during the project. AECOM has been planning mitigations at each step, collaborating with plant staff.

(1) This form sheet is an example of the information to be presented; however, the format can be modified for the submittal.

(2) Reference Contact must currently be employed by Entity/Utility with correct contact information

REFERENCE FORM (1)

Reference Project Name: Southwest Water Reclamation Facility Upgrades

Reference Entity/Utility: City of St. Petersburg

Reference Contact Person (2): Todd Bosso, PE

Reference Address (2): 5405 Cypress Center Drive, Suite 250, Tampa FL 33609

Reference Email Address (2): tbosso@brwncald.com

Reference Phone No. (2): 813.371.9400

Project Delivery Method: CMAR

Project Location: St. Petersburg, FL

Contractor Firm: Haskell

Contractor Project Manager: Joe Kantor

Engineering Firm: Brown & Caldwell

Engineer(s) of Record: Todd Bosso, PE

Date Project Commenced: 02/2016

Date of Final Completion: 06/2020

Construction Cost (Budget & Final Costs): $110.4 Million *| $121.6 Million* (* Less Indirects)

Original GMP or Bid: $118 Million Final Cost (including Change Orders): $129 Million

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost:
The City of St. Petersburg desired upgrades to its Southwest Water Reclamation Facility (SWWRF) to increase capacity and additionally consolidate the city's biosolids operations at one facility and generate enough biogas to fuel its trash truck fleet. Haskell leveraged its design-build experience and worked with the city's engineers to find ways to expand the plant from 78-mgd to 110-mgd (100 cfs) peak flow capacity. The project was completed in multiple stages: The Biosolids to Energy project included upgrades to the existing aeration tanks, the construction of two new primary clarifiers and ancillary equipment, the addition of two new TPADs with batch tanks, a new digester building, methane gas storage, biogas upgrade system and cooling system, a new ferric system, a primary clarifier influent splitter and diversion box, upgrades to the existing gravity belt thickeners, a new dewatering building, new electrical building and a CHP system, a natural gas generator and engine generator facility, underground piping and all associated equipment. The Capacity Upgrades project included improvements included a 42" headworks bypass, three diesel-driven effluent pumps, and various other improvements to aid in increasing capacity for high flow events. The team also increased plant treatment and hydraulic capacity such as existing headworks improvements, expansion of the existing secondary clarifier splitter box, addition of a fourth secondary clarifier, installation of three secondary effluent disk filters, rehab and replacement of the existing deep bed filters, expansion of existing chlorine contact chamber, replacement of existing effluent transfer pumps, and improvements to three existing and three new deep injection wells. Permitting and Training: Haskell's team supported the City's engineers in obtaining over 30 permits for the project. Our team coordinated inspections and closeout documentation to allow for a seamless transition into owner occupancy and operations. Haskell was responsible for the training of St. Pete's operations staff, and for the provision of O&M manuals and coordinating operating procedures. Explanation of Differences in Original GMP and Final Cost: Client requested modifications for additional improvements to process areas not originally included in the scope of work. These modifications to the scope allowed for additional treatment capacity during wet weather events and revenue potential of wastewater treatment byproducts.

PROGRESSIVE DESIGN-BUILD SERVICES F R T E PEACE R ER FAC L TY E PANS N PR ECT F NAL DES N, PERM TT N , AND C NSTR CT N

REFERENCE FORM [1]

Reference Project Name: JEA Nassau Water Reclamation Facility

Reference Entity/Utility: JEA

Reference Contact Person [2]: Peter Doherty

Reference Address [2]: 225 N. Pearl St., Jacksonville, FL 32202

Reference Email Address [2]: dohep@jea.com

Reference Phone No. [2]: 651.356.5287

Project Delivery Method: CMAR

Project Location: Fernandina Beach, FL

Contractor Firm: Haskell

Contractor Project Manager: John Morrison

Engineering Firm: Hazen & Sawyer

Engineer(s) of Record: Andre A. Dieffenthaller

Date Project Commenced: 10/2019

Date of Final Completion: 04/2025 (est.)

Construction Cost (Budget & Final Costs): $96.4 Million | $104.2 Million

Original GMP or Bid: $105 Million Final Cost (including Change Orders): $114 Million

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: Haskell was selected to oversee the expansion of the Nassau WRF facility. The project encompassed a new headworks for preliminary screening and grit removal, an oxidation ditch for primary treatment and secondary clarifiers to implement a 5-stage Bardenpho process, RAS/WAS systems, Disk Cloth filtration, UV disinfection, Reclaimed Water Storage and Pumping, Chemical Storage and Pumping facilities, and all necessary support structures. Additionally, the project involved the demolition of the existing facility, drainage enhancements, installation of a reclaimed water storage tank, UV disinfection systems, modification of RIBs, construction of a new administration building and maintenance shop, as well as the installation of a sludge holding tank adjacent, to a reject injection well. The project challenge was to maintain an 2MGD active plant, build a 2MGD expansion, all within 15 acres island surrounded between wetlands and rapid infiltration basins. Value Engineering Savings: Haskell recommended value engineering solutions such as the decision to utilize auger cast piles instead of traditional driven piles for foundation support. Auger cast piles offered a faster installation process, reducing construction time while also lowering costs compared to driven piles. Additionally, the team opted for prestressed post-tension tanks for the clarifiers instead of conventional cast-in-place concrete tanks. This alternative construction method not only accelerated the project timeline but also resulted in cost savings due to reduced labor and material expenses. Permitting and Training: Haskell's role was to participate in preconstruction services, early procurement of long lead equipment, and management of the building phase. The development and submission of the dewatering permit, building permits, and the submission of the Notice of Intent (NOI) was required for regulatory compliance. Explanation of Differences in Original GMP and Final Cost: The unforeseen emergence of the pandemic led to a cascade of challenges, including workforce shortages, logistical complications, fluctuating material costs, and regulatory changes, all of which significantly influenced project timelines and expenditures. These compounding factors collectively contributed to the disparity between the initial GMP projections and the eventual costs incurred throughout the duration of the project.

PROGRESSIVE DESIGN-BUILD SERVICES F R T E PEACE R ER FAC L TY E PANS N PR ECT F NAL DES N, PERM TT N , AND C NSTR CT N

Peace River
Manasota
Regional Water Supply Authority

HASKELL AECOM

PCL CONSTRUCTION

Statement of Qualifications

PEACE RIVER FACILITY EXPANSION PROJECT

Final Design, Permitting, and Construction

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

APRIL 22, 2024

CONTENTS

SECTION 1: LETTER OF TRANSMITTAL & DELEGATION OF AUTHORITY 1
- Transmittal Letter 1
- Delegation Letter of Authority 3

SECTION 2: PROGRESSIVE DESIGN-BUILD TEAM QUALIFICATIONS, EXPERIENCE, & SAFETY 6
- Qualifications 6
- Experience 21
- Safety 26

SECTION 3: PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH 31
- Understanding the Project 31
- Overall Project Approach 31
- Approach Attachments 47

SECTION 4: FINANCIAL CAPABILITY AND LEGAL MATTERS 67
- Legal Proceedings and Judgments 67
- Completion of Contracts 67
- Violation of Laws 67
- Debarred from Bidding 67
- Affidavit of Solvency 69
- Financial Strength and Stability 70
- Performance and Payment Bond 71
- Design-Builder Community Representation 78
- Financial Position 78

APPENDIX A: REQUIRED FORMS 80
- Public Entity Crimes 80
- E-Verify Affidavit and Required Evidence 82
- Reference Forms 86
- Key Personnel Chart 90
- Qualification Certification 91

PCL CONSTRUCTION

SECTION 1

LETTER OF TRANSMITTAL & DELEGATION OF AUTHORITY

April 22, 2024

Mike Knowles, PSEC Chair
Peace River Manasota Regional Water Supply
procurement@regionalwater.org

One Team One Goal ZERO Surprises

RE: ONE TEAM, ONE GOAL, ZERO SURPRISES: PROGRESSIVE DESIGN-BUILD SERVICES OF THE PEACE RIVER FACILITY EXPANSION PROJECT

Dear Mr. Knowles and Selection Committee,

With increased growth and development on the horizon, the Peace River Manasota Regional Water Supply Authority (Authority) needs additional water production at the 51-MGD Peace River Water Treatment Facility (PRF). While there are many different, and sometimes competing, interests in how water supply is managed for your member counties, one thing is clear: the ultimate goal is to consistently provide high-quality, reliable water supply through a top-of-the-line facility that incorporates sustainability with best value for your ratepayers.

The Authority needs a trusted progressive design-build (PDB) partner with a project-first mindset to keep all project stakeholders aligned on that one ultimate goal. PCL Construction, Inc. (PCL), one of North America's largest contractors, has teamed with Carollo Engineers, Inc. (Carollo), a leading environmental engineering firm dedicated solely to water and wastewater treatment, to deliver the Peace River Facility Expansion Project. Together, the PCL-Carollo team is fully prepared to serve as your trusted partner for the Peace River Facility Expansion Project.

ONE TEAM, ONE GOAL, ZERO SURPRISES

With four member governments on your Board, your need to deliver this project on time and on budget is especially important. Not only does your funding depend on meeting the schedule, but if more funding is needed, you will have to state your case before the Board. That's why you need a team who can deliver as planned with no surprises to keep you, and the Board, informed and engaged.

With collaboration at the forefront of our approach, the PCL-Carollo team will:

- **Progress the project quickly** with a structured decision-making approach.
- **Improve operations and reduce cost** integrating modularity, reliability, and flexibility into the project's design.
- **Instill confidence with PDB expertise** honed through the successful delivery of over 100 projects as a unified team.

Our schedule is designed for project success. Our plan features early focus groups for the civil, electrical I&C, and process mechanical scopes to fast track design decisions so we can start construction sooner while mitigating impacts of long-lead items. See more on pages 34-35.

The **BEST TEAM**, led by **Aaron Tomita** as your seasoned project manager and supported by **Vinnie Hart**'s expertise in plate settler, chemical feed system, and dual-media filtration design, is ready to provide world-class engineering and strategic planning for your project. With **Doug Eckmann** as our Chief Technical Advisor, who is the only expert who has worked at the PRF since 1986, we are uniquely

PCL Construction, Inc.
1 N Dale Mabry Highway, Suite 300
Tampa, Florida 33609
P: 813-425-1440 F: 813-961-1575 **www.pcl.com**

positioned to efficiently progress your project's design while ensuring the highest quality outcomes. This arrangement offers a focused and valuable partnership to quickly delivery your project at the highest quality. See more on pages 6-20.

The PCL-Carollo team is your proven partner for reliable water design services that minimize upfront capital costs and ongoing O&M costs. Our approach focuses on minimizing the construction schedule and optimizing costs through a transparent, open-book process to achieve a final GMP at 60% design that you can be confident in. We also provide value-add alternatives for treatment configurations with potential cost savings and improved operations and reliability. See how we can deliver what you want, only better, on pages 36-40.

PCL's exceptional record of progressive design-build experience, complemented by our established partnership with Carollo, positions us as the ideal choice for the Authority. Together, our team has already embarked on developing solutions for potential challenges, eagerly anticipating the opportunity to collaborate with the Authority to ensure the project's resounding success.

Sincerely,

Jim Holtje, PE, DBIA
Area Manager | PCL Construction, Inc.

Bob Cushing, PhD, PE
Senior Vice President | Carollo Engineers, Inc.

PCL acknowledges Addendum #1 (dated April 4, 2024) and Addendum #2 (dated April 11, 2024).

A. LEGAL COMPANY NAME AND TYPE	
PCL Construction, Inc. Corporation	**Carollo Engineers, Inc.** S Corporation
B. ADDRESSES	
1 N. Dale Mabry Hwy, Suite 300, Tampa, FL 33609	301 N. Cattleman Road, Suite 302, Sarasota, FL 34232
C. POINTS OF CONTACT	
1. **Aaron Tomita** | 602-309-9714 | atomita@pcl.com 2. **Jim Holtje, PE, DBIA** | 813-239-7464 | jholtje@pcl.com	1. **Bob Cushing, PhD, PE** | 941-504-2874 | bcushing@carollo.com
D. PRINCIPALS, PARTNERS, OR OWNERS	
Richard Hewitt, President and District Manager; Shawn Britton, Secretary/Treasurer	Bob Cushing, Senior Vice President
E. COMPANY HISTORY	
PCL Construction was incorporated in 2005. The PCL family of companies has been in business for 118 years, with 9,700+ employees.	Carollo was established in 1933. Carollo has been in business for 91 years and has 1,400 employees.
F. BUSINESS PHILOSOPHY	
With 28 years together, PCL-Carollo operates as one team, dedicated to implementing innovative water solutions through exceptional project delivery. As industry leaders, we are passionate about securing a more sustainable water future for our clients and communities through collaboration, diversity, and environmental responsibility.	
G. INTEREST IN PROJECT	
PCL-Carollo has spent the past two years working to understand your needs and forming our plan to help you realize your vision. We have reserved capacity specifically for this project and curated a team with the right experience and expertise. With a number of value-add alternatives already developed, we are excited to work with you to find the best solutions and deliver this important project to the benefit of the regions you support.	
H. COMPLIANCE WITH UNIFORM GUIDANCE & DAVIS BACON	
PCL-Carollo will comply with all provisions detailed in 2 C.F.R. Part 200, including Appendix II, and 29 C.F.R Parts 1, 3 and 5, as listed in the RFQ. We have experience with these requirements and programs to maintain compliance.	

CONSTRUCTION

TOGETHER WE BUILD SUCCESS

March 22, 2024

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: Delegation of Authority | Request for Statements of Qualifications for Progressive Design-Build Services of the Peace River Facility Expansion Project - Final Design, Permitting, And Construction

To Whom it May Concern:

This Delegation of Authority letter serves to confirm that **Jim Holtje, Area Manager** is authorized to sign all contract documents related to this project on behalf of PCL Construction, Inc.

Yours truly,

PCL Construction, Inc.

Shawn Britton
Secretary/Treasurer

PCL Construction, Inc.
1711 W. Greentree Drive, Suite 201
Tempe, AZ 85284
P: 480-489-6333 F: 480-829-8252 **www.pcl.com**

2795 Mitchell Drive
Walnut Creek, California 94598
P 925-932-1710
carollo.com

April 22, 2024

Mike Coates
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Subject: Delegation of Authority for Progressive Design-Build Services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction

Dear Mr. Coates:

This is to certify that by corporate policy approved by the Board of Directors on February 7, 2011, Dr. Robert Cushing, Senior Vice President, is authorized to execute engineering service agreements for the usual and customary engineering business of the company.

Sincerely,
CAROLLO ENGINEERS, INC.

Michael W. Barnes
Corporate Secretary & General Counsel

PCL CONSTRUCTION

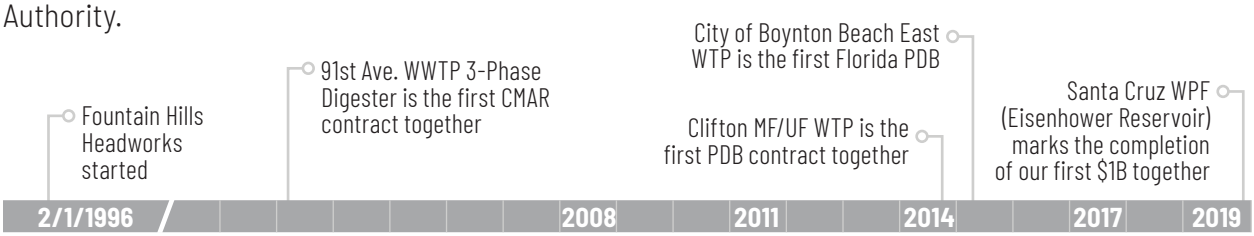
SECTION 2

PROGRESSIVE DESIGN-BUILD TEAM QUALIFICATIONS, EXPERIENCE, & SAFETY

Qualifications

CELEBRATING 28 YEARS OF WORKING TOGETHER

The PCL–Carollo Team brings a long history of working together: we have delivered over $22 billion in collaborative delivery projects, including over $1.6 billion in Florida alone. PCL has completed over $11 billion in GMP-based and PDB projects. This history of collaboration has eliminated the learning curve and achieved integration at a high level, which results in efficient delivery and schedule for the Authority.



PCL–CAROLLO

BY THE NUMBERS

We have completed

100+

projects together totaling

$1.6B+

38

water projects with a total value of $685M

47

collaborative delivery projects with a total value of $634M

24

awards received by PCL and Carollo

5

DBIA awards

The PCL/Carollo Team understands that while abundant resources, technical expertise, and advanced project controls enhance performance, they alone do not guarantee success. True success demands an integrated team fully aligned with project objectives and committed to delivering top-tier products and services for the Authority.

We deliberately curated our team, including members currently involved in your Surface Water Treatment Plant and those with extensive experience dating back to 1996. This ensures that we not only meet but exceed expectations in project delivery, while seamlessly integrating institutional knowledge for the future benefit of the plant.

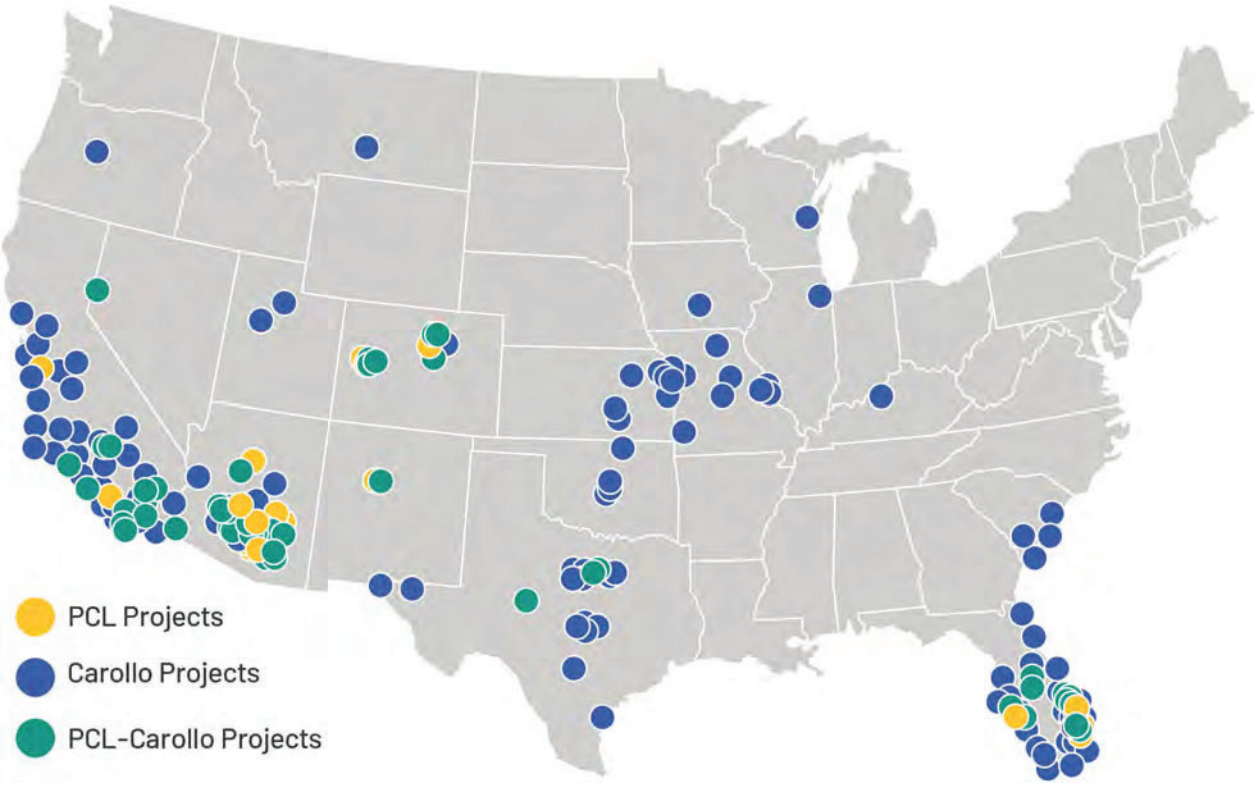
We eagerly anticipate collaborating with you, facing challenges alongside one another, and taking direct responsibility for the outcomes at each interim milestone of this next chapter. **TOGETHER, WE WILL SUCCEED.**

> *"With a commitment to delivering your project within budget and on an expedited timeline, our team ensures robust solutions for both capital costs and the facility's lifecycle. Our assurance stems from our deliberate allocation of resources, making your project a focal point of our strategic vision.*

JIM HOLTJE, PE, DBIA
PCL PRINCIPAL-IN-CHARGE

TEAM EXPERIENCE

The PCL-Carollo Team offers 800+ years of combined experience designing and constructing water infrastructure in the U.S. from coast to coast. Carollo has provided comprehensive design services on over 200 water treatment projects, while PCL has built over $1.6 billion in water infrastructure, with treatment plants ranging from 2.25 MGD to 315 MGD. As shown on the map below, the majority of PCL's projects have been completed in partnership with Carollo. This national experience together brings the Authority a highly experienced team with unmatched collaboration to deliver your state-of-the-art facility.



WTPs with capacity up to **315 MGD**

$947M+ total WTP value

$22B completed collaborative delivery

45 completed collaborative delivery projects in Florida

Our extensive design-build experience means the PCL-Carollo Team has overseen the successful integration of engineering and operations contract services on hundreds of collaborative delivery projects, including progressive design-builds. These projects involve partnering with owners, operations staff, designers, subconsultants, and subcontractors.

Since 1996, the PCL-Carollo Team has completed 47 water and wastewater treatment and conveyance projects via collaborative delivery methods. This enduring partnership has proven so effective that we've continued to collaborate on all of our latest projects, some of which are listed below.

Our team's proficiency will enable the Authority to fully capitalize on the opportunities presented by Progressive Design-Build, all while bringing your vision for the Peace River Facility to fruition.

PCL-Carollo Projects

Bustamante WWTP Upgrades CMAR

Value: $585M
Location: El Paso, Texas

Advanced Water Purification Facility CMAR

Value: $602M
Location: El Paso, Texas

Riverside Regional WQC Plant Ph. 1 Expansion

Value: $198.5M
Location: Riverside, California

Baker Water Treatment Plant

Value: $80M
Location: Lake Forest, California

Lake Manatee Water Treatment Plant Upgrade

Value: $51.9M
Location: Bradenton, Florida

Ak-Chin Surface Water Treatment Plant Expansion

Value: $47.4M
Location: Maricopa, Arizona

Legal Names of PDB Team Members

PCL CONSTRUCTION, INC.
Prime Contractor
Aaron Tomita
1 North Dale Mabry Highway, Suite 300
Tampa, Florida 33609
602-309-9714 | atomita@pcl.com

CAROLLO ENGINEERS, INC.
Design Engineer
Bob Cushing, PhD, PE
301 North Cattleman Road, Suite 302
Sarasota, Florida 34232:
941-504-2874 | bcushing@carollo.com

KIMLEY-HORN
Engineer
Doug Eckmann PE, BCEE, DWRE
1514 Broadway, Suite 301,
Fort Myers, Florida 33901
941-374-1010
Douglas.Eckmann@kimley-horn.com

TIERRA, INC.
Geotechnical and Foundation Design
Kevin Scott, PE
7351 Temple Terrace Highway
Tampa, Florida 33637
813-989-1354
kscott@tierraeng.com

HYATT SURVEY
Survey and SUE
Russell P. Hyatt, PSM
2012 Lena Road
Bradenton, Florida 34211
941-748-4693
Russell@hyattsurvey.com

EARTH BALANCE
Environmental
Sarah J. Laroque, MBA, PMP
2570 Commerce Pkwy
North Port, Florida 34289
941-426-7878
slaroque@earthbalance.com

ADS ENGINEERING PLLC
Environmental
Aleksandar Stojanovic, PE
4701 N Federal HWY 390
Pompano Beach, Florida 33064
954-415-7378
astojanovic@adsengineeringinc.com

Licenses and the Attachment B Qualification Certification are provided at the end of Section 2.

MINIMUM COMPLIANCE WITH SECTION 287.055(2)(H), FLORIDA STATUTES

As evidenced by the licenses provided at the end of this section, the PCL-Carollo Team meets the definition of a design-build firm. PCL, a Florida registered general contractor, has partnered with Carollo, a Florida registered and certified professional engineering firm.

ORGANIZATIONAL CHART

One Team One Goal **>>** ***ZERO Surprises***

The Authority's goal is to consistently provide high-quality, reliable water supply to the Region—we have committed the right local people with relevant award-winning experience, technical knowledge, and familiarity with your plant and member governments to meet each of your critical project objectives.

For more than 28 years, the PCL-Carollo team has worked together on collaborative delivery water / wastewater projects across the US. This history means we operate as **ONE TEAM**, and we keep our key personnel engaged and collaborating throughout all phases of the project. Our team will implement strategies to meet your schedule, find ways to save you money, and develop the best design solutions to meet your operational goals.

Our team is led by **Aaron Tomita**, your single point of contact. His well established relationships with our team members will translate with the Authority to streamlined communication, faster decision-making, and effective conflict resolution.

To help our team hit the ground running and keep the design progressing, we have appointed **Dough Eckmann** as our **Chief Technical Advisor**. Doug has spent most of his career working at the PRF, continuously collaborating with the Authority on the various upgrades and improvements on the plant since 1996. You are getting **an expert not just in water treatment but in water treatment for YOUR facility**—his background knowledge can't be beat as he is the ONLY expert with this much plant history.

Attachment A: Key Personnel and Reference Project Table is provided on page 21 and in the Appendix.

DESIGN SUPPORT TEAM

Jen Nyfennegger, PhD, PE | *Project Engineer*
Erica Stone, PhD, PE | *Process Mechanical*
Ed Wicklein, PE | *CFD Hydraulic Analysis*
Dharmin Desai, PE | *Civil*
Kellie Clark, PE | *Stormwater*
Sina Ebrahimi, PE | *Site Development/Permitting*
Laura Baumberger, PE | *Permitting*
Chad Green, PE | *HVAC*
Alex Stojanovic, PE | *Electrical*
Milan Gerdijan, PE | *SCADA / I&C*
Vanessa Negron-Vieira, PE | *Structural*

PRECONSTRUCTION SUPPORT TEAM

Russ Humphries | *Lead Estimator and Scheduler*
Todd Palmatier, CGC | *VE / Constructability Reviews*
John Kulesa | *VE / Constructability Reviews*
Lyle Munce, PE | *VE / Constructability Reviews*
Andrew Hogan, ENV SP | *QA/QC*
Bob Ortiz, PE | *QA/QC*

CONSTRUCTION SUPPORT TEAM

Bob Major | *Superintendent*
Blake Anderson | *Superintendent*
Chris Smith | *Superintendent*
Eric Winders, CSP | *Safety Manager*
Ben Armel | *Start-Up & Commissioning*
Vinnie Hart, PE, ENV SP | *Start-Up & Commissioning*

SUB-CONSULTANT SUPPORT

Kimley-Horn | *Technical Advisor*
ADS Engineering | *Electrical*
Hyatt Survey | *Surveying and SUE*
Tierra Engineering | *Geotechnical*
EarthBalance | *Environmental*

Key Personnel

AARON TOMITA

DESIGN-BUILD PROJECT MANAGER

PCL CONSTRUCTION

Aaron will use his PDB experience to seamlessly integrate all project elements. As your main daily contact, he holds full decision-making authority, delegated by our PIC, Jim Holtje, ensuring decisions are prompt and aligned with project goals. This approach is designed to enhance communication and project success, directly supporting your objectives.

TAMPA, Florida

25
YEARS OF EXPERIENCE

EDUCATIONAL BACKGROUND

BS, Construction Management Engineering Technology, Northern Arizona University

- From large collaborative projects to job order contracts, Aaron's ability to work **ONE-ON-ONE** with clients and develop relationships built on **TRUST** has led to his effective program management
- 25 years civil construction with **20** managing **WATER AND WASTEWATER TREATMENT** projects
- Managed over **$1B** in **COLLABORATIVE DELIVERY** projects

RELEVANT PROJECT EXPERIENCE

Aaron manages budgets, schedules, submittals, material procurement, and pay applications; coordinates with subcontractors and vendors; supervises self-performed work; and implements quality control and safety plans.

Glendale Cholla WTP Process Improvements and Booster Pump Station Improvements CMAR, Glendale, Arizona. *Project Manager.* Upgrades and improvements 30-MGD WTP to optimize treatment process, and upgraded two, 10-MG reservoirs.

Tampa Bay Water Regional Facility Pump Station Expansion, Tampa, Florida. *Operations Manger.* Replaced unused 10-MGD (600 hp) jockey pump with new 24-MGD (2,000 HP) split case pump.

Manatee County Lake Manatee WTP Filter Upgrade, Bradenton, Florida. *Operations Manager.* Replaced existing water filtration system with advanced technology and retrofitted existing filter building with UF membrane trains.

Complete Projects in Arizona:

- Chapparral WTP New 30-MGD Plant. Project Engineer
- RCIP Expansion – New 80-MGD GAC Filtration Plant. Assistant Project Manager
- CAP WTP Expansion - 20-MGD Process Expansion. Assistant Project Manager

"I have been very happy with the work performed by Aaron on the Cholla WTP project and his efforts to think outside the box to develop cost-effective alternatives that meet our project needs."

RON SERIO
DEPUTY WATER SERVICES
CITY OF GLENDALE

JIM HOLTJE, PE, DBIA

PRINCIPAL-IN-CHARGE

PCL CONSTRUCTION

Jim will ensure timely, high-quality project completion, delivered efficiently while leveraging the best resources in the industry.

TAMPA, Florida

20
YEARS OF EXPERIENCE

LICENSE / CERTIFICATION
Professional Engineer Florida | DBIA Certified | GC Qualifier in VA, NC, SC, TN, LA

EDUCATIONAL BACKGROUND
BS, Civil Engineering with an emphasis on Construction Management, University of Florida

- **5+ YEARS** leading **PCL-CAROLLO COLLABORATION** efforts
- **50+ COLLABORATIVE DELIVERY** projects
- **LEADS** all PCL's **WATER AND WASTEWATER** infrastructure projects in the **SOUTHEAST UNITED STATES**
- **LARGE, COMPLEX, SCHEDULE-SENSITIVE** project management experience similar in size to PRF Expansion

RELEVANT PROJECT EXPERIENCE

Lake Manatee WTP Filter Upgrade, Bradenton, Florida. *Construction Manager.* Replaced existing water filtration system with advanced technology. Included retrofitting existing filter building with ultrafiltration membrane trains, including air scour blowers, compressed air system, clean-in-place system, and chemical storage. **WITH CAROLLO**

Cosme Water Treatment Plant Operational and SCADA Improvements PDB, Odessa, Florida. *Principal-in-Charge.* Construction of new and upgraded facilities, high-service pumps, piping, valves, generators, electrical infrastructure and gear, and SCADA improvements.

Tampa Bay Water Southern Hillsborough County Supply Expansion – Brandon Booster Pump Station CMAR, Brandon, Florida. *Principal-in-Charge.* New, in-line, booster pump station and two new 36-inch pipelines to supply additional 5-7 MGD of water. Installed five 250-HP horizontal split case pumps and associated electrical, valves, and piping. Replaced vertical turbine pump with a well and new pressure-release valve.

Norwood-Oeffler WTP Rehabilitation PDB. *Principal-in-Charge.* Upgraded clear well structure, new HSPS, new 5-MG ground water storage tank, storage building, warehouse, and plant-wide upgrades to electrical, I&C, and SCADA systems. **WITH CAROLLO**

GT Lohmeyer WWTP Oxygen Generation Facility Design-Build, Fort Lauderdale, Florida. *Principal-in-Charge.* New vacuum pressure swing adsorption (VPSA) oxygen 40-ton per day VPSA system, cast-in-place concrete, CMU walls, double-tee roof, equipment location, interconnect piping, duct banks, electrical infrastructure, and I&C, and integration.

ROBERT S. CUSHING, PHD, PE, BCEE

PROJECT QUALITY MANAGER

Bob will establish quality procedures, maintain quality plan, conduct independent peer reviews and quality checks, and lead internal QC workshops.

SARASOTA, Florida

40
YEARS OF EXPERIENCE

LICENSE
Professional Engineer
Florida

EDUCATIONAL BACKGROUND
PhD Civil Engineering, and MS Civil Engineering, University of Texas, Austin | BS Petroleum Engineering, University of Texas, Austin

- PRMRWSA and member counties: extensive history of delivery, served in similar role for **5 PRMRWSA** and **OVER 50 MEMBER COUNTY** projects
- **4 PROJECTS COMPLETED WITH PCL**
- Hands-on project delivery experience on **WATER TREATMENT FACILITIES** serving in the same role with the **SAME KEY TEAM MEMBERS**
- **16 DESIGN-BUILD PROJECTS**

RELEVANT PROJECT EXPERIENCE

PRMRWSA, Integrated Regional Water Supply Plan, Florida. *Principal-in-Charge / Quality Control.* Maintenance and optimization plan for facilities through 2045 bringing big-picture understanding of the future of Authority facilities.

PRMRWSA, Brackish Groundwater Well Field, and RO Facility – Preliminary Design Review and 30% Design, Florida. *Principal-in-Charge / Quality Control.* Design of new well field, reverse osmosis RO treatment facility, injection wells, and piping providing understanding and insights into the current and future PRF layout and operations.

PRMRWSA, ASR Well System Modifications, Florida. *Principal-in-Charge / Quality Control.* Modifications to improve facility piping and chemical storage and feed systems enhancing operational flexibility and reliability.

MIEX System, City of Boynton Beach, Florida. *Quality Control.* New organics removal MIEX system for Western Wellfield water included plate settlers and provides cost-effective water quality improvement. **WITH PCL**

54-MGD Ultrafiltration (UF) Lake Manatee Water Treatment Plant, Manatee County, Florida. *Principal-in-Charge / Quality Control.* Retrofit of media filters at the plant enhancing capacity and water quality. **WITH PCL**

David L Tippin WTF (DLTWTF) Master Plan Design-Build, City of Tampa, Florida. *Quality Control.* Assessment of rehabilitation and improvement needs at an 82-MGD WTP providing the road map for current and future improvements.

DOUG ECKMANN, PE, BCEE, DWRE, F. ASCE

CHIEF TECHNICAL ADVISOR

Kimley»Horn

Doug will be responsible for design review.

FORT MYERS, Florida

40
YEARS OF EXPERIENCE

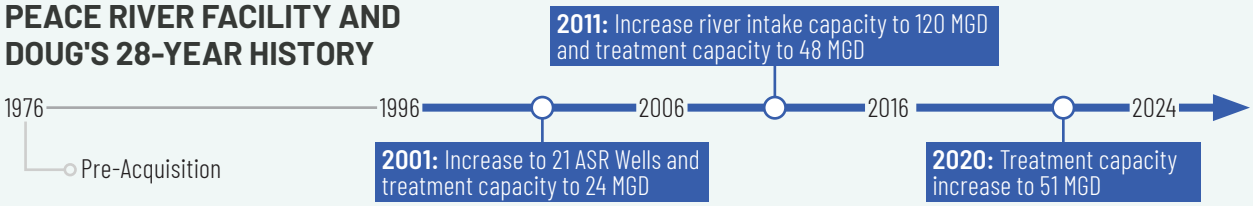
LICENSE/CERTIFICATION
Professional Engineer Florida | Board Certified Environmental Engineer | Board Certified Water Resource Engineer | Fellow, ASCE

EDUCATIONAL BACKGROUND
BS, Mechanical Engineering, Northwestern University | MBA, Economics, St. Edwards University

We have THE EXPERT with the MOST history at your PRF!

- **COLLABORATED CONTINUOUSLY** with the **PRMRWSA SINCE 1996**
- Served as the Consultant's PM on the **PRO 12 MGD EXPANSION AND THE 24 MGD REP**, served as PIC for the **FILTER COVERS** project, Consultant PM on the **PHASE 2B2C ROUTING STUDY**, and PQM on **PDB** of the Phase **2B INTERCONNECT**
- Part of the award winning team for several PRMRWSA project awards, most recently **AAEES HONOR AWARD PHASE 2B/2C FEASIBILITY ROUTING STUDY IN 2024**

PEACE RIVER FACILITY AND DOUG'S 28-YEAR HISTORY



RELEVANT PROJECT EXPERIENCE

Lake Manatee WTP Alum Sludge Dewatering Complex PDB, Manatee County, Florida. *Design Manager.* New facility with alum sludge thickening, blending, mechanical dewatering centrifuges and water recycle system. **WITH PCL**

PRASA, Jayuya Urbano Water Filtration Plant Rehabilitation, Jayuya, Puerto Rico. *Project Quality Manager / Technical Advisor.* Upgrade and facility expansion for highly variable river water quality treated with ceramic membranes.

PRMRWSA, Phase 2B Interconnect PDB, Florida. *Project Quality Manager / Technical Advisor.* Kimley-Horn was Design-Consultant on 13 miles of 42-inch transmission main at Myakka crossing.

PRASA, Humacao Water Filtration Plant Rehabilitation, Humacao, Puerto Rico. *Project Quality Manager / Technical Advisor.* Upgrade and expansion, pilot testing of ceramic membrane filtration to confirm selection of membrane filtration over conventional dual media. New pretreatment, grit removal, screening facility, filter building, and backwash recovery system.

SANDEEP SETHI, PHD, PE

DESIGN MANAGER

Sandeep will establish project criteria, daily leadership of design team, coordination with disciplines and subconsultants, integrate design with existing facilities.

TAMPA, Florida

33 YEARS EXPERIENCE

LICENSE
Professional Engineer Florida

EDUCATIONAL BACKGROUND
PhD Environmental Science and Engineering, Rice University | MS Environmental Science and Engineering, Rice University | BS Civil Engineering, Birla Institute of Technology and Science, India

Sandeep will build on current success managing design of the Peace River Facility RO project.

- On-site managing **PRMRWSA BRACKISH GROUNDWATER WELL FIELD AND RO FACILITY**
- **30+ FLORIDA WATER TREATMENT** projects
- **MULTIPLE COMPLETED PROJECTS WITH PCL**

RELEVANT PROJECT EXPERIENCE

PRMRWSA, Brackish Groundwater Well Field and RO Facility, Florida. *Project Manager.* Phase 1 included preliminary design review and 30% design services for a new raw groundwater well field, reverse osmosis treatment facility, concentrate injection wells and piping.

54-MGD Ultrafiltration Retrofit of Media Filters, Lake Manatee WTP, Manatee County, Florida. *Project Manager.* Design and construction services of $50M project that, at the time, represented the largest MF/UF retrofit in US and Florida's largest low-pressure membrane facility. **WITH PCL**

Basis of Design and Preliminary Design for Norwood-Oeffler WTP PDB, City of North Miami Beach, Florida. *Project Engineer.* Development of the basis of design and preliminary design report for the water treatment plant rehabilitation. **WITH PCL**

David L. Tippin WTF Master Plan DB, City of Tampa, Florida. *Project Engineer.* Assessment of needs for the rehabilitation and improvement projects at an 82-MGD facility.

Optimized Operations Study for 25-MGD, Seawater Reverse Osmosis (RO) Desalination Facility, Tampa Bay Water, Florida. *Project Manager.* Optimization was to minimize electrical and chemical costs for varying production rates.

Treatability Study, Sarasota County, Florida. *Project Manager.* Treatability analysis for a new, 15-MGD ultimate capacity, water supply. Development and analysis of treatment and integration alternatives for surface water and groundwater sources, including water quality evaluations, desktop study, and bench- and pilot-scale testing.

VINNIE HART, PE, LEED AP, ENV SP

PROCESS LEAD DESIGNER

Vinnie will provide process and technology evaluations, water quality analysis, process design, and startup assistance.

TAMPA, Florida

32
YEARS OF EXPERIENCE

LICENSE
Professional Engineer
Florida

EDUCATIONAL BACKGROUND
MS Environmental Engineering, Virginia Polytechnic Institute and State University | BS EnvironmentalEngineering, Syracuse University

- **6 PROJECTS COMPLETED WITH PCL**
- **13** projects with parallel **PLATE INSTALLATIONS**
- **8** projects with **DUAL MEDIA FILTRATION** and **SELF-BACKWASHING FILTERS**
- **100+ CHEMICAL FEED SYSTEMS** and co-author of AWWA/ASCE guidance on chemical feed
- **12 COLLABORATIVE DELIVERY** projects, including **8 PDB**

RELEVANT PROJECT EXPERIENCE

Edward W. Bailey Southern Delivery System WTP and Pump Station Design-Build, Colorado Springs Utilities, Colorado. *Process Design Manager.* Enhanced conventional treatment facility with deep bed filters and parallel plates. Required 13 design features to allow plant turndown to enable the 50-MGD plant to run at 5 MGD indefinitely.

Boynton Beach East Water Treatment Plant Improvements PDB, City of Boynton Beach, Florida. *Process Advisor.* 16-MGD facility is one of the few magnetic ion exchange installations that uses plates instead of tubes. **WITH PCL**

Metro Government of Nashville and Davidson County, Tennessee, K.R. Harrington and Omohundro Water Treatment Plants CMAR Upgrade. *Process Advisor.* Flocculation and parallel plates for 158- and 126-MGD facilities, as well as GAC adsorption facilities at both plants.

Clifton WTP Expansion PDB, Colorado. *Process Design Manager.* $15M project that converted existing decommissioned pretreatment facility into a new ultrafiltration (UF) facility. **WITH PCL**

Draper WTP Expansion to 150 MGD, City of Oklahoma City, Oklahoma. *Process Engineer.* Powdered activated carbon contact basin at the front of the plant and included a sparging system to make sure the PAC remained in suspension even at low plant flowrates.

Northeast Water Purification Plant 320-MGD Design-Build Expansion, City of Houston, Texas. *Pretreatment Process Lead as Owner's Advisor.* Responsible for pretreatment process and establishing plate loading rate. Based on piloting and data gathering from other utilities, established significantly lower loading rate, resulting in approximately $60M savings.

TODD PALMATIER, CGC

CONSTRUCTION MANAGER

PCL CONSTRUCTION

Todd will assist Aaron during the design and preconstruction phase. During construction, he will be the field leader responsible for safety, quality, schedule, and budget.

TAMPA, Florida

26
YEARS OF EXPERIENCE

LICENSE / CERTIFICATION
Certified General Contractor

EDUCATIONAL BACKGROUND
BS, Civil Engineering Technology, Rochester Institute of Technology
Associate of Applied Sciences, SUNY at Delhi

- **100%** of projects with **ZERO LOST TIME INCIDENTS** in **10 YEARS**
- **$278M COLLABORATIVE DELIVERY PROJECTS**
- **3 COLLABORATIVE DELIVERY** projects with **CAROLLO** in 10 years
- Substantial **MOPO** experience with projects at existing facilities

RELEVANT PROJECT EXPERIENCE

Boynton Beach East WTP Improvements PDB, Boynton Beach, Florida. *Construction Manager.* 24-MGD plant with state-of-the art magnetic ion exchange (MIEX) to pre-treat water from multiple raw water wells by connecting to existing 36-inch raw main. Constructed two concrete contactors for 18, 2-3 HP mixers, airlift pumps, FRP resin tanks, weir gates (effluent and influent), and instruments to monitor water turbidity and levels. Constructed two MIEX regeneration skids and saturated brine tank. **WITH CAROLLO**

South Central Regional WWTP Blower and Efficiency Upgrades, 24 - 36 MGD, PDB, Delray Beach, Florida. *Construction Manager.* Hydraulic improvements to increase water depth with CIP concrete, saw-cutting new openings, FRP baffle walls to create selector zones, and new submersible mixers. Aeration improvements with grit removal, new fine bubble diffusers, blowers, and modulation, and an automated control system for air supply to basins. **WITH CAROLLO**

Miami-Dade Central District Oxygen Generation WWTP Design-Build, Miami, Florida. *Construction Manager.* Included electrical, instrumentation and controls; site and civil work; process mechanical; architectural; structural; plumbing; HVAC; and fire protection.

GT Lohmeyer WWTP Oxygen Generation Facility Design-Build, Fort Lauderdale, Florida. *Construction Manager.* New vacuum pressure swing adsorption (VPSA) oxygen 40-ton per day VPSA system, cast-in-place concrete, CMU walls, double-tee roof, equipment location, interconnect piping, duct banks, electrical infrastructure, and I&C, and integration.

WATER 2002 Norwood WTP Rehabilitation PDB, North Miami Beach, Florida. *Construction Manager.* Upgraded clear well structure, new HSPS, new 5-MG ground water storage tank, storage building, warehouse, and plant-wide upgrades to electrical, instrumentation, control, and SCADA systems. **WITH CAROLLO**

CRAIG YAKUBOW

PRECONSTRUCTION MANAGER

PCL CONSTRUCTION

Craig ensures cost savings and accelerates timelines by leading preconstruction planning and engineering, employing value analysis and real-time pricing to optimize PCL's projects. His proactive coordination with the Authority bolsters constructability, delivers value and supports effective procurement, setting a strong foundation to keep your project on schedule from the start.

27
YEARS OF EXPERIENCE

TAMPA, Florida

EDUCATIONAL BACKGROUND
BS, Mechanical Engineering, University of Alberta, Edmonton

- **50 COLLABORATIVE DELIVERY** projects with **CAROLLO** in 20 years
- **12+ YEARS** leading all estimating and preconstruction services for all of PCL's **WATER AND WASTEWATER** projects
- Cuts Costs, Saves Time: **PRECISION PLANNING IN PRECONSTRUCTION**

RELEVANT PROJECT EXPERIENCE

Boynton Beach East WTP Improvements PDB, Boynton Beach, Florida. *Preconstruction Manager.* 24-MGD plant with state-of-the art magnetic ion exchange (MIEX) to pre-treat water from multiple raw water wells by connecting to existing 36-inch raw main. Constructed two concrete contactors for 18, 2-3 HP mixers, airlift pumps, FRP resin tanks, weir gates (effluent and influent), and instruments to monitor water turbidity and levels. Constructed two MIEX regeneration skids and saturated brine tank. **WITH CAROLLO**

Gilbert North WTP 70-MGD Expansion CMAR, Gilbert, Arizona. *Preconstruction Manager.* Pretreatment, sand ballasted flocculation, ozone treatment, sand filters, GAC, and HSPS. Constructability review, value alternative analysis, and real time price estimating. Focused analysis on best technical treatment to allow flexibility for alternate source water impacts, site layout, and reuse/re-purpose of existing facilities. Detailed analysis of site layout provided opportunity to relocate and early construct new residuals solids facility allowing Owner to expedite decommissioning of existing sludge drying beds and allow construction of new process train. **WITH CAROLLO**

Lake Manatee WTP Filter Upgrade, Bradenton, Florida. *Preconstruction Manager.* Replaced existing water filtration system with advanced technology. Retrofitted existing filter building with UF membrane trains, with air scour blowers, a compressed air system, a clean-in-place system, and chemical storage. **WITH CAROLLO**

El Paso Advanced Water Purification Facility (AWPF) CMAR, El Paso, Texas. *Preconstruction Manger.* $585M project first direct-to-distribution potable reuse project at AWPF, designed to treat 10 MGD of effluent from the Roberto Bustamante WWTP. **WITH CAROLLO**

ERIC NASH, ENV SP

GMP DEVELOPMENT

PCL CONSTRUCTION

Eric will assist managing the preconstruction process to ensure cost certainty from 30% design through GMP development. When it comes to cost certainty, Eric delivers.

TAMPA, Florida

18
YEARS OF EXPERIENCE

CERTIFICATIONS
Envision Sustainability Professional (ENV SP)

EDUCATION
BS, Civil Engineering, University of Central Florida

- Delivered **77 GMPS** with **NO OFF-RAMPS** along the way and has the experience to guide your GMP to Board approval
- Currently teaming with **CAROLLO** on **2 DESIGN-BUILD PROJECTS**
- **12 RECENT COLLABORATIVE DELIVERY** projects, with **6 PDB**
- Benefit to the Authority with many different **GMP** types and preferences implemented **THROUGHOUT THE SOUTHEAST**

RELEVANT EXPERIENCE

Cosme Water Treatment Plant Operational and Scada Improvements PDB St. Petersburg, Florida. *Preconstruction Manager.* Assisting multiple phased GMP development to facilitate City reaching FEMA grant deadlines for additional funding. Included new 7,700 SF Emergency Operations Center with generator backup, new high-service vertical turbine pumps, chemical storage and pumping facility, electrical building and infrastructure improvements, site drainage, asphalt, and SCADA.

Lake Manatee WTP Alum Sludge Dewatering PDB, Manatee County, Florida. *Preconstruction Manager.* New dewatering facility using decant centrifuge technology combined with pre-thickening of settled sludge with capacity for processing peak flow of 46 MGD raw water. **WITH KIMLEY-HORN**

Norwood WTP Facility Improvements PDB, North Miami Beach, Florida. *Preconstruction Manager.* This lime softening rehabilitation project was designed to extend the life of the plant for 20 years. Plant's treatment capacity is 41 MGD which provides potable water service to more than 180,000 residents with daily demand of about 20 MGD. Performed a treatment screening evaluation to help owner make better decisions for new technologies offered during the RFQ as a potential new pellet softening system to replace the existing treatment process.

Tampa Bay Water Southern Hillsborough County Supply Expansion – Brandon Booster Pump Station CMAR, Brandon, Florida. *Preconstruction Manager.* Design, permitting, and construction of new, in-line, booster pump station and two new 36-inch pipelines to supply additional 5-7 MGD of water to Hillsborough County's Lithia WTP. Installed approximately five 250-HP horizontal split case pumps and associated electrical, valves, and piping, and replaced a vertical turbine pump with a well and a new pressure-release valve.

DANIEL MILLER, ENV SP

START-UP AND COMMISSIONING MANAGER

PCL CONSTRUCTION

Dan will be involved Day 1 of the design to implement lessons learned from previous startups to facilitate a smooth plant startup operation. His commitment is proven through his nationwide leadership, including recent work on the Lake Manatee WTP Filter Upgrade. Dan's willingness to travel underscores his dedication to the success of the PRF Expansion.

30
YEARS OF EXPERIENCE

TEMPE, Arizona

CERTIFICATION
Envision Sustainability Professional (ENV SP)

EDUCATION
BS, Construction Management and Engineering, Arizona State University

- Led **40** individual project **STARTUP AND COMMISSIONING OPERATIONS** for PCL
- Led **$52M** Lake Manatee WTP and **$198M** Riverside Regional Water Quality Control Plant.
- **THREE FLORIDA** projects **RECENTLY COMMISSIONED** in Bradenton, Palm Harbor, and Boynton Beach **WITH CAROLLO**

RELEVANT EXPERIENCE

Boynton Beach East WTP Improvements PDB, Boynton Beach, Florida. *Start-up and Commissioning.* 24-MGD plant with state-of-the art magnetic ion exchange (MIEX) to pre-treat water from multiple raw water wells by connecting to existing 36-inch raw main. Constructed two concrete contactors for 18, 2-3 HP mixers, airlift pumps, FRP resin tanks, weir gates (effluent and influent), and instruments to monitor water turbidity and levels. Constructed two MIEX regeneration skids and saturated brine tank. **WITH CAROLLO**

WWTP Ammonia Treatment and Biosolids Dewatering Improvements PDB, Longmont, Colorado. *Start-up and Commissioning.* Improvements for new ammonia limits set by Dept. of Public Health and Environment. Included secondary clarifier, aeration basin, RAS/WAS PS, and maintenance building. Included dewatering facility odor control and cogeneration facility improvements. **WITH CAROLLO**

Lake Manatee WTP Filter Upgrade, Bradenton, Florida. *Start-up and Commissioning.* This project replaced the existing water filtration system with more advanced filtration technology that will improve water filtration levels. The scope of work included retrofitting the existing filter building with ultrafiltration membrane trains, including air scour blowers, a compressed air system, a clean-in-place system, and chemical storage. **WITH CAROLLO**

Riverside Regional Water Quality Control Plant Phase 1 Expansion, Riverside, California. *Start-up and Commissioning.* $198M project convert existing traditional treatment facility to a 26-MGD membrane bioreactor facility. Included new stormwater equalization basin, clarifiers, conversion of secondary clarifiers to an MBR basin, and ancillary facilities. Included retrofitting existing activated train, repairing, and replacing clarifier mechanisms, and upgrading electrical generators. **WITH CAROLLO**

Peace River Manasota Regional Water Supply Authority

Attachment A

Peace River Facility Expansion Project - Final Design, Permitting, and Construction (Project)

Key Personnel and Reference Project Table

Key Personnel	Key Personnel Role on Phase I Preconstruction Services for Project	Key Personnel Role on Phase II Final Design & Construction Services for Project	Current Employer	Years of Exp	Assigned Office City/State	Reference Project No.1 Boynton Beach East Water Treatment Plant Improvements Progressive Design-Build	Reference Project No.2 Clifton Water Treatment Plant Expansion Progressive Design-Build	Reference Project No.3 Edward W. Bailey Southern Delivery System (SDS) Water Treatment Plant Design-Build	Reference Project No.4 Central District WWTP Oxygen Production Facility Design-Build
Aaron Tomita	Design-Build Project Manager	Design-Build Project Manager	PCL	24	Tampa, Florida	Quality Manager	Quality Manager		Quality Manager
Jim Holtje, PE, DBIA	Principal-in-Charge	Principal-in-Charge	PCL	19	Tampa, Florida				Principal-in-Charge
Bob Cushing, PhD, PE, BCEE	Project Quality Manager	Project Quality Manager	Carollo	40	Sarasota, Florida	Technical Advisor		Technical Advisor	
Doug Eckmann, PE, BCEE, DWRE	Project Quality Manager	Project Quality Manager	Kimley-Horn	40	Fort Myers, Florida				
Sandeep Sethi, PhD, PE	Design Manager	Design Manager	Carollo	33	Tampa, Florida	Technical Advisor			
Vinnie Hart, PE	Process Lead Designer	Process Lead Designer	Carollo	32	Tampa, Florida	Technical Advisor	Design Manager	Design Manager	
Todd Palmatier, CGC	Construction Manager	Construction Manager	PCL	23	Tampa, Florida	Project Manager			Project Manager
Craig Yakubow	Preconstruction Manager	Preconstruction Manager	PCL	27	Tampa, Florida	Preconstruction Manager	Preconstruction Manager		Preconstruction Manager
Eric Nash, ENV SP	GMP Development	GMP Development	PCL	20	Tampa, Florida				
Daniel Miller, ENV SP	Start-Up and Commissioning	Start-Up and Commission	PCL	30	Tempe, Arizona	Start-Up & Commissioning	Start-Up & Commissioning		Start-Up & Commissioning
Reference Project Details									
Reference project was completed for the Authority (X)									
Reference Project Location						Boynton Beach, FL	Clifton, CO	Colorado Springs, CO	Miami-Dade County, FL
Reference Project Budget at NTP ($ million **not** including contingency and allowance)						$30.8	$15.0	$124.0	$54.9
Reference Project Cost at Completion ($ million including contingency and allowance)						$25.5	$13.1	$124.0	$54.4
Contract Extension (Actual Final Completion Date minus Scheduled Final Completion Date at NTP)						0 days	0 days	0 days	0 days
Project Status - (Complete, Ongoing, Other)						Complete	Complete	Complete	Complete
Reference Project Delivery Method - Design Bid Build (DBB), Progressive Design-Build (PDB), Design-Build (DB), Construction Management at Risk (CMAR), Other (O)						PDB	PDB	DB	DB
Alternative Delivery Project (X) (Requirement 2.h.)						X	X	X	X
Water/Wastewater Facility Project (X) (Requirement 2.g.)						X	X	X	X

01 Reference Project

Boynton Beach East Water Treatment Plant Improvements Progressive Design-Build

PCL and Carollo successfully collaborated to design and build a state-of-the-art magnetic ion exchange (MIEX) system as a part of a new 24-MGD water treatment plant. This system effectively reduces dissolved organic carbon and disinfection by-products, improving the overall treatment process and reducing chemical usage. This award-winning project at the City's East plant involved constructing essential infrastructure to support the MIEX process, ensuring reliable and efficient operation.

The Ion Exchange Resin Plant project demonstrates directly the value we will bring to the PRF Expansion Project. Both projects share key similarities: they are both PCL-Carollo design-build projects led by Todd Palmatier. Notably, Carollo optimized the design at this facility to include the use of the **same type of plate settlers contemplated for the PRF Expansion**.

Our team's proven ability to integrate seamlessly with other contractors will ensure a smooth, successful implementation at your facility, mirroring the achievements at our previous sites. This experience, coupled with our direct involvement in similar roles, positions us uniquely to deliver exceptional results for the PRF Expansion.

Bronze Envision Certification from the Institute of Sustainable Infrastructure and a National Award of Merit from DBIA

OWNER

- **City of Boynton Beach**

REFERENCE CONTACT

- **Poonam Kalkat, Utilities Director**
  561-742-6403
  kalkatp@bbfl.us

ROLE

- **Design-Builder**

GMP / BID PRICE | FINAL CONSTRUCTION

- **$30,803,124 | $25,497,712**
  One deductive change order due to owner-purchased equipment and cost savings during preconstruction.

KEY PERSONNEL

- **Todd Palmatier**
  Project Manager
- **Craig Yakubow**
  Preconstruction Manager
- **Aaron Tomita**
  Quality Manager
- **Daniel Miller, ENV SP**
  Start Up and Commissioning
- **Bob Cushing, PhD, PE, BCEE**
  Technical Advisor
- **Sandeep Sethi, PhD, PE**
  Technical Advisor
- **Vinnie Hart, PE**
  Design Manager

RELEVANCE

- **Included 70% of our proposed key team members**

02 Reference Project

Clifton Water Treatment Plant Expansion
Progressive Design-Build

PCL and Carollo successfully delivered the upgrade of the Charles A. Strain Water Treatment Plant, which now operates at a 12 MGD capacity, significantly enhancing both the quality and reliability of drinking water for the Clifton Water District. This project was completed under budget by $1 million and ahead of schedule, showcasing our commitment to efficiency and fiscal responsibility. Utilizing state-of-the-art ultrafiltration membrane technology, the upgrade replaced outdated sand filtration systems, reducing maintenance costs and electricity consumption—a testament to our focus on sustainable, cost-effective solutions.

Your project also includes expanding capacity within an operational water treatment facility. The PCL-Carollo Team—specifically Aaron, Craig, Dan and Vinnie contributed to the Charles A. Strain Water Treatment Plant—brings proven expertise and a track record of seamless execution in active water treatment plants. Our collaborative approach with Owners and other stakeholders ensures that water quality is maintained throughout construction phases and eliminates disruptions to daily operations. This experience in handling complex logistics and stringent project requirements will be directly applicable to delivering your project with the same level of excellence and innovation.

2016 DBIA Award of Merit, Water/Wastewater
2016 ENR Mountain States Best Projects Award of Merit

OWNER

- **Clifton Water District**

REFERENCE CONTACT

- **Jacob Lenihan, Assistant Manager**
  970-361-1912
  jacobl@cliftonwaterdistrict.org

ROLE

- **Design-Builder**

GMP / BID PRICE | FINAL CONSTRUCTION

- **$15,023,450 | $13,123,295**
  Real-time, open-book cost estimating and value engineering alternatives and cost-effective solutions that reduced project costs by 12% from the original budget.

KEY PERSONNEL

- **Craig Yakubow**
  Preconstruction Manager
- **Aaron Tomita**
  Quality Manager
- **Daniel Miller, ENV SP**
  Start Up & Commissioning
- **Vinnie Hart, PE**
  Design Manager

RELEVANCE

- **Capacity upgrades**
- **Expansion within an operational facility**
- **Complex logistics and stringent project requirements**

03 Reference Project

Edward W. Bailey Southern Delivery System (SDS) Water Treatment Plant Design-Build

Carollo was selected as design engineer for the Edward W. Bailey WTP, a 50-MGD capacity with a turndown capability of 5 MGD and a build-out of 130 MGD, and uses traditional processes of flocculation, sedimentation with parallel plates, and ozone/biological filtration (10 gpm/ft^2). The treatment processes are in one building, which reduced treatment plant costs from $160 to $124 million.

The 82,000-ft^2 WTP included eight different chemical feed systems and three separate polymer systems that deliver coagulant aid, floc aid, and filter aid polymers. The system allowed for feeding liquid or dry polymer and included a bulk dry 1,000-lb bag feed system. The polymer was fed to numerous application points throughout the treatment process and included post dilution for better mixing at the application point.

Carollo managed the plant for six months prior to startup to ensure it met all treatment objectives and to facilitate a smooth transition for plant operators through a comprehensive training program. This fast-track project required significant planning and coordination between the design team and the contractor to meet strict schedule demands. The preparatory phase was critical in aligning with related water conveyance projects, mirroring our schedule-sensitive approach for the PRF Expansion.

2016 Engineering News-Record Mountain States Regional Best Projects for Water / Environment – Special Recognition

OWNER

> **Colorado Springs Utilities**

REFERENCE CONTACT

> **Dan Dilts, Operations Superintendent**
> 719-640-0807
> ddilts@csu.org

ROLE

> **Design-Build Engineer**

GMP / BID PRICE | FINAL CONSTRUCTION

> **$124,000,000 | $124,000,000**

KEY PERSONNEL

> **Bob Cushing, PhD, PE, BCEE**
> Technical Advisor

> **Vinnie Hart, PE**
> Design Manager

RELEVANCE

> **50-MGD capacity with 5-MGD turndown capability**

> **Conventional treatment with parallel plates**

> **Creative innovative design concepts contribute to successful 10 to 1 plate settler turndown process**

04 Reference Project

Central District WWTP Oxygen Production Facility Design-Build

PCL recently completed the first vacuum pressure swing adsorption (VPSA) system at the 143-MGD Central District Wastewater Treatment Plant. This state-of-the-art system not only aligns with the latest EPA guidelines but also significantly reduces power consumption for the County. By replacing the older cryogenic oxygen systems, the new VPSA units enhance operational efficiency and cost-effectiveness by producing the same amount of oxygen more efficiently.

The project team, led by Todd Palmatier, delivered comprehensive services, including electrical, instrumentation and controls, and civil and mechanical process work, among others. PCL's collaboration with the owner, engineers, and major equipment suppliers allowed us to provide value engineering solutions that aligned with all construction budgets, schedules, and compliance goals. This project—similar to yours in being a large-scale, design-build facility expansion in Florida—was not only award-winning but also completed ahead of schedule and under budget, demonstrating our capability to deliver exceptional results in complex environments.

DBIA Florida Region's Merit Award for Wastewater Collection, Treatment, and Reuse Facilities in 2022, and the CAACE Project of the Year Award in 2021

OWNER

- **Miami-Dade Water and Sewer Department**

REFERENCE CONTACT

- **Marisela Aranquiz-Cueto, Deputy Director, Capital Improvement Program**
  786-552-8894
  marisela.aranguiz@miamidade.gov

ROLE

- **Design-Builder**

GMP / BID PRICE | FINAL CONSTRUCTION

- **$54,904,062 | $54,359,728**
  The project contained a construction and Owner contingency not used during project execution. 100% of the saving was returned to Miami Dade.

KEY PERSONNEL

- **Todd Palmatier**
  Project Manager
- **Craig Yakubow**
  Preconstruction Manager
- **Aaron Tomita**
  Quality Manager
- **Dan Miller, ENV SP**
  Start-Up & Commissioning

RELEVANCE

- **Design-build delivery**
- **Florida project**

At PCL, where we **Value Every Voice**, *safety signage at sites stays up year-round to help promote safety and serve as a constant reminder of safety protocols and practices.*

Safety

PCL's safety program reflects our commitment to provide a safe and healthy work environment. Our safety program is based on the philosophy that management takes a proactive approach in identifying and controlling workplace hazards. They are responsible for planning, implementing, and monitoring safety through pre-job safety instructions, trainings, and site inspections. We believe everyone is accountable for their own safety, as well as the safety of fellow workers and plant staff.

		PCL	CAROLLO
2023	EMR	0.58	0.65
	TRIR	0.49	0.08
	LTIR	0	0
2022	EMR	0.52	0.64
	TRIR	0.38	0
	LTIR	0	0
2021	EMR	0.62	0.72
	TRIR	0.69	0.19
	LTIR	0	0

SAFETY AWARD 2024

PCL's Civil Infrastructure Division was selected as the winner of the 2024 Construction Safety Excellence Award from the Associated General Contractors of America. We placed first in the "Utility Infrastructure Over 500,000 Work Hours" category. This achievement demonstrates our commitment to safety and the safety standards we uphold on our projects.

> *I have not had the pleasure to work with a first-rate contracting team on a project of this size, especially on the overall safety program. The efforts of the supervisory staff (Aaron Tomita), and elements of PCL's safety program have been instituted to a level and extent that is exemplary."*

TOM KACZMAROWSKI
PRINCIPAL ENGINEER
CITY OF GLENDALE

RESPONDENT / KEY PERSONNEL LICENSES

CONSTRUCTION

State of Florida
Department of State

I certify from the records of this office that PCL CONSTRUCTION, INC. is a Colorado corporation authorized to transact business in the State of Florida, qualified on September 30, 2009.

The document number of this corporation is F09000003914.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 6, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twelfth day of October, 2023

Secretary of State

Tracking Number: 3545686351CU

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

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

February 9, 2024

James M. Holtje, Jr., DBIA
Area Manager, Special Projects
PCL Construction, Inc.
1 N. Dale Mabry Hwy, Ste. 300
Tampa, FL 33609

Dear James M.:

Congratulations! On behalf of the Design-Build Certification Board, it is my pleasure to inform you that having successfully completed the requirements of the certification program. You are now recognized as the **Class of 2024 *Designated Design-Build Professional*™** and have earned the right to display "DBIA" after your name. This acronym identifies you to design-build end-users and the community at-large as a professional in the design-build field, including demonstrated hands-on experience in post-award design-build. Your personal certification ID number is **D-4487** and your **designation date is 2/5/2024**.

The program, which has been endorsed by the Design-Build Certification Board, is intended to create an accepted and recognized educational standard for experienced, professional, and knowledgeable practitioners who possess a qualified and quantified level of expertise in design-build.

You will receive a separate email in approximately 4 weeks providing instructions/access to order your complimentary certificate and option to order additional copies and frames to display your certificate. Please be sure to monitor your emails, including your spam folder, for an email from Design-Build Institute of America DBIAcertification@dbia.org. Once you have placed your order, your certificate will be printed and mailed to you within 2-4 weeks.

Your name has been added to our database acknowledging and verifying your credential. You should have received a sample press release and PR tips for your use. Reminder, DBIA would like to help you celebrate this milestone. Please **share your headshot and information** with our Communications team https://form.jotform.com/231805266725155 so, they can acknowledge your achievement on DBIA's social media channels.

As a proud holder of the DBIA™ certification you value and understand the hard work that went into obtaining the credential and understand the importance of these developments. You are also aware of the importance of our requirement to obtain 24 hours of approved continuing education and to submit your renewal fee every two years to maintain the credential. The renewal process is as important as your initial certification requirements as it serves to ensure that credential holders remain current on industry trends and new developments in design-build and integrated delivery methods. Your first renewal will be due **December 31, 2026**.

Should you have any questions, please feel free to contact me or Valexia Hall, Vice President of Certification and Industry Events. *(Please print this letter for your records)*

Congratulations on your achievement!

Sincerely,

Jignesh Desai, DBIA, PE, LEED AP
2023 Chair
Design-Build Certification Board

Design-Build Institute of America *1001 Pennsylvania Avenue, NW, Suite 410, Washington, DC 20004* www.dbia.org

Certificate in transit.

Ron DeSantis, Governor — Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HOLTJE, JAMES MICHAEL
4311 PLACE LE MANES
LUTZ FL 33558

LICENSE NUMBER: PE69206
EXPIRATION DATE: FEBRUARY 28, 2025
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.

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

PALMATIER, TODD RICHARD
PCL CONSTRUCTION SOUTH FLORIDA INC.
1111 PARK CENTRE BLVD, SUITE 203
MIAMI FL 33169

LICENSE NUMBER: CGC1507529
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.

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

HEWITT, RICHARD IV
PCL CONSTRUCTION, INC.
1 NORTH DALE MABRY HWY STE 300
TAMPA FL 33609

LICENSE NUMBER: CGC1519082
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.

ENVISION

DAN MILLER

ENVISION SUSTAINABILITY PROFESSIONAL

May 15, 2023
Issued On

May 15, 2024
Valid Through

Institute for Sustainable Infrastructure

ENVISION

ERIC NASH

ENVISION SUSTAINABILITY PROFESSIONAL

Jan 03, 2021
Issued On

Jan 03, 2025
Valid Through

Institute for Sustainable Infrastructure

carollo

State of Florida
Department of State

I certify from the records of this office that CAROLLO ENGINEERS, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on May 25, 2000.

The document number of this corporation is F00000003055.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 14, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2024

Secretary of State

Tracking Number: 3267143936CU

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

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

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

CUSHING, ROBERT STANLEY

301 N. CATTLEMEN ROAD
SUITE 302
SARASOTA FL 34232

LICENSE NUMBER: PE57828

EXPIRATION DATE: FEBRUARY 28, 2025

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.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HART, VINCENT STAFFORD

18017 PINE HAMMOCK BLVD.
LUTZ FL 33548

LICENSE NUMBER: PE96251

EXPIRATION DATE: FEBRUARY 28, 2025

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.

Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SETHI, SANDEEP

101 EAST KENNEDY BOULEVARD
STE 700
TAMPA FL 33602

LICENSE NUMBER: PE72562

EXPIRATION DATE: FEBRUARY 28, 2025

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.

ENVISION™

VINCENT HART

ENVISION SUSTAINABILITY PROFESSIONAL

Has received the Envision Sustainability Professional credential upon successful completion of the requisite training and exam. Presented on:

December 2, 2018

John Scarpa, President and CEO
Institute for Sustainable Infrastructure

Institute for Sustainable Infrastructure

#28115

ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by Peace River Manasota Regional Water Supply Authority. The Undersigned verifies that the firm is qualified as a Design-Build firm as defined by Florida Statute 287.055(2)(h). The Undersigned also verifies that the firm is licensed in the State of Florida as a Certified General or Building Contractor in accordance with the Florida Statute 489.119; OR, licensed in the State of Florida as an Engineer in accordance with Florida Statute 471.023.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm, or corporation to furnish all information requested by the Authority, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Peace River Manasota Regional Water Supply Authority designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this 15 day of April, 20 24.

Signature of Affiant

Jim Hotje, Area Manager
Printed Name & Title of Affiant

PCL Construction, Inc.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 20 24, by Affiant. who is personally known to me or has produced_____ as identification.

Notary Public

Kristal Cohen
Name typed, printed or stamped

My Commission Expires: 4/30/2026

KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

PCL CONSTRUCTION

SECTION 3

PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH

UNDERSTANDING THE PROJECT

The Authority owns and operates the 51-MGD Peace River Water Treatment Facility (PRF). Originally built 50 years ago, the PRF has consistently provided reliable water supply to the Region, leveraging innovative ASR and off-stream reservoir systems to maximize the beneficial use of the Peace River water resource. To support increased growth within the Region, this progressive design-build project is for a 24-MGD treatment expansion to meet the FDEP permitted capacity. With a 60% design and GMP needed by March 7, 2025, and complete commissioning and turn-over by December 21, 2027, time is of the essence to ensure a reliable water supply is available to your customers.

The PRF has consistently provided a reliable water supply to the Region for decades, and this project supports the direction of PRF for decades to come.

OVERALL PROJECT APPROACH

One Team
One Goal > **ZERO Surprises**

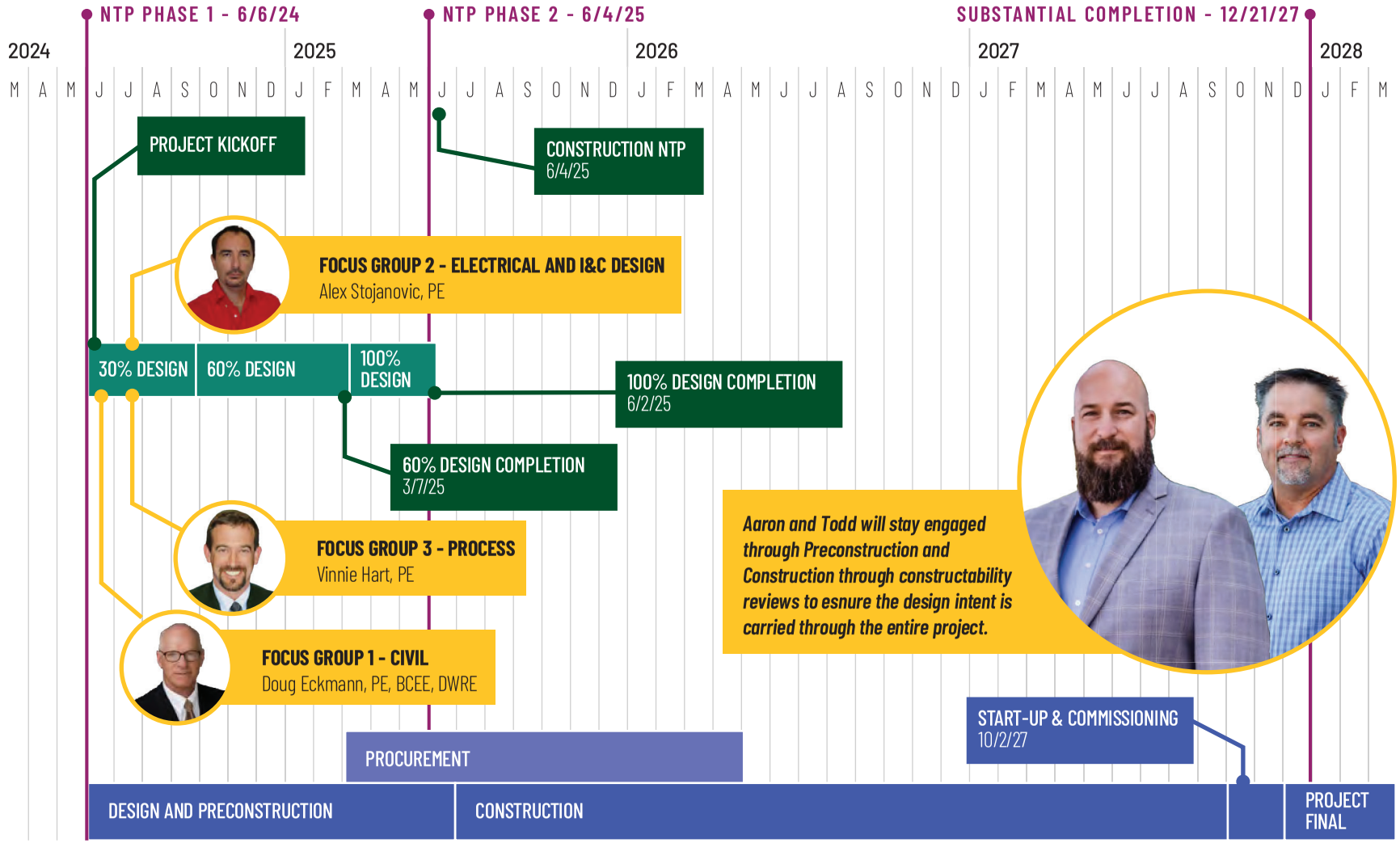
With collaboration at the forefront of our approach, the PCL-Carollo team will:

Progress the project quickly with a structured decision-making approach: Our plan features key focus groups for the civil, electrical I&C, and process mechanical scopes of work to fast track decision-making on the design so we can get boots on the ground sooner while mitigating impacts of long-lead items. See more on pages 34-35.

Improve operations and reduce cost integrating modularity, reliability, and flexibility into the project's design: We provide value-add alternatives for treatment configurations to provide potential cost savings and improved operations and reliability. Vinnie Hart brings extensive treatment facility design complemented by Doug Eckmann, who will optimize the design. Doug has complete background knowledge of the plant and all previous expansions, having worked there consistently since 1996. See how we can deliver what you want, only better, on pages 36-40.

Instill confidence with PDB expertise honed through the successful delivery of over 100 projects as a unified team: Our PDB approach focuses on minimizing the construction schedule (see pages 42-44), mitigating risk (see pages 44-), and optimizing costs through a transparent, open-book process to achieve a final GMP at 60% design that you, and your Board, can be confident in. See more about our approach to cost certainty on pages 46.

This graphic shows progression from the DCR, to construction, commissioning and turnover of the Project meeting the Performance Criteria. The graphic also shows the scope, schedule, key milestones and highlights of key personnel involvement during Phase 1 leading up to GMP at 60%. During the design PCL will update the estimate, document the progression from the DCR's estimate through the 30%, and the Final GMP at 60%. Each Element of this timeline is supported by key personnel accountability.



Communication Plan

For seamless project communication and efficiency, Aaron will serve as your 24/7 single point of contact. Reach out anytime at 602-309-9714. His role ensures swift decision-making, conflict resolution, and consistent information flow across all channels.

Your involvement is crucial as best value pricing is time-sensitive which is why we will have weekly meetings to discuss our team's development of concepts, scope, and pricing and ensure your schedule, quality, and safety standards are met. The key milestone meetings shown on page 32 are designed to make sure the Authority is engaged with the work while it is in progress, not just after it is completed.

Our team maintains transparency and accountability by employing clear communication methods, sharing agendas, documenting decisions, and monitoring progress. Our aim is to keep stakeholders well-informed for efficient and productive meetings, thereby maintaining project momentum and achieving our objectives.

Staffing Plan

As adequate labor resources are a major challenge for many local contractors in Florida, we have specifically reserved our resources in our planning over the last two years to build a team led by the best people for the job. Based on industry expertise and individual skill sets that

> *Aaron, thanks for everything you do at Cholla WTP, especially relative to the timeline, VE and unforeseen circumstances. You and your staff have a great understanding of the project and what it is going to take to complete it."*
>
> **TOM KACZMAROWSKI, PRINCIPAL ENGINEER**
> CITY OF GLENDALE

are aligned with your objectives, key personnel like Aaron Tomita, Bob Cushing, Doug Eckmann, and Vinnie Hart are not only committed to this project, but also form a group that will lead the team on delivering best value, cost certainty, and ultimately, a high-quality facility.

SAVING YOU TIME AND MONEY THROUGH SELF-PERFORM WORK

PCL's self-perform capacity will result in lower project costs by preventing the double mark-up associated with excessive subcontracted work while providing cost assurance to market values when competitively bid.

With a **workforce of 580+ in Florida** alone, and the ability to bring in trained and specialized resources as needed from our nationwide network, we are well-staffed and ready to get to

PCL-Carollo have the proven water/wastewater resources in the Southern Florida region and across the country to safely build your project on schedule.

PCL

8,600+	17	#12
professionals / craft workers across the US	US offices	ENR Top 100 Contractors

CAROLLO

1,400+	50+	#9
professionals across the US	N. American offices	ENR Top 20 Water Engineering Firms

What we heard from you drives our approach.

work. PCL can self-perform 70% of the work for this project. Our internal craft labor will perform:

- Site work improvements
- Yard pipeline installation and tie-in
- In & under slab process piping
- Mechanical and process piping installations
- Process equipment installation
- Process pipe installation
- Cast-in-place concrete
- Misc metal installation
- Demolition – clear & grubbing
- Earthwork – site civil foundation prep

Delivery Approach

Accelerated schedule, cost certainty, team collaboration—these are the benefits you are looking to realize through progressive design-build delivery, and we have leveraged our team's collective PDB experience to achieve these goals while providing added value wherever possible.

DESIGN: DCR TO 30%

June 7, 2024 to August 1, 2024

***Key focus groups** will progress the project quickly with a structured decision-making approach.*

This stage of design is when important decisions on scope need to be made that will set the course for the design and in turn, the project schedule and budget. Rather than bogging the Authority down in workshop after workshop, we propose three separate full-day focus groups immediately following project kick-off to consolidate information, risks, and benefits, and establish consensus on critical work elements.

With a final GMP expected at 60%, we aim to establish cost certainty early on to inform scope decision-making. By diligently analyzing project requirements and potential variables at each focus group, we will provide stakeholders with a clear understanding of financial implications, enabling them to make strategic choices that align with project goals and budgetary constraints.

For each focus group, our team will generate a detailed, time-driven agenda so the Authority's key staff can attend specific topics as desired to minimize overlap or unnecessary time spent, while maximizing engagement and feedback.

We will start each focus group with an executive briefing outlining our objectives for the session, which options will be considered for selection, and the team's initial recommendation. These recommendations will be based on detailed analysis by our technical experts Sandeep Sethi and Vinnie Hart, detailing risks and benefits so the Authority can make selections with confidence. The outcomes of each focus group will be translated into actionable deliverables that align with the goals established at kick-off.

Facilitated by Aaron, we will host a focus group for each of the following scopes of work:

1 Civil

When: June 10, 2024

Key Collaborators: Bob Cushing, Doug Eckmann, and Kimley-Horn's land development/ site development group.

Goals: To advance the schedule through a two-step permitting process to start construction sooner with an early works foundation package while process design is completed. This will require coordination with the other contractor on-site for the new entranceway and roadwork to understand our construction limits, access, and connection point for the pipeline tie-in.

❷ Electrical and I&C

When: June 12, 2024

Key Collaborators: Sandeep Sethi, Vinnie Hart, Alex Stojanovic, Milan Gerdijan

Goals: To validate the DCP design and verify the quantity of equipment needed for major potential cost and time savings. Selecting the appropriate electrical equipment/gear early on will help mitigate impacts of long-lead times.

PCL successfully instituted the two-step permitting process approach with the City of Miami. Permitting was split into foundation and facility. As the bearing capacity of the building was already known, it allowed the Engineer of Record to finalize the foundation package while continuing to progress the design from the columns up. PCL was able to accomplish:

- The construction of foundation approximately one and a half months early.
- To recover all days lost during the design phase because the engineer was able to progress the Facility package during review and construction time of the foundation package.
- Facility package approval when foundation construction was completed, allowing a smooth transition and no stopping point.

❸ Process Mechanical

When: June 13, 2024

Key Collaborators: Carollo's Vinnie Hart and all process leads

Goals: To optimize the process design and identify opportunities for potential cost savings and improved O&M on various treatment configurations.

While we generally agree with the treatment configuration in the DCR (except for the disinfection strategy, which we propose should be consistent with the other four existing plants at PRF), our team of experts have developed substantial value-added refinements for each process area that we would like to discuss with you during our focus group. On the following pages, we introduce some of these concepts to give a flavor of our preliminary approach on enhancing the expansion design and setting the stage for construction of the best possible project.

BRACKISH GROUNDWATER 30% DESIGN

We propose the same key design team members for this project that successfully delivered your Brackish Groundwater 30% Design project. Key similarities include:

- Understanding and consistency with PRF standards and preference
- Fast-track schedule
- Providing a high level of collaboration while being respectful of Authority staff time

Preliminary Value-Add Refinements

POWDERED ACTIVATED CARBON (PAC)

DCR Approach: PAC is added to the raw water for taste and odor control. The extent of removal depends on the contact time of the PAC prior to coagulant (alum) addition. The DCR proposes adding PAC at the top of each of four contact basins with residence time consistent with existing plants (see Figure 1).

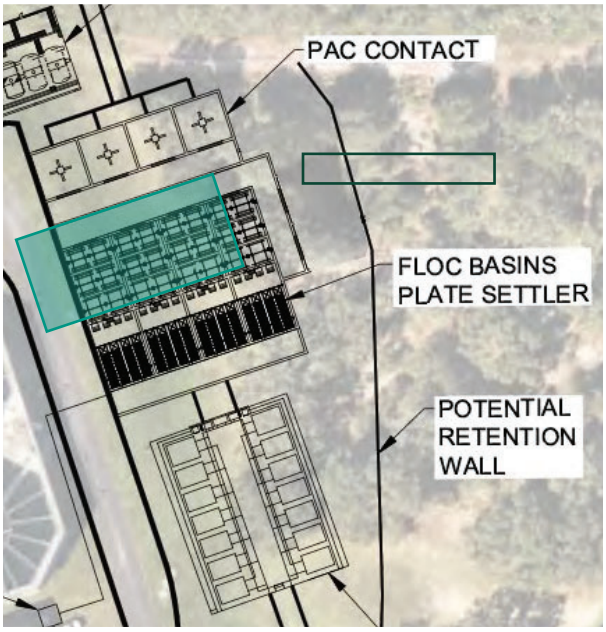


Figure 1. The DCR adds PAC at the PAC contactor. Source: Peace River Authority

PCL-Carollo Refinement: The Authority has expressed interest in increasing contact time to use PAC more efficiently while reducing carbon usage and O&M costs. Typically, adding contact time would require increasing the PAC contactor sizes, which would raise construction costs. Our approach adds a slurry line and injection quills immediately downstream of the expansion raw water meters. **This would provide approximately 3 to 15 minutes of additional hydraulically-efficient PAC contact time with minimal added construction cost** (see Figure 2).

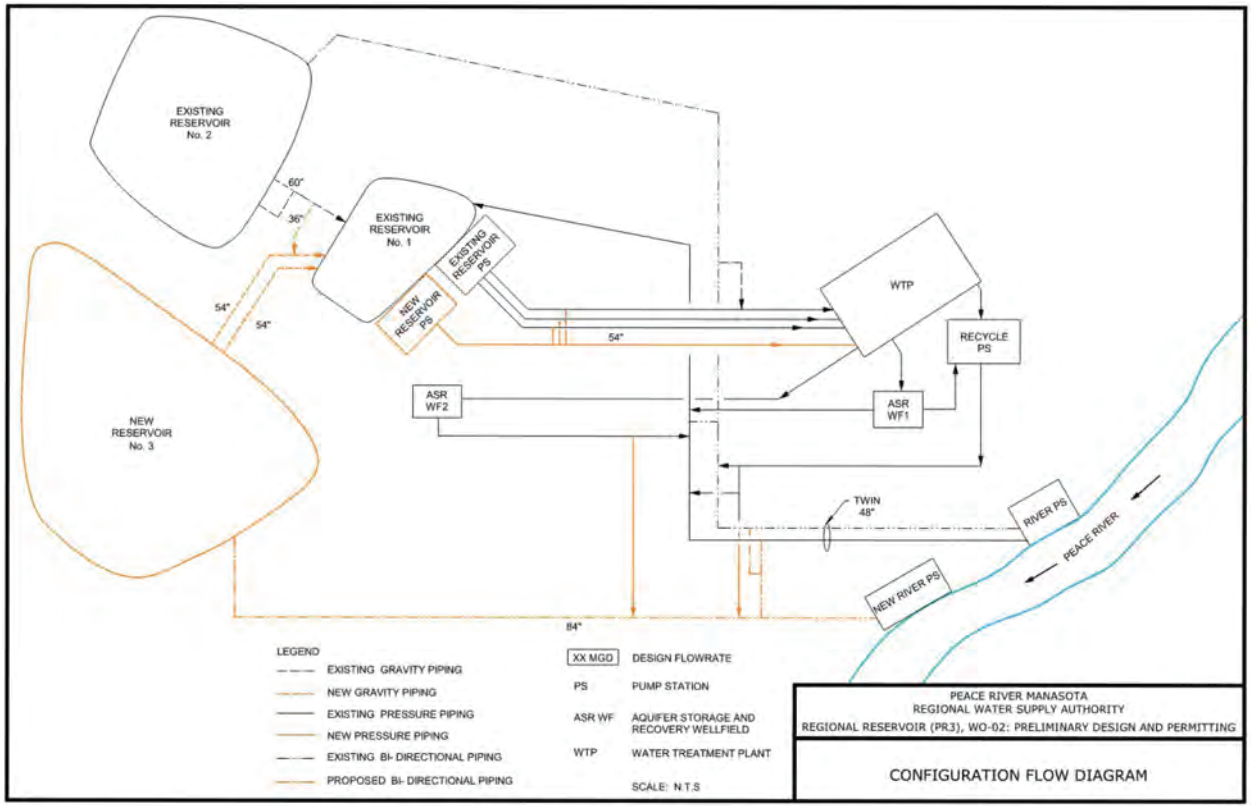


Figure 2. By adding a PAC slurry dosing point immediately downstream of the expansion raw water flow meters, our approach provides up to 15 minutes of additional contact time with minimal added construction cost. Source: Peace River Authority

FLOCCULATION/PLATE SETTLERS

DCR Approach: Effective flocculation and sedimentation is critical pretreatment for filters, which affects overall plant performance and production of water. Paddle wheel flocculators provide significant performance benefits over vertical turbine flocculators for the fragile floc structure exhibited in the PRF coagulated water. The DCR recommends vertical paddlewheel flocculators, which are preferred over a horizontal configuration due to O&M and reliability benefits.

PCL-Carollo Refinement: Similar to the PAC contactors, orienting the flocculation flow path in a series rather than parallel limits short-circuiting and enhances hydraulic performance (see Figure 3).

We also recommend covers over the plate settler to limit the potential for extensive algal growth and prevent wind-born debris. Covers will reduce the maintenance burden and increase the reliable performance of the plate settlers.

Rigorous hydraulic design of weirs and flow distribution is also essential to balance flow among the plates.

Figure 3. Reconfiguring flow provides 15 - 20% PAC usage and cost savings.

Vinnie Hart
Flocculation/Plate Settlers Area Lead

During our focus group, Vinnie will lead the discussion to work with the Authority on determining:

- Flocculation flow regime (parallel or serptentine)
- Residuals collection and management strategies to meet turn-down requirements

Plant turndown and plate settlers.

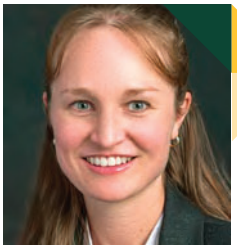
The Colorado Spring Utilities SDS project is a good candidate for a reference design package. Vinnie worked with operators to achieve turndown to 5 MGD of this 50-MGD facility and to optimize a parallel plate installation.

FILTRATION

DCR Approach: The existing facility has self-backwashing filters that are simple in O&M and control, with limited valving and metering. Backwash water quantity in the original design of existing filters limited turndown; however, simple modifications to supplement backwash supply efficiently eliminates that turndown constraint. The DCR describes more complex filters with greater operator flexibility to control the filters, but along with that comes more complex O&M requirements than existing filters.

PCL-Carollo Refinement: The existing filters for Plants 1, 2, 3, and 4 use inter-filter backwash (self-backwash) flow to reduce the piping and valves needed in conventional gravity filters. This concept relies on the production of manifolded filter cells to provide the required flow to expand the media in one filter cell, about five times the filter rate. Therefore, five operating filter cells operating at the maximum design filter rate are needed to backwash one filter cell which limits the ability to turn down the plant finished water production decreasing operational flexibility. The DCR discusses a backwash water storage and backwash pumping system as used in conventional gravity filters. We recommend consideration of an alternative using supplemental backwash water diverted from the finished water conveyance system to boost the inter-filter flow allowing fewer filters to be in operation or operating at a reduced filter rate during backwash. This approach maintains the simplicity of inter-filter backwash and simplifies piping, valves, and filter controls while allowing flexible production rates.

Figure 4: Supplemental backwash could be used to allow greater turn down of finished water production.



Erica Stone
Filtration Area Lead

During our focus group, Erica will lead the discussion to work with the Authority on determining:

- Strategies for achieving operational flexibility while maintaining O&M consistency.
- Review chemical dosing to eliminate over-chlorination and reduce corrosion of aluminum filter enclosures.
- Strategies for avoiding corrosion in new filter buildings and resolving current issues through proper chemical sequencing and mixing.

DISINFECTION

DCR Approach: The DCR's disinfection strategy relies on post-filter disinfection with free chlorine in a new chlorine contact basin. This strategy was identified primarily for developing a cost basis and will be further evaluated by the Design-Build team in collaboration with the Authority during the detailed design phase.

Melina Bautista
Disinfection
Area Lead

During our focus group, Melina will lead the discussion to work with the Authority to:

- Develop a disinfection strategy consistent with current operations and holistic view of PRF.
- Review authority preferences for basin configuration sizing, location of weirs and slides gates, and operational setup.
- Identify optimum chlorine and ammonia injection points to minimize off-gassing within the filter structures, reducing potential for corroding aluminum structural components.

PCL-Carollo Refinement:
We suggest that the Authority consider providing disinfection in the expansion treatment train, which is consistent with the disinfection strategy for your existing treatment facilities.

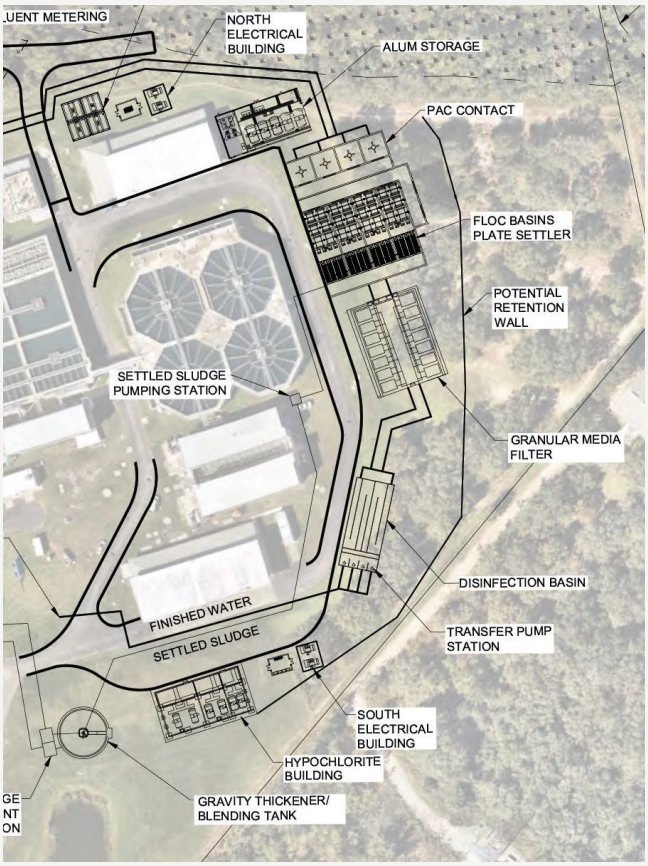


Figure 5 (above): DCR site plan without Chlorine Contact Basin. (Source: Peace River Authority)
Figure 6 (right): The PCL-Carollo Team will design proper chemical sequencing and mixing to resolve the existing corrosion potential within aluminum filter covers.

RESIDUALS MANAGEMENT

DCR Approach: The DCR segregates residuals in a new thickening/blending tank.

PCL-Carollo Alternative: Since residuals dewatering is enhanced by a constant quality of residuals entering the process, we suggest directing residuals from all the plants to the new thickening/blending tank. Integrating the operation of all tanks also improves redundancy and reliability with no significant increase in project cost.

Mark Gross
Residuals
Area Lead

During our focus group, Mark will lead the discussion to work with the Authority to:

- Review blend/thickening tank siting and piping to avoid residuals segregation and enhance reliability and consistent feed to dewatering.

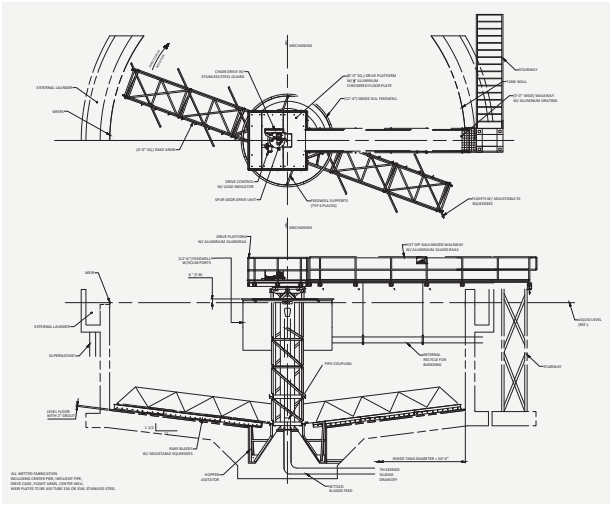
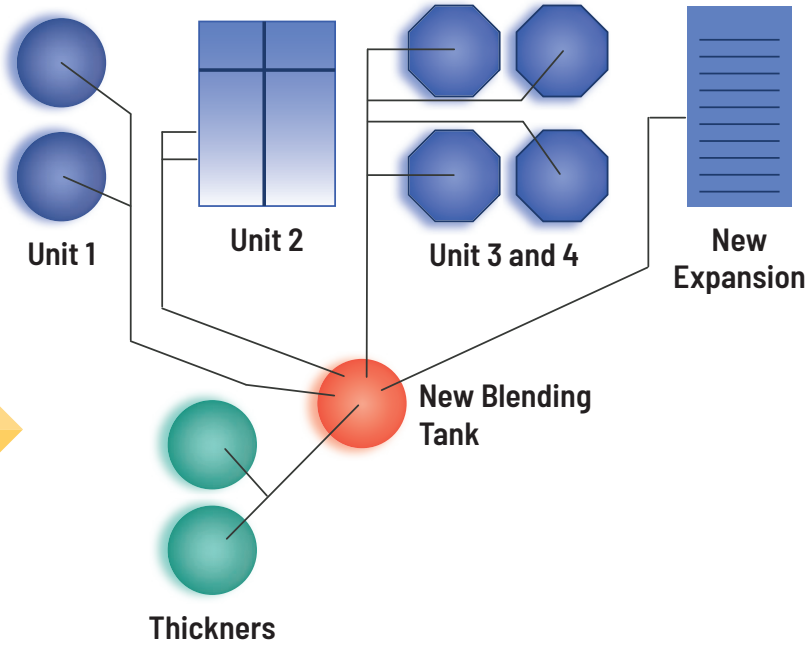


Figure 7. Thickener Configuration from DCR.

Figure 8. Modified Thickener Configuration



Design: 30% to 60% and Final GMP

August 2, 2024 to March 7, 2025

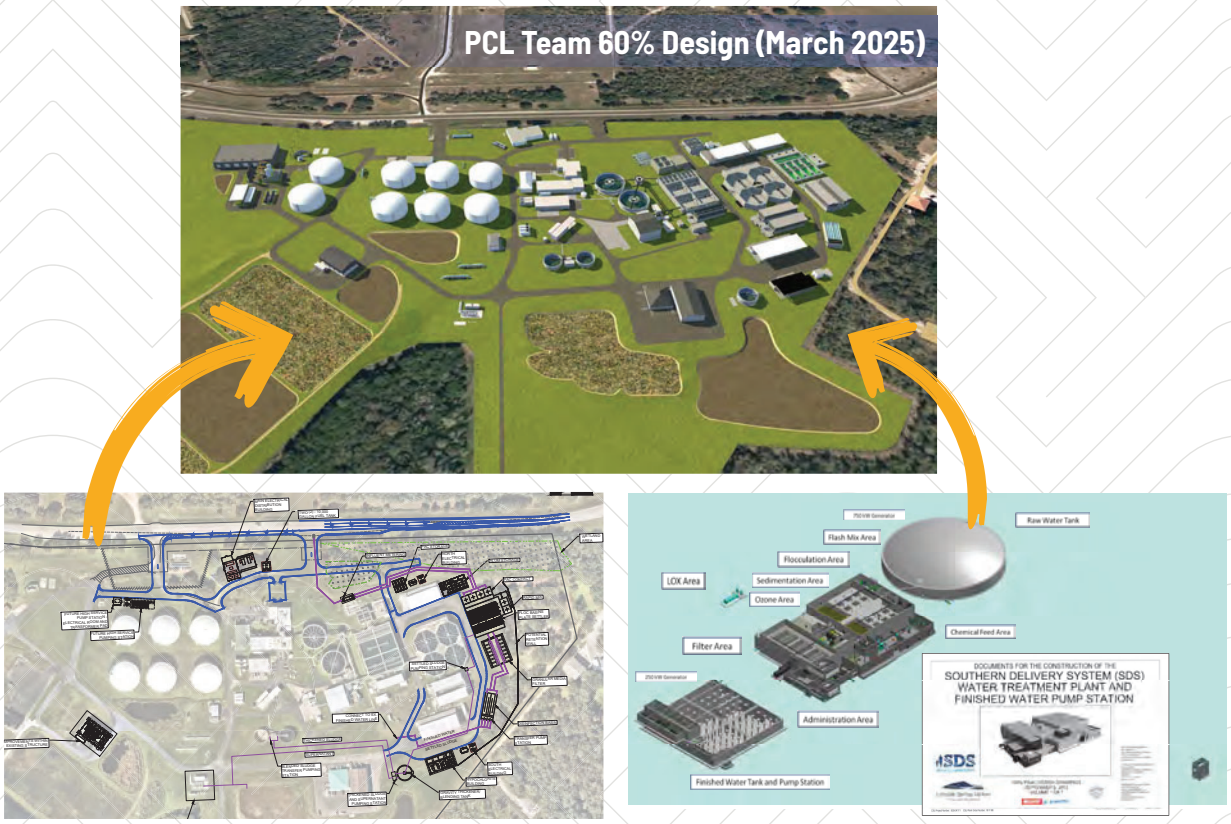
Capitalizing on proven design solutions *will help us improve operations and reduce cost while integrating modularity, reliability, and flexibility into the project's design.*

To accelerate the design and ensure the project schedule requirements are met, the PCL-Carollo team proposes an innovative approach to developing the 60% design. Typically, this involves modifying and adding detail to the DCR. What we will do differently for you is leverage existing designs with common features as our foundation and tailor them based on insights from the DCR, specific site conditions, and collaborative feedback from the project stakeholders to deliver a world-class, custom design for the PRF.

For example, we suggest CSU Southern Delivery System WTP design package as a potential reference design for the plate settlers, filters, solids, handling and dewatering, enhanced turndown and modularity delivered through a design-build contract.

By capitalizing on proven solutions, we can reduce design uncertainties and streamline the development process, making our overall design approach more efficient and cost-effective.

Our goal is to produce a design that is not only technically sound but also operationally efficient and user-friendly. As we refine our design, we will engage the Authority's O&M staff to provide real-world insights and help us gain a deeper understanding of operational requirements and potential opportunities to optimize your operations based on your needs and preferences.



Peace River Facility 24 MGD Expansion Design Criteria Report (October 2023)

100% Reference Design Packages Supported by Virtual and In-Person Site Visits

Design: Early Works Packages

March 10, 2025 to April 15, 2025

- Anticipating NTP for Phase II in mid-April
- Designers need to get early works design packages for Owner Direct Purchase (ODP) for long lead electrical equipment and major equipment site civil work to 100% by April 15, 2025.

Start-Up & Commissioning

- Ancillary start-up in September 2027
- Start-up in November 2027

CONSTRUCTION

PCL understands the importance of your existing water treatment plant in providing clean and safe drinking water to the community. ZERO interruption to your delivery process will be our #1 priority, carried from the design phase and throughout construction.

Construction will be broken into 2 separate packages: An Early Works Site Civil package and the remaining 60% GMP Facility package. To accelerate the schedule the Early Works design and GMP package will focus on the major fill and underslab piping to allow our crews to get onsite early. Major benefits of this approach are:

- Site work and dirt operations will take place during the dry season
- Site prep is ready as soon as the 60% GMP is approved
- Early action onsite gets progress even before design is 60% complete

Early Works Site Civil Package

Moving dirt can be a messy business and we will approach it proactively to minimize disruption to your Plant and normal operations. Our years of experience and lessons learned from working within existing Water Plants have allowed us to identify the following controls and mitigation measures to accomplish this goal. PCL has the

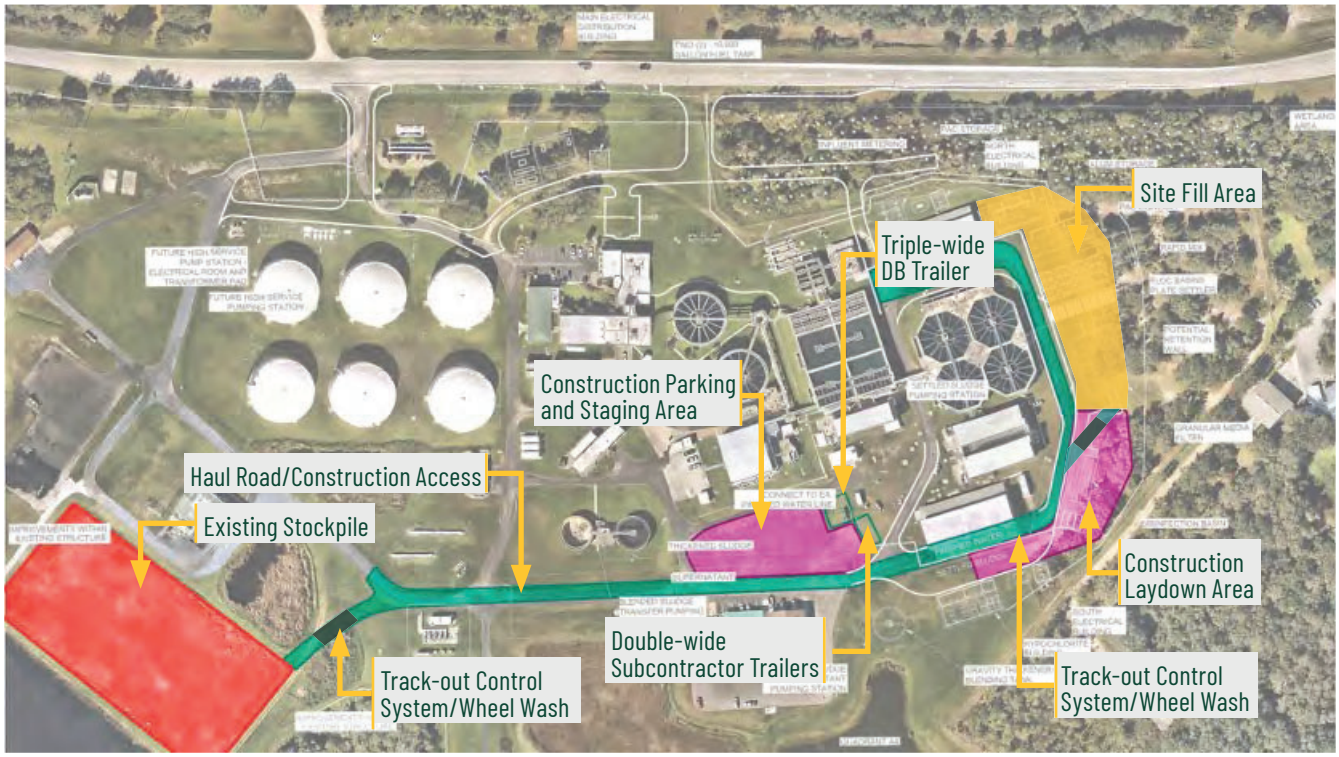


Figure 9. Site Logistics Plan

capability of self-performing this work which provides more control of these activities to meet schedule and quality expectations of PRF along.

- Develop signage and gates/fences as necessary to protect the Plant personnel from our moving machinery in the work areas as well as access to the Plant.
- Monitor existing facilities with vibration sensors to prevent impact to existing structures.
- Mitigate dirt on the roads – Use of trackout control systems or wheel wash setups at each entry point to the plant road from stockpile and fill locations.
- Minimize dust – Maintain water wagons onsite and road sweepers on a regular schedule.
- Identify schedule for chemical deliveries and work closely with Plant to eliminate disruptions.

60% GMP Facility Package

PCL has the capability of self-performing the following scopes which provides close control of the schedule, efficiency in eliminating double markups, and assurance of key quality procedures throughout construction. Our PCL field and management teams have worked together with Carollo over the last 10 years which gives us a decade of experience in knowing how their design details are and what the quality standards and expectations will be. This means that our pricing can be more competitive since we know exactly what will be required and do not need to include additional contingency.

Our teams recent self-perform concrete services were able to save the City of St. Petersburg almost 5% on the concrete package when bid out to local subcontractors.

Self-Perform Scopes:

- Site backfill and clearing and grubbing
- Concrete
- Miscellaneous Metals
- Mechanical Piping (above and below grade)
- Equipment Installation
- Startup and Commissioning

Construction Methodology

PCL approaches every job with the same structured approach and evaluates them through the lenses of Safety, Quality and Schedule. Through these lenses the key risks are identified, and procedures are put in place to mitigate them so that we can deliver the project on time, under budget and with zero incidents.

SAFETY

Our award-winning safety program provides the basis for delivering this project safely and without incident. Todd has a 10-year track record of leading teams to completion with ZERO lost time incidents and will continue fostering the proper culture onsite necessary to deliver this.

QUALITY

Quality assurance is achieved by implementing key technologies such as Site Scan, provides real time feedback and visual confirmation that all active work is in compliance with the contract documents. This gives additional assurance of quality and prevents delays of the schedule due to rework. In combination with our in-house GPS survey equipment, we are verifying work as it goes in place and providing continuous and highly accurate as-built verification incorporation into the BIM model for future use by the Authority.

SCHEDULE

PCL knows that schedule is critical to this project and our intent is to structure the sequence of design to facilitate early work in the field. This gives us every opportunity to mitigate schedule risk and get ahead early to meet, and/or exceed, the current schedule provided by the Authority.

Startup, and Commissioning

With 28 years of working together with Carollo, this process is not new and expectations are already known.

Dan Miller, with PCL, has 30 years of experience in starting up new systems. Dan's experience paired with Doug Eckmann's historical knowledge and lessons learned from projects at the PRF sets us above our competition.

Stakeholder Coordination

With our local offices, our experience with the regulatory agencies, and current relationships with the PRF staff, we will quickly resolve any issues that arise. Too often inexperience with specific entities results in delayed or incomplete communication. Our team's understanding of the process will save both time and money by knowing who and when to engage for each specific phase of the project.

RISK MANAGEMENT AND SAFETY PLAN

Managing risk during all phases of a water treatment facility project is key to managing both schedule and cost while protecting the Authority's interests. Challenges associated with safety, supply chain uncertainties, MOPO execution, and stakeholder consensus will require proactive risk mitigation to limit the potential for hazards to affect the project's success.

We will use a formal risk register to identify and mitigate project risks with continuous input by the project team, which will help our team establish allowances and contingencies. The PCL-Carollo team will populate the risk register with all project stakeholders to identify potential project risks, assign them to the party best suited to manage the risk, and work collaboratively on mitigation plans to prevent the risks from impacting the project.

The PCL-Carollo team is one of the area's strongest teams who can accurately identify and manage project risks, so you won't have any surprises as the project progresses. The key risks that we have seen at this stage and their mitigation strategies are outlined below.

Risk and Mitigation Strategies

SAFETY PLANNING

While working with Carollo to incorporate safe working considerations for the project, PCL will also develop a site specific Health, Safety and Environmental Plan for the project. This comprehensive plan will address every conceivable safety risk and eliminate or mitigate the exposure of all individuals associated with the project.

STAKEHOLDER SCOPE BUY-IN

We will use in-person facilitated focus groups with major stakeholders and the entire PDB team to align on alternatives analysis items and fast-track decisions that affect project scope to memorialize in Tech Memos prior to 30% design.

PROCESS AREA OWNERSHIP VS. DESIGN CENTERS

Design centers tend to result in more errors and omissions, lost input from the owner, and time wasted as engineers move in and out of a project assignment. The PCL-Carollo team has dedicated Process Area Leads from kick-off through commissioning that will lead the development of 60% design deliverables and support GMP development for that area. Each lead will carry their respective process area through pre-procurement, construction, commissioning, start-up, and transfer and support availability during the warrantee period and beyond. Since the design duration is extremely aggressive, this process will mitigate errors and omission costs from design modification and potential gaps in our final GMP.

MAINTAINING PLANT OPERATIONS

The new dedicated plant entrance and new raw water supply line under a separate contract

will drastically reduce the impact on the daily plant operations. All construction traffic will use the new plant entrance off SW County Road 769, which is located just east of the existing entrance. The BODR design includes dedicated acceleration and deceleration lanes for truck deliveries to safely enter and exit the plant and eliminate construction traffic passing through your main entrance by your administration building.

When it comes to critical MOPOs, we will have some major electrical plans for the new electrical service drops and bringing the new electrical building online, but we have already shown you how we can optimize the DCR design on page 35.

Your foresight to install the raw service line prior to this project will eliminate our risks to perform this service line work. The removal of the future blind flange for our yard pipe crew to tie the influent raw water line to our plant will not affect your current plant operations at all.

Most of our construction efforts will be directed to the north and east side of your existing facility, making it easy to segregate the construction scope from your daily plant operation. All MOPO plans for the project will be vetted through our design team for approval, which will then be reviewed with your operation staff for full buy-in.

PERMANENT MATERIAL ESCALATION

With electrical transformers and gear still experiencing high demands and drastically long lead times, engaging with these critical vendors prior to 30% design and advancing the design early is critical to facilitate early procurement. To do so, we will use any combination of 1) procurement allowances built into Phase I, 2) an early GMP, and 3) completing submittals within Phase I to expedite procurement. We will also use this methodology for the process equipment so the Authority can issue purchase orders of ODP packages to lock in the price early for GMP cost certainty.

PERMANENT MATERIAL AVAILABILITY

We will identify equipment/material that have been affected by supply chain issues or shortages and lock-in items with early purchase orders such as long lead electrical items. We will also procure associated raw materials such as the structural fill required to fill the low-lying area located on the east side of the propriety where the future expansion will occur.

LABOR RESOURCES

The alignment of this project with existing resources has already been completed. With PCL's strong presence from our past and current projects in Tampa to Manatee County, we have local craft workers available to join our team and mobilize national resources, if required. This will reduce quality issues resulting in costly rework and allow us to maintain our already exemplary safety culture by transferring them when construction kicks off in the spring of 2025.

CONFLICTS WITH EXISTING UNDERGROUND INFRASTRUCTURE

Starting with a detailed MOPO plan that includes all planned improvements by overlaying them onto the existing site, we will develop a more strategic pothole plan to confirm all known or potential conflicts can be completed. We will use our proven process of GPRS and vacuum subsurface explorations, accompanied by our in-house GPS survey to accurately identify all existing utilities into design progressions. This will greatly reduce the schedule and lower the risk of utility strikes that could adversely affect plant operations.

START-UP AND COMMISSIONING

We have included Doug Eckmann on our team as our Chief Technical Advisor, who has been Project Manager on all of your plant expansion projects since 1996 taking it from 12 to 51 MGD finished water capacity through three expansions. His involvement in the last 24-MGD

expansion at the PRF means he knows exactly how it was started up, whereby utilizing the recycle pump station, all the water used during start-up and commissioning was pumped back to the reservoir. This historical knowledge and lessons learned will save time and money on this project and contribute to a seamless start-up and commissioning phase.

COST CERTAINTY

PCL and Carollo have cultivated a seamless partnership over the past 28 years of successfully delivering projects together just like this. This deep-rooted alignment ensures that when the Authority brings our team on board, they will be immediately integrated into a ▶ **proven, fine-tuned process**,◀ which will eliminate uncertainty and maximize efficiency. The longstanding synergy between PCL and Carollo enables us to anticipate and effectively manage any project complexity, thereby providing the Authority with a streamlined and predictable project experience.

From the outset, PCL will leverage our 27-year Florida partnerships with subcontractors, suppliers and local craft labor to facilitate smooth communication and coordination across all phases of the project. This integration allows the Authority to benefit from a cohesive team approach where design and construction processes are not only aligned but also optimized for cost, schedule and quality. This proven framework of ▶ **proven and prequalified vendors** ◀ allows costs to be accurately anticipated and predicted and ensures project objectives are met consistently and without any surprises by locking in prices early.

During the preconstruction phase, PCL and Carollo will work closely with the Authority to workshop design innovations and savings to enhance the engineering approach to the project. Once complete, PCL will develop a price model and simultaneously ▶ **assess and address potential project risks** ◀ while fine-tuning the project delivery plan. This cycle of design and price modeling will continue until the project plan is optimized for the project budget.

We provide Cost Certainty by:

- **The right design with the best designer**
- **The right local subs based on our 28-years experience**
- **Accurate production history to predict labor costs**
- **Identification and elimination of project risks**

PCL's market relationships and Carollo's technical expertise combine to ensure that project materials are services are secured at optimal prices and at the optimal time, safeguarding the project from market volatility. Furthermore, PCL has partnered with Microsoft to develop an in-house suite of ▶ **construction management technology** ◀ called PM4+. For example, this software tracks labor production, which informs PCL's estimates with accurate labor, schedule and production history, thereby eliminating uncertainty in our price models. These strategies not only enhance project quality but also stabilize costs and add an additional layer of certainty for the Authority.

In summary, the Authority benefits from the ▶ **integrated project delivery** ◀ of PCL and Carollo and will experience a hassle-free project delivery that is both efficient and devoid of any surprises. Our established partnership is our guarantee of expertise and a cohesive project approach, which will ensure your project will be delivered on time, within budget and to the highest standards.

Approach Attachments

EXHIBIT A
SCOPE OF SERVICES FOR PRECONSTRUCTION PHASE
April 22, 2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY 24-MGD EXPANSION
(Project)

PROJECT BACKGROUND

Peace River Manasota Regional Water Supply Authority (Authority) is a regional water supply authority that provides wholesale drinking water through its four-member government Counties of: Charlotte, DeSoto, Manatee, and Sarasota. The Authority's current supply sources include surface water from the Peace River. The Authority owns and operates the Peace River Water Treatment Facility (PRF), which is located at 8998 SW Authority Road 769, Arcadia, DeSoto County, Florida. The Facility is subject to the conditions of the Authority's Water Use Permit (20010420.012). The Authority's water treatment plant is permitted by FDEP for a finished potable water capacity of up to 51 million gallons per day (MGD). The Authority also owns and maintains a 500-million-gallon (MG) reservoir (Reservoir no. 1) and a 6-billion-gallon (BG) reservoir (Reservoir no. 2) for storage of source water from the river upstream of the facility. Additionally, an Aquifer Storage and Recovery (ASR) system provides the Authority flexibility for storage and recovery of water supplies during certain flow conditions. The PRF was originally constructed five decades ago with numerous expansions and improvements made over the years. The PRF has consistently provided reliable water supply to the Region, leveraging innovative ASR and off-stream reservoir systems to maximize the beneficial use of the Peace River water resource.

Purpose and Objectives

Additional water production is needed to support growth and development within the Region. To meet this demand, the Authority will expand the surface water supply. Major components required to expand the PRF capacity, include a new intake and pump station on the Peace River, 9-billion gallon off-stream reservoir, reservoir pump station and conveyance system (PR3), all currently under design and to be constructed by others. This scope of work includes preconstruction services for design-build delivery of a 24-MGD expansion of the surface water treatment facilities.

PROJECT SCOPE AND REQUIREMENTS

This Project scope includes 60% design services and GMP pertaining to the following major elements for the 24-MGD treatment expansion to the PRF. The Project includes coordination

and integration with the existing facility and other aspects of the Expansion and other relevant projects being delivered by others.

Preconstruction Phase of the project delivery is generally described as follows:

- Preliminary Design Report
- 60% Design Documents
- Price Model and Guaranteed Maximum Price (GMP)
- Early Works Package Development

This document represents the Design-Builder's scope of services to complete the Preconstruction Phase of the Project based on the RFQ issued on March 8, 2024.

SCOPE OF SERVICES FOR PRECONSTRUCTION PHASE (60%-LEVEL DESIGN AND GMP)

The eight specific tasks to be completed by the Design-Builder as part of scope or services for the Preconstruction Phase are listed and subsequently detailed below.

- Task 1 – Project and Quality Management
- Task 2 – Field Investigations, Review DCR and Other Documents, and Coordinate Related Projects
- Task 3 – Preliminary Design Report
- Task 4 – 60%-Level Design Development
- Task 5 – Cost Model Development
- Task 6 – Procurement Strategy and Early Works Document Development
- Task 7 – 60% Design Package and GMP

Task 1 – Project and Quality Management

Provide project management services to complete the project. These services will include effective project controls and reporting, preparation of invoices, progress reports, and directing internal resources and subconsultants so that project milestones and deliverables are met as scheduled. Coordinate meeting and focus session schedules with the project team, including subconsultants, Authority, and stakeholders. The tasks associated with managing the project are as follows.

1.1 Project Work Plan

This effort includes developing a Project Work Plan documenting lines of communication, filing systems, design & CAD standards, and other related information to be shared with project team members, including subconsultants.

The Project Work Plan will address quality management, staffing, initial project schedule, design standards, CAD standards, BIM standards, deliverables, and delivery plan. Included in the Plan will be a Schedule for Design Services with agreed-upon critical milestones. This schedule will be incorporated into the overall Project Schedule. This Plan will identify information needed to complete the work while establishing the contact information, lines of communication, and procedures for the project. The draft Plan will be provided to the Authority for discussion at the Project Kickoff Meeting.

1.2 Project Invoicing and Status Updates

Provide monthly invoices and progress reports that document work performed during the month. These reports will be delivered as part of the monthly progress payment request.

1.3 Preconstruction Project Schedule

This effort includes developing, working with, and maintaining the schedule for the Preconstruction Phase. The schedule will be developed and maintained in Primavera P6 scheduling software.

1.4 Project Meetings

Facilitate meetings and focus sessions associated with efficient project execution. This will include establishing the meeting or focus group objectives, determining participants, creating agendas, and conducting the presentation and review meeting or focus group. Prepare and distribute summary notes documenting decisions and assigned action items. The following meetings and focus groups are planned for the Project.

a. Project Kick-off Meeting (2-hour, in-person)
   Prepare for and attend one initial Project kick-off meeting with the Authority. At a minimum, the kick-off meeting agenda is expected to include the following:
   - Introduction of Project team.
   - Primary lines of communication including distribution of a Project team directory.
   - Review of Project background.
   - Present collective ideas on critical issues and success factors related to Project.
   - Review of Project scope.
   - Presentation of Project schedule and milestones.
   - Establish the requirements and water quality goals and other project objectives.
   - Submit a Data Request Document

b. Focus groups, Meetings, and Field Trips
   Prepare for and attend the following meetings and focus groups:

Focus Sessions: Specific project focus sessions will be conducted to present, review, and advance design decisions and equipment selection. Nine focus sessions are anticipated:

- Preliminary Treatment Process Evaluation (4-hr) – Review the DCR and present options and recommendations for modification and refinements.
- Unit Process Refinement (2-hr) – Review type, size, and design criteria for major unit processes
- Electrical, SCADA, and I&C (4-hr) – Establish design criteria for SCADA/E/I&C in alignment with the Electrical Master Plan and SCADA I&C Master Plan currently under development
- Preliminary Design Report Review (2-hr)
- Procurement Strategy and Pre-purchase (1-hr) – Review and refine the procurement strategy and proposed pre-purchase packages
- Facility Integration and Future Visioning (2-hr) – Discuss integration of the treatment facility project with existing facilities, other on-going projects at PRF, and potential future improvements at the PRF
- Constructibility Review and Value Engineering (2-hr) – Present options and alternatives with associated cost impacts for review and concurrence of Authority staff
- Preliminary 60% and GMP Review (4-hr) – Page-turn review of the preliminary draft 60% package and draft GMP
- Draft Final 60% and GMP Review (2-hr) – Discuss review comments on the draft 60% package and draft GMP

Progress Meetings (1-hr): Regular/monthly meetings will be conducted with the Authority to discuss Project progress/status, schedule, budget, potential issues, and upcoming activities, in addition to specific task results, and permit applications. Where possible, these meetings will coincide with the specific design focus groups listed above. For budget purposes, a total of nine (9) progress meetings are assumed for the Preconstruction Phase Services. Progress meetings are in addition to the nine focus sessions.

c. Internal Coordination and Progress Team Meetings
Meet regularly internally with the project team to review Project progress/status, compliance with schedule, discipline coordination, next steps, action items, potential issues, peer review and design review log, and upcoming activities.

1.5 Subconsultant Management and Coordination

Manage the efforts of the subconsultants, including review of work progress and deliverables, and invoicing and payments. This effort includes coordinating meetings, schedule, and deliverables.

1.6 Document Management

This effort includes managing project documentation by establishing a shared channel via MS Teams and/or utilize PCL's proprietary Project Management software PM4+, which will be accessible to team members and authorized members of the Authority. For 3D models in Revit and associated PDF drawing extractions, the Autodesk Construction Cloud server will be used for documentation management. This will also be accessible to team members and authorized members of the Authority. Maintain the shared channel/folder to facilitate access and review of project deliverables.

1.7 Listening Safari and Field Trip

Coordinate and participate in a "Listening Safari" at the PRF to effectively capture staff issues, preferences, and requirements. Coordinate and participate in a field trip to Colorado Springs Utilities SDS WTP to facilitate dialogue and understanding regarding plate settlers and other major unit process features. This will be paid from specified allowance for all attendees.

1.8 Board Meetings/Presentations

Participate and assist in Board meetings/presentations at two key milestones. Attendance and presentations at two (2) Board meetings are assumed for budget purposes.

1.9 Quality Management

Coordinate and perform quality assurance and quality control (QA/QC) for the project including a QA/QC review of all project deliverables to make sure they meet the project requirements. All QA/QC will be performed by a Quality Manager and qualified technical experts assigned to the project.

1.10 Risk Management

Conduct a Risk Management Workshop with Authority staff, plant operators, design consultants, and construction managers. A risk management register (Risk Register) will be prepared for review following discussions held during the workshop. The register will include identified risks, likelihood of these risk, potential impacts, and assignment of the party that can best manage the risk, and risk mitigation plan. The Risk Register will be updated throughout the project through completion of construction. Prepare and provide updates to a risk register according to the following:

- Develop and maintain a risk register using a risk register template approved by the Authority.

Task 2 – Field Investigations, Review DCR and Other Documents, and Coordinate Related Projects

2.1 Data Requests and Transmittal

Compile and submit transmittal requests for existing and/or historical data, reports, and record drawings including other on-going or anticipated projects at the PRF.

2.2 Review Previous Reports and Drawings

Review available reports and documents from existing, ongoing, and anticipated projects to establish constraints and opportunities.

The review task will be front loaded but will continue throughout the Project as pertinent ongoing and anticipated projects progress during the course of this Project.

2.3 Surveying

Onsite Topographic Survey

Conduct necessary site topographical survey assessments of the Peace River Facility (PRF) as necessary for the PRF Expansion to supplement existing available survey data.

Report to Authority the findings, conclusions, and recommendations pertaining to the preliminary and final design of the new facilities. Copies of the electronic files including site mapping, and other products of the site survey will be provided to Authority for record purposes.

2.4 Geotechnical Investigations

Onsite Geotechnical Investigation

Conduct geotechnical investigations/borings at strategic locations on the plant site to supplement existing data and establish a basis for structural design of the new facilities and for design of the paving, sitework, and retention ponds. Geotechnical investigation will include drilling and sampling borings for the proposed new structures and buildings to determine subsoil conditions and laboratory analyses. Perform a Ground Penetrating Radar (GPR) survey in the area of the proposed boring locations to aid in confirming utility clearance. Report to Authority the findings, conclusions, and recommendations pertaining to the preliminary design of the new facilities. It is assumed that the following borings will be completed at the proposed water plant site.

- Twenty (20) Standard Penetration Test (SPT) borings.
- Twenty (20) hand auger borings in the proposed pavement areas.

Onsite SUE Investigation

Conduct SUE investigations at strategic locations on the plant site to supplement existing data and establish a basis for design of the new facilities and for design of the paving, sitework, and retention ponds. SUE investigation will include:

- Twelve (12) Hand-dig investigations.

Onsite Test Pit/Trench

Conduct test trench and sampling of proposed fill to confirm soil characteristics are suitable for use as structural backfill.

- Six (6) test locations as required.

2.5 Environmental Investigations

Conduct necessary environmental assessments of the project site for wetlands delineation. Provide guidelines to Environmental subconsultant for environmental work to be performed in this project.

Work under this task will be coordinated with environmental investigations to be performed on Authority's other ongoing projects.

This analysis includes jurisdictional wetland delineations, completion of any required wetland functional assessments and associated documentation, conducting specific state and federal listed species surveys (identified during the environmental review) and agency coordination through one pre-application meeting.

Review the information resulting from the environmental investigations completed by the Environmental subconsultant. The Design-Builder anticipates receipt of a desktop analysis and field verification of endangered species habitats and wetland delineations within the designated project area of the PRF property. This task also includes review of the environmental study report developed as part of this Project.

Task 3 – Preliminary Design

3.1 Preliminary Design Report Development

Based on the DCR and reference designs from previously designed and constructed water treatment facilities, the Design-Builder will refine the design concepts from the DCR. Information, options, and recommendations will be presented and collaboratively progressed through the series of focus groups listed in Task 1.4. Results will be documented in a draft Preliminary Design Report (PDR) that will contain site investigation results (from site

investigations and analyses performed independently by Design-Builder); alternative evaluations and recommendations; design criteria development; project feature design development; Design-Builder analyses to support designs, including monitoring and SCADA designs; regulatory requirements; and quality management reviews.

At a minimum, the PDR will include the following sections or areas of information:

i. Project summary, goals/objectives, and requirements
ii. Alternatives evaluation, results and justification for proposed alternative selection
iii. Overall process design (including process flow diagrams)
iv. Hydraulics (including hydraulic profile)
v. Treatment process design criteria
vi. Site plan
vii. Architectural, landscaping and structural criteria
viii. Electrical power distribution description including electrical one-line diagrams
ix. Instrumentation and controls, and SCADA architecture and draft P&IDs
x. Capital and operational cost estimates
xi. AACE Class 4 price estimate
xii. Preliminary Traffic Control Plan and sequence of construction, maintenance of plant operations (MOPO)

The PDR will include the following level of detail:

1. Sufficient two-dimension (2D) and three-dimensional (3D) drawings to adequately depict the preliminary design of the facilities.
2. Comprehensive description and evaluation of treatment process alternatives proposed as feasible to achieve Project objectives, including qualitative and quantitative evaluation factors and evaluation process that justifies the preferred solution.
3. Copies of all reports prepared as part of site investigations.
4. Summary of all national and local codes and standards applicable to the Work.
5. A preliminary estimate for the Project, serving as the initial Price Model.
6. An updated Design Schedule (with construction phase schedule elements included).

3.2 Draft and Final Preliminary Design Report

3.2.1 Draft Preliminary Design Report

Provide six (6) hardcopies and an electronic copy in Adobe Acrobat PDF format of the draft PDR (and other associated deliverables). Provide any necessary clarification and discussion over the Authority's 14-day review period.

3.2.2 Final Preliminary Design Report

Revise the PDR (and deliverables) in response to Authority's comments and provide six (6) hardcopies and an electronic copy in Adobe Acrobat PDF format of the revised (final) PDR to the Authority within fourteen (14) calendar days of receipt of comments.

Task 4 - 60%-Level Design Development

A. After acceptance of the PDR and upon written authorization the Design-Builder will prepare and progress the following technical exhibits:

1. Drawings
2. Specifications
3. Procurement documents

B. The technical exhibits will show or describe the character, scope, and intent of, or relate to, the Work to be performed or furnished by or for Design-Builder and will be consistent with the PDR. Design-Builder will provide in writing descriptions of any deviations in the technical exhibits from the PDR.

C. Design-Builder will prepare a Preliminary Drawings and Specifications Design Package containing supplemental site investigations; determination of the number and sequencing of construction packages; phasing plans; staging area plan and site restriction plan; project layout and features; preliminary design of project features and facilities; design calculations; preparation of documents to support permitting; preparation of preliminary plans and specifications; a preliminary Traffic Control Plan; and quality management reviews. This Preliminary Design Package will include descriptions of any deviations from the PDR and will be developed to the following approximate levels of completion:

1. A title sheet or sheets with approved signature block, a location map, the Project name, issue block with dates and revision number, summary of applicable codes and standards, drawing index, sheet number block, space for professional stamp, name, street address, phone, fax, and email address of Design-Builder, Design Professional and all subconsultants (100% complete).
2. General Drawings:
    i. List of Drawings (90% complete)
    ii. Site plan (90% complete)
    iii. Drawing symbols, numbering & tagging conventions, symbols, and abbreviations (90% complete)
    iv. Hydraulic profiles (90% complete)
    v. Design criteria (90% complete)
    vi. Process flow diagrams (90% complete)

vii. Pipe material schedule (90% complete)
viii. Equipment schedule (90% complete)
ix. Valve and gate schedules (60% complete)
x. Boundary survey (100% complete).

3. Civil Drawings:
   i. Yard piping, paving, grading, and stormwater drawings (30% complete)
   ii. Yard piping/utility profiles (30% complete)
4. Structural Drawings:
   i. General notes, plans and sections (30% complete)
5. Architectural Drawings:
   i. Floor plans (90% complete)
   ii. Elevations (30% complete)
   iii. Schedules (30% complete)
6. Mechanical Drawings:
   i. Plans, sections, and details (30% complete).
7. Plumbing, Heating, Ventilation and Air Conditioning (HVAC) and Fire Protection Drawings:
   i. Schedules (60% complete)
8. Electrical Drawings:
   i. Symbols, abbreviations (60% complete)
   ii. Main switchgear single line diagram (60% complete)
   iii. Load schedules (30% complete)
   iv. Single line diagrams (30% complete)
   v. Electrical distribution site plan (30% complete)
   vi. Project Facility electrical plans (30% complete)
   vii. Lighting and receptacle plans (30% complete)
9. Instrumentation:
   i. Legends and symbols (90% complete)
   ii. Control system block diagrams/network architecture (90% complete)
   iii. Process and instrumentation diagrams (P&IDs) (90% complete)
10. Security Drawings:
   i. Project Site plan (30% complete)
   ii. Equipment schedules (30% complete)

The Drawings will schematically show, at a minimum, all existing and proposed features both above and below the ground including, but not limited to, roads, sidewalks, trails, fences, gates, utilities, signs, fixtures, landscaping, plantings, structures, mechanical, electrical, plumbing and other building systems. Drawings for building and plant projects will be prepared in 3D CAD using BIM software tools capable of detecting interference, constructibility problems, and future maintenance access problems between components. All component conflicts will be resolved by Design-Builder.

D. The Preliminary Specifications will be developed according to the following:
   1. Complete list of Specifications.

2. Identifications of Authority standard specifications and Design-Builder specifications intended for use
3. Major equipment Specifications (30% complete)
4. Preliminary technical Specifications will describe the elements of Work proposed and will be as detailed as possible at this phase of the design and will include manufacturers' cut sheets of proposed major Equipment.

E. The Design-Builder will provide six (6) hardcopies of the draft Preliminary Drawings and Specifications submittal and an updated cost Estimate and an electronic copy in Adobe Acrobat PDF format. Design Professional and Subconsultants will facilitate a Field Inspection Review ("FIR") Meeting and record comments of all interested parties. Design-Builder will document all decisions reached during the meeting and prepare meeting minutes.

F. Based on comments received at the FIR Meeting, Design-Builder will prepare the technical exhibits to a point of 60% completion (also referred to as pre-final design phase Drawings and Specifications). Technical exhibits at the 60%-level will contain final site investigations, final project layout and features, detailed design of project features, detailed drawings and specifications, design calculations (civil, electrical, mechanical, structural), and quality management reviews. The 60% design Drawings will be developed to the following approximate levels of completion:

1. A title sheet or sheets with approved signature block, a location map, the Project name, issue block with dates and revision number, summary of applicable codes and standards, drawing index, sheet number block, space for professional stamp, name, street address, phone, fax, and email address of Design-Builder, Design Professional and all Subconsultants (100% complete).
2. General Drawings:
    i. List of Drawings (100% complete)
    ii. Site plan (100% complete)
    iii. Drawing symbols, numbering & tagging conventions, symbols, and abbreviations (100% complete)
    iv. Hydraulic profiles (100% complete)
    v. Design criteria (100% complete)
    vi. Process flow diagrams (100% complete)
    vii. Pipe material schedule (100% complete)
    viii. Equipment schedule (100% complete)
    ix. Valve and gate schedules (90% complete)
    x. Survey (100% complete)
3. Civil Drawings:
    i. General notes (60% complete)
    ii. Details (60% complete)
    iii. Yard piping, paving, grading, and stormwater drawings (60% complete)
    iv. Yard piping/utility profiles (60% complete)

4. Structural Drawings:
    i. General notes (100% complete)
    ii. Plans and sections (60% complete)
5. Architectural Drawings:
    i. General notes (60% complete)
    ii. Schedules (60% complete)
    iii. Code review drawings (90% complete)
    iv. Floor plans (100% complete)
    v. Roof plans (60% complete)
    vi. Elevations (60% complete)
    vii. Reflected ceiling plans (60% complete)
    viii. Sections (60% complete)
    ix. Details (60% complete)
6. Mechanical Drawings:
    i. Plans, sections, and details (60% complete)
7. Plumbing, HVAC and Fire Protection Drawings:
    i. Schedules (90% complete)
    ii. Plumbing isometric drawings (60% complete)
    iii. Plans & details (60% complete)
8. Electrical Drawings:
    i. General notes, symbols, abbreviations (90% complete)
    ii. Main switchgear single line diagram (90% complete)
    iii. Load schedules (90% complete)
    iv. Panel schedules (90% complete)
    v. Single line diagrams (90% complete)
    vi. Electrical distribution site plan (60% complete)
    vii. Project facility electrical plans (60% complete)
    viii. Conduit plans (30% complete)
    ix. Grounding plans (60% complete)
    x. Lighting and receptacle plans (60% complete)
9. Instrumentation:
    i. Legends and symbols (90% complete)
    ii. Control system block diagrams/network architecture (90% complete)
    iii. Process and instrumentation diagrams (P&IDs) (90% complete)
10. Security Drawings:
    i. Project Site plan (60% complete)
    ii. Equipment schedules (60% complete)

The 60% Design Specifications will be developed to the following approximate levels of completion:

    iii. Table of contents (100%)
    iv. Identification of Authority standard Specifications and Design-Builder specifications intended for use

v. Major equipment specifications (90% complete)
vi. Concrete specifications (90% complete)
vii. Piping and valve specifications (90% complete)
viii. Control narratives (90% complete)
ix. Balance of specifications (60% complete)

G. The Design-Builder will provide six (6) hardcopies and an electronic copy in both original file formats (i.e., MSWord; AutoCADD; MicroStation, etc.) and Adobe Acrobat PDF format of the 60% Technical exhibits and updated cost Estimate. Design-Builder, Design Professional, Subconsultants and key Subcontractors will attend a Final Office Review ("FOR") Meeting to receive comments on the 60% Documents. Design-Builder will document all comments and decisions reached during the meeting and prepare and submit minutes of the meeting. Design-Builder revise documents based on comments.

H. Design-Builder will prepare its GMP Proposal for submission to the Authority based on the 60% Drawings and Specifications.

I. Technical Exhibits General Requirements:

1. Technical exhibit documents will be developed in 3D and associated 2D format. A complete set of 2D drawings will be developed from the 3D model(s). The 2D drawings will contain, as a minimum, the following information:
    i. Building architectural and structural plans, elevations, cross-sections and other related sections and details, as appropriate to adequately describe the work.
    ii. Plan views, cross-sections and other related sections, and details of mechanical equipment.
    iii. Mechanical, electrical, and I&C drawings that accurately depict required building systems.
    iv. Wiring diagrams and logic descriptions related to programmable logic controllers (PLCs) and any remote input/output (RIO) racks proposed to be installed.
    v. All drawing graphics will fit on 11" x 17" paper when reduced to half size. All graphics, including text and dimensions, will be legible when reduced to half size. Drawing graphics or notes will not be obscured under the binding.

2. Project Specifications will be prepared using Design-Builder's standard technical specifications in MasterFormat 2004 Edition. Specifications will be prepared in Microsoft Word compatible with Authority's current version.
3. Constructibility and Value Design-Buildering Reviews. Design-Builder will conduct constructibility and value-Design-Buildering reviews at each design

deliverable (30% and 60%). Findings from the reviews will each be documented in a technical memorandum provided to the Authority for review and comment.

4. Design Collaboration Meetings. Design-Builder, Authority, and Authority's Advisor will participate in design collaboration meetings at the Authority's offices. Account for ten (10), 2-hour meetings held in person at the PRF or via conference call. Design-Builder, Design Professional, and Subconsultants will attend design collaboration meetings with Authority's staff to exchange and share information regarding development of the technical exhibits.
5. The Design-Builder will provide necessary field surveys and topographic and utility mapping for the purpose of preparing technical exhibits. Utility mapping will be based upon information obtained by the Design-Builder from utility providers. The Design-Builder will provide necessary geotechnical analysis and reporting for the purpose of preparing technical exhibits.
6. Design-Builder will perform a thorough coordination review of all Drawings and Specifications. All discrepancies will be corrected.
7. Design-Builder will expand on survey information provided in the PDR to provide information necessary for the design and construction of the Project.
8. Piped facilities stationing for any gravity pipe system will begin at the low end, which will be station 0+00. The stationing will terminate at each "invert out" and recommence at each "invert in" at each manhole.

Task 5 – Cost Model Development

During preparation of technical exhibits, the Design-Builder will initiate pricing discussions with Subcontractors and Suppliers agreed upon by the Authority.

The Design-Builder will conduct Supplier proposal process on an "open book" basis and will allow the Authority to participate in the receipt and analysis of all proposals, including but not limited to the following:

1. Conduct Supplier procurement processes so as to obtain competitive pricing for cost components of the Project construction including equipment and materials to be incorporated into the construction, and equipment and temporary facilities used in performing the construction.
2. Submit draft procurement documents including procurement contract language, technical specifications, and drawings as required to solicit procurement proposals for Authority's review and comment. Authority's comments will be discussed and incorporated into documents as agreed by the parties.
3. Distribute request for proposals (RFP) for the equipment to be procured to respective Suppliers, respond to Supplier's questions, and prepare addendums as necessary. Copies of all RFPs, addendums, and other relevant correspondence will be provided to the Authority.
4. Solicit competitive bids from all major Suppliers.

5. Meet with the Authority to receive the Authority's recommendations for award of procurement contracts. Discuss the Authority's preferences and reach agreement between the Authority and Design-Builder on the final Supplier selections on the basis of best value, after considering price and other non-monetary factors.

Design-Builder will conduct any Subcontractor proposal process on an "open book" basis and will allow Authority to participate in the receipt and analysis of all proposals. Design-Builder will endeavor to invite at least three (3) Subcontractor proposers, if practical, for all major subcontracts, unless otherwise authorized by the Authority. Design-Builder will furnish copies of quotations to the Authority for review prior to award. Design-Builder, upon reaching agreement with the Authority, will have the right to select based on best value, after considering price and other factors. Copies of all subcontracts, including all modifications and/or revisions will be furnished to the Authority within five (5) business days from issuance.

1. The Design-Builder may select certain Subcontractors without going through the proposal process as required above if it first obtains the Authority's written consent, which may be withheld at the Authority's discretion.
2. For selecting subcontractors, a pre-qualification process will be utilized by the Design-Builder by first identifying potential subcontractors and then evaluating subcontractors based upon a pre-qualification questionnaire. The pre-qualification questionnaire will address evaluation criteria agreed upon by the Design-Builder and Authority. Pre-qualification of subcontractors is important for obtaining a cost competitive and competent subcontractor for Design-Build construction.

Task 6 – Procurement Strategy and Pre-purchase Document Development

Design-builder will determine equipment lead times for items on the major equipment list. For items with uncertain lead times and those falling on the critical path, Design-Builder will develop procurement strategies and associated pre-purchase documents. Upon acceptance of GMP, authorization and execution of Phase 2 of the contract, issuance of notice to proceed, and in coordination with the Authority, Design-Builder will initiate pre-purchase procedures.

Task 7 – 60% Design Package and GMP

7.1 Draft 60% Design Package and GMP

Design-builder will assemble all 60% design documents into a Draft 60% Design Package. Consistent with the Draft 60% Design Package, Design-Builder will submit a draft cost Proposal for the completion of construction phase and the Project closeout phase (GMP), in accordance with the Agreement.

A proposal form will be prepared by Design-Builder in a specific format, with support documentation, as agreed upon by the Authority.

7.2 Final 60% Design Package and GMP

Incorporating comments on the Draft 60% Design and negotiated value of the GMP, Design-Builder will prepare and submit a Final 60% Design Package and GMP along with final scope of work for Phase 2 of the Project.

ASSUMPTIONS

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project task requirements are different from the assumptions presented in this Scope of Services, or if Authority desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the Authority and the Design-Builder. The following assumptions apply to this project:

- Services not specifically identified within this Scope are not included in this Agreement. However, additional services can be provided if deemed necessary by the Authority. No additional services will be performed without prior written consent from the Authority.
- Equipment Tagging Conventions: Provided by Authority.
- Where new construction ties into existing construction, no lead or asbestos sampling, permitting, or abatement will be required.
- Design-Builder will design site drainage to comply with SWFWMD ERP and minimum Authority standards and will verify the existing Stormwater Pond is sized to accommodate this expansion of the surface water treatment facilities and future new brackish Groundwater facilities.
- Authority will be responsible for acquisition of easements (including temporary construction easements), if required.
- Notwithstanding any contrary provision in the Agreement, Design-Builder will be entitled to use and reasonably rely upon all such information and services provided by the Authority or others in performing Design-Builder's services under this Agreement, in accordance with the standard of care.
- The Authority will arrange for access to and make all provisions for Design-Builder to enter upon public and private property as required for Design-Builder to perform services hereunder.

Design-Builder will endeavor to perform services on a mutually agreed schedule consistent with the goals and objectives of the Authority; however, unforeseen circumstances beyond the control of the Design-Builder may require schedule adjustments.

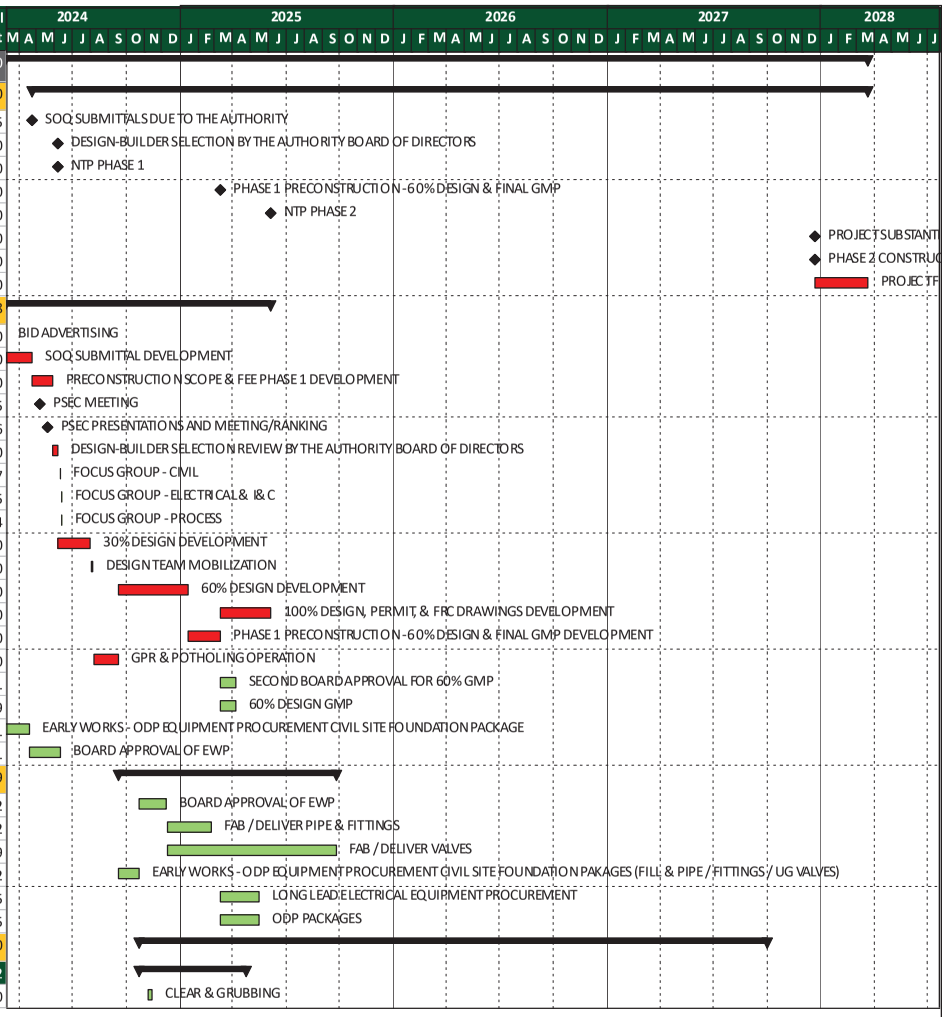
TIME OF PERFORMANCE

Design-Builder will commence work immediately following authorization to proceed. The scope of services will be completed in accordance with the project schedule included in Attachment No. 1 to this Scope of Services.

PAYMENT

To be provided as Attachment No. 2 following negotiations.

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
Peace River Facility Expansion Bid Schedule -4.16.2024		1010	1010	08-Mar-24	21-Mar-28	0
MILESTONES		978	978	22-Apr-24	21-Mar-28	0
MILE-1000	SOQ SUBMITTALS DUE TO THE AUTHORITY	0	0		22-Apr-24	25
MILE-1020	DESIGN-BUILDER SELECTION BY THE AUTHORITY BOARD OF DIR	0	0		05-Jun-24	0
MILE-1040	NTP PHASE 1	0	0	06-Jun-24		0
MILE-1060	PHASE 1 PRECONSTRUCTION - 60% DESIGN & FINAL GMP	0	0		10-Mar-25	0
MILE-1080	NTP PHASE 2	0	0	05-Jun-25		0
MILE-1100	PROJECT SUBSTANTIAL COMPLETION	0	0		22-Dec-27	0
MILE-1120	PHASE 2 CONSTRUCTION COMPLETION	0	0		22-Dec-27	0
MILE-1140	PROJECT FINAL	60	60	23-Dec-27	21-Mar-28	0
PRECONSTRUCTION		312	312	08-Mar-24	04-Jun-25	698
PREC-1000	BID ADVERTISING	1	1	08-Mar-24	08-Mar-24	0
PREC-1020	SOQ SUBMITTAL DEVELOPMENT	31	31	11-Mar-24	22-Apr-24	0
PREC-1040	PRECONSTRUCTION SCOPE & FEE PHASE 1 DEVELOPMENT	25	25	23-Apr-24	28-May-24	0
PREC-1060	PSEC MEETING	0	0		06-May-24*	15
PREC-1080	PSEC PRESENTATIONS AND MEETING/RANKING	0	0		20-May-24*	6
PREC-1100	DESIGN-BUILDER SELECTION REVIEW BY THE AUTHORITY BOARI	6	6	29-May-24	05-Jun-24	0
PREC-1120	FOCUS GROUP - CIVIL	1	1	10-Jun-24	10-Jun-24	37
PREC-1140	FOCUS GROUP - ELECTRICAL & I&C	1	1	12-Jun-24	12-Jun-24	35
PREC-1160	FOCUS GROUP - PROCESS	1	1	13-Jun-24	13-Jun-24	34
PREC-1180	30% DESIGN DEVELOPMENT	40	40	06-Jun-24	01-Aug-24	0
PREC-1200	DESIGN TEAM MOBILIZATION	2	2	02-Aug-24	05-Aug-24	0
PREC-1220	60% DESIGN DEVELOPMENT	80	80	18-Sep-24	15-Jan-25	0
PREC-1240	100% DESIGN, PERMIT, & FRC DRAWINGS DEVELOPMENT	61	61	11-Mar-25	04-Jun-25	0
PREC-1260	PHASE 1 PRECONSTRUCTION - 60% DESIGN & FINAL GMP DEVE	36	36	16-Jan-25	10-Mar-25	0
PREC-1280	GPR & POTHOLING OPERATION	30	30	06-Aug-24	17-Sep-24	0
PREC-1360	SECOND BOARD APPROVAL FOR 60% GMP	20	20	11-Mar-25	07-Apr-25	41
PREC-1380	60% DESIGN GMP	20	20	11-Mar-25	07-Apr-25	739
PREC-1400	EARLY WORKS - ODP EQUIPMENT PROCUREMENT CIVIL SITE FO	30	30	08-Mar-24	18-Apr-24	111
PREC-1420	BOARD APPROVAL OF EWP	36	36	19-Apr-24	10-Jun-24	111
PROCUREMENT		256	256	18-Sep-24	25-Sep-25	619
PREC-1300	BOARD APPROVAL OF EWP	30	30	24-Oct-24	09-Dec-24	42
PREC-1320	FAB / DELIVER PIPE & FITTINGS	50	50	10-Dec-24	24-Feb-25	42
PREC-1340	FAB / DELIVER VALVES	200	200	10-Dec-24	25-Sep-25	619
PROC-1000	EARLY WORKS - ODP EQUIPMENT PROCUREMENT CIVIL SITE FO	26	26	18-Sep-24	23-Oct-24	42
PROC-1020	LONG LEAD ELECTRICAL EQUIPMENT PROCUREMENT	49	49	11-Mar-25	16-May-25	245
PROC-1030	ODP PACKAGES	49	49	11-Mar-25	16-May-25	25
CONSTRUCTION		734	734	24-Oct-24	01-Oct-27	0
PHASE 1 - SITE CIVIL WORK		122	122	24-Oct-24	23-Apr-25	42
CONST-1000	CLEAR & GRUBBING	5	5	07-Nov-24	14-Nov-24	110



PCL Construction

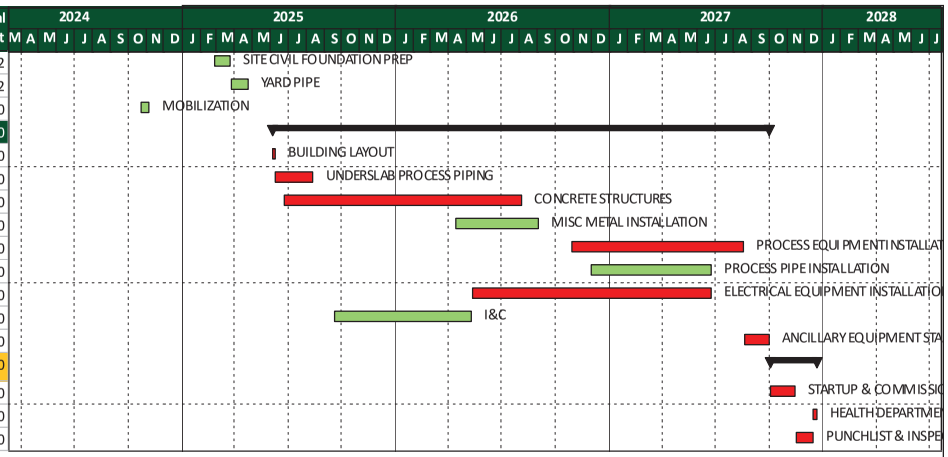
Peace River Facility Expansion Bid Schedule - 4.16.2024

Data Date: 08-Mar-24
Print Date: 19-Apr-24

Page 1 of 2

Actual Work
Remaining Work
Critical Remaining Work
Remaining Level of Ef...
Actual Level of Effort
Milestone

Activity ID	Activity Name	Original Duration	Remaining Duration	Start	Finish	Total Float
CONST-1020	SITE CIVIL FOUNDATION PREP	21	21	25-Feb-25	25-Mar-25	42
CONST-1040	YARD PIPE	21	21	26-Mar-25	23-Apr-25	42
CONST-1300	MOBILIZATION	10	10	24-Oct-24	06-Nov-24	110
PHASE 2 - CONSTRUCTION		583	583	05-Jun-25	01-Oct-27	0
CONST-1060	BUILDING LAYOUT	3	3	05-Jun-25	09-Jun-25	0
CONST-1080	UNDERSLAB PROCESS PIPING	45	45	10-Jun-25	12-Aug-25	0
CONST-1100	CONCRETE STRUCTURES	280	280	24-Jun-25	05-Aug-26	0
CONST-1120	MISC METAL INSTALLATION	100	100	14-Apr-26	02-Sep-26	40
CONST-1140	PROCESS EQUIPMENT INSTALLATION	200	200	30-Oct-26	19-Aug-27	0
CONST-1160	PROCESS PIPE INSTALLATION	140	140	02-Dec-26	23-Jun-27	40
CONST-1180	ELECTRICAL EQUIPMENT INSTALLATION	280	280	12-May-26	23-Jun-27	0
CONST-1200	I&C	160	160	18-Sep-25	11-May-26	320
CONST-1220	ANCILLARY EQUIPMENT STARTUP	30	30	20-Aug-27	01-Oct-27	0
CLOSEOUT		55	55	04-Oct-27	22-Dec-27	0
CONST-1240	STARTUP & COMMISSIONING	30	30	04-Oct-27	15-Nov-27	0
CONST-1260	HEALTH DEPARTMENT ACCEPTANCE	5	5	16-Dec-27	22-Dec-27	0
CONST-1280	PUNCHLIST & INSPECTIONS	20	20	16-Nov-27	15-Dec-27	0



PCL Construction

Peace River Facility Expansion Bid Schedule - 4.16.2024

Data Date: 08-Mar-24
Print Date: 19-Apr-24

Page 2 of 2

Actual Work
Remaining Work
Critical Remaining Work
Remaining Level of Ef...
Actual Level of Effort
Milestone

PCL CONSTRUCTION

SECTION 4

FINANCIAL CAPABILITY AND LEGAL MATTERS

PCL CONSTRUCTION

APPENDIX A

REQUIRED FORMS

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Jim Holtje, Area Manager
(Print individual's name and title)

for PCL Construction, Inc.
(Print name of entity submitting sworn statement)

whose business address is 1 N. Dale Mabry Hwy, Suite 300, Tampa FL 33609

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-3598843
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) 4/15/2024 (Date)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 15 day of April, 20 24 by Jim Holtje as Area Manager of PCL Construction, Inc., a construction company organized under the laws of the State of Colorado, on behalf of the company, who is personally known to me or has produced personally known as identification.

Notary Public

Kristal Cohen

Name typed, printed or stamped

My Commission Expires: 4/30/2026

KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that PCL Construction, Inc. (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of PCL Construction, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

4/15/2024

Signature Date

Jim Holtje

Print Name

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 20 24 by Jim Holtje (name of officer or agent, title of officer or agent) of PCL Construction, Inc. (name of Consultant company acknowledging), a Colorado (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced personally known (type of identification) as identification.

Notary Public

Kristal Cohen

Name typed, printed or stamped

My Commission Expires: 4/30/2026

KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

My Company Profile

Company Information

Company Name

PCL CONSTRUCTION, INC.

Doing Business As (DBA) Name

Company ID

2207271

Enrollment Date

Jul 13, 2023

Employer Identification Number (EIN)

203598843

Unique Entity Identifier (UEI)

EATWNKYCPW67

DUNS Number

825171908

Total Number of Employees

500 to 999

NAICS Code

237

Sector

Construction

Subsector

Heavy and Civil Engineering Construction

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

1711 W Greentree Dr
Suite 201
Tempe, AZ 85284

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

Number of Sites

2

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

View Current MOU

REFERENCE FORM

Reference Project Name: Boynton Beach East Water Treatment Plant Improvements Progressive Design-Build

Reference Entity/Utility: City of Boynton Beach

Reference Contact Person: Poonam Kalkat, Utilities Director

Reference Address: 100 E Ocean Ave, Boynton Beach, FL 33435

Reference Email Address: kalkatp@bbfl.us

Reference Phone No.: 561-742-6403

Project Delivery Method: Progressive Design-Build

Project Location: Boynton Beach, Florida

Contractor Firm: PCL Construction, Inc. (with CDM Smith Constructors)

Contractor Project Manager: Todd Palmatier

Engineering Firm: Carollo Engineers, Inc.

Engineer(s) of Record: Elizabeth Fujikawa, PE

Date Project Commenced: June 30, 2014 (Design start)

Date of Final Completion: May 31, 2017 (Construction complete)

Construction Cost (Budget & Final Costs): $30,803,124 | $25,497,712

Original GMP or Bid: $30,803,124

Final Cost (including Change Orders): $25,497,712

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: PCL constructed two concrete contactors to house 18, 2-3 HP mixers, airlift pumps, FRP resin tanks, weir gates (effluent / influent), and instruments to monitor water turbidity and levels. Two MIEX regeneration skids and a saturated brine tank were also constructed. Completed a raw water tie-in at the existing 24-inch line to connect to the existing 36-inch raw main that runs to the East plant. PCL built a brine disposal receiving station and required piping to connect to existing material waste storage tank in on-site containment area. Other work included filter valve replacements, modifications to disinfection system, replacement of HS pumps, and a new 3-MG finished water storage tank.

The difference in original GMP and final cost is due to one deductive change order as a result of owner-purchased equipment and cost savings during preconstruction.

REFERENCE FORM

Reference Project Name: Clifton Water Treatment Plant Expansion Progressive Design-Build

Reference Entity/Utility: Clifton Water District

Reference Contact Person: Jacob Lenihan, Assistant Manager

Reference Address: 510 34 Road, Clifton, CO 81520

Reference Email Address: jacobl@cliftonwaterdistrict.org

Reference Phone No.: 970-361-1912

Project Delivery Method: Progressive Design-Build

Project Location: Clifton, Colorado

Contractor Firm: PCL Construction, Inc.

Contractor Project Manager: Matt Brown

Engineering Firm: Carollo Engineers, Inc.

Engineer(s) of Record: Vincent S. Hart, PE

Date Project Commenced: Januray 5, 2014 (Design start)

Date of Final Completion: May 25, 2015 (Construction complete)

Construction Cost (Budget & Final Costs): $15,023,450 | $13,123,295

Original GMP or Bid: $15,023,450

Final Cost (including Change Orders): $13,123,295

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: Replaced the existing traditional sand filtration process with ultrafiltration membrane technology while meeting aggressive project milestone dates for substantial completion, including the commissioning of the membrane process. Maintained operation of the existing water treatment facility and ensured the quality of water was not impacted during construction. Constructed a new ultrafiltration facility, including the conversion of the existing flocculation and sedimentation basins that were not in use to a wetwell for the membrane feed pumps.

The difference in original GMP and final cost is due to continuous cost model updates and diligence by team members throughout the process resulted in a lower final cost than originally budgeted. Examples include the membrane supplier finding a vendor that could supply actuators that met specifications at a lower cost, reusing demolition debris as fill material to minimize truck hauling and landfilling, and reusing existing facilities.

REFERENCE FORM

Reference Project Name: Edward W. Bailey Southern Delivery System (SDS) Water Treatment Plant Design-Build

Reference Entity/Utility: Colorado Springs Utilities

Reference Contact Person: Dan Dilts, Operations Superintendent

Reference Address: 1521 Hancock Expressway, MC1304, Colorado Springs, CO 80947-1304

Reference Email Address: ddilts@csu.org

Reference Phone No.: 719-640-0807

Project Delivery Method: Design-Build

Project Location: Colorado Springs, Colorado

Contractor Firm: McCarthy Building Companies

Contractor Project Manager: Paul Laufer

Engineering Firm: Carollo Engineers, Inc.

Engineer(s) of Record: Vinnie Hart, PE, LEED AP, ENV SP

Date Project Commenced: August 2, 2011 (Design start)

Date of Final Completion: August 1, 2016 (Construction complete)

Construction Cost (Budget & Final Costs): $124,000,000 | $124,000,000

Original GMP or Bid: $124,000,000

Final Cost (including Change Orders): $124,000,000

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: Designed a 50-MGD capacity with a turndown capability of 5 MGD and a build-out of 130 MGD. The 82,000-ft^2 WTP included eight different chemical feed systems and three separate polymer systems that deliver coagulant aid, floc aid, and filter aid polymers.

REFERENCE FORM

Reference Project Name: Central District WWTP Oxygen Production Facility

Reference Entity/Utility: Miami-Dade Water and Sewer Department

Reference Contact Person: Marisela Aranquiz-Cueto, Deputy Director, Capital Improvement Program

Reference Address: 3071 SW 38th Ave, Miami, FL 33146

Reference Email Address: marisela.aranguiz@miamidade.gov

Reference Phone No.: 786-552-8894

Project Delivery Method: Design-Build

Project Location: Miami-Dade County, Florida

Contractor Firm:PCL Construction, Inc.

Contractor Project Manager: Todd Palmatier

Engineering Firm: Wade Trim

Engineer(s) of Record: Jeffrey S. Lowe, PE

Date Project Commenced: March 29, 2019

Date of Final Completion: June 7, 2022

Construction Cost (Budget & Final Costs): $54,904,062 | $54,359,728

Original GMP or Bid: $54,904,062

Final Cost (including Change Orders): $54,359,728

Qualification Satisfied: ☑ 2.g. Water/Wastewater Treatment Facility Project ☑ 2.h. Alternative Delivery Project

Description of Work Performed and Explanation of Differences in Original GMP (or bid) and Final Cost: Replaced the VPSA oxygen production units with a cryogenic oxygen system and helped Miami-Dade County meet new environmental guidelines set by the U.S. Environmental Protection Agency and the Florida Department of Environmental Protection.

Cost difference is due to a construction and Owner contingency not used during project execution. 100% of the saving was returned to Miami Dade.

Peace River Manasota Regional Water Supply Authority

Attachment A

Peace River Facility Expansion Project - Final Design, Permitting, and Construction (Project)

Key Personnel and Reference Project Table

Key Personnel	Key Personnel Role on Phase I Preconstruction Services for Project	Key Personnel Role on Phase II Final Design & Construction Services for Project	Current Employer	Years of Exp	Assigned Office City/State	Reference Project No.1 Boynton Beach East Water Treatment Plant Improvements Progressive Design-Build	Reference Project No.2 Clifton Water Treatment Plant Expansion Progressive Design-Build	Reference Project No.3 Edward W. Bailey Southern Delivery System (SDS) Water Treatment Plant Design-Build	Reference Project No.4 Central District WWTP Oxygen Production Facility Design-Build
Aaron Tomita	Design-Build Project Manager	Design-Build Project Manager	PCL	24	Tampa, Florida	Quality Manager	Quality Manager		Quality Manager
Jim Holtje, PE, DBIA	Principal-in-Charge	Principal-in-Charge	PCL	19	Tampa, Florida				Principal-in-Charge
Bob Cushing, PhD, PE, BCEE	Project Quality Manager	Project Quality Manager	Carollo	40	Sarasota, Florida	Technical Advisor		Technical Advisor	
Doug Eckmann, PE, BCEE, DWRE	Project Quality Manager	Project Quality Manager	Kimley-Horn	40	Fort Myers, Florida				
Sandeep Sethi, PhD, PE	Design Manager	Design Manager	Carollo	33	Tampa, Florida	Technical Advisor			
Vinnie Hart, PE	Process Lead Designer	Process Lead Designer	Carollo	32	Tampa, Florida	Technical Advisor	Design Manager	Design Manager	
Todd Palmatier, CGC	Construction Manager	Construction Manager	PCL	23	Tampa, Florida	Project Manager			Project Manager
Craig Yakubow	Preconstruction Manager	Preconstruction Manager	PCL	27	Tampa, Florida	Preconstruction Manager	Preconstruction Manager		Preconstruction Manager
Eric Nash, ENV SP	GMP Development	GMP Development	PCL	20	Tampa, Florida				
Daniel Miller, ENV SP	Start-Up and Commissioning	Start-Up and Commission	PCL	30	Tempe, Arizona	Start-Up & Commissioning	Start-Up & Commissioning		Start-Up & Commissioning
Reference Project Details									
Reference project was completed for the Authority (X)									
Reference Project Location						Boynton Beach, FL	Clifton, CO	Colorado Springs, CO	Miami-Dade County, FL
Reference Project Budget at NTP ($ million **not** including contingency and allowance)						$30.8	$15.0	$124.0	$54.9
Reference Project Cost at Completion ($ million including contingency and allowance)						$25.5	$13.1	$124.0	$54.4
Contract Extension (Actual Final Completion Date minus Scheduled Final Completion Date at NTP)						0 days	0 days	0 days	0 days
Project Status - (Complete, Ongoing, Other)						Complete	Complete	Complete	Complete
Reference Project Delivery Method - Design Bid Build (DBB), Progressive Design-Build (PDB), Design-Build (DB), Construction Management at Risk (CMAR), Other (O)						PDB	PDB	DB	DB
Alternative Delivery Project (X) (Requirement 2.h.)						X	X	X	X
Water/Wastewater Facility Project (X) (Requirement 2.g.)						X	X	X	X

ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by Peace River Manasota Regional Water Supply Authority. The Undersigned verifies that the firm is qualified as a Design-Build firm as defined by Florida Statute 287.055(2)(h). The Undersigned also verifies that the firm is licensed in the State of Florida as a Certified General or Building Contractor in accordance with the Florida Statute 489.119; OR, licensed in the State of Florida as an Engineer in accordance with Florida Statute 471.023.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm, or corporation to furnish all information requested by the Authority, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Peace River Manasota Regional Water Supply Authority designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this 15 day of April, 20 24.

Signature of Affiant

Jim Hotje, Area Manager
Printed Name & Title of Affiant

PCL Construction, Inc.
Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15 day of April, 20 24, by Affiant. who is personally known to me or has produced_____ as identification.

Notary Public

Kristal Cohen
Name typed, printed or stamped

My Commission Expires: 4/30/2026

KRISTAL COHEN
Notary Public
State of Florida
Comm# HH244194
Expires 4/30/2026

CONSTRUCTION

TOGETHER WE BUILD SUCCESS

PCL Construction, Inc.

1 N Dale Mabry Hwy Suite 300
Tampa, Florida 33609

P: 813-425-1440
F: 813-961-1575

www.pcl.com

Wharton-Smith, Inc. CONSTRUCTION GROUP

Hazen

ARDURRA

HDR

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PROGRESSIVE DESIGN-BUILD SERVICES OF THE PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

TABLE OF CONTENTS

	PAGE
TAB 1: Letter of Transmittal & Delegation of Authority	2
TAB 2: Progressive Design-Build Team Qualifications, Experience, & Safety	6
TAB 3: Progressive Design-Build Team Project Approach	33
TAB 4: Financial Capability and Legal Matters	48

TAB 1:

LETTER OF TRANSMITTAL & DELEGATION OF AUTHORITY

Peace River Manasota Regional Water Supply Authority, Attn: Procurement
9415 Town Center Parkway, Lakewood Ranch, Florida 34202

April 22, 2024

Re: SOQ for Progressive Design-Build Services of the Peace River Facility Expansion Project

Dear Professional Services Evaluation Committee (PSEC),

The Wharton-Smith and Hazen Design-Build team has reviewed your solicitation and is excited for the opportunity to partner with Peace River Manasota Regional Water Supply Authority (Authority) on this important next step in continuing outstanding service to its customers.

Southwest Florida continues to be not only one of the fastest-growing areas in Florida, but also the United States. This project is a critical component to maintaining the aggressive growth expectations of the Authority's member governments and customers over the next several decades. Our team understands the importance of providing the Authority, and its member governments, with a high quality expansion project that will be delivered on time to meet this expected demand. Since our founding in 1984, Wharton-Smith has been relied upon for critical infrastructure projects that help build communities. In 1999, the Authority entrusted Wharton-Smith to construct the Peace River Option, Contract No. 3, Peace River Facility and ASR Expansion. Since that point, our partnership with you and your member governments has continued on numerous successful projects. We look forward to answering the call again, with our partners Hazen, Ardurra, HDR, Archer Western, and others, to collaborate on another successful project.

To ensure success on this project, the Authority deserves a Design-Build team that...

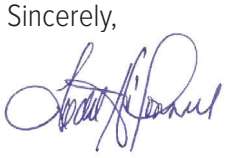
UNDERSTANDS HOW TO BUILD FOR YOU AND AT YOUR SITE— Wharton-Smith has completed 30+ projects with each of the member governments of the Authority, including construction of Plant #2 at the Peace River Facility. Additionally, Hazen, HDR, and Archer Western are currently working on projects as part of the 7 Site Master Plan Update for the Authority. Construction at your facility's site is very unique, and no team is better equipped and knowledgeable than our Design-Build team. Additionally, having completed over 150 projects in Southwest Florida, we are aware of the geographic challenges of working in this area. High water tables and weather events can impede progress, but having a proactive plan and next step in continuing outstanding service to its customers resources in place will keep your project moving forward seamlessly. The content in this proposal submission is proof of our unmatched institutional knowledge and lessons learned that will help keep your project within schedule and budget.

HAS THE NECESSARY RESOURCES TO BE FULLY DEDICATED TO THE AUTHORITY— As mentioned previously, our first project with the Authority was completed on schedule over 20 years ago when we expanded the capacity of the Facility to meet future needs. Now, this expansion is under an even more stringent time-frame. The Authority requires and deserves a Design-Build team that has already begun developing innovative concepts to meet your budget and schedule needs. Our team is currently working with you, has experience at your plant, and has reviewed Brown and Caldwell's Design Criteria Report for this project. We have shown our commitment to delivering a successful project to the Authority... you can count on us!

IS A PROVEN, LOCAL, COHESIVE TEAM— Combined, our Design-Build team members have completed hundreds of projects together, many of which were collaborative delivery critical infrastructure projects. Many of our team members are also professionally trained under the Design-Build Institute of America (DBIA) and have spent the past two decades utilizing DBIA Best Practices to ensure project success for Florida governmental entities. Additionally, our team members are local to your communities and have a personal interest in the success of this project. With a fast-tracked project such as this, it will be imperative to have a proven, local, cohesive team with a track record of success. This team brings the required resources and manpower, experience, and technical expertise to hit the ground running!

Since 1984, our mission has continued to be "to exceed our clients' expectations by performing with the highest quality, professionalism, and fairness, and by communicating with honesty and integrity at all times." That approach has served as our foundation as we have grown to be the Florida leader in water/wastewater construction. Consider this Statement of Qualifications as our team's offer to serve, once again, as your partner on this critical project.

Sincerely,



Todd H. O'Donnell, DBIA
Vice President, Water
Wharton-Smith, Inc.

Andre A. Dieffenthaller, PE,
Vice President
Hazen and Sawyer, P.C.

NOTE: The Wharton-Smith and Hazen Design-Build team acknowledge the receipt of Addendum #1 dated April 4, 2024 and Addendum #2 dated April 11, 2024

Wharton-Smith, Inc. CONSTRUCTION GROUP			Hazen	
Wharton-Smith, Inc. is a privately held corporation legally registered in the State of Florida.		a. Full legal company name and company type	Hazen and Sawyer, P.C. is a corporation legally registered in the State of Florida.	
Primary: Fort Myers 5961 Northland Road Units 2 & 3 Fort Myers, FL 33905	**Other Location: Tampa** 4912 W. La Salle Street Tampa, FL 33607	b. Physical and mailing addresses and other locations that may perform portions of work	**Primary: Tampa** 1000 N. Ashley Drive Suite 1000 Tampa, FL 33602	
Primary Contact: **Billy Logan, DBIA** wlogan@whartonsmith.com (813) 528-5673	**Secondary Contact:** **Todd O'Donnell, DBIA** todonnell@whartonsmith.com (813) 927-1780	c. Primary and secondary point(s)-of-contact information	**Primary Contact:** **Andre Dieffenthaller, PE** adieffenthaller@hazenandsawyer.com (813) 630-4498	**Secondary Contact:** **Andrew Coleman, PE** acoleman@hazenandsawyer.com (941) 378-2862
Timothy S. Smith, *President/CEO*; Ronald F. Davoli, *Chairman of the Board*; Patrick J. Hewitt, *COO - Water/ Wastewater*; Todd H. O'Donnell, *VP of Business Development - Water*; Darin A. Crafton, *COO - Commercial*; Stephanie L. Pompeo, *CFO*; Kenneth E. Marcell III, *VP of Gulf Coast Water*; Andre P. Boagni, *Director of Operations - Texas Water*; Gregory Williams, *VP of Operations - South FL Water*		d. Names and titles of principals, partners, or owners	Robert B. Taylor; David A. Barr; Damann L. Anderson; Patricia A. Carney; Fernando B. Chiriboga; J. Phillip Cooke; Patrick A. Davis; Andre A. Dieffenthaller; Shajan Joykutty; Christopher L. Kush; John C. Koroshec; Holly P. Kremers; Jennifer N. McMahon; Albert Muniz; Ervin B. Myers Jr.; Jayson J. Page; Kurt A. Pfeffer; Guillermo A. Regalado; John P. Schroeder; Janeen M. Wietgrefe (*all Vice Presidents*)	
Established: 1984 **Years in Business:** 40 years (40 years in Florida) **# of Employees:** 807 (713 employees in Florida)		e. Brief statement of company history	**Established:** 1951 **Years in Business:** 73 years (56 years in Florida) **# of Employees:** 1,800 (200 employees in Florida)	
Our Vision... to be the construction group of choice for our employees, our clients, and the communities we serve. ***Our Mission...*** to exceed our clients' expectations by performing with the highest quality professionalism and fairness and by communicating with honesty and integrity at all times.		f. Brief description of business philosophy	Since the firm's inception, Hazen and Sawyer (Hazen) has focused on two critical activities — helping our clients provide safe drinking water to their customers and controlling water pollution and its effects on the environment.	
Established in 1984, Wharton-Smith has stood out as Florida's leader in delivering critical infrastructure projects. Wharton-Smith is eager and ready to lead our team in full collaboration with the Authority to deliver this important project for their member governments.		g. Brief statement regarding interest in this project	Our relationship with the Authority has continued to grow since we won our first contract in 2015. We understand the criticality of this project to the Authority and it's member governments and how it integrates into the ongoing work at the facility. We are excited to support the Authority in taking the PRF into its next stage of operation with this expansion and allowing the Authority to continue to reliably supply water to this region.	
Wharton-Smith will comply with all provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R. Parts 1, 3, and 5).		h. Brief statement regarding compliance with provisions including contract clauses	Hazen will comply with all provisions as detailed in 2 C.F.R. Part 200 (Uniform Guidance), including the required contract clauses detailed in 2 C.F.R. Part 200, Appendix II and Federal Labor Standards Provisions (Davis-Bacon and Related Acts 29 C.F.R. Parts 1, 3, and 5).	

The Delegation of Authority Letter is required for any representative(s) signing on behalf of the Respondents who are not principals, owners, partners, etc. for the Design-Builder firm.

DELEGATION OF AUTHORITY LETTER — WHARTON-SMITH

Wharton-Smith, Inc.
CONSTRUCTION GROUP

CORPORATE RESOLUTION

I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on February 29, 2024, a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

The current list of qualifiers to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli
Timothy S. Smith
Stephanie L. Pompeo
Patrick J. Hewitt
Kenneth E. Marcell III
Darin A. Crafton
Todd H. O'Donnell
Gregory L. Williams
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 29th day of February 2024.
(Seal of Corporation)

WHARTON-SMITH, INC. CORPORATE SEAL April, 1984 FLORIDA

Timothy S. Smith, President CEO

Ronald F. Davoli, Chairman

Stephanie L. Pompeo, Secretary

DELEGATION OF AUTHORITY LETTER — HAZEN

Hazen and Sawyer
498 Seventh Avenue, 11th Floor
New York, NY 10018 • 212.539.7000

CORPORATE RESOLUTION

I HEREBY CERTIFY that at a meeting of the Board of Directors of **HAZEN AND SAWYER**, a corporation under the laws of the State of New York, held on April 28th, 2023, the following resolution was duly passed and adopted:

"RESOLVED, the below listed Officers of **HAZEN AND SAWYER**, be and are hereby authorized to execute any and all contracts on behalf of the Corporation, and that their execution thereof shall be an official act and deed of this Corporation."

Robert B. Taylor	John C. Koroshec
David Allen Baar	Holly Patricia Kremers
Damann L. Anderson	Jennifer N. McMahon
Patricia A. Carney	Albert Muniz
Fernando B. Chiriboga	Ervin Blaine Myers Jr.
J. Philip Cooke	Jayson J. Page
Patrick A. Davis	Kurt A. Pfeffer
Andre A. Dieffenthaller	Guillermo A. Regalado
Shajan Joykutty	John P. Schroeder
Christopher L. Kish	Janeen M. Wietgrefe

I further certify that said Resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 19th day of February 2024.

Peter J Young

Digitally signed by Peter J Young
DN: C=US, E=pyoung@hazenandsawyer.com, O="Hazen and Sawyer, DPC", OU=Vice President/ NE Regional Manager, CN=Peter J Young
Location: New York
Reason: I am approving this document
Date: 2024.02.19 17:08:32-05'00'

Peter J. Young
Vice President and Treasurer

hazenandsawyer.com

TAB 2:

PROGRESSIVE DESIGN-BUILD TEAM QUALIFICATIONS, EXPERIENCE, & SAFETY

2 | PROGRESSIVE DESIGN-BUILD TEAM QUALIFICATIONS, EXPERIENCE, & SAFETY

a. Legal name(s) of all entities that comprise the PDB team, primary point-of-contact, office location, phone number, and email address.

Wharton-Smith, Inc. is a privately-held corporation founded in Florida in 1984 by George Smith and Bill Wharton who based the company on strong work ethics and the vision to create a positive impact within the communities we serve. Water and wastewater construction for public-sector owners is the core of our business. We are proud to be named the #1 Water Firm in the Southeastern U.S., and #5 nationally-ranked Wastewater Contractor, by Engineering News-Record (2023). In addition to water and wastewater, our firm also provides construction services for other municipal capital projects such fire stations, public safety, operational facilities, city halls, K-12 schools, and higher education. Wharton-Smith currently employs over 800 professionals, owns a fleet of heavy construction equipment, and self-performs a large portion of our W/WW work.

ROLE AND CONTACT INFORMATION: Wharton-Smith will serve as lead Design-Builder
Primary Point of Contact: Billy Logan, DBIA | wlogan@whartonsmith.com | (813) 528-5673
Office Location: 5961 Northland Road, Units 2 & 3, Fort Myers, FL 33905

BENEFIT TO THE AUTHORITY:

As one of the top W/WW firms in the Southeast US, Wharton-Smith has the experience, knowledge, and resources you need. We have thoughtfully developed a Design-Build team that hits all of the keys to success on this project: Local and plentiful resources, experience on your Plant and with The Authority, knowledge of your desired processes and systems, and 100% dedication.

Hazen Founded in 1951, Hazen and Sawyer (Hazen) is exclusively focused on water and wastewater engineering and supporting disciplines, and is one of the nation's premier and most experienced water and wastewater firms, especially in Florida. Hazen's Florida staff has been involved in the implementation of more than $8 billion in water-related projects in Florida over the past 10 years, including over $2 billion in alternative delivery projects. Hazen has worked with Wharton-Smith on a number of recent DB projects, including the Howard F. Curren AWTP Master Plan Improvements project, the San Carlos Pump Station, South County WRF Expansion, and Falkenburg AWTP Expansion.

ROLE AND CONTACT INFORMATION: Hazen will serve as lead Designer
Primary Point of Contact: Andre Dieffenthaller, PE | adieffenthaller@hazenandsawyer.com | (813) 630-4498
Office Location: 1000 N. Ashley Drive, Suite 1000, Tampa, FL 33602

BENEFIT TO THE AUTHORITY:

With extensive surface water treatment experience in Florida, and the Country, a strong partnership with Wharton-Smith, and current experience at the PRF, Hazen is your ideal Design Leader for your Project.

Archer Western offers more than 20 years of PDB delivery, and more than 100 years of construction management for water/wastewater utility projects for municipalities, including nearly 40 years of delivering these types of projects successfully to Florida municipalities.

ROLE AND CONTACT INFORMATION:
Archer will serve as an exclusive subcontractor providing preconstruction and construction services

Primary Point of Contact: Robert Bruner, PE, DBIA, ENV SP | rbruner@walshgroup.com | (813) 849-7523

Office Location: 1315 E. 7th Avenue, Suite 103, Tampa, FL 33605

Ardurra Group, Inc., is a Top 500 ENR-ranked Florida Corporation since 1977. Over the past 5 years, Ardurra has grown to a staff of 1,400+ nationwide, with over 300 staff in Florida. Ardurra provides leadership in water treatment plant design, having served as Engineer-of-Record for 20+ WTPs totaling over 2.6 BGD.

ROLE AND CONTACT INFORMATION:
Ardurra will serve as a key sub-consultant for design services

Primary Point of Contact: Christopher Kuzler, PE | ckuzler@ardurra.com | (727) 992-4883

Office Location: 2930 University Parkway, Sarasota, FL 34243

HDR is a global leader in architecture, engineering, environmental, and construction services. Since 1917, HDR continuously evolved and expanded its reach to become a powerhouse in the industry, now with a workforce over 12,000, and over 200 office locations. HDR pioneers solutions that are not just resilient, but also environmentally conscious.

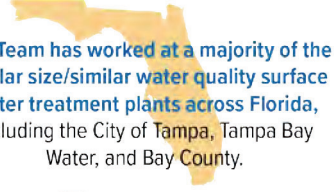
ROLE AND CONTACT INFORMATION:
HDR will serve as a key sub-consultant for design services

Primary Point of Contact: Katie Duty, PE, ENV SP | katie.duty@hdrinc.com | (813) 282-2352

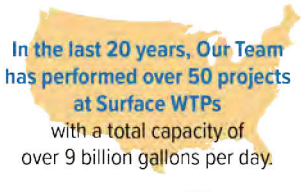
Office Location: 4380 W. Kennedy Blvd., Suite 400, Tampa, FL 33609

BENEFITS TO THE AUTHORITY:

Archer Western, Ardurra, and HDR are currently working with the Authority. The benefit is a workforce already mobilized and familiar with how you work. Due to the fast-track schedule, having recent facility knowledge enhances our ability to deliver on time.



Our Team has worked at a majority of the similar size/similar water quality surface water treatment plants across Florida, including the City of Tampa, Tampa Bay Water, and Bay County.



In the last 20 years, Our Team has performed over 50 projects at Surface WTPs with a total capacity of over 9 billion gallons per day.

OUR DESIGN-BUILD TEAM BRINGS YEARS OF SIMILAR EXPERIENCE TO THE AUTHORITY!

Juturna Consulting was founded in 2018 to target the municipal water resources business sector in Florida. Their staff have expertise in planning, design, construction, hydraulic modeling and analysis, risk and resilience assessment, and project permitting. Together our team will provide innovative solutions for water supply, treatment, delivery, reuse, and disposal issues.

ROLE AND CONTACT INFORMATION:
Juturna will provide permitting and construction support services

Primary Point of Contact: Suzannah Folsom, PE, PMP | admin@juturnaconsulting.com | (813) 644-6839

Office Location: 10549 N. Florida Avenue, Suite F, Tampa, FL 33602

ELEMENT Engineering Group has focused on raising civil engineering in Florida to a higher standard since 2006. With a special expertise in transportation engineering, survey, utility coordination, and subsurface utility engineering, every project is exceptional. ELEMENT Engineering Group provided SUE deliverable products for the Peace River Regional Integrated Loop System, Phase 2B Pipeline Progressive Design Build.

ROLE AND CONTACT INFORMATION:
Element will provide Subsurface Utility Engineering services

Primary Point of Contact: Derek Gil, PE | dgil@elementeg.com | (813) 386-2101

Office Location: 1719 E. 9th Avenue, Tampa, FL 33605

EcoGENESIS is a cutting edge environmental consulting business founded on the principles of the care and stewardship of the ecological systems which sustain humanity. With 30 years of experience, EcoGenesis has excelled in designing, permitting and managing large-scale wetland mitigation. As a small, women-owned business, EcoGenesis understands the importance of providing high-quality, professional services at an affordable price.

ROLE AND CONTACT INFORMATION:
EcoGENESIS will provide Environmental Evaluations on the project

Primary Point of Contact: Pamela Fetterman | pfetterman@ecogenesisllc.com | (941) 351-0300 386-2101

Office Location: PO Box 20376, Sarasota, FL 34276

Driggers Engineering Services has over 49 years of experience in designing, managing, and supervising geotechnical engineering and material testing projects. DESI has provided geotechnical engineering services for the Peace River Manasota Regional Water Supply Authority for various phases of transmission main installations since 2010 as well as numerous similar pipeline projects in Florida. Driggers has proven experience working on Peace River Regional Transmission System, Phase 3B Interconnect Loop, making them already familiar with team members and doing business with the Authority.

ROLE AND CONTACT INFORMATION:
Driggers will provide Geotechnical Engineering services

Primary Point of Contact: Wayne Driggers | wdriggers@driggers-eng.com | (727) 571-1313

Office Location: 12220 49th Street North, Clearwater, FL 33762

Revere was started in 1980 with two goals: Leverage automation to make the world a better place, and serve people by creating opportunities for good people to have good jobs doing good work. Revere leverages their locations throughout the southeast U.S. to bring valuable lessons learned on recent water/wastewater projects, giving your plant operators assurance with I&C and SCADA feedback from the start.

ROLE AND CONTACT INFORMATION:
Revere will provide Instrumentation and Control services

Primary Point of Contact: Jean Mead | jmead@reverecontrol.com | (863) 581-6865

Office Location: 4245 S. Pipkin Road, Lakeland, FL 33811

Cogburn Electric Bros. was founded in 1977 and possess extensive knowledge in Design-Build projects of water and wastewater facilities. Their electrical division specializes in industrial electrical construction, electrical and instrumentation controls, fiber optic termination, high voltage terminations, maintenance, and services. Cogburn Bros. has 30 years of experience on water treatment plants. They also completed the Hillsborough County NWRWRF project with Wharton-Smith.

ROLE AND CONTACT INFORMATION:
Cogburn will serve as our exclusive DB electrical subcontractor

Primary Point of Contact: Raymond Smith | rsmith@cogburnbros.com | (904) 219-3945

Office Location: 3300 Faye Road, Jacksonville, FL 32226

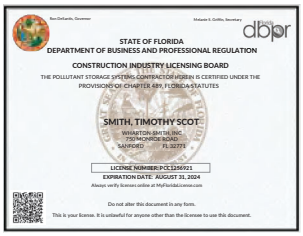
b. Demonstrate the Respondent's business and proposed key personnel are licensed, permitted, and/or certified to do business in the State of Florida and attach copies of all such licenses.

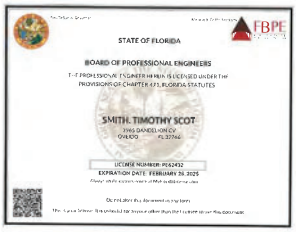
TEAM LICENSES AND CERTIFICATIONS

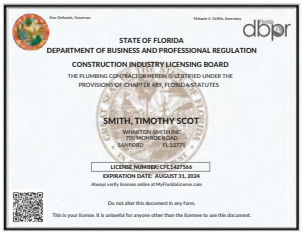
Wharton-Smith, Inc. CONSTRUCTION GROUP

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
SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE BOARD
SANFORD FL 32771
LICENSE NUMBER: CGC1531243
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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
DAVOLI, RONALD FRANK

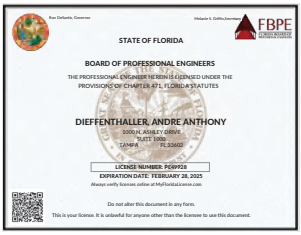

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE POLLUTANT STORAGE SYSTEMS CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE BOARD
SANFORD FL 32771
LICENSE NUMBER: PCC1265921
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.

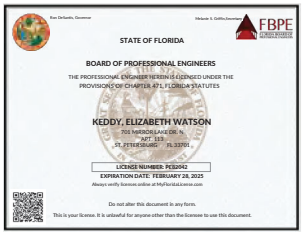

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
SMITH, TIMOTHY SCOT
LICENSE NUMBER: PE62432
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

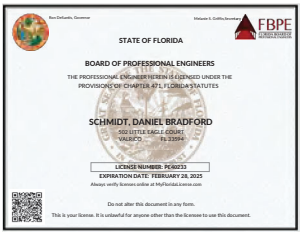

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
SMITH, TIMOTHY SCOT
WHARTON-SMITH INC
750 MONROE BOARD
SANFORD FL 32771
LICENSE NUMBER: CFC1427566
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.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD
THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES
HEWITT, PATRICK JOHN
LICENSE NUMBER: CMC1249866
EXPIRATION DATE: AUGUST 31, 2024
Always verify licenses online at MyFloridaLicense.com

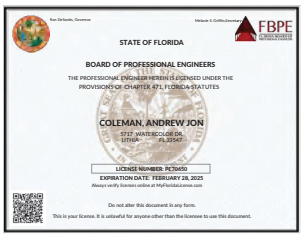
Hazen

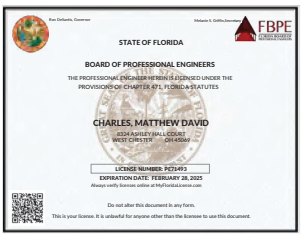

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
DIEFFENTHALLER, ANDRE ANTHONY
LICENSE NUMBER: PE69928
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

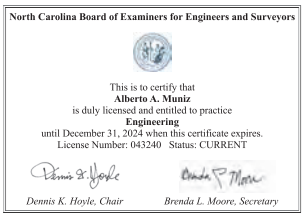

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
KEDDY, ELIZABETH WATSON
LICENSE NUMBER: PE82042
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

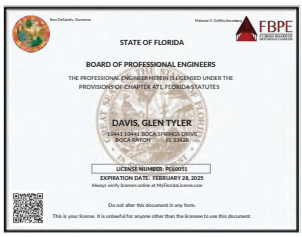

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SCHMIDT, DANIEL BRADFORD
LICENSE NUMBER: PE80233
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS
D. Cory Hopkins
PROFESSIONAL ENGINEER


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
COLEMAN, ANDREW JON
LICENSE NUMBER: PE78450
EXPIRATION DATE: FEBRUARY 28, 2025
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.

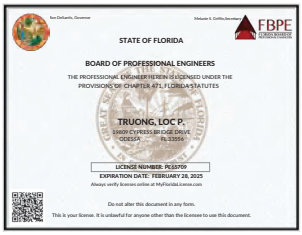

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
CHARLES, MATTHEW DAVID
LICENSE NUMBER: PE71493
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

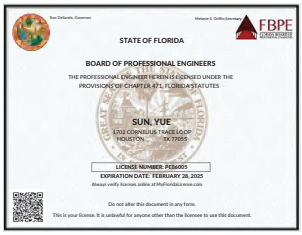

North Carolina Board of Examiners for Engineers and Surveyors
This is to certify that
Alberto A. Muniz
is duly licensed and entitled to practice
Engineering
until December 31, 2024 when this certificate expires.
License Number: 043240 Status: CURRENT
Dennis K. Hoyle, Chair
Brenda L. Moore, Secretary

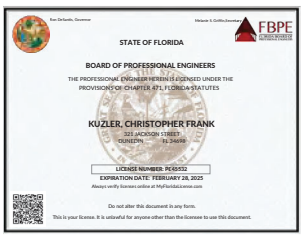

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
DAVIS, GLEN TYLER
LICENSE NUMBER: PE66051
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

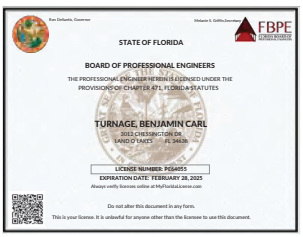
LICENSE LOOKUP

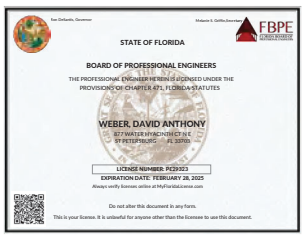
ARDURRA


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
TRUONG, LOC P.
LICENSE NUMBER: PE63709
EXPIRATION DATE: FEBRUARY 28, 2025
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.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SUN, YUE
LICENSE NUMBER: PE66053
EXPIRATION DATE: FEBRUARY 28, 2025
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.


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
KUZLER, CHRISTOPHER FRANK
LICENSE NUMBER: PE69352
EXPIRATION DATE: FEBRUARY 28, 2025
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.

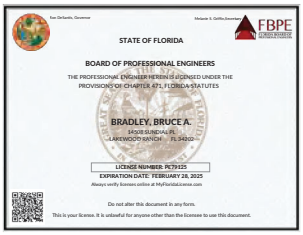

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
TURNAGE, BENJAMIN CARL
LICENSE NUMBER: PE66055
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

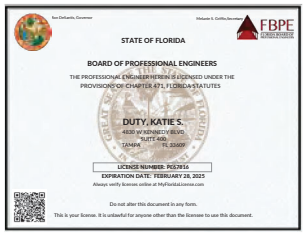

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
WEBER, DAVID ANTHONY
LICENSE NUMBER: PE29323
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

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
COVITZ, JOEL D
LICENSE NUMBER: CGC1534093
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.

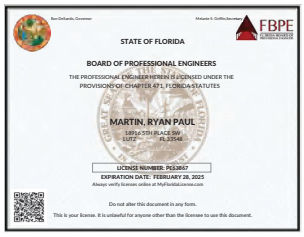
TEAM LICENSES AND CERTIFICATIONS

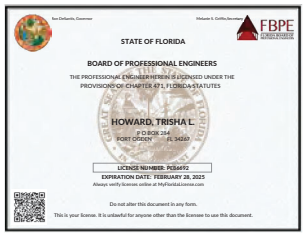
HDR

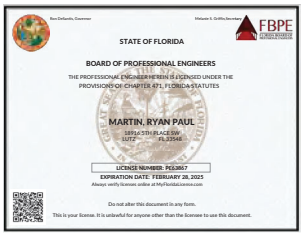




Juturna Consulting



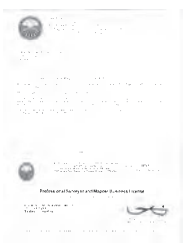




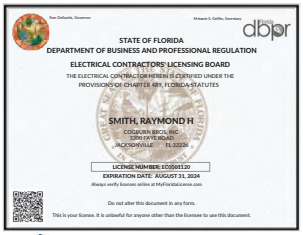
ECOGENESIS

desim

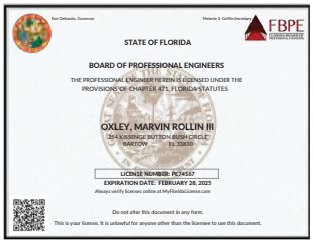
ELEMENT
ENGINEERING GROUP



Cogburn Bros. Inc.



REVERE



Wharton-Smith, Inc. CONSTRUCTION GROUP

Hazen

ARDURRA

HDR

c. Demonstrate Respondent's minimum compliance with the definition of design-build firm provided in Section 287.055(2)(h), Florida Statutes.

Wharton-Smith, Hazen, and our design-build team firms are certified under s.489.119 to engage in contracting through a certified general contract as the qualifying agent and are qualified under s.471.023 to practice engineering for a design-build contract in the State of Florida.

d. Written overview of the experience between the Prime Contractor and Engineer, including projects of similar size, length, and complexity.

WS+HAZEN ARE A PROVEN COLLABORATIVE TEAM

The Wharton-Smith and Hazen team bring a strong resume of water and wastewater treatment facility design and construction in Florida. Our design-build team has been trusted to deliver some of Southwest Florida's most critical infrastructure projects over the past 25 years. As shown in the table below, this team has a strong history of delivering successful projects, which has led to unmatched cohesion and synergy between design and construction.

The below list is just a sample of the water and wastewater projects our firms have delivered.

Wharton-Smith, Inc. CONSTRUCTION GROUP + Hazen

PROJECT NAME, OWNER	VALUE ($)	DELIVERY METHOD
AS Bluehouse Expansion, Atlantic Sapphire	$225 M+	CMAR
HFC Advanced WTP Master Plan, City of Tampa - Ph 1	$250 M	PDB
South County Advanced WTF, Hillsborough County	$96.7 M	PDB
Hollywood WWTP, Seminole Tribe of Florida	$55.2 M	CMAR
Westside Regional WRF, City of Daytona Beach	$36.2 M	PDB
South Bermuda WRF Upgrades, Toho Water Authority	$35.0 M	CMAR
Falkenburg AWTF Expansion, Hillsborough County	$31.3 M	DBB
Johnston County Biosolids, Johnston County	$25.1 M	DBB
Brighton WTP Improvements, Seminole Tribe of Florida	$16.2 M	DBB
DB Lee WWTP Improvements, City of Melbourne	$16.0 M	DBB
Thomas P. Smith WRF Improvements, City of Tallahassee	$15.7 M	DBB

WS+HAZEN SUCCESS IN SOUTHWEST FL

WHARTON-SMITH AND HAZEN PROVIDE DESIGN-BUILD EXCELLENCE

HILLSBOROUGH COUNTY SOUTH COUNTY ADVANCED WTP EXPANSION

The Wharton-Smith and Hazen design-build team was selected to expand Hillsborough County's South County AWTP by 3 MGD via Fixed-Priced Design-Build delivery. Due to market volatility during COVID and rising escalations, this project was in jeopardy of not moving ahead. Through open-book transparency, value engineering, and facilitating several design workshops, our design-build team worked hand-in-hand with the County's plant operations and engineering staff to develop a viable solution within budget. This collaboration allowed the project to move into construction and not delay the critical deadline for the needed capacity to meet the high growth demands for the area.

OUR COLLABORATION DOESN'T STOP WITH THE PRIME CONTRACTOR AND ENGINEER!

To supplement Hazen's experience and expertise for the engineering efforts, we have included HDR and Ardurra as major subconsultants on this project. Both firms have extensive knowledge of The Authority and have previously delivered successful projects. In addition, these partnerships are not new; our firms have previous experience working together and collaborating on engineering efforts across Florida and the Southeast.

18
WS+Ardurra water/ wastewater projects

- Lehigh Acres RO WTP #2
- Peters Creek WRF Expansion
- Marion County NW Regional WWTP Expansion

7
WS+HDR water/ wastewater projects

- OB Curtis WTP Chemical Feed System Replacement
- First Broad River WWTP Biosolids Improvements
- Lake Kilby Raw Water Pump Station

19
Hazen+HDR water/ wastewater projects

- Peace River PR3
- Miami-Dade WASD Alexander Orr WTP
- Cary/Apex WTP Ph III Expansion

22
Hazen+Ardurra water/ wastewater projects

- Peace River Phase 3C Interconnect Feasibility
- Hillsborough County South County WRF
- ON Stevens Water Treatment

Wharton-Smith, Inc. CONSTRUCTION GROUP Hazen ARDURRA HDR

e. Provide an organizational chart that identifies key personnel and subcontractors/subconsultants.

ORGANIZATIONAL CHART

DBIA Best Practices to expedite schedule

Established foundation in the Authority preferences, people, and goals

Proven team already operating in collaborative PDB mentality

Strong bench strength & the resources to finish in 2027

Peace River Manasota Water Authority

DESIGN-BUILD PROJECT MANAGEMENT

Billy Logan, DBIA | **Design-Build Project Manager** •

DESIGN-BUILD EXECUTIVE LEADERSHIP

Todd O'Donnell, DBIA •
Andre Dieffenthaller, PE, DBIA •
Katy Duty, PE •
Christopher Kuzler, PE •
Robert Bruner, PE, DBIA, ENV SP •

DESIGN

Andrew Coleman, PE | **Design Manager** •
Yue Sun, PE | **Process Lead Designer** •

PRECONSTRUCTION

Nathan Hillard, DBIA | **Preconstruction Manager** •
Sean White, PE | **Lead Estimator** •
Matt Tracy | **Preconstruction** •

CONSTRUCTION

Ed Sly | **Construction Manager** •
Doug Brown | **Superintendent** •
Anthony Baxley | **Comissioning and Start-Up Manager** •

DESIGN TEAM

Data Collection and Processing
Pam London-Exner •

Civil / Site / Stormwater
Eduardo Colchado, PE •

Yard Piping
Ben Turnage, PE •

Plant Hydraulics and Influent Flow Control
Cory Hopkins, PE •

Pumping Systems
Loc Truong, PE •

Treatment
Sara Gibson, PE •
Tony Muniz, PE •
Wes Oehmig, PhD, PE •

Chemical Storage and Feed Systems
Sara Gibson, PE •
Samantha Black, PhD, PE •
David Weber, PE •

Future Regulatory Impacts / Treatment Technologies
Christine Owen •
Erik Rosenfeldt, PhD, PE •

Energy Optimization
Elizabeth Keddy, PE, LEED AP •

Permitting
Ben Brice •
Ryan Martin •

Funding Support
Derek Gardels, PE •

Envision
Jennifer Ninette, ENV SP, STP •

Electrical
John Sacharewitz, PE •

Structural
Bruce Bradley, PE •

HVAC and Plumbing
Mark Dimoff, PE •

Architectural
Tom Glaysher, AIA, NCARB, LEED AP •

Instrumentation
Dan Schmidt, PE •
Amal Yelkur, EI •

Quality Control
David Haas, PE •

Technical Advisors
Joe Greenburg, PE •
Brent Tippey, PE •

CONSTRUCTION TEAM

JD Gillespie | **Project Manager** •
Doug Laub | **Superintendent** •
Guillermo Bobea | **Safety Manager** •
Matt Charles, PE | **Commissioning and Start-Up Support** •
Tyler Davis, PE | **Commissioning and Start-Up Support** •
Trisha Howard | **Commissioning and Start-Up Support** •

COLOR KEY

- Wharton-Smith
- HDR
- Hazen
- Archer Western
- Ardurra
- Juturna

LOCAL TEAMS, READY TO MOBILIZE!

Wharton-Smith's concrete and mechanical crews and staff are currently working at the neighboring City of Punta Gorda's Wastewater Treatment Facility Expansion. The Peace River project's schedule and location is an ideal fit for timing these crews to transfer to your location upon completion at Punta Gorda, which is only 15 minutes away!

SUBCONSULTANTS & SUBCONTRACTORS

EcoGenesis	Ardurra	Driggers	Element	Cogburn	Revere
Environmental Evaluation	*Surveying*	*Geotechnical*	*Subsurface Utility Engineering*	*Electrical*	*Instrumentation & Controls*

WE BRING THE PEACE RIVER MANASOTA WATER AUTHORITY A COMPLETE, EXPERIENCED, AND LOCAL TEAM

21 Years of Industry Experience

19 Years with Wharton-Smith

ROLE & RESPONSIBILITIES

As Design-Build Project Manager, Billy will provide daily leadership to the team and ensure successful completion of all preconstruction and construction phases. During preconstruction, he will develop schedules, perform constructability reviews, assist with value engineering, and site logistics. During construction, Billy will assist with cost control, change management, and project close-out.

EDUCATION

BS, Civil Engineering,
University of South Florida

LICENSES & CERTIFICATIONS

- Designated Design-Build Professional (DBIA)
- MOT Intermediate
- Competent person in confined space, fall protection, scaffolding, trenching & excavation

THE DESIGN-BUILD INSTITUTE OF AMERICA

has conferred upon

WILLIAM LOGAN

the designation of

DBIA™

for fulfilling the program requirements of the Designated Design-Build Professional™ program

awarded on

DECEMBER 18, 2020

by

THE DESIGN-BUILD CERTIFICATION BOARD

BILLY LOGAN, DBIA

DESIGN-BUILD PROJECT MANAGER

Over the past 21 years, Billy has quickly progressed as an industry leader for Southwest Florida water and wastewater construction. He has managed and led Wharton-Smith's Southwest Florida Water Division for over a decade providing project management and executive-level guidance to on-site project teams. Billy is a Designated Design-Build Professional and will ensure all DBIA Best Practices are implemented and actively practiced on the Peace River Facility Expansion.

DEMONSTRATED PAST PERFORMANCE

South County AWTF Modular Expansion
Hillsborough County, FL | $96.7 M | 2025 | **Design-Build**

Project consists of capacity expansion of the reject water via a holding pond and pump station, addition of six pumps, two filter cells, chlorine contact basin, sodium hypochlorite chemical systems, headworks improvements, BNR improvements, clarifier inflow splitter box, RAS/WAS pump stations, and associated yard piping, electrical, and instrumentation and controls.

Howard F. Curren AWTF Dewatering Improvements
City of Tampa, FL | $31.5 M | 2023 | **Progressive Design-Build**

Project included rehabilitation of the existing plant consisting of screen and grit electrical improvements, primary sedimentation tanks, diffused air reactors upgrades, denitrification filters, two filter buildings, effluent water system, sludge drying beds, HPO generation, sludge control electrical building, SCADA improvements, dewatering facility replacement, main pumping station and HPO reactor improvements, digester system improvements, and odor control.

Shell Creek Reverse Osmosis WTP
City of Punta Gorda, FL | $28.7 M | 2020 | **CMAR**

Project consisted of raw water well pumps, piping and equipment, RO process building, RO water treatment process and cleaning systems, degasification and odor control systems, blending structure with blending basin, wet wells, permeate and finished water transfer pumps, 2-MG ground storage tank, chlorine gas building, chlorine storage and feed system, and electrical and I&C.

Tarpon Springs Alternative Water Supply (RO)
City of Tarpon Springs, FL | $36.0 M | 2016 | **Design-Build**

Project included outfitting 15 well pumps in wells drilled, 32,000 LF of HDPE raw water transmission piping, RO facility, chemical contact chamber and clear well, transfer pumps, 5-MG storage tank with internal 2.5-MG separation wall, high service pumps, concentrate disposal pipeline, and an operations building. The new facility produces up to 6.4 MGD of finished water.

21 Years of Industry Experience

10 Years with Hazen

ROLE & RESPONSIBILITIES

As Design Manager, Andrew will be responsible for coordinating all aspects of the design on a day to day basis and for the successful completion of each deliverable. He will be the point of contact for engineering efforts for Wharton-Smith and the Peace River Manasota Regional Water Supply Authority. During Construction, Andrew will lead the engineering team in construction and start-up support.

EDUCATION

BS, Environmental Engineering, University of Florida

LICENSES & CERTIFICATIONS

- Professional Engineer, State of Florida (#70650)

ANDREW COLEMAN, PE

DESIGN MANAGER

Andrew has 21 years of experience in water engineering and project management, including management of alternative delivery projects across multiple delivery methods. His work experience includes all phases of a project, from master planning, conceptual design and alternative assessment, treatment feasibility and pilot testing, to design, permitting, bidding, construction and assistance with start-up and training. Water treatment project experience includes hydraulic evaluations, pipeline and flow control design, pump station design, ozone system design, flocculation and sedimentation, microfiltration, ultrafiltration, RO system design and troubleshooting, and chemical and storage feed systems.

DEMONSTRATED PAST PERFORMANCE

Peace River Regional Reservoir No. 3 (PR3)
Peace River Manasota Regional Water Supply Authority | $559 M | 2027 | **CMAR**

Project Manager for role as sub-consultant to HDR. The overall PR3 project includes design and permitting of a new 9-billion-gallon reservoir, a new 160-mgd river intake and pump station (build out of 258 mgd), a new 21-mgd reservoir intake and pump station (build out of 112 mgd), over 15,000 LF of 84" piping, and over 12,000 LF of 54" piping. Led Hazen's coordination efforts with the CMAR, Archer Western, to coordinate schedule, design deliverables and level of detail, review value engineering and constructibility input, and workshops with the goal to assist the Authority in creating a cost effective project for the Authority and its Member Governments and Customers.

South County AWTF Modular Expansion
Hillsborough County, FL | $96.7 M | 2025 | **Design-Build**

Technical advisor for hydraulics and pumping for the capacity expansion project, which included expansion of the reject water via a holding pond and pump station, addition of six pumps, two filter cells, chlorine contact basin, sodium hypochlorite chemical systems, headworks improvements, BNR improvements, clarifier inflow splitter box, RAS/WAS pump stations, and yard piping, electrical, and I&C.

Howard F. Curren AWTF Dewatering Improvements
City of Tampa, FL | $31.5 M | 2029 | **Progressive Design-Build**

Preliminary Treatment Lead for rehab of the existing plant consisting of screen and grit electrical improvements, primary sedimentation tanks, diffused air reactors upgrades, denitrification filters, two filter buildings, effluent water system, sludge drying beds, HPO generation, electrical building, SCADA improvements, dewatering facility replacement, main pumping station and HPO reactor improvements, digester system improvements, and odor control replacement.

Lithia Hydrogen Sulfide Removal Facility (HSRF)
Tampa Bay Water (FL) | $30 M | 2013 | **EPCM (Similar to PDB)**

Associate Project Manager during design and Project Manager during construction for the green field Tampa Bay Water Lithia Hydrogen Sulfide Removal Facility, a 45-mgd sidestream ozonation facility. Led coordination with the construction manager during design and construction, including constructibility review, bid package development, and procurement assistance. Led engineering coordination efforts for 20 design team members and five subconsultants. Led design efforts for the sidestream ozone system, high service pump station, yard piping, and site plan.

26 Years of Industry Experience

7 Years with Ardurra

ROLE & RESPONSIBILITIES

As Process Lead Designer, Yue will apply her 26 years of water treatment experience, and her experience on the PRF Capacity Optimization Study, to confirm design assumptions and criteria, oversee treatment process detailed design, and coordinate the proper integration of the different treatment and pumping processes. She will also provide technical assistance during startup, testing and operation of the facility.

EDUCATION

MS, Environmental Engineering, Virginia Tech

MS, Environmental Engineering, Tongji University

BS, Environmental Engineering, Tongji University

LICENSES & CERTIFICATIONS

- Professional Engineer: Texas, Florida
- Board Certified Environmental Engineer, 2011

YUE SUN, PE, BCEE

PROCESS DESIGN LEAD

Yue has 26 years of experience with water/wastewater facility design, treatment process selection, water treatment bench scale and pilot studies, plant operation optimization, water quality control and management, regulatory monitoring and compliance. She has been involved in the delivery of key water and wastewater infrastructure improvements projects in the country and her responsibilities include project planning, design management and coordination, construction services and operations assistance. Yue has given more than 50 presentations at local and national conferences and is a recognized water treatment industry leader.

DEMONSTRATED PAST PERFORMANCE

Peace River Facility Capacity Optimization Study
DeSoto County, FL | $162K | 2022 | **Study**

Yue served as the Lead Process Engineer and Engineer-of-Record for a study aimed at evaluating the unit processes at a 51 MGD surface water treatment plant, evaluating and ranking 13 alternatives for expanding the facility's capacity, and developing conceptual designs and engineer's opinions of probable construction cost for the five top-ranked alternatives.

Pflugerville Water Treatment Plant Expansion
Pflugerville, TX | $146 M | 2026 | **Competitive Sealed Proposal**

Project Manager for the planning, design, and permitting, and is currently overseeing construction services for the expansion of the City's surface water treatment plant from 17.7 MGD to 30 MGD, with an ultimate buildout to 75 MGD. The project includes adding a new three-stage flocculation and high rate plate settlers, expansion of a submersible membrane system, adding a new chemical facility (aluminum chlorohydrate, sodium hypochlorite, liquid ammonium sulfate), a new copper ion generation system for zebra mussel control, and new chlorine contact basin to enhance disinfection CT compliance.

Sugar Land Surface Water Treatment Plant Expansion
Sugar Land, TX | $58 M | 2022 | **Plant Expansion**

Project Manager for design, permitting and construction management services for a 5.5 MGD expansion of a membrane surface water treatment plant. The project includes expansion of the existing raw water supply system, flocculation and high rate plate settler clarification, low pressure membrane filtration, granular activated carbon contactors, disinfection chamber, transfer pump station, ground storage tank, finished water pump station, and sludge processing and chemical system (involving bulk delivered sodium hypochorite, liquid ammonium sulfate, caustic, and polyaluminum chloride, and fluoride).

Southeast Water Purification Plant Improvements
Houston, TX | $16 M | 2026 | **Evaluation and Design**

Project Manager for evaluation and design of miscellaneous improvements at Houston's 200 MGD SEWPP facility. Including improvements to the TM1 ammonia storage and feed system, TM2 caustic feed system, GST isolation, filter backwash valve improvements, plant process water system improvements, TM1 chemical tank containment improvements, building roof and HVAC improvements, and VFD addition to various process areas.

NATHAN HILLARD, DBIA

PRECONSTRUCTION MANAGER

Nathan has spent his entire career in collaborative delivery including 40+ water and wastewater projects over the past 22 years. He is a leader in the Florida water and wastewater industry having worked with all entities of the Peace River Manasota Water Authority (PRMWA). Nathan will ensure our project team provides PRMWA with a quality advanced water project that is on time and within budget.

22 Years of Industry Experience

20 Years with Wharton-Smith

ROLE & RESPONSIBILITIES

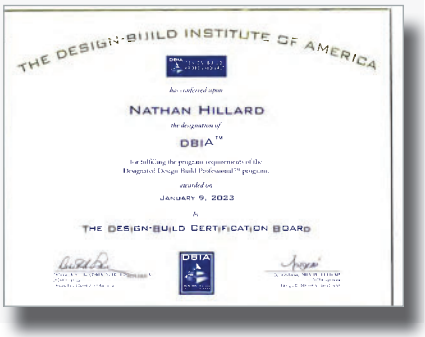
Nathan will coordinate preconstruction activities between the Authority and our design-build team. He will be an active participant in all preconstruction activities including constructability reviews, value engineering, subcontractor bid preparation, scheduling, and cost analysis. Nathan will ensure that teamwork, effective communication, and timely responsiveness among the preconstruction team is achieved.

EDUCATION

BS, Civil Engineering,
University of Central Florida

LICENSES & CERTIFICATIONS

- Designated Design-Build Professional (DBIA)
- Registered Engineer Intern, State of Florida (#1100011109)
- OSHA 40-Hour / First Aid & CPR


THE DESIGN-BUILD INSTITUTE OF AMERICA

NATHAN HILLARD

DBIA™

JANUARY 9, 2023

THE DESIGN-BUILD CERTIFICATION BOARD

DEMONSTRATED PAST PERFORMANCE

South County AWTF Modular Expansion
Hillsborough County, FL | $96.7 M | 2025 | **Design-Build**
Project consists of capacity expansion of the reject water via a holding pond and pump station, addition of six pumps, two filter cells, chlorine contact basin, sodium hypochlorite chemical systems, headworks improvements, BNR improvements, clarifier inflow splitter box, RAS/WAS pump stations, and associated yard piping, electrical, and instrumentation and controls.

Howard F. Curren AWTF Dewatering Improvements
City of Tampa, FL | $31.5 M | 2023 | **Progressive Design-Build**
Project included rehabilitation of the existing plant consisting of screen and grit electrical improvements, primary sedimentation tanks, diffused air reactors upgrades, denitrification filters, two filter buildings, effluent water system, sludge drying beds, HPO generation, sludge control electrical building, SCADA improvements, dewatering facility replacement, main pumping station and HPO reactor improvements, digester system improvements, and odor control replacement.

Tarpon Springs Alternative Water Supply (RO)
City of Tarpon Springs, FL | $36.0 M | 2016 | **Design-Build**
Project included outfitting 15 well pumps in wells drilled, 32,000 LF of HDPE raw water transmission piping, RO facility, chemical contact chamber and clear well, transfer pumps, 5-MG storage tank with internal 2.5-MG separation wall, high service pumps, concentrate disposal pipeline, and an operations building. The new facility produces up to 6.4 MGD of finished water.

Shell Creek Reverse Osmosis WTP
City of Punta Gorda, FL | $28.7 M | 2020 | **CMAR**
Project consisted of raw water well pumps, piping and equipment, RO process building, RO water treatment process and cleaning systems, degasification and odor control systems, blending structure with blending basin, wet wells, permeate and finished water transfer pumps, 2-MG ground storage tank, chlorine gas building, chlorine storage and feed system, and electrical and I&C.

ED SLY

CONSTRUCTION MANAGER

Ed has 41 years of water and wastewater facility experience from greenfield plant construction to upgrade, improvements, and expansion projects. As one of Wharton-Smith's most sought after Construction Managers, he has moved from one critical infrastructure project to another with successful project time and time again. Ed has spent time in all corners of Florida gaining invaluable experience, technical expertise, and relationships with dozens of owners and hundreds of reliable subcontractors and suppliers throughout the state.

41 Years of Industry Experience

29 Years with Wharton-Smith

ROLE & RESPONSIBILITIES

As Construction Manager, Ed will be responsible for supervision and oversight of all construction activities on the jobsite. He will lead the coordination of subcontractors, staffing, schedule and cost control, outlining project plans, and setting project goals and deadlines. Ed will ensure the WTP adheres to the design documents and quality expectations of our design team and Peace River Manasota Water Authority.

EDUCATION

Welding, Ridge Vocational Technical School

LICENSES & CERTIFICATIONS

- OSHA 40-Hour
- OSHA 10-Hour
- Rotary Hydraulic Lift Installer
- First Aid & CPR

DEMONSTRATED PAST PERFORMANCE

South County AWTF Modular Expansion
Hillsborough County, FL | $96.7 M | 2025 | **Design-Build**
Project consists of capacity expansion of the reject water via a holding pond and pump station, addition of six pumps, two filter cells, chlorine contact basin, sodium hypochlorite chemical systems, headworks improvements, BNR improvements, clarifier inflow splitter box, RAS/WAS pump stations, and associated yard piping, electrical, and instrumentation and controls.

Howard F. Curren AWTF Dewatering Improvements
City of Tampa, FL | $31.5 M | 2023 | **Progressive Design-Build**
Project included rehabilitation of the existing plant consisting of screen and grit electrical improvements, primary sedimentation tanks, diffused air reactors upgrades, denitrification filters, two filter buildings, effluent water system, sludge drying beds, HPO generation, sludge control electrical building, SCADA improvements, dewatering facility replacement, main pumping station and HPO reactor improvements, digester system improvements, and odor control replacement.

Northwest Regional WRF Expansion
Hillsborough County, FL | $193.2 M | 2020 | **Progressive Design-Build**
Project included 20 MGD expansion of the existing WRF consisting of new headworks, incline flow equalization, and influent flow distribution box; retrofit of existing BNR basins to enhance nitrogen removal and five-stage BNR treatment trains; odor control systems; clarifier flow splitter box and secondary clarifiers; new sodium hypochlorite storage tanks; RAS pump station; deep bed filters; chlorine contact basins; effluent transfer and reclaimed water pumps; reject and reclaimed water storage tanks; new power feed and additional standby power facilities; electrical and instrumentation improvements; and yard piping and site work.

Shell Creek Reverse Osmosis WTP
City of Punta Gorda, FL | $28.7 M | 2020 | **CMAR**
Project consisted of raw water well pumps, piping and equipment, RO process building, RO water treatment process and cleaning systems, degasification and odor control systems, blending structure with blending basin, wet wells, permeate and finished water transfer pumps, 2-MG ground storage tank, chlorine gas building, chlorine storage and feed system, and electrical and I&C.

14 Years of Industry Experience

14 Years with Wharton-Smith

ROLE & RESPONSIBILITIES

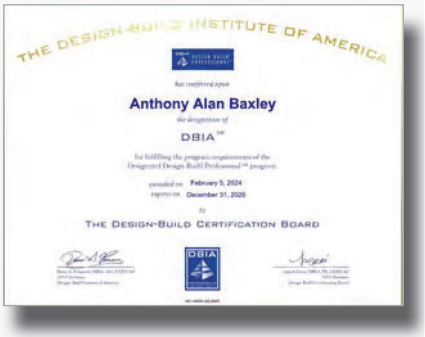
As Start-up & Commissioning Manager, Anthony will assist with the execution of the start-up plan for the WTP. He will champion the O&M needs throughout the design and preconstruction phases. Anthony will also assist with coordination with Peace River Manasota Water Authority staff and operators for tie-ins, commissioning, and start-up to ensure turnover of the facility and training of operators is seamless.

EDUCATION

BS, Civil Engineering,
University of South Florida

LICENSES & CERTIFICATIONS

- Designated Design-Build Professional (DBIA)



ANTHONY BAXLEY, DBIA

COMMISSIONING & START-UP MANAGER

Anthony has spent his entire 14-year career with Wharton-Smith. He has quickly rose through the project management ranks to Senior Project Manager for several critical water and wastewater infrastructure projects for municipalities throughout Southwest Florida. Anthony will spend time during both preconstruction and construction planning for the commissioning and start-up of the facility. He will work collaboratively with plant operators to ensure the facility maintains existing operations while also training on how new elements will be implemented.

DEMONSTRATED PAST PERFORMANCE

Howard F. Curren AWTF Dewatering Improvements
City of Tampa, FL | $31.5 M | 2023 | **Progressive Design-Build**

Project included rehabilitation of the existing plant consisting of screen and grit electrical improvements, primary sedimentation tanks, diffused air reactors upgrades, denitrification filters, two filter buildings, effluent water system, sludge drying beds, HPO generation, sludge control electrical building, SCADA improvements, dewatering facility replacement, main pumping station and HPO reactor improvements, digester system improvements, and odor control replacement.

Northwest Regional WRF Expansion
Hillsborough County, FL | $193.2 M | 2020 | **Progressive Design-Build**

Project included 20 MGD expansion of the existing WRF consisting of new headworks, incline flow equalization, and influent flow distribution box; retrofit of existing BNR basins to enhance nitrogen removal and five-stage BNR treatment trains; odor control systems; clarifier flow splitter box and secondary clarifiers; new sodium hypochlorite storage tanks; RAS pump station; deep bed filters; chlorine contact basins; effluent transfer and reclaimed water pumps; reject and reclaimed water storage tanks; new power feed and additional standby power facilities; electrical and instrumentation improvements; and yard piping and site work.

Cudjoe Key Advanced WRF
Florida Keys Aqueduct Authority (FKAA) | $22.2 M | 2015 | Design-Bid-Build

Project consisted of new off-site influent forcemains and water transmission mains, new wastewater plant, influent screening, chemical feed and storage, flow equalization basins, five-stage BNR treatment trains and reaeration basins, secondary clarifiers, cloth disk tertiary filters, chlorine contact basin, effluent reuse pumping facilities, injection wells, standby power, and sitework.

TODD O'DONNELL, DBIA

EXECUTIVE LEADERSHIP | WHARTON-SMITH

EDUCATION

BS, Mechanical Engineering, Auburn University

LICENSES & CERTIFICATIONS

- Designated Design-Build Professional (DBIA)
- CGC - FL and AL
- OSHA-Certified

ROLE & RESPONSIBILITIES

In a Design-Build Leadership role, Todd will provide executive guidance and problem-solving advice to the entire Design-Build team. He will assist with design and preconstruction efforts, staffing, outlining project plans, and setting project goals and deadlines. Todd will ensure project quality and performance standards meet and exceed Peace River Manasota Water Authority's expectations.

32 Years of Industry Experience | **24** Years with Wharton-Smith

DEMONSTRATED PAST PERFORMANCE

Punta Gorda Shell Creek RO WTP
- $28.7 M | 2020 | **CMAR**

Hillsborough South County AWTF
- $96.7 M | 2025 | **Design-Build**

Tampa HFC AWTF Dewatering
- $31.5 M | 2023 | **Progressive DB**

ANDRE DIEFFENTHALLER, PE, DBIA

EXECUTIVE LEADERSHIP | HAZEN

EDUCATION

MS, BS, Civil Engineering, Rutgers University, Princeton University

LICENSES & CERTIFICATIONS

- Designated Design-Build Profressional (DBIA)
- Professional Engineer, State of Florida (#49928)

ROLE & RESPONSIBILITIES

Andre has extensive experience in the planning, design, permitting, and construction management of water treatment improvements, including overseeing or managing large multi-phase, multi-year, multi-million dollar programs, many of which are DB, PDB and CMAR delivery. He has an excellent understanding of all project phases and will ensure the project team has the resources to successfully meet the Authority's budget, schedule, and goals.

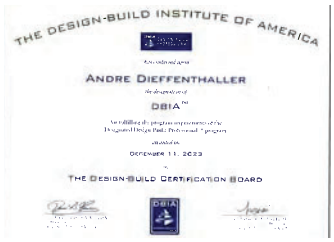
32 Years of Industry Experience | **12** Years with Hazen

DEMONSTRATED PAST PERFORMANCE

Hillsborough South County AWTF
- $96.7 M | 2025 | **Design-Build**

Tampa HFC AWTF Dewatering
- $254 M | 2029 | **Progressive DB**

The Authority Regional Res. No. 3
- $559 | 2027 | **CMAR**



CHRIS KUZLER, PE

EXECUTIVE LEADERSHIP | ARDURRA

EDUCATION

BS, Mechanical Engineering, Polytechnic Institute of New York

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer, State of Florida (#45532)

ROLE & RESPONSIBILITIES

As part of the Design-Build executive leadership Chris will assist with QA/QC reviews and technical guidance and will assure that Ardurra's resources are fully available for this project. He brings 37 years of engineering experience in a wide range of W/WW projects including all aspects of treatment systems, filtration, storage and pumping, transmission mains, chemical feed systems, solids handling and regulatory compliance. He has been PM or Principal-in-Charge on all of Ardurra's projects with the Authority since 2008.

37 Years of Industry Experience | **31** Years with Ardurra

DEMONSTRATED PAST PERFORMANCE

Peace River Facility Capacity Optimization Study
- $163 K | 2022 | **Study**

Hillsborough County's 50 MGD South County In-Line Booster Pump Station
- $23 M | 2022 | **Progressive DB**

NPWDCo Desalination Potable Water Plant Progressive Design-Build
- $15 M | 2018 | **Progressive DB**

Phase 3 Interconnect PDB
- $62.0 M | 2025 | **Progressive DB**

KATIE DUTY, PE, ENV SP

EXECUTIVE LEADERSHIP | HDR

EDUCATION

BS, Civil Engineering, Stevens Institute of Technology

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer, State of Florida (#67816)

ROLE & RESPONSIBILITIES

Katie Duty is a Vice President of HDR and has broad-based experience in civil engineering across the spectrum of water, wastewater, and water resources infrastructure. Her strengths include team leadership, project management, quality control, preparation of plans and specifications, cost estimating, and construction support. Katie has led teams both large and small for design and evaluation projects related to planning and infrastructure design for municipal, state, and federal clients.

22 Years of Industry Experience | **20** Years with HDR

DEMONSTRATED PAST PERFORMANCE

City of Atlanta North Fork Storage Tank & Pump Station
- $130 M | 2025

C-44 Reservoir and Stormwater Treatment Area (STA) Project
- $500 M | 2025

PRMRSA Reservoir No. 3
- $4.4 M | 2024

Stickney WTP 50-MG Reservoir Improvements
- $7.5 M | 2025

BOB BRUNER, PE, ENV SP, DBIA

EXECUTIVE LEADERSHIP | ARCHER WESTERN

EDUCATION

BS, Construction Engineering, Purdue University

LICENSES & CERTIFICATIONS

- Registered Professional Engineer
- Envision™ Sustainability Professional
- DBIA Professional

ROLE & RESPONSIBILITIES

Bob will provide oversight on this project. His clients consider him a solutions provider, partner, and trusted advisor. With his experience in the water industry and with alternative delivery, he has the knowledge and experience to be a strong client advocate throughout the construction processes.

31 Years of Industry Experience | **5** Years with Archer Western

DEMONSTRATED PAST PERFORMANCE

PR3 Pumping and Conveyance Facilities
- $150 M | 2026 | **CMAR**

Pasco County Southeast WWTP Improvements & Expansion
- $112 M | 2024 | **Bid-Build**

St. Petersburg Lift Station 87 Wet Weather Flow Transfer
- $11 M | 2022 | **Progressive DB**

St. Petersburg Southwest WRF Biosolids Waste to Energy and Capacity Improvements
- $124 M | 2020 | **CMAR**

The Design-Build Institute of America
certifies that
Robert Bruner
has completed the requirements of
Practitioners Forum
*The completion of this course entitles the attendee to 2.00 of continuing education hours.
2022 Design-Build for Water/Wastewater Conference
April 5, 2022

DAVID HAAS, PE

QC/PEER REVIEW COORDINATOR

EDUCATION

ME, BS, Environmental Engineering, University of Louisville

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer, State of Georgia (#018444)

ROLE & RESPONSIBILITIES

David will be responsible for quality control during design and technical support. He has led evaluations and designs for numerous water treatment plant projects, and specializes in the treatment of surface waters in the Southeast. He has led the design of greenfield WTPs and upgrades/expansions to existing WTPs using conventional treatment, low pressure membrane treatment, as well as advanced treatment technologies.

38 Years of Industry Experience | **10** Years with Hazen

DEMONSTRATED PAST PERFORMANCE

CCWA Advanced Water Production Plant
- $450 M | 2029 | **Progressive DB**

Cartersville (GA) WPCP 25 MGD Expansion
- $200 M | 2028 | **CMAR**

Gwinnett County (GA) F. Wayne Hill WRC Biosolids Dryer Project
- $72 M | 2028 | **CMAR**

Louisville Water Company (KY) Crescent Hill Pump Station Discharge System Improvements
- $72 M | 2028 | **CMAR**

JOE GREENBURG, PE

TECHNICAL ADVISOR

EDUCATION

MS, BS, Environmental Systems/Civil Engineering, Clemson University/Citadel

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer, State of South Carolina (#13241)

ROLE & RESPONSIBILITIES

Joe has provided planning and design for water and wastewater treatment facilities for municipal and industrial client for 39 years. He is intimately familiar with the Peace River Facility (PRF) having been involved in the PRF Optimization Study conducted by Ardurra, and will apply this background to providing technical expertise on this project.

39 Years of Industry Experience | **1** Years with Hazen

DEMONSTRATED PAST PERFORMANCE

Cartersville (GA) WPCP 25 MGD Expansion
- $200 M | 2028 | **CMAR**

Lower Crane Creek Equalization Storage
- $70 M | 2026 | Design-Bid-Build

Chester Metro District WTP Upgrade
- $22 M | 2026 | Design-Bid-Build

Peace River Facility Optimization Study
- $162,687 | 2022 | Study

ERIK ROSENFELDT, PHD, PE

REGULATORY IMPACTS/TREATMENT TECH.

EDUCATION

PhD, MS, Civil/Environmental Engineering, Duke University

LICENSES & CERTIFICATIONS

- Licensed Professional Engineer, State of Michigan (#6201070221)

ROLE & RESPONSIBILITIES

Erik is Hazen's Drinking Water Practice Leader and a senior member of the Firm's drinking water process and applied research groups. He is an internationally recognized expert in ozone, advanced oxidation, and biofiltration technologies and will use this extensive background to provide valuable insight.

26 Years of Industry Experience | **15** Years with Hazen

DEMONSTRATED PAST PERFORMANCE

Clayton County Water Authority (GA) Advanced Water Production Plant
- $450 M | 2029 | **Progressive DB**

Western Virginia Water Authority Advanced Treatment for PFAS Removal $45M | 2025 | **Design-Build**

Raleigh Water (NC) EM Johnson Plant Sedimentation Basin Expansion
- $46M | 2023 | **Design Bid Build**

Greenville Utilities Commission (NC) Phase 1 Water Treatment Plant Upgrades and Expansion
- $42M | 2020 | **Design Bid Build**

DOUG BROWN
SUPERINTENDENT

EDUCATION
Welding and Drafting, Central Florida Community College

LICENSES & CERTIFICATIONS
- Competent person in scaffolding, fall protection, confined space, trenching
- Safety Tech 40-Hour

ROLE & RESPONSIBILITIES

As Superintendent, Doug is responsible for the supervision and coordination of construction activities for all on-site employees, including inspections, daily reports, three-week look-ahead schedules, delivery coordination, production planning, weekly subcontractor meetings, storage and installation requirements, quality control, labor and equipment resource management, final quality, start-up, commissioning, and close-out.

32 Years of Industry Experience | **32** Years with Wharton-Smith

DEMONSTRATED PAST PERFORMANCE

Peace River WTP #2
- $18.1 M | 2001 | Design-Bid-Build

Hillsborough NW WRF Expansion
- $193.2 M | 2020 | **Progressive DB**

Tarpon Springs AWS (RO)
- $36.0 M | 2016 | **Design-Build**

Toho Water Western Reuse Storage
- $10.5 M | 2022 | **CMAR**

St. Petersburg SW WRF Biosolids
- $23.3 M | 2019 | **CMAR**

SEAN WHITE, PE
LEAD ESTIMATOR

EDUCATION
BS, Environmental Engineering, University of Central Florida

LICENSES & CERTIFICATIONS
- Licensed Professional Engineer, State of Florida (#59547)

ROLE & RESPONSIBILITIES

As Lead Estimator, Sean will assist with the preparation and issuance of bid packages, track and analyze data to reduce gaps between estimates and actual costs, and obtain and track subcontractor bids to negotiate prices to lead to a best value GMP for PRMWA. Sean's vast experience also provides our team with an additional set of eyes for constructability reviews and value engineering opportunities.

30 Years of Industry Experience | **21** Years with Wharton-Smith

DEMONSTRATED PAST PERFORMANCE

Punta Gorda Shell Creek RO WTP
- $28.7 M | 2020 | **CMAR**

Miramar East RO WTP
- $31.6 M | 2020 | **Progressive DB**

Hillsborough South County AWTF
- $96.7 M | 2025 | **Design-Build**

Tarpon Springs AWS (RO)
- $36.0 M | 2016 | **Design-Build**

Tampa HFC AWTF Dewatering
- $31.5 M | 2023 | **Progressive DB**

GUILLERMO BOBEA, CHST
SAFETY MANAGER

EDUCATION
MS, Occupational Safety & Health, Columbia Southern University

LICENSES & CERTIFICATIONS
- Certified Health & Safety Technician (CHST)
- OSHA 30-Hour

ROLE & RESPONSIBILITIES

As Safety Manager, Guillermo is responsible for overseeing all safety measures for the project. His safety focus will include staff from the design-build team, subcontractors, and PRMWA management and plant staff, as well as neighbors of the site. Guillermo will implement a site-specific safety program, conduct meetings and safety audits, and ensure OSHA safety policies and procedures are implemented and being practiced.

22 Years of Industry Experience | **3** Years with Wharton-Smith

DEMONSTRATED PAST PERFORMANCE

St. Petersburg NE WRF Electrical & Pump Station
- $63.0 M | 2020 | **Progressive DB**

Tampa HFC AWTF Dewatering
- $31.5 M | 2023 | **Progressive DB**

Orange County Hamlin WRF
- $114.6 M | 2022 | Design-Bid-Build

Fort Myers Production Wells 21 & 22
- $3.0 M | 2023 | **CMAR**

MATT TRACY, ENV SP
PRECONSTRUCTION

EDUCATION
BS, Building Construction, University of Florida

LICENSES & CERTIFICATIONS
- Envision™ Sustainability Professional
- LEED AP

ROLE & RESPONSIBILITIES
Matt brings a deep knowledge of project costing and schedule development. Through his experience driving preconstruction efforts, Matt knows how to lead a successful preconstruction operation. He leads the interface between the design team and construction team to ensure collective goals are achieved, steering the estimating team while the procurement plan is developed.

15 Years of Industry Experience | **2** Years with Archer Western

DEMONSTRATED PAST PERFORMANCE
Tampa Bay Desalination Facility Intake
- $22 M | 2025 | **Design-Build**

Lift Station 87 Wet Weather Flow Transfer
- $11 M | 2022 | **Progressive DB**

Southeast WWTP Improvements & Expansion
- $112 M | 2024 | **Bid-Build**

South Cross Bayou WRF UV Disinfection System
- $120 M | 2021 | **CMAR**

JD GILLESPIE, DBIA
PROJECT MANAGER

EDUCATION
B.S. Civil Engineering, University of South Florida

LICENSES & CERTIFICATIONS
- DBIA, Design-Build Institute of America certified Professional
- OSHA 30-Hour

ROLE & RESPONSIBILITIES
JD will lead construction phase activities, coordinate/communicate with the Authority, oversee subcontractors and suppliers to comply with work plans, schedule, safety plans and other controls, to track, monitor and report progress of construction to the Authority. He has experience with over $500M of Florida infrastructure construction.

15 Years of Industry Experience | **14** Years with Archer Western

DEMONSTRATED PAST PERFORMANCE
Cobb County James E. Quarles Plant 1 Replacement
- $70 M | 2022 | **Bid-Build**

Southeast WWTP Improvements & Expansion
- $112 M | 2024 | **Bid-Build**

Atlanta Big Creek WRF Expansion, Phases 2A and 2B
- $312 M | 2020 | **Progressive DB**

Collier County, Miller Pump Station/ Picayune Strand Restoration
- $79 M | 2018 | **Bid-Build**

DOUG LAUB
SUPERINTENDENT

LICENSES & CERTIFICATIONS
- OSHA 30-Hour
- Crane Safety Awareness
- Basic Rigging
- CPR/First Aid

ROLE & RESPONSIBILITIES
Doug is responsible for the completion of the construction. His duties include the review of plans, scheduling of work, tracking of job costs, managing daily field operations and coordinating with the owner's engineers. He has focused the majority of his career on jobsite safety, developing and updating production schedules, and overseeing the quality of self-performed work and subcontracted scope.

30 Years of Industry Experience | **7** Years with Archer Western

DEMONSTRATED PAST PERFORMANCE
Southeast WWTP Improvements & Expansion
- $112 M | 2024 | **Bid-Build**

San Juan Pumping Plant 4 & 7
- $51 M | 2023 | **Bid Build**

Cutter Lateral Reach 21 Water Treatment Plant
- $26 M | 2020 | **Progressive DB**

Santa Rita Water Reclamation Facility
- $58 M | 2020 | **Bid Build**

TEAM MEMBER/ROLE	BIO / RESPONSIBILITIES	Collab. Delivery	WTP
Cory Hopkins, PE HAZEN Plant Hydraulics and Influent Flow Control	Cory serves as a Project Manager for Hazen's Water Process and Design Groups. He specializes in facility process design and optimization. His efforts have included existing and modified plant hydraulic model analyses; unit process and equipment design and optimization considering treatment effectiveness, regulatory compliance, site impacts, and constructability; cost estimate and schedule development; preparation of construction sequence considerations; and production of pertinent contract and report materials.	●	●
Tony Muniz, PE HAZEN Treatment	Tony has experience in design and construction of numerous water treatment facilities, including greenfield plants and improvements to existing facilities. His experience includes hydraulic analysis; process design including rapid mix, flocculation, sedimentation, filters, clearwells, and chemical feed systems; elevated storage tank design; and construction management.	●	●
Sara Gibson, PE HAZEN Treatment	Sara is a senior advisor for Hazen's Chemical System Design Working Group and also serves as a design manager for Hazen's Water Process Group. Her extensive chemical system experience includes several powdered activated carbon storage and feed designs for new and existing facilities. Outside of chemicals, she also focuses on drinking water treatment plant processes and has led design for rapid mix, flocculation, sedimentation, and filters for multiple projects	●	●
Christine Owen HAZEN Future Regulatory Impacts/ Treatment Technologies	Chris has 34 years of experience in the technical and policy aspects of water quality, research, treatment, and regulatory compliance. Her roles at water utilities have included operations, distribution system management, research, regulatory compliance, laboratory management, source water assessment and source water protection.		●
Elizabeth Keddy, PE, LEED AP - HAZEN Energy Optimization	As Hazen's Southeast Region Utility Management Services and Energy Management Services Leader, Elizabeth specializes in energy management, data analytics, asset management, and sustainable and resilient infrastructure, and has a proven track record of reducing energy costs while increasing the efficiency and reliability of water utility operations.		●
Dan Schmidt, PE HAZEN Instrumentation	Dan has 47 years of expertise in the area of instrumentation and control design and implementation for systems installed at water and wastewater treatment facilities. His knowledge and experience with the interrelationship between a variety of system dynamics and characteristics enable him to design and implement the most complex system applications. In addition, Dan led the most recent SCADA master plan effort for the PRF site. The Authority has implemented a majority of the recommended improvements included in that report.	●	●
Amal Yelkur, EI HAZEN Instrumentation	Amal has 21 years of experience with providing and overseeing SCADA and instrumentation I&C engineering services to clients throughout the U.S. and Florida. He has provided the start-up of instruments, process systems and HMI systems and as well as development and check out of the control logic on SCADA systems. **Amal is currently providing instrumentation design for the PR3 pump stations.**	●	●
Matt Charles, PE HAZEN Commissioning and Start-Up Support	Matt has 17 years of experience in drinking water process engineering including planning, design, and construction administration. He has helped utilities with older facilities identify critical repair/replacement needs, develop short-term solutions to solve urgent problems, and plan for long-term facility improvements. He has led pilot and full-scale process evaluations, including chemistry adjustments, coagulant changeovers, and filter troubleshooting/optimization efforts. He has designed and provided construction administration services for a variety of water and wastewater projects.	●	●
Tyler Davis, PE HAZEN Commissioning and Start-Up Support	Tyler has spent more than two decades specializing in water and wastewater projects, with a focus on both groundwater and surface water applications overseeing treatment facility training, startup, and commissioning. Tyler's comprehensive expertise in chemical and mechanical process design, value engineering, and project and construction management has significantly enhanced the execution and management of complex engineering projects.	●	●
Brent Tippey, PE HDR Technical Advisor	Brent has served as Project Manager on over 165 water treatment or transmission projects for 50+ communities in 9 states. His work includes innovative projects in high-rate clarification, filtration, granular activated carbon (GAC) contactors, chemical facilities and disinfection. Brent currently serves as Chair of AWWA's Water Treatment Facilities Design and Construction Committee and is an AWWA Vice-President.	●	●

TEAM MEMBER/ROLE	BIO / RESPONSIBILITIES	Collab. Delivery	WTP
Derek Gardels HDR Funding Support	Derek has specialized training in alternative financing/delivery through executive education courses from the Harvard Kennedy School and Moody's Analytics. **He is experienced with the Authority, having assisted with the PR3 project.**	●	●
John Sacharewitz HDR Electrical	John Sacharewitz is a Senior Electrical Engineer with more than 22 years of experience in electrical systems design. He has been involved in a variety of facility upgrade projects **and brings experience serving the Authority with the PR3 project.**	●	●
Eduardo Colchado HDR Civil / Site / Stormwater	Eduardo has 23 years of experience with a variety of civil engineering projects. His experience includes site civil engineering design for large projects related to environmental restoration, nuclear power cooling ponds, and flood control. He has served as a lead civil engineer in the design of the **Peace River Manasota Regional Water Supply Authority PR3 project.**	●	●
Wes Oehmig HDR Treatment	Wes is a water treatment process engineer with over 13 years experience in the design, optimization, construction, and startup of water and wastewater infrastructure. Wes has particular expertise in advanced treatment, surface water treatment plants, and organics removal. As HDR's Florida Drinking Water Practice Lead, Wes will leverage his personal experience and subject matter experts within the team and within HDR to address complex treatment issues on this project.	●	●
Samantha Black HDR - Chemical Storage and Feed Systems	Samantha is a water process engineer and key team member for several WTP projects providing process evaluation, pilot testing, water quality investigations, and construction administration services. She has assisted with multiple projects to provide water quality solutions and evaluate advanced treatment technologies.	●	●
Ben Brice HDR Permitting	Ben has 23 years of environmental experience, with expansive institutional knowledge of Federal, State, and local permitting; wetland mitigation design; environmental assessments; mitigation monitoring; and report writing. He has provided regulatory assistance for the Charlotte County West Port Water Reclamation Facility Expansion. In addition, he has experience with the Authority, having led permitting efforts for the PR3 project.	●	●
Jennifer Ninete HDR Envision	Jennifer is a member of the Envision Review Board, an ISI-approved trainer and a member of ISI's Training & Credentialing Committee. She serves as HDR's primary knowledge manager for the Envision® sustainable infrastructure framework, including facilitating Envision feasibility studies and working on Envision projects, including feasibility of the Reservoir no. 3 project.	●	●
Bruce Bradley HDR Structural	Bruce's has more than 28 years of experience in structural design and plan preparation of buildings and other structures including concrete water holding tanks, circular and rectangular clarifiers, water control and other miscellaneous structures including serving the Authority on the Reservoir No. 3 project.	●	●
Mark Dimoff HDR HVAC and Plumbing	Mark has 18 years of mechanical engineering experience and is a member of ASHRAE. His consulting career has provided considerable experience in HVAC systems, engineering applications, and design of projects that include air distribution design, equipment selections, hydronic distribution systems, and steam distribution systems.	●	●
Tom Glaysher HDR Architectural	With more than 27 years of professional experience developing and implementing creative and practical architectural solutions, Tom provides Senior-level Architectural support for this project. Tom offers a strong track record of exceeding goals while supporting and building strong teams.	●	●
Pam London-Exner Juturna Data Collection and Processing	Pam has worked at the Tampa Bay Water Regional Surface WTPs for the City of Tampa D.L.Tippin WTP. She was part of the Veolia team that expanded the TBW Regional Surface WTP in 2010 as a Design/Build/Operate collaborative project delivery. She has a complete understanding of the complexity and variability of supply at a surface WTP, and the analytical data and sampling required to successfully run a facility.	●	●
Ryan Martin, PE Juturna- Permitting	Ryan has a background in surface water hydrology and water resources engineering. He has also worked previously as an environmental resource permit reviewer at the FDEP and is certified to inspect stormwater management systems for construction sites.		●
Trisha Howard, PE Juturna Commissioning and Start-Up Support	Trish is an environmental engineer with 15 years of experience in water, wastewater and site development design. She is local to Desoto County and recently provided the onsite work for the pilot testing at the Surface Water Treatment Plant from February – July 2023. Trish is engineer of record finishing up a design-build project with Andrews Sitework for emergency repairs to Lee County Lift Station 5507 in Matlacha, FL.	●	●

ATTACHMENT A — KEY PERSONNEL CHART

Peace River Manasota Regional Water Supply Authority
Peace River Facility Expansion Project - Final Design, Permitting, and Construction (Project)
Key Personnel and Reference Project Table

Attachment A

Key Personnel	Key Personnel Role on Phase I Preconstruction Services for Project	Key Personnel Role on Phase II Final Design & Construction Services for Project	Current Employer	Years of Exp	Assigned Office City/State	Hillsborough County - South County Advanced Wastewater Treatment Facility Modular Expansion	City of Tampa - Howard F Curren Advanced Wastewater Treatment Facility	City of Punta Gorda - Shell Creek Water Treatment Plant Reverse Osmosis Addition	Cobb County - James E. Quarles Water Treatment Plant 1 Replacement
Billy Logan, DBIA	Design-Build Project Manager	Design-Build Project Manager	Wharton-Smith	21	Fort Myers, Florida	Project Executive	Project Executive	Project Executive	-
Andrew Coleman, PE	Design Manager	Design Manager	Hazen	21	Sarasota, Florida	Technical Advisor for Hydraulics	Preliminary Treatment Lead	-	-
Yue Sun, PE, BCEE	Process Design Lead	Process Design Lead	Ardurra	26	Sarasota, Florida				
Nathan Hillard, DBIA	Preconstruction Manager	Preconstruction Manager	Wharton-Smith	22	Sanford, Florida	Preconstruction	Preconstruction	Preconstruction	-
Ed Sly	Construction Manager	Construction Manager	Wharton-Smith	41	Fort Myers, Florida	Superintendent	Superintendent	Superintendent	-
Anthony Baxley, DBIA	Comissioning & Start-Up Manager	Comissioning & Start-Up Manager	Wharton-Smith	14	Tampa, Florida	-	Sr. Project Manager	-	-
Todd O'Donnell, DBIA	Executive Leadership	Executive Leadership	Wharton-Smith	32	Tampa, Florida	Principal in Charge	Principal in Charge	Principal in Charge	
Andre Dieffenthaller, PE, DBIA	Executive Leadership	Executive Leadership	Hazen	32	Tampa, Florida	Principal in Charge	Principal in Charge	-	-
Chris Kuzler, PE	Executive Leadership	Executive Leadership	Ardurra	37	Sarasota, Florida	Principal in Charge	-	-	-
Bob Bruner, PE, ENV SP, DBIA	Executive Leadership	Executive Leadership	Archer Western	31	Tampa, Florida	-	-	-	
David Haas, PE	QC/Peer Review	QC/Peer Review	Hazen	38	Tampa, Florida				Project Manager
Sean White, PE	Lead Estimator	Lead Estimator	Wharton-Smith	30	Sanford, Florida	Estimator	Estimator	Estimator	
Guillermo Bobea, CHST	Safety Manager	Safety Manager	Wharton-Smith	32	Fort Myers, Florida	Safety Manager	Safety Manager	Safety Manager	
JD Gillespie, DBIA	Project Manager	Project Manager	Archer Western	15	Tampa, Florida	-	-	-	Project Manager
Reference Project Details									
Reference project was completed for the Authority (X)									
Reference Project Location						Ruskin FL	Tampa, FL	Punta Gorda, FL	Marietta, GA
Reference Project Budget at NTP ($ million **not** including contingency and allowance)						$133.0	$29.1	$29.2	$71.7
Reference Project Cost at Completion ($ million including contingency and allowance)						TBD	$31.5	$23.6	$70.2
Contract Extension (Actual Final Completion Date minus Scheduled Final Completion Date at NTP)						365 (due to Owner requested capacity improvements including additional clarifier, filters and chlorine contact chamber)	442 days ((Delays from from medium voltage generators and switchgear.)	60 (Owner requested work)	180 days (due to adverse weather, sequencing constraints, and additional Owner requested work.)
Project Status - (Complete, Ongoing, Other)						Ongoing	Complete	Complete	Complete
Reference Project Delivery Method - Design Bid Build (DBB), Progressive Design-Build (PDB), Design-Build (DB), Construction Management at Risk (CMAR), Other (O)						DB	PDB	CMAR	DBB
Alternative Delivery Project (X) (Requirement 2.h.)						X	X	X	
Water/Wastewater Facility Project (X) (Requirement 2.g.)						X	X	X	X

ATTACHMENT B — QUALIFICATION CERTIFICATION

ATTACHMENT B

QUALIFICATION CERTIFICATION

The Undersigned presents this Qualification Submittal to be considered as a Qualified Design-Build Firm for provision of Design-Build services for the Peace River Facility Expansion Project – Final Design, Permitting, and Construction.

A copy of the license(s) under which our firm is engaged in the business of contracting in the state of Florida is attached. This license was issued in accordance with provisions of Section 489.113, or 471.023 Florida Statutes, and is currently valid and in force.

It is further understood that qualification, if given, shall be valid for the purpose of responding to the above solicitation, unless suspended or terminated by Peace River Manasota Regional Water Supply Authority. The Undersigned verifies that the firm is qualified as a Design-Build firm as defined by Florida Statute 287.055(2)(h). The Undersigned also verifies that the firm is licensed in the State of Florida as a Certified General or Building Contractor in accordance with the Florida Statute 489.119; OR, licensed in the State of Florida as an Engineer in accordance with Florida Statute 471.023.

The Undersigned authorizes and requests any public official, engineer, architect, Surety Company, bank depository, material or equipment manufacture or distributor or any person, firm, or corporation to furnish all information requested by the Authority, to verify statements given with this Qualification Submittal.

The Undersigned further authorizes the Peace River Manasota Regional Water Supply Authority designee to disclose, without any liability whatsoever, any and all information contained in the Qualification Submittal.

The Undersigned has not been disqualified by any public agency in Florida except as indicated below. (If none, insert: "N/A")

DATED this 12th day of April, 20 24.

Signature of Affiant

Todd O'Donnell, Vice President, Water — Printed Name & Title of Affiant

Wharton-Smith, Inc. — Full Legal Name of Consultant/Contractor

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 12th day of April, 20 24, by Affiant. who is personally known to me or has produced N/A as identification.

REBECCA TITUS
Notary Public - State of Florida
Commission # HH 411576
My Comm. Expires Jun 15, 2027
Bonded through National Notary Assn.

Rebecca Titus
Notary Public

Rebecca Titus
Name typed, printed or stamped

My Commission Expires: 6/15/2027

CONTINUED PARTNERSHIP WITH THE AUTHORITY

The Wharton-Smith Design-Build team and the Authority have experienced success together for several decades. Beginning in the late 1990's with the expansion of the Peace River Facility through Plant #2, Wharton-Smith and our design team members have continued to be entrusted by the Authority to provide design and construction services that support the ever-growing population increase in the Authority's service area.

Not only have we worked closely with the Authority, we have also collaborated on dozens of important projects with each of the member entities across all facets of a community. From eight projects with Charlotte County's Sheriff's Office and Fire Department to critical wastewater projects with Manatee County and Sarasota County, our firm has been dedicated to the success of our communities in Southwest Florida. The Authority can count on our partnership and ability to deliver on another important project.

LESSONS LEARNED FROM PLANT #2 EXPANSION

Below are several lessons learned Wharton-Smith has gathered from our experience building at your Peace River Facility. This knowledge, along with the recent experience of our design team members and Archer Western, will be invaluable to keeping this fast-tracked project on schedule:

AREA OF FOCUS	MITIGATION STRATEGY
1. Water Management	Stormwater management is a unique challenge when building in Southwest Florida, especially given this site's proximity to Peace River. The high water table in these areas makes dewatering a particularly tough challenge if not handled properly.
2. Weather Events	This area is prone to extreme weather events and heavy rains during summer and fall months. Our team has an abundance of experience managing these conditions. An hurricane management plan will be included in our team's site-specific safety plan.
3. Trench Configuration	The chemical lines and pipes in the trenches throughout the site must be configured to allow for ease of future maintenance. The pipes should be adhered to the walls in lieu of the floor of the trenches to allow workers adequate space to work in these areas.
4. Shutdowns and Tie-ins	There are many off-site valves that control water flowing into the plant. Detailed coordination with plant operators will be imperative to ensuring timely success of challenging shutdowns and tie-ins.

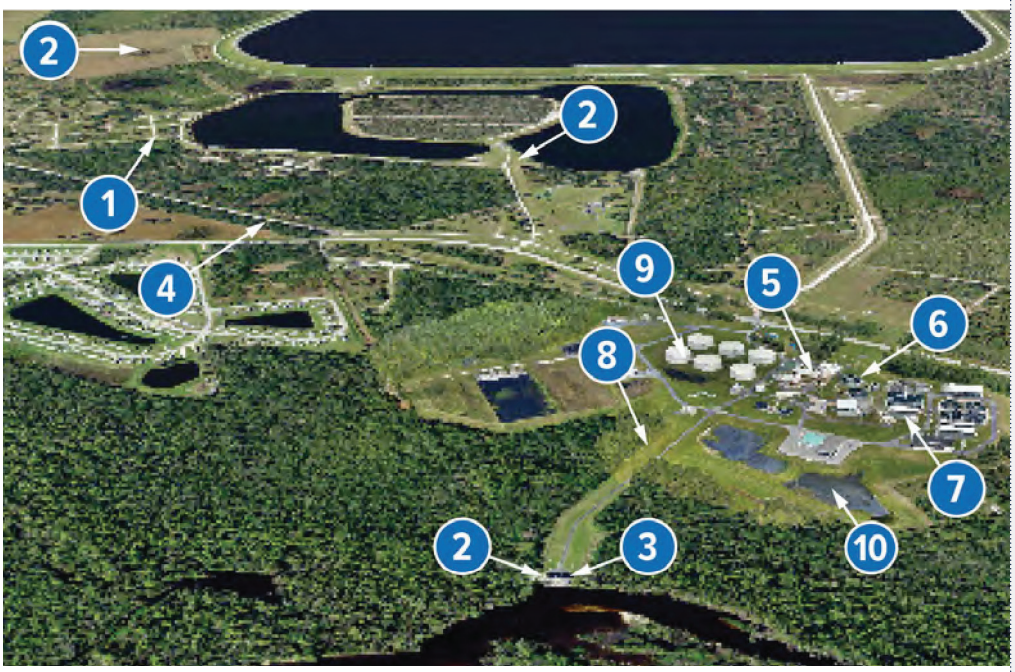
EMPLOYEE SPOTLIGHT

DOUG BROWN
SUPERINTENDENT

Proposed Superintendent Doug Brown was a part of the team that built Plant #2 shown below. From this experience, Doug has guided our construction team through the lessons learned and challenges of building in Southwest Florida, and adjacent to Peace River (see left).

OUR TEAM PROVIDES A LONG, SUCCESSFUL HISTORY WORKING AT THE PRF

These previous efforts give our team a unique knowledge of the PRF, operations and maintenance staff, and a holistic view in how this project impacts the Authority's water supply responsibilities to the Region.



1. Partially Treated Surface Water ASR
2. Peace River Regional Reservoir Project (PR3)
3. Oasis Modeling Development & Operation
4. Phase 2 Regional Interconnect
5. Water Quality Master Plan
6. PRF Plant Optimization
7. Site Master Plan Update
8. Aluminum Management Study
9. Envision Consulting and PR3 Sustainability Management
10. Pipeline Mapping

ALSO, OUR EXPERIENCE ON SURFACE WTPS AND PFAS REGULATIONS IS UNPARALLELED

Our project team members are well versed in the latest treatment technologies, including SIX, GAC, PAC, Plate Settlers, and Membrane systems. We are also up to speed on the current regulatory landscape, including the recently released PFAS regulation. Our Team will be able to support the design of this project and evaluate treatment technologies and site layout to set the Authority up to meet the new PFAS limits.

INCLINED PLATE SETTLER TECHNOLOGY

KEY LESSONS LEARNED TO BRING TO PEACE RIVER

CITY OF WEST COLUMBIA LAKE MURRAY WTF

Wharton-Smith is the CMAR on a 20 MGD Expansion for a surface WTP for the City of West Columbia. Project scope includes upgrades to flocculation, sedimentation basins, filtration and ozone addition. Inclined Plate Settler technology was selected for the sedimentation basins.

CHALLENGES FACED AND KEY LESSONS LEARNED

- Sealing Troughs during testing
- Sludge Vacuum System
  - Smooth floor for tracking
  - Optimizing Controls at Start-up
- Precision Equipment needed for Installation

EMPLOYEE SPOTLIGHTS

SURFACE WATER TREATMENT EXPERTS

ERIK ROSENFELDT, PHD, PE- Hazen's PFAs Treatment Lead has performed over 50 PFAs related research projects

CHRISTINE OWEN- Has worked on 67 water treatment research projects

YUE SUN, PE, BCEE- 50+ Water Treatment projects including design, pilot studies, bench-scale testing, and full-scale re-rating studies at 20 WTPs

Wharton-Smith, Inc. CONSTRUCTION GROUP · Hazen · ARDURRA · HDR

REFERENCE FORM

SOUTH COUNTY ADVANCED WASTEWATER TREATMENT FACILITY MODULAR EXPANSION

RUSKIN, FL | **DESIGN-BUILD**

PROJECT RELEVANCIES

+ Collaborative Delivery (DB)
+ Fast Track Project
+ 60% Self-Performance
+ Active Facility (MOPO)
+ Tight Site Constraints
+ Southwest Florida Project

OWNER

Hillsborough County
925 E. Twiggs Street
Tampa, FL 33602

OWNER CONTACT INFO

Bradley Warholak, PE
P: (813) 209-3051
E: warholakb@hillsboroughcounty.org

CONTRACTOR & PROJECT MANAGER

Wharton-Smith
Josh Hines, Project Manager

ENGINEER & ENGINEER OF RECORD

Hazen and Sawyer
David Baar

SCHEDULE

Commencement: 12/2022
Final Completion: 9/2025 (est.)

CONSTRUCTION COST

Budget: $133 M | **Final:** $96.7 M (tbd)

ORIGINAL GMP/BID

$133 M

FINAL COST (WITH CHANGE ORDERS)

$96.7 M (Projected)

ORIGINAL & FINAL COST DIFFERENCE

Ongoing

QUALIFICATION SATISFIED

✓ 2.g. Water/Wastewater Treatment Facility Project
✓ 2.h. Alternative Delivery Project

PROJECT DESCRIPTION

Wharton-Smith and Hazen, along with Arudurra, are currently providing Design-Build services on the phased expansion of the existing 10 MGD wastewater plant.

Phase 1: Provide reject water 3-MG additional storage capacity by adding one 3-MG lined reject holding pond and pump station, associated yard piping, and electrical, and instrumentation and controls.

Phase 2: Provide a re-rate capacity of 11 MGD by adding six pumps at the intermediate pump station, two filter cells, chlorine contact basin, effluent pump station, sodium hypochlorite and sodium bisulfite chemical systems, stormwater systems, associated yard piping, electrical, and instrumentation and controls.

Phase 3: Provide 13 MGD capacity by implementing improvements at the headworks influent flow distribution, new center flow band screens system, improvements on biological nutrient removal basins, new IMLR pumps, expansion of the clarifier inflow splitter box, addition of two clarifiers, RAS/WAS pump stations, reclaim water pump station, and associated electrical and controls.

13 MGD capacity expansion

60% self-performed by WS

100 days ahead of schedule

FAST track phased Design-Build

Wharton-Smith, Inc. CONSTRUCTION GROUP · Hazen · ARDURRA · HDR

REFERENCE FORM

HOWARD F. CURREN ADVANCED WASTEWATER TREATMENT FACILITY

TAMPA, FL | **DESIGN-BUILD**

PROJECT RELEVANCIES

+ Collaborative Delivery (DB)
+ New Process Facility
+ 49% Self-Performance
+ Active Facility (MOPO)
+ Southwest Florida Project

PROJECT DESCRIPTION

Wharton-Smith, in a joint venture with Garney, and Hazen are currently providing Design-Build services on the phased master improvement plan program at the Howard F. Curren Advanced Wastewater Treatment Facility (AWTF).

The initial phase of the project includes the construction of a new three-story dewatering facility including three truck scales, three centrifuges, four screw conveyors, and two bulk polymer storage and feed systems with ancillary appurtenances; electrical control room; and miscellaneous architectural features.

This project also contains a new sludge pumping station with three progressive cavity pumps with grinders and a detached electrical building.

Replaced
Existing belt press facility

49%
self-performed by WS

3D modeling
identified potential conflicts

Phased
Progressive Design-Build project

OWNER

City of Tampa
306 E. Jackson Street
Tampa, FL 33602

OWNER CONTACT INFO

Charlie Lynch, PE
P: (813) 274-8916
E: charlie.lynch@tampagov.net

CONTRACTOR & PROJECT MANAGER

Wharton-Smith/Garney JV
Anthony Baxley, Sr. Project Manager

ENGINEER & ENGINEER OF RECORD

Hazen and Sawyer
Jacob Porter

SCHEDULE

Commencement: 5/2021
Final Completion: 2/2024

CONSTRUCTION COST

Budget: $29.1 M | **Final:** $31.5 M

ORIGINAL GMP/BID

$29.1 M

FINAL COST (WITH CHANGE ORDERS)

$31.5 M

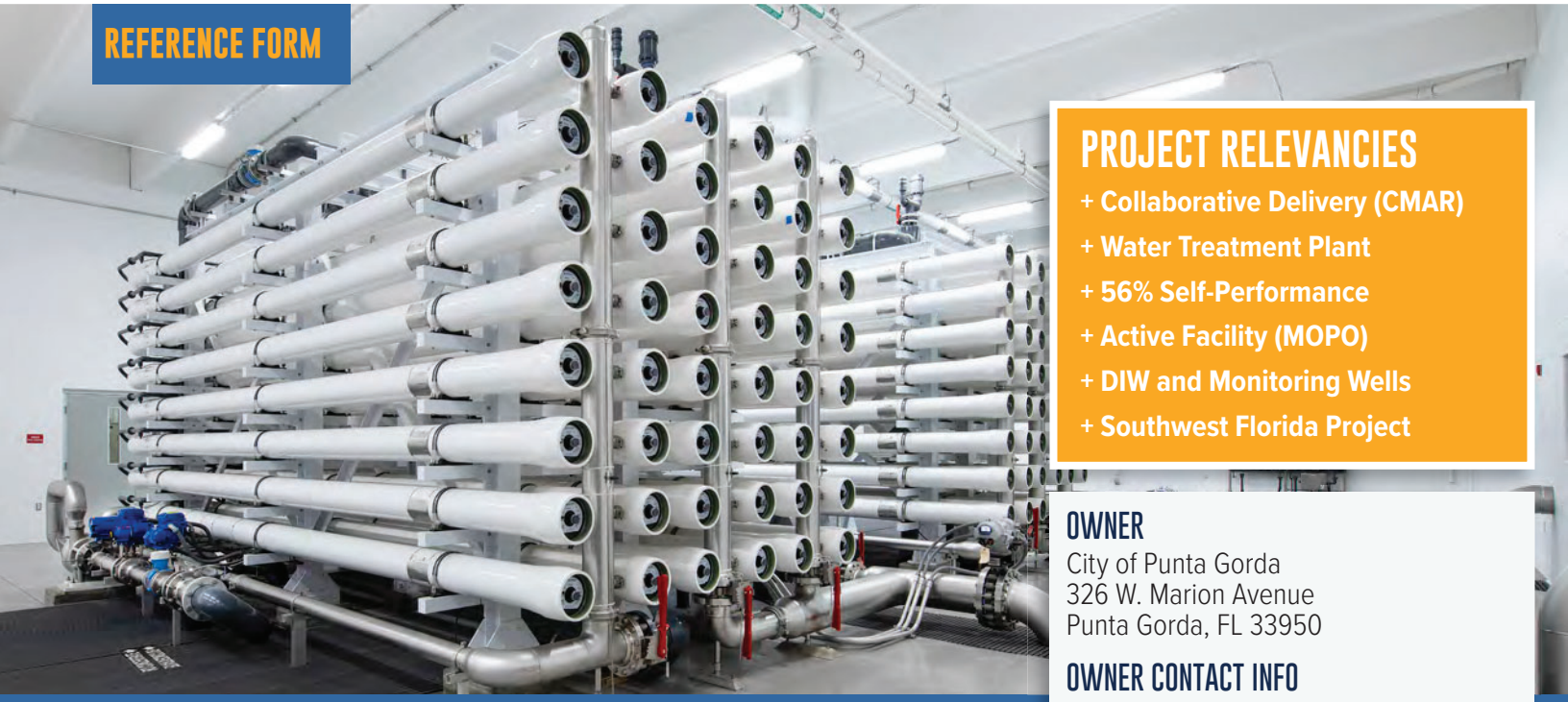
ORIGINAL & FINAL COST DIFFERENCE

Final increase was due to owner directed changes for additional enhancements to the project

QUALIFICATION SATISFIED

- ✓ 2.g. Water/Wastewater Treatment Facility Project
- ✓ 2.h. Alternative Delivery Project

REFERENCE FORM



SHELL CREEK WATER TREATMENT PLANT REVERSE OSMOSIS ADDITION

PUNTA GORDA, FL | CONSTRUCTION MANAGER AT RISK

PROJECT DESCRIPTION

Wharton-Smith provided Construction Management at Risk **(alternative delivery)** services for the addition of reverse osmosis (RO) treatment technology at the existing Shell Creek Water Treatment Plant.

The scope included raw water well pumps, piping and equipment, RO process building, RO water treatment process and cleaning systems, degasification and odor control systems, blending structure with blending basin, wet wells, permeate transfer pumps, and finished water transfer pumps.

The scope also included a 2-MG ground storage tank, chlorine gas building, chlorine storage and feed system, new sulfuric acid storage and feed system, new scale inhibitor storage and feed system, new corrosion inhibitor storage and feed system, equipment and piping for the outfitting of concentrate disposal well, neutralization wet well and pump station, sitework and yard piping, standby power and fuel system, instrumentation and controls, and electrical work.

The project also included extensive coordination with the PRMWSA and Ardurra for piping and connections with the Phase 1 Regional Transmission Main.

14 MGD
annual average daily flow (AADF)

56%
self-performed by WS

31 day
early completion

$5.6 M
project savings

PROJECT RELEVANCIES

+ Collaborative Delivery (CMAR)
+ Water Treatment Plant
+ 56% Self-Performance
+ Active Facility (MOPO)
+ DIW and Monitoring Wells
+ Southwest Florida Project

OWNER
City of Punta Gorda
326 W. Marion Avenue
Punta Gorda, FL 33950

OWNER CONTACT INFO
Steve Leonard
P: (941) 575-5059
E: sleonard@cityofpuntagorda.com

CONTRACTOR & PROJECT MANAGER
Wharton-Smith
Billy Logan, Sr. Project Manager

ENGINEER & ENGINEER OF RECORD
Tetra Tech
Jon Bundy

SCHEDULE
Commencement: 4/2018
Final Completion: 5/2020

CONSTRUCTION COST
Budget: $29.2 M | **Final:** $23.6 M

ORIGINAL GMP/BID
$29.2 M

FINAL COST (WITH CHANGE ORDERS)
$23.6 M

ORIGINAL & FINAL COST DIFFERENCE
Cost difference derived from Owner Direct Purchase (ODP) savings.

QUALIFICATION SATISFIED
✓ 2.g. Water/Wastewater Treatment Facility Project
✓ 2.h. Alternative Delivery Project

Wharton-Smith, Inc. CONSTRUCTION GROUP · Hazen · ARDURRA · HDR

REFERENCE FORM

JAMES E. QUARLES WATER TREATMENT PLANT 1 REPLACEMENT

MARIETTA, GA | DESIGN-BID-BUILD

PROJECT RELEVANCIES

+ Water Treatment Plant
+ 55% Self-Performance
+ Active Facility (MOPO)
+ >24 MGD capacity

PROJECT DESCRIPTION

This project entailed replacing the existing plant with a new conventional water treatment plant with an initial 33 MGD capacity designed for future expansion to 66 MGD. The scope of work included demolition of the existing plant, a new raw water transmission main, a new high-service pump station, and a new 460,000-gallon water storage tank. To replace the aging Plant 1 infrastructure, Archer Western constructed new flocculation tanks, sedimentation basins, filters and administration building.

Significant challenges arose during managing demolition of the existing plant to allow the new plant to be built while half of the existing plant was still in operation. The team carefully planned the partial demolition of the existing Plant No. 1 to avoid negatively impacting plant operations essential to Cobb County's water supply. A temporary control room was designed to house the existing PLC control panels and computer workstations until the remaining half of the plant could be demolished. This allowed the owner to use a portion of the existing facility if supply demand required it while the new facility was under construction.

33 MGD
annual average daily flow (AADF)

55%
self-performed by AW

3D modeling
identified potential conflicts

$1.5 M
project savings

OWNER

Cobb County - Marietta Water Authority
4402 Lower Roswell Road
Marietta, GA 30068

OWNER CONTACT INFO

George Kaffezakis, PE
P: (770) 514-5300
E: gkaffezakis@ccmwa.org

CONTRACTOR & PROJECT MANAGER

Archer Western Construction, LLC
David Walker, Project Manager

ENGINEER & ENGINEER OF RECORD

Hazen & Sawer
David Hass

SCHEDULE

Commencement: 9/2017
Final Completion: 5/2021

CONSTRUCTION COST

Budget: $71.7 M | **Final:** $70.2 M

ORIGINAL GMP/BID

$71.7 M

FINAL COST (WITH CHANGE ORDERS)

$70.2 M

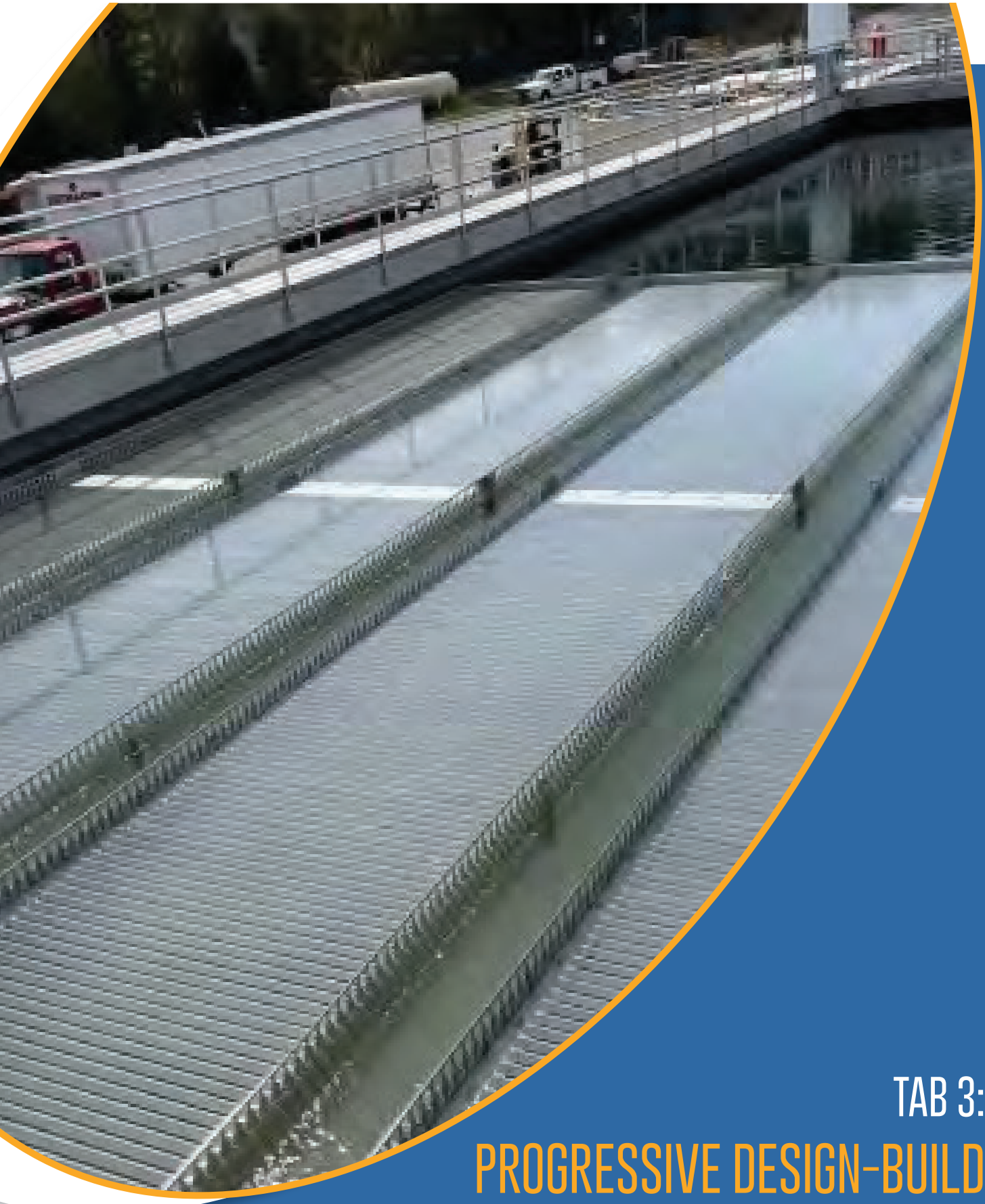
ORIGINAL & FINAL COST DIFFERENCE

Completed below original budget due to unused Contingency Funds.

QUALIFICATION SATISFIED

✓ 2.g. Water/Wastewater Treatment Facility Project

Wharton-Smith, Inc. CONSTRUCTION GROUP · Hazen · ARDURRA · HDR



TAB 3:
PROGRESSIVE DESIGN-BUILD TEAM PROJECT APPROACH

Describe how the project will be delivered from kick-off through construction utilizing Respondent's communication plan, staffing plan, and delivery approach.

ESTABLISHING TRUST WITH DBIA BEST PRACTICES

The Authority has wisely selected Progressive Design-Build (PDB) delivery to give you the highest probability of success on this critical infrastructure project. PDB delivery gives you an opportunity to experience collaborative benefits not always available with other project delivery models, such as innovation, cost savings, schedule acceleration, and an end product built with reliability and sustainability. Wharton-Smith firmly believes and adheres to DBIA best practices. Our delivery plan for the Peace River Facility project outlines how we intend to follow these best practices:

BEST PRACTICE

DESIGN-BUILD TEAM MEMBERS SHOULD BE EDUCATED AND TRAINED IN THE DESIGN-BUILD PROCESS.

HOW WE ACHIEVE THIS? Our experienced design-build team has delivered water and wastewater treatment plant projects under the PDB delivery together for 25+ years. We also have numerous accredited DBIA professionals on our team

BEST PRACTICE

THE DESIGN-BUILD TEAM SHOULD ESTABLISH LOGISTICS AND INFRASTRUCTURE TO SUPPORT INTEGRATED PROJECT DELIVERY.

HOW WE ACHIEVE THIS? Upon Notice to Proceed, we will quickly construct the collaboration center at the site establishing the necessary facilities to conduct our workshops, MOPO/VE sessions, and progress meetings.

THE DESIGN-BUILD TEAM SHOULD ESTABLISH PROCESSES TO FACILITATE COMMUNICATION, COLLABORATION, AND ISSUE/DISPUTE RESOLUTION.

HOW WE ACHIEVE THIS? At the Kick-off meeting we will peform a structured partnering session establishing the project charter's missions and goals. We will operate as a truly integrated team including design, construction, subcontractors, and the Authority staff and plant operators by having a clear organizational structure and open lines of communication between all team members.

BEST PRACTICE

THE DESIGN-BUILD TEAM SHOULD FOCUS ON DESIGN MANAGEMENT AND COMMISSIONING PROCESSES—AND HOW TO EXECUTE THOSE PROCESSES.

HOW WE ACHIEVE THIS? Our design-build team will actively collaborate with the Authority's key stakeholders to develop the design with the end in mind. Our commissioning process, managed by Anthony Baxley, will be thorough, well-timed, and performed side-by-side with the final end users. Commissioning will be integrated up front and incorporated into the design.

COLLABORATION SPOTLIGHT

WHARTON-SMITH + HAZEN

PDB is most effective when the design team and construction manager share a common vision to accomplish owners' goals with the highest quality projects. Wharton-Smith and Hazen have proven that our teams work effectively together, particularly in the Florida water and wastewater market.

Todd O'Donnell, Billy Logan, and Andre Dieffenthaller have 20 years of collaboration success with critical infrastructure projects in Southwest FL for clients such as Hillsborough County and City of Tampa. Our firms' synergy and cohesion will provide seamless design and construction phases for the Authority.

#1
W/WW Contractor in US (WS + Archer)

800+
combined alternative delivery projects

$1B
water/wastewater projects **delivered together**

$12B+
combined alternative delivery projects

Wharton-Smith Southwest FL DBIA Award-Winning Projects

DBIA-FL Honor Award for the Tarpon Springs Alternative Water Supply Project

DBIA-FL Best in Process Award for the Hillsborough NW Regional Expansion Project

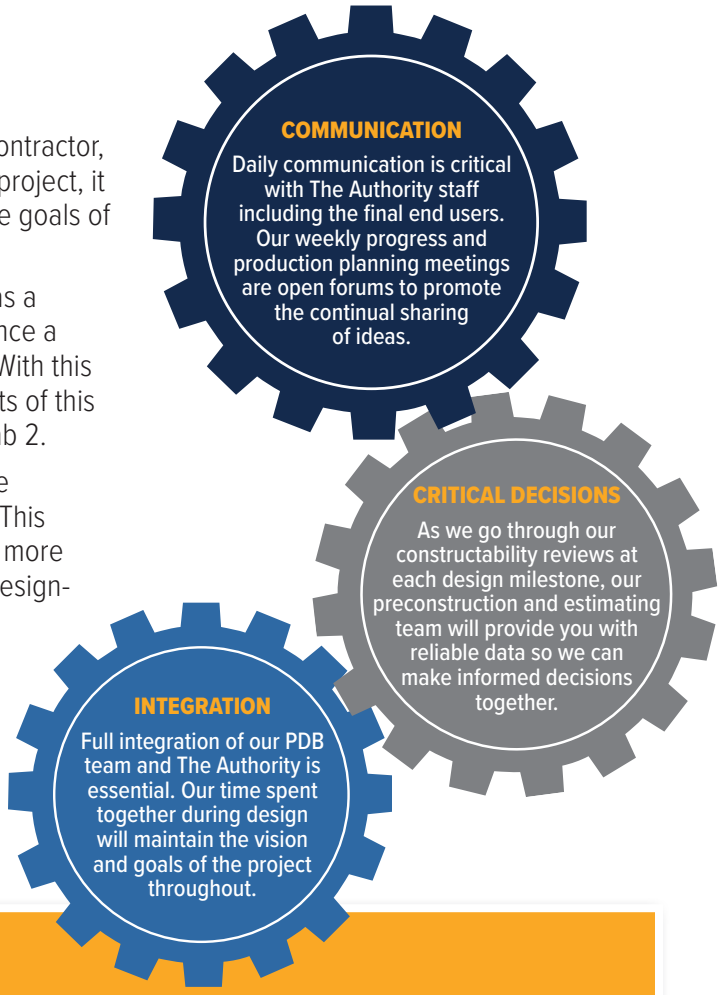
STAFFING PLAN AND COMMUNICATION

Collaboration is the cornerstone of our project approach. This is especially true with Progressive Design-Build delivery. When your contractor, design team, subcontractors, and you share a common vision for a project, it is amazing what we can accomplish together as we work toward the goals of this project.

The Wharton-Smith and Hazen team-centered approach will serve as a model for how our team will approach this project, which will influence a positive approach from our selected subcontractors and suppliers. With this approach, all project contributors are working in unison. The benefits of this approach are evident on all of our reference projects provided in Tab 2.

For collaboration to be effective, we must have a plan that has more intention than simply every team member showing up to meetings. This project requires real interaction within our team. Having completed more than $2 billion water and wastewater projects in Florida using the design-build delivery method, we have refined our collaborative process with each successful project completion.

Wharton-Smith, Hazen, and our subconsultants choose to team together when utilities in Florida are presented with their most critical and most challenging projects. Florida is where our people work, where they live, and where they pay their taxes; therefore, our team members have a vested interest in the outcomes of these critical infrastructure investments.



QUICK DECISIONS ARE OUR KEYS TO SUCCESS

Our accurate pricing and open-book transparency are major factors for success on your project. With our extensive experience and open communication, the Authority will be able to make decisions swiftly and keep the project on schedule.

OUR TEAM WAS ASSEMBLED WITH YOUR PROJECT AND CURRENT MARKET CONDITIONS IN MIND...

Leveraging resources and Peace River specific knowledge to deliver the best result for the Authority. We have a well thought out approach to staffing this project for the Engineering Team to mitigate workload concerns from other high-profile projects in the area and meeting the desired schedule for the PRF Expansion project.

PRF SITE AND AUTHORITY FAMILIARITY

CONCEPT - From executive team to support services team members — we have worked on 45+ projects with the Authority, including the two recent projects at the PRF – PR3 and the PRF Optimization Study.

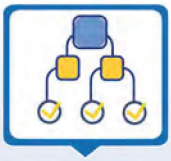
BENEFIT - Ability to start quickly and avoid catching up.

TARGETED SKILL SETS

CONCEPT - Members of design team have been chosen based on experience in a particular process component and they will focus on that area, avoiding having staff spread out over multiple process areas.

BENEFIT - Focused staff allow for more efficient design process.

DIVIDE AND CONQUER



CONCEPT - Distribution of work across three main firms and across geography minimizes workload impacts and does not overburden one particular firm/office.

BENEFIT - Ability to meet schedule.

168

Water Engineering Staff in SW Florida

The proposed water engineering staff on this project is a small portion of our overall water engineering resources in SW Florida.

PROJECT TIMELINE - **Our Team has developed a collaborative approach that will leverage the work performed to date** by our Engineering firms on recent projects and the Authority's Design Criteria Package, allowing us to meet the timeline for GMP development and the April 2025 board meeting. This timelines identifies key efforts that help to streamline the schedule.

2024

Project Approach & Standards Coordination
The Design-Build Team will meet ahead of the NTP to review project approach and standards.

Permitting and Funding Workshop
Within 2 weeks of NTP, team meets to review preliminary permitting and funding approach, schedule, and pre-application meetings.

Focus Area Workshops
Team establishes series of workshops focused on reviewing process area approaches, evaluation efforts, and recommendations.

VE Workshop and MOPO
Within 2 weeks of BOD team meets to discuss long lead items, discuss constructability, and identify best value opportunities.

Cost Estimate & Validation
Concurrent to the 60% Design development, the team will prepare a preliminary cost estimate and schedule

Guaranteed Maximum Price
Immediately following the 60% Design, the team will prepare a formal GMP based on the 60% Design.

Long-Lead Packages
Develop early procurement documents to be ready for execution upon Phase 2 NTP

Site Protection & Initial Work
Mobilize and begin installing site and environmental protections.

Final Permitting Set
Following completion of the 90% Design, the team will submit final permit applications.

Keys to Fast Tracking Preconstruction Schedule:
1. Focus Area Workshops
2. Design Collaboration Software
3. Permitting Familiarity

*SEE NEXT PAGES FOR HOW WE DO THIS!

Major Construction Begins
Upon receipt of final permits and completion of initial site work, the team will begin work on new structures and utilities across the site.

NOTE: Incorporation of early works efforts, pre-purchasing, and other schedule mitigation techniques will be reviewed as part of the detailed schedule during the presentation.

2025

PHASE 1 NOTICE TO PROCEED - JULY 2024

Kickoff & Partnering Meeting
Team will host a partnering session to establish project charter, review scope, schedule, and approach.

Basis of Design (BOD)
Within 4 months of NTP, team develops a Basis of Design Document that includes P&IDs, a Site Plan, and written report to summarize workshop discussions and updated design criteria.

Permitting Pre-Application
The team will coordinate with regulatory authorities and hold pre-application meetings.

60% Design
Within 6 months of NTP, the team will develop 60% Design Documents, these documents will serve as the basis for the GMP development.

Initial Permitting Applications
The team will complete and submit permitting applications based on the 60% Design and pre-application coordination.

PHASE 2 NOTICE TO PROCEED - MAY 2025

Early Procurement
Immediately upon receiving NTP, the team will perform procurement of the long-lead materials and equipment based on the Long-Lead Packages.

90% Design
The team will develop 90% Design Documents, incorporating review and coordination from efforts from the GMP Development and Initial Permitting.

IFC Documents
Team will develop Issued for Construction (IFC) documents, incorporating review and coordination from the previous efforts including final permitting.

2026

Keys to Fast Tracking Construction Schedule
1. Assemble the Right Team
2. Proven Process to Organize and Execute

*SEE NEXT PAGES FOR HOW WE DO THIS!

Initiate Start-Up & Commissioning
Upon completion of the major construction activities, the team will begin commissioning, training, and testing of the new facilities.

2027

FACILITY TURNOVER - DECEMBER 2027

Wharton-Smith, Inc. CONSTRUCTION GROUP · Hazen · ARDURRA · HDR

1 FOCUS AREA WORKSHOPS AND TOOLS TO SUPPORT THE SCHEDULE

WORKSHOPS TO SUPPORT COLLABORATIVE DELIVERY AND STREAMLINE THE SCHEDULE

Our team will host design area specific workshops for focused discussion on the different process areas, site plan, electrical, and instrumentation and controls. These initial workshops will present findings based on review of the DCR recommendations to discuss a streamlined approach forward, leveraging the efforts made to date.

INPUTS

Design team presents targeted discussion reviewing proposed approach and options, schedule, and cost impacts that clearly identifies required input from Authority

WORKSHOPS

Discussion and decision-making process

OUTPUTS

Clear decisions to keep design moving and action items that can be tracked

2 DESIGN COLLABORATION SOFTWARE

PROJECT MANAGEMENT TOOLS

One of the biggest challenges for large, multi-stakeholder and multi-discipline projects is keeping everyone on task. Our project management tools maintain and track decisions and action items to ensure items get addressed in a timely manner, keeping the project on schedule.

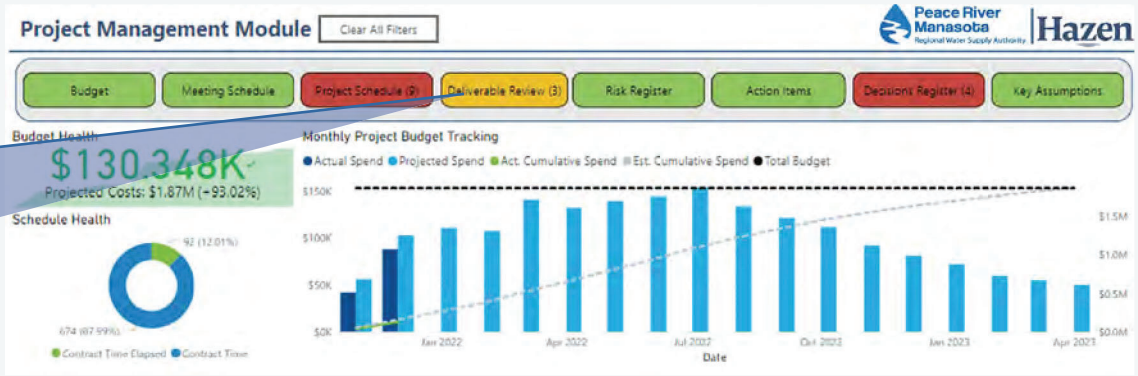
CHALLENGES

- Maintaining/tracking comments
- Tracking action items/due dates
- Tracking scope changes and cost impacts
- Coordinating meetings with multiple personnel

SOLUTION

To address these challenges, our team has been utilizing business intelligence-based project management tracking tools.

This tool allows for a repository to more easily coordinate meetings and workshops, track meeting notes and action items, project decisions, review comments, changes in project scope, and project risks.



3 PERMITTING WILL DRIVE THE FAST-TRACKED SCHEDULE

Our Team members have intimate knowledge of the required permitting for the PRF site and the challenges it will pose. HDR has been leading the permitting efforts for the PR3 project and Juturna was involved in the regulatory meetings and permitting evaluation during preliminary efforts related to the PRF Expansion. Our Team's previous permitting work gives us a head start on this complex permitting effort. Below is a permit matrix identifying the anticipated permits and plan of attack.

		Pre-Application Phase		Application Phase	
Permit/Process	**Agency**	**Plan**	**Schedule**	**Plan**	**Schedule**
Development Order	DeSoto County	Pre-application meeting with County	Early in design task	Submit conceptual design documents	Submit with 60% design
Improvement Plan				Submit final sealed plans	Submit after 90% design
Building Permits				One permit per structure, but can be grouped for project	Pulled prior to construction
Environmental Resource Permit	SWFWMD issued Permit No. 49002041.015 Peace River Facility Conceptual Stormwater Plan and Phase 1 Improvements. Due to permit history, SWFWMD will issue ERP of this project.	Pre-application meeting with SWFWMD	Early in design task	ERP application Sections A, C, E signed and sealed drawings, wetland delineation, stormwater calculations, project narrative, floodplain compensation, and wetland impacts	Submittal at 60% design
404 Permitting	USACE	Wetlands on site may be WOTUS; would require a 404 permit	Early pre-application meeting with Tampa USACE office	USACE Form 4345, narrative design drawings, wetland delineation	Submittal at 60% design phase
Gopher Tortoise Relocation	FloridaFish and Wildlife Conservation Commission	Complete at 15% GT survey, secure relocation reservations, apply for relocation permit	During design phase (relocation permits are valid for 12 months and can be extended)	All GT relocations must be completed prior to construction	
Eastern Indigo Snake	USFWS	Conduct a preliminary site survey	Concurrent with gopher tortoise survey	Notify USFWS South Florida Field Office that the protection/education plan will be implemented including posters/pamphlets, designated agent, and post-construction monitoring report	
ESA Consultation		Due to proximity of the designated critical habitat for the Florida bonneted bat, and size greater than 5 acres, a formal consultation must occur with the USFWS		If USACE 404 permit is required for wetland impacts, bonneted bat would be evaluated under a Section 7 consultation. If there is no 404 permit required or any other federal nexus (i.e. federal funding), effects to the bonneted bat would be evaluated under Section 10 of the ESA.	Section 10 evaluations current have not time limits and are more complex posing a schedule risk. Attempt to secure Section 7 review/ limit review time
Public Drinking Water Construction Permit	FDEP	Pre-application meeting to review early design concepts and confirm requirements	Meet after 30% design review	Submit application with sealed BODR and plans	Post-60% as plans can be finalized and sealed
General NPDES Site Surface Water Management		Not required in early phase		Permit required for site surface water management during construction, including SWPPP	Submit permit and Notice of Intent to Discharge (NOI) under General Permit prior to construction activities

1 ASSEMBLE THE RIGHT TEAM

To meet the project goals, the Authority needs a team positioned to bring the construction leadership, a deep bench of field resources and proven experience to deliver this fast-paced project. With mobilization anticipated in late 2025 and the required completion in by the end of 2027, multiple disciplines and many concurrent construction activities throughout the site will be required to maintain this aggressive pace. We have assembled the only team prepared to meet the project demands; a team with local, already boots on the ground resources which will be needed to ensure success.

FIRM	LABOR RESOURCES	BENEFIT TO AUTHORITY
Wharton-Smith	Concrete, Process Mechanical and Equipment, Metals.	Local staff of self-performing crews. Controls quality, safety and ensures schedule. Ability to supplement with other local Florida resources. Local saves costs in per diem and housing.
Archer-Western	Concrete, Process Mechanical and Equipment, Sitework, Metals.	Resources will be currently mobilized on other Authority projects. Provides supplemental resources to Wharton-Smith team. Provides a better coordination of SWSEP program.
Cogburn	Electrical	As the premier electrical contractor and currently have resources in the area, lowers cost. Currently working on local projects and ideal timing to transition into this project.

2 PROVEN PROCESS TO ORGANIZE & EXECUTE

Wharton-Smith's production planning system serves as a backbone of our project delivery. It drives our schedule, quality, and safety on every task, every day. This system provided great benefits since its implementation at Wharton-Smith. We have never finished a project late! We plan to implement the system on Day 1 of your facility expansion project.

PLAN THE WORK. WORK THE PLAN.

WHAT is production planning? The process of planning all work six weeks in advance to ensure all pre-requisite work is done and materials are on-site.

WHEN & WHERE is it done? Beginning- and end-of-shift meetings happen every day in a dedicated planning room. A weekly meeting is held to update production goals and six-week schedule.

WHO participates? Wharton-Smith management staff, subcontractors, and the Authority management and operations staff.

Wharton-Smith Production Planning Room

HOW it works? Each day is divided into columns. Every row represents a different work crew, including subcontractors. Each color of the sticky notes represents a different structure and the actual work activities are listed on the sticky notes. Activities missing preceding work or materials are turned at a 45 degree angle.

Describe the Respondent's risk management and safety plan that includes a list of risks.

PROJECT RISK REGISTER

Risk management begins with proactively and effectively identifying potential issues that could affect the project's success. This process starts by dissecting your project into critical areas, components, and schedule activities. For each identified potential issue, Wharton-Smith, our design team, and the Peace River Manasota Regional Water Supply Authority will collaboratively review the potential cost and schedule impact, probability, and most importantly, the risk mitigation strategy. This helps to identify how the team will work together to **mitigate potential risks long before** they are encountered. By identifying, discussing, and assigning responsibility to each item, frequency of each occurrence can be greatly reduced. For those items that still present cost risk, allowances and contingencies are created. **Below is a sample preliminary risk register specifically developed for your project:**

Risk ID	Risk Issue	Cost Impact ($)	Schedule Impact (Days)	Probability (0-100%)	Risk Mitigation Strategy	Weighted Cost Exposure (Prob x PCI)
1	Adverse Weather	TBD	20	100%	Provide for reasonable float in the project schedule and create an emergency response plan.	TBD
2	Permitting Delays	TBD	15	25%	Engage regulatory agencies and shareholders early in process and promote transparent communication. Obtain all permits prior to mobilization.	TBD
3	Utility Company Delays	TBD	15	25%	Engage Florida Power and Light (FPL) early in process to assist finalizing design and expediting procurement.	TBD
4	Procurement / Delivery Delays	TBD	30	40%	Early work packages and procurement of key equipment and long lead materials. Hold workshops to review all critical submittals to expedite release of materials.	TBD
5	Construction Delays / Subcontractor Performance	TBD	20	10%	Select qualified subcontracts with adequate resources and engage them early in Wharton-Smith's Production Planning System on a weekly basis.	TBD
6	Owner Evaluation and Decision Making	TBD	15	5%	Owner representatives must be responsible for timely decisions during all phases and issuing timely contract amendments to expedite procurement.	TBD
7	Design & GMP Schedule (GMP by March 2025)	TBD	30	0%	Developing and executing an aggressive design schedule. Holding weekly meetings with all stakeholders, critical decision logs, and maintaining a detailed design schedule will eliminate slippage.	TBD
8	Unanticipated Design Requirements after GMP	TBD	15	15%	Limit scope to only those items identified in the bid documents.	TBD
9	Added Electrical and I&C Costs after Bidding	TBD	5	40%	Involvement of electrical and I&C subcontractors and suppliers during the design and bid phases to minimize omissions.	TBD
10	System Performance Issues	TBD	10	25%	Adequate investigation during the design phase to ensure system performance.	TBD
11	Craft Labor Shortage	TBD	40	0%	Assemble a fully developed team with the 180+ craft workers and the preferred local electrical contractor. Wharton-Smith, Archer Western, Cogburn, and Revere will have multiple work crews.	TBD

PROJECT RISK REGISTER

Risk ID	Risk Issue	Cost Impact ($)	Schedule Impact (Days)	Probability (0-100%)	Risk Mitigation Strategy	Weighted Cost Exposure (Prob x PCI)
12	Material Escalation	TBD	0	100%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement of long lead equipment.	TBD
13	Latent Defects (Manufacturing)	TBD	10	15%	Inspect fabrications in shop (prior to delivery) where possible.	TBD
14	Unforeseen Subsurface Utilities and Yard Piping	TBD	10	100%	Element will perform Subsurface Utility Exploration (SUE) where possible to identify and locate existing conditions and conflicts prior to construction.	TBD
15	Requirements for Small Valves, Supports, Appurtenances, etc.	TBD	0	100%	Carry contingency for small piping not shown.	TBD
16	Restoration and Patching of Collateral Damage	TBD	0	50%	Perform layout, use proper demolition equipment for cutting, and restore affected areas to how they were intended.	TBD
17	PAC Deliveries	TBD	0	0%	Expedite construction of additional site access road to facilitate site utilization plan. Maintain access and logistics with operators during weekly check-ins.	TBD
18	Integration into Existing Network	TBD	5	75%	Perform investigation prior to start of integration with existing SCADA system.	TBD
19	Unforeseen Start-up and MOPO Restrictions	TBD	5	50%	Involve operators during design and early in construction to identify operational constraints and develop Maintenance of Plant Operations (MOPO) plans.	TBD
20	Manufacturer Start-up Service Overruns	TBD	5	50%	Utilize Wharton-Smith's Production Planning System to work efficiently and use start-up checklists.	TBD
21	New Treatment Process Technology	TBD	20	15%	Perform site visits and schedule manufacturer workshops during the design phase to help educate plant operations staff.	TBD
22	Additional Owner Training Requirements	TBD	0	50%	Video record training sessions and provide them to the Authority for future use.	TBD
23	Allowance for Building Department Fees	TBD	0	100%	Bid allowance to be carried in Guaranteed Maxium Price (GMP).	TBD
24	Allowance for Independent Testing	TBD	0	100%	Bid allowance to be carried in Guaranteed Maxium Price (GMP).	TBD
25	Allowance for Utility Fees	TBD	0	100%	Bid allowance to be carried in Guaranteed Maxium Price (GMP).	TBD
26	Allowance for Additional Design Services (out-of-scope)	TBD	0	70%	Bid allowance to be carried in Guaranteed Maxium Price (GMP).	TBD
		TBD	**270**			**TBD**

Describe the Respondent's Safety Plan

SAFETY IS OUR #1 PRIORITY!

Wharton-Smith's first priority is to make sure all project team members get home safely to their families every night. This is not possible without making safety a company-wide effort—**safety is everyone's job**! Our comprehensive safety program for each project includes a site-specific safety plan, personal protective equipment (PPE), weekly inspections, daily meetings with all jobsite employees, and identification of the nearest emergency response personnel (DeSoto County Fire and Rescue Station 2). All field management staff are certified as competent persons in the following areas: trenching, scaffolding, confined space entry, fall protection, and CPR/First Aid.

Wharton-Smith employs 15 full-time safety personnel that visit jobsites and perform regular safety inspections as their full-time duties. Our highly-trained safety staff holds multiple certifications including those issued by OSHA. Your project site will be visited and inspected at least twice monthly by dedicated and local **Safety Manager Guillermo Bobea**. Guillermo will monitor compliance with all OSHA, the Authority, and Wharton-Smith standards.

TRAINING— All field personnel assigned to the Peace River Facility project are OSHA-certified as competent persons in several areas of jobsite safety. We also offer necessary training to subcontractors, when required.

SITE-SPECIFIC SAFETY PLAN— During preconstruction, our team will submit a site-specific safety plan to the Authority for approval. In this plan, we outline our plan for all areas of safety related to the project and the site.

INSPECTIONS— Our **Superintendent Doug Brown** will perform daily documented safety inspections of the jobsite. Additionally, this project will be inspected by **Safety Manager Guillermo Bobea** on a regular basis.

MEETINGS— Our superintendent and foremen hold safety task assignment (STA) meetings with our employees and craft workers, subcontractors, and all laborers every morning to review potential dangers. Our field management team also holds weekly "toolbox" safety meetings for all on-site personnel.

BEGINNING-OF-SHIFT TOOL BOX MEETING

SITE VISITS FROM GUESTS— As visitors enter the site, they are required to sign in to our visitors log located in the jobsite trailer so we can account for everyone on the project site. For their safety, we require all guests to wear safe clothing and personal protective equipment (safety vest, hard hat, glasses, close-toed shoes, etc.). Guests that are unfamiliar with the site will be escorted around by Wharton-Smith personnel to keep them safe!

INDUSTRY-LEADING SAFETY STATS

EXPERIENCE MODIFICATION RATE (EMR):

WHARTON-SMITH		ARCHER WESTERN	
2023:	0.57	**2023:**	0.60
2022:	0.72	**2022:**	0.58
2021:	0.96	**2021:**	0.63

OSHA TOTAL RECORDABLE INCIDENT RATE (TRIR):

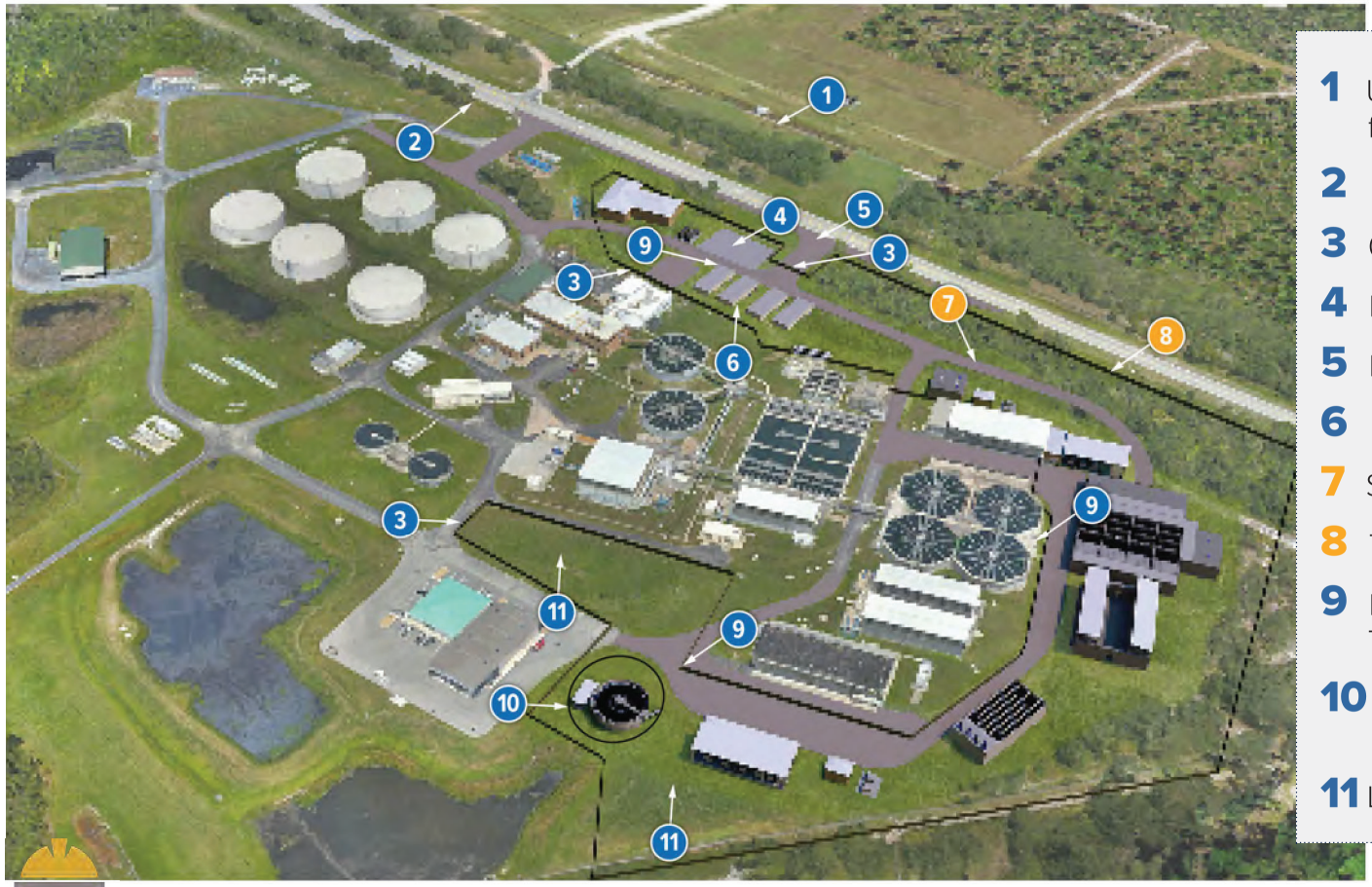
WHARTON-SMITH		ARCHER WESTERN	
2023:	2.20	**2023:**	0.49
2022:	2.08	**2022:**	0.32
2021:	1.07	**2021:**	0.63

OSHA LOST-TIME INCIDENT RATE (LTIR):

WHARTON-SMITH		ARCHER WESTERN	
2023:	0.00	**2023:**	0.09
2022:	0.55	**2022:**	0.00
2021:	0.47	**2021:**	0.16

SITE-SPECIFIC SAFETY AND SECURITY PLAN

Wharton-Smith will develop the site specific safety plan with the project team before we mobilize. We will encourage the Authority to attend. Each potential safety hazard will be analyzed and plan put in place for mitigation. We take this very serious to make sure not only our people come home safe but the Authority's plant staff remain safe too.



1 Utilize property on west side of Kings Highway for additional laydown & parking - if possible

2 Overhead power lines

3 Controlled-access gates

4 Receiving/truck turnaround

5 New construction only - site access point

6 Engineer and contractor offices

7 Site access road

8 Temporary fencing

9 Multi-point pan, tilt, zoom security system by Truelook

10 Controlled access workzone during pre-stressing

11 Laydown/Staging

7

SITE ACCESS ROAD: We are guests on your Plant. Our team will ensure access to the jobsite is separated from any on-going operations and schedule delivery of materials around important activities onsite. This ensures the safety of your staff and no disruption.

8

FENCING ALONG PROPERTY LINE: Our separation fencing will be set up before we set foot on your plant. This ensures that your plant staff do not inadvertently walk into an active construction zone. We also install directional signage throughout the site to guide our workers along with your staff.

AN OPTIMIZED DESIGN APPROACH BALANCING COST, SCHEDULE AND INNOVATION

Our Team will evaluate the different areas of the project and identify methods and design approaches that help improve schedule, cost certainty, and operations.

1 ELECTRICAL/POWER SUPPLY

Cost/Schedule/Concern - Electrical master plan coordination and Long lead times on electrical gear - includes, new medium voltage SG type/size, whether to retain existing SG, and centralized versus decentralized standby generators.

Mitigation Approach - Our Team's involvement in the electrical master plan process with the Owner's agent allows for quicker decisions. In addition, we will look for opportunities of early procurement packages for long-lead equipment.

Impact - Schedule certainty and optimized electrical distribution.

2 RAPID MIX/FLOCCULATION/ SEDIMENTATION

Cost/Schedule/Operational Concern - Increased cost for plate settler system due to proprietary flow distribution units.

Mitigation Approach - Incorporation of a perforated wall design between flocculation and sedimentation basins to promote uniform distribution.

Impact - Reduced capital cost and maintenance efforts.

3 FILTRATION

Cost/Schedule/Operational Concern - Increased capital cost and construction schedule due to number of filter cells and associated piping, valves and concrete.

Mitigation Approach - Reduce the number of filter cells while maintaining overall filter footprint and loading rate.

Impact - Reduced number of equipment and concrete reduces capital cost and construction time and reduced complexity of controls system shortens start-up efforts.

4 FILTRATION BACKWASH

Cost/Schedule/Operational Concern - Start-up complexity due to using HSPS suction piping for Filter backwash pump supply.

Mitigation Approach - Perform cost-benefit analysis of backwash supply from HSPS versus dedicated wetwell with backwash supply pumps for new filters.

Impact - Potentially reduces installation/operational risk of using existing HSPS suction piping and installing backwash pipe across site. Improved backwash flexibility will provide improved backwash performance.

5 SOLIDS MANAGEMENT

Cost/Schedule/Operational Concern - Thickening and dewatering performance/efficiency limitations with current proposed location of gravity thickener.

Mitigation Approach - Locate new gravity thickener to allow for interconnection of solids thickening influent. Early on SUE during Phase I to set new gravity thickener and infrastructure tie-in locations and identify yard piping modifications.

Impact - Thickening and dewatering systems with improved performance, operational flexibility, redundancy.

6 DISINFECTION

Cost/Schedule/Operational Concern - Additional evaluation efforts to verify alternative disinfection approach. Extended schedule and impact on existing treatment plants.

Mitigation Approach - Design around the disinfection approach used at existing Treatment Plants at PRF.

Impact - Schedule certainty. Cost reduction due to reduction of chlorine contact chamber.

7 ADDITIONAL DESIGN CONSIDERATIONS

Other Key areas to be evaluated further in the design process to address cost, schedule, and operations impacts:

- Site Layout optimization
- Right sizing new Chemical Systems storage and feed to work with existing systems.
- PAC storage and feed
- Filter gallery materials of construction/corrosion protection
- Solids pumping Approach
- Future Regulations/PFAS Treatment
- Early collaboration for Tie-ins/Startup/Commissioning to collaborate with stakeholders and prevent service interruptions.

Describe how the Respondent will provide cost certainty through the project design progression from the GMP through construction.

KNOWING WHAT YOUR PROJECT COSTS LONG BEFORE DESIGN IS COMPLETE

Our team will continually update the cost model for the Peace River Facility throughout preconstruction. Having accurate cost modeling allows the Authority to make informed decisions about scope and budget, as well as avoids delays and expensive re-design costs.

Wharton-Smith continues to bid design-bid-build projects in the Southwest Florida market, which gives us a unique ability to provide the Authority with real-time cost data from the earliest design milestones. Our **Lead Estimator, Sean White**, has 30+ years of experience including dozens of similar water and wastewater treatment facilities. He will lead all estimating activities and provide our **Preconstruction Manager Nathan Hillard** with the cost estimates that will help to compile the GMP(s) for this project. To assist the Authority, each cost estimate will include an estimated payment disbursement schedule.

EMPLOYEE SPOTLIGHT

SEAN WHITE, PE
LEAD ESTIMATOR

Lead Estimator, Sean White, has 30+ years of Florida water and wastewater treatment experience including project management, executive leadership, and estimating for both hard bid and collaborative delivery projects. He has specialized in best practices for dewatering, civil, vertical concrete, piping systems, and process equipment installation.

45% DESIGN (BODR) COST ESTIMATE

This project's cost model started with Archer Western (our exclusive partner) which puts our team well ahead of other proposers. Our in-house, experienced staff will update pricing at the 45% (BODR) design phase for all the mechanical, concrete and site work. We will rely on our local industry partners, like Cogburn and Revere, to help with portions of the cost estimates. Hazen will keep us informed on items not yet shown so that we can add appropriate cost projections.

60% DESIGN COST ESTIMATE (GMP)

Our estimators, **led by Lead Estimator, Sean White,** will perform detailed takeoffs (based on detailed drawings) on all construction trades. Adequate contingency and allowances are carried for design items still unknown or needing clarification. A full cost GMP workbook will be provided showing all material, labor, equipment, and supplier and subcontractor quotes. General conditions are based on the project schedule and provided in an open book manner for full transparency.

GMP RECONCILIATION (AT FINAL DESIGN)

Once 100% construction documents are issued, after GMP but before mobilization, the drawings are reviewed by Wharton-Smith and all subcontractors for any unanticipated additions or deletions. The pricing is tracked with any cost savings being returned to contingency. Overall, project contingency and allowances are typically lowered as the design information increases and the risk with unknowns are mitigate.

ST. JOHNS COUNTY
PLAYER'S CLUB WRF (2020)

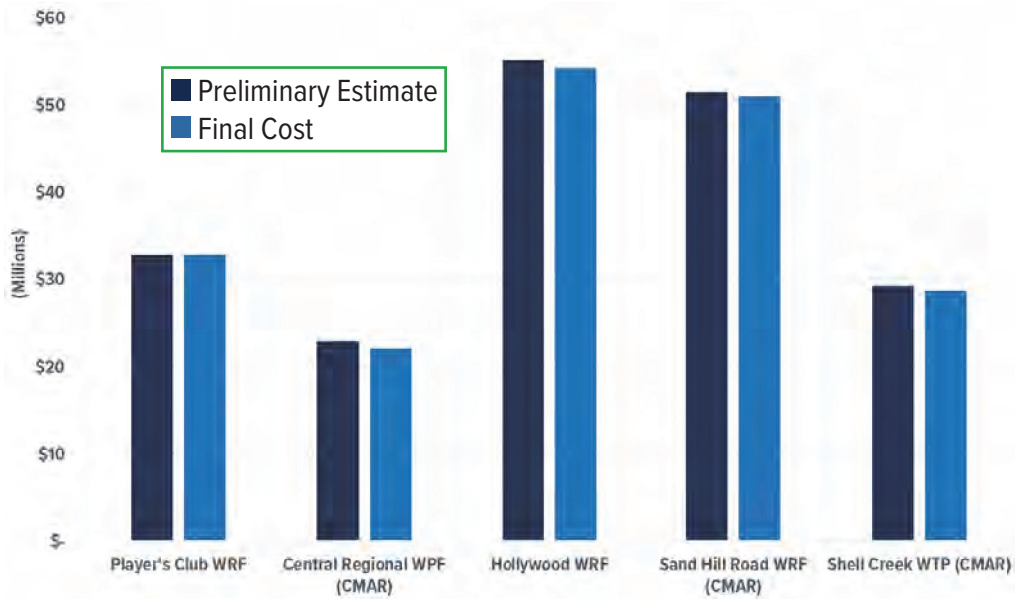
POLK COUNTY
CENTRAL REGIONAL WPF (2019)

SEMINOLE TRIBE OF FL
HOLLYWOOD WRF (2020)

TOHO WATER AUTHORITY
SAND HILL ROAD WRF (2023)

CITY OF PUNTA GORDA
SHELL CREEK WTP (2020)

COST CERTAINTY OF RECENT FLORIDA W/WW PROJECTS



APPROACH ATTACHMENTS

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1) This sworn statement is submitted to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY by Todd O'Donnell - Vice President, Water
(Print individual's name and title)

for Wharton-Smith, Inc.
(Print name of entity submitting sworn statement)

whose business address is 5961 Northland Road, Units 2 & 3, Fort Myers, FL 33905

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2392802
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2) I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, statement of qualifications, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a) A predecessor or successor of a person convicted of a public entity crime; OR

b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives,

APPROACH ATTACHMENTS

partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the Final Order.)**

I UNDERSTAND THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Todd O'Donnell 4/12/2024

(Signature) (Date)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of April, 20 24 by Todd O'Donnell as Vice President, Water of Wharton-Smith, Inc., a incorporated company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced N/A as identification.

REBECCA TITUS
Notary Public - State of Florida
Commission # HH 411576
My Comm. Expires Jun 15, 2027
Bonded through National Notary Assn.

Rebecca Titus
Notary Public

Rebecca Titus
Name typed, printed or stamped

My Commission Expires: 6/15/2027

APPROACH ATTACHMENTS

Contract Holder E-Verify Registration and Affidavit

As provided in Section 33 of the Agreement, pursuant to Section 448.095, Florida Statutes, beginning January 1, 2021, Consultant shall register with and use the U.S. Department of Homeland Security's E-Verify system, (https://e-verify.uscis.gov/emp) to verify the work authorization status of all Consultant employees hired on and after January 1, 2021. Additionally, Consultant shall require all subconsultants performing work under this Agreement to use the E-Verify system for any employees hired on and after January 1, 2021. Consultant must provide evidence to the Authority of compliance with Section 448.095, Florida Statutes, prior to entering the Agreement

Affidavit

I hereby certify that Wharton-Smith, Inc. (Contract holder) does not employ, contract with, or subcontract with any unauthorized aliens, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or ager January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Wharton-Smith, Inc. (Contract holder) proof of registration in the E-Verify system is attached to this Affidavit.

Signature 4/12/2024 Date

Todd O'Donnell, Vice President, Water
Print Name

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of April, 2024 by Todd O'Donnell, Vice President, Water (name of officer or agent, title of officer or agent) of Wharton-Smith, Inc. (name of Consultant company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced N/A (type of identification) as identification.

REBECCA TITUS
Notary Public - State of Florida
Commission # HH 411576
My Comm. Expires Jun 15, 2027
Bonded through National Notary Assn.

Rebecca Titus
Notary Public

Rebecca Titus
Name typed, printed or stamped

My Commission Expires: 6/15/2027

TAB 4:
FINANCIAL CAPABILITY AND LEGAL MATTERS

5961 NORTHLAND ROAD, UNITS 2 & 3
FORT MYERS, FL 33905
239-314-3015
WWW.WHARTONSMITH.COM

Wharton-Smith, Inc.
CONSTRUCTION GROUP

Hazen

HDR

ARDURRA

2ND Stage Technical Presentations

(Submittal Date: May 20, 2024 @ 10:00 AM- 1:30 PM)
Haskell & Aecom
PCL & Carollo
Wharton-Smith & Hazen

PROGRESSIVE DESIGN-BUILD SERVICES

PEACE RIVER FACILITY EXPANSION PROJECT

Final Design, Permitting, and Construction

HASKELL AECOM

We Create Cost-Effective, State of the Art Facilities

- **100% Collaborative Delivery Since 1965**
  At every stage — A partnership with the Authority and O&M staff
- **100% Commitment**
  Ready to start today at risk
- **Hand-Picked Design-Build Team**
  All design-build experts
  In-person, whenever you need
- **Self-Performance**
  Up to 70% of the work
- **Safety Matters**
  Reduces insurance costs and
  152 fewer jobsite injuries than our peers

HASKELL AECOM

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Our team is 100% committed to the Authority's project. We are not going after Vero Beach or Winter Haven. We will not swap out team members.

We will ensure success without distraction and will accept the contract today unamended.

The Haskell Company | Primary Contractor
Bryan Bedell, DBIA – Project Executive

Meet the Team

Joe Kantor, PE, DBIA, LEED AP
Design-Build Project Manager

Chris Hill, PE, BCEE, ENV SP
Design Manager

Will Lovins, PhD, PE
Process Lead Designer

Joe Daigneault, DBIA
Preconstruction Manager

Bill Clunie, PE, BCEE
Commissioning and Startup Manager

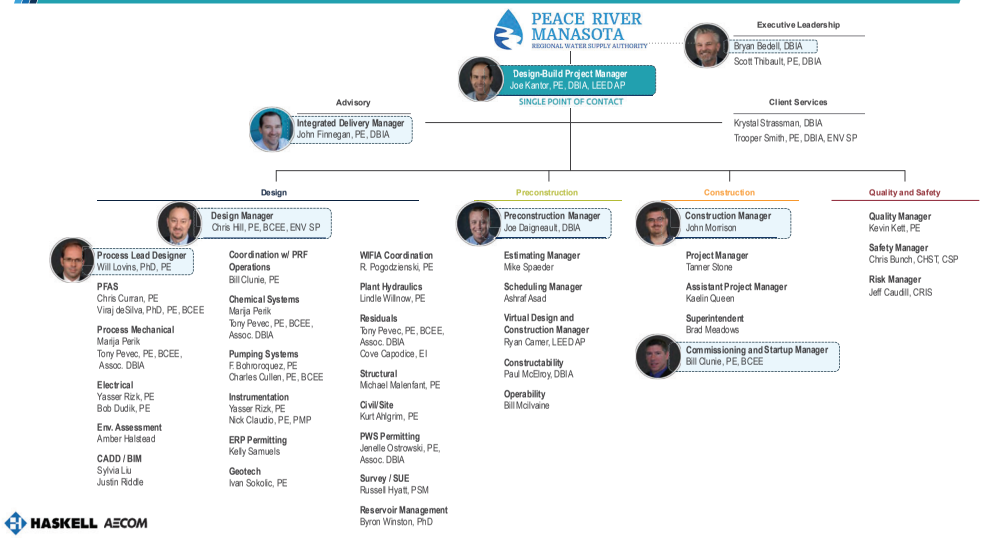
John Morrison
Construction Manager

Trooper Smith, PE, DBIA, ENV SP
Client Services

Peter Kinsley, DBIA
Executive Leadership

HASKELL AECOM

The Haskell Team



The Haskell Team – Ready to Start **5/21/2024**

AECOM

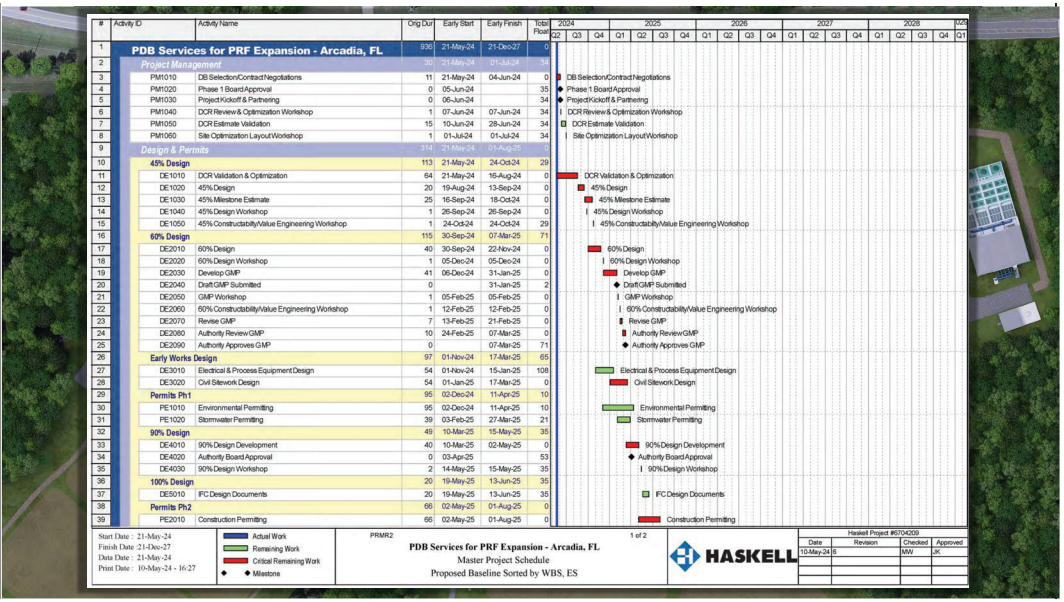
- Overall Process Design
- Bench-Testing
- Plant Hydraulics
- Civil/Site
- Structural
- Electrical / Instrumentation
- Pretreatment
- Filters
- Disinfection Strategy
- Chlorine Contact Basin

FREESE AND NICHOLS

- Chemical Systems
- Raw Water Piping
- Yard Piping
- Transfer Pump Station
- Solids Handling

Ready to Start On-site 6/9/2024

EarthBalance
Hyatt SURVEY
Ardaman & Associates, Inc.



#	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish	Total Float
1		**PDB Services for PRF Expansion - Arcadia, FL**	936	21-May-24	21-Dec-27	0
2		*Project Management*	30	21-May-24	01-Jul-24	34
3	PM1010	DB Selection/Contract Negotiations	11	21-May-24	04-Jun-24	0
4	PM1020	Phase 1 Board Approval	0	05-Jun-24		35
5	PM1030	Project Kickoff & Partnering	0	06-Jun-24		34
6	PM1040	DCR Review & Optimization Workshop	1	07-Jun-24	07-Jun-24	34
7	PM1050	DCR Estimate Validation	15	10-Jun-24	28-Jun-24	34
8	PM1060	Site Optimization Layout Workshop	1	01-Jul-24	01-Jul-24	34
9		*Design & Permits*	314	21-May-24	01-Aug-25	0
10		**45% Design**	113	21-May-24	24-Oct-24	29
11	DE1010	DCR Validation & Optimization	64	21-May-24	16-Aug-24	0
12	DE1020	45% Design	20	19-Aug-24	13-Sep-24	0
13	DE1030	45% Milestone Estimate	25	16-Sep-24	18-Oct-24	0
14	DE1040	45% Design Workshop	1	26-Sep-24	26-Sep-24	0
15	DE1050	45% Constructability/Value Engineering Workshop	1	24-Oct-24	24-Oct-24	29
16		**60% Design**	115	30-Sep-24	07-Mar-25	71
17	DE2010	60% Design	40	30-Sep-24	22-Nov-24	0
18	DE2020	60% Design Workshop	1	05-Dec-24	05-Dec-24	0
19	DE2030	Develop GMP	41	06-Dec-24	31-Jan-25	0
20	DE2040	Draft GMP Submitted	0		31-Jan-25	2
21	DE2050	GMP Workshop	1	05-Feb-25	05-Feb-25	0
22	DE2060	60% Constructability/Value Engineering Workshop	1	12-Feb-25	12-Feb-25	0
23	DE2070	Revise GMP	7	13-Feb-25	21-Feb-25	0
24	DE2080	Authority Review GMP	10	24-Feb-25	07-Mar-25	0
25	DE2090	Authority Approves GMP	0		07-Mar-25	71
26		**Early Works Design**	97	01-Nov-24	17-Mar-25	65
27	DE3010	Electrical & Process Equipment Design	54	01-Nov-24	15-Jan-25	108
28	DE3020	Civil Sitework Design	54	01-Jan-25	17-Mar-25	0
29		**Permits Ph1**	96	02-Dec-24	11-Apr-25	10
30	PE1010	Environmental Permitting	95	02-Dec-24	11-Apr-25	10
31	PE1020	Stormwater Permitting	39	03-Feb-25	27-Mar-25	21
32		**90% Design**	49	10-Mar-25	15-May-25	35
33	DE4010	90% Design Development	40	10-Mar-25	02-May-25	0
34	DE4020	Authority Board Approval	0	03-Apr-25		53
35	DE4030	90% Design Workshop	2	14-May-25	15-May-25	35
36		**100% Design**	20	19-May-25	13-Jun-25	35
37	DE5010	IFC Design Documents	20	19-May-25	13-Jun-25	35
38		**Permits Ph2**	66	02-May-25	01-Aug-25	0
39	PE2010	Construction Permitting	66	02-May-25	01-Aug-25	0

2024 | 2025 | 2026 | 2027 | 2028

Start Date : 21-May-24
Finish Date : 21-Dec-27
Data Date : 21-May-24
Print Date : 10-May-24 - 16:27

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR2

PDB Services for PRF Expansion - Arcadia, FL
Master Project Schedule
Proposed Baseline Sorted by WBS, ES

1 of 2

HASKELL

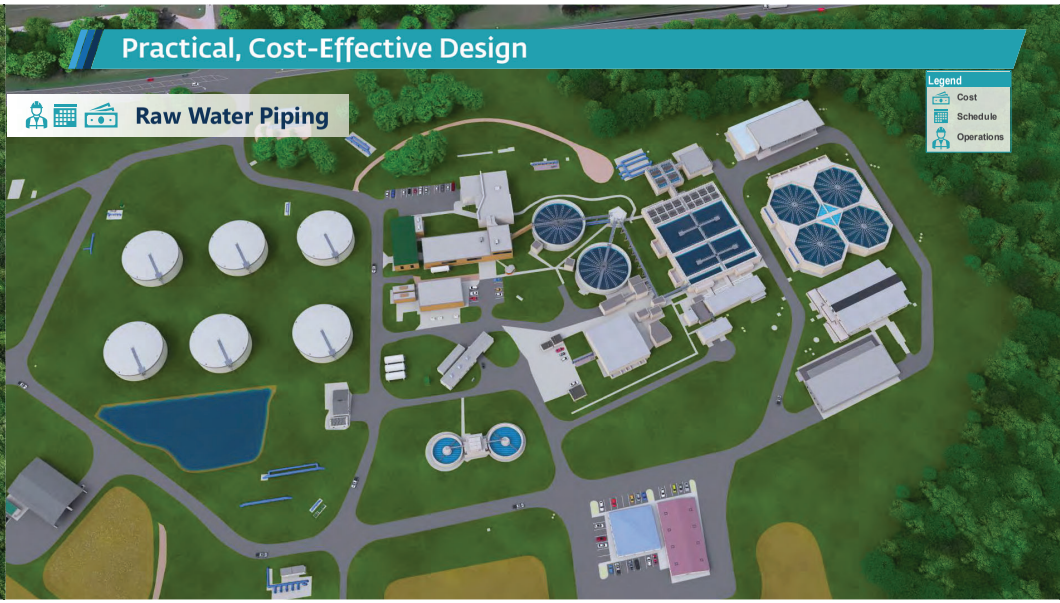
Haskell Project #0704209

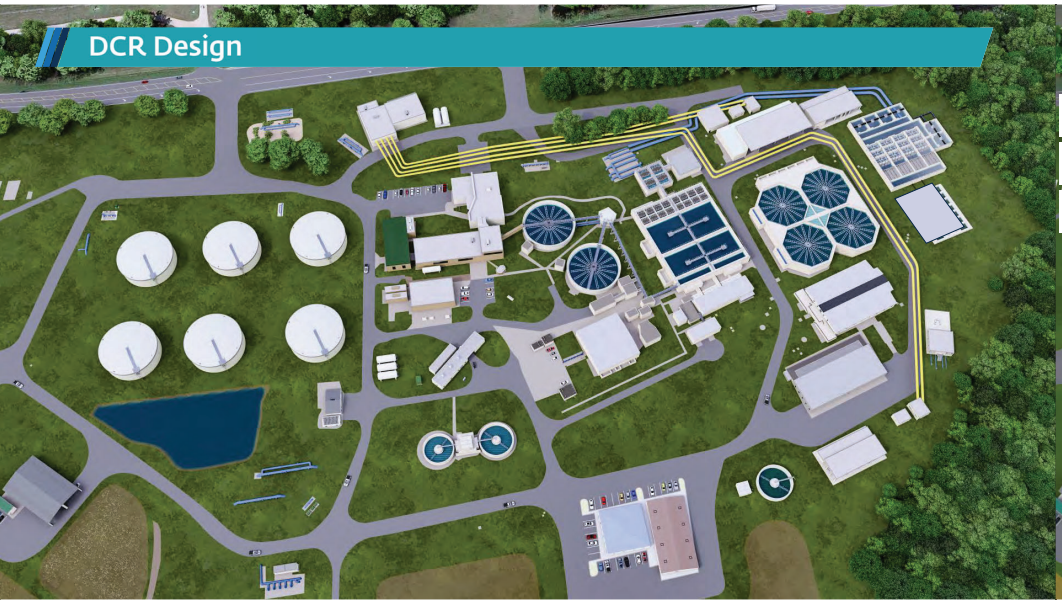
Date	Revision	Checked	Approved
10-May-24	E	MW	JK

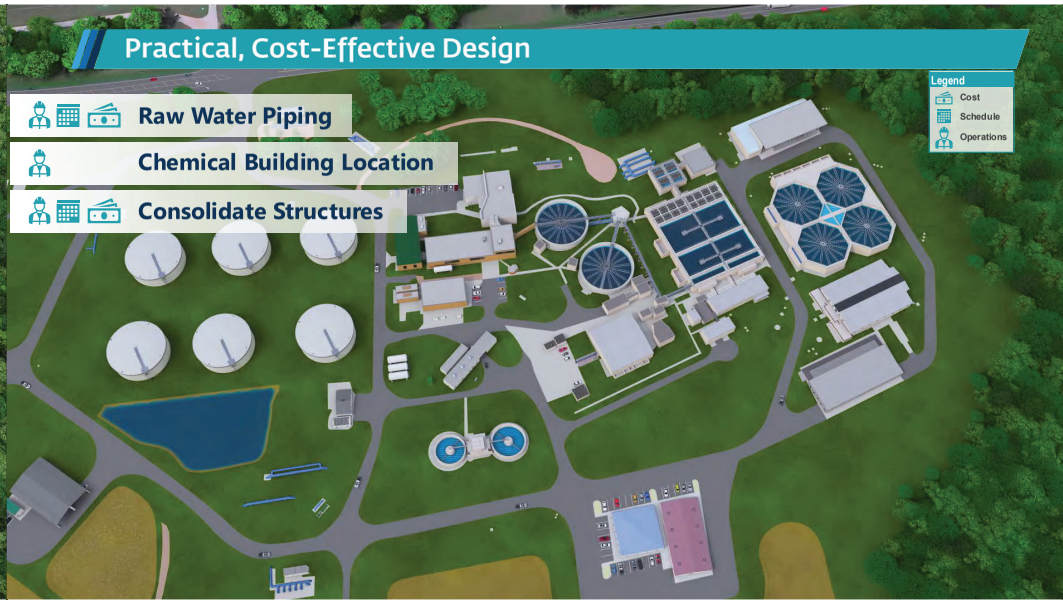
Collaborative Decision-Making

- **Quick Start**
- Kickoff & DCR Review Workshop
- Electrical Distribution Workshop
- DCR Optimization and Early Work Package Workshop
- Bench Testing
- Milestone Estimate Workshop
- **45% Design**
- Value Engineering Workshop
- Safety and MOPO Workshop
- Process Evaluation and Optimization Workshop
- **Early GMP**
- 60% Design Workshop
- **60% Design**
- GMP Workshop
- **GMP March 2025**
- **Construction**

DCR Design

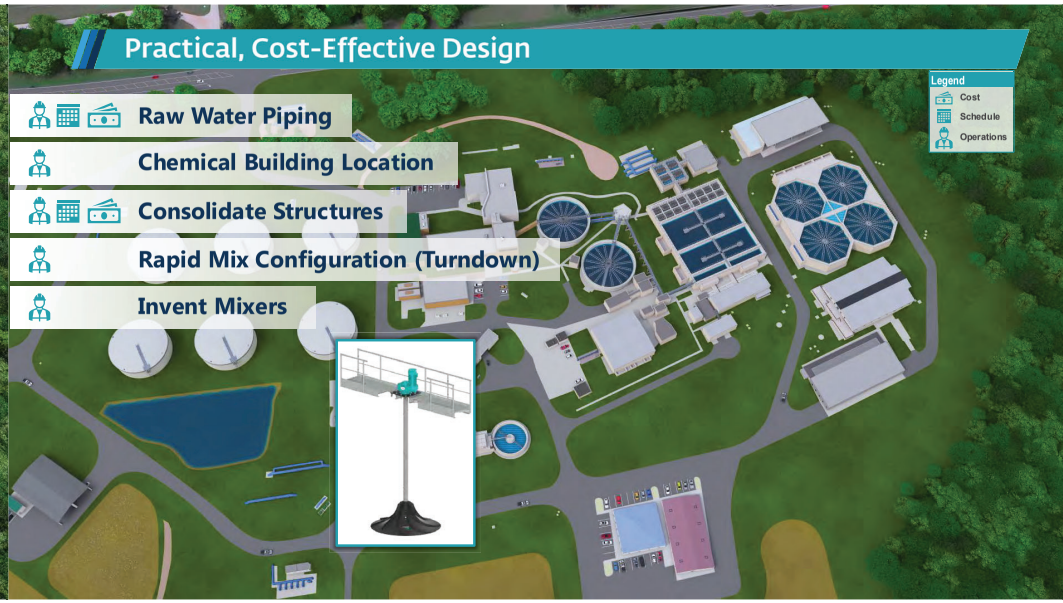

Practical, Cost-Effective Design
Raw Water Piping
Legend
Cost
Schedule
Operations

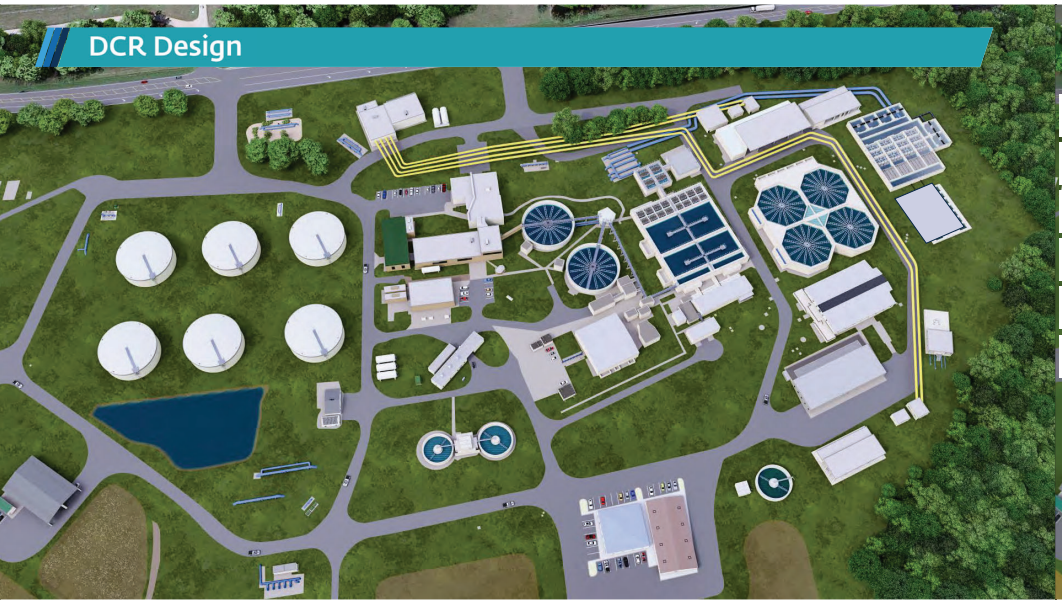

DCR Design

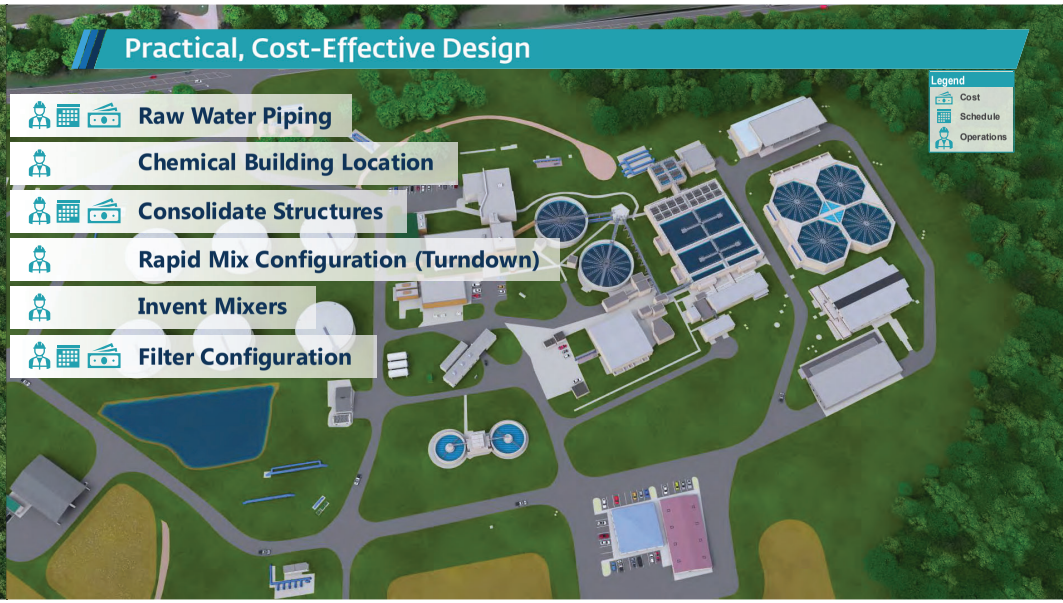

Practical, Cost-Effective Design
Raw Water Piping
Chemical Building Location
Consolidate Structures
Legend
Cost
Schedule
Operations

DCR Design

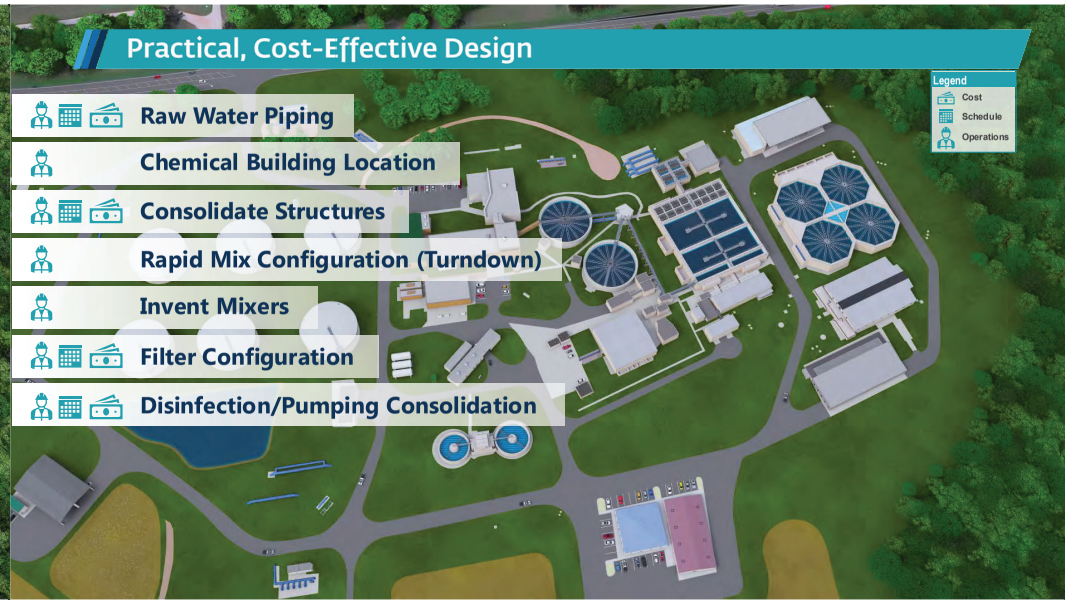
Practical, Cost-Effective Design



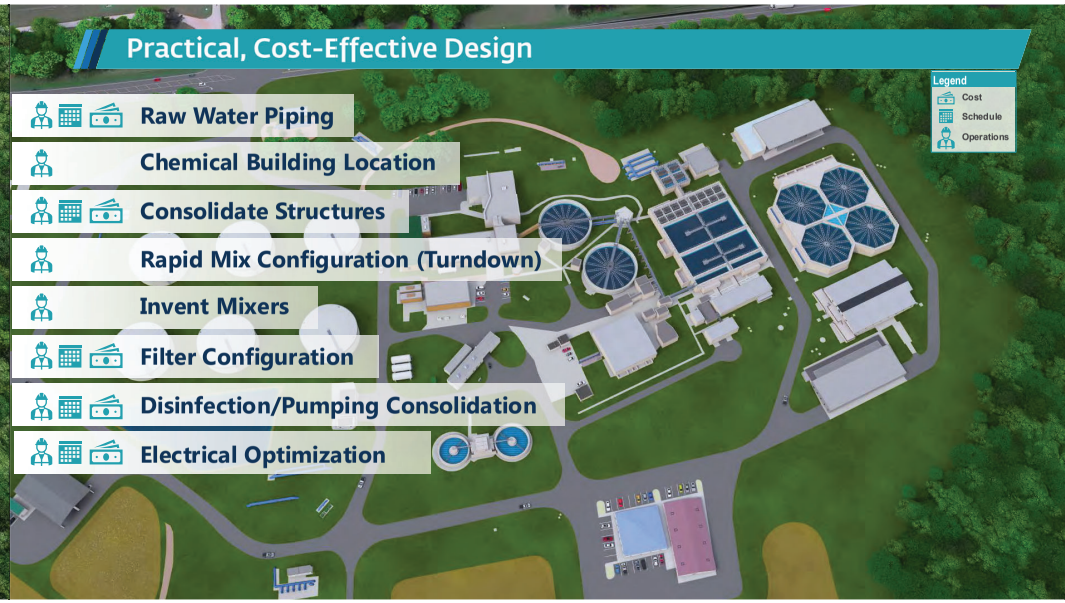

DCR Design


Practical, Cost-Effective Design
Raw Water Piping
Chemical Building Location
Consolidate Structures
Rapid Mix Configuration (Turndown)
Invent Mixers
Filter Configuration
Legend
Cost
Schedule
Operations

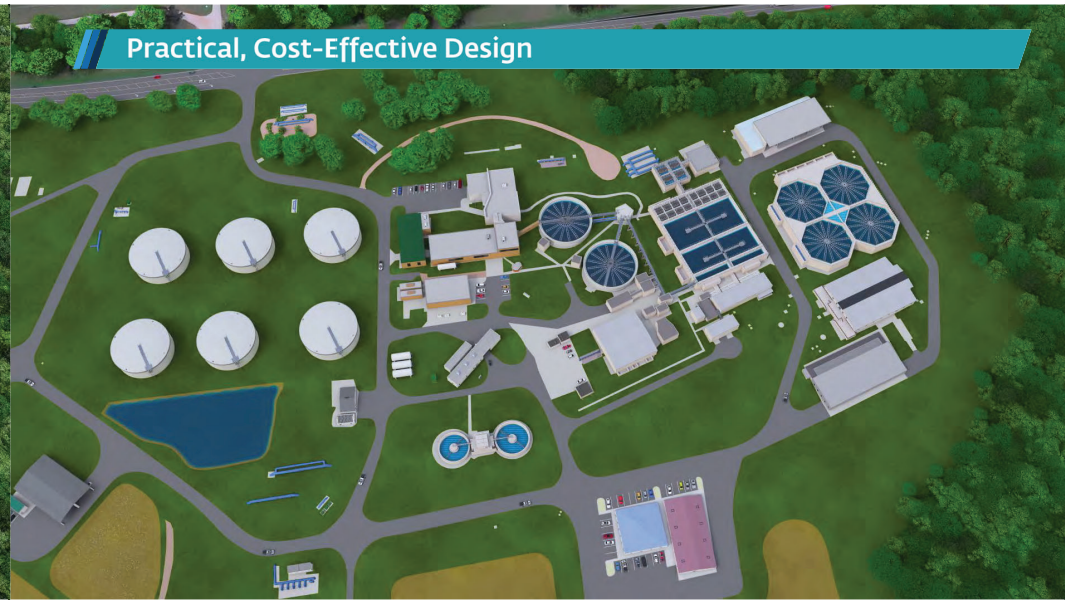
DCR Design


Practical, Cost-Effective Design
Legend
Cost
Schedule
Operations
Raw Water Piping
Chemical Building Location
Consolidate Structures
Rapid Mix Configuration (Turndown)
Invent Mixers
Filter Configuration
Disinfection/Pumping Consolidation

DCR Design


Practical, Cost-Effective Design
Legend
Cost
Schedule
Operations
Raw Water Piping
Chemical Building Location
Consolidate Structures
Rapid Mix Configuration (Turndown)
Invent Mixers
Filter Configuration
Disinfection/Pumping Consolidation
Electrical Optimization

DCR Design


Practical, Cost-Effective Design

Focus on Operations

DCR Review and Optimization Workshops

Process Optimization (Disinfection, PAC, Pretreatment)

O&M, Reliability, and Redundancy

Safety, MOPO, Startup and Commissioning

HASKELL AECOM

Graham Hill Water Treatment Plant Improvements

Prevention Through Design

Prevention Through Design Workshop

Interactive Design Review

Can you reach it?

Can you rig it?

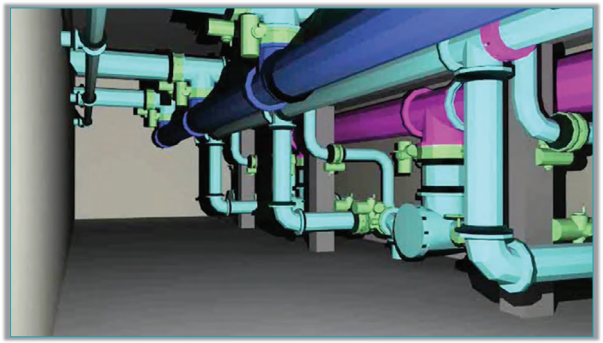
Can you maintain it?

Impacts to Current Operations

Chemical Storage and Deliveries

HASKELL AECOM

Virtual Design Eliminates Hazards and Improves Operability



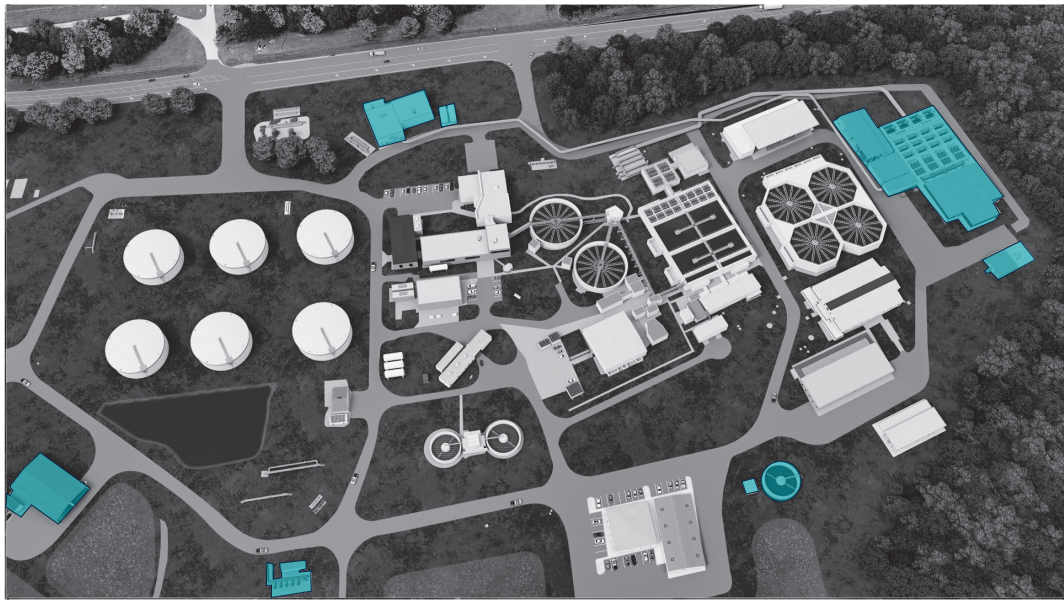
Procurement Strategy — Best Value, Collaborative Selection

Control over the project's schedule, costs, and quality

Early procurement

Leverage Owner Direct Purchase (ODP)

Haskell can self-perform up to 70% of the work



Procurement Strategy — Best Value, Collaborative Selection

Control over the project's schedule, costs, and quality

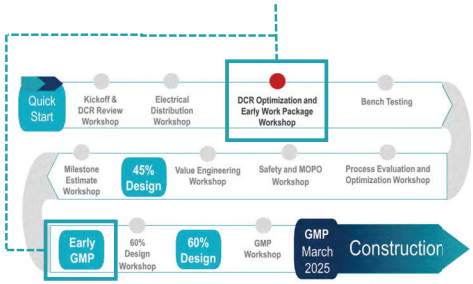
Early procurement

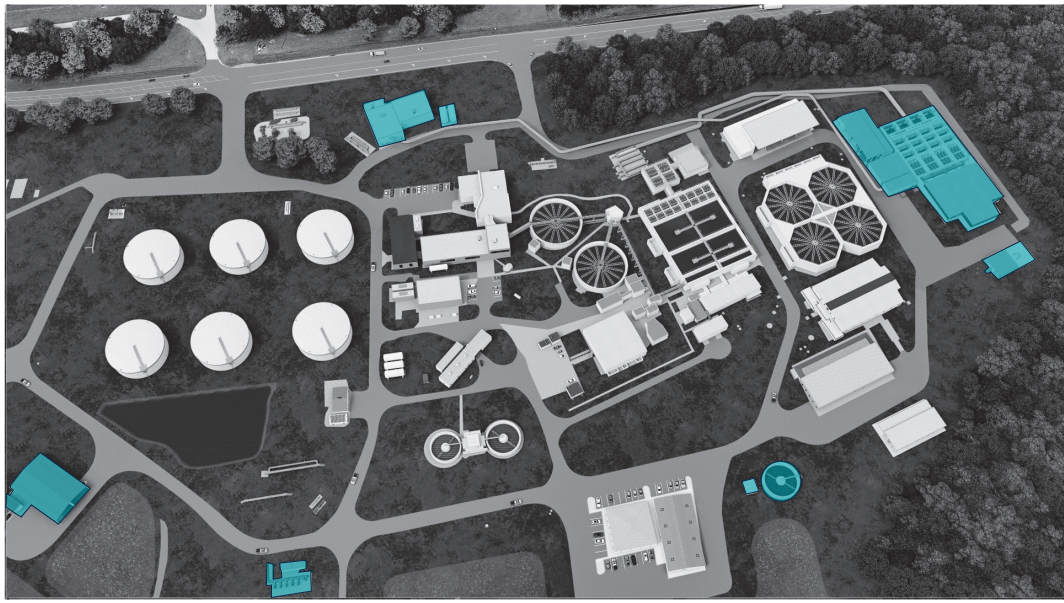
Leverage Owner Direct Purchase (ODP)

Haskell can self-perform up to 70% of the work

Proposed Early Works Packages

- Electrical Gear
- Process Equipment
- Earthwork/Foundations Improvements





HASKELL AECOM

Procurement Strategy — Best Value, Collaborative Selection

Control over the project's schedule, costs, and quality

Early procurement

Leverage Owner Direct Purchase (ODP)

Haskell can self-perform up to 70% of the work

Proposed Early Works Packages

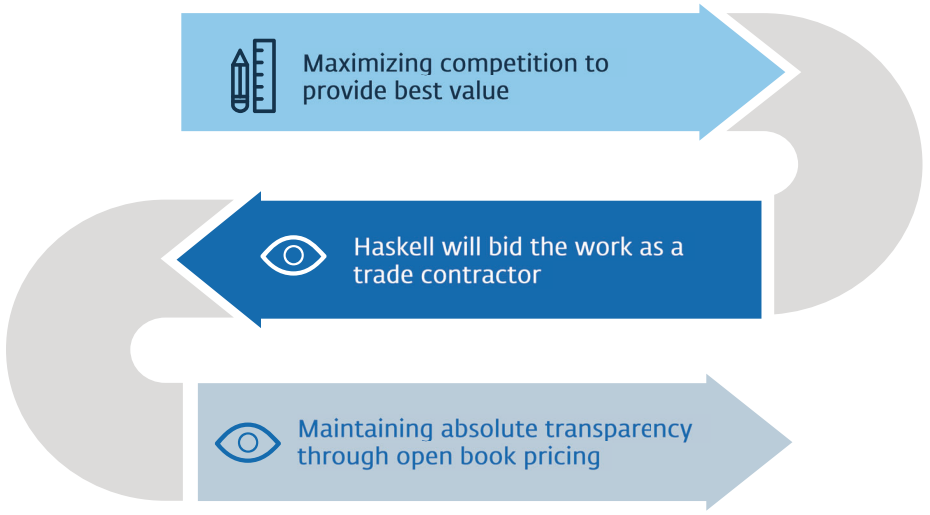
- Electrical Gear
- Process Equipment
- Earthwork/Foundations Improvements

Self-Perform Capabilities

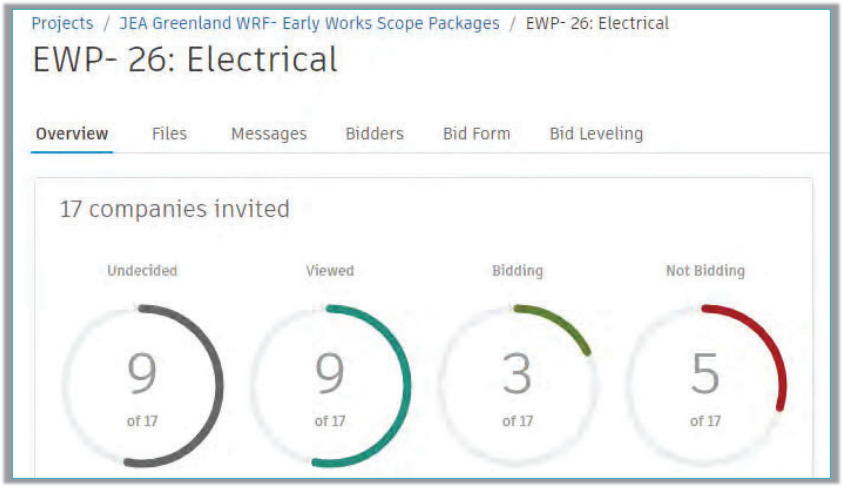
- Yard piping
- Concrete
- Process equipment installation
- Mechanical and process piping
- Structural steel
- Miscellaneous metals
- Startup and commissioning

HASKELL AECOM

Up To 70% Self-Performance



Qualified Competition



HASKELL AECOM

Qualified Competition

Largest Design-Builder Headquartered in Florida

3,900+ Collaborative Delivery Projects

13,000 Prequalified Subcontractors and Vendors

Aligning the Design with WIFIA Requirements

- **Equipment must comply with AIS requirements**
- **Construction labor must comply with the Davis-Bacon Act**
- **Bid document conformance**
- **Product availability and competition**
- **Programmatic Environmental Assessment Questionnaire**

WIFIA Funding

$3.9+ Billion

Hampton Roads Sanitation District SWIFT Program

Key to Successful Startup and Commissioning

- Detailed start-up plan
- Understand staffing structure
- Specify vendor training requirements
- Early & continued interface with regulators
- Work with construction team for temporary systems
- Develop equipment & system testing plan
- Coordinate pipelines start-up
- Plan for disposal of test water
- Integrate training sessions into O&M manual
- Detailed plan for introducing water to system

Rockville WTP PDB

Startup and Commissioning Assures Smooth Transition

Design

- Design & Construction Workshops
  - Operability Reviews
  - Safety Reviews
  - MOPO Constraints
- FDEP Correspondence
- Testing and Clearance
- Test Water Disposal Plan
- Contractual Vendor Training Requirements

Construction

- Submit Start-up Plans
  - Early during construction process
- Coordinate MOPO Shutdowns
- Safety Reviews
- Equipment Testing in Late Phases of Construction

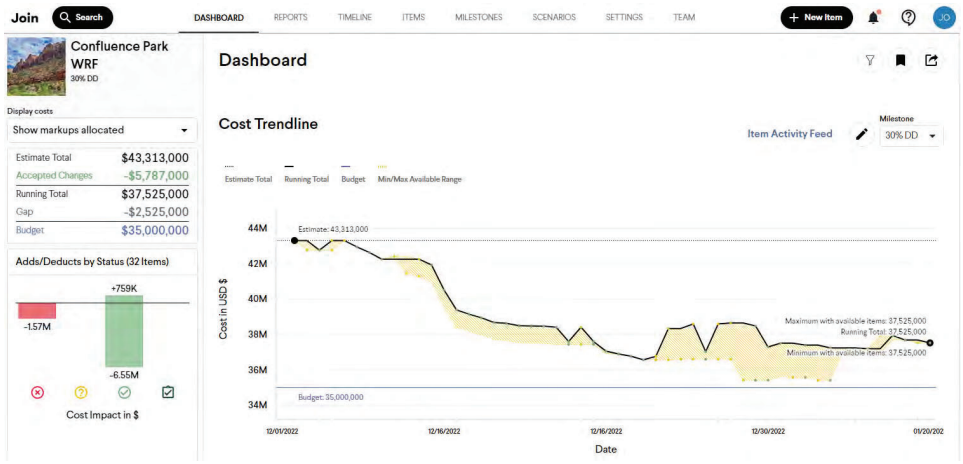
Start-up, Training, Acceptance Test

- System Testing
- On-site Training
- Official Acceptance Tests
- O&M Manuals

HASKELL AECOM

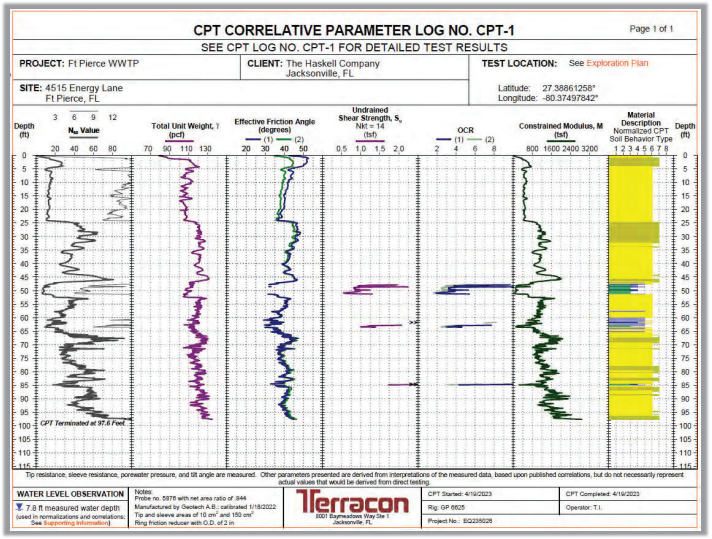
Addressing Startup and Construction Water Challenges

Confluence Park WRF | Hurricane, UT



HASKELL AECOM

Earthwork CPT for Better Informed Foundation Design



CPT CORRELATIVE PARAMETER LOG NO. CPT-1

Page 1 of 1

SEE CPT LOG NO. CPT-1 FOR DETAILED TEST RESULTS

PROJECT: Ft Pierce WWTP

CLIENT: The Haskell Company
Jacksonville, FL

TEST LOCATION: See Exploration Plan

SITE: 4515 Energy Lane
Ft Pierce, FL

Latitude: 27.38861258°
Longitude: -80.37497842°

Depth (ft)

N_{60} Value

Total Unit Weight, γ (pcf)

Effective Friction Angle (degrees) — (1) (2)

Undrained Shear Strength, S_u Nkt = 14 (tsf)

OCR — (1) (2)

Constrained Modulus, M (tsf)

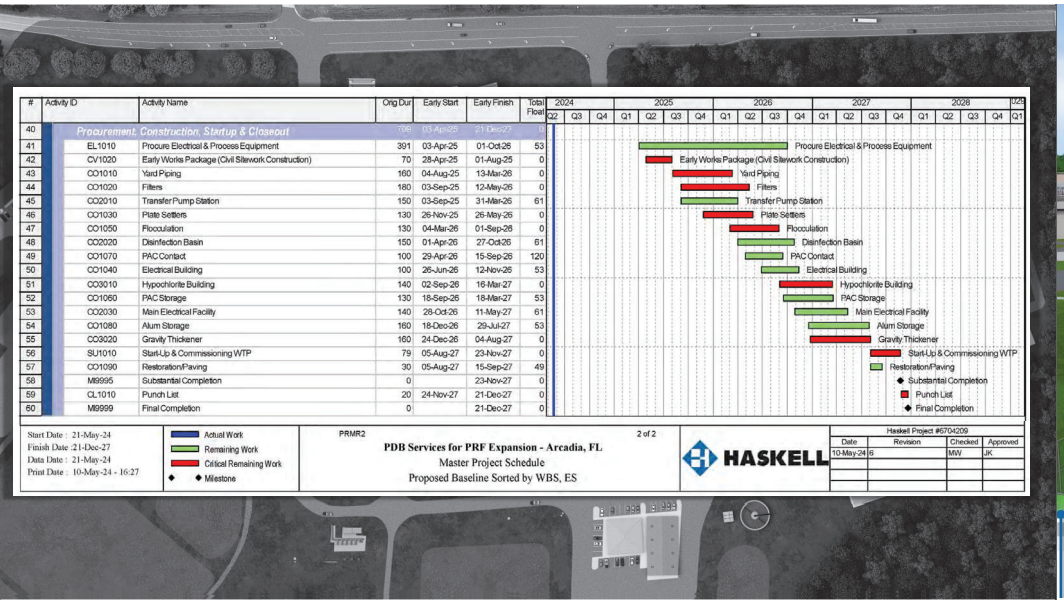
Material Description Normalized CPT Soil Behavior Type

CPT Terminated at 97.6 Feet

Tip resistance, sleeve resistance, porewater pressure, and tilt angle are measured. Other parameters presented are derived from interpretations of the measured data, based upon published correlations, but do not necessarily represent actual values that would be derived from direct testing.

WATER LEVEL OBSERVATION	Notes:	Terracon 2001 Baymeadows Way Ste 3 Jacksonville, FL	CPT Started: 4/19/2023	CPT Completed: 4/19/2023
▼ 7.8 ft measured water depth (used in normalizations and correlations. See Supporting Information)	Probe no. 5976 with net area ratio of .844 Manufactured by Geotech A.B.; calibrated 1/18/2022 Tip and sleeve areas of 10 cm² and 150 cm² Ring friction reducer with O.D. of 2 in		Rig: GP 6625	Operator: T.I.
			Project No.: EQ235026	

HASKELL AECOM



#	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish	Total Float
40		Procurement, Construction, Startup & Closeout	706	03-Apr-25	21-Dec-27	0
41	EL1010	Procure Electrical & Process Equipment	391	03-Apr-25	01-Oct-26	53
42	CV1020	Early Works Package (Civil Sitework Construction)	70	28-Apr-25	01-Aug-25	0
43	CO1010	Yard Piping	160	04-Aug-25	13-Mar-26	0
44	CO1020	Filters	160	03-Sep-25	12-May-26	0
45	CO2010	Transfer Pump Station	150	03-Sep-25	31-Mar-26	61
46	CO1030	Plate Settlers	130	26-Nov-25	26-May-26	0
47	CO1050	Flocculation	130	04-Mar-26	01-Sep-26	0
48	CO2020	Disinfection Basin	150	01-Apr-26	27-Oct-26	61
49	CO1070	PAC Contact	100	29-Apr-26	15-Sep-26	120
50	CO1040	Electrical Building	100	26-Jun-26	12-Nov-26	53
51	CO3010	Hypochlorite Building	140	02-Sep-26	16-Mar-27	0
52	CO1060	PAC Storage	130	18-Sep-26	18-Mar-27	53
53	CO2030	Main Electrical Facility	140	28-Oct-26	11-May-27	61
54	CO1080	Alum Storage	160	18-Dec-26	29-Jul-27	53
55	CO3020	Gravity Thickener	160	24-Dec-26	04-Aug-27	0
56	SU1010	Start-Up & Commissioning WTP	79	05-Aug-27	23-Nov-27	0
57	CO1090	Restoration/Paving	30	05-Aug-27	15-Sep-27	49
58	MI9995	Substantial Completion	0		23-Nov-27	0
59	CL1010	Punch List	20	24-Nov-27	21-Dec-27	0
60	MI9999	Final Completion	0		21-Dec-27	0

Start Date : 21-May-24
Finish Date :21-Dec-27
Data Date : 21-May-24
Print Date : 10-May-24 - 16:27

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR2 2 of 2

PDB Services for PRF Expansion - Arcadia, FL

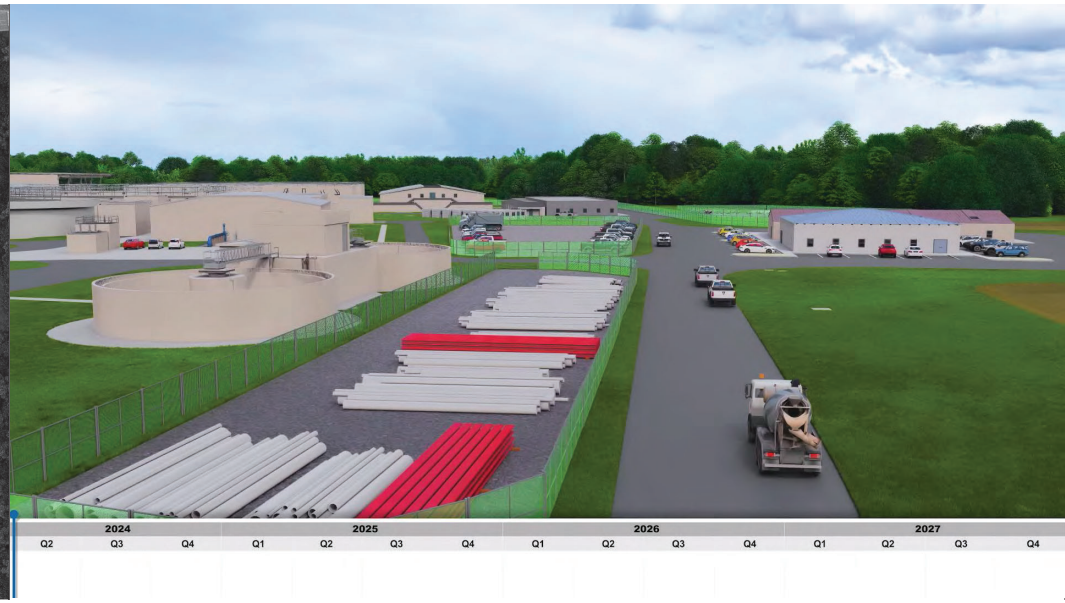
Master Project Schedule

Proposed Baseline Sorted by WBS, ES

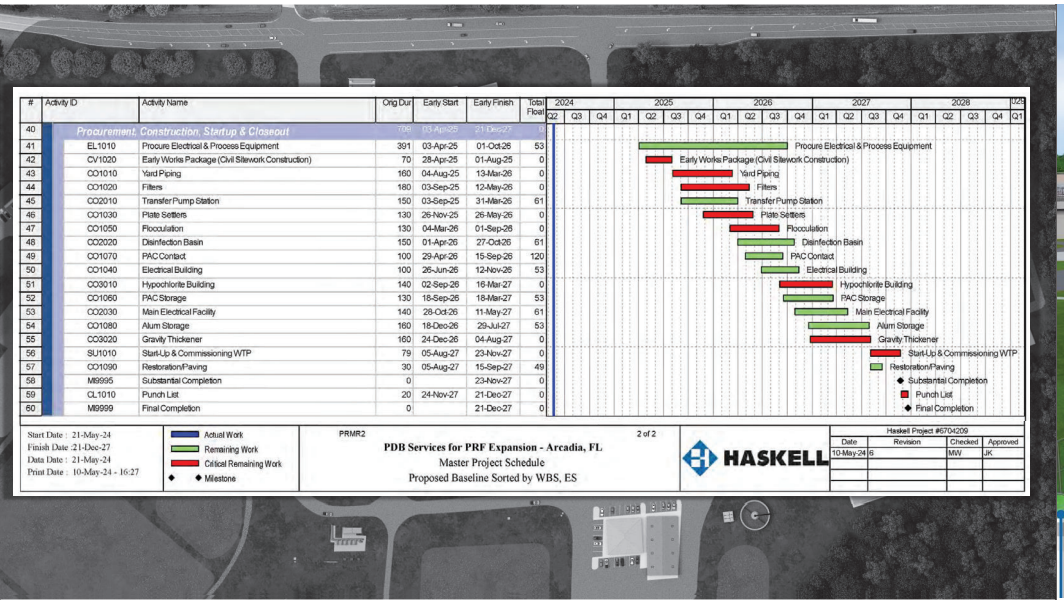
HASKELL

Haskell Project #6704209

Date	Revision	Checked	Approved
10-May-24	6	MW	JK



2024 Q2 Q3 Q4 | 2025 Q1 Q2 Q3 Q4 | 2026 Q1 Q2 Q3 Q4 | 2027 Q1 Q2 Q3 Q4



#	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish	Total Float
40		Procurement, Construction, Startup & Closeout	706	03-Apr-25	21-Dec-27	0
41	EL1010	Procure Electrical & Process Equipment	391	03-Apr-25	01-Oct-26	53
42	CV1020	Early Works Package (Civil Sitework Construction)	70	28-Apr-25	01-Aug-25	0
43	CO1010	Yard Piping	160	04-Aug-25	13-Mar-26	0
44	CO1020	Filters	160	03-Sep-25	12-May-26	0
45	CO2010	Transfer Pump Station	150	03-Sep-25	31-Mar-26	61
46	CO1030	Plate Settlers	130	26-Nov-25	26-May-26	0
47	CO1050	Flocculation	130	04-Mar-26	01-Sep-26	0
48	CO2020	Disinfection Basin	150	01-Apr-26	27-Oct-26	61
49	CO1070	PAC Contact	100	29-Apr-26	15-Sep-26	120
50	CO1040	Electrical Building	100	26-Jun-26	12-Nov-26	53
51	CO3010	Hypochlorite Building	140	02-Sep-26	16-Mar-27	0
52	CO1060	PAC Storage	130	18-Sep-26	18-Mar-27	53
53	CO2030	Main Electrical Facility	140	28-Oct-26	11-May-27	61
54	CO1080	Alum Storage	160	18-Dec-26	29-Jul-27	53
55	CO3020	Gravity Thickener	160	24-Dec-26	04-Aug-27	0
56	SU1010	Start-Up & Commissioning WTP	79	05-Aug-27	23-Nov-27	0
57	CO1090	Restoration/Paving	30	05-Aug-27	15-Sep-27	49
58	MI9995	Substantial Completion	0		23-Nov-27	0
59	CL1010	Punch List	20	24-Nov-27	21-Dec-27	0
60	MI9999	Final Completion	0		21-Dec-27	0

Start Date : 21-May-24
Finish Date :21-Dec-27
Data Date : 21-May-24
Print Date : 10-May-24 - 16:27

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR2 2 of 2

PDB Services for PRF Expansion - Arcadia, FL

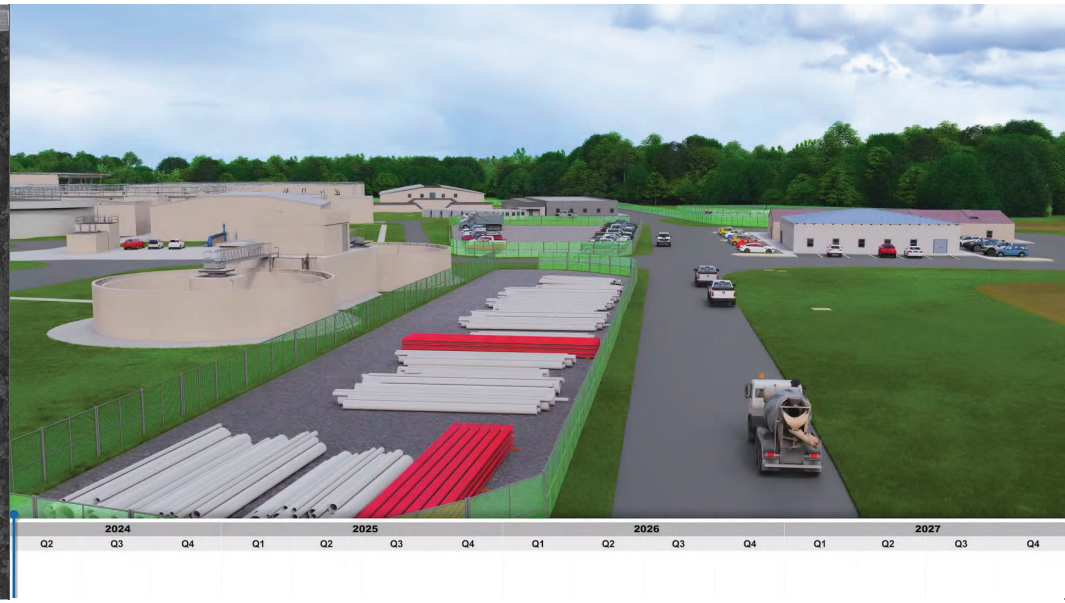
Master Project Schedule

Proposed Baseline Sorted by WBS, ES

HASKELL

Haskell Project #6704209

Date	Revision	Checked	Approved
10-May-24	6	MW	JK



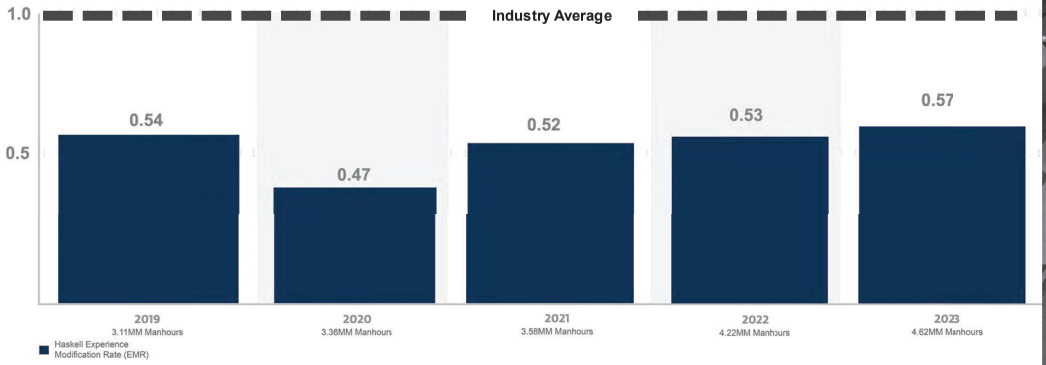
2024 Q2 Q3 Q4 | 2025 Q1 Q2 Q3 Q4 | 2026 Q1 Q2 Q3 Q4 | 2027 Q1 Q2 Q3 Q4

Haskell's Project Safety Focus | 2023

4.6 Million Manhours

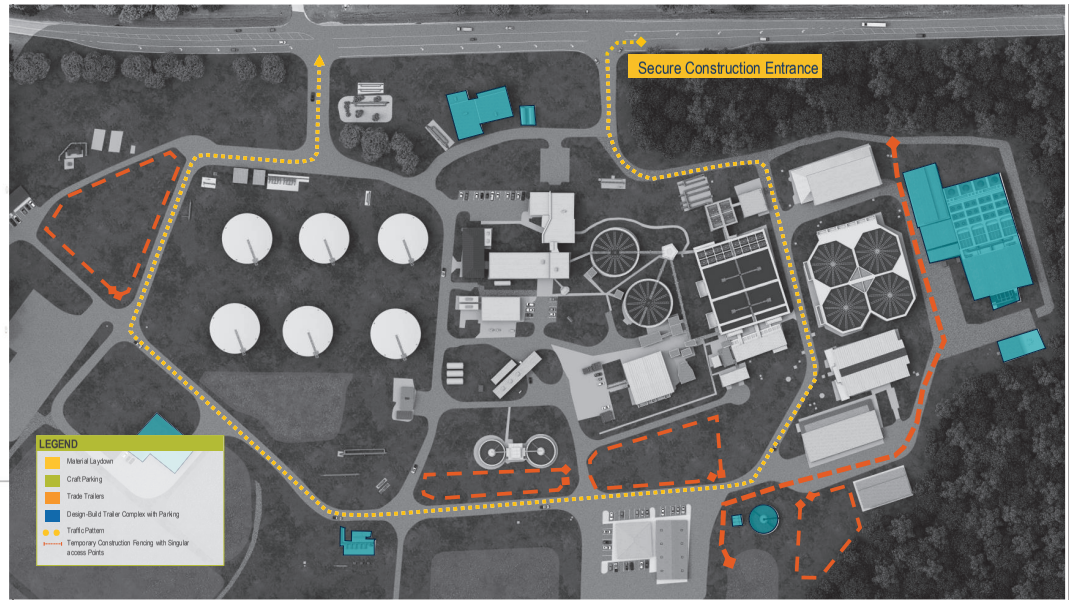
30 fewer jobsite injuries than competitors | 152 fewer over the last 5 years

SAFETY PERFORMANCE COMPARISON | 2019 - 2023



HASKELL AECOM

*2019-2023 Recordable injuries prevented as measured against BLS Peers

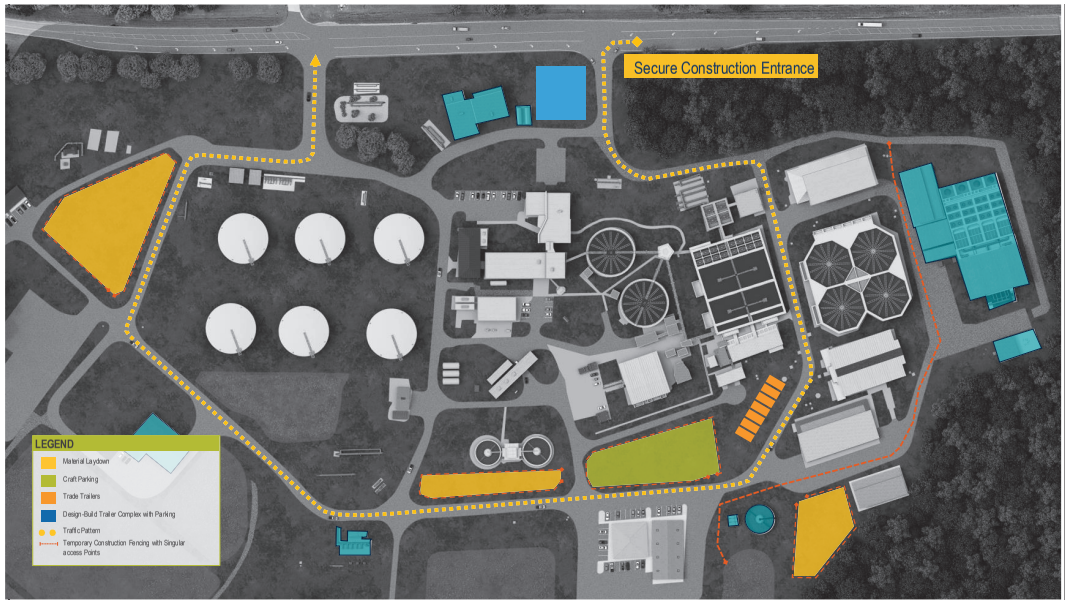


Site Utilization Plan

Controlled access into plant

Identified areas of storage and laydown

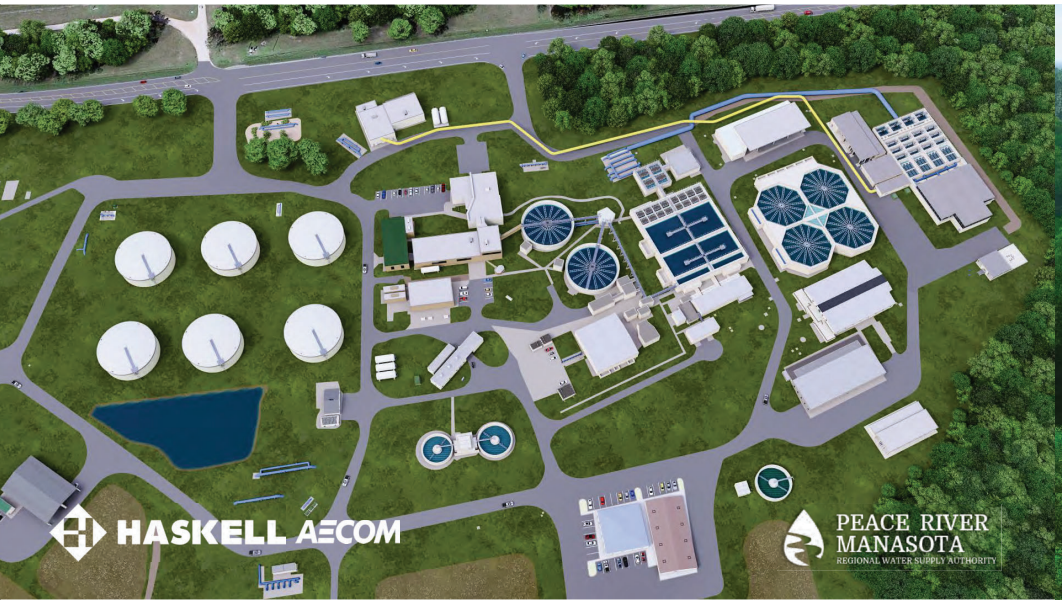
Daily collaboration with Authority O&M staff



HASKELL AECOM

Collaboration Throughout Construction

JEA Nassau Water Reclamation Facility | Fernandina Beach, FL


HASKELL AECOM
PEACE RIVER
MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Creating Value for the Authority
• 4 Month Schedule Reduction
• $18 Million in Savings

We are Design-Build Experts

3,300+ PROGRESSIVE DESIGN-BUILD AND DESIGN-BUILD PROJECTS

#13 TOP DESIGN-BUILD FIRM

1,800+ FLORIDA BASED EMPLOYEES

#1 ENR IN WATER

8 BGD IN WATER TREATMENT EXPERIENCE

$3.9 BILLION WIFIA LOAN EXPERIENCE

5 BGD IN SURFACE WATER TREATMENT EXPERIENCE

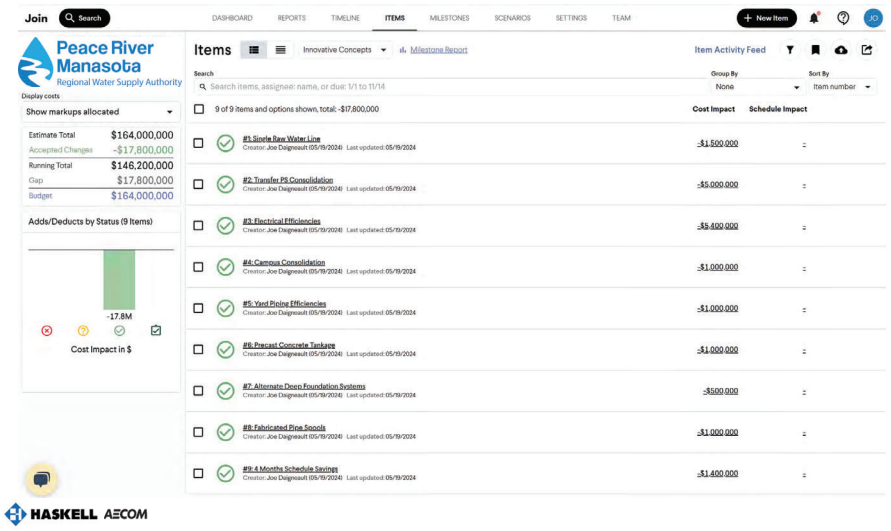
HASKELL AECOM

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

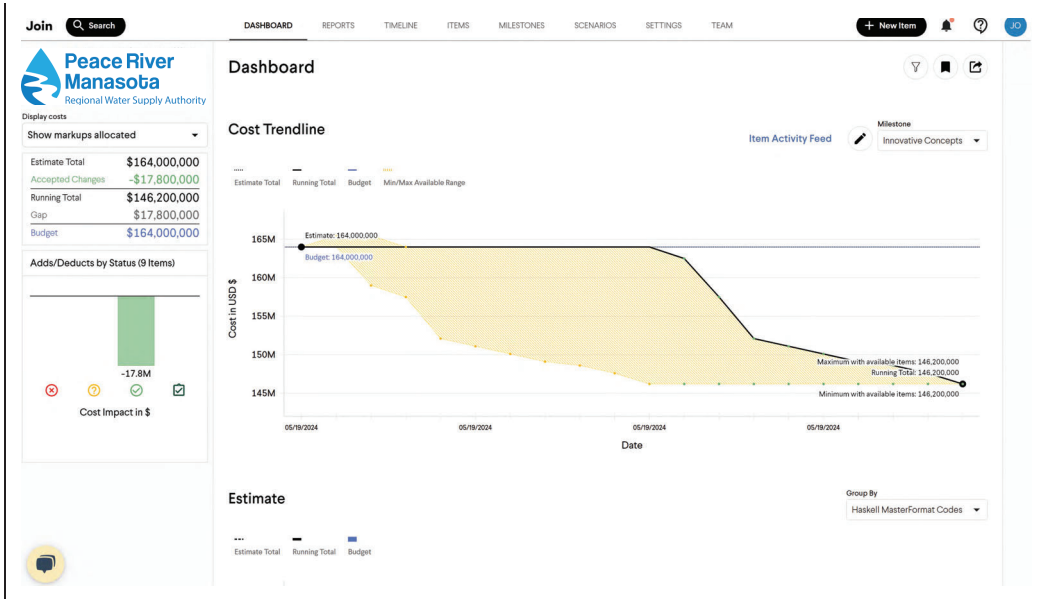
Creating Value for the Authority

- 4 Month Schedule Reduction
- $18 Million in Savings

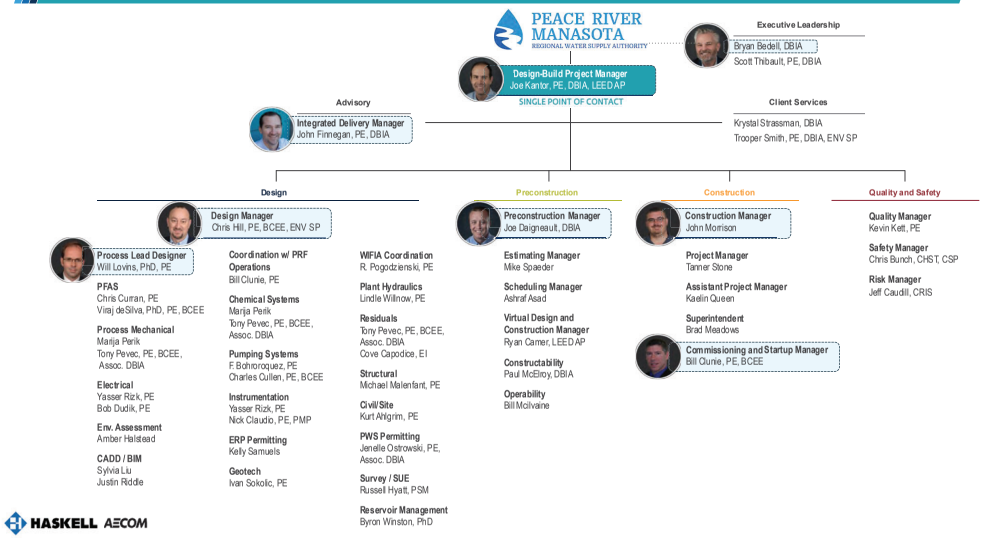
Peace River Facility Expansion | Practical, Cost-Effective Design



HASKELL AECOM



The Haskell Team



The Haskell Team – Ready to Start **5/21/2024**

AECOM

- Overall Process Design
- Bench-Testing
- Plant Hydraulics
- Civil/Site
- Structural
- Electrical / Instrumentation
- Pretreatment
- Filters
- Disinfection Strategy
- Chlorine Contact Basin

FREESE AND NICHOLS

- Chemical Systems
- Raw Water Piping
- Yard Piping
- Transfer Pump Station
- Solids Handling

Ready to Start On-site 6/9/2024

EarthBalance
Hyatt SURVEY
Ardaman & Associates, Inc.

Permitting Agency Coordination is Key to Meeting Schedule

Pre-application meetings with permitting agencies

Minimize questions and redesign

Detailed regulatory approval schedule

90% Design owner allowance

HASKELL AECOM

Initial Permitting Assessment

Permit	Agency	Initial Submittal	Anticipated Approval Time
PWS Permit-to-Construct	FDEP	60%	90 Days
Environmental Resources Permit (Letter Modification)	SWFWMD	60%	60 Days
NPDES Construction General Permit	FDEP	60%	60 Days
Dewatering Permit	FDEP	90%	60 Days
Gopher Tortoise Relocation Permit	FWC	60%	30 Days
Building Permit	DESOTO CO.	90%	60 Days
New Electrical Service	FP&L	60%	60 Days

Risk Register

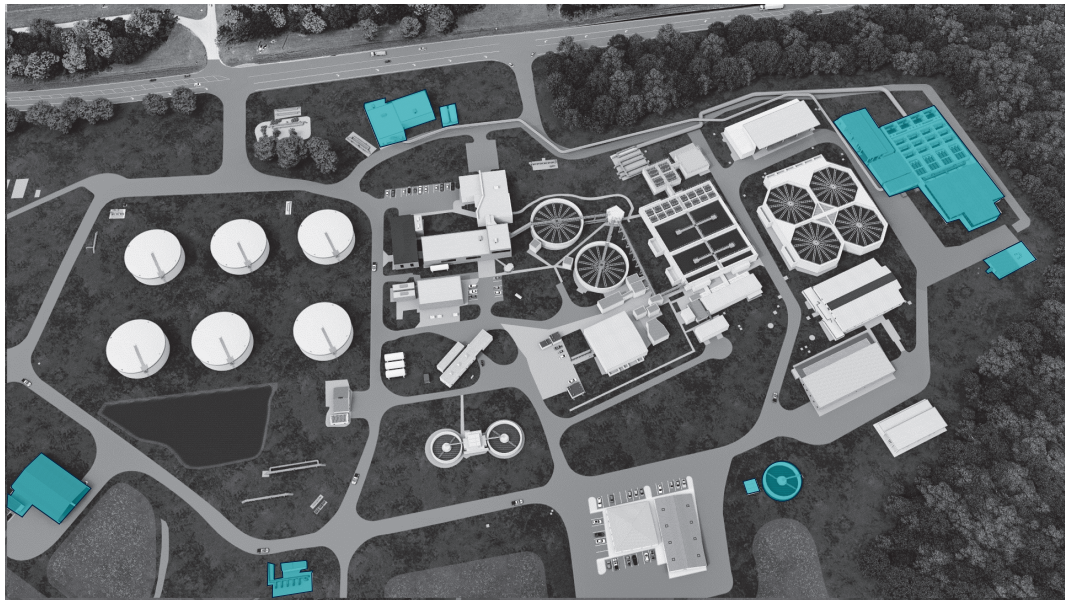
Risk Register

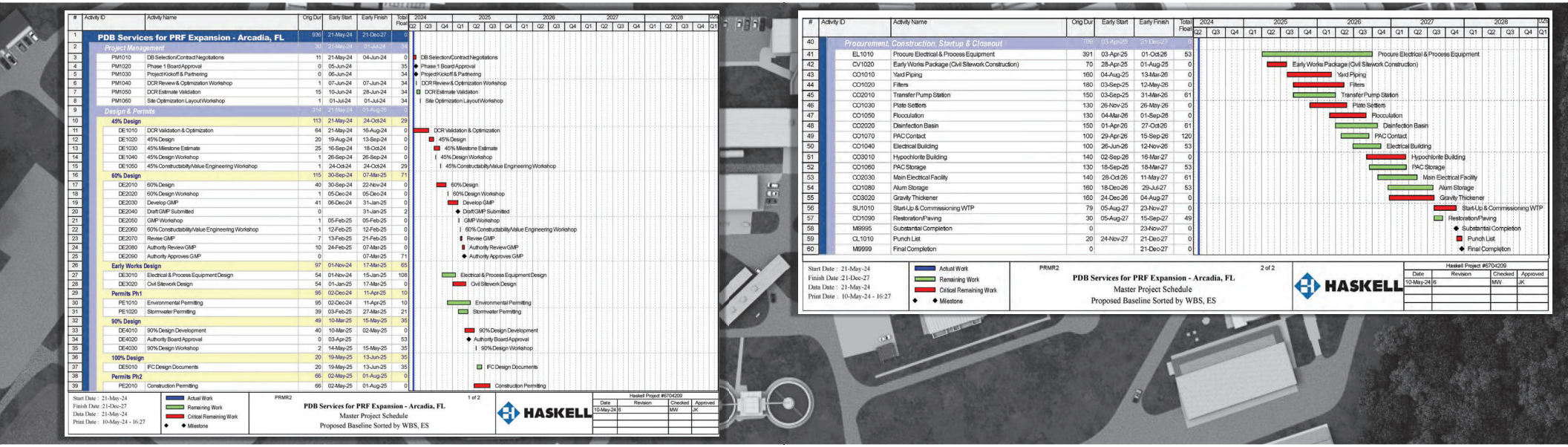
PDB Services for PRF Expansion

3
9
3

HASKELL

Risk Identification and Impact Assessment									Risk Response	
ID	Risk Evaluation Category	Risk Statement	Risk Owner	Risk Probability	Risk Impact	Risk Urgency	Risk Closure Date	Risk Status	Risk Response	Mitigation Summary
A.1	Execution	Craftworker shortage potentially impacting project schedule	Haskell	Likely	Major	Immediate	Project Buyout	Proposed	3-Plan Risk Response and Implement	Evaluate opportunities for self performance. Utilize Haskell craft workforce to minimize need for outside labor.
A.2	Execution	Avoiding disruption to residential areas and traffic	Haskell	Unlikely	Moderate	Near term	Construction Completion	Proposed	1-Watch	Daily coordination with employees and subs, development of MOT and environmental mitigation plans
A.3	Execution	Location and identification of existing utilities	Haskell	Possible	Moderate	Near term	Construction Completion	Proposed	2-Plan Risk Response	Conduct thorough site investigation, utilize all existing plant records and third-party resources. Utilize VDC resources where as-built information may need to be supplemented.
A.4	Planning & Development	Permits received in support of the schedule	Haskell	Possible	Moderate	Near term	Permitting Completion	Proposed	2-Plan Risk Response	Maintain communications with permitting agency, and maintain diligent design schedule. Fast track certain design packages for early review.
A.5	Execution	Coordination with plant operations	Haskell	Almost Certain	Moderate	Near term	Construction Completion	Proposed	3-Plan Risk Response and Implement	Collaborate with the design engineer and plant operations staff to develop detailed plans and contingencies for each of the required shutdowns, bypasses and tie-ins. A key step will be test pitting well in advance of the





#	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish	Total Float
1		**PDB Services for PRF Expansion - Arcadia, FL**	936	21-May-24	21-Dec-27	0
2		*Project Management*	30	21-May-24	01-Jul-24	34
3	PM1010	DB Selection/Contract Negotiations	11	21-May-24	04-Jun-24	0
4	PM1020	Phase 1 Board Approval	0	05-Jun-24		35
5	PM1030	Project Kickoff & Partnering	0	06-Jun-24		34
6	PM1040	DCR Review & Optimization Workshop	1	07-Jun-24	07-Jun-24	34
7	PM1050	DCR Estimate Validation	15	10-Jun-24	28-Jun-24	34
8	PM1060	Site Optimization Layout Workshop	1	01-Jul-24	01-Jul-24	34
9		*Design & Permits*	314	21-May-24	01-Aug-25	0
10		**45% Design**	113	21-May-24	24-Oct-24	29
11	DE1010	DCR Validation & Optimization	64	21-May-24	16-Aug-24	0
12	DE1020	45% Design	20	19-Aug-24	13-Sep-24	0
13	DE1030	45% Milestone Estimate	25	16-Sep-24	18-Oct-24	0
14	DE1040	45% Design Workshop	1	26-Sep-24	26-Sep-24	0
15	DE1050	45% Constructability/Value Engineering Workshop	1	24-Oct-24	24-Oct-24	29
16		**60% Design**	115	30-Sep-24	07-Mar-25	71
17	DE2010	60% Design	40	30-Sep-24	22-Nov-24	0
18	DE2020	60% Design Workshop	1	05-Dec-24	05-Dec-24	0
19	DE2030	Develop GMP	41	06-Dec-24	31-Jan-25	0
20	DE2040	Draft GMP Submitted	0		31-Jan-25	2
21	DE2050	GMP Workshop	1	05-Feb-25	05-Feb-25	0
22	DE2060	60% Constructability/Value Engineering Workshop	1	12-Feb-25	12-Feb-25	0
23	DE2070	Revise GMP	7	13-Feb-25	21-Feb-25	0
24	DE2080	Authority Review GMP	10	24-Feb-25	07-Mar-25	0
25	DE2090	Authority Approves GMP	0		07-Mar-25	71
26		**Early Works Design**	97	01-Nov-24	17-Mar-25	65
27	DE3010	Electrical & Process Equipment Design	54	01-Nov-24	15-Jan-25	108
28	DE3020	Civil Sitework Design	54	01-Jan-25	17-Mar-25	0
29		**Permits Ph1**	96	02-Dec-24	11-Apr-25	10
30	PE1010	Environmental Permitting	95	02-Dec-24	11-Apr-25	10
31	PE1020	Stormwater Permitting	39	03-Feb-25	27-Mar-25	21
32		**90% Design**	49	10-Mar-25	15-May-25	35
33	DE4010	90% Design Development	40	10-Mar-25	02-May-25	0
34	DE4020	Authority Board Approval	0	03-Apr-25		53
35	DE4030	90% Design Workshop	2	14-May-25	15-May-25	35
36		**100% Design**	20	19-May-25	13-Jun-25	35
37	DE5010	IFC Design Documents	20	19-May-25	13-Jun-25	35
38		**Permits Ph2**	66	02-May-25	01-Aug-25	0
39	PE2010	Construction Permitting	66	02-May-25	01-Aug-25	0

Start Date : 21-May-24
Finish Date :21-Dec-27
Data Date : 21-May-24
Print Date : 10-May-24 - 16:27

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR2 1 of 2

PDB Services for PRF Expansion - Arcadia, FL
Master Project Schedule
Proposed Baseline Sorted by WBS, ES

HASKELL

Haskell Project #6704209

Date	Revision	Checked	Approved
10-May-24	6	MW	JK

#	Activity ID	Activity Name	Orig Dur	Early Start	Early Finish	Total Float
40		*Procurement, Construction, Startup & Closeout*	705	03-Apr-25	23-Dec-27	0
41	EL1010	Procure Electrical & Process Equipment	391	03-Apr-25	01-Oct-26	53
42	CV1020	Early Works Package (Civil Sitework Construction)	70	28-Apr-25	01-Aug-25	0
43	CO1010	Yard Piping	160	04-Aug-25	13-Mar-26	0
44	CO1020	Filters	180	03-Sep-25	12-May-26	0
45	CO2010	Transfer Pump Station	150	03-Sep-25	31-Mar-26	61
46	CO1030	Plate Settlers	130	26-Nov-25	26-May-26	0
47	CO1050	Flocculation	130	04-Mar-26	01-Sep-26	0
48	CO2020	Disinfection Basin	150	01-Apr-26	27-Oct-26	61
49	CO1070	PAC Contact	100	29-Apr-26	15-Sep-26	120
50	CO1040	Electrical Building	100	26-Jun-26	12-Nov-26	53
51	CO3010	Hypochlorite Building	140	02-Sep-26	16-Mar-27	0
52	CO1060	PAC Storage	130	16-Sep-26	18-Mar-27	53
53	CO2030	Main Electrical Facility	140	28-Oct-26	11-May-27	61
54	CO1080	Alum Storage	160	18-Dec-26	29-Jul-27	53
55	CO3020	Gravity Thickener	160	24-Dec-26	04-Aug-27	0
56	SU1010	Start-Up & Commissioning WTP	79	05-Aug-27	23-Nov-27	0
57	CO1090	Restoration/Paving	30	05-Aug-27	15-Sep-27	49
58	MI9995	Substantial Completion	0		23-Nov-27	0
59	CL1010	Punch List	20	24-Nov-27	21-Dec-27	0
60	MI9999	Final Completion	0		21-Dec-27	0

Start Date : 21-May-24
Finish Date :21-Dec-27
Data Date : 21-May-24
Print Date : 10-May-24 - 16:27

Actual Work
Remaining Work
Critical Remaining Work
Milestone

PRMR2 2 of 2

PDB Services for PRF Expansion - Arcadia, FL
Master Project Schedule
Proposed Baseline Sorted by WBS, ES

HASKELL

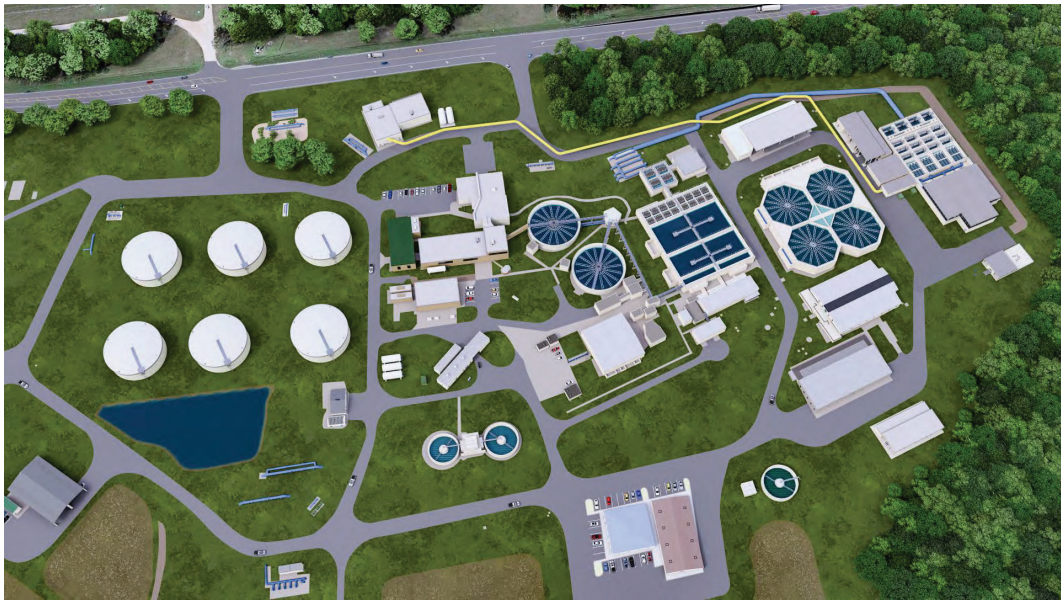
Haskell Project #6704209

Date	Revision	Checked	Approved
10-May-24	6	MW	JK

Practical, Cost-Effective Innovation

- Value Engineering by "Design-Build Designers"
- Redundancy and Coordination with Plants 1 through 4
- Ease of Operation & Maintenance
- Cost and Schedule Driven Design
- Optimization and Future Proofing

HASKELL AECOM



GMP Development Process

1. Establish Trade Level Bid Categories
2. Issue RFQ and Develop a Qualified Bidder's List
3. Review Qualifications and Establish a List of Approved Vendors
4. Receive Bids and Conduct Bid Openings
5. Prepare GMP Using Pre-Approved Subcontractors
6. Present Open Book GMP

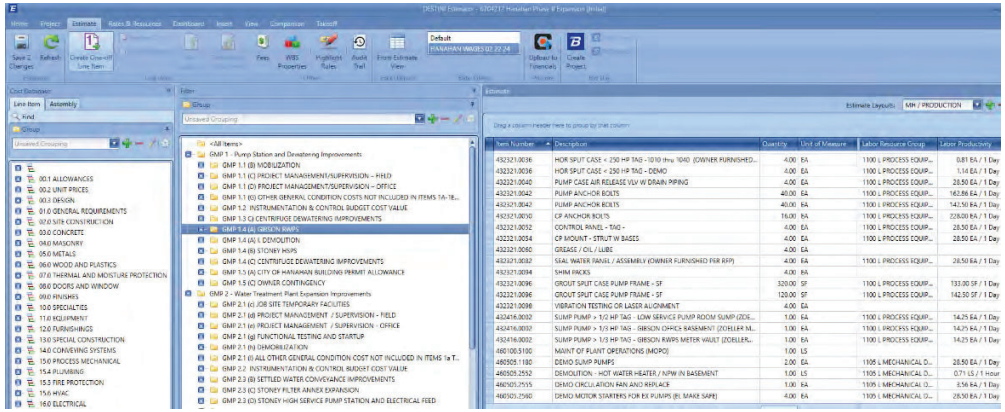
Competitively Bid

Open Book Process

Design Gaps Filled

HASKELL AECOM

Detailed Estimate

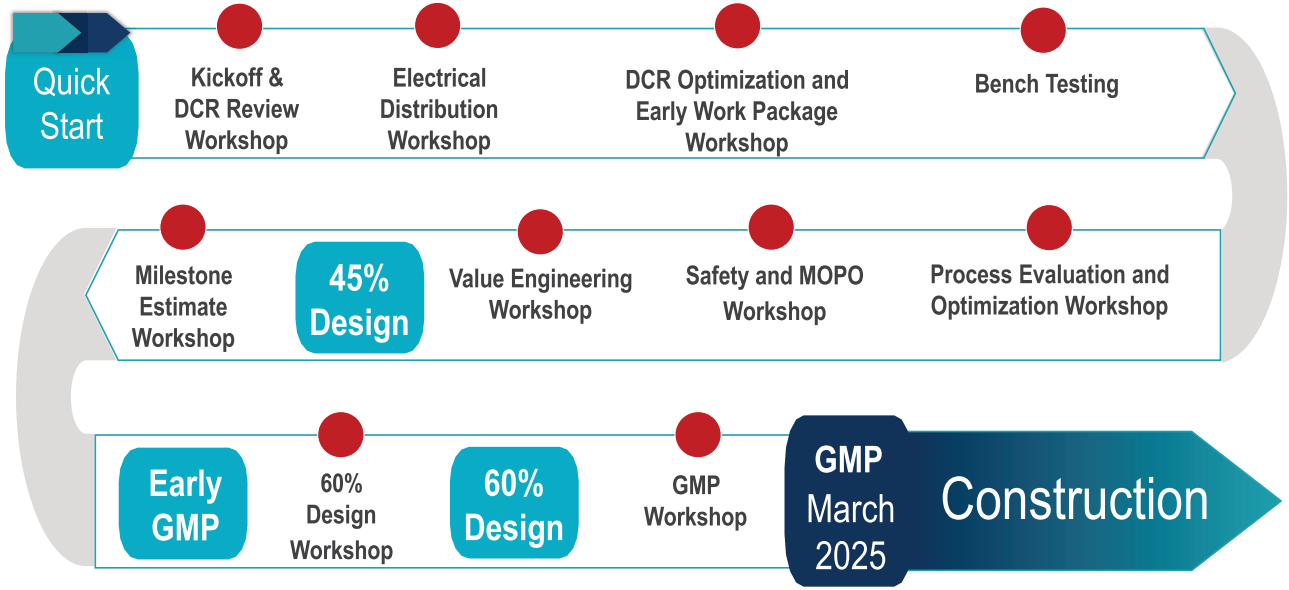


Peace River Manasota
Regional Water Supply Authority

Solely dedicated to collaborative delivery projects, our team's approach ensures a partnership mentality with the Authority.

- **100% Collaborative Delivery.** At every phase — we form a partnership with the Authority and O&M staff
- **100% Commitment.** Ready to start today, at risk, to meet the Authority's desired GMP date.
- **Self-Performance.** We will self-perform up to 70% of the work to enhance quality, control schedule and deliver best value.
- **Hand-Picked Design-Build Team.** All design-build experts. We will meet in-person, whenever you need.
- **Safety Matters.** Reduces insurance costs and 152 fewer jobsite injuries than our peers.

Our unified team is local and nationally recognized experts specializing in water treatment plants. As a result, we will deliver the PRF project on schedule, in alignment with your budget, while delivering the best value for every dollar invested.



Our team is 100% committed to the Authority's project.
We are not going after Vero Beach or Winter Haven.
We will not swap out team members.

We will ensure success without distraction and will accept the contract today unamended.

Sincerely,

Bryan Bedell, DBIA | The Haskell Company

HASKELL AECOM

Haskell Team's Conceptual Layout | 10% Savings from the DCR

A more compact and efficient design reduces cost through consolidating structures, using commonwall construction, minimizing electrical ductbank and reducing piping runs — All while maintaining the integrity of the DCR concept.

Adding Flexibility and Improving Operational Performance

Our innovative solution improves the reliability, enhances the ability to turndown and allows easier operation and maintenance of the PRF expansion.

Minimizing Impacts to Plant Operations and the Community

Our construction and startup plan takes full-advantage of the existing site to minimize impacts during construction to ongoing operations, site access and traffic.

HASKELL AECOM

PEACE RIVER FACILITY EXPANSION PROJECT

FINAL DESIGN, PERMITTING, AND CONSTRUCTION

May 20, 2024

PCL CONSTRUCTION | carollo

WITH YOU SINCE 1996
FUTURE

YOUR TOP TEAM

We are an extension of your staff

WE BRING THE MOST SHARED EXPERIENCE

CELEBRATING 28 YEARS OF WORKING TOGETHER

We have completed

100+

projects together totaling

$1.6B

38

Water projects with a total value of $685M

45

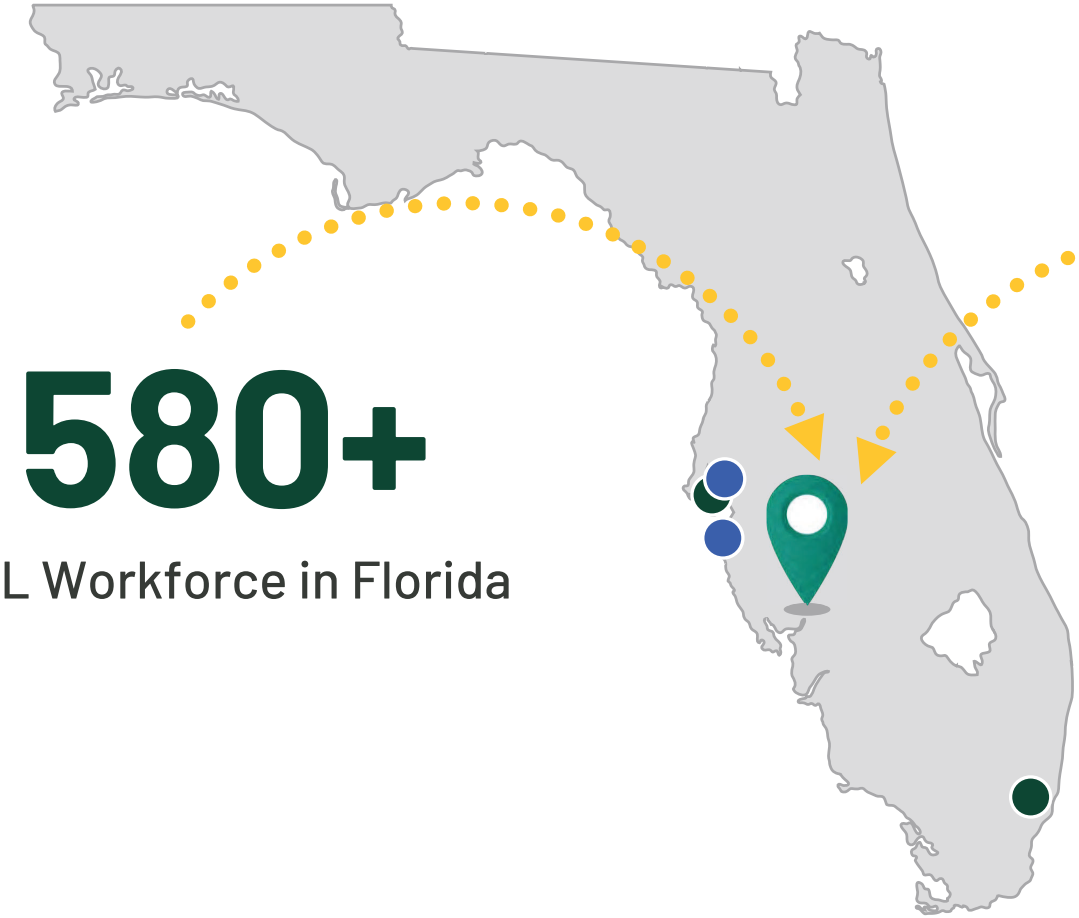
Collaborative delivery projects with a total value of $634M

4

PDB projects together in Florida

+

LOCAL STRENGTH



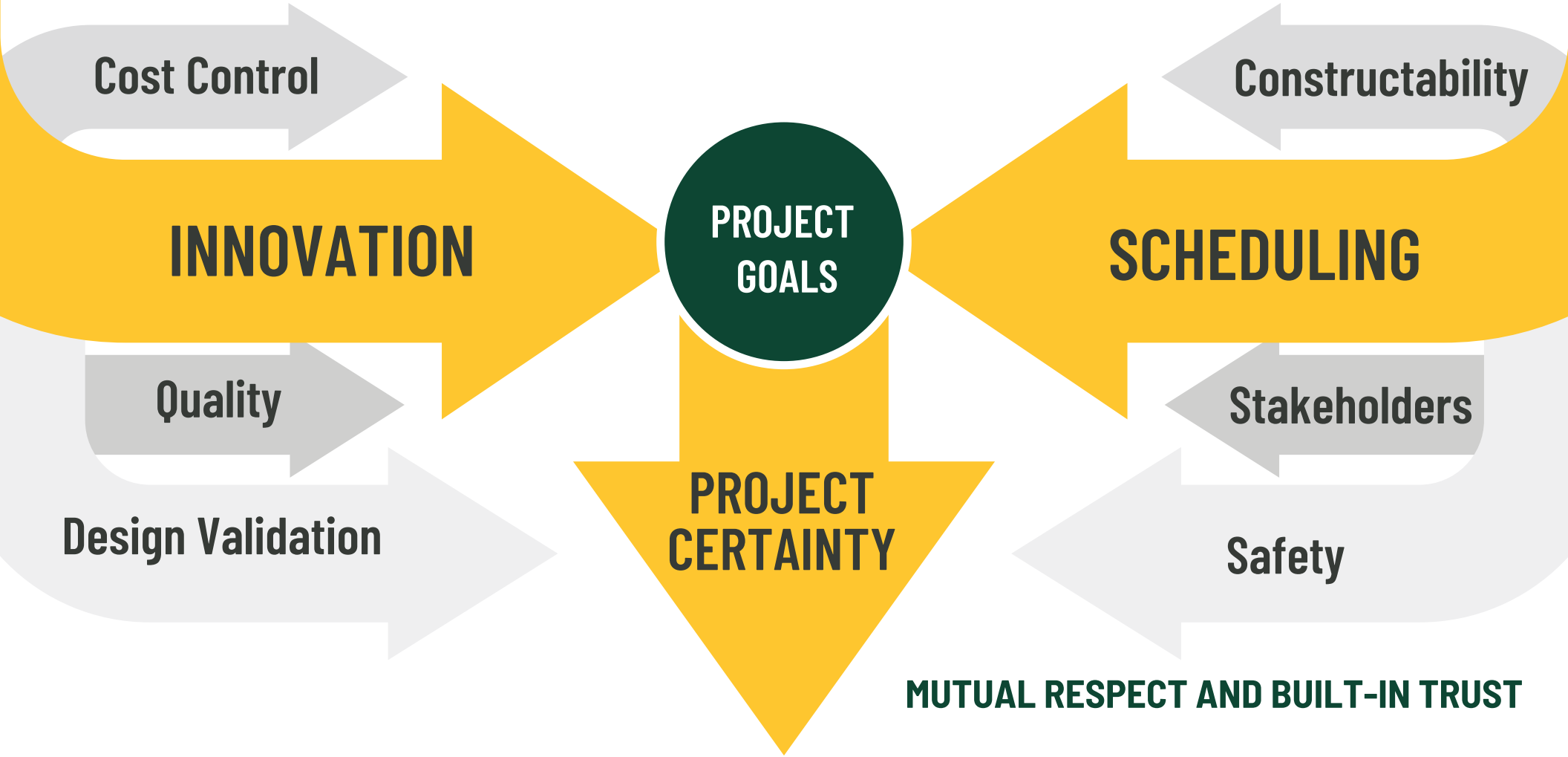
580+

PCL Workforce in Florida

1,525+

Carollo and Kimley Horn Staff in Florida

Healthy Push and Pull



MUTUAL RESPECT AND BUILT-IN TRUST

WOVEN THROUGHOUT

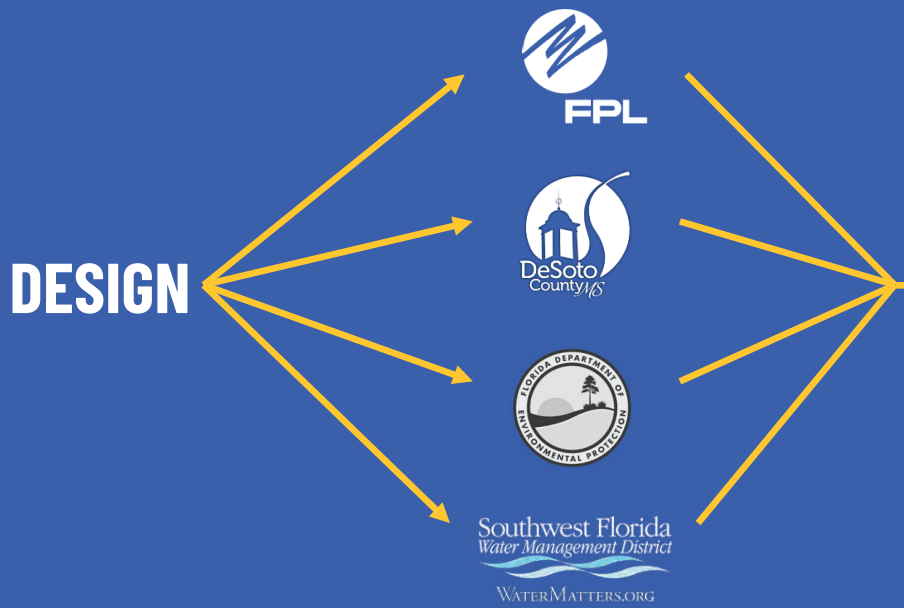
DESIGN AND PRECONSTRUCTION

One Team, One Goal, ZERO Surprises

NTP Phase 1
June 6, 2024

DESIGN AND PRECONSTRUCTION

3RD PARTY COORDINATION



TIMING IS EVERYTHING

DESIGN AND PRECONSTRUCTION

Start Ahead, Stay Ahead

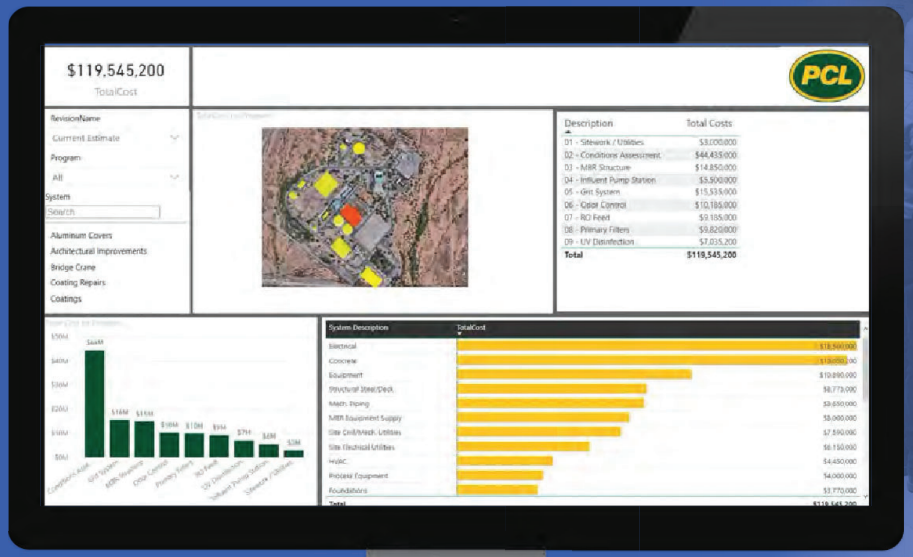
- Precon allowance for early procurement expenditures
- Smart, early expenditures; not additional
- Schedule acceleration and schedule certainty
- Risk mitigation and contingency management

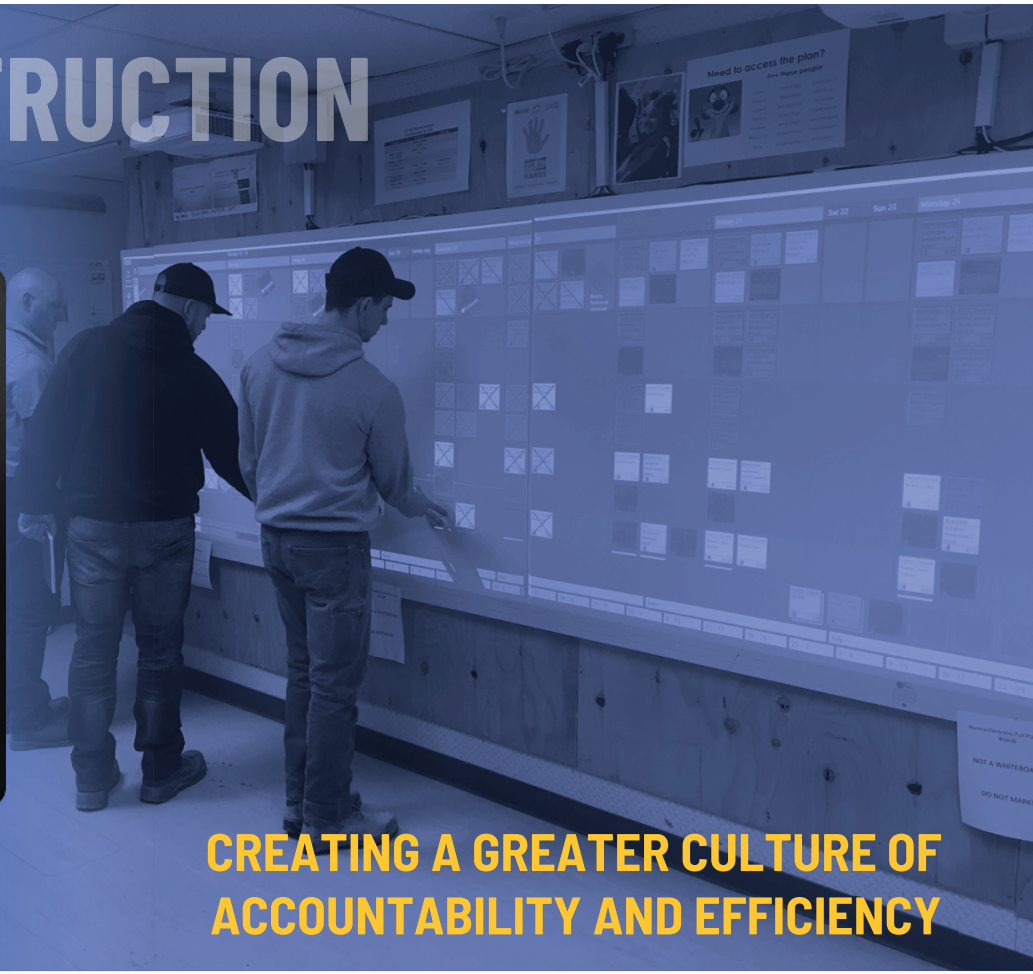
NTP Phase 1
June 6, 2024

EARLY COST AND SCHEDULE CONFIDENCE

DESIGN AND PRECONSTRUCTION

Big Room Planning Together



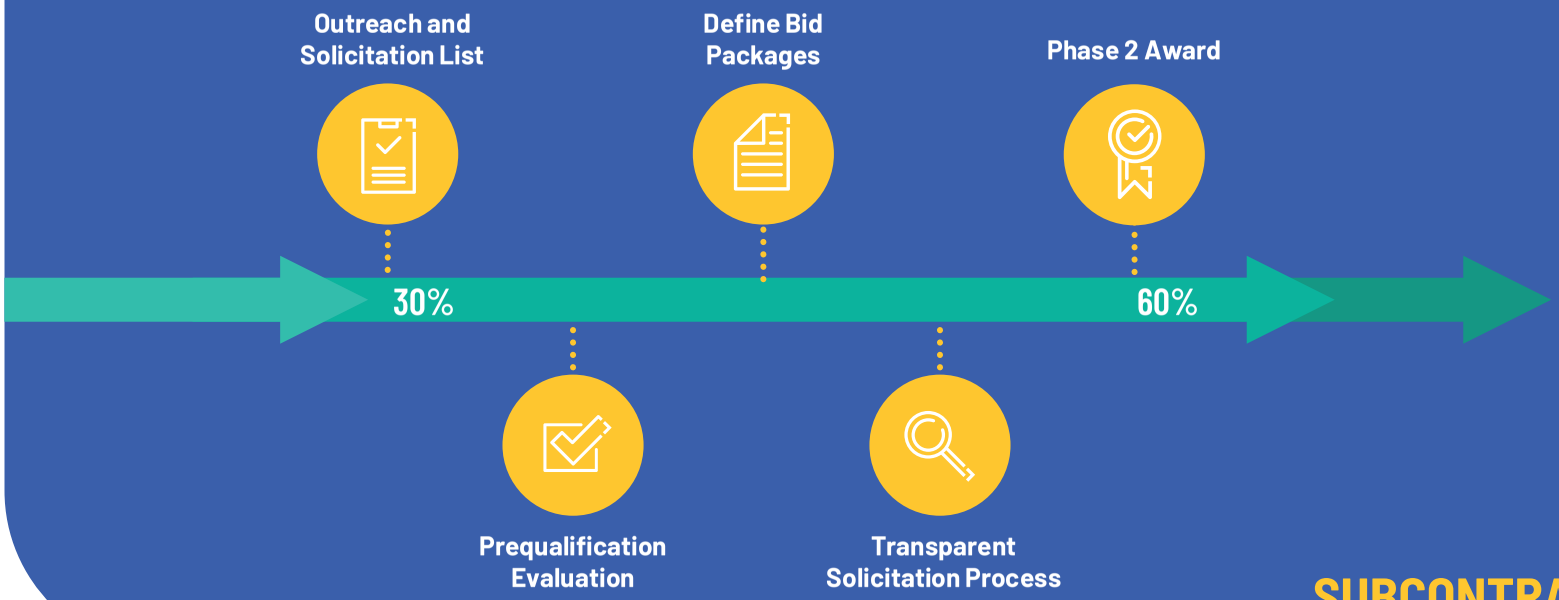


DESIGN COORDINATION

CREATING A GREATER CULTURE OF ACCOUNTABILITY AND EFFICIENCY

DESIGN AND PRECONSTRUCTION

Trust Through Transparency



CHOOSING OUR SUBCONTRACTORS TOGETHER

DESIGN AND PRECONSTRUCTION

Going Above and Beyond Procurement

- Long lead equipment and owner purchasing
- Leveraging vendor relationships to benefit schedule
- Advancing design for submittals and locking in process
- Greater cost and schedule certainty

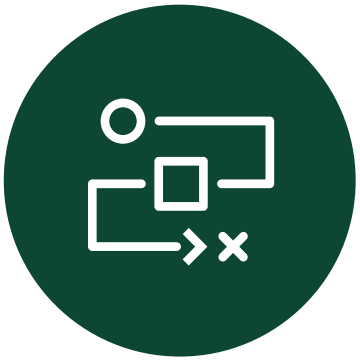
PROACTIVE PDB FOR ZERO SURPRISES

SCHEDULE ACCELERATORS

Thought Leadership on Plant and Process

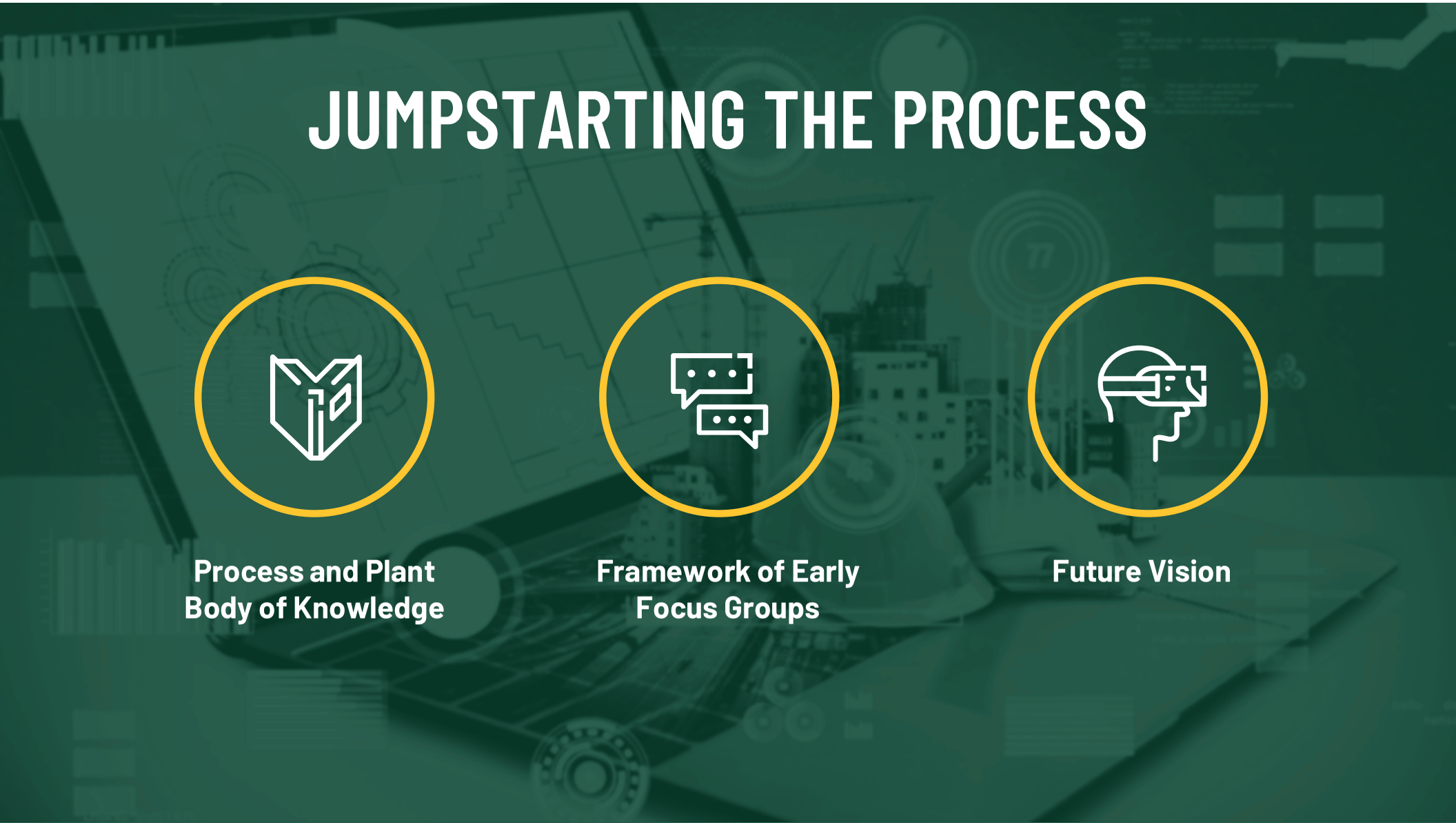
Time-Tested, Proven Designs, Customized for You

Early Procurement and ODP



3rd Party Coordination and Early Works

JUMPSTARTING THE PROCESS



Process and Plant Body of Knowledge

Framework of Early Focus Groups

Future Vision

INNOVATION

COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

1. **Leverage train RW line for PAC contact**
2. **FLOC tanks in series**
3. **Covers over the plates for WQ**
4. **Supplemental BW to allow for turndown**
5. **Delete disinfection basin**
6. **Direct residuals to common blending**
7. Flash mixing that is not impacted by flow rate
8. Ability to turn off last stage of flocculation at low flow
9. Distribute flow with headloss prior to forming a shear sensitive floc
10. Activate floc aid polymer correctly and dose uniformly
11. Utilize low shear flocculation technologies
12. Headloss in plate system for good distribution
13. Utilize v-notch weirs not the standard flat weirs, in the plate system
14. Provide enough clearance under plates to prevent carryover
15. Avoid anaerobic conditions in dewatering process
16. Flow control into train – two control valves to cover the range of flows
17. Sludge collectors oriented perpendicular to flow
18. Solids concentration monitoring
19. Track chemical turndown
20. Floc/sed basin refill approach
21. Pump basin solids to get uniform collection
22. Submarine hatch for basin entry instead of ladders
23. Chemical liners for tank longevity
24. Virtual day tank
25. Top and side chemical tank entry for safety
26. Separate chemical tank vents to prevent fume migration
27. Delete piles and move to shallow foundations

ALL THAT'S MISSING IS YOU.

INNOVATION

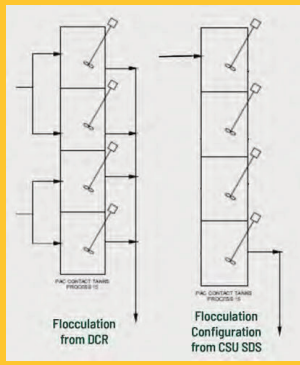
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Slurry line and injection quills would provide 3 to 15 minutes of additional PAC contact time with minimal added construction cost

INNOVATION

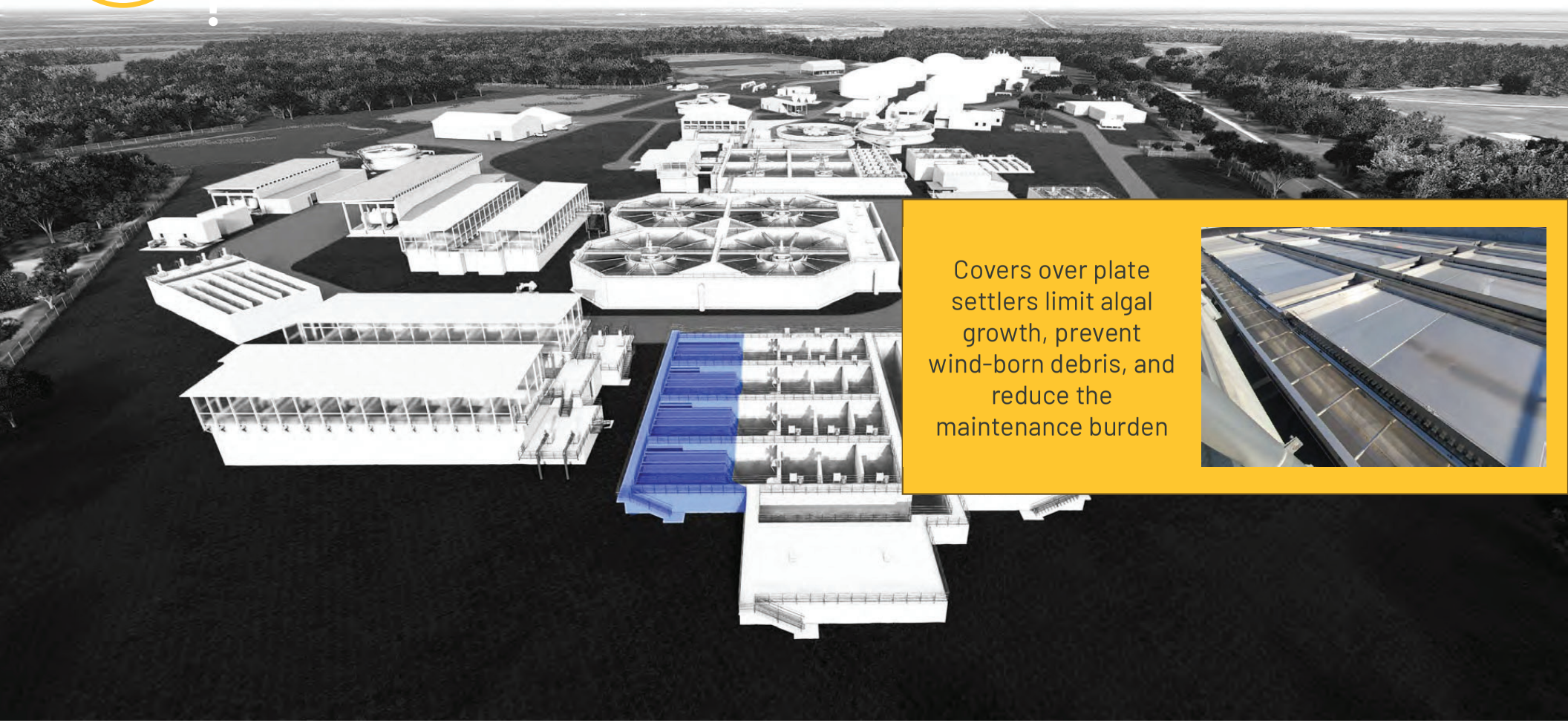
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Flocculation flow path in series rather than parallel limits hydraulic short-circuiting and enhances hydraulic performance



INNOVATION

COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

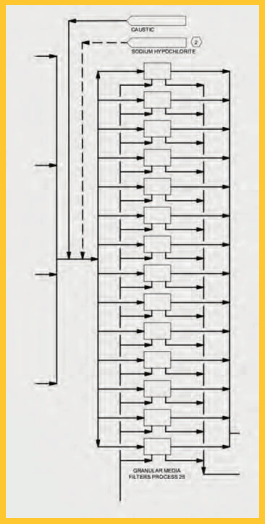


Covers over plate settlers limit algal growth, prevent wind-born debris, and reduce the maintenance burden

INNOVATION

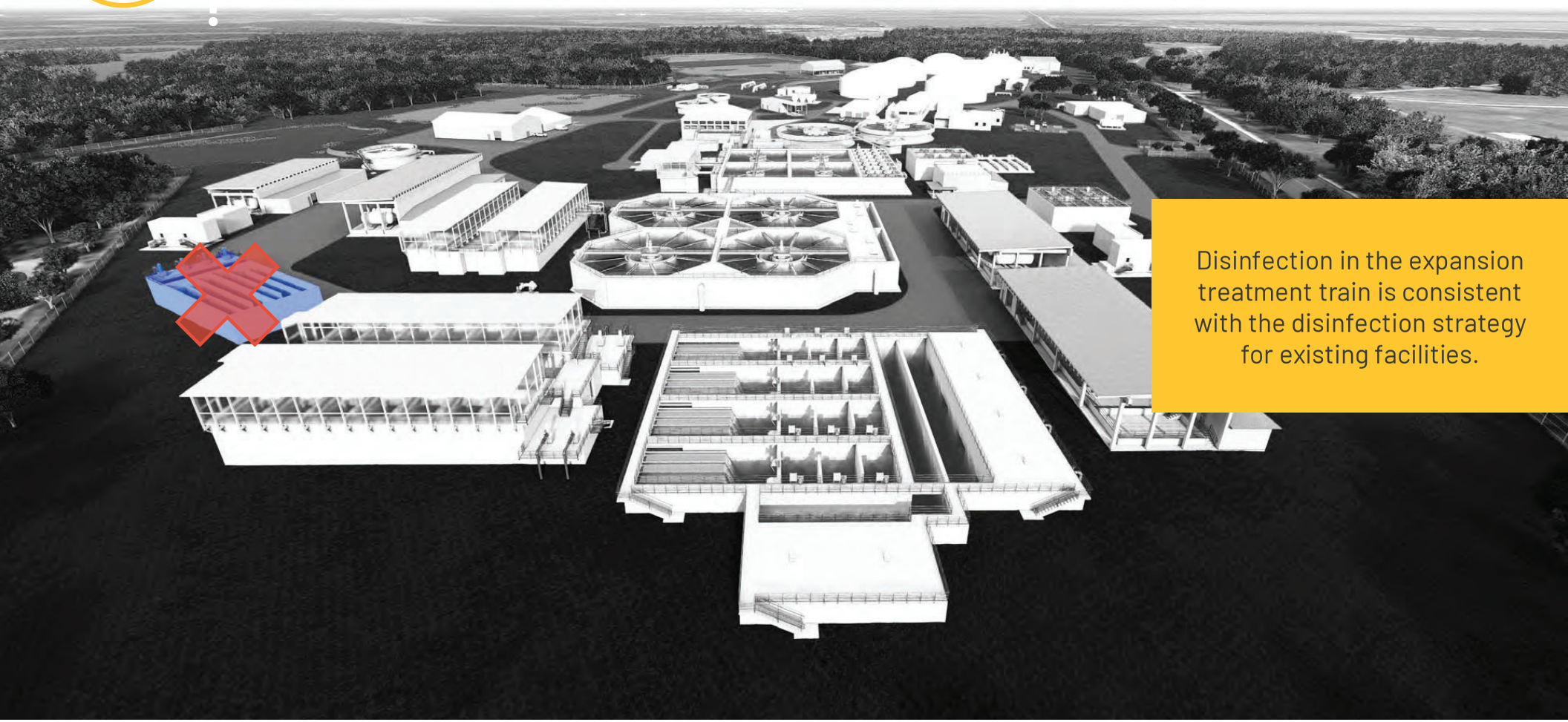
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Supplemental backwash water diverted from the finished water conveyance system simplifies layout and allows greater turndown.



INNOVATION

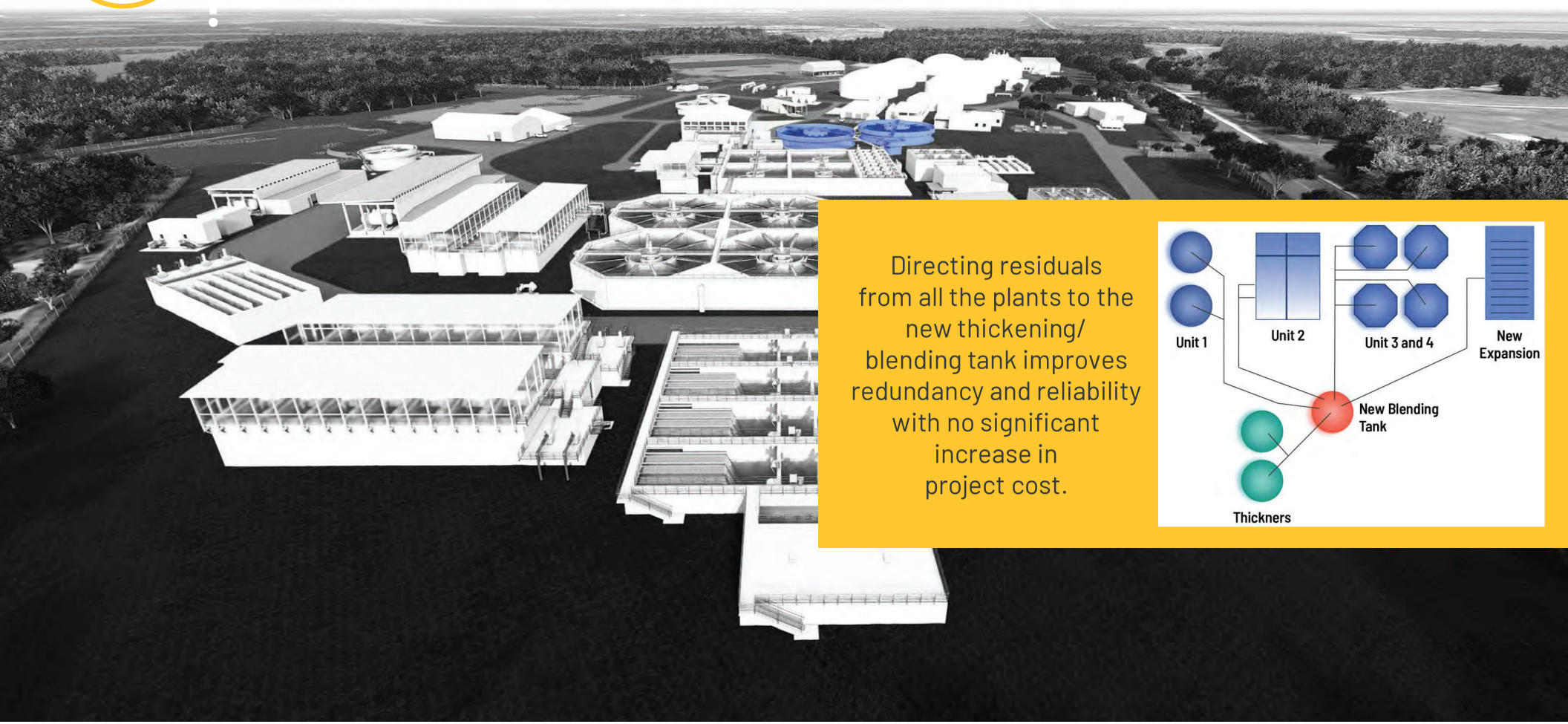
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS



Disinfection in the expansion treatment train is consistent with the disinfection strategy for existing facilities.

INNOVATION

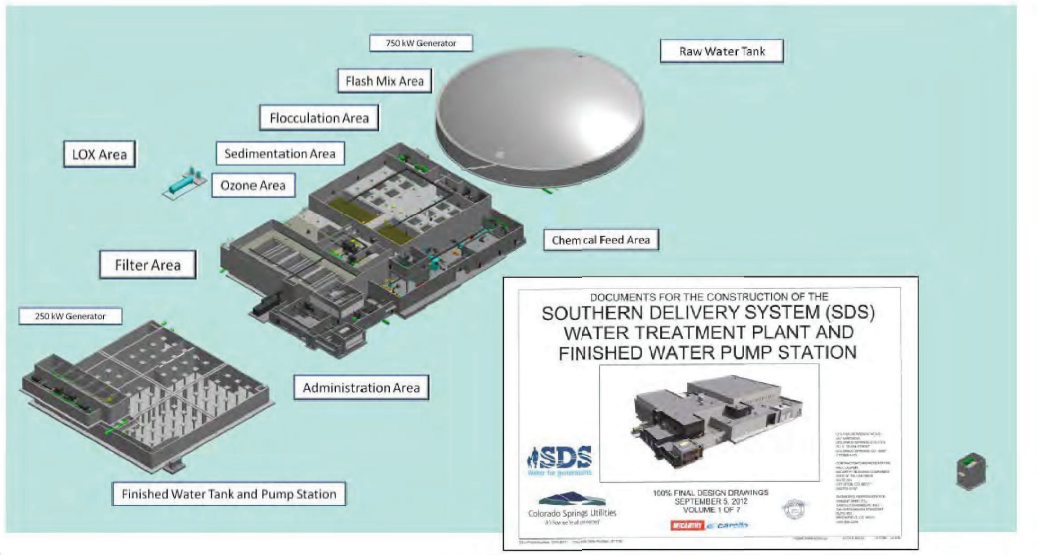
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS



Directing residuals from all the plants to the new thickening/ blending tank improves redundancy and reliability with no significant increase in project cost.

DESIGN AND PRECONSTRUCTION

Reference Designs Leverage Practical Solutions Instead of Theory



- Consolidated Facility that Makes Operations Easy
- Only Plate Settler Application that Meets Your Turndown Requirements
- Experience with Low Turbidity/High Organic Source Waters
- Performance Guarantee

ONLY PLATE SETTLER PLANT IN THE US WITH A 10:1 TURNDOWN RATIO

PROCUREMENT

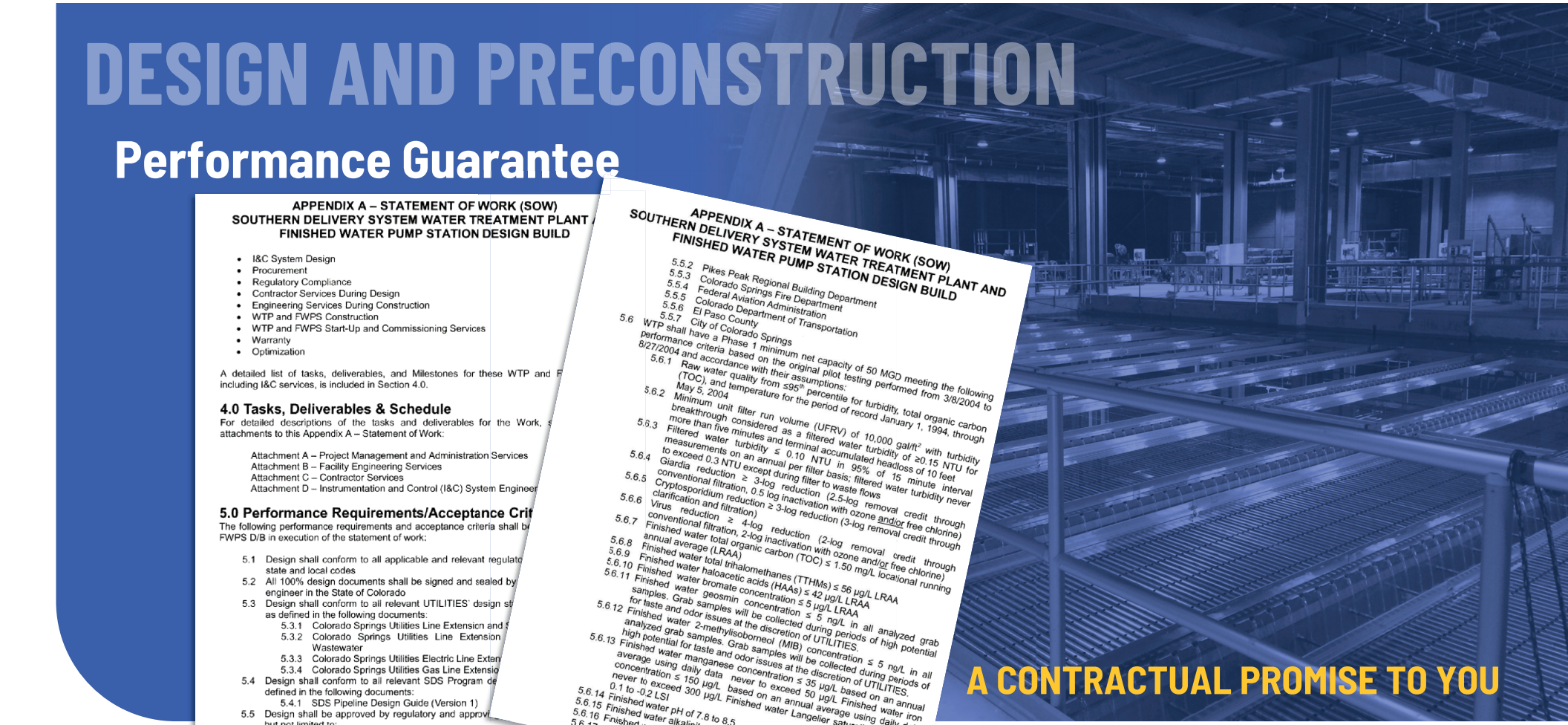
DESIGN AND PRECONSTRUCTION | CONSTRUCTION | START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M

2024 2025 2026 2027 2028

DESIGN AND PRECONSTRUCTION

Performance Guarantee



APPENDIX A – STATEMENT OF WORK (SOW)
SOUTHERN DELIVERY SYSTEM WATER TREATMENT PLANT
FINISHED WATER PUMP STATION DESIGN BUILD

- I&C System Design
- Procurement
- Regulatory Compliance
- Contractor Services During Design
- Engineering Services During Construction
- WTP and FWPS Construction
- WTP and FWPS Start-Up and Commissioning Services
- Warranty
- Optimization

A detailed list of tasks, deliverables, and Milestones for these WTP and F
including I&C services, is included in Section 4.0.

4.0 Tasks, Deliverables & Schedule

For detailed descriptions of the tasks and deliverables for the Work, s
attachments to this Appendix A – Statement of Work:

Attachment A – Project Management and Administration Services
Attachment B – Facility Engineering Services
Attachment C – Contractor Services
Attachment D – Instrumentation and Control (I&C) System Engineer

5.0 Performance Requirements/Acceptance Crit

The following performance requirements and acceptance criteria shall b
FWPS D/B in execution of the statement of work:

5.1 Design shall conform to all applicable and relevant regulato
state and local codes
5.2 All 100% design documents shall be signed and sealed by
engineer in the State of Colorado
5.3 Design shall conform to all relevant UTILITIES' design st
as defined in the following documents:
5.3.1 Colorado Springs Utilities Line Extension and
5.3.2 Colorado Springs Utilities Line Extension
Wastewater
5.3.3 Colorado Springs Utilities Electric Line Exten
5.3.4 Colorado Springs Utilities Gas Line Extensio
5.4 Design shall conform to all relevant SDS Program de
defined in the following documents:
5.4.1 SDS Pipeline Design Guide (Version 1)
5.5 Design shall be approved by regulatory and approv
but not limited to:
5.5.1 Colorado Department of Public Health and Environment

APPENDIX A – STATEMENT OF WORK (SOW)
SOUTHERN DELIVERY SYSTEM WATER TREATMENT PLANT AND
FINISHED WATER PUMP STATION DESIGN BUILD

5.5.2 Pikes Peak Regional Building Department
5.5.3 Colorado Springs Fire Department
5.5.4 Federal Aviation Administration
5.5.5 Colorado Department of Transportation
5.5.6 El Paso County
5.5.7 City of Colorado Springs

5.6 WTP shall have a Phase 1 minimum net capacity of 50 MGD meeting the following performance criteria based on the original pilot testing performed from 3/8/2004 to 8/27/2004 and accordance with their assumptions:
5.6.1 Raw water quality from ≤95th percentile for turbidity, total organic carbon (TOC), and temperature for the period of record January 1, 1994, through May 5, 2004
5.6.2 Minimum unit filter run volume (UFRV) of 10,000 gal/ft² with turbidity breakthrough considered as a filtered water turbidity of ≥0.15 NTU for more than five minutes and terminal accumulated headloss of 10 feet
5.6.3 Filtered water turbidity ≤ 0.10 NTU in 95% of 15 minute interval measurements on an annual per filter basis; filtered water turbidity never to exceed 0.3 NTU except during filter to waste flows
5.6.4 Giardia reduction ≥ 3-log reduction (2.5-log removal credit through conventional filtration, 0.5 log inactivation with ozone and/or free chlorine)
5.6.5 Cryptosporidium reduction ≥ 3-log reduction (3-log removal credit through clarification and filtration)
5.6.6 Virus reduction ≥ 4-log reduction (2-log removal credit through conventional filtration, 2-log inactivation with ozone and/or free chlorine)
5.6.7 Finished water total organic carbon (TOC) ≤ 1.50 mg/L locational running annual average (LRAA)
5.6.8 Finished water total trihalomethanes (TTHMs) ≤ 56 µg/L LRAA
5.6.9 Finished water haloacetic acids (HAAs) ≤ 42 µg/L LRAA
5.6.10 Finished water bromate concentration ≤ 5 µg/L LRAA
5.6.11 Finished water geosmin concentration ≤ 5 ng/L in all analyzed grab samples. Grab samples will be collected during periods of high potential for taste and odor issues at the discretion of UTILITIES.
5.6.12 Finished water 2-methylisoborneol (MIB) concentration ≤ 5 ng/L in all analyzed grab samples. Grab samples will be collected during periods of high potential for taste and odor issues at the discretion of UTILITIES.
5.6.13 Finished water manganese concentration ≤ 35 µg/L based on an annual average using daily data never to exceed 50 µg/L Finished water iron concentration ≤ 150 µg/L based on an annual average using daily data never to exceed 300 µg/L Finished water Langelier saturation index of -0.1 to -0.2 LSI
5.6.14 Finished water pH of 7.8 to 8.5
5.6.15 Finished water alkalinity 50 to 100 mg/L as $CaCO_3$
5.6.16 Finished water free chlorine residual between 1.5 and 4.0 mg/L
5.6.17 Compliance with all drinking water regulatory requirements

A CONTRACTUAL PROMISE TO YOU

PROCUREMENT
DESIGN AND PRECONSTRUCTION
CONSTRUCTION
START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M
2024 2025 2026 2027 2028

PROCUREMENT

Optimizing Early Work

DESIGN → DeSoto County MS → **EWPs**

Sitework/Foundations

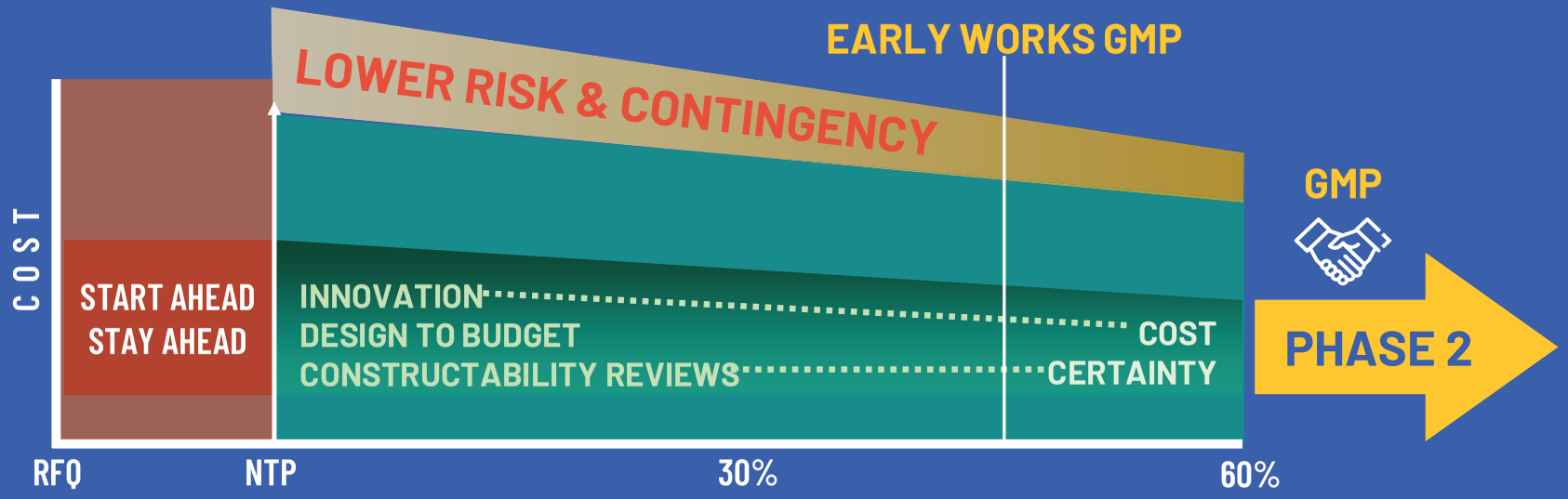
→ **ZERO Surprises**
Schedule Certainty

Present First Early Procurement (Electrical) Package
March 10, 2025

FULLY LEVERAGE PDB

DESIGN AND PRECONSTRUCTION

Building Cost Confidence

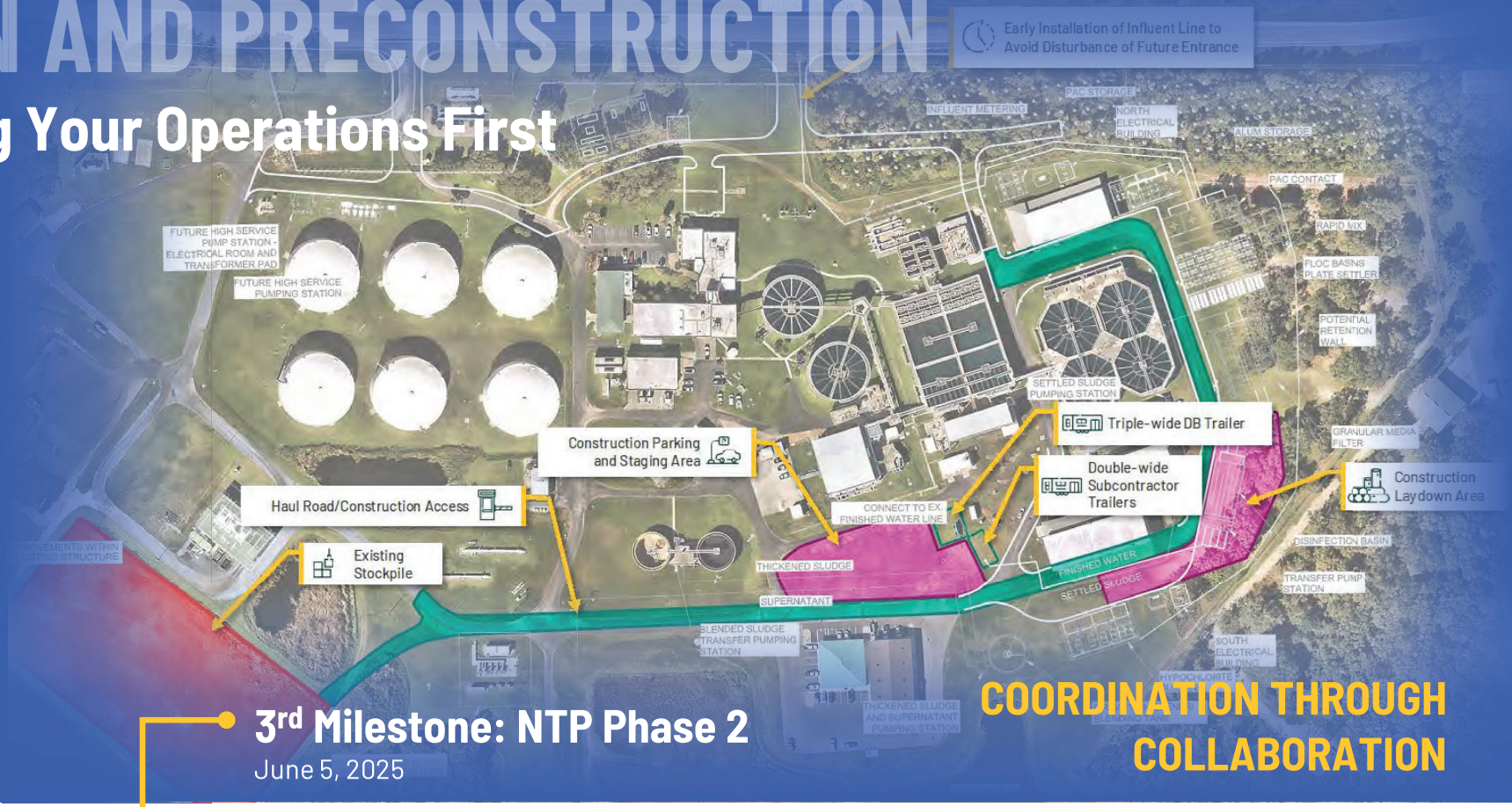


2nd Milestone: 60% Design and Final GMP
March 10, 2025

FULLY OPEN BOOK PROCESS

DESIGN AND PRECONSTRUCTION

Keeping Your Operations First



3rd Milestone: NTP Phase 2
June 5, 2025

COORDINATION THROUGH COLLABORATION

PROCUREMENT

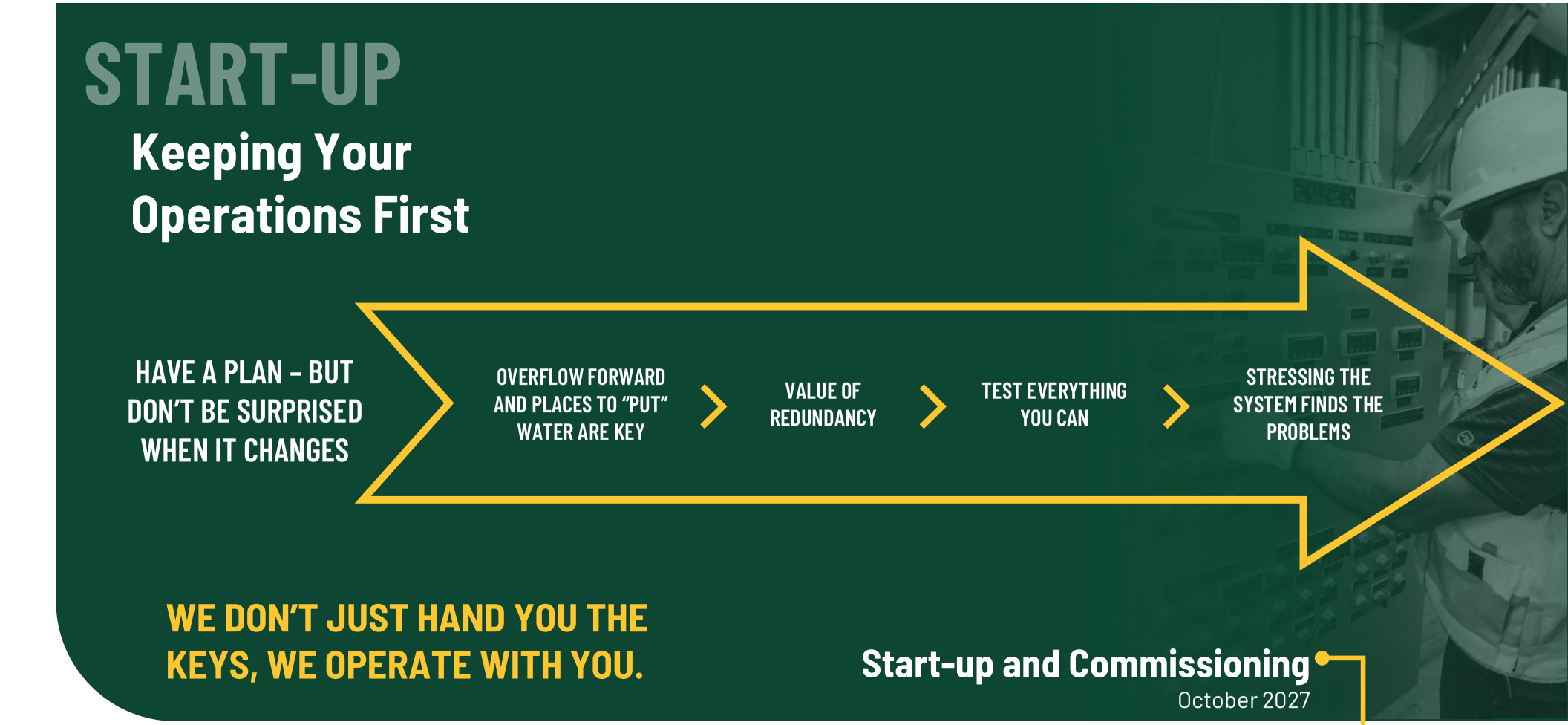
DESIGN AND PRECONSTRUCTION | CONSTRUCTION | START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M

2024 2025 2026 2027 2028

START-UP

Keeping Your Operations First

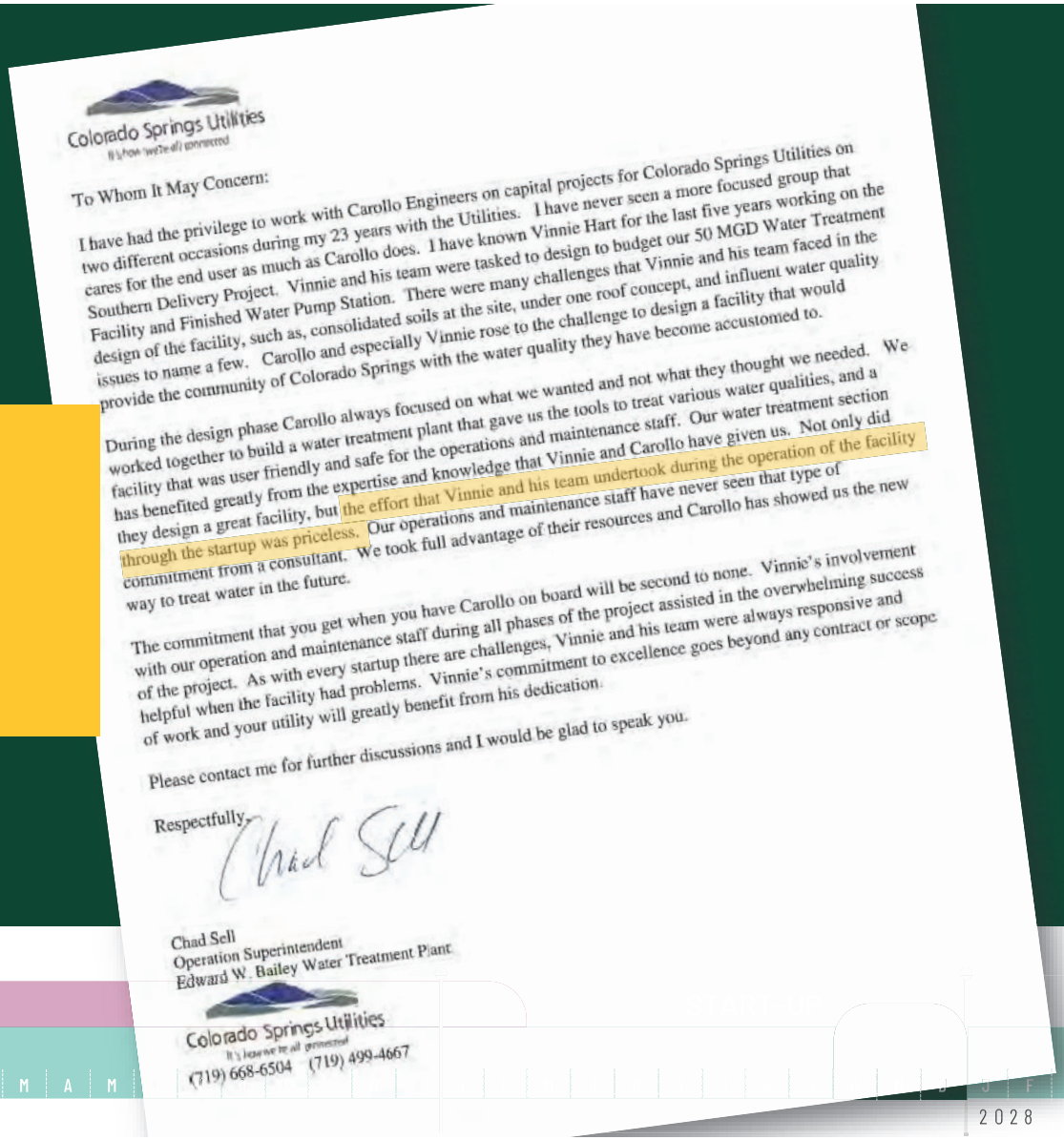


WE DON'T JUST HAND YOU THE KEYS, WE OPERATE WITH YOU.

Start-up and Commissioning
October 2027

START-UP

"...the effort that Vinnie and his team undertook during the operation of the facility through the startup was PRICELESS."



Colorado Springs Utilities

To Whom It May Concern:

I have had the privilege to work with Carollo Engineers on capital projects for Colorado Springs Utilities on two different occasions during my 23 years with the Utilities. I have never seen a more focused group that cares for the end user as much as Carollo does. I have known Vinnie Hart for the last five years working on the Southern Delivery Project. Vinnie and his team were tasked to design to budget our 50 MGD Water Treatment Facility and Finished Water Pump Station. There were many challenges that Vinnie and his team faced in the design of the facility, such as, consolidated soils at the site, under one roof concept, and influent water quality issues to name a few. Carollo and especially Vinnie rose to the challenge to design a facility that would provide the community of Colorado Springs with the water quality they have become accustomed to.

During the design phase Carollo always focused on what we wanted and not what they thought we needed. We worked together to build a water treatment plant that gave us the tools to treat various water qualities, and a facility that was user friendly and safe for the operations and maintenance staff. Our water treatment section has benefited greatly from the expertise and knowledge that Vinnie and Carollo have given us. Not only did they design a great facility, but the effort that Vinnie and his team undertook during the operation of the facility through the startup was priceless. Our operations and maintenance staff have never seen that type of commitment from a consultant. We took full advantage of their resources and Carollo has showed us the new way to treat water in the future.

The commitment that you get when you have Carollo on board will be second to none. Vinnie's involvement with our operation and maintenance staff during all phases of the project assisted in the overwhelming success of the project. As with every startup there are challenges, Vinnie and his team were always responsive and helpful when the facility had problems. Vinnie's commitment to excellence goes beyond any contract or scope of work and your utility will greatly benefit from his dedication.

Please contact me for further discussions and I would be glad to speak you.

Respectfully,

Chad Sell

Chad Sell
Operation Superintendent
Edward W. Bailey Water Treatment Plant

Colorado Springs Utilities
(719) 668-6504 (719) 499-4667

PCL CONSTRUCTION | carollo

Wharton-Smith, Inc. CONSTRUCTION GROUP

Hazen

ARDURRA

HDR

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PROGRESSIVE DESIGN-BUILD SERVICES OF THE PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

INTERVIEW
MAY 20, 2024

SUSTAINABLE

COLLABORATION

HIGH-QUALITY

COOPERATION

RELIABLE

SAFE

FUTURE

MISSION: To provide the region with a HIGH-QUALITY, SAFE drinking water supply that is RELIABLE, SUSTAINABLE, and protective of our natural resources now and into the FUTURE

VISION: Through COOPERATION and COLLABORATION, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected regional water supply system

DESIGN-BUILD DONE RIGHT®

TEAM EDUCATED AND TRAINED IN DBIA

7 DBIA DESIGN-BUILD PROFESSIONAL™

HISTORY OF COLLABORATION

20+ YEARS

KEY TRADE CONTRACTORS AND PROFESSIONALS

ARDURRA

HDR

Cogburn Bros. Inc.

REVERE

EXECUTIVE LEADERSHIP GROUP

COMMITTED

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Introduce Presenters

Todd O'Donnell, DBIA
Executive Leadership
32 years experience

Billy Logan, DBIA
Design-Build Project Manager
21 years experience

Andrew Coleman, PE
Design Manager
21 years experience

Yue Sun, PE, BCEE
Process Lead Designer
26 years experience

Nathan Hillard, DBIA
Preconstruction Manager
22 years experience

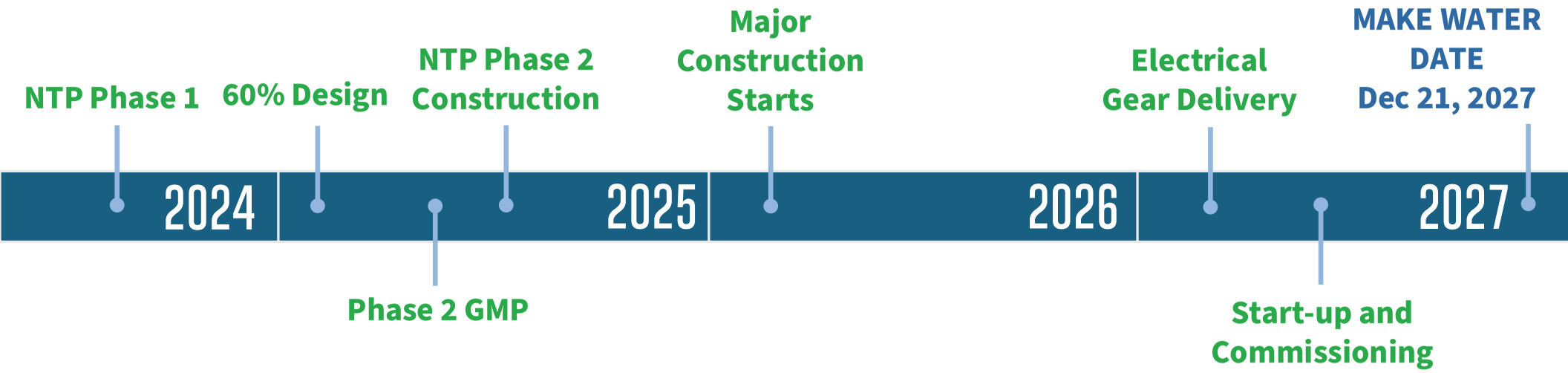
Anthony Baxley, DBIA
Commissioning and Start-up Manager
14 years experience

Agenda

- Critical Aspects
- Innovation
- Schedule
- Closing

Wharton-Smith, Inc
Construction Group

Project Timeline



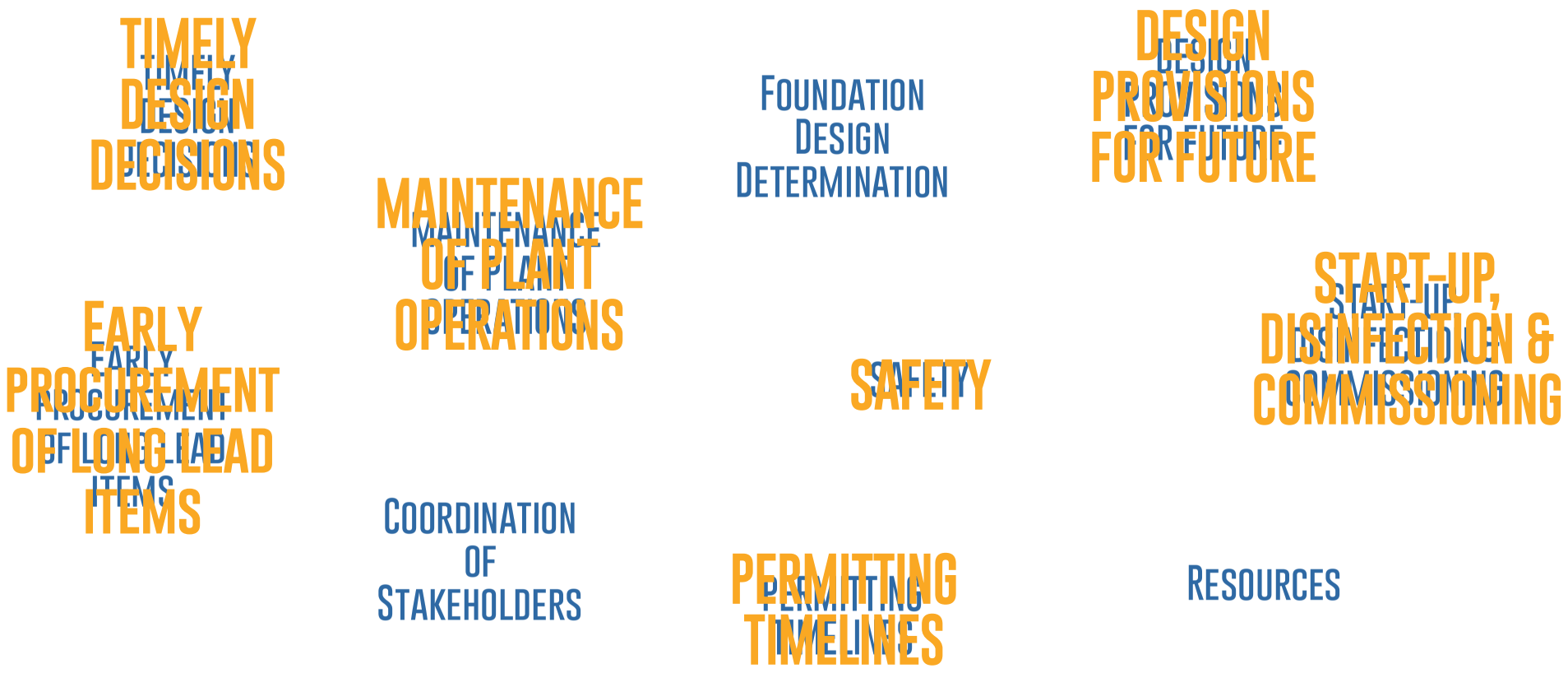
MAKE WATER DATE

DECEMBER 21, 2027

Critical Aspects

Wharton-Smith, Inc
CONSTRUCTION GROUP

Critical Aspects to Meet Project Goals

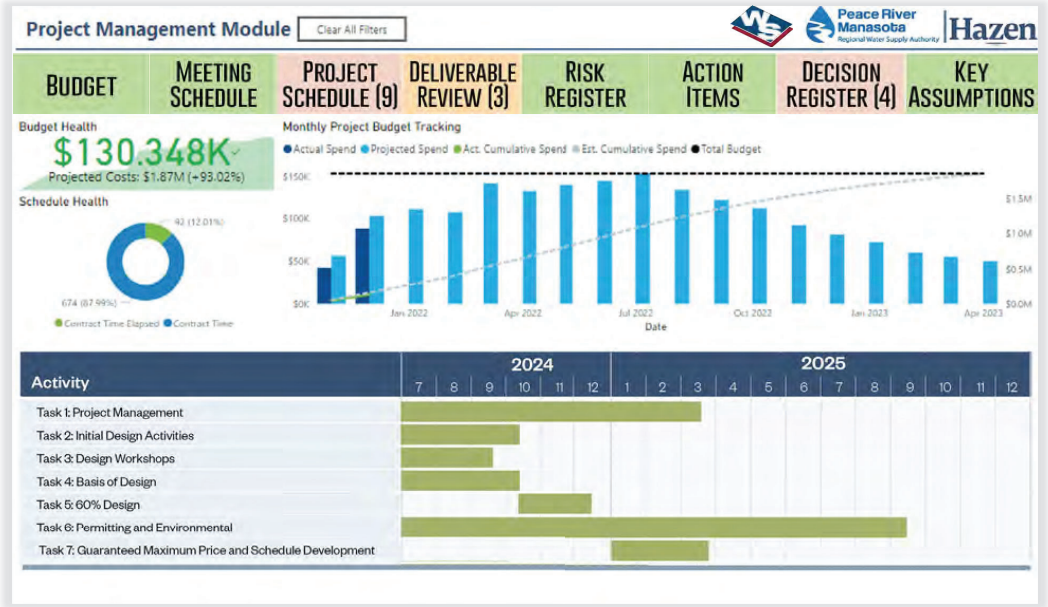


Concurrent Approach to Timely Design Decisions

Gather and Evaluate Data

Identify and Evaluate Options

Design Workshops



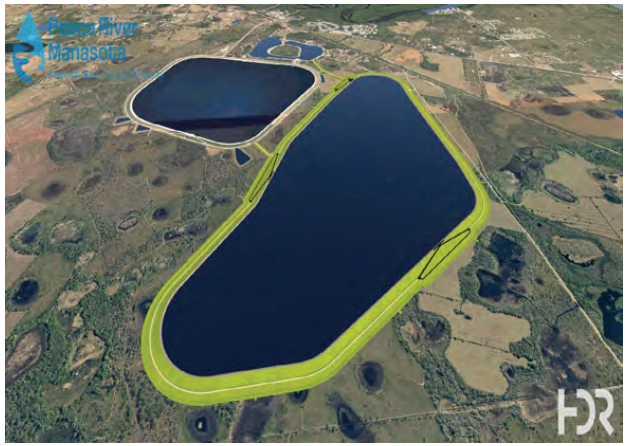
Head Start to Permitting

		Pre-Application Phase		Application Phase	
Agency	**Permit/Process**	**Plan**	**Schedule**	**Plan**	**Schedule**
DeSoto County	Development Order	Pre-application meeting with County.	Early in design task.	Submit conceptual design documents.	Submit with 60% design.
	Improvement Plan			Submit final sealed plans.	Submit after 90% design.
	Building Permits			One Permit per structure, but they can be grouped for whole project.	Pulled prior to construction.
SWFWMD issued Permit No. 49002041.015 Peace River Facility Conceptual Stormwater Plan and Phase 1 Improvements. Due to permit history SWFWMD will issue ERP of this project	Environmental Resource Permit (Ben)	Pre-application meeting with SWFWMD	Early in design task.	ERP application Sections A, C, & E, signed and sealed drawings, wetland delineation, stormwater calculations, project narrative, floodplain compensation, and wetland impacts	Submittal at 60% design phase
USACE	**404 Permitting**	Wetlands on site may be WOTUS and therefore would require a 404 permit.	Early preapplication meeting with Tampa USACE office.	USACE Form 4345, Narrative, Design drawings, wetland delineation	Submittal at 60% design phase
Florida Fish and Wildlife Conservation Commission	Gopher Tortoise Relocation	Complete 15% GT survey, secure relocation reservations, and apply for relocation permit.	During design phase (Relocation permits are good for 12 months and can be extended)	All GT relocations must be completed prior to construction	Gopher Tortoise Relocation
USFWS	**Eastern Indigo Snake**	Conduct a preliminary site survey	Concurrent with gopher tortoise survey	Notify USFWS South Florida Field Office that protection/education plan will be implemented, including posters/ pamphlets, designated agent, and post construction monitoring report.	Eastern Indigo Snake
	ESA Consultation	Due to the proximity of the designated critical habitat for the Florida bonneted bat, and a size greater than 5 acres, a formal consultation must occur with the USFWS.	If a USACE 404 permit is required for wetland impacts, bonneted bat would be evaluated under a Section 7 consultation. If there is no 404 permit required or any other federal nexus (i.e. federal funding) then effects to the bonneted bat would be evaluated under Section 10 of the ESA.	Section 10 evaluations currently have no time limits and are significantly more complex. This is a major schedule risk. The plan is to attempt to secure a Section 7 review and limit review time.	ESA Consultation
FDEP	Public Drinking Water Construction Permit	Pre-application meeting to review early design concepts, confirm requirements.	Meet after 30% design review.	Submit application with sealed BODR and plans.	Post 60%, as plans can be finalized and sealed.
	General NPDES Site Surface Water Management	Not required in early phase.		Permit required for site surface water management during construction, includes SWPPP.	Submit permit and Notice of Intent to Discharge (NOI) under General Permit prior to construction activities

Ensuring Facility Layout Leaves Space for Potential Future Treatment Requirements

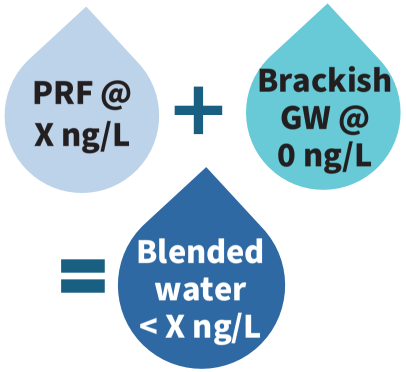
Watershed Management

+



Reservoir Impact on Water Quality

+



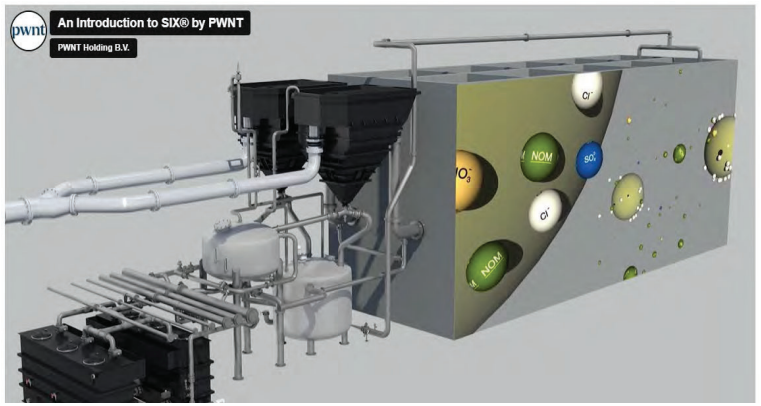
Potential Blending Opportunities

REQUIRES A SYSTEM-WIDE SOLUTION

Our Team has Experience with Potential Technologies for the Future

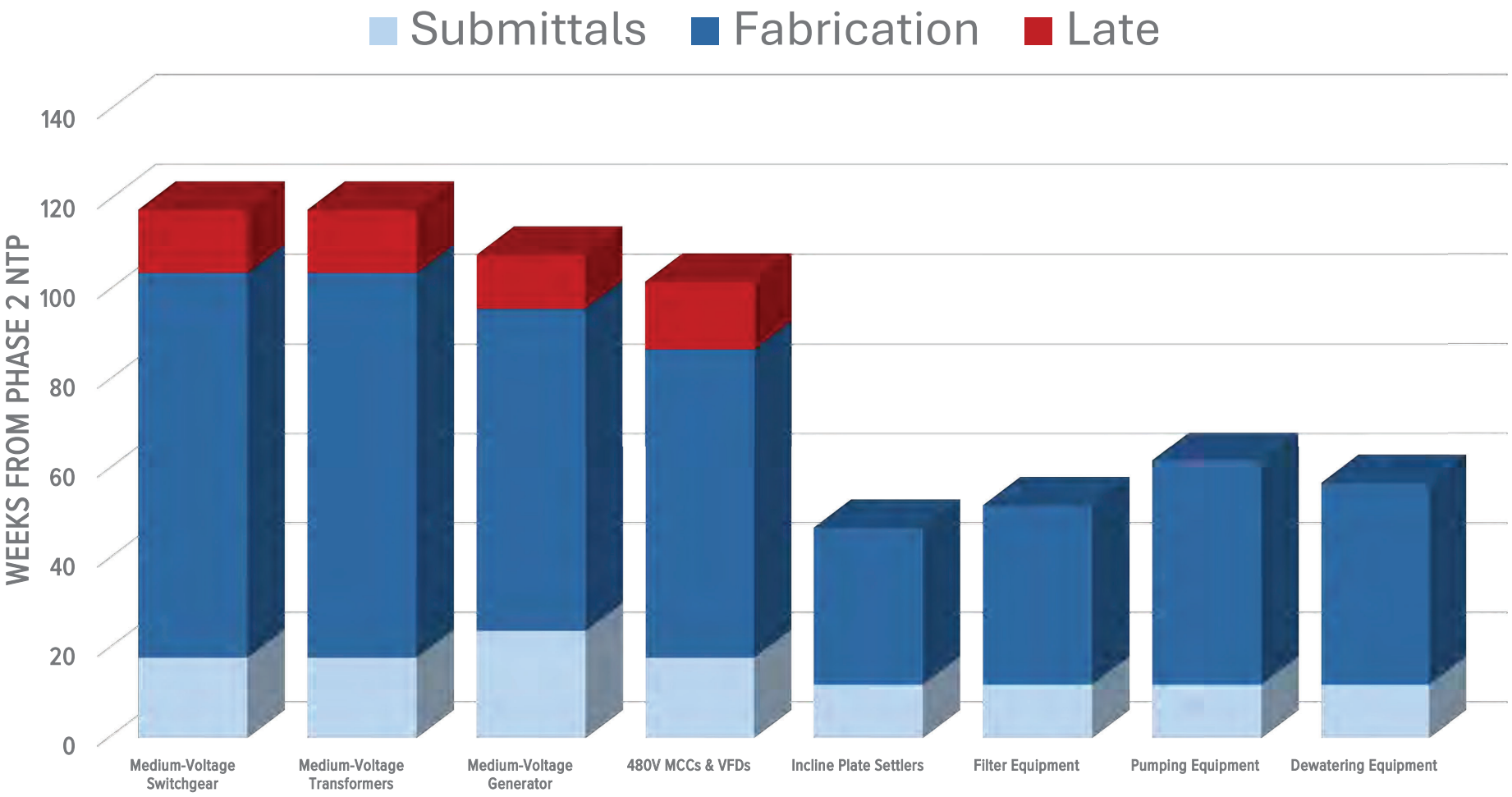
Powder Activated Carbon (PAC)

Granular Activated Carbon (GAC)

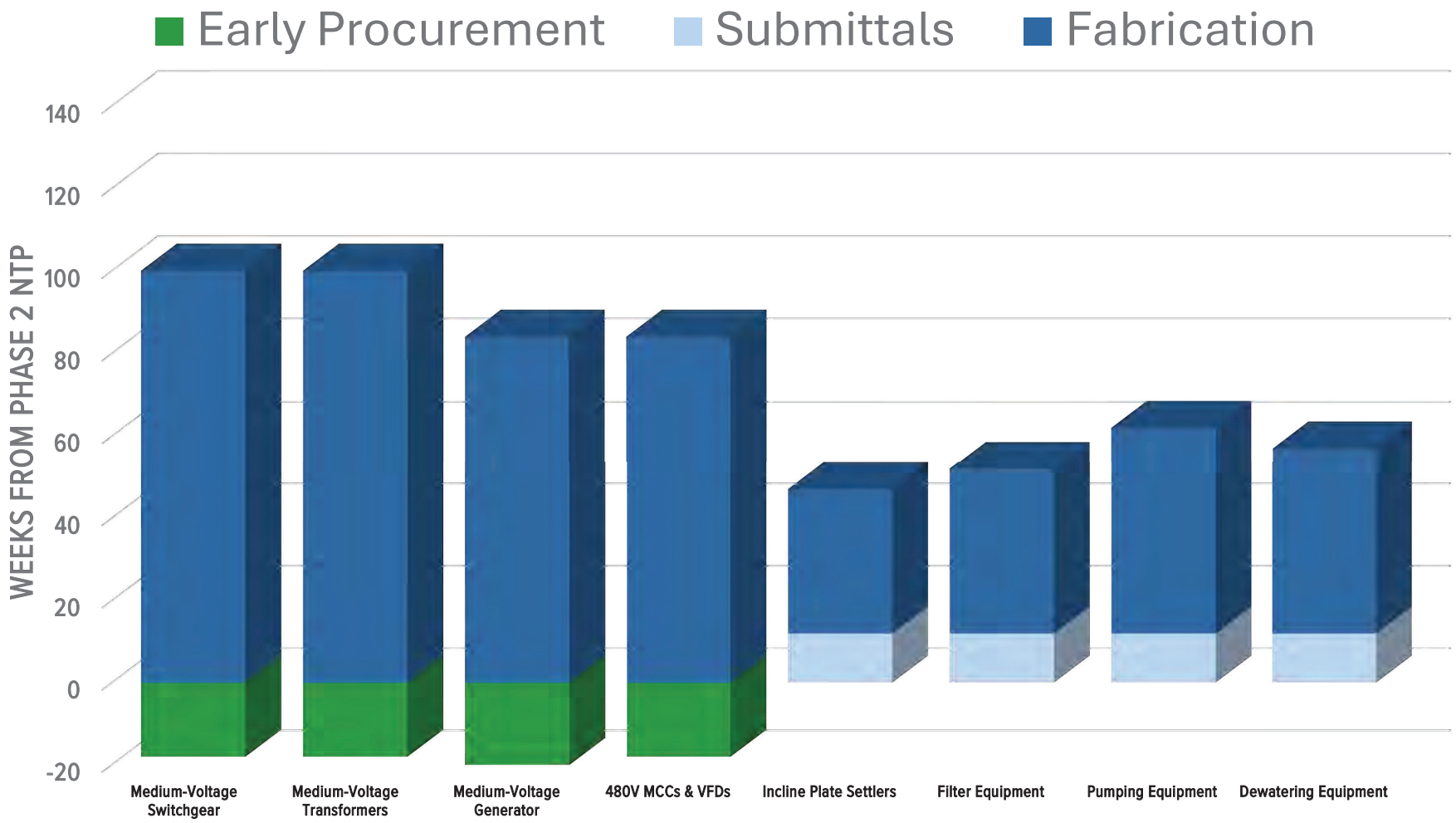


Suspended Ion Exchange (SIX)

Mitigation to Long Lead Equipment



Mitigation to Long Lead Equipment



Owner Direct Purchase

OWNER DIRECT PURCHASE STATS

Over the past 20 years, Wharton-Smith has managed

$1.1 B

in Owner Direct Purchases, providing our clients approximately

$70 M

in tax savings!

1. Our team provides scope, terms, and dates to the Authority

2. The Authority issues a purchase order (PO) to vendor

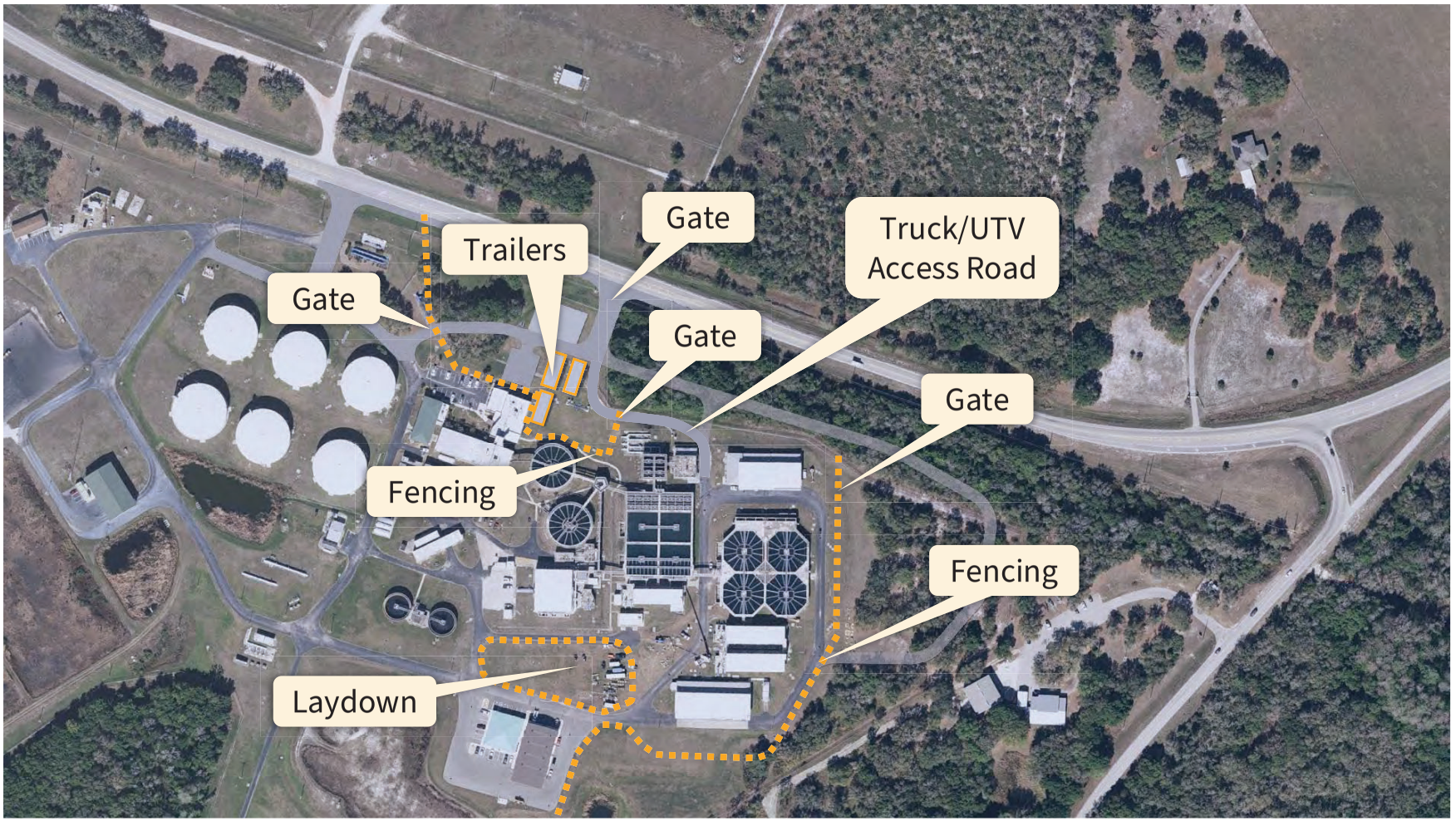
3. The Authority deducts the value of the order from the contract

4. Each vendor sends their invoice to the Authority

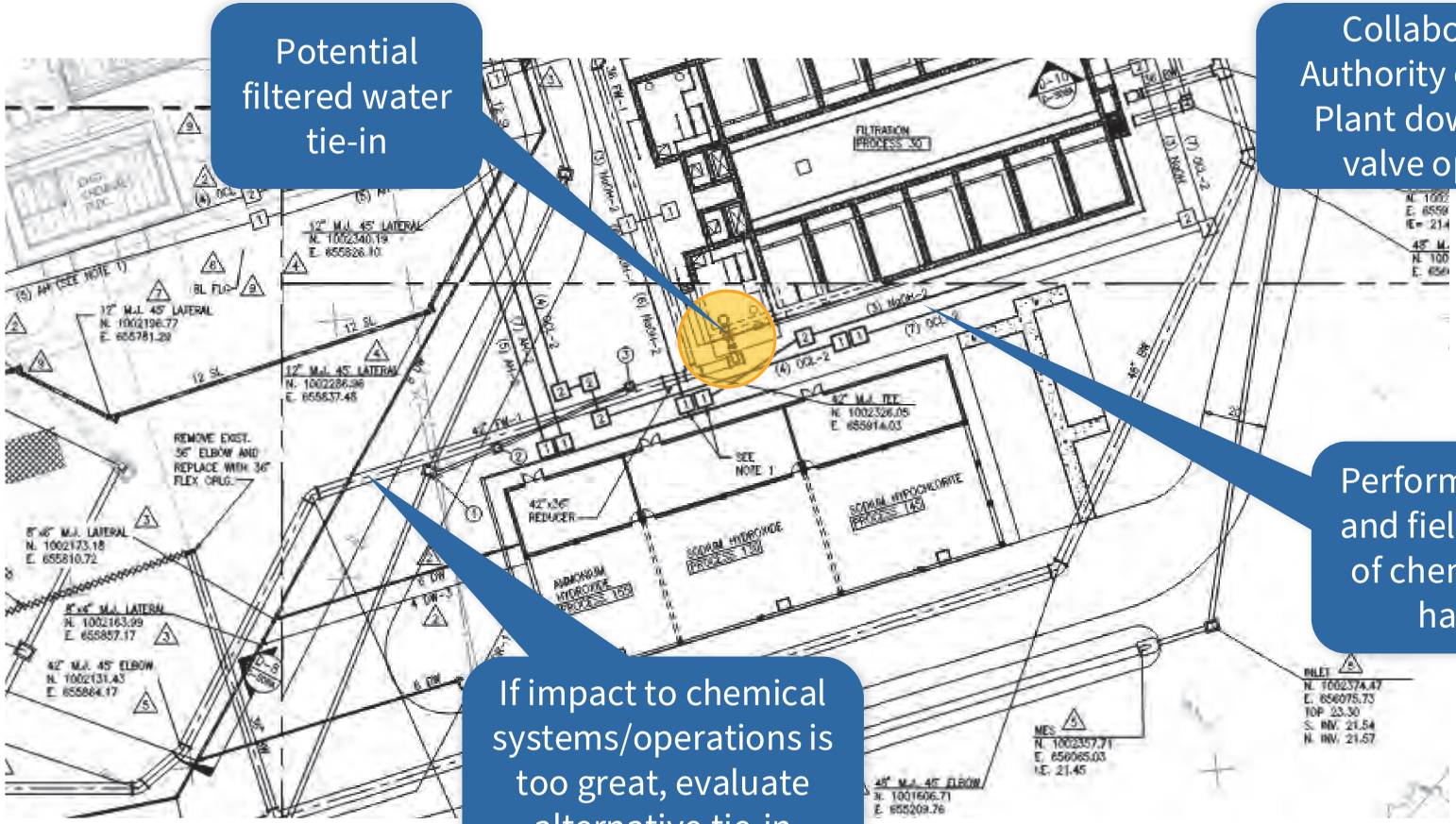
5. Our team reviews and approves the invoices

6. Our team maintains an ODP log with all invoices for the Authority's review

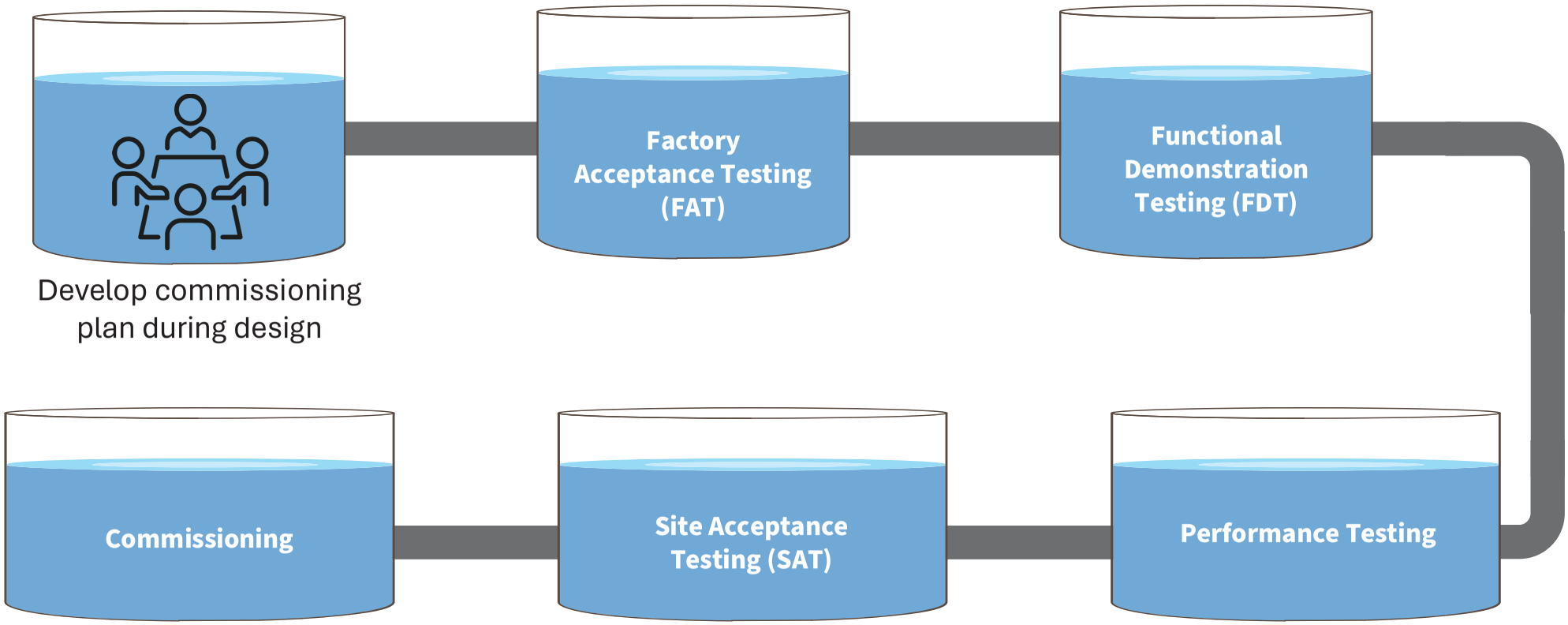
Maintaining Facility Access



DEEP DIVE MOPO – PREVENTS INTERRUPTIONS



Plant Commissioning Starts in Design



Innovation

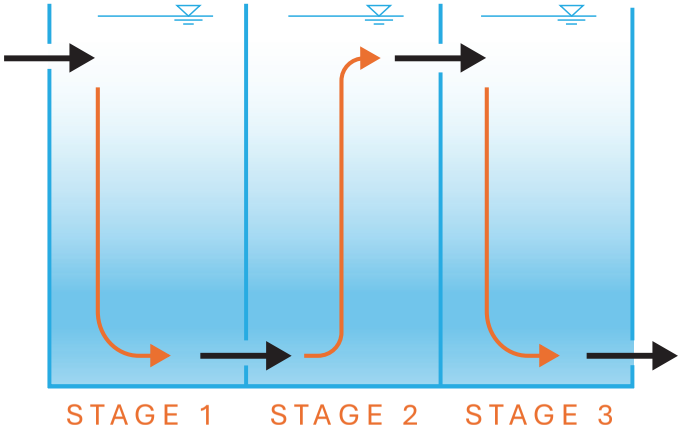
Wharton-Smith, Inc
CONSTRUCTION GROUP

INNOVATIVE DESIGN SOLUTIONS FOR PROJECT SUCCESS
IMPROVED OPERATION & MAINTENANCE
COST SAVINGS
SITE & TREATMENT OPTIMIZATION
GOOD NEIGHBOR
UNINTERRUPTED SERVICE
STARTUP & COMMISSIONING
PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY
Wharton-Smith, Inc.
CONSTRUCTION GROUP
Hazen
ARDURRA
HDR
24

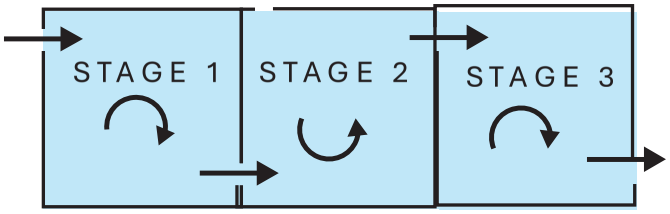
Design/Permitting Innovations
Reduce Size of Rapid Mix Basin
Floc/Sed Basin – Flow distribution, sludge removal, plate settler orientation
Filtration – dedicated backwash, reduced number of cells, materials of construction
Disinfection – remove post-filter contact basin
Right Sizing New Chemical Storage
Solids Blending and Pumping Improvements
Updated Site Layout

Lessons Learned Optimize Pretreatment Configuration

- Serpentine flow to provide plug flow mixing and prevent short circuiting
- Perforated wall design to promote uniform distribution



Section View

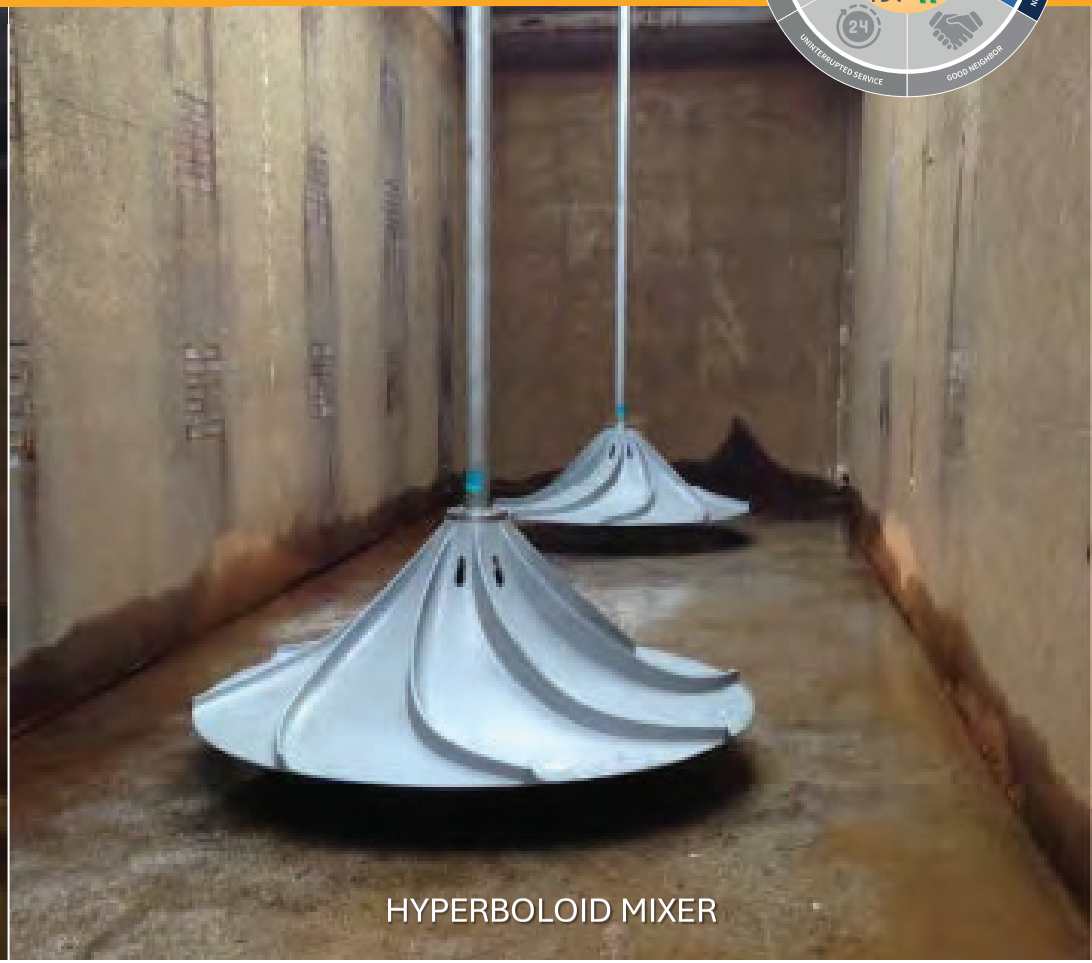


Plan View

Equipment Selection to Reduce Costs and Eases O&M

FLOCCULATORS

HYDROFOIL MIXER



HYPERBOLOID MIXER

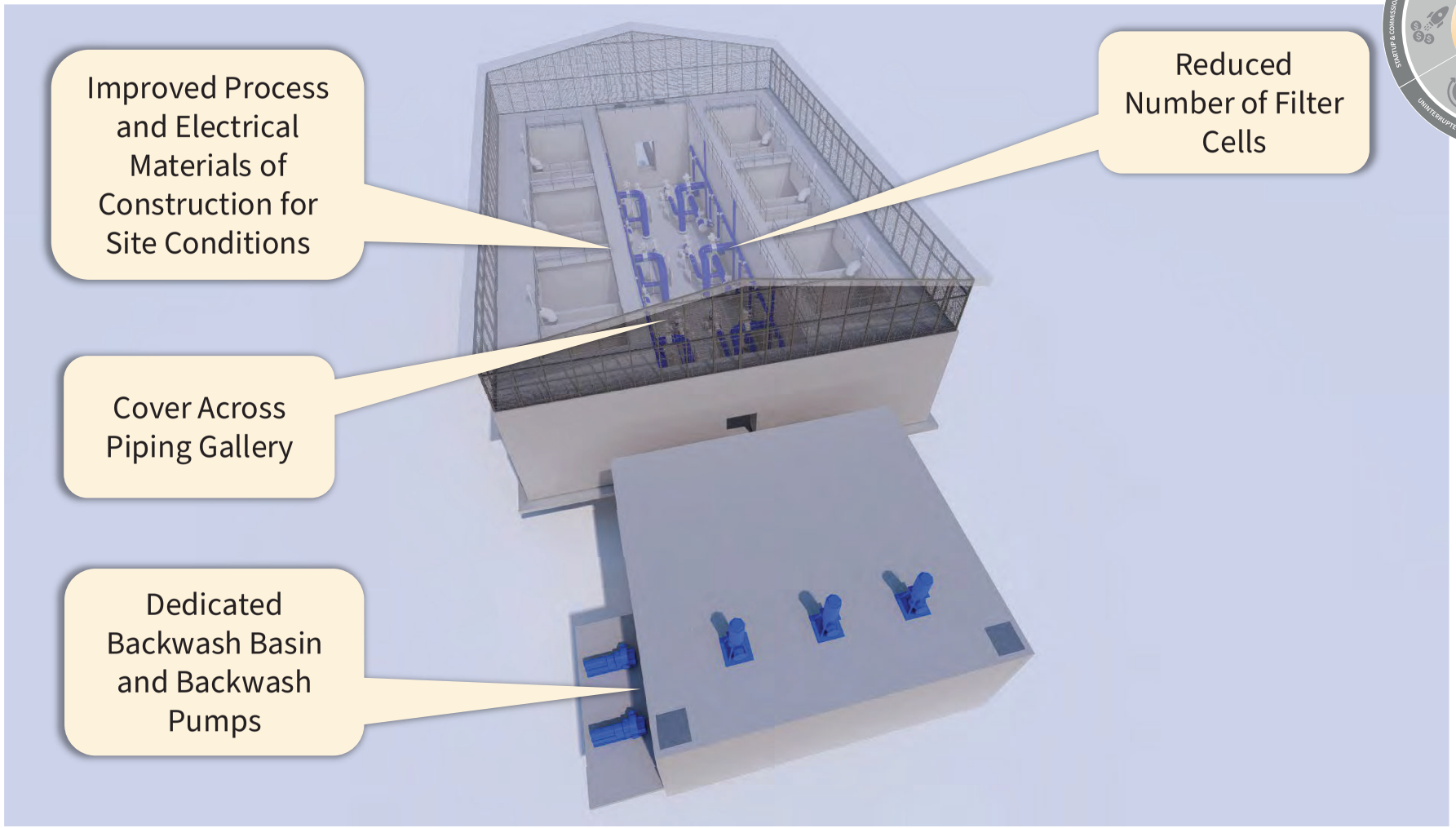
Past Experience Drives Design Success

- Reversed installation for improved water quality
- Hydraulics are critical
- Sludge collector selection depends on loadings
- Algae mitigation considerations

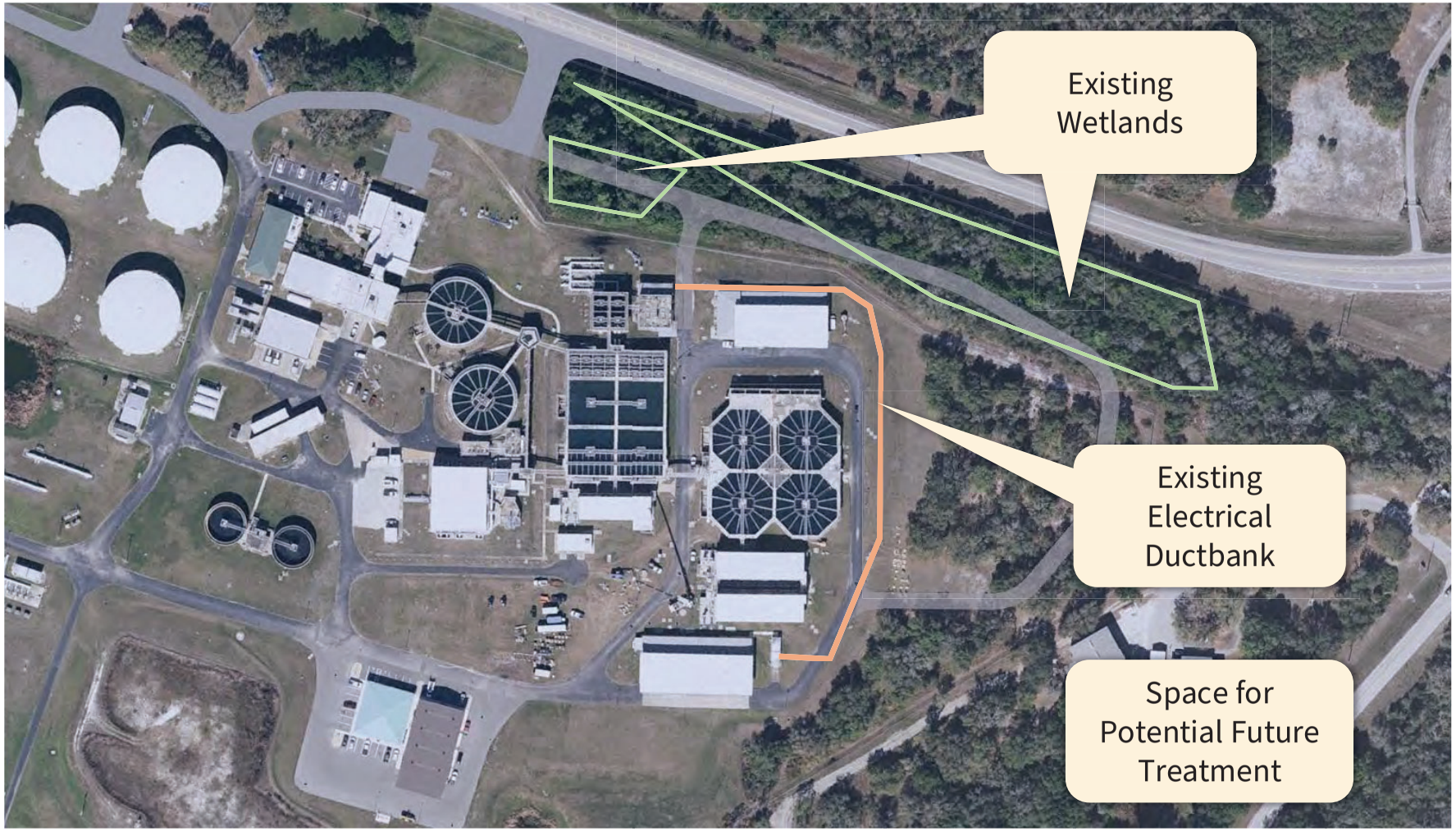
Past Experience Drives Design Success

- Reversed installation for improved water quality
- Hydraulics are critical
- Sludge collector selection depends on loadings
- Algae mitigation considerations

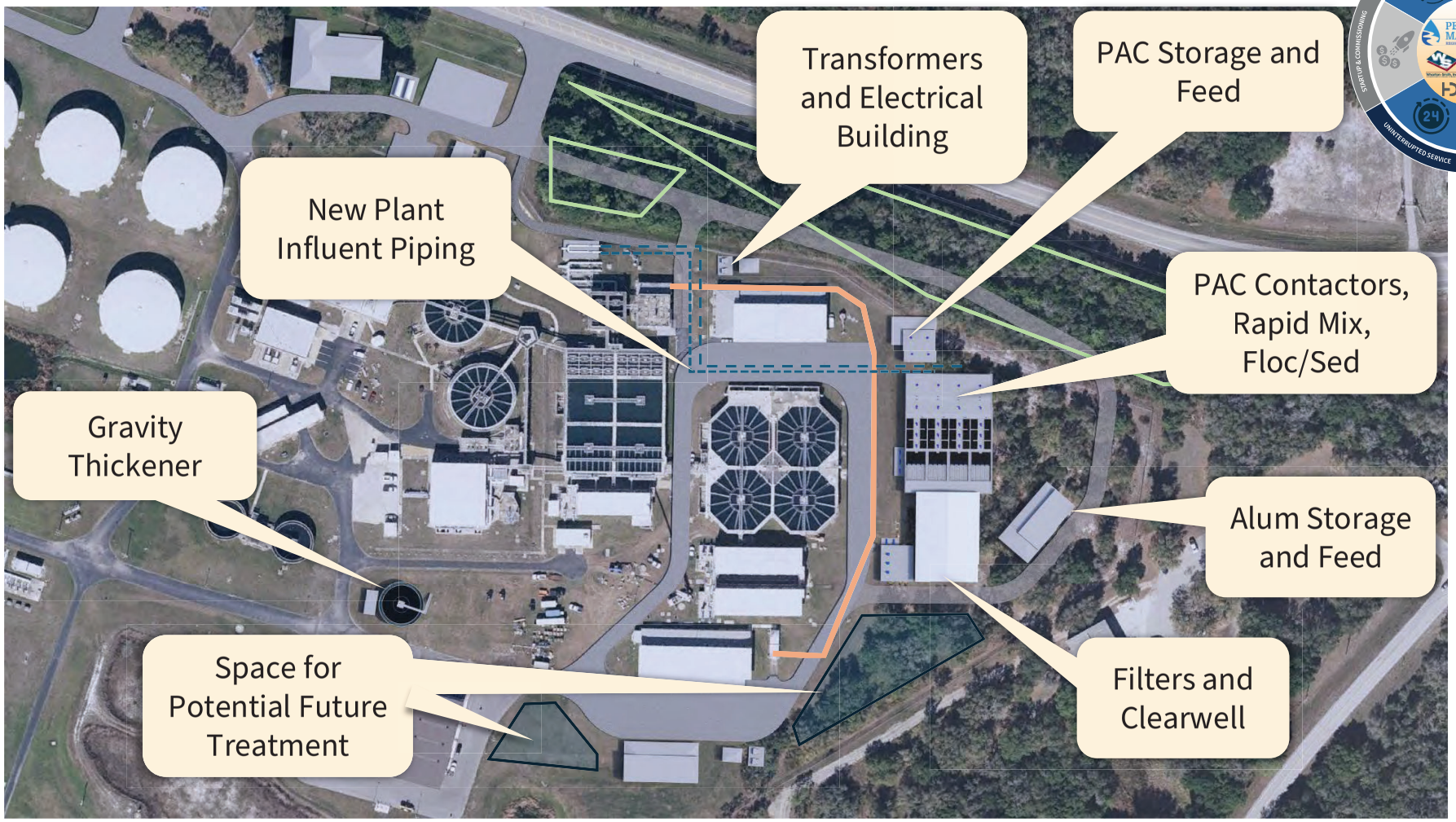
Refined Filter Design Reduces Cost and Simplifies Construction



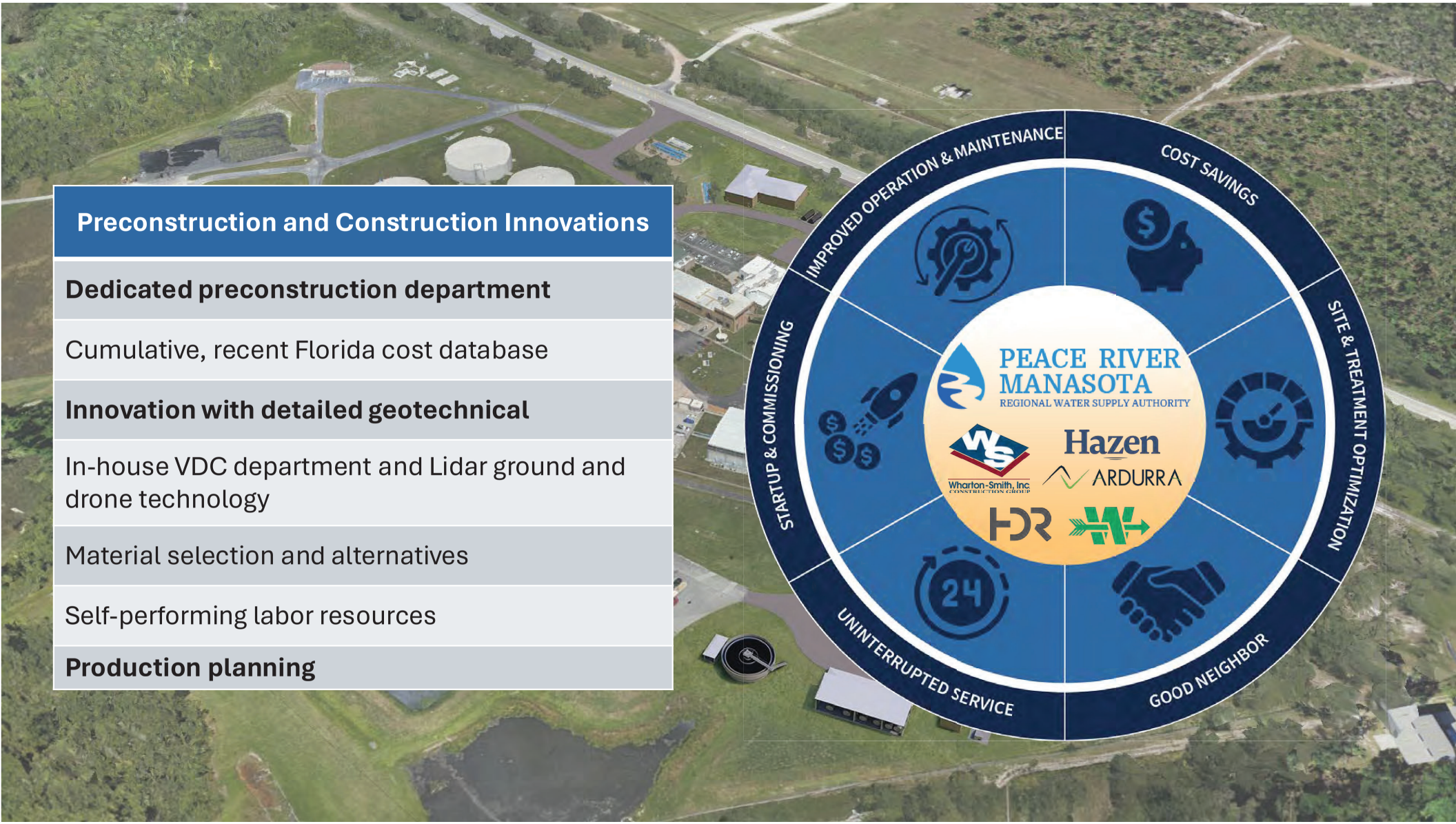
Challenges for Site Layout



Creative Solution to Site Layout



INNOVATIVE CONSTRUCTION SOLUTIONS FOR PROJECT SUCCESS
IMPROVED OPERATION & MAINTENANCE
COST SAVINGS
SITE & TREATMENT OPTIMIZATION
GOOD NEIGHBOR
UNINTERRUPTED SERVICE
STARTUP & COMMISSIONING
PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY
Wharton-Smith, Inc
CONSTRUCTION GROUP
Hazen
ARDURRA
HDR
24



Preconstruction and Construction Innovations
Dedicated preconstruction department
Cumulative, recent Florida cost database
Innovation with detailed geotechnical
In-house VDC department and Lidar ground and drone technology
Material selection and alternatives
Self-performing labor resources
Production planning

Dedicated Preconstruction Department

Todd O'Donnell, DBIA

Total Experience
32 Years

With Wharton-Smith
24 Years

Josh Burns, PE

Total Experience
16 Years

With Wharton-Smith
15 Years

Nathan Hillard, DBIA

Total Experience
22 Years

With Wharton-Smith
20 Years

Erik Anderson, PE, DBIA

Total Experience
20 Years

With Wharton-Smith
19 Years

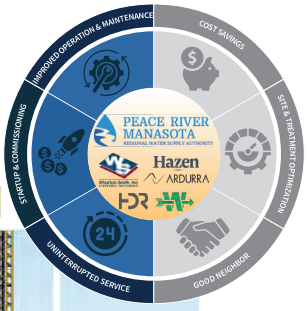
Dwayne Kreidler, PE, DBIA

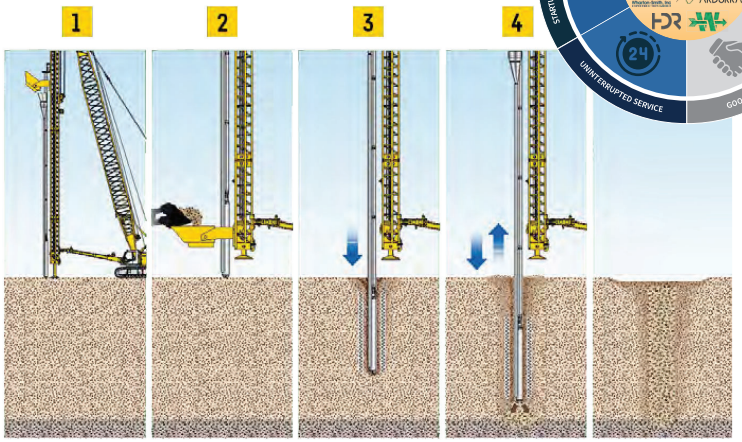
Total Experience
29 Years

With Wharton-Smith
3 Years

Innovation with Early Detailed Geotechnical

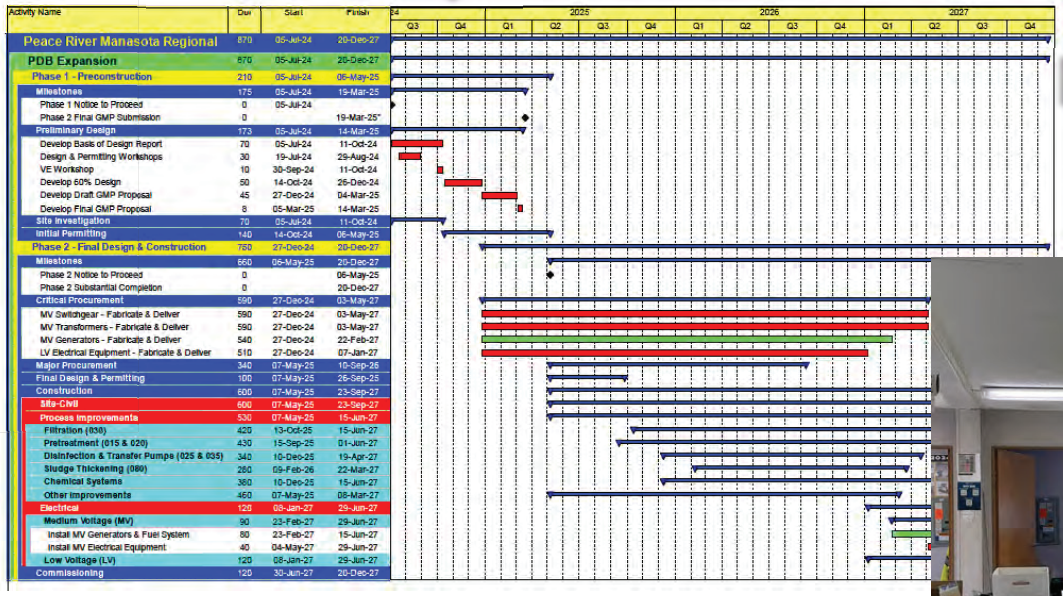
- DCP recommended piles
- Additional testing to gather more geotechnical data
- Vibro stone columns
- Benefits:
  - Schedule and cost savings
  - Reducing impact to public/environment
  - Sequence of construction
  - Ease of constructability





DRIGGERS ENGINEERING SERVICES INCORPORATED
Geotechnical Engineering & Construction Materials Testing

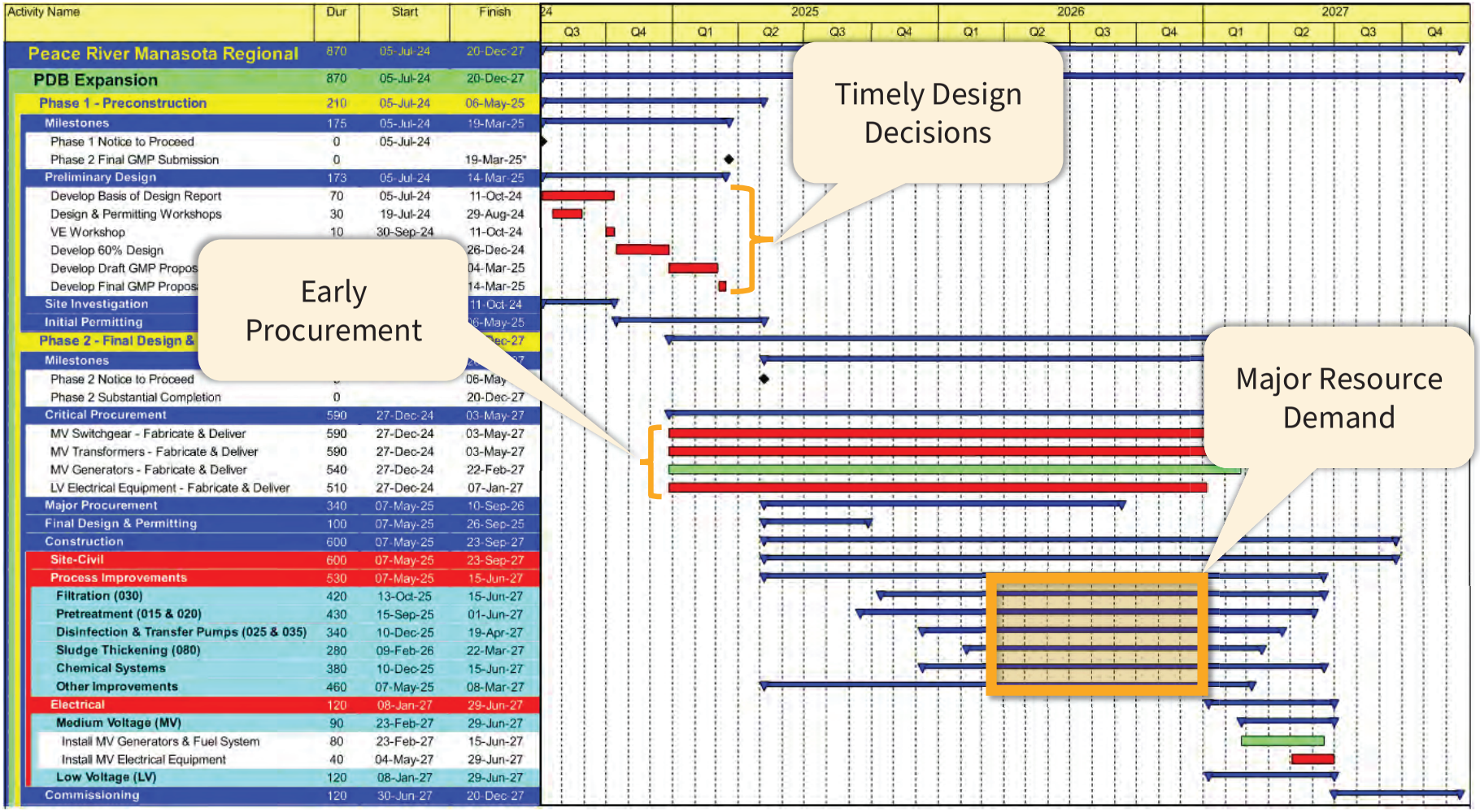
PROJECT PLANNING INNOVATION



SCHEDULE

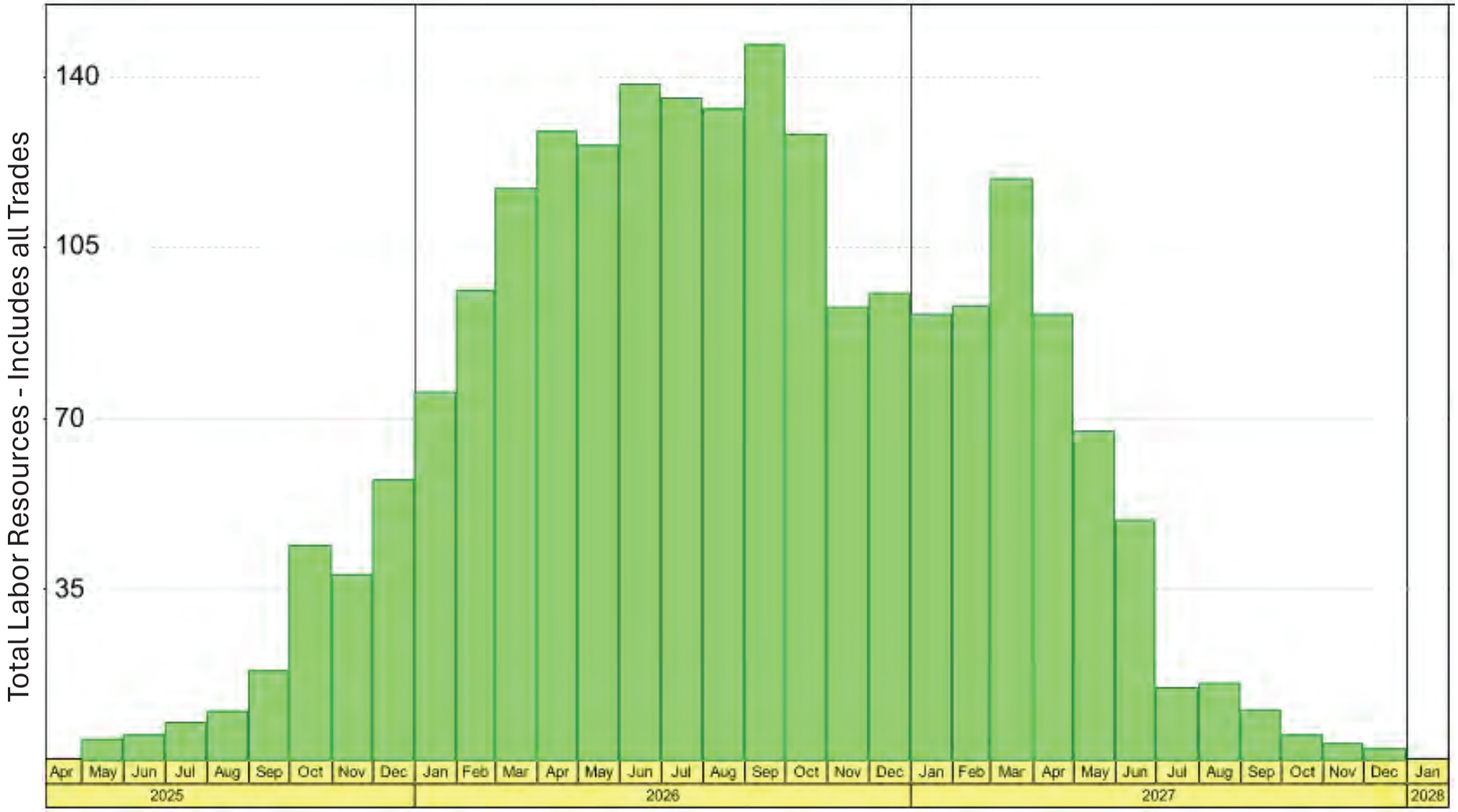
Wharton-Smith, Inc
CONSTRUCTION GROUP

P6 Critical Path Schedule

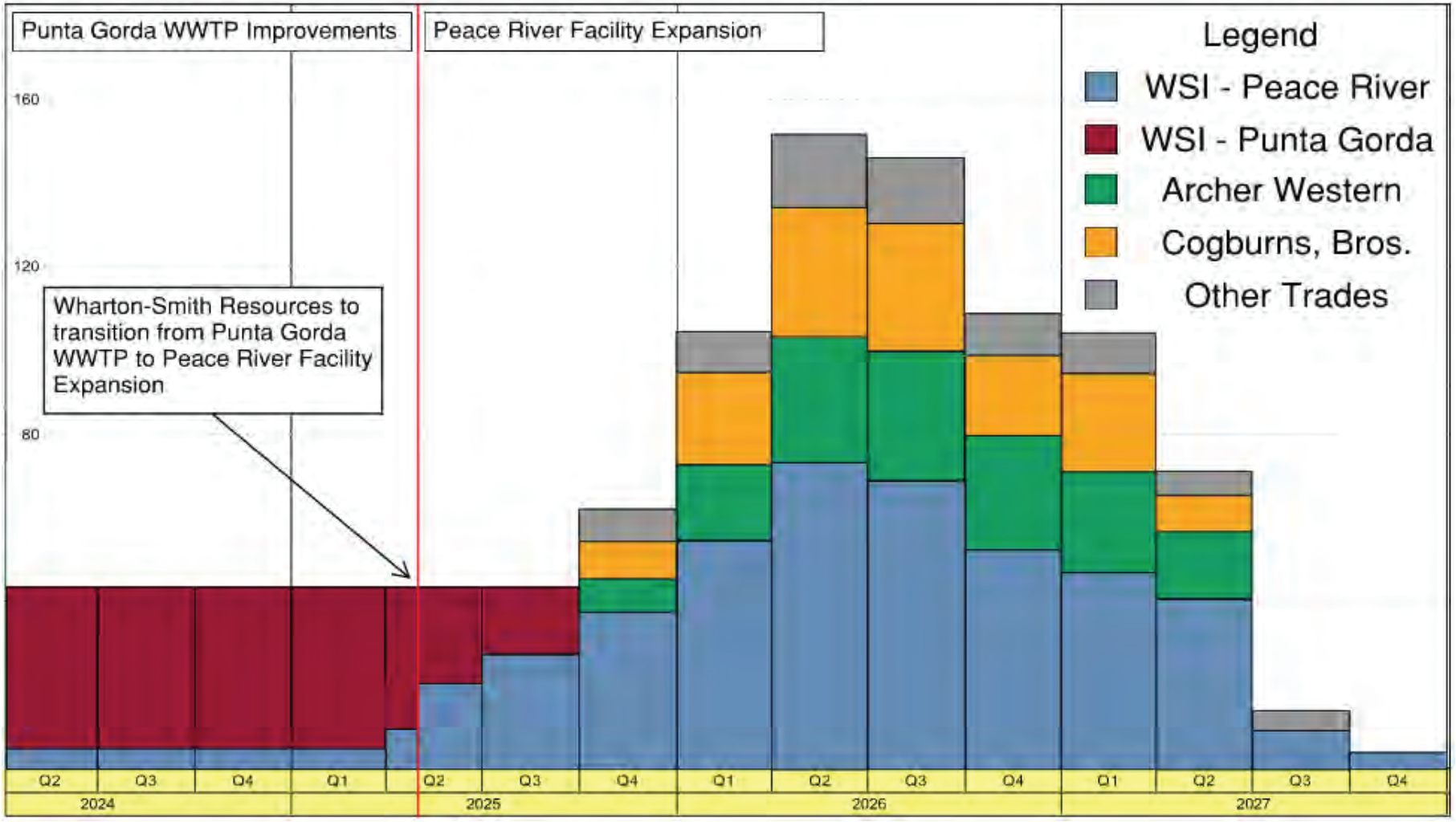


Activity Name	Dur	Start	Finish
Peace River Manasota Regional	870	05-Jul-24	20-Dec-27
PDB Expansion	870	05-Jul-24	20-Dec-27
Phase 1 - Preconstruction	210	05-Jul-24	06-May-25
Milestones	175	05-Jul-24	19-Mar-25
Phase 1 Notice to Proceed	0	05-Jul-24	
Phase 2 Final GMP Submission	0		19-Mar-25*
Preliminary Design	173	05-Jul-24	14-Mar-25
Develop Basis of Design Report	70	05-Jul-24	11-Oct-24
Design & Permitting Workshops	30	19-Jul-24	29-Aug-24
VE Workshop	10	30-Sep-24	11-Oct-24
Develop 60% Design			26-Dec-24
Develop Draft GMP Propos			04-Mar-25
Develop Final GMP Propos			14-Mar-25
Site Investigation			11-Oct-24
Initial Permitting			06-May-25
Phase 2 - Final Design &			ec-27
Milestones			
Phase 2 Notice to Proceed			06-May
Phase 2 Substantial Completion	0		20-Dec-27
Critical Procurement	590	27-Dec-24	03-May-27
MV Switchgear - Fabricate & Deliver	590	27-Dec-24	03-May-27
MV Transformers - Fabricate & Deliver	590	27-Dec-24	03-May-27
MV Generators - Fabricate & Deliver	540	27-Dec-24	22-Feb-27
LV Electrical Equipment - Fabricate & Deliver	510	27-Dec-24	07-Jan-27
Major Procurement	340	07-May-25	10-Sep-26
Final Design & Permitting	100	07-May-25	26-Sep-25
Construction	600	07-May-25	23-Sep-27
Site-Civil	600	07-May-25	23-Sep-27
Process Improvements	530	07-May-25	15-Jun-27
Filtration (030)	420	13-Oct-25	15-Jun-27
Pretreatment (015 & 020)	430	15-Sep-25	01-Jun-27
Disinfection & Transfer Pumps (025 & 035)	340	10-Dec-25	19-Apr-27
Sludge Thickening (080)	280	09-Feb-26	22-Mar-27
Chemical Systems	380	10-Dec-25	15-Jun-27
Other Improvements	460	07-May-25	08-Mar-27
Electrical	120	08-Jan-27	29-Jun-27
Medium Voltage (MV)	90	23-Feb-27	29-Jun-27
Install MV Generators & Fuel System	80	23-Feb-27	15-Jun-27
Install MV Electrical Equipment	40	04-May-27	29-Jun-27
Low Voltage (LV)	120	08-Jan-27	29-Jun-27
Commissioning	120	30-Jun-27	20-Dec-27

Identifying Resource Allocations



Addressing Resource Allocations



Closing

Wharton-Smith, Inc
CONSTRUCTION GROUP

Why Our Team

- ✓ History of Proven Collaboration
- ✓ Fully Developed Team
- ✓ We Know Your Facilities

WE ARE COMMITTED AND READY TO GET TO WORK!

Wharton-Smith, Inc
CONSTRUCTION GROUP

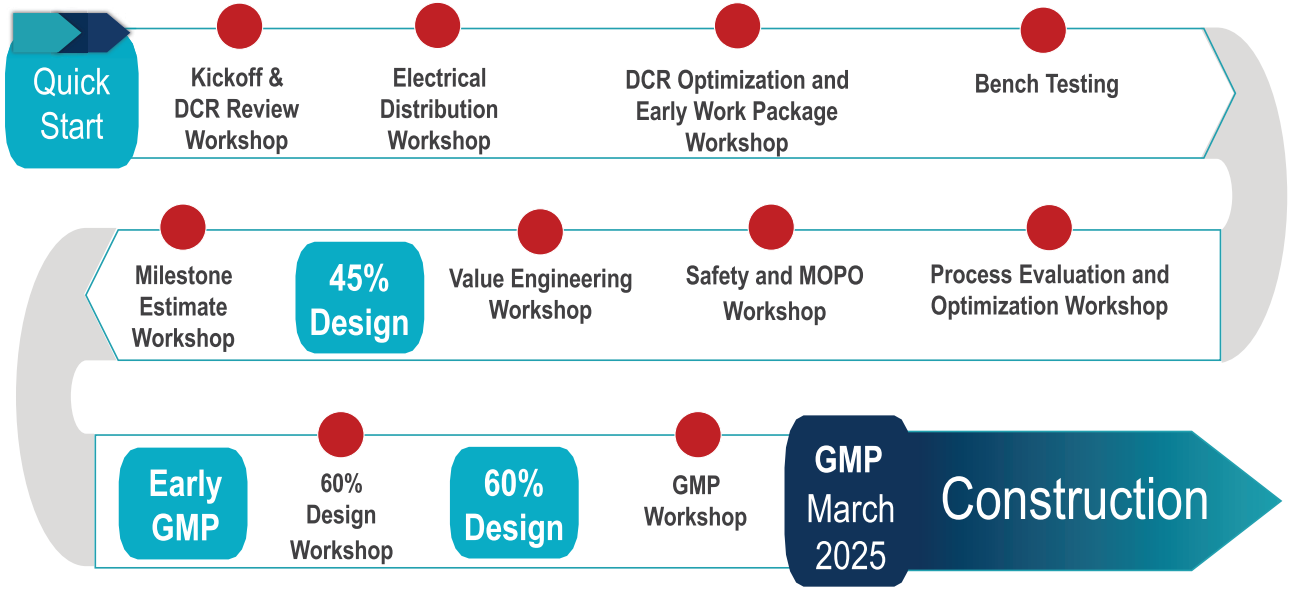
1984 CELEBRATING 2024
40 years

Peace River Manasota
Regional Water Supply Authority

Solely dedicated to collaborative delivery projects, our team's approach ensures a partnership mentality with the Authority.

- **100% Collaborative Delivery.** At every phase — we form a partnership with the Authority and O&M staff
- **100% Commitment.** Ready to start today, at risk, to meet the Authority's desired GMP date.
- **Self-Performance.** We will self-perform up to 70% of the work to enhance quality, control schedule and deliver best value.
- **Hand-Picked Design-Build Team.** All design-build experts. We will meet in-person, whenever you need.
- **Safety Matters.** Reduces insurance costs and 152 fewer jobsite injuries than our peers.

Our unified team is local and nationally recognized experts specializing in water treatment plants. As a result, we will deliver the PRF project on schedule, in alignment with your budget, while delivering the best value for every dollar invested.



Our team is 100% committed to the Authority's project.
We are not going after Vero Beach or Winter Haven.
We will not swap out team members.

We will ensure success without distraction and will accept the contract today unamended.

Sincerely,

Bryan Bedell, DBIA | The Haskell Company

HASKELL AECOM

Haskell Team's Conceptual Layout | 10% Savings from the DCR

A more compact and efficient design reduces cost through consolidating structures, using commonwall construction, minimizing electrical ductbank and reducing piping runs — All while maintaining the integrity of the DCR concept.

Adding Flexibility and Improving Operational Performance

Our innovative solution improves the reliability, enhances the ability to turndown and allows easier operation and maintenance of the PRF expansion.

Minimizing Impacts to Plant Operations and the Community

Our construction and startup plan takes full-advantage of the existing site to minimize impacts during construction to ongoing operations, site access and traffic.

HASKELL AECOM

PEACE RIVER FACILITY EXPANSION PROJECT

FINAL DESIGN, PERMITTING, AND CONSTRUCTION

May 20, 2024

PCL CONSTRUCTION | carollo

WITH YOU SINCE 1996
FUTURE

YOUR TOP TEAM

We are an extension of your staff

WE BRING THE MOST SHARED EXPERIENCE

CELEBRATING 28 YEARS OF WORKING TOGETHER

We have completed

100+

projects together totaling

$1.6B

38

Water projects with a total value of $685M

45

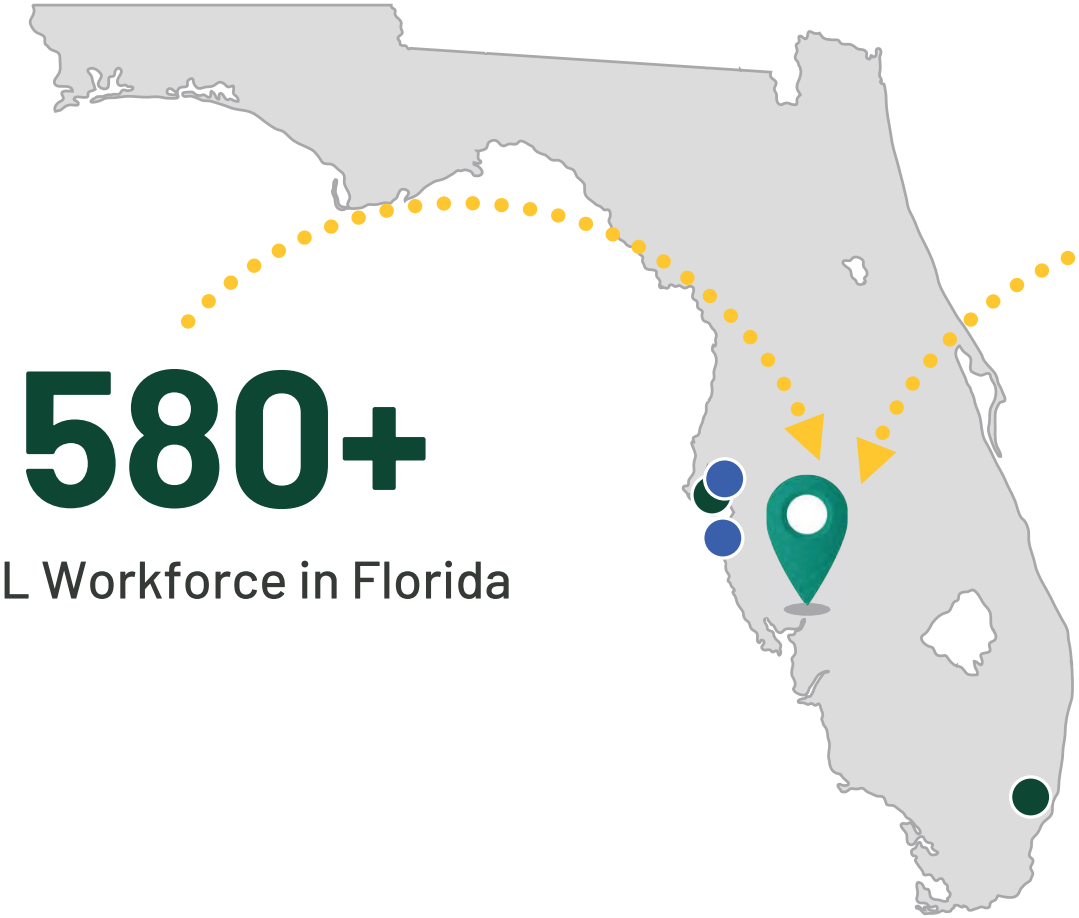
Collaborative delivery projects with a total value of $634M

4

PDB projects together in Florida

+

LOCAL STRENGTH



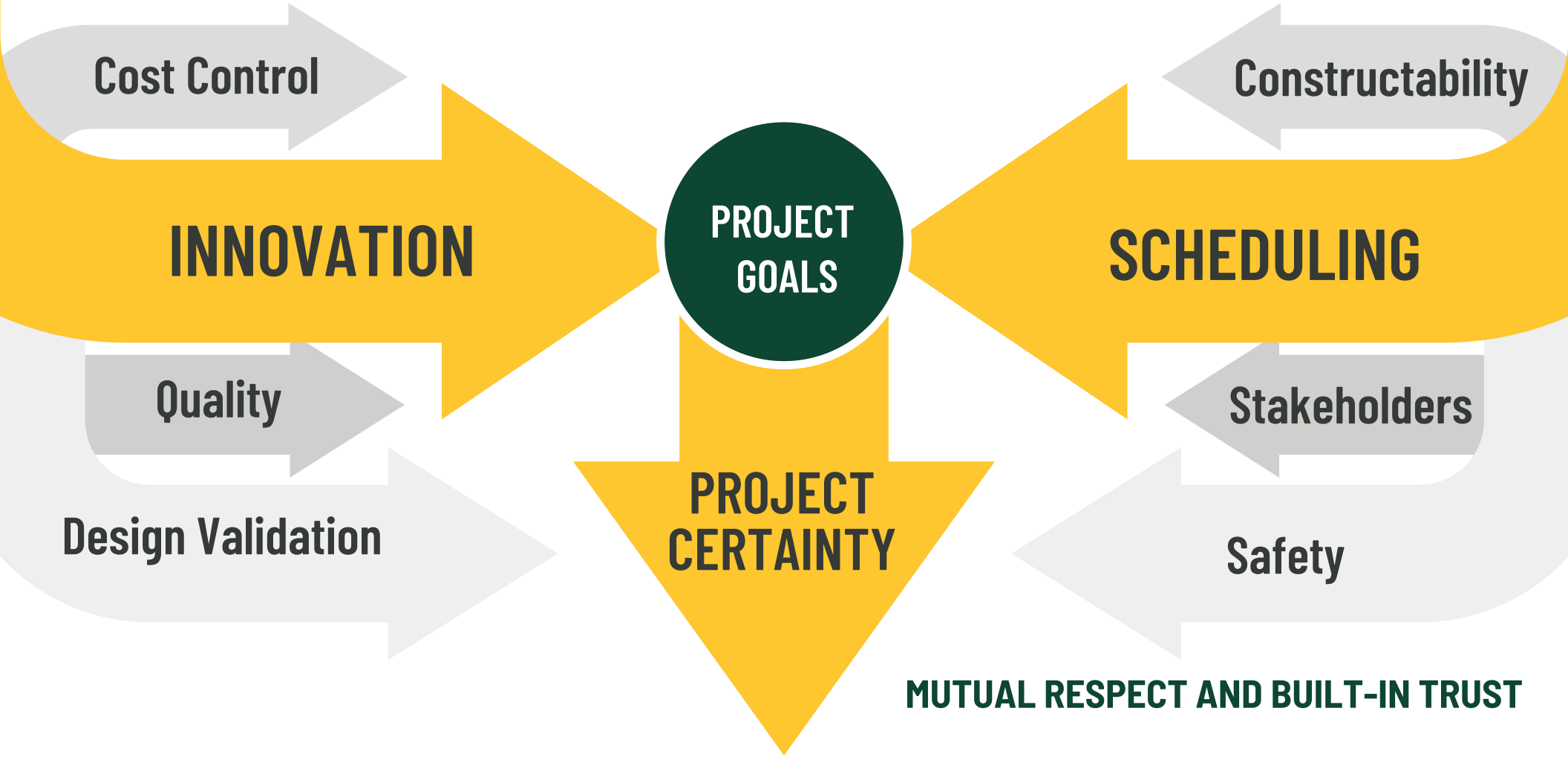
580+

PCL Workforce in Florida

1,525+

Carollo and Kimley Horn Staff in Florida

Healthy Push and Pull



MUTUAL RESPECT AND BUILT-IN TRUST

WOVEN THROUGHOUT

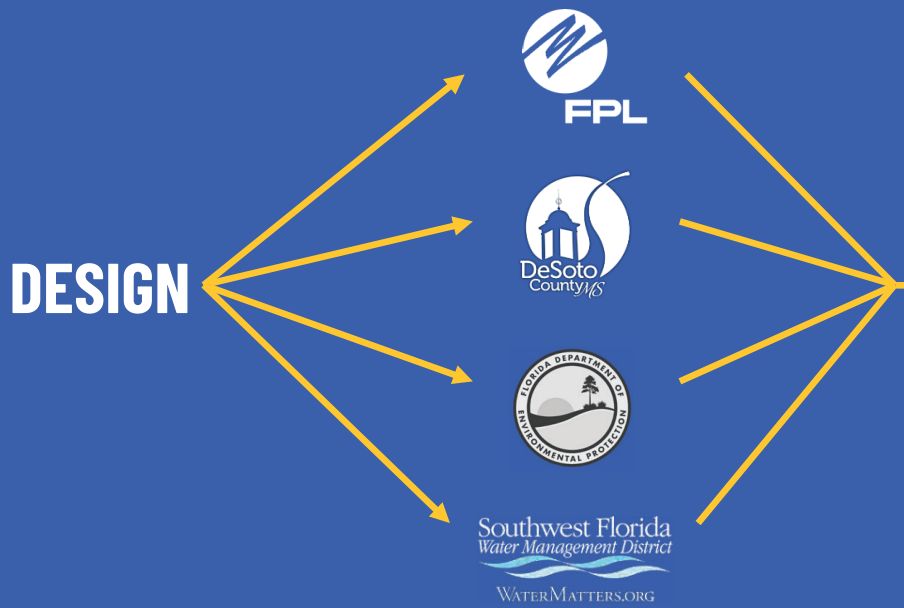
DESIGN AND PRECONSTRUCTION

One Team, One Goal, ZERO Surprises

NTP Phase 1
June 6, 2024

DESIGN AND PRECONSTRUCTION

3RD PARTY COORDINATION



TIMING IS EVERYTHING

DESIGN AND PRECONSTRUCTION

Start Ahead, Stay Ahead

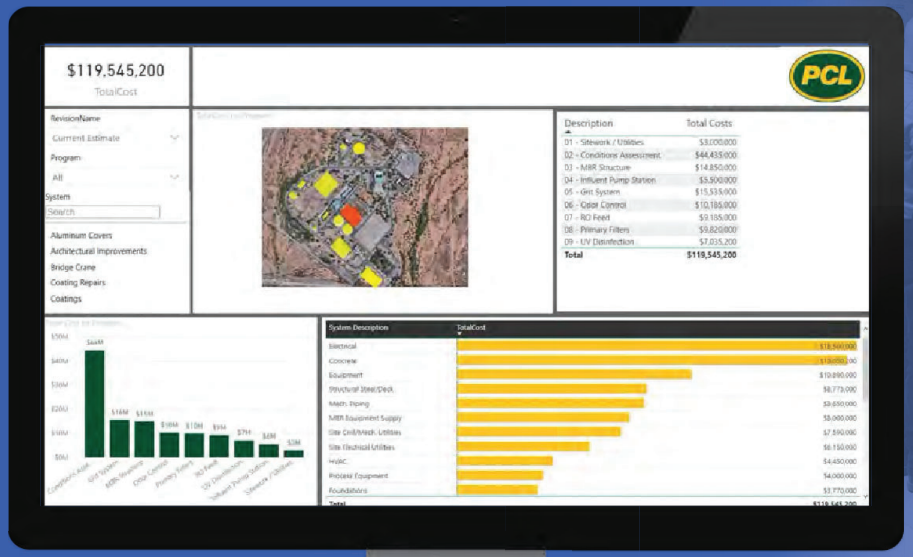
- Precon allowance for early procurement expenditures
- Smart, early expenditures; not additional
- Schedule acceleration and schedule certainty
- Risk mitigation and contingency management

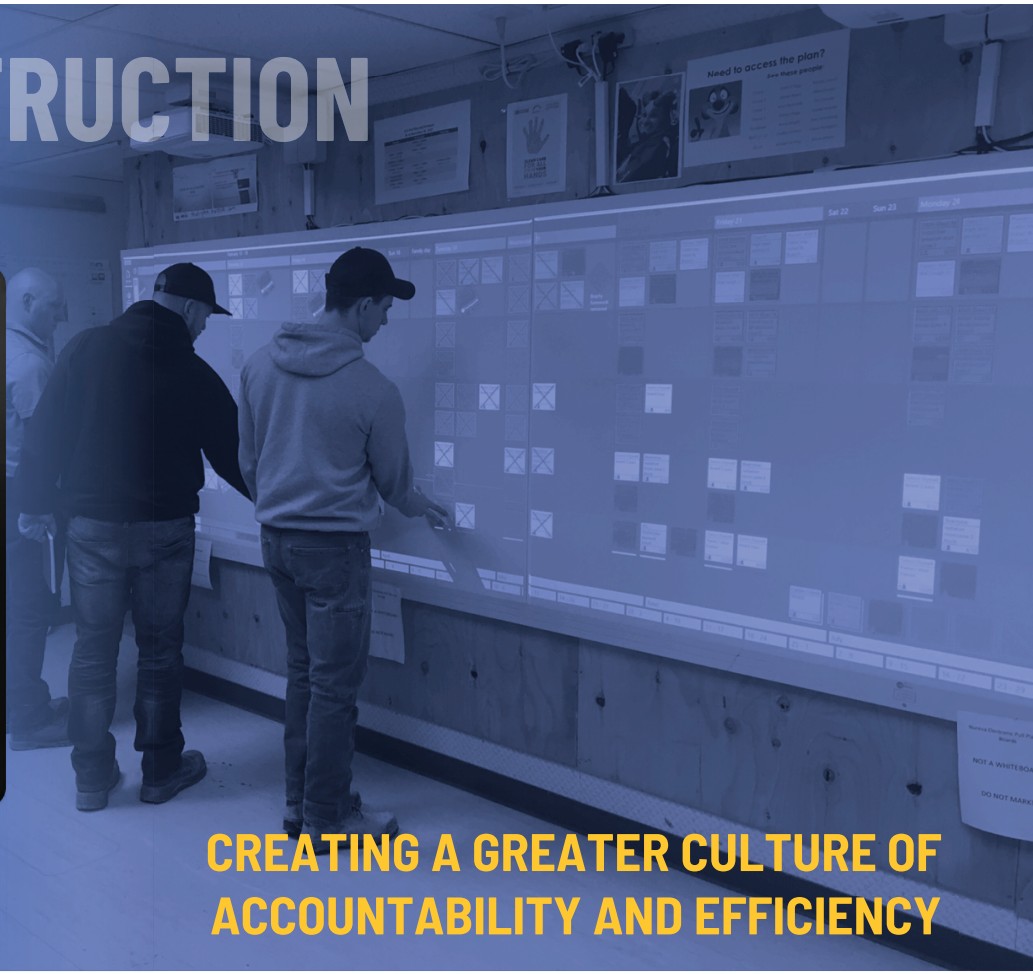
NTP Phase 1
June 6, 2024

EARLY COST AND SCHEDULE CONFIDENCE

DESIGN AND PRECONSTRUCTION

Big Room Planning Together



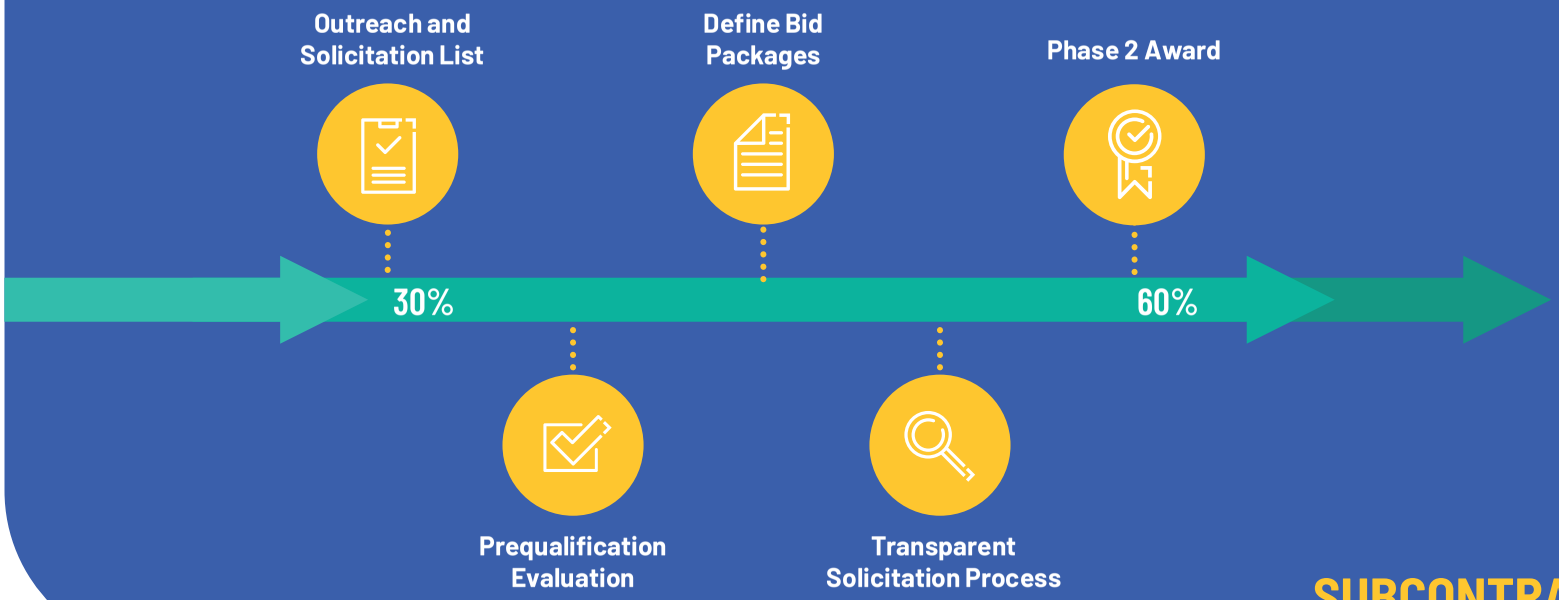


DESIGN COORDINATION

CREATING A GREATER CULTURE OF ACCOUNTABILITY AND EFFICIENCY

DESIGN AND PRECONSTRUCTION

Trust Through Transparency



CHOOSING OUR SUBCONTRACTORS TOGETHER

DESIGN AND PRECONSTRUCTION

Going Above and Beyond Procurement

- Long lead equipment and owner purchasing
- Leveraging vendor relationships to benefit schedule
- Advancing design for submittals and locking in process
- Greater cost and schedule certainty

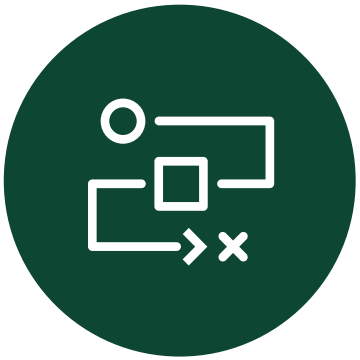
PROACTIVE PDB FOR ZERO SURPRISES

SCHEDULE ACCELERATORS

Thought Leadership on Plant and Process

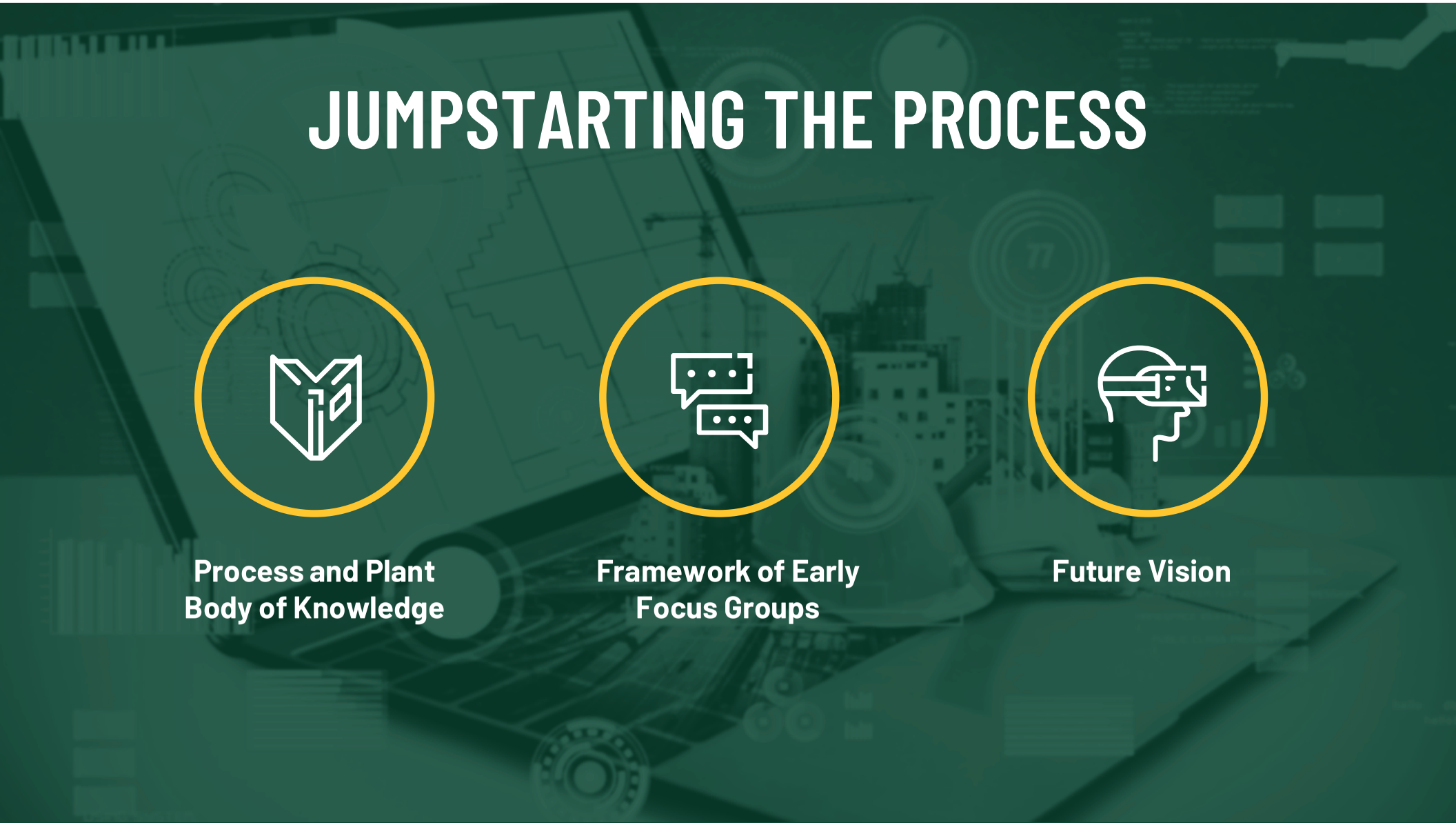
Time-Tested, Proven Designs, Customized for You

Early Procurement and ODP



3rd Party Coordination and Early Works

JUMPSTARTING THE PROCESS



Process and Plant Body of Knowledge

Framework of Early Focus Groups

Future Vision

INNOVATION

COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

1. **Leverage train RW line for PAC contact**
2. **FLOC tanks in series**
3. **Covers over the plates for WQ**
4. **Supplemental BW to allow for turndown**
5. **Delete disinfection basin**
6. **Direct residuals to common blending**
7. Flash mixing that is not impacted by flow rate
8. Ability to turn off last stage of flocculation at low flow
9. Distribute flow with headloss prior to forming a shear sensitive floc
10. Activate floc aid polymer correctly and dose uniformly
11. Utilize low shear flocculation technologies
12. Headloss in plate system for good distribution
13. Utilize v-notch weirs not the standard flat weirs, in the plate system
14. Provide enough clearance under plates to prevent carryover
15. Avoid anaerobic conditions in dewatering process
16. Flow control into train – two control valves to cover the range of flows
17. Sludge collectors oriented perpendicular to flow
18. Solids concentration monitoring
19. Track chemical turndown
20. Floc/sed basin refill approach
21. Pump basin solids to get uniform collection
22. Submarine hatch for basin entry instead of ladders
23. Chemical liners for tank longevity
24. Virtual day tank
25. Top and side chemical tank entry for safety
26. Separate chemical tank vents to prevent fume migration
27. Delete piles and move to shallow foundations

ALL THAT'S MISSING IS YOU.

INNOVATION

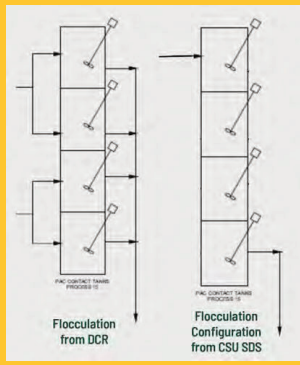
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Slurry line and injection quills would provide 3 to 15 minutes of additional PAC contact time with minimal added construction cost

INNOVATION

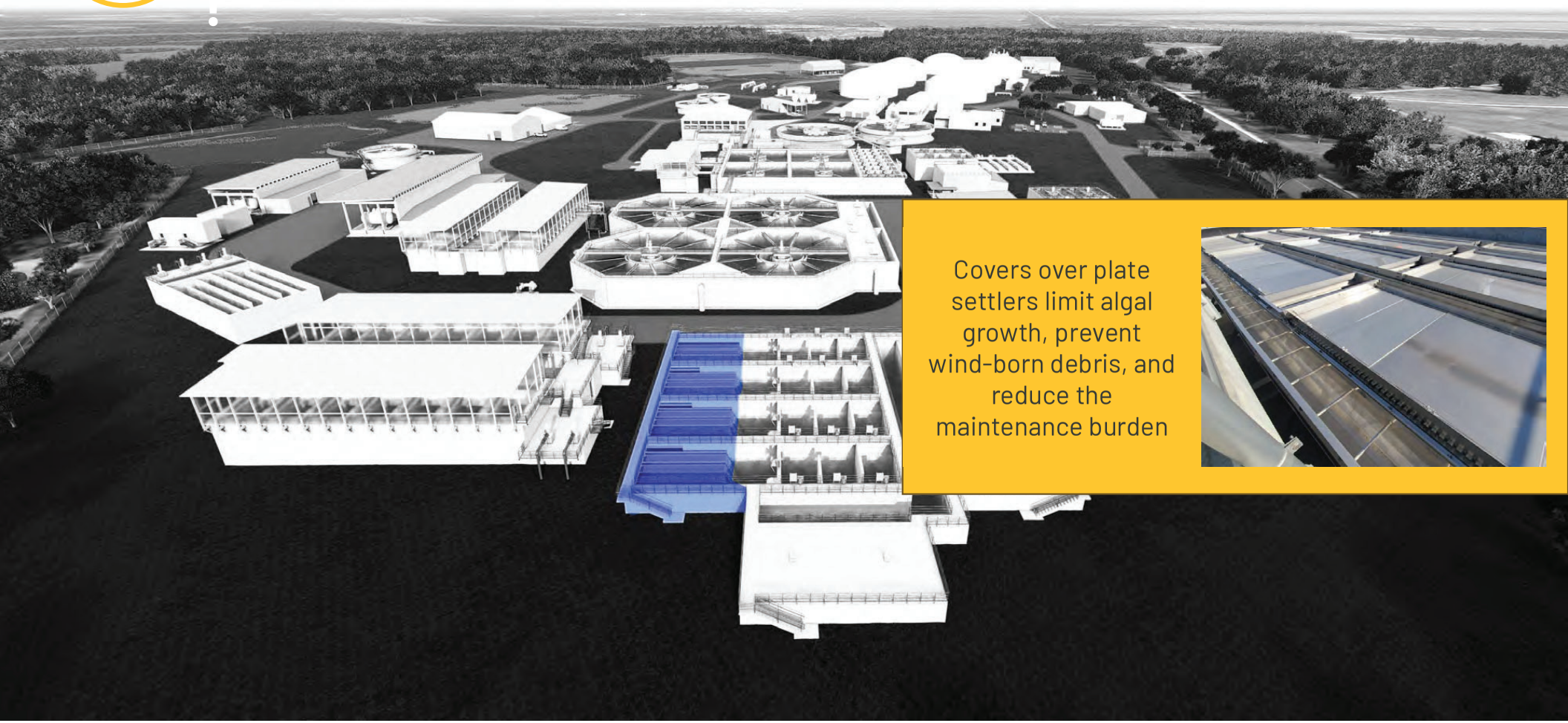
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Flocculation flow path in series rather than parallel limits hydraulic short-circuiting and enhances hydraulic performance



INNOVATION

COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

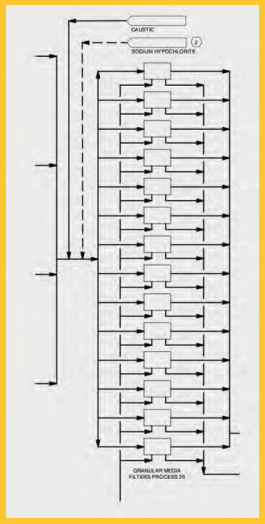


Covers over plate settlers limit algal growth, prevent wind-born debris, and reduce the maintenance burden

INNOVATION

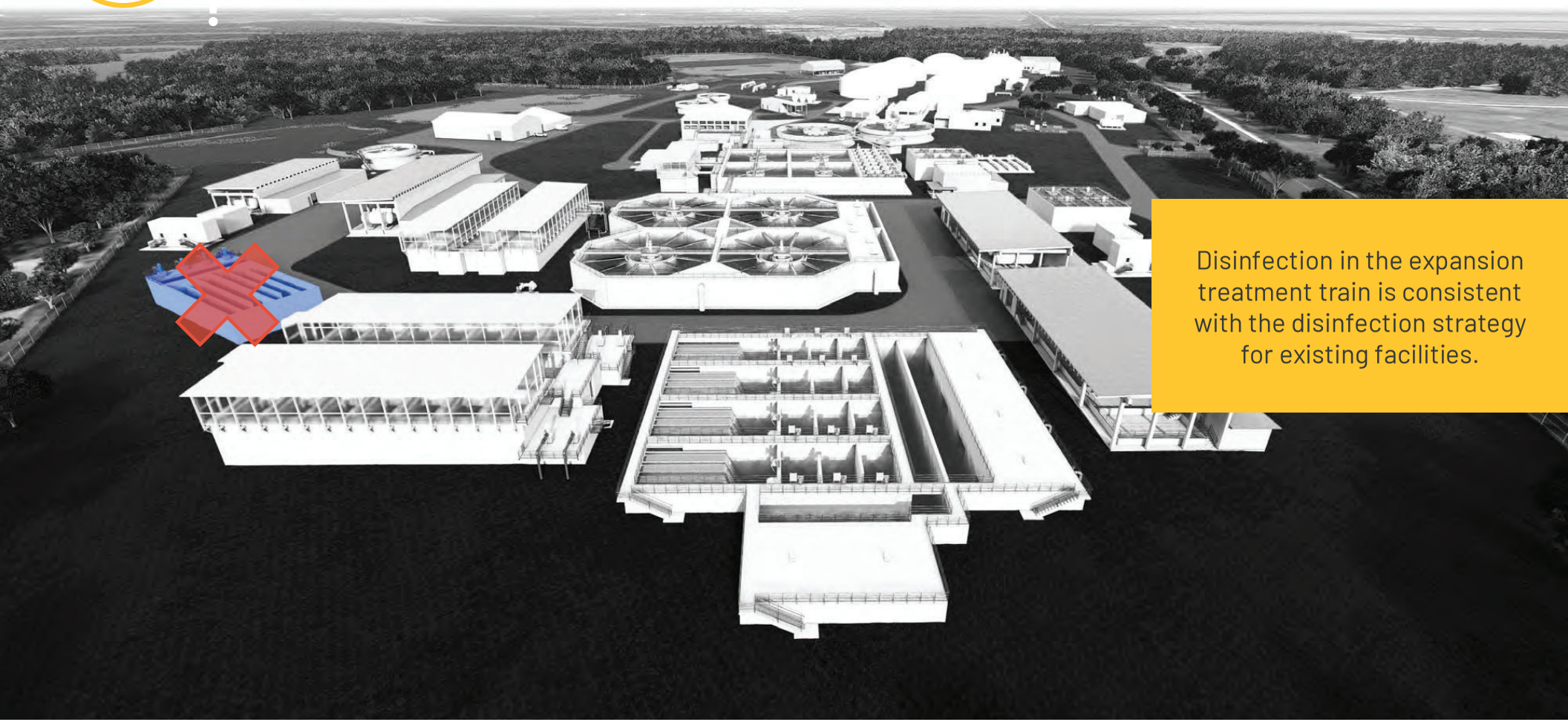
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS

Supplemental backwash water diverted from the finished water conveyance system simplifies layout and allows greater turndown.



INNOVATION

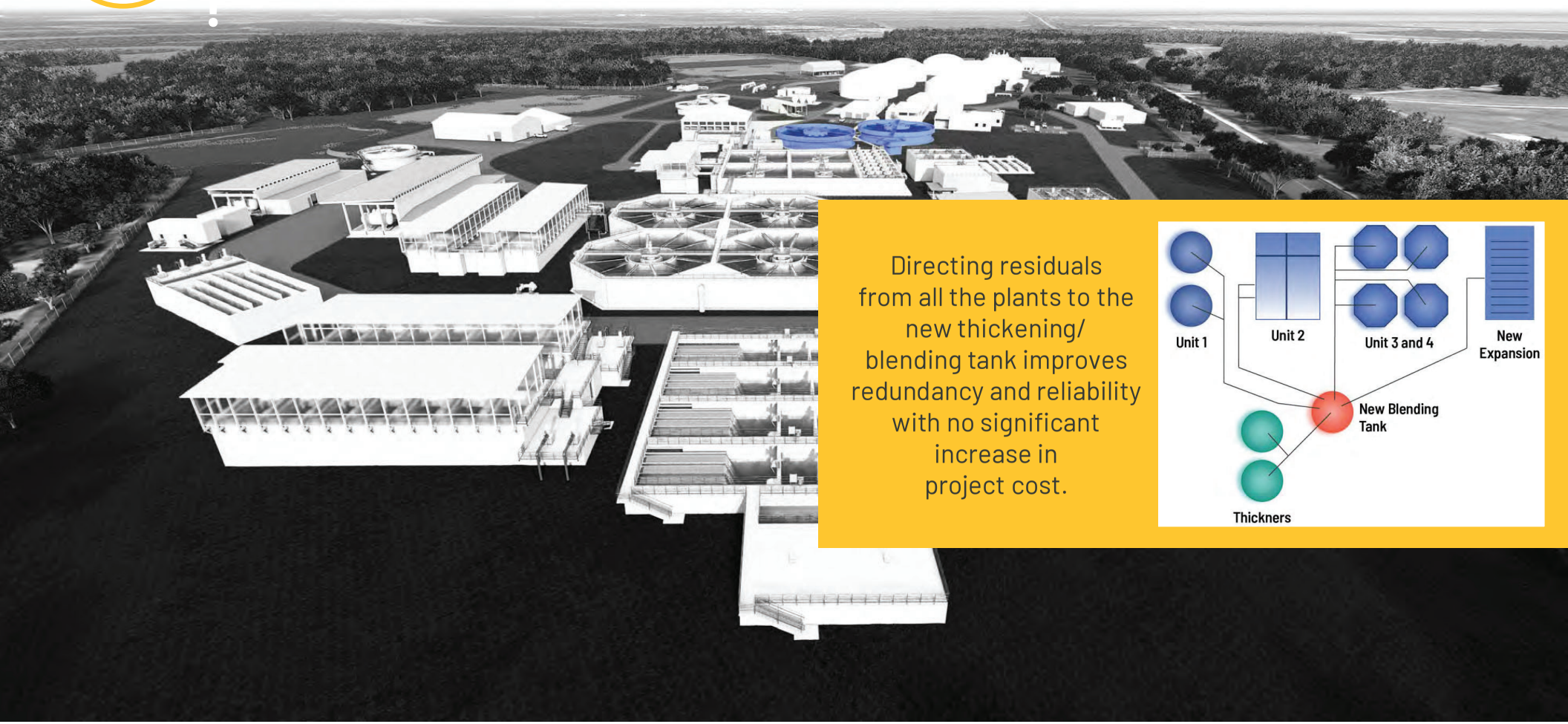
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS



Disinfection in the expansion treatment train is consistent with the disinfection strategy for existing facilities.

INNOVATION

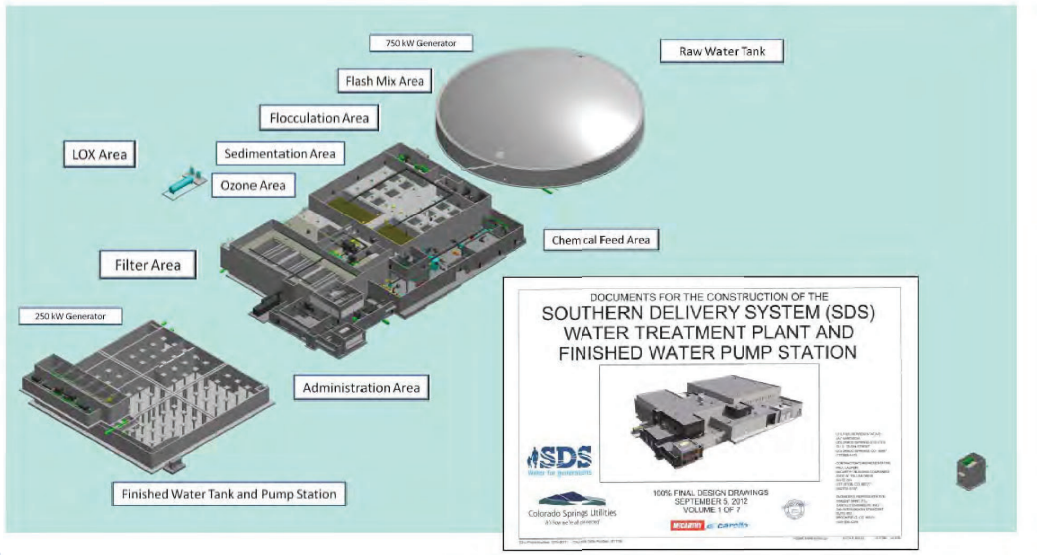
COLLABORATIVE VETTING AND REFINEMENT OF CREATIVE CONCEPTS PROVIDES COST AND O&M BENEFITS



Directing residuals from all the plants to the new thickening/ blending tank improves redundancy and reliability with no significant increase in project cost.

DESIGN AND PRECONSTRUCTION

Reference Designs Leverage Practical Solutions Instead of Theory



- Consolidated Facility that Makes Operations Easy
- Only Plate Settler Application that Meets Your Turndown Requirements
- Experience with Low Turbidity/High Organic Source Waters
- Performance Guarantee

ONLY PLATE SETTLER PLANT IN THE US WITH A 10:1 TURNDOWN RATIO

PROCUREMENT

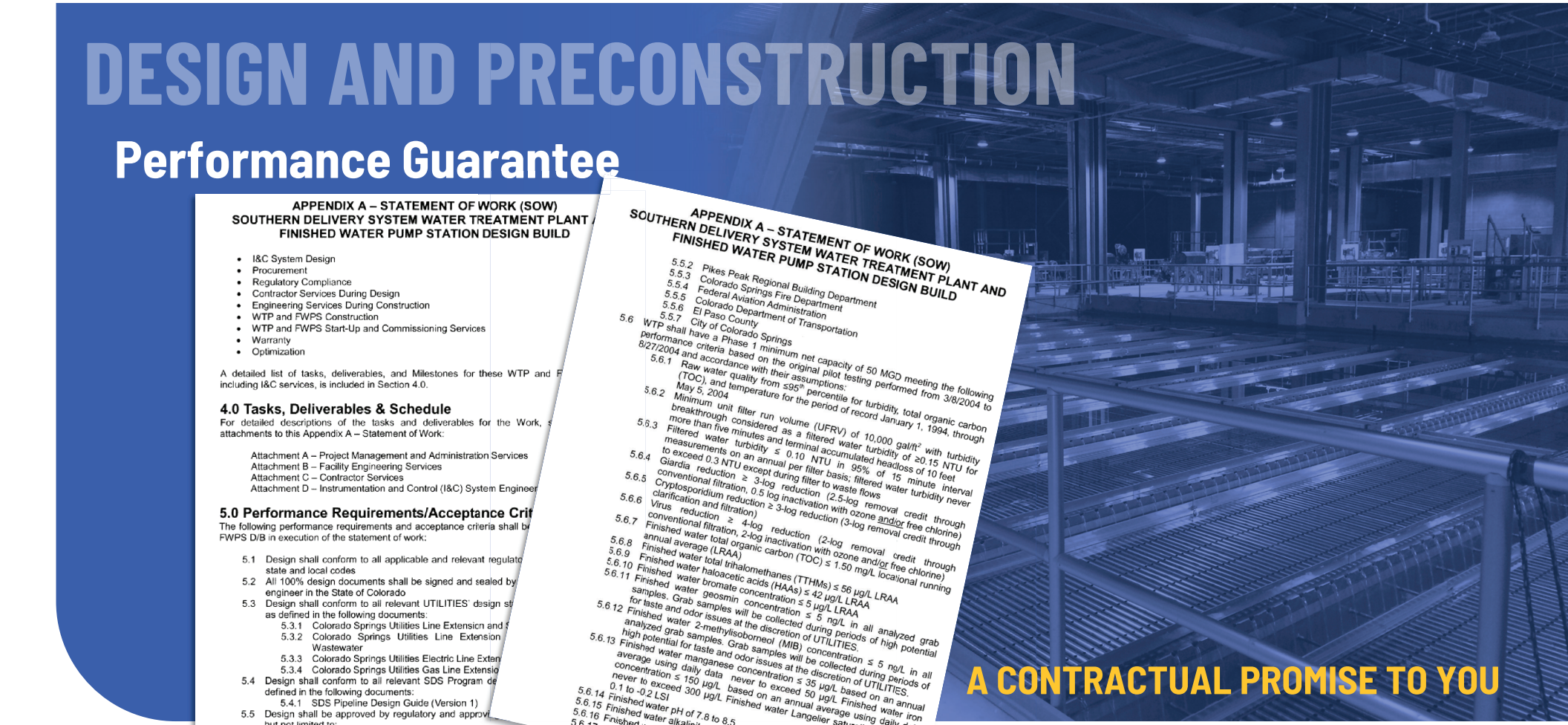
DESIGN AND PRECONSTRUCTION | CONSTRUCTION | START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M

2024 2025 2026 2027 2028

DESIGN AND PRECONSTRUCTION

Performance Guarantee



APPENDIX A – STATEMENT OF WORK (SOW)
SOUTHERN DELIVERY SYSTEM WATER TREATMENT PLANT
FINISHED WATER PUMP STATION DESIGN BUILD

- I&C System Design
- Procurement
- Regulatory Compliance
- Contractor Services During Design
- Engineering Services During Construction
- WTP and FWPS Construction
- WTP and FWPS Start-Up and Commissioning Services
- Warranty
- Optimization

A detailed list of tasks, deliverables, and Milestones for these WTP and F
including I&C services, is included in Section 4.0.

4.0 Tasks, Deliverables & Schedule

For detailed descriptions of the tasks and deliverables for the Work, s
attachments to this Appendix A – Statement of Work:

Attachment A – Project Management and Administration Services
Attachment B – Facility Engineering Services
Attachment C – Contractor Services
Attachment D – Instrumentation and Control (I&C) System Engineer

5.0 Performance Requirements/Acceptance Crit

The following performance requirements and acceptance criteria shall b
FWPS D/B in execution of the statement of work:

5.1 Design shall conform to all applicable and relevant regulato
state and local codes
5.2 All 100% design documents shall be signed and sealed by
engineer in the State of Colorado
5.3 Design shall conform to all relevant UTILITIES' design st
as defined in the following documents:
5.3.1 Colorado Springs Utilities Line Extension and
5.3.2 Colorado Springs Utilities Line Extension
Wastewater
5.3.3 Colorado Springs Utilities Electric Line Exten
5.3.4 Colorado Springs Utilities Gas Line Extensio
5.4 Design shall conform to all relevant SDS Program de
defined in the following documents:
5.4.1 SDS Pipeline Design Guide (Version 1)
5.5 Design shall be approved by regulatory and approv
but not limited to:
5.5.1 Colorado Department of Public Health and Environment

APPENDIX A – STATEMENT OF WORK (SOW)
SOUTHERN DELIVERY SYSTEM WATER TREATMENT PLANT AND
FINISHED WATER PUMP STATION DESIGN BUILD

5.5.2 Pikes Peak Regional Building Department
5.5.3 Colorado Springs Fire Department
5.5.4 Federal Aviation Administration
5.5.5 Colorado Department of Transportation
5.5.6 El Paso County
5.5.7 City of Colorado Springs

5.6 WTP shall have a Phase 1 minimum net capacity of 50 MGD meeting the following performance criteria based on the original pilot testing performed from 3/8/2004 to 8/27/2004 and accordance with their assumptions:
5.6.1 Raw water quality from ≤95th percentile for turbidity, total organic carbon (TOC), and temperature for the period of record January 1, 1994, through May 5, 2004
5.6.2 Minimum unit filter run volume (UFRV) of 10,000 gal/ft² with turbidity breakthrough considered as a filtered water turbidity of ≥0.15 NTU for more than five minutes and terminal accumulated headloss of 10 feet
5.6.3 Filtered water turbidity ≤ 0.10 NTU in 95% of 15 minute interval measurements on an annual per filter basis; filtered water turbidity never to exceed 0.3 NTU except during filter to waste flows
5.6.4 Giardia reduction ≥ 3-log reduction (2.5-log removal credit through conventional filtration, 0.5 log inactivation with ozone and/or free chlorine)
5.6.5 Cryptosporidium reduction ≥ 3-log reduction (3-log removal credit through clarification and filtration)
5.6.6 Virus reduction ≥ 4-log reduction (2-log removal credit through conventional filtration, 2-log inactivation with ozone and/or free chlorine)
5.6.7 Finished water total organic carbon (TOC) ≤ 1.50 mg/L locational running annual average (LRAA)
5.6.8 Finished water total trihalomethanes (TTHMs) ≤ 56 µg/L LRAA
5.6.9 Finished water haloacetic acids (HAAs) ≤ 42 µg/L LRAA
5.6.10 Finished water bromate concentration ≤ 5 µg/L LRAA
5.6.11 Finished water geosmin concentration ≤ 5 ng/L in all analyzed grab samples. Grab samples will be collected during periods of high potential for taste and odor issues at the discretion of UTILITIES.
5.6.12 Finished water 2-methylisoborneol (MIB) concentration ≤ 5 ng/L in all analyzed grab samples. Grab samples will be collected during periods of high potential for taste and odor issues at the discretion of UTILITIES.
5.6.13 Finished water manganese concentration ≤ 35 µg/L based on an annual average using daily data never to exceed 50 µg/L Finished water iron concentration ≤ 150 µg/L based on an annual average using daily data never to exceed 300 µg/L Finished water Langelier saturation index of -0.1 to -0.2 LSI
5.6.14 Finished water pH of 7.8 to 8.5
5.6.15 Finished water alkalinity 50 to 100 mg/L as $CaCO_3$
5.6.16 Finished water free chlorine residual between 1.5 and 4.0 mg/L
5.6.17 Compliance with all drinking water regulatory requirements

A CONTRACTUAL PROMISE TO YOU

PROCUREMENT
DESIGN AND PRECONSTRUCTION
CONSTRUCTION
START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M
2024 2025 2026 2027 2028

PROCUREMENT

Optimizing Early Work

DESIGN → DeSoto County MS → **EWPs**

Sitework/Foundations

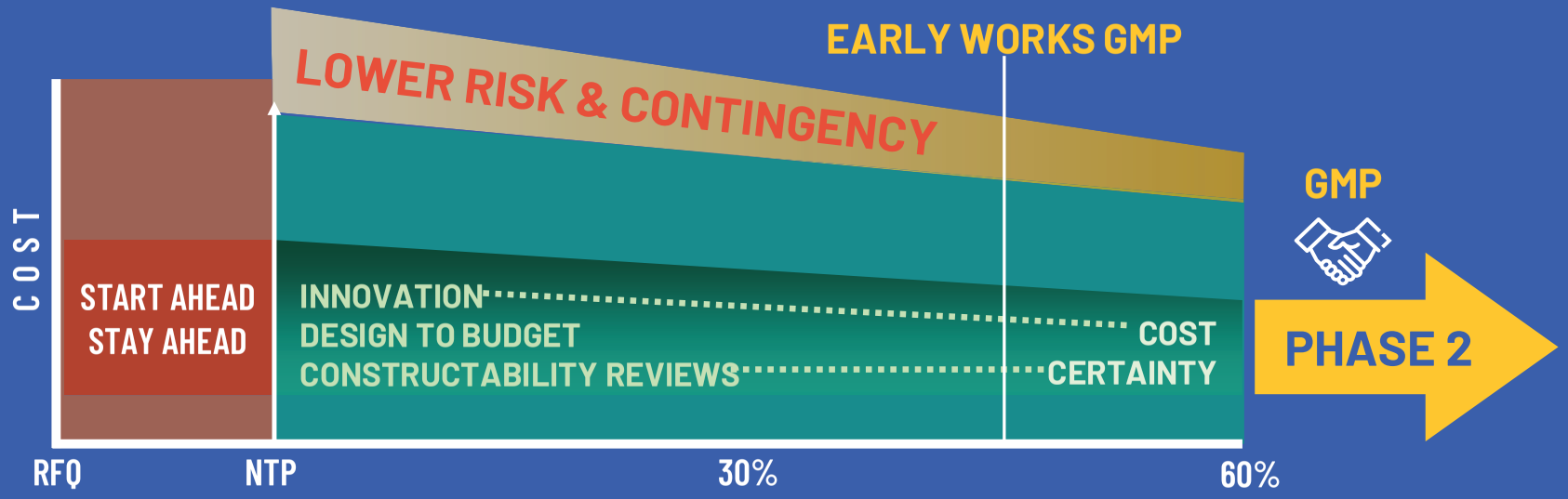
→ **ZERO Surprises**
Schedule Certainty

Present First Early Procurement (Electrical) Package
March 10, 2025

FULLY LEVERAGE PDB

DESIGN AND PRECONSTRUCTION

Building Cost Confidence

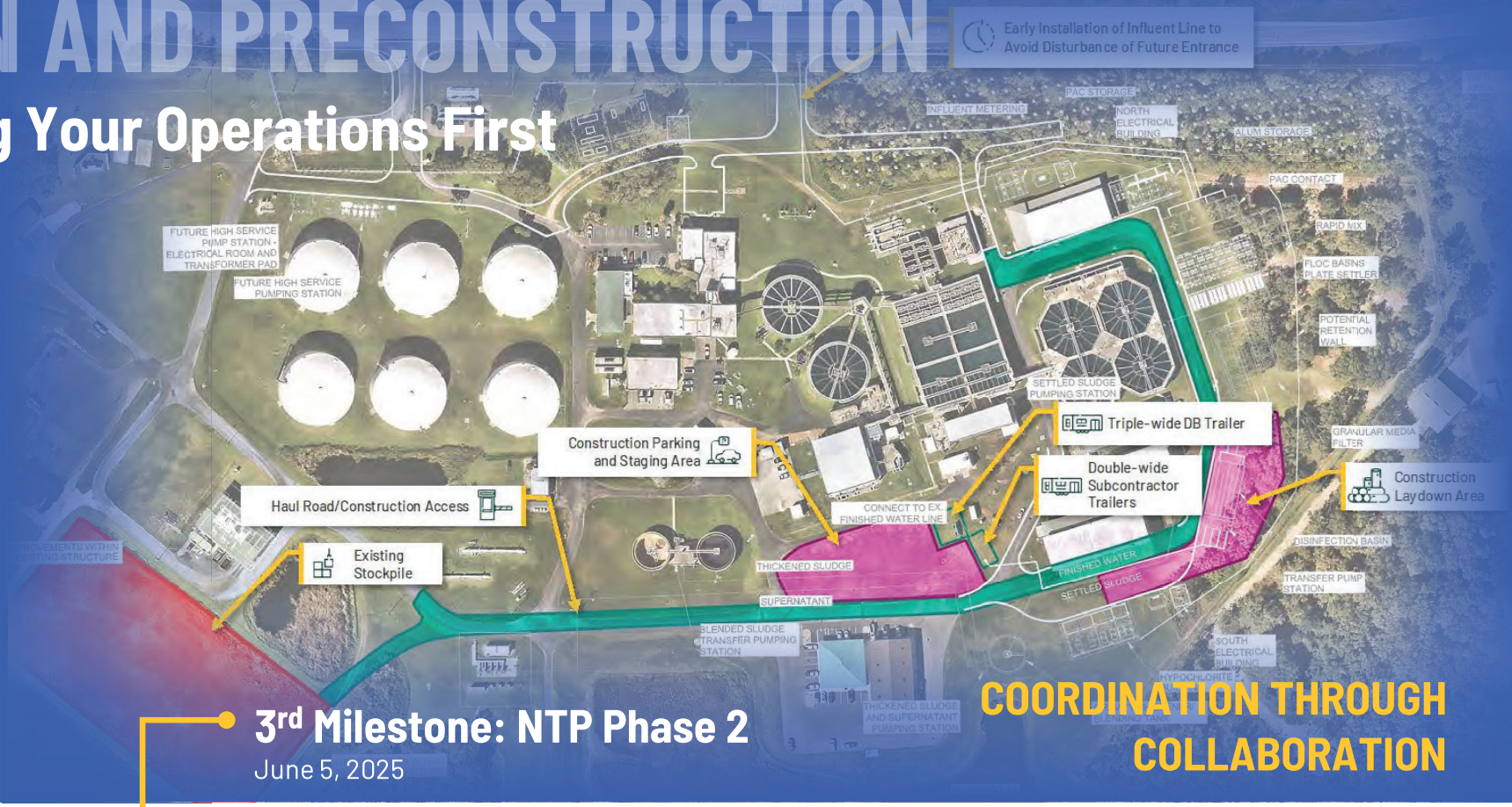


2nd Milestone: 60% Design and Final GMP
March 10, 2025

FULLY OPEN BOOK PROCESS

DESIGN AND PRECONSTRUCTION

Keeping Your Operations First



3rd Milestone: NTP Phase 2
June 5, 2025

COORDINATION THROUGH COLLABORATION

PROCUREMENT

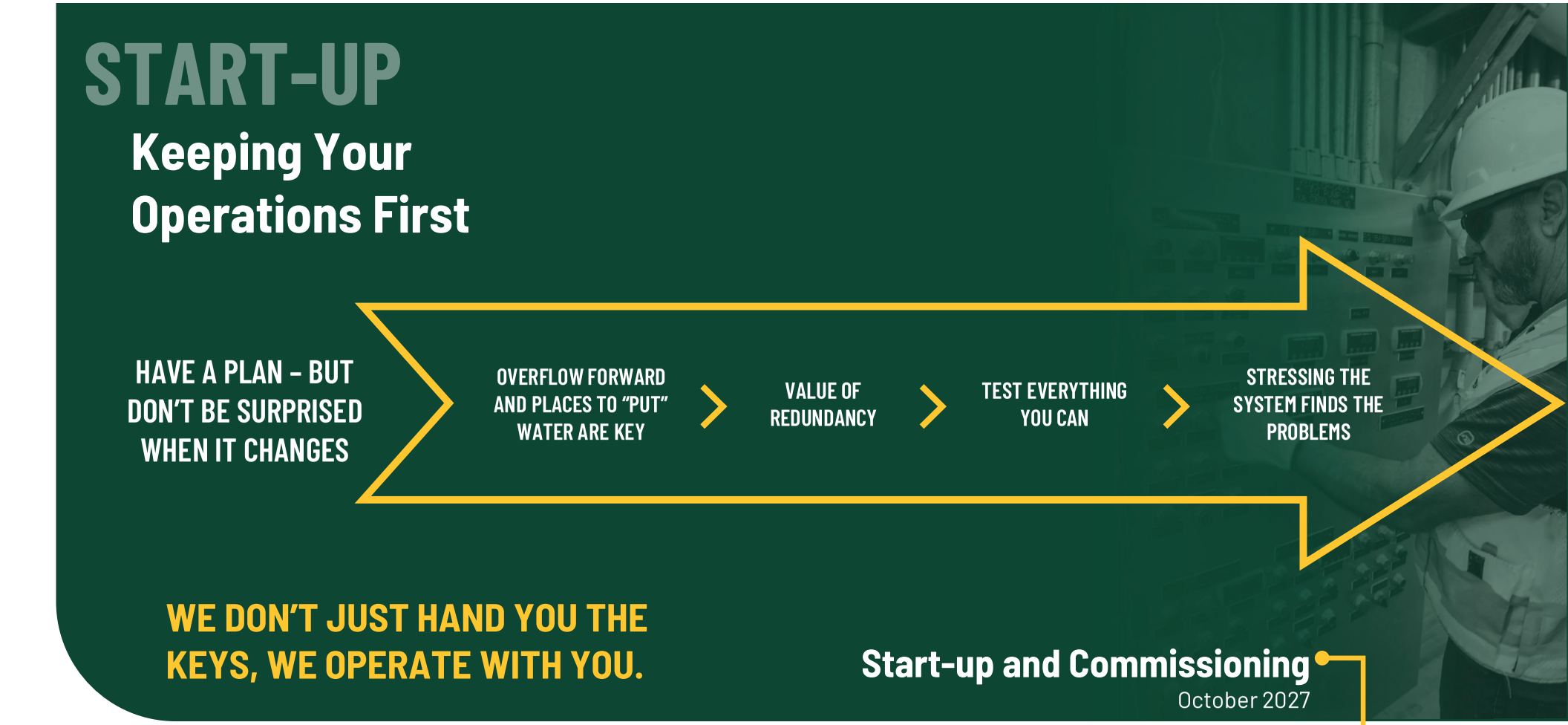
DESIGN AND PRECONSTRUCTION | CONSTRUCTION | START-UP

J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M A M J J A S O N D J F M

2024 2025 2026 2027 2028

START-UP

Keeping Your Operations First

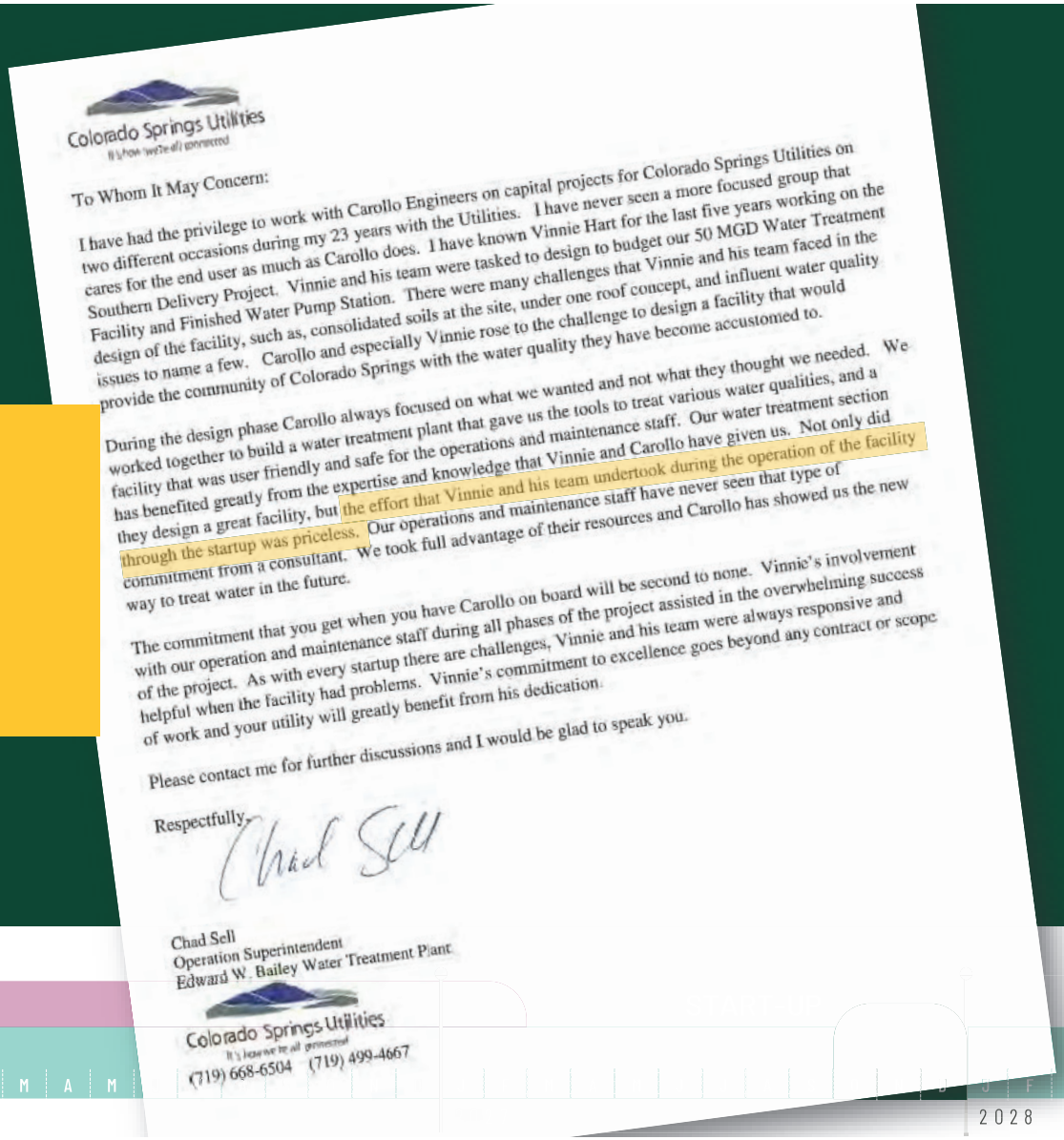


WE DON'T JUST HAND YOU THE KEYS, WE OPERATE WITH YOU.

Start-up and Commissioning
October 2027

START-UP

"...the effort that Vinnie and his team undertook during the operation of the facility through the startup was PRICELESS."



Colorado Springs Utilities

To Whom It May Concern:

I have had the privilege to work with Carollo Engineers on capital projects for Colorado Springs Utilities on two different occasions during my 23 years with the Utilities. I have never seen a more focused group that cares for the end user as much as Carollo does. I have known Vinnie Hart for the last five years working on the Southern Delivery Project. Vinnie and his team were tasked to design to budget our 50 MGD Water Treatment Facility and Finished Water Pump Station. There were many challenges that Vinnie and his team faced in the design of the facility, such as, consolidated soils at the site, under one roof concept, and influent water quality issues to name a few. Carollo and especially Vinnie rose to the challenge to design a facility that would provide the community of Colorado Springs with the water quality they have become accustomed to.

During the design phase Carollo always focused on what we wanted and not what they thought we needed. We worked together to build a water treatment plant that gave us the tools to treat various water qualities, and a facility that was user friendly and safe for the operations and maintenance staff. Our water treatment section has benefited greatly from the expertise and knowledge that Vinnie and Carollo have given us. Not only did they design a great facility, but the effort that Vinnie and his team undertook during the operation of the facility through the startup was priceless. Our operations and maintenance staff have never seen that type of commitment from a consultant. We took full advantage of their resources and Carollo has showed us the new way to treat water in the future.

The commitment that you get when you have Carollo on board will be second to none. Vinnie's involvement with our operation and maintenance staff during all phases of the project assisted in the overwhelming success of the project. As with every startup there are challenges, Vinnie and his team were always responsive and helpful when the facility had problems. Vinnie's commitment to excellence goes beyond any contract or scope of work and your utility will greatly benefit from his dedication.

Please contact me for further discussions and I would be glad to speak you.

Respectfully,

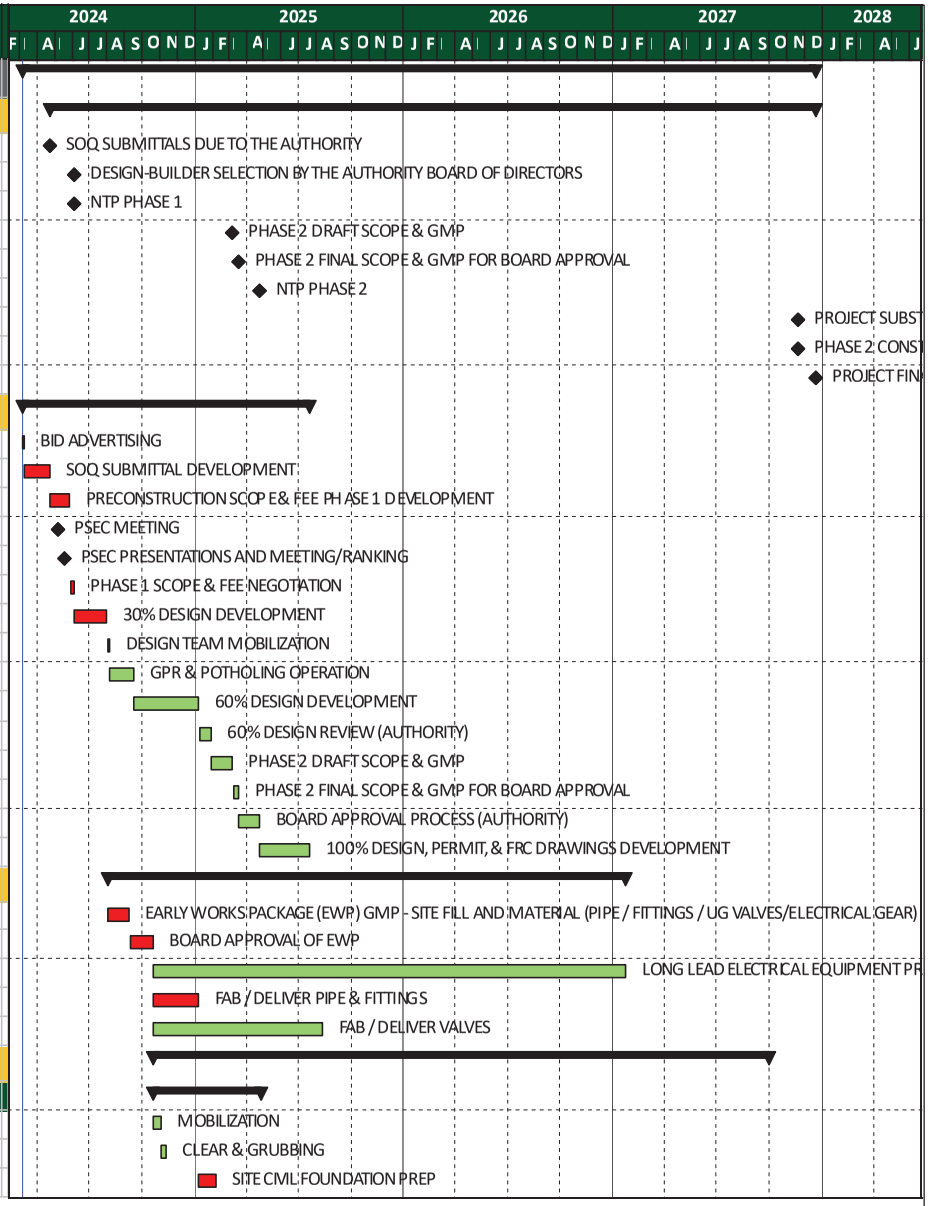
Chad Sell

Chad Sell
Operation Superintendent
Edward W. Bailey Water Treatment Plant

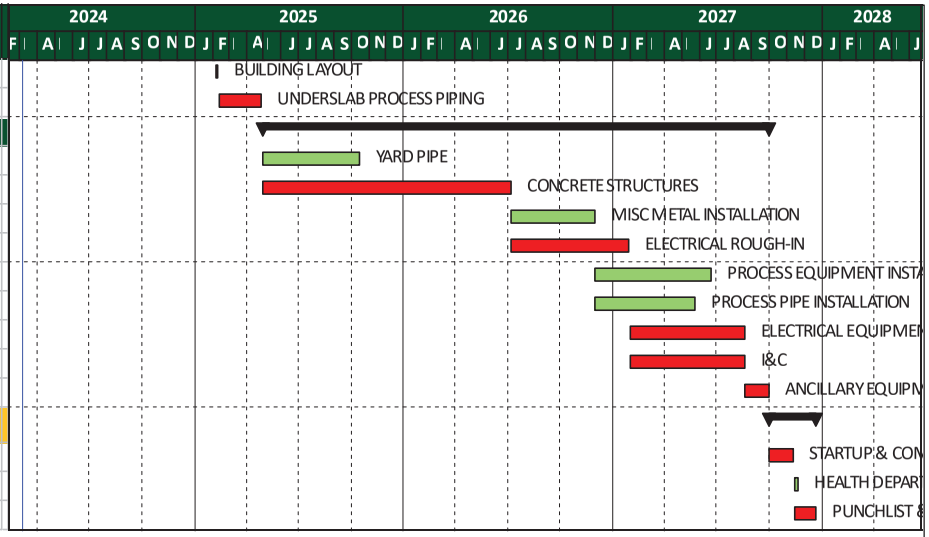
Colorado Springs Utilities
(719) 668-6504 (719) 499-4667

PCL CONSTRUCTION | carollo

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Peace River Facility Expansion SOQ Schedule		949	Mar-08-24	Dec-21-27	0
MILESTONES		917	Apr-22-24	Dec-21-27	0
MILE-1000	SOQ SUBMITTALS DUE TO THE AUTHORITY	0		Apr-22-24	25
MILE-1020	DESIGN-BUILDER SELECTION BY THE AUTHORITY BOARD OF DIRECTORS	0		Jun-05-24	0
MILE-1040	NTP PHASE 1	0	Jun-06-24		0
MILE-1160	PHASE 2 DRAFT SCOPE & GMP	0		Mar-07-25	699
MILE-1060	PHASE 2 FINAL SCOPE & GMP FOR BOARD APPROVAL	0		Mar-19-25	630
MILE-1080	NTP PHASE 2	0	Apr-24-25		666
MILE-1100	PROJECT SUBSTANTIAL COMPLETION	0		Nov-19-27	20
MILE-1120	PHASE 2 CONSTRUCTION COMPLETION	0		Nov-19-27	20
MILE-1140	PROJECT FINAL	0		Dec-21-27	0
PRECONSTRUCTION		344	Mar-08-24	Jul-21-25	605
PREC-1000	BID ADVERTISING	1	Mar-08-24	Mar-08-24	0
PREC-1020	SOQ SUBMITTAL DEVELOPMENT	31	Mar-11-24	Apr-22-24	0
PREC-1040	PRECONSTRUCTION SCOPE & FEE PHASE 1 DEVELOPMENT	25	Apr-23-24	May-28-24	0
PREC-1060	PSEC MEETING	0		May-06-24*	15
PREC-1080	PSEC PRESENTATIONS AND MEETING/RANKING	0		May-20-24*	6
PREC-1100	PHASE 1 SCOPE & FEE NEGOTIATION	6	May-29-24	Jun-05-24	0
PREC-1180	30% DESIGN DEVELOPMENT	40	Jun-06-24	Aug-01-24	0
PREC-1200	DESIGN TEAM MOBILIZATION	2	Aug-02-24	Aug-05-24	3
PREC-1280	GPR & POTHOLING OPERATION	30	Aug-06-24	Sep-17-24	3
PREC-1220	60% DESIGN DEVELOPMENT	75	Sep-18-24	Jan-08-25	3
PREC-1400	60% DESIGN REVIEW (AUTHORITY)	15	Jan-09-25	Jan-30-25	3
PREC-1260	PHASE 2 DRAFT SCOPE & GMP	25	Jan-31-25	Mar-07-25	3
PREC-1420	PHASE 2 FINAL SCOPE & GMP FOR BOARD APPROVAL	8	Mar-10-25	Mar-19-25	3
PREC-1440	BOARD APPROVAL PROCESS (AUTHORITY)	25	Mar-20-25	Apr-23-25	3
PREC-1240	100% DESIGN, PERMIT, & FRC DRAWINGS DEVELOPMENT	61	Apr-24-25	Jul-21-25	605
PROCUREMENT		616	Aug-02-24	Jan-22-27	230
PROC-1000	EARLY WORKS PACKAGE (EWP) GMP - SITE FILL AND MATERIAL (PIPE / FITTIN	26	Aug-02-24	Sep-09-24	0
PREC-1300	BOARD APPROVAL OF EWP	30	Sep-10-24	Oct-21-24	0
PROC-1020	LONG LEAD ELECTRICAL EQUIPMENT PROCUREMENT (112 WKS)	560	Oct-22-24	Jan-22-27	5
PREC-1320	FAB / DELIVER PIPE & FITTINGS	50	Oct-22-24	Jan-07-25	0
PREC-1340	FAB / DELIVER VALVES	200	Oct-22-24	Aug-11-25	590
CONSTRUCTION		735	Oct-22-24	Sep-30-27	0
PHASE 1 - SITE CIVIL WORK		127	Oct-22-24	Apr-28-25	0
CONST-1300	MOBILIZATION	10	Oct-22-24	Nov-04-24	35
CONST-1000	CLEAR & GRUBBING	5	Nov-05-24	Nov-12-24	35
CONST-1020	SITE CIVIL FOUNDATION PREP	21	Jan-08-25	Feb-06-25	0



Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
CONST-1060	BUILDING LAYOUT	3	Feb-07-25	Feb-11-25	0
CONST-1080	UNDERSLAB PROCESS PIPING	53	Feb-12-25	Apr-28-25	0
PHASE 2 - CONSTRUCTION		608	Apr-29-25	Sep-30-27	0
CONST-1040	YARD PIPE	120	Apr-29-25	Oct-16-25	338
CONST-1100	CONCRETE STRUCTURES	298	Apr-29-25	Jul-07-26	0
CONST-1120	MISC METAL INSTALLATION	100	Jul-08-26	Nov-30-26	40
CONST-1320	ELECTRICAL ROUGH-IN	140	Jul-08-26	Jan-29-27	0
CONST-1140	PROCESS EQUIPMENT INSTALLATION	140	Dec-01-26	Jun-22-27	40
CONST-1160	PROCESS PIPE INSTALLATION	120	Dec-01-26	May-24-27	60
CONST-1180	ELECTRICAL EQUIPMENT INSTALLATION	140	Feb-01-27	Aug-18-27	0
CONST-1200	I&C	140	Feb-01-27	Aug-18-27	0
CONST-1220	ANCILLARY EQUIPMENT STARTUP	30	Aug-19-27	Sep-30-27	0
CLOSEOUT		55	Oct-01-27	Dec-21-27	0
CONST-1240	STARTUP & COMMISSIONING	30	Oct-01-27	Nov-12-27	0
CONST-1260	HEALTH DEPARTMENT ACCEPTANCE	5	Nov-15-27	Nov-19-27	20
CONST-1280	PUNCHLIST & INSPECTIONS	25	Nov-15-27	Dec-21-27	0



Wharton-Smith, Inc. CONSTRUCTION GROUP

Hazen

ARDURRA

HDR

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PROGRESSIVE DESIGN-BUILD SERVICES OF THE PEACE RIVER FACILITY EXPANSION PROJECT - FINAL DESIGN, PERMITTING, AND CONSTRUCTION

INTERVIEW
MAY 20, 2024

SUSTAINABLE

COLLABORATION

HIGH-QUALITY

COOPERATION

RELIABLE

SAFE

FUTURE

MISSION: To provide the region with a HIGH-QUALITY, SAFE drinking water supply that is RELIABLE, SUSTAINABLE, and protective of our natural resources now and into the FUTURE

VISION: Through COOPERATION and COLLABORATION, the Authority and its Customers shall create, maintain, and expand a sustainable, interconnected regional water supply system

DESIGN-BUILD DONE RIGHT®

TEAM EDUCATED AND TRAINED IN DBIA

7 DBIA DESIGN-BUILD PROFESSIONAL™

HISTORY OF COLLABORATION

20+ YEARS

KEY TRADE CONTRACTORS AND PROFESSIONALS

ARDURRA

HDR

Cogburn Bros. Inc.

REVERE

EXECUTIVE LEADERSHIP GROUP

COMMITTED

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Introduce Presenters

Todd O'Donnell, DBIA
Executive Leadership
32 years experience

Billy Logan, DBIA
Design-Build Project Manager
21 years experience

Andrew Coleman, PE
Design Manager
21 years experience

Yue Sun, PE, BCEE
Process Lead Designer
26 years experience

Nathan Hillard, DBIA
Preconstruction Manager
22 years experience

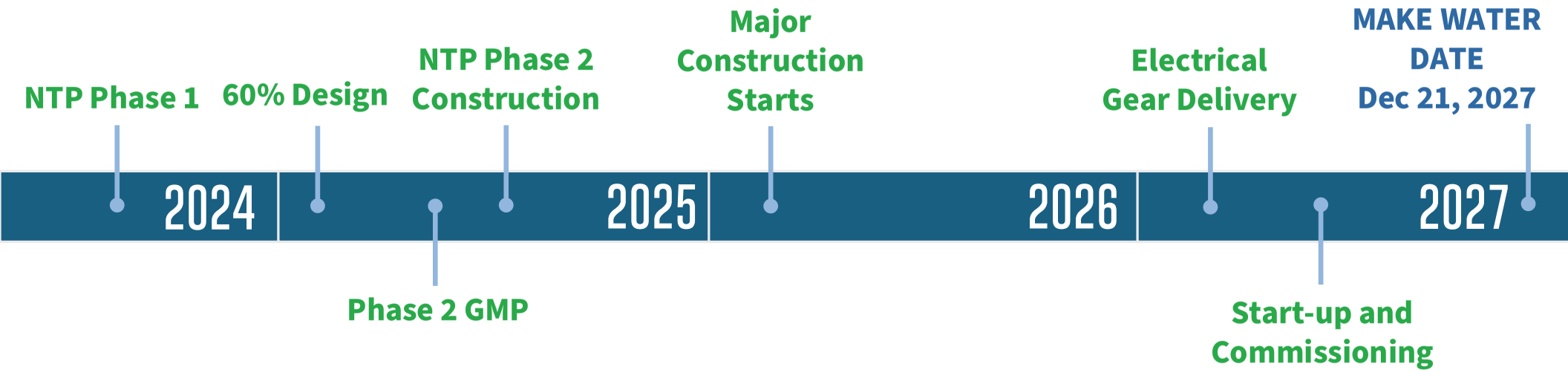
Anthony Baxley, DBIA
Commissioning and Start-up Manager
14 years experience

Agenda

- Critical Aspects
- Innovation
- Schedule
- Closing

Wharton-Smith, Inc
Construction Group

Project Timeline



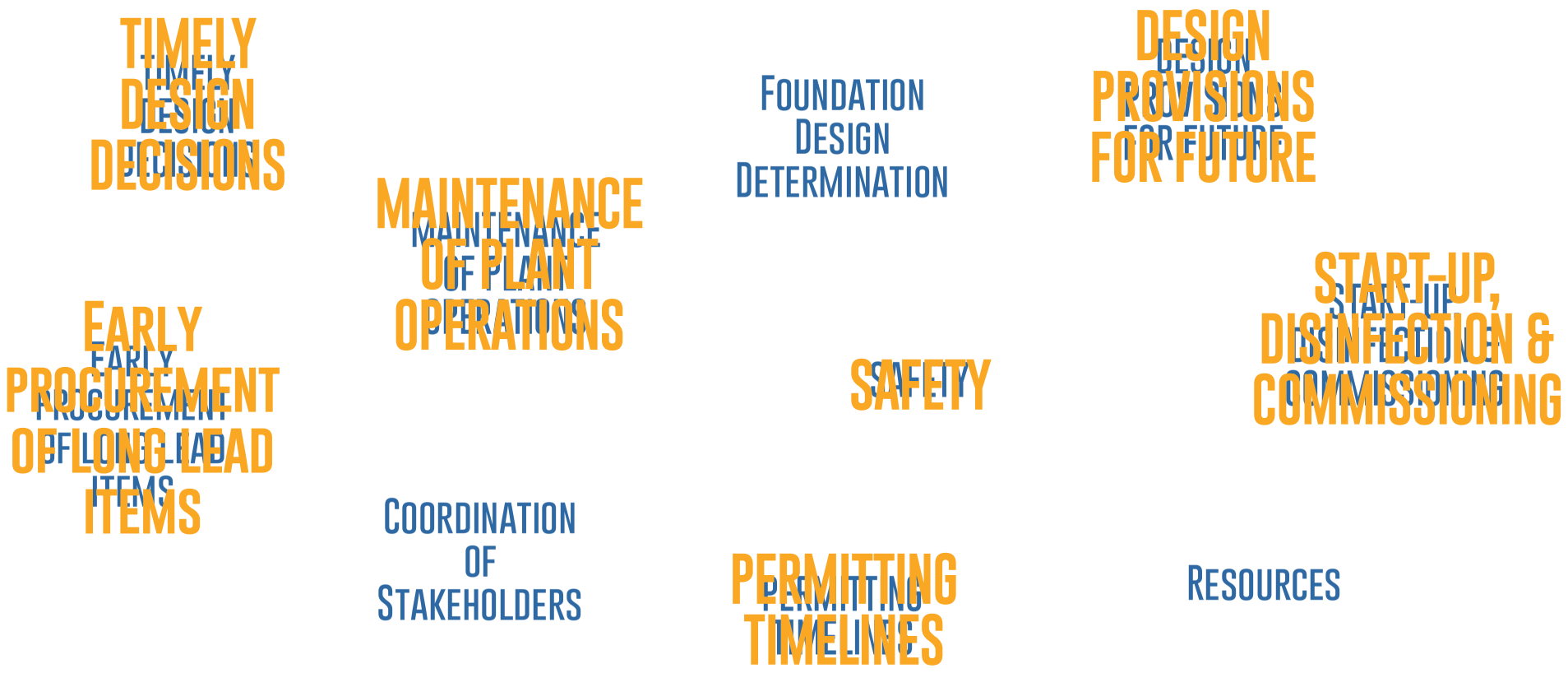
MAKE WATER DATE

DECEMBER 21, 2027

Critical Aspects

Wharton-Smith, Inc
CONSTRUCTION GROUP

Critical Aspects to Meet Project Goals

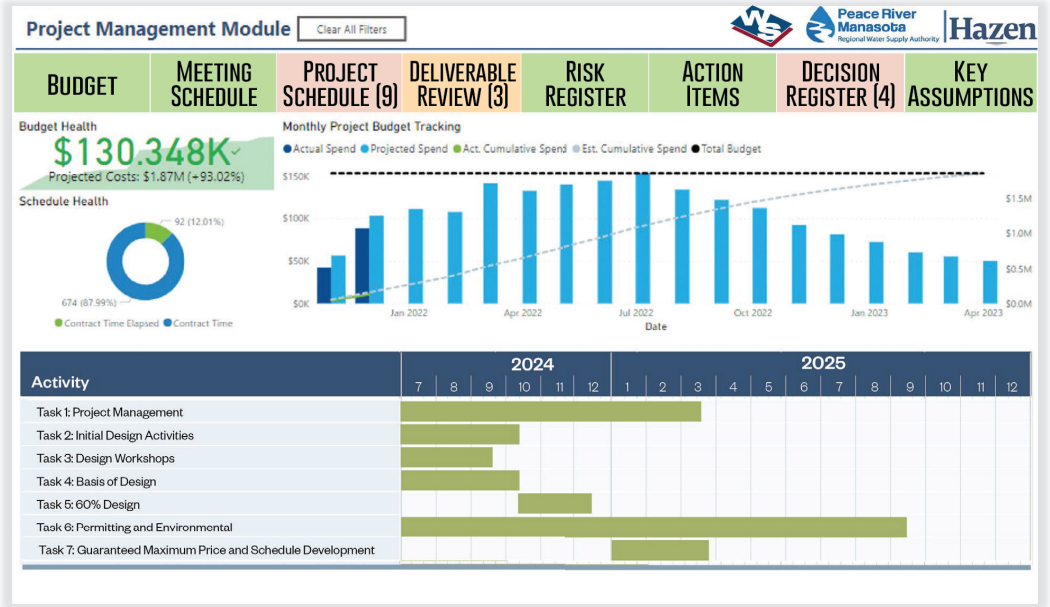


Concurrent Approach to Timely Design Decisions

Gather and Evaluate Data

Identify and Evaluate Options

Design Workshops



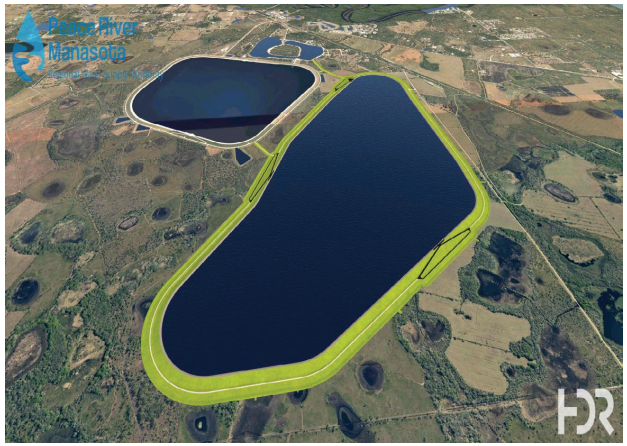
Head Start to Permitting

		Pre-Application Phase		Application Phase	
Agency	**Permit/Process**	**Plan**	**Schedule**	**Plan**	**Schedule**
DeSoto County	Development Order	Pre-application meeting with County.	Early in design task.	Submit conceptual design documents.	Submit with 60% design.
	Improvement Plan			Submit final sealed plans.	Submit after 90% design.
	Building Permits			One Permit per structure, but they can be grouped for whole project.	Pulled prior to construction.
SWFWMD issued Permit No. 49002041.015 Peace River Facility Conceptual Stormwater Plan and Phase 1 Improvements. Due to permit history SWFWMD will issue ERP of this project	Environmental Resource Permit (Ben)	Pre-application meeting with SWFWMD	Early in design task.	ERP application Sections A, C, & E, signed and sealed drawings, wetland delineation, stormwater calculations, project narrative, floodplain compensation, and wetland impacts	Submittal at 60% design phase
USACE	**404 Permitting**	Wetlands on site may be WOTUS and therefore would require a 404 permit.	Early preapplication meeting with Tampa USACE office.	USACE Form 4345, Narrative, Design drawings, wetland delineation	Submittal at 60% design phase
Florida Fish and Wildlife Conservation Commission	Gopher Tortoise Relocation	Complete 15% GT survey, secure relocation reservations, and apply for relocation permit.	During design phase (Relocation permits are good for 12 months and can be extended)	All GT relocations must be completed prior to construction	Gopher Tortoise Relocation
USFWS	**Eastern Indigo Snake**	Conduct a preliminary site survey	Concurrent with gopher tortoise survey	Notify USFWS South Florida Field Office that protection/education plan will be implemented, including posters/ pamphlets, designated agent, and post construction monitoring report.	Eastern Indigo Snake
	ESA Consultation	Due to the proximity of the designated critical habitat for the Florida bonneted bat, and a size greater than 5 acres, a formal consultation must occur with the USFWS.	If a USACE 404 permit is required for wetland impacts, bonneted bat would be evaluated under a Section 7 consultation. If there is no 404 permit required or any other federal nexus (i.e. federal funding) then effects to the bonneted bat would be evaluated under Section 10 of the ESA.	Section 10 evaluations currently have no time limits and are significantly more complex. This is a major schedule risk. The plan is to attempt to secure a Section 7 review and limit review time.	ESA Consultation
FDEP	Public Drinking Water Construction Permit	Pre-application meeting to review early design concepts, confirm requirements.	Meet after 30% design review.	Submit application with sealed BODR and plans.	Post 60%, as plans can be finalized and sealed.
	General NPDES Site Surface Water Management	Not required in early phase.		Permit required for site surface water management during construction, includes SWPPP.	Submit permit and Notice of Intent to Discharge (NOI) under General Permit prior to construction activities

Ensuring Facility Layout Leaves Space for Potential Future Treatment Requirements

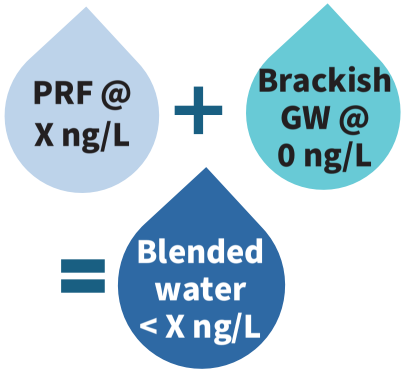
Watershed Management

+



Reservoir Impact on Water Quality

+



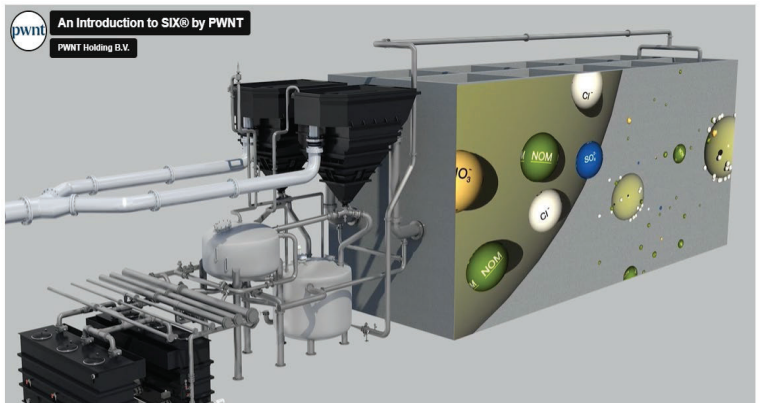
Potential Blending Opportunities

REQUIRES A SYSTEM-WIDE SOLUTION

Our Team has Experience with Potential Technologies for the Future

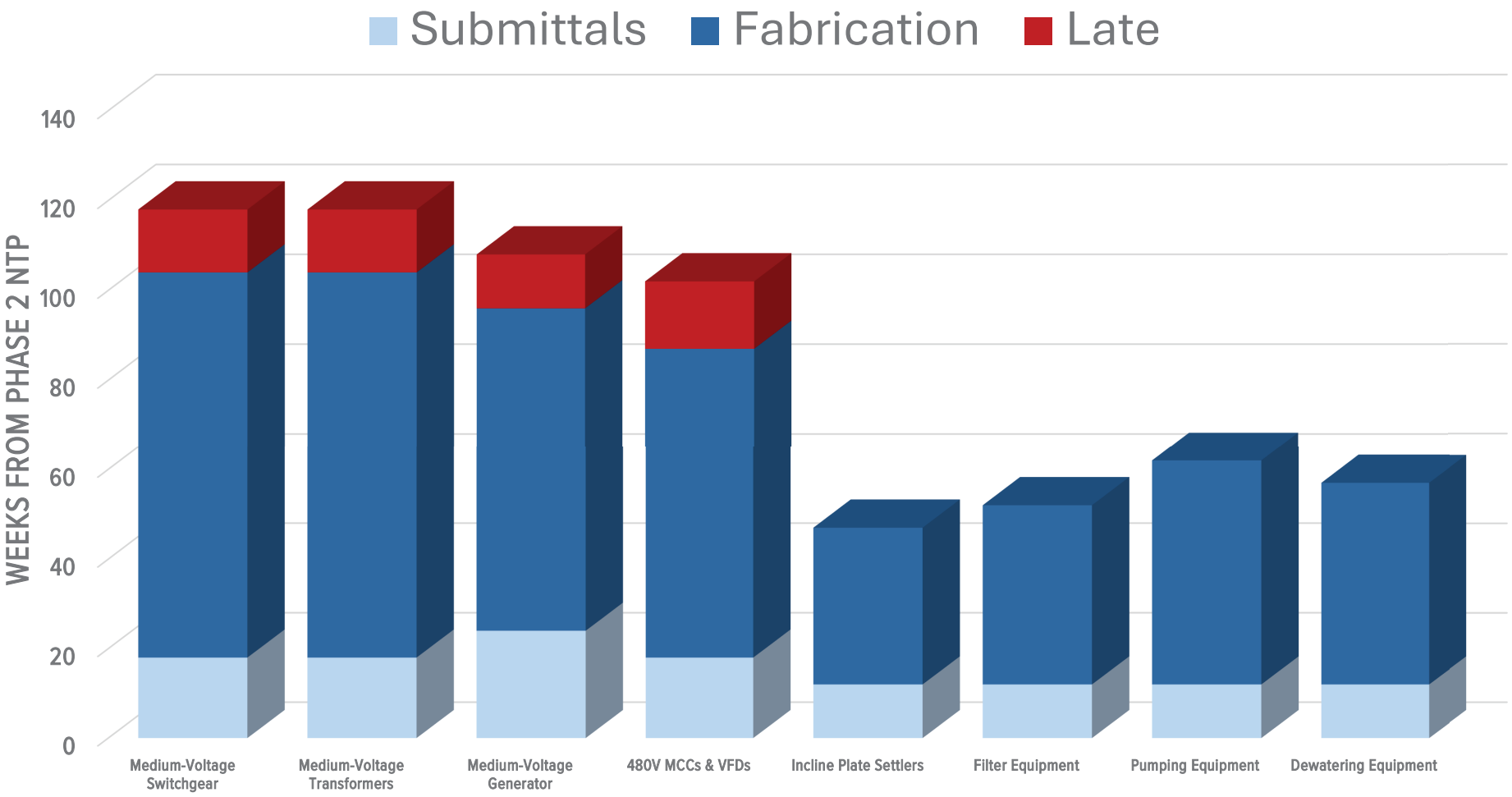
Powder Activated Carbon (PAC)

Granular Activated Carbon (GAC)

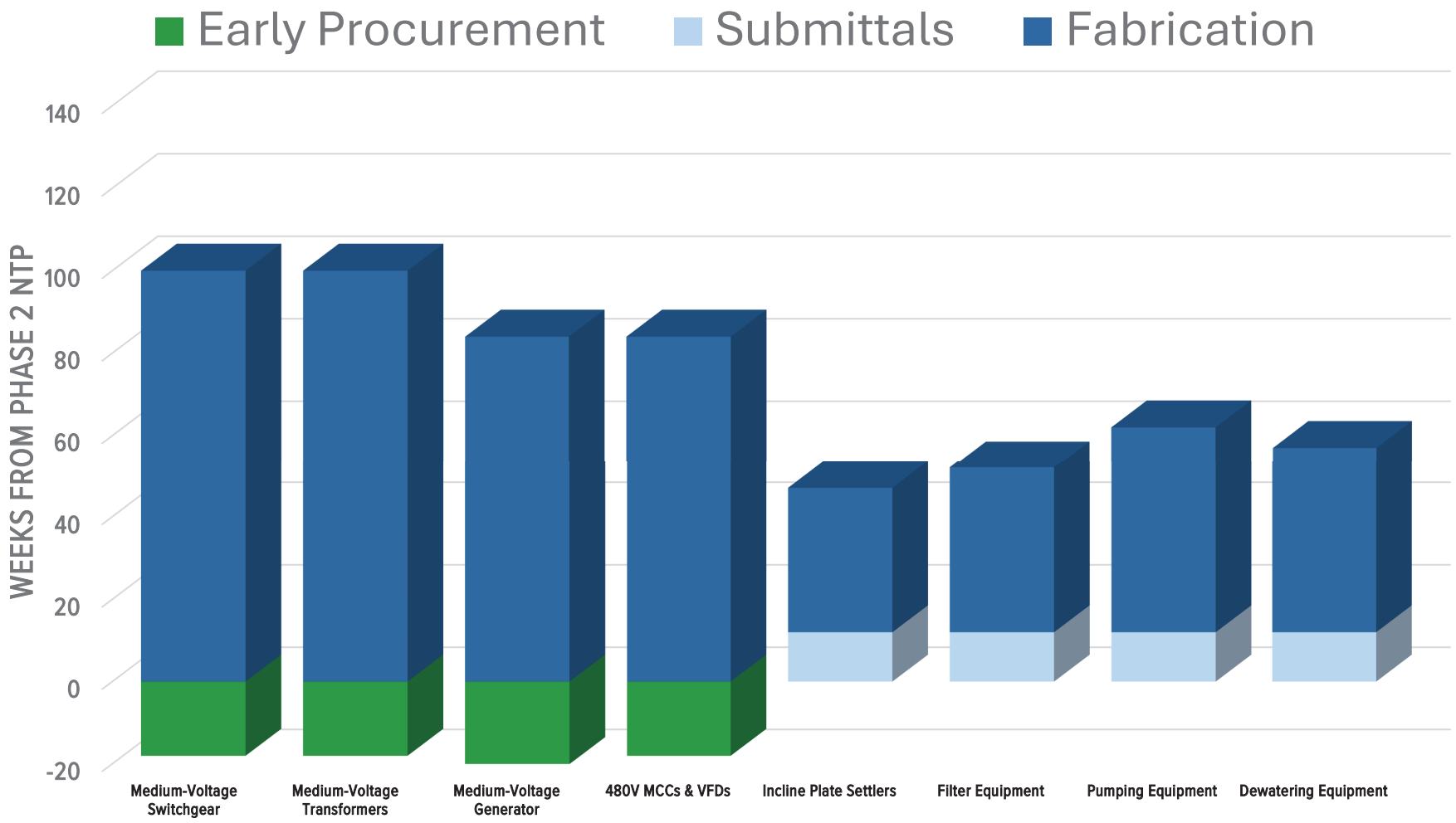


Suspended Ion Exchange (SIX)

Mitigation to Long Lead Equipment



Mitigation to Long Lead Equipment



Owner Direct Purchase

OWNER DIRECT PURCHASE STATS

Over the past 20 years, Wharton-Smith has managed

$1.1 B

in Owner Direct Purchases, providing our clients approximately

$70 M

in tax savings!

1. Our team provides scope, terms, and dates to the Authority

2. The Authority issues a purchase order (PO) to vendor

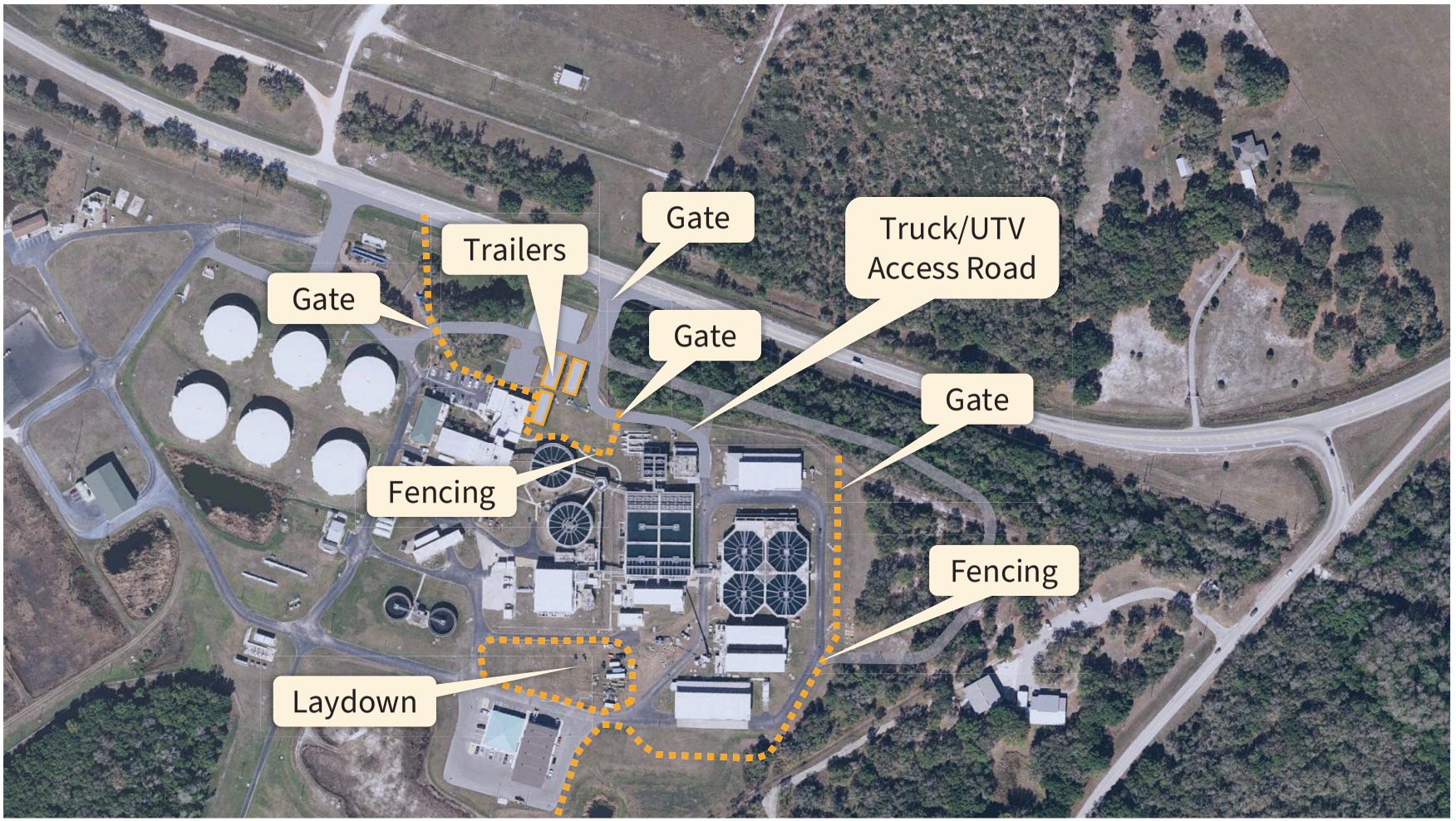
3. The Authority deducts the value of the order from the contract

4. Each vendor sends their invoice to the Authority

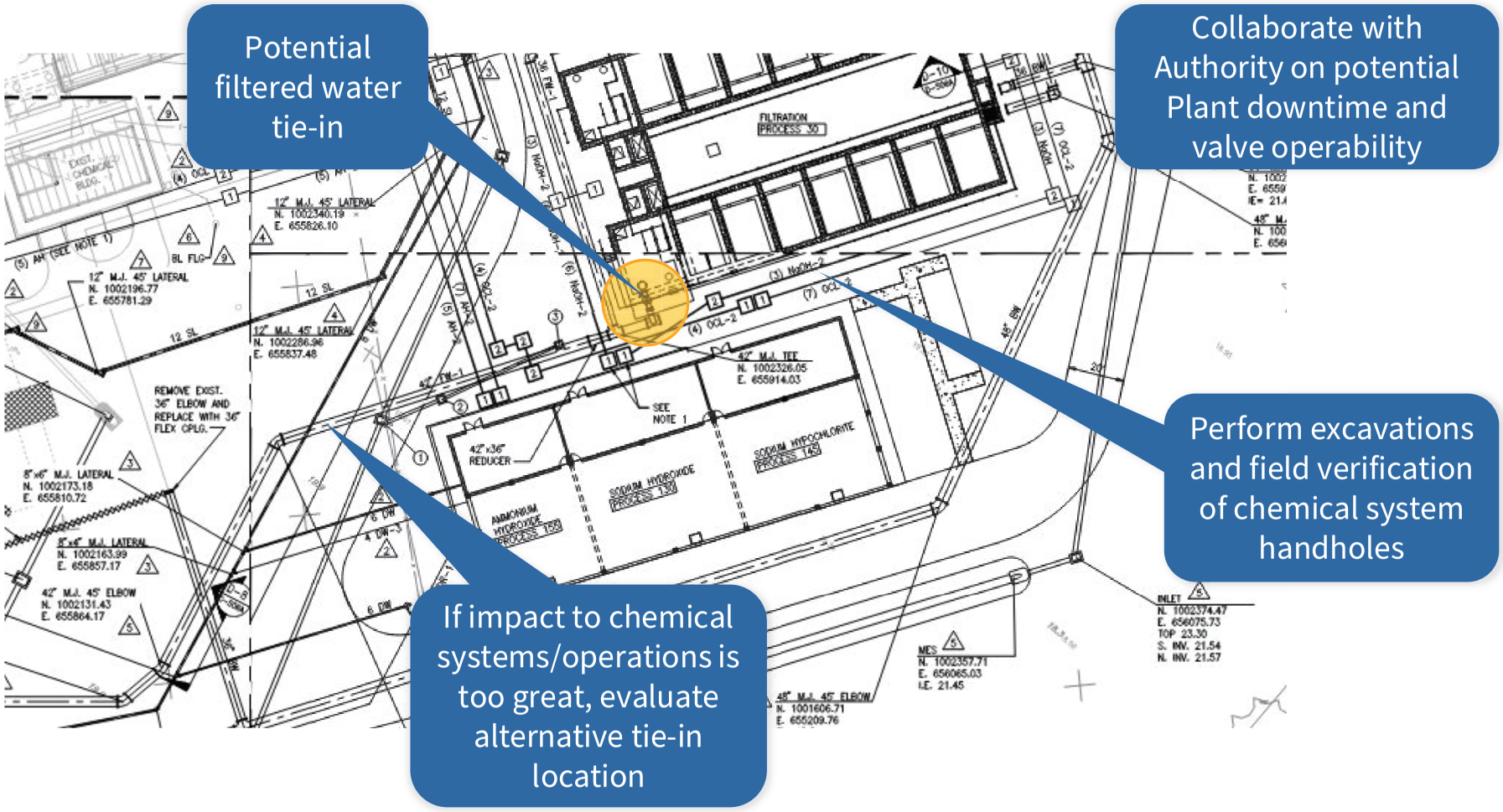
5. Our team reviews and approves the invoices

6. Our team maintains an ODP log with all invoices for the Authority's review

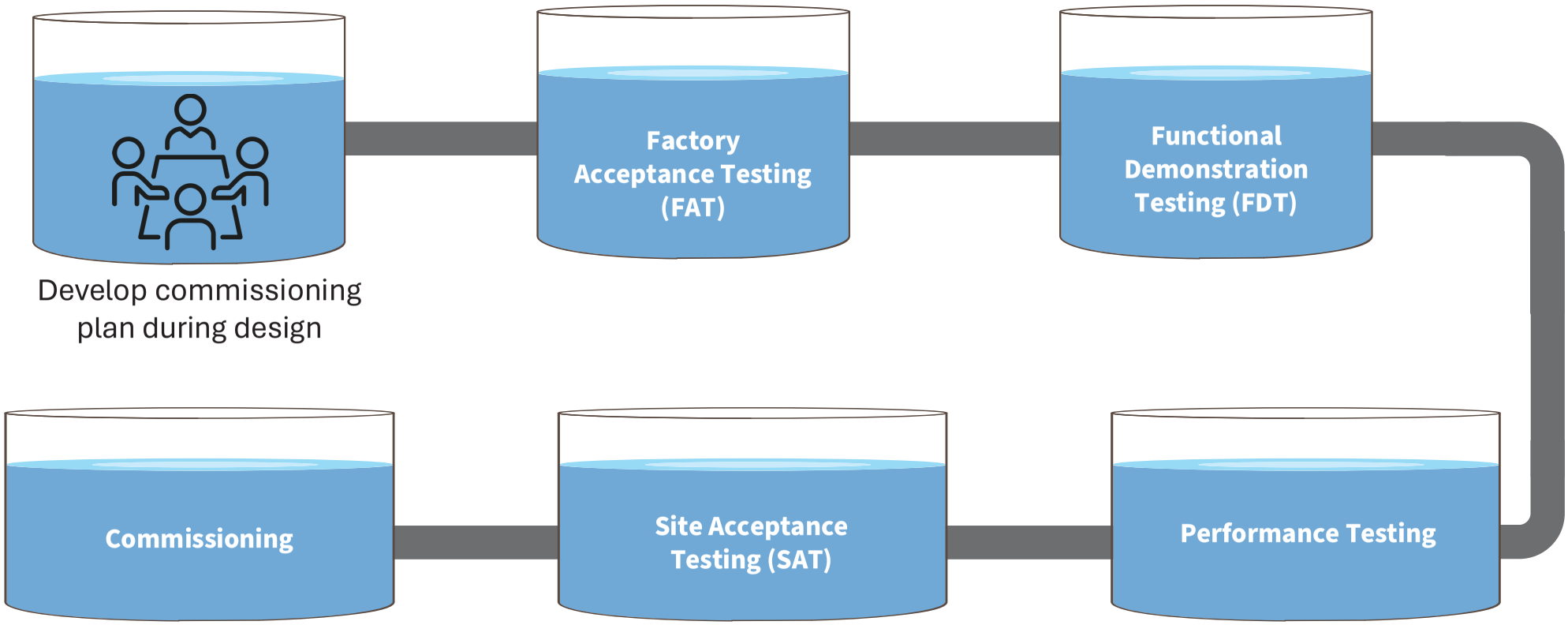
Maintaining Facility Access



DEEP DIVE MOPO – PREVENTS INTERRUPTIONS



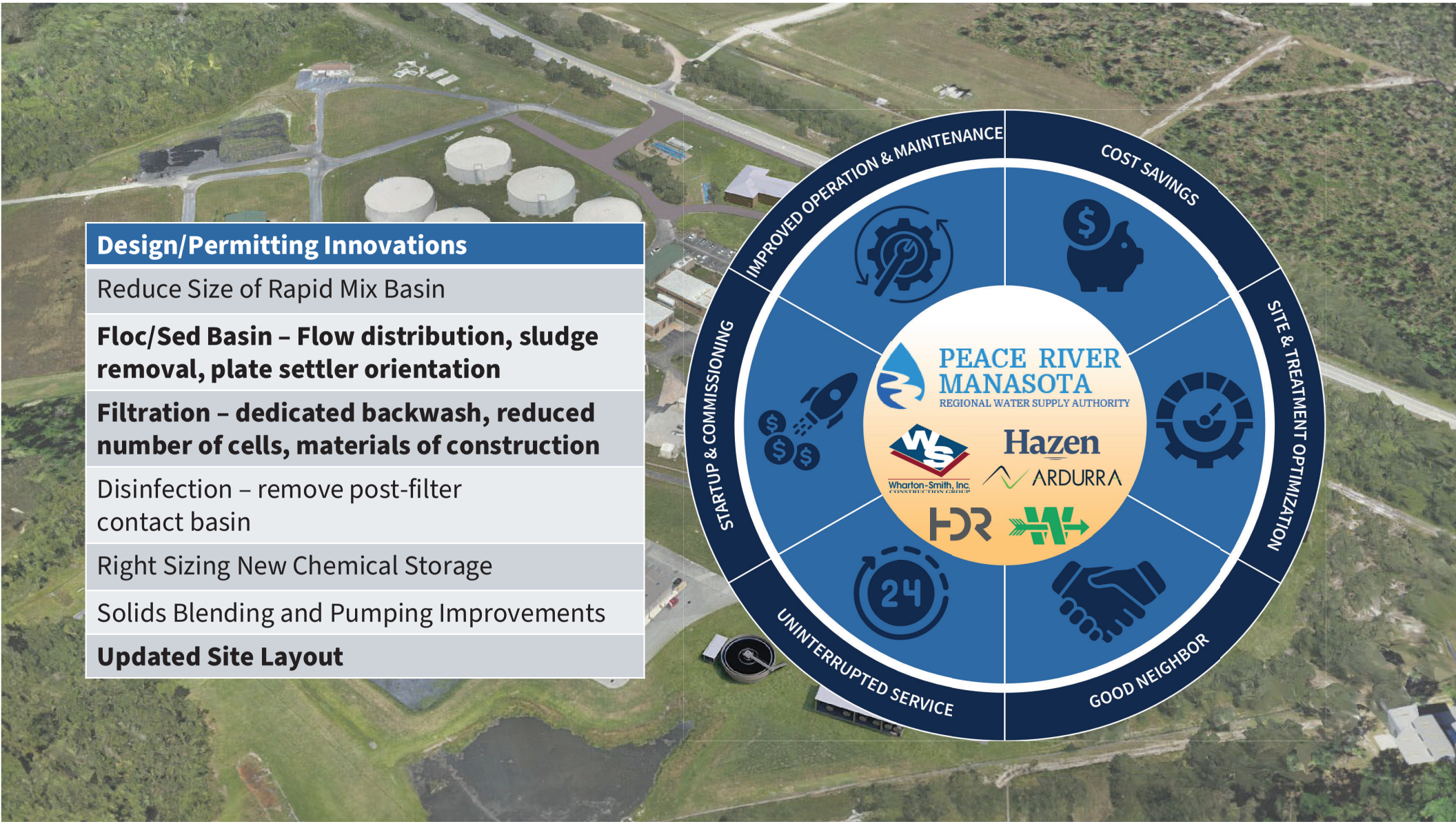
Plant Commissioning Starts in Design



Innovation

Wharton-Smith, Inc
CONSTRUCTION GROUP

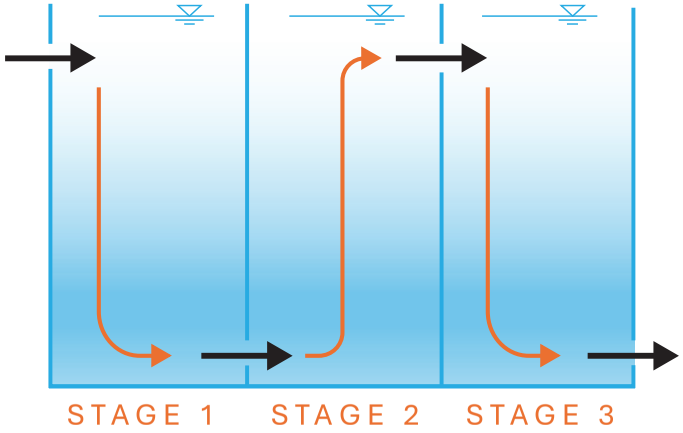
Innovative Design Solutions for Project Success



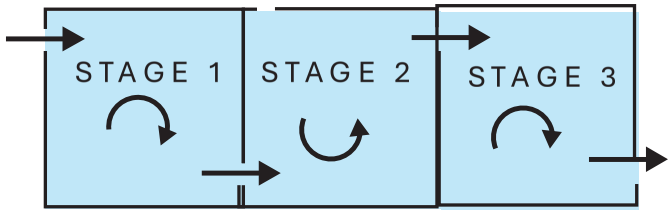
Design/Permitting Innovations
Reduce Size of Rapid Mix Basin
Floc/Sed Basin – Flow distribution, sludge removal, plate settler orientation
Filtration – dedicated backwash, reduced number of cells, materials of construction
Disinfection – remove post-filter contact basin
Right Sizing New Chemical Storage
Solids Blending and Pumping Improvements
Updated Site Layout

Lessons Learned Optimize Pretreatment Configuration

- Serpentine flow to provide plug flow mixing and prevent short circuiting
- Perforated wall design to promote uniform distribution



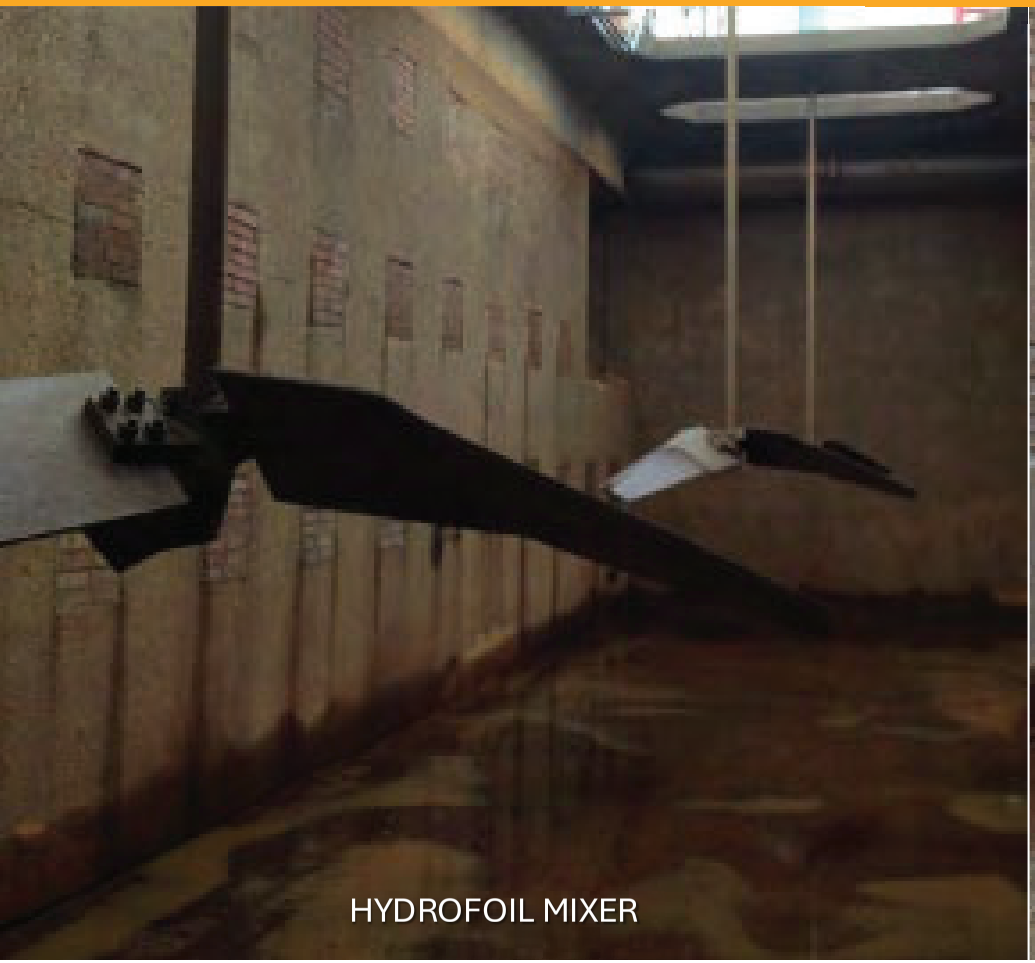
Section View



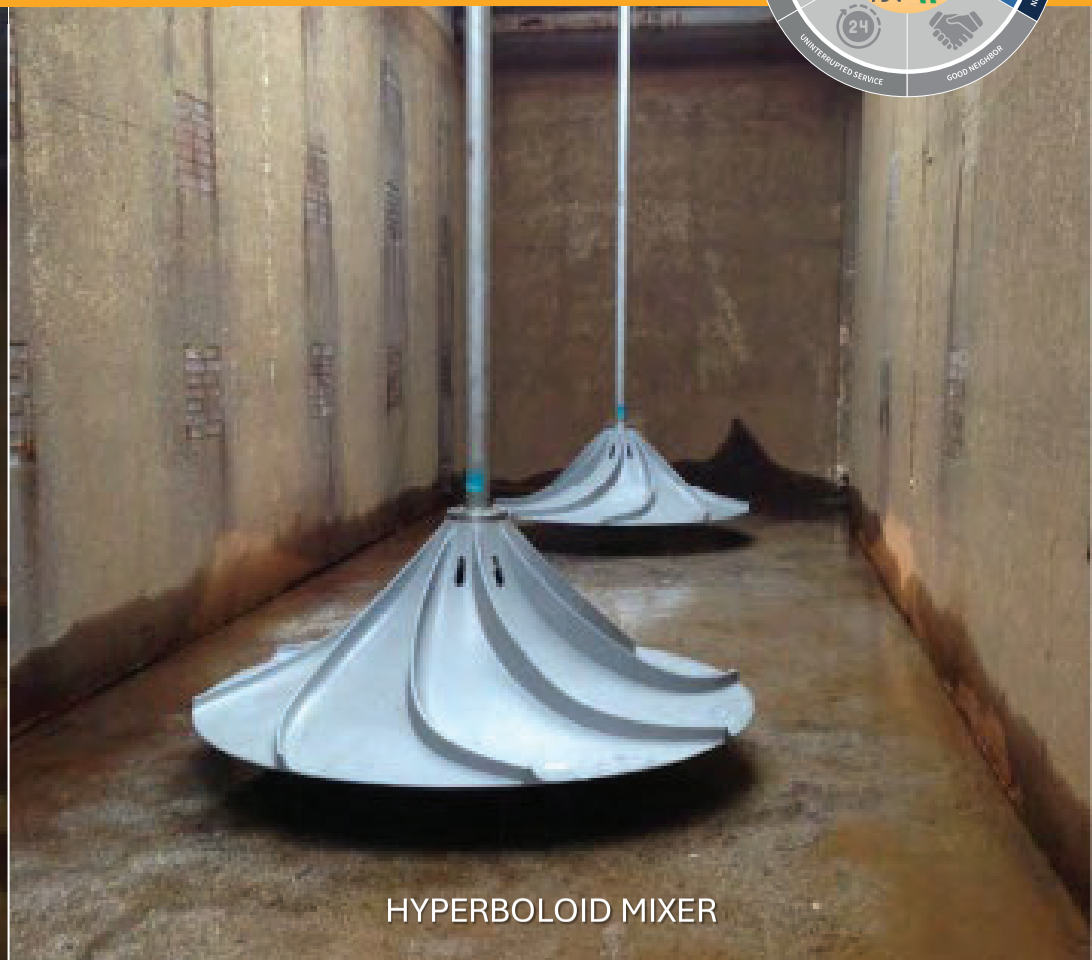
Plan View

Equipment Selection to Reduce Costs and Eases O&M

FLOCCULATORS



HYDROFOIL MIXER



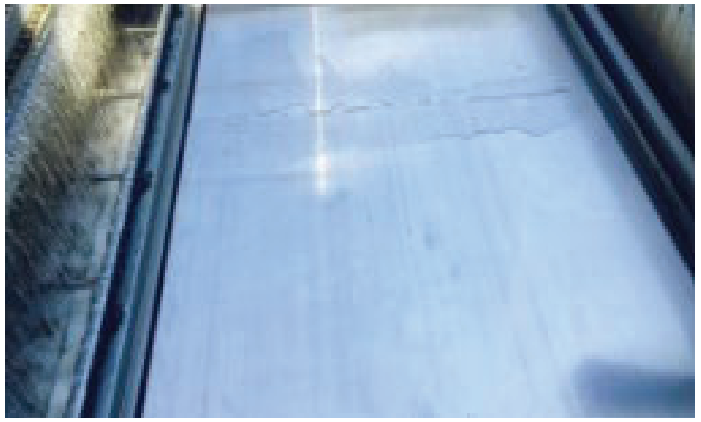
HYPERBOLOID MIXER

Past Experience Drives Design Success

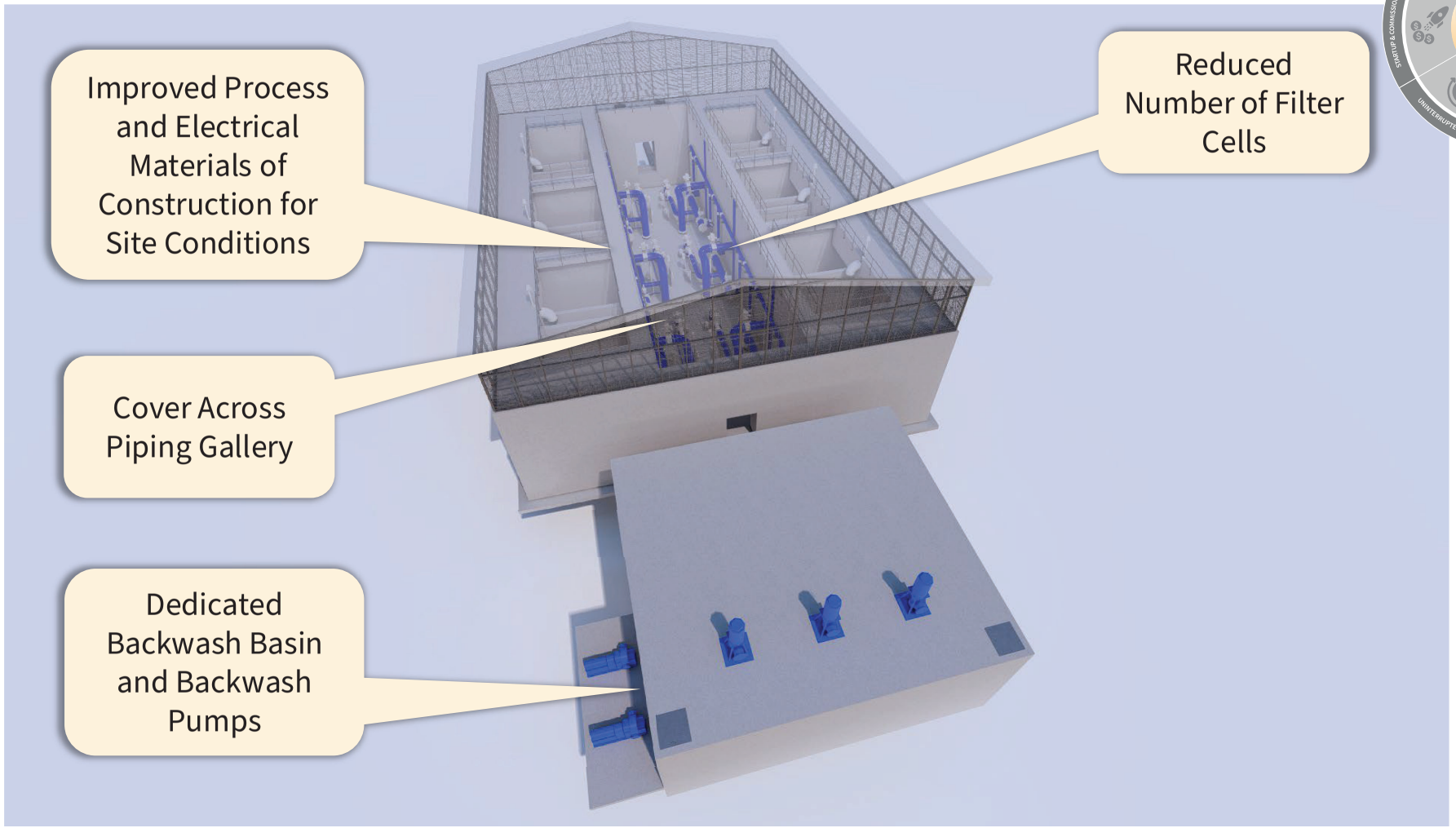
- Reversed installation for improved water quality
- Hydraulics are critical
- Sludge collector selection depends on loadings
- Algae mitigation considerations

Past Experience Drives Design Success

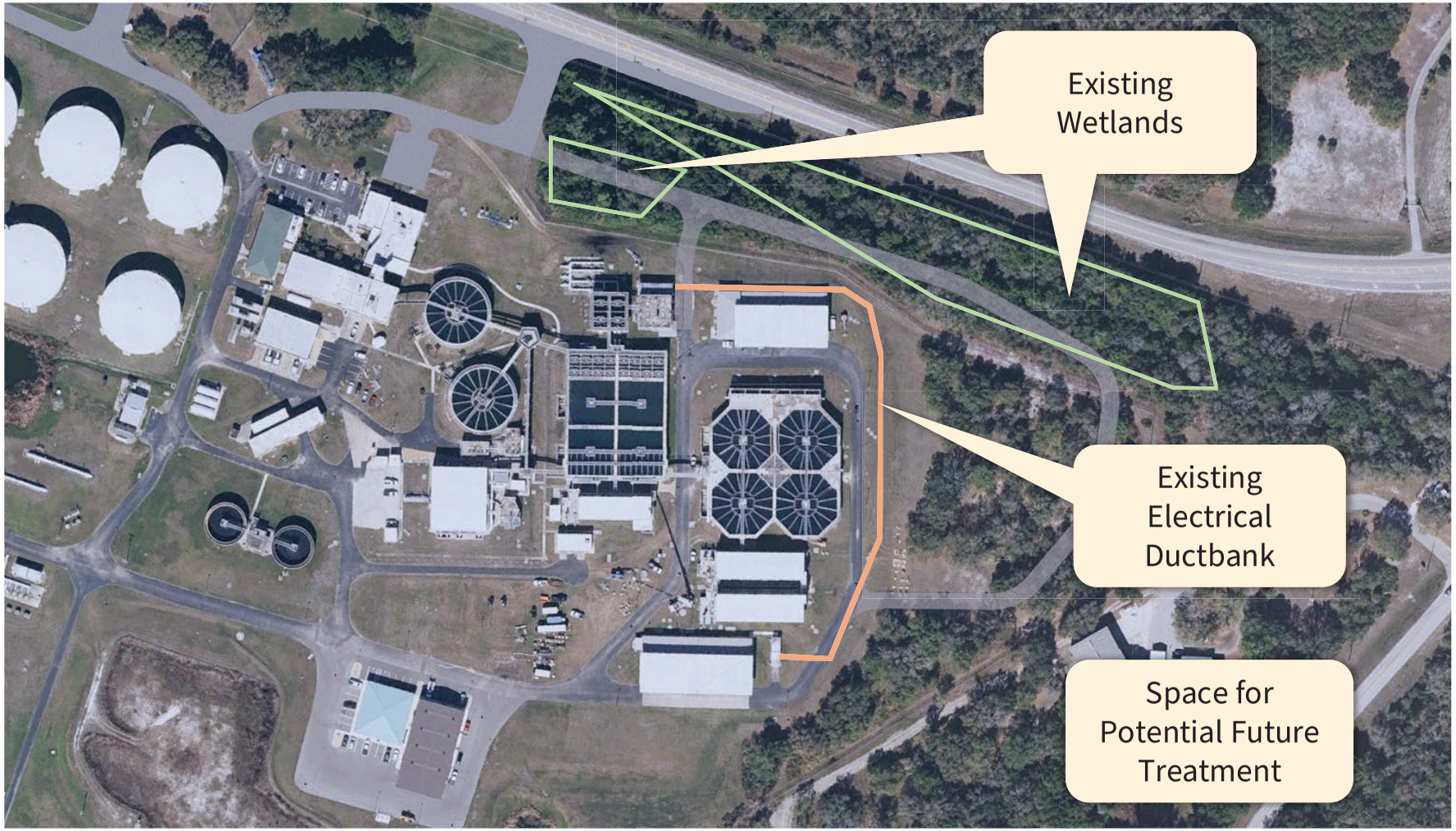
- Reversed installation for improved water quality
- Hydraulics are critical
- Sludge collector selection depends on loadings
- Algae mitigation considerations



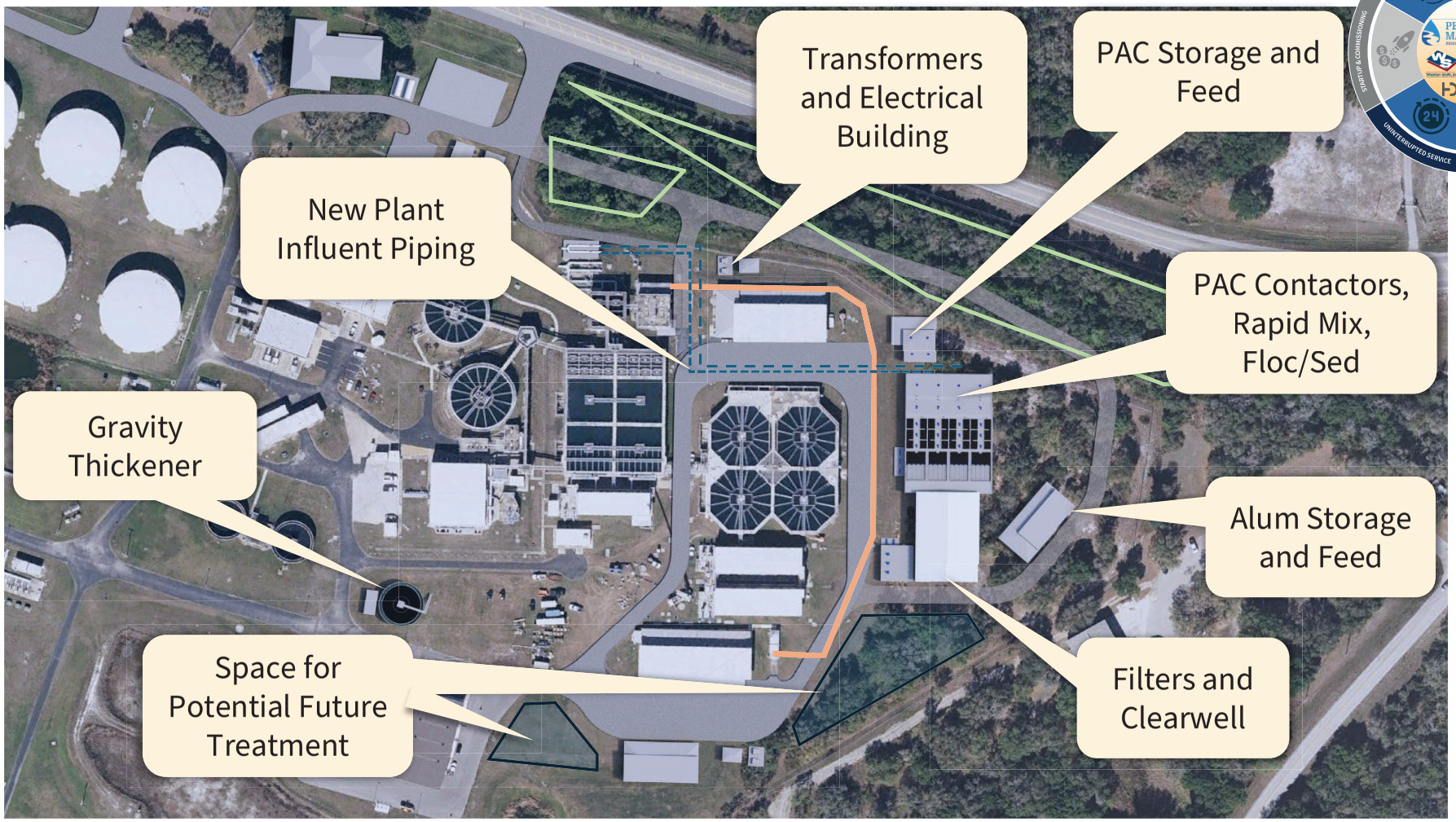
Refined Filter Design Reduces Cost and Simplifies Construction



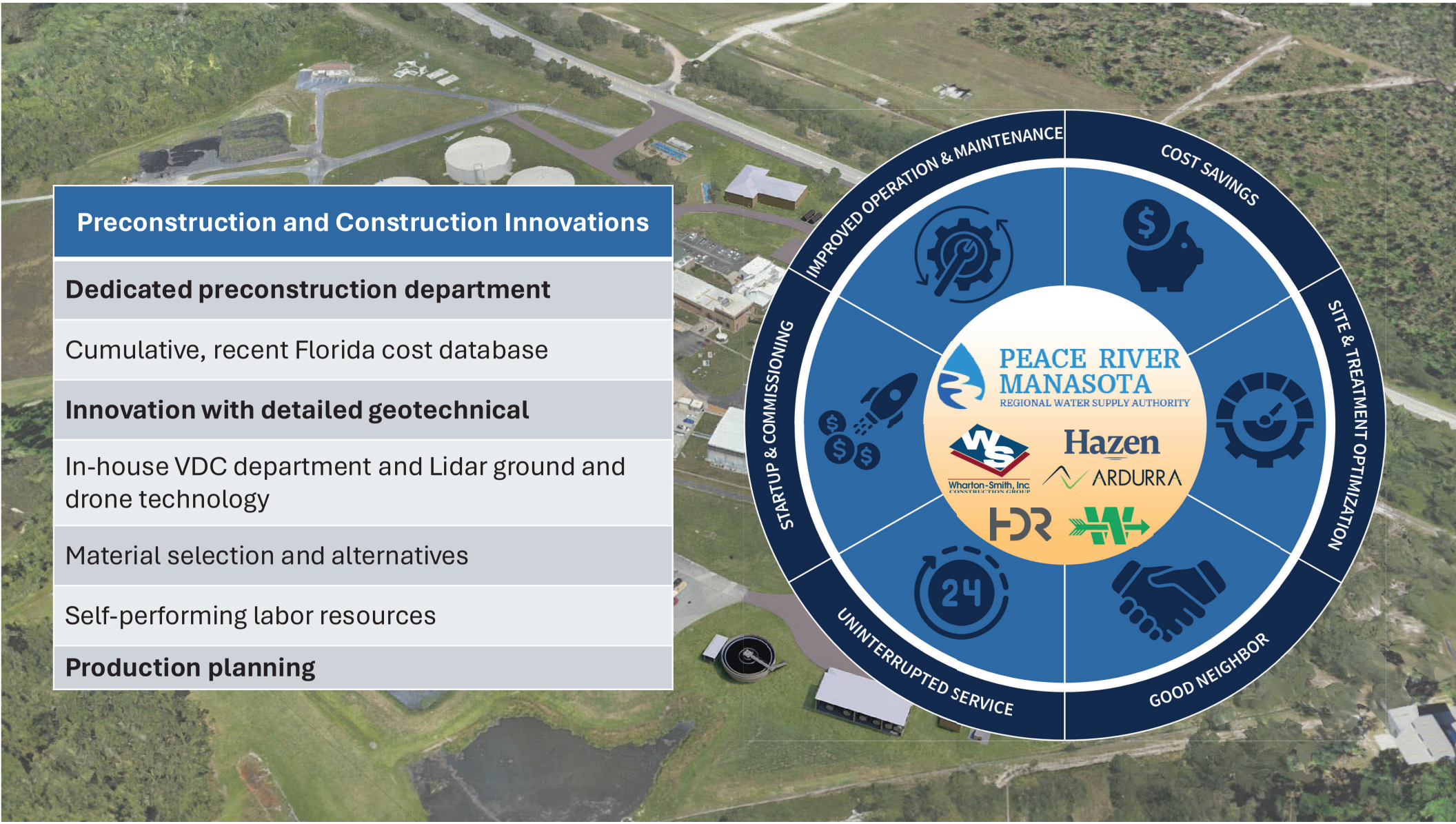
Challenges for Site Layout



Creative Solution to Site Layout



INNOVATIVE CONSTRUCTION SOLUTIONS FOR PROJECT SUCCESS
IMPROVED OPERATION & MAINTENANCE
COST SAVINGS
SITE & TREATMENT OPTIMIZATION
GOOD NEIGHBOR
UNINTERRUPTED SERVICE
STARTUP & COMMISSIONING
PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY
Wharton-Smith, Inc
CONSTRUCTION GROUP
Hazen
ARDURRA
HDR
24



Preconstruction and Construction Innovations
Dedicated preconstruction department
Cumulative, recent Florida cost database
Innovation with detailed geotechnical
In-house VDC department and Lidar ground and drone technology
Material selection and alternatives
Self-performing labor resources
Production planning

Dedicated Preconstruction Department

Todd O'Donnell, DBIA

Total Experience
32 Years

With Wharton-Smith
24 Years

Josh Burns, PE

Total Experience
16 Years

With Wharton-Smith
15 Years

Nathan Hillard, DBIA

Total Experience
22 Years

With Wharton-Smith
20 Years

Erik Anderson, PE, DBIA

Total Experience
20 Years

With Wharton-Smith
19 Years

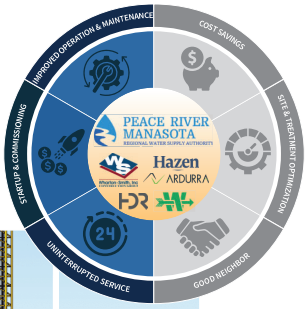
Dwayne Kreidler, PE, DBIA

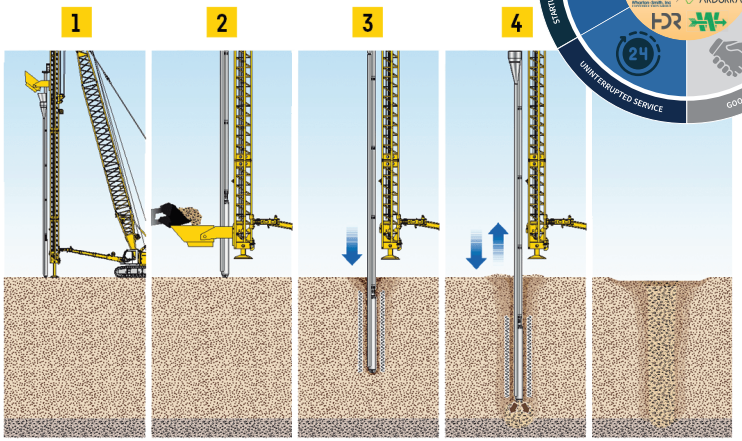
Total Experience
29 Years

With Wharton-Smith
3 Years

Innovation with Early Detailed Geotechnical

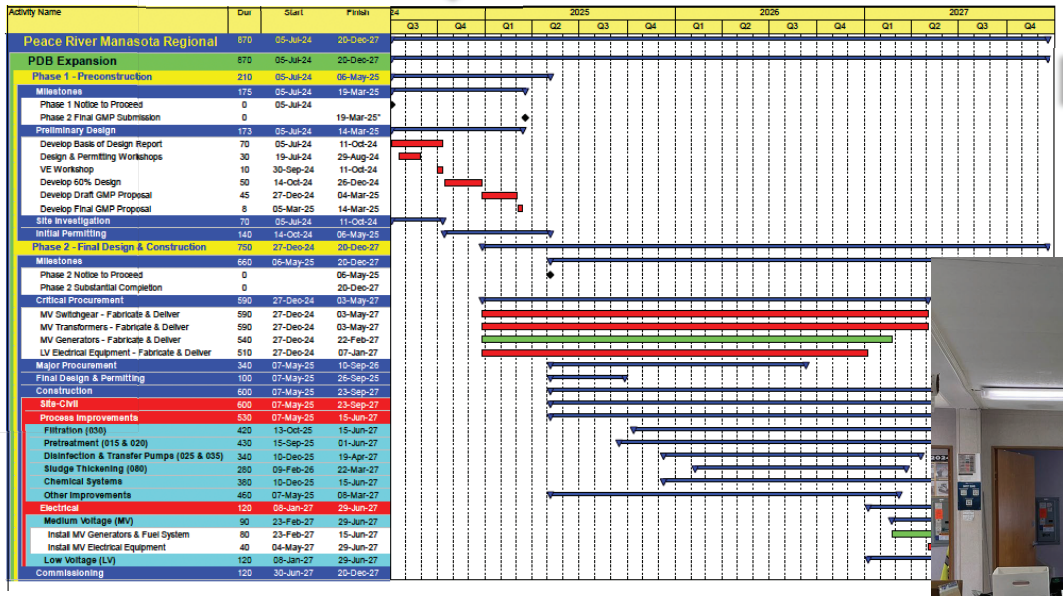
- DCP recommended piles
- Additional testing to gather more geotechnical data
- Vibro stone columns
- Benefits:
  - Schedule and cost savings
  - Reducing impact to public/environment
  - Sequence of construction
  - Ease of constructability





DRIGGERS ENGINEERING SERVICES INCORPORATED
Geotechnical Engineering & Construction Materials Testing

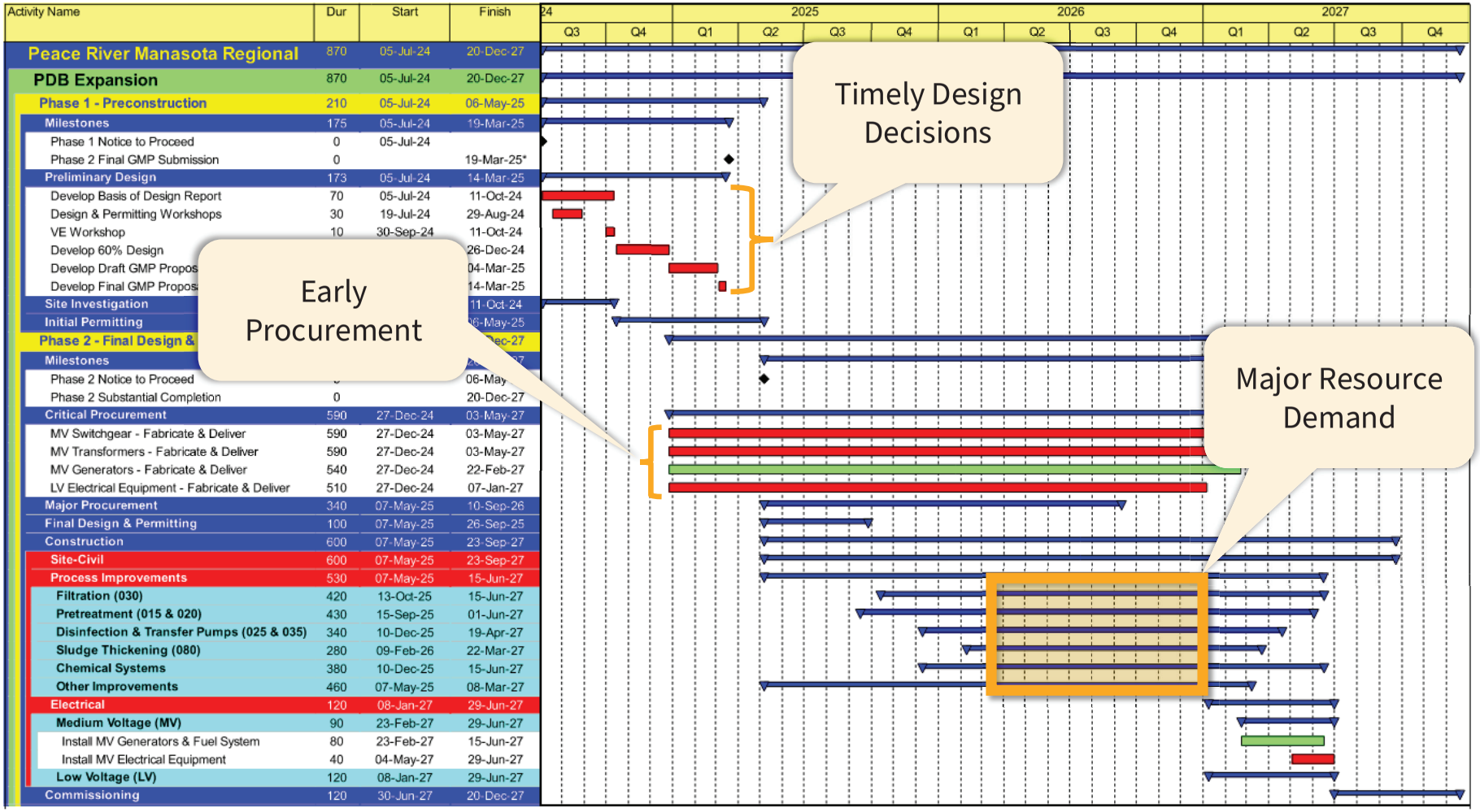
PROJECT PLANNING INNOVATION



SCHEDULE

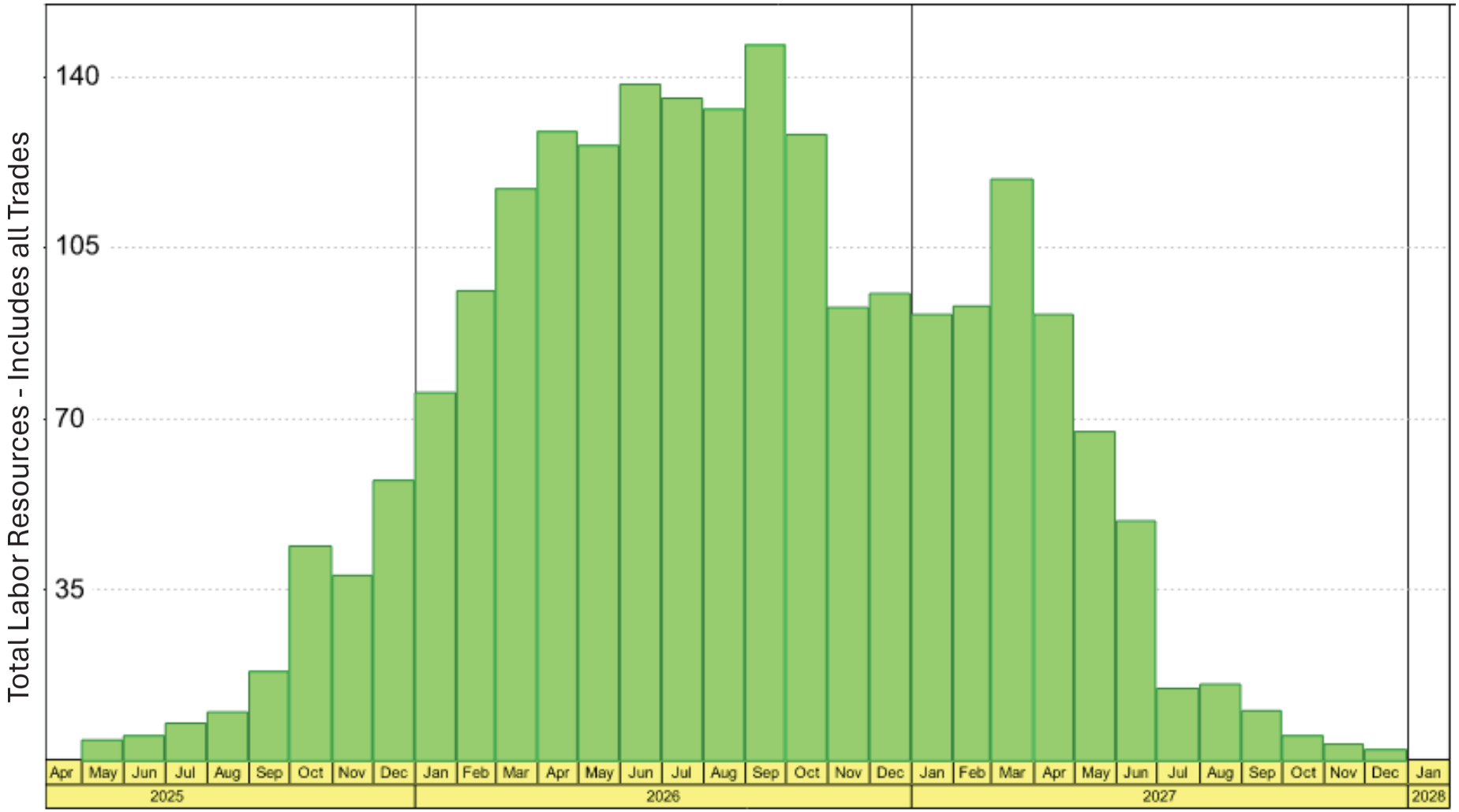
Wharton-Smith, Inc
CONSTRUCTION GROUP

P6 Critical Path Schedule

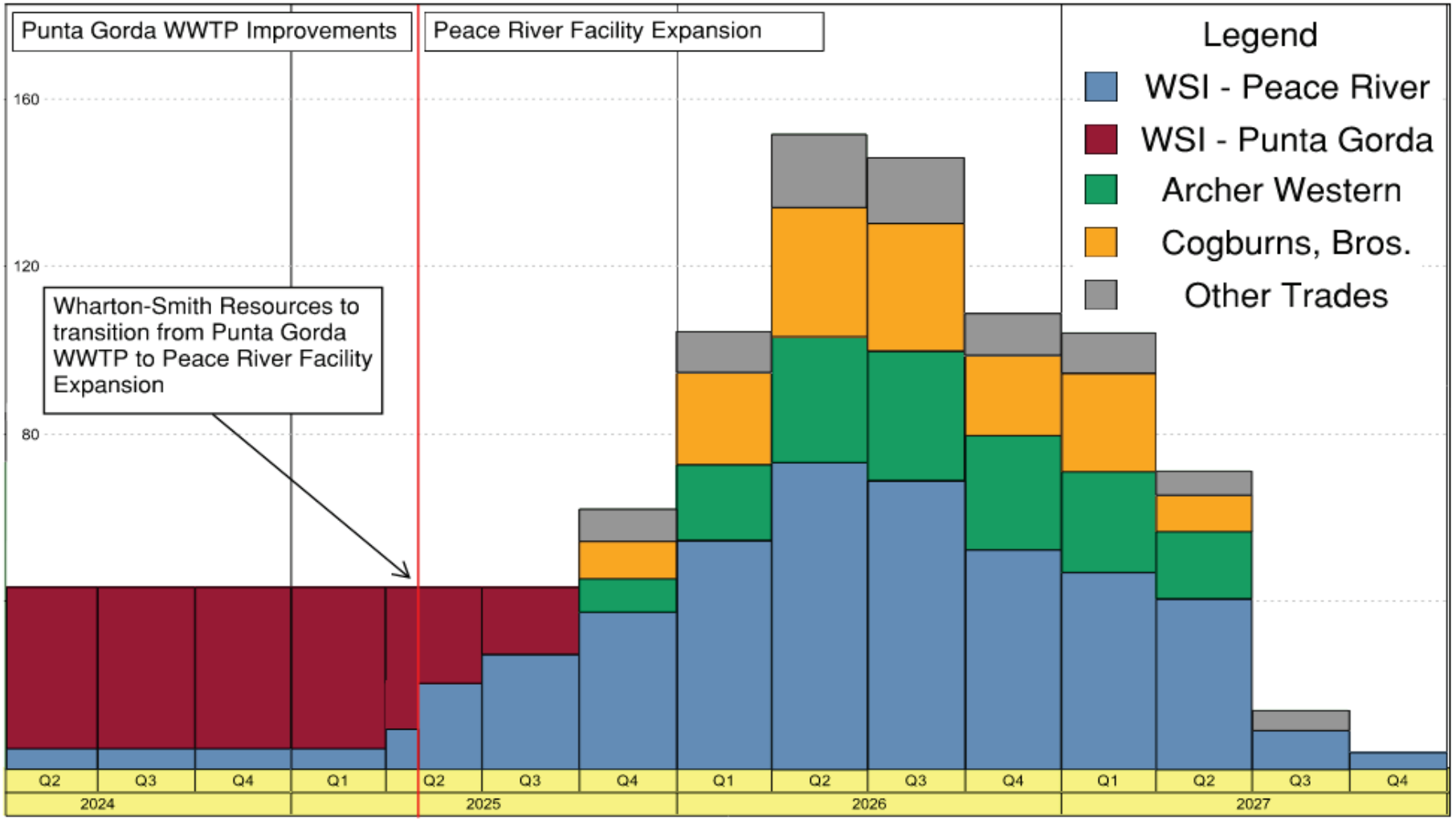


Activity Name	Dur	Start	Finish
Peace River Manasota Regional	870	05-Jul-24	20-Dec-27
PDB Expansion	870	05-Jul-24	20-Dec-27
Phase 1 - Preconstruction	210	05-Jul-24	06-May-25
Milestones	175	05-Jul-24	19-Mar-25
Phase 1 Notice to Proceed	0	05-Jul-24	
Phase 2 Final GMP Submission	0		19-Mar-25*
Preliminary Design	173	05-Jul-24	14-Mar-25
Develop Basis of Design Report	70	05-Jul-24	11-Oct-24
Design & Permitting Workshops	30	19-Jul-24	29-Aug-24
VE Workshop	10	30-Sep-24	11-Oct-24
Develop 60% Design			26-Dec-24
Develop Draft GMP Propos			04-Mar-25
Develop Final GMP Propos			14-Mar-25
Site Investigation			11-Oct-24
Initial Permitting			06-May-25
Phase 2 - Final Design &			ec-27
Milestones			
Phase 2 Notice to Proceed			06-May
Phase 2 Substantial Completion	0		20-Dec-27
Critical Procurement	590	27-Dec-24	03-May-27
MV Switchgear - Fabricate & Deliver	590	27-Dec-24	03-May-27
MV Transformers - Fabricate & Deliver	590	27-Dec-24	03-May-27
MV Generators - Fabricate & Deliver	540	27-Dec-24	22-Feb-27
LV Electrical Equipment - Fabricate & Deliver	510	27-Dec-24	07-Jan-27
Major Procurement	340	07-May-25	10-Sep-26
Final Design & Permitting	100	07-May-25	26-Sep-25
Construction	600	07-May-25	23-Sep-27
Site-Civil	600	07-May-25	23-Sep-27
Process Improvements	530	07-May-25	15-Jun-27
Filtration (030)	420	13-Oct-25	15-Jun-27
Pretreatment (015 & 020)	430	15-Sep-25	01-Jun-27
Disinfection & Transfer Pumps (025 & 035)	340	10-Dec-25	19-Apr-27
Sludge Thickening (080)	280	09-Feb-26	22-Mar-27
Chemical Systems	380	10-Dec-25	15-Jun-27
Other Improvements	460	07-May-25	08-Mar-27
Electrical	120	08-Jan-27	29-Jun-27
Medium Voltage (MV)	90	23-Feb-27	29-Jun-27
Install MV Generators & Fuel System	80	23-Feb-27	15-Jun-27
Install MV Electrical Equipment	40	04-May-27	29-Jun-27
Low Voltage (LV)	120	08-Jan-27	29-Jun-27
Commissioning	120	30-Jun-27	20-Dec-27

Identifying Resource Allocations



Addressing Resource Allocations



Closing

Wharton-Smith, Inc
CONSTRUCTION GROUP

Why Our Team

- ✓ History of Proven Collaboration
- ✓ Fully Developed Team
- ✓ We Know Your Facilities

WE ARE COMMITTED AND READY TO GET TO WORK!

Wharton-Smith, Inc.
CONSTRUCTION GROUP

1984 CELEBRATING 2024
40 years

TAB D
Notice of Intended Decision and Committee Ranking Sheet

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT –
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PROGRESSIVE DESIGN-BUILD SERVICES
for the
PEACE RIVER FACILITY EXPANSION PROJECT -
FINAL DESIGN, PERMITTING, AND CONSTRUCTION

Recommended Action - **Motion** to approve Professional Services Evaluation Committee recommendation and authorize the Executive Director to execute the contract for Phase 1 Services with Wharton Smith, Inc for Professional Design-Build Services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project for a not to exceed cost of $9,250,000.

In accordance with the Authority's Procurement Policy, Statements of Qualifications (SOQ) were requested from respondents interested in providing professional Design-Build services for the 'Peace River Facility Expansion Project- Final Design, Permitting & Construction' Project. Three (3) SOQs were timely received by the April 22, 2024 submittal deadline and all three (3) SOQs were deemed responsive and were evaluated in accordance with the Authority Procurement Policy.

On May 5, 2024, 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 respondents to move on to the 2nd Stage -Technical Presentations held on May 20, 2024. Following the 2nd Stage – Technical Presentations, the PSEC ranked Respondents with the results shown in the table below.

Staff recommends that the Authority Board of Directors approve the PSEC ranking below and authorize the Executive Director to execute the contract for Phase 1 Services with Wharton-Smith, Inc. for Professional Design-Build Services for the 'Peace River Facility Expansion Project - Final Design, Permitting & Construction' for a not to exceed cost of $9,250,000.

Rank	Firm	Location
1	Wharton-Smith, Inc	Fort Myers, FL
2	The Haskell Company	Jacksonville, FL
3	PCL Construction, Inc	Tampa, FL

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statues, or failure to post the bond or other security requirement by law within the time allowed for filing a bond shall constitute a waiver of proceeding under chapter 120, Florida Statutes.

Posted: May 20, 2024

Peace River Manasota Regional Water Supply Authority
PDB Services - PRF Expansion
PSEC Meeting: May 20, 2024 @ 10:00 AM
8998 SW CR 769 Arcadia, FL 34269

TEAM	Final Ranking
Haskell & Aecom	**2**
PCL & Carollo	**3**
Wharton-Smith & Hazen	**1**

Technical Presentation Components:

1 Project Schedule
2 Project Technical Approach
3 Project Innovation

Member Signatures:

Mike Knowles, Engineering/Projects Sr. Manager, PRMRWSA (Chair)

Richard Anderson, Deputy Director, PRMRWSA

Doug Leath, Maintenance Manager, PRMRWSA

Scott Cunningham, Construction Manager, PRMRWSA

Chris Rogers, Project Manager III, PRMRWSA

TAB E
Contract

Progressive Design-Build Agreement
for the Peace River Facility Expansion

This Agreement ("Agreement") is entered into this ____ day of _____, 2024 by and between the Peace River Manasota Regional Water Supply Authority, an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes ("Authority" or "Owner") and _____, a corporation authorized to do business in the State of Florida. ("Design-Builder").

Background

The Authority intends to design and construct a project known as the Peace River Facility ("PRF") Expansion Project - Final Design, Permitting, and Construction (the "Project").

The Authority and Design-Builder will implement the Project in two sequential phases:

- **Phase 1 – Preconstruction**: Design-Builder will perform preconstruction and design services including but not limited to 60% design milestone and related permitting needs and will develop a schedule and Guaranteed Maximum Price proposal for the Phase 2 services. Exhibit 1.1 provides the Scope of Design-Builder Services for Phase 1.

- **Phase 2 – Final Design and Construction**: If the Authority accepts the price proposal for the Phase 2 services, Design-Builder will complete 100% design, permitting, construction and post-construction tasks, including performance testing, commissioning, training, support, and turnover. The parties will then develop and execute a contract amendment (known as the Guaranteed Maximum Price Amendment) setting forth the parties' obligations for Phase 2.

In consideration of the mutual covenants and obligations contained herein, the Authority and Design-Builder agree as follows.

Article 1
The Work

The Work will be performed under two phases, and will consist of the following:

1.1. Phase 1 – Preliminary Design and Preconstruction Services. Design-Builder will perform the Phase 1 Services set forth in Exhibit 1.1. As set forth more fully in Article 8, the Phase 1 Services includes Design-Builder providing Owner with a proposal that will establish the commercial terms for the Final Design and Construction Phase (Phase 2) Services, including but not limited to the Guaranteed Maximum Price and Scheduled Substantial Completion Date. Design-Builder acknowledges that Owner is under no obligation to accept the proposal, and that Owner has the right to terminate this Agreement in accordance with Article 8.

1.2. Phase 2 – Final Design and Construction Services. Design-Builder will perform the Final Design and Construction Phase in accordance with the Contract Amendment and the General Conditions.

Article 2
General Conditions and Exhibits

General Conditions and Exhibits

2.1 General Conditions and Defined Terms. Terms used in this Agreement have the meanings provided in the General Conditions which is attached to and is part of this Agreement.

2.2 Exhibits. The following exhibits are part of this Agreement:

Exhibit 1.1	Design-Builder's Phase 1 Services
Exhibit 3.2	Phase 1 Services Milestones
Exhibit 4.1	Compensation for Phase 1 Services
Exhibit 6.2	List of documents that Owner will provide to Design-Builder
Exhibit 7.1	Project Performance Criteria
Exhibit 9.1	Federal and State Contract Requirements

Article 3
Contract Time

3.1 Date of Commencement

A. Design-Builder shall commence the Phase 1 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 1 Services"). Owner will issue an NTP within seven days after the Effective Date of the Agreement unless the Parties mutually agree otherwise in writing.

B. Design-Builder shall commence the Phase 2 Services upon Design-Builder's receipt of Owner's Notice to Proceed ("NTP with Phase 2 Services"). Owner will issue an NTP within seven days after the Effective Date of the Guaranteed Maximum Price Amendment, unless the Parties mutually agree otherwise in writing.

3.2 Schedule for Performance of Phase 1 Services.

A. Design-Builder shall perform the Phase 1 Services in accordance with the time periods set forth in Exhibit 3.2, "Phase 1 Services Milestones."

B. Within 14 days from the NTP for Phase 1 Services, Design-Builder shall submit to

Owner, for its review and approval, a proposed Phase 1 Services Schedule that includes, among other things: (a) the order in which Design-Builder proposes to carry out the Phase 1 Services; and (b) the times when submissions and approvals or consents by Owner are required (provided, however, that such times shall be no less than the Owner's minimum review durations identified in the Contract Documents. Upon approval of the Phase 1 Services Schedule, Design-Builder shall provide monthly updates that show the actual progress of its performance of the Phase 1 Services as compared to the projected progress of the work.

3.3 Contract Time for Phase 2 Services.

A. Scheduled Substantial Completion Date. Design-Builder shall substantially complete the Work no later than the date set forth in the Guaranteed Maximum Price Amendment ("Scheduled Substantial Completion Date"), subject to adjustment in accordance with the General Conditions.

B. Scheduled Final Acceptance Date. Design-Builder shall achieve Final Acceptance no later than 90 days from Substantial Completion ("Scheduled Final Acceptance Date"), subject to adjustment in accordance with the General Conditions.

3.4 Time of the Essence. The time limits for Substantial Completion and Final Acceptance are of the essence of the Contract.

3.5 Delay Liquidated Damages.

A. Application. This paragraph 3.5 applies only to Phase 2 Services.

B. Calculation of Delay Liquidated Damages. If Design-Builder does not meet the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. To compensate Owner for those damages, if Substantial Completion has not occurred on or before the Scheduled Substantial Completion Date, then Design-Builder shall pay to Owner liquidated damages for each day until Substantial Completion is achieved, with the daily rate established in the Guaranteed Maximum Price Amendment.

C. Owner's Rights to Offset. Owner shall have the right to deduct the Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due to Design-Builder to demand and receive payment from Design Builder of such liquidated damages, and either party may initiate applicable dispute resolution procedures under Article 15 of the General Conditions to recover such liquidated damages. The deductions of such damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents.

Owner has the discretion to allow Delay Liquidated Damages to accrue without collecting and by doing so does not waive any rights to collect them at a later time.

D. Liquidated Damages Not Penalty. The Parties acknowledge, recognize, and agree on the following:

1. because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and
2. any sums which would be payable as Delay Liquidated Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure, and shall, without duplication, be the sole and exclusive measure of damages with respect to any failure by Design-Builder to achieve Substantial Completion on or before the Scheduled Substantial Completion Date; and
3. that, in recognition of the acknowledgments above, Design-Builder is expressly estopped from arguing, and waives any rights it may have to argue, that the Delay Liquidated Damages are a penalty and that they are not enforceable; and
4. that the provisions for Delay Liquidated Damages are not intended to excuse Design-Builder from liability for any other breach of its obligations under the Contract Documents or affect any other remedy Owner has under the Contract or as a matter of law.

Article 4
Phase 1 Compensation and Phase 2 Contract Price

4.1 Compensation for Phase 1 Services. Owner shall pay Design-Builder for the Phase 1 Services the sum set forth in Exhibit 4.1.

4.2 Phase 2 Contract Price.

A. Owner shall pay Design-Builder in accordance with the General Conditions a contract price ("Contract Price") equal to the amount set forth in the Guaranteed Maximum Price Amendment ("GMP Amendment"). The Contract Price is subject to adjustments made in accordance with Article 9 of the General Conditions.

B. The Contract Price is deemed to include all sales, consumer, use, employment- related and other taxes mandated by applicable Laws and Regulations or that result from the performance of the Work.

C. Risk Items. Risk Items and their corresponding values will be set forth in the GMP Amendment and will be included in the Contract Price. The GMP Amendment will, at a minimum, describe: (a) the items for which Risk Items may be used, (b) the process by which the amounts are accessed during the project, and

(c) how any unspent amounts will be allocated at project closeout. Article 8 of this document provides the required contents and process for developing the GMP Amendment.

Article 5
Payment Procedures

5.1 Submittal and Processing of Payments.

A. Design-Builder shall submit, and Owner will process, Applications for Payment in accordance with Article 13 of the General Conditions.

B. All Applications for Payment shall include the purchase order number for this Contract and shall follow the same format as shown on the Application for Payment provided in the Contract Documents. For Phase 2 Services Design-Builder shall include the wage information required under Exhibit 9.1.

C. Failure of Design-Builder to follow the instructions set forth in the Contract Documents regarding a proper Application for Payment and acceptable services may result in an unavoidable delay in payment by Owner.

D. Any early payment discount offered by Design-Builder shall be clearly indicated on the Application for Payment), including the percentage of the discount and the time period for which the discount is valid. Owner reserves the option to accept such early payment discounts.

5.2 Progress Payments

A. Payments for the Phase 1 Services. Owner shall make progress payments for the Phase 1 Services within the time set forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by Exhibit 4.1 (Compensation for Phase 1 Services), pursuant to paragraph 13.01 of the General Conditions and shall reflect the total of payments previously made and amounts properly withheld under paragraph 13.03 of the General Conditions.

B. Payments for Work Performed after the Effective Date of the Guaranteed Maximum Price Amendment.

1. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Owner shall make progress payments within the time set

forth in paragraph 5.4 below after Owner's receipt of each properly submitted and accurate Application for Payment submitted in accordance with paragraph 13.02 of the General Conditions. All such payments will be measured by the Schedule of Values, pursuant to paragraph 13.01 of the General Conditions, and shall reflect the total of payments previously made and amounts properly withheld as retainage, as set forth below, and under the paragraph 13.03 of the General Conditions.

2. Owner will make progress payment in an amount equal to 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 5% as retainage. In no event shall payments for materials and equipment stored exceed 95% of the value of the related cost for the specific item of work in place shown in the schedule of values regardless of the stated value of the materials or equipment. Owner will pay an amount equal to 95% of materials and equipment not incorporated in the work stored offsite if stored in a manner acceptable to Owner, as stated above for on-site stored materials. When payment to Design-Builder is made for stored materials and equipment, Design-Builder shall submit invoices marked paid by the supplier with the next month's request for payment to document that Design-Builder has paid for said materials and equipment or the previously paid amount for stored materials shall be deducted from any remaining payment(s) or retainage for any stored materials not so properly documented.

5.3 Final Payment. Upon Final Acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in paragraph 13.08.

5.4 Date of Payment. Owner will make payment for all goods and services in a timely manner as provided in Part VII of Chapter 218, Florida Statutes, known as the Local Government Prompt Payment Act.

Article 6
Design-Builder's Representations

Design-Builder shall be deemed to have made the following representations with its submission of the Guaranteed Maximum Price Proposal and the execution of the Guaranteed Maximum Price Amendment:

6.1 Understanding. Design-Builder has examined, carefully studied, and thoroughly understands the Contract Documents and the Reference Documents associated with the Work covered by a Guaranteed Maximum Price Proposal and Guaranteed Maximum Price

Amendment.

6.2 Site conditions. Design-Builder has reviewed the Site and the documents identified in Exhibit 6.2 and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.3 Laws and Regulations. Design-Builder understands all Laws and Regulations that may affect cost, progress, and performance of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.4 Nature of work. Design-Builder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

6.5 Correlation. Design-Builder has correlated the Contract Documents with the information known to Design-Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data that Design-Builder believes is necessary to perform the Work.

6.6 Discrepancies. Design-Builder has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents and the Authority's written resolution thereof, if any, is acceptable to Design-Builder.

6.7 Sufficiency. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work covered by the Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment.

6.8 Obligations. Design-Builder shall be bound by and shall perform its obligations in full compliance with the Contract Documents.

6.9 Authority. Design-Builder has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Design-Builder. Design-Builder is duly authorized to conduct business in theState of Florida.

6.10 Accuracy of RFP Response. All the information provided by Design-Builder in response to the Request for Proposals for the Project was true andaccurate when Design-Builder submitted it to the Authority and has not materially changed as of the Effective Date of this

Agreement.

6.11 Expertise. Design-Builder has special expertise in the type of professional services to be providedunder this Agreement and Design-Builder acknowledges that such representations were amaterial inducement to the Authority to enter into this Agreement with Design-Builder.

6.12 Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Design-Builder, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Design-Builder except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

6.13 Scrutinized Companies. Design-Builder certifies that it is in compliance with section 287.135, Florida Statutes. The Authority may terminate this Agreement if Design-Builder is found to be out of compliance with this statute. Design-Builder certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. The Authority may terminate this Agreement if Design-Builder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Authority may terminate this Agreement if Design-Builder is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been place on a list created pursuant to section 215.473, Florida Statutes relating to scrutinized active business operations in Iran. Design-Builder acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

6.14 Public Entity Crimes. Design-Builder understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Design-Builder nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Design-Builder is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.

6.15 E-Verify. Design-Builder is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Design-Builder has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Design-Builder shall require any subcontractors to provide the Design-Builder with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Design-Builder shall maintain a copy of such affidavit for the duration of the contract.

6.16 Truth-in Negotiation. Design-Builder's execution of this Agreement constitutes a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting as required by subsection 287.055(5)(a), Florida Statutes. Design-Builder will continuously comply with subsection 287.055(5)(a), Florida Statutes and will adjust the original contract price and any additions thereto to exclude any significant sums by which the Authority determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

6.17 No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Design-Builder has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder or its Design Subconsultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Design-Builder or its Design Subconsultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Design-Builder breaches or violates this provision, the Authority has the right to terminate this Agreement without liability and, at its discretion, to deduct from Design-Builder's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

Article 7
Contract Documents

7.1 Contract Documents. The Contract Documents consist of the following:

A. This Agreement including all the Exhibits;

B. Project Performance Criteria, as set forth in Exhibit 7.1.

C. The General Conditions;

D. The Supplementary Conditions;

E. The Request for Proposals for the Project dated _____, 2024 and Design-Builder's response to it ("the RFP and response");

F. The following, which shall be designated, completed, delivered, prepared, or issued after the Effective Date of the Agreement and are not attached hereto:
   1. Any and all written amendments (other than the Guaranteed Maximum Price Amendment), Change Orders, Work Change Directives, and Field Orders amending, modifying, or supplementing the Contract Documents.

2. The Guaranteed Maximum Price Amendment executed in accordance with Article 8 below;
3. The Final Drawings and Specifications, which shall be developed, submitted, and acted upon pursuant to paragraph 6.17 of the General Conditions.

7.2 Amending the Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in Article 8 hereof with respect to the Guaranteed Maximum Price Amendment, and as provided in paragraph 3.04.A of the General Conditions for any other amendment, modification, or supplementation.

7.3 Order of Precedence of the Contract Documents. The following order of precedence shall apply in the case of direct, irresolvable conflicts between or among Contract Documents:

A. Written amendments signed by the Parties (other than the Guaranteed Maximum Price Amendment) with those of a later date taking precedence;

B. Work Change Directives, Change Orders, and Field Orders with those of a later date taking precedence;

C. The Guaranteed Maximum Price Amendment;

D. This Agreement, including all Exhibits;

E. The Supplementary Conditions;

F. The General Conditions;

G. The Final Specifications;

H. Final Drawings; and

I. The Project Performance Criteria.

Article 8
Guaranteed Maximum Price Proposal and Guaranteed Maximum Price Amendment Process

8.1 Submission of Guaranteed Maximum Price Proposal. Upon written authorization by Owner, Design-Builder shall submit a proposal for the Final Design and Construction (Phase 2) Services. Design-Builder shall produce a format for the Guaranteed Maximum Price Proposal, including the format of supporting documentation and line items of the Work, and provide it to Owner for review and approval. At a minimum, the support documentation must include a complete line-item cost estimate indicating the itemized

costs that comprise the total proposal amount. The parties must agree on the format of the Guaranteed Maximum Price Proposal at least 60 days before Design-Builder submits it.

8.2 Contents of Guaranteed Maximum Price Proposal. Design-Builder shall include the following in the Guaranteed Maximum Price Proposal, unless the parties agree otherwise:

A. A proposed Guaranteed Maximum Price.

B. A complete list of the Guaranteed Maximum Price Proposal Documents. At a minimum, Design-Builder shall provide the documentation described in this paragraph 8.2.

C. A list of the assumptions and clarifications made by Design-Builder in the preparation of the proposal, which list is intended to supplement the information contained in the Guaranteed Maximum Price Proposal Documents.

D. The following schedules:
   1. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based.
   2. The Design-Builder shall use project management software approved by Owner for creating and updating all progress schedules and reports.
   3. A Schedule of Submittals which lists each required Submittal and the times for submitting, reviewing, and processing each Submittal.
   4. A Schedule of Values for all the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices must include an appropriate amount of overhead and profit applicable to each item of Work.
   5. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

E. If applicable, a list of Risk Items and values, and a complete description of their basis as follows:
   1. The Contract Price set forth in the GMP Amendment will include an itemized list of Owner Risk Items and Design-Builder Risk Items. Risk Items describe those anticipated items and values which the parties expect could be needed, but for which the extent or amount has not been quantified at the time of the GMP Amendment. Each Risk Item identifies a project risk above what has been included in the baseline cost for the work. A Risk Register will list each Risk Item and the predicted reasonable amount it could cost and will provide the basis for developing the amount. The Risk Items listed on the Risk Register will also be shown on the GMP Schedule of Values "Risk Items" section.
   2. The parties have carefully considered the items and costs that could affect this project. However, unforeseen items for unexpected or extra work needed to the

complete the project could occur other than those items listed in the Risk Register. Such items will be considered contingency cost overruns and will be documented in a Change Order.

3. For each Risk Item shown on the Risk Register Design-Builder will submit invoices and Owner will only pay for actual costs incurred. Design-Builder is not required to use any or all of the amounts listed for any Risk Item. Any amounts remaining at the end of the Project will be savings to the Owner or shared by the parties as provided in the GMP Amendment.
4. "Owner Risk Items" are those items for which Owner will bear the risk. If the cost of any Owner Risk Item exceeds the cost shown on the Risk Register, 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 will not perform any work on an Owner Risk Item without first obtaining written authorization to proceed from Owner. The basis for the values for Owner Risk Items is contained in the Risk Register but is not a guarantee by Design-Builder that the Risk Item in question can be performed for the Risk Item Value.
5. "Design-Builder Risk Items" are those items for which Design-Builder will bear the risk. Design Builder is responsible for completing the item for the cost indicated. Design-Builder will have full control of the amounts identified for all Design-Builder Risk Items. If one Design-Builder Risk Item has a cost overrun, Design-Builder may use unused funds from another Design-Builder Risk Item to cover those costs. The calculations provided with the Risk Register merely explain the method by which Design-Builder developed the cost for each item but have no effect on the total amount of Design-Builder Risk amounts available for use by the Design-Builder at its discretion.

F. If applicable, a schedule of alternate prices.

G. If applicable, a schedule of unit prices.

H. If applicable, a statement of Additional Services which may be performed but which are not included in the Guaranteed Maximum Price and which, if performed, shall be the basis for an increase in the Guaranteed Maximum Price and/or Scheduled Substantial Completion Date.

I. A list of Subcontractors and Suppliers whose proposals have been accepted by Owner.

J. An updated letter from its surety or sureties verifying that Design-Builder has bonding capacity in the amount of the Guaranteed Maximum Price.

K. The time limit for acceptance of the proposal, which shall include an adequate number of days for approval of the Guaranteed Maximum Price Amendment by the Owner's Governing Board.

L. All bid documentation received from Subcontractors and Suppliers that are used as

the basis for the Design-Builder's price proposal.

M. The Design-Builder's proposed fee for performing the Work.

N. A line-item cost estimate for all General Conditions costs, including all labor and materials cost elements.

O. A line-item cost estimate for all direct construction costs, including all labor, materials, subcontractor, and supplier cost elements.

P. A description of the scope of services, and a breakdown of the corresponding fee, for start-up, training, and commissioning services to be provided by the Design-Builder.

Q. A description of the scope of services, and a breakdown of the corresponding fee, for professional services to be provided by the Design-Builder, including but not limited to final design, engineering services during construction, and materials testing/quality control.

8.3 Owner's Review of Proposal. After submission of a proposal, Design-Builder and Owner shall meet to discuss and review it, negotiate in good faith, and attempt to reach agreement on it. Design-Builder shall provide such information as Owner may reasonably request relative to the proposal and must provide all information that formed the basis for the Guaranteed Maximum Price to Owner on an "open book" basis.

8.4 Acceptance of Guaranteed Maximum Price Proposal. If Owner accepts the Guaranteed Maximum Price Proposal, as may be amended by Design-Builder based on discussions with Owner, the Guaranteed Maximum Price Proposal shall be incorporated into the Contract Documents by the Guaranteed Maximum Price Amendment, approved by the Owner's Governing Board, and duly executed by both Parties.

8.5 Owner's Rights if Parties Fail to Reach Agreement on Proposal. If the Parties are unable to reach an agreement on the Guaranteed Maximum Price Proposal within the time limit for acceptance specified in the proposal, as may be extended by the mutual agreement of the Parties, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

A. Owner may suggest modifications to the proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Guaranteed Maximum Price Proposal shall be deemed accepted, and the Parties shall proceed in accordance with paragraph 8.4 above;

B. Owner may authorize Design-Builder to continue to advance the final design of the

Project under this Agreement or as an Additional Service, as applicable; or

C. Owner may terminate this Agreement for convenience in accordance with paragraph 14.03 of the General Conditions, having the right, among other things, to exercise its available options to perform the final design and construction with parties other than Design-Builder. The Design-Builder acknowledges that the Owner's ability to successfully complete the Project may be significantly impacted if Owner elects to terminate Design-Builder's services at the end of the Phase 1 Services phase, rather than proceeding to the Phase 2 Services phase, and certain design subconsultants are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if Owner terminates Design-Builder for any reason, Owner will have the right to contract directly with such design subconsultants for design-related services on this Project, and Design-Builder shall take such steps as are reasonably necessary to enable Owner to implement such relationship.

8.6 Design/ Builder's Rights if Owner Fails to Act. If Owner fails to exercise either of its options under subparagraphs 8.5.A. or 8.5.B. above in a reasonable period of time, Design-Builder may give written notice to Owner that it intends to suspend performance of the Work in accordance with subparagraph 14.04.B of the General Conditions.

8.7 Completion of Phase 1 Services. Design-Builder shall be deemed to have completed its obligations to perform the Phase 1 Services under this Agreement upon the earlier to occur of: (1) execution by Owner and Design-Builder of a Guaranteed Maximum Price Amendment for the completion of the Work; or (2) Owner's exercise of its options under paragraph 8.5 above.

Article 9
Miscellaneous

9. Miscellaneous.

9.1 Additional Federal and State Conditions. Because this project may be partially funded with federal and state funds, the conditions contained in Exhibit 9.1 apply to this Contract.

9.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

9.3 Records.

A. Duty to Maintain and Provide Records. Design-Builder 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 Design-Builder shall 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.

B. **IF DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'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.**

C. Post Contract Responsibilities. Upon completion of this Contract, Design-Builder shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Design-Builder or shall transfer them to the Authority. If the Design-Builder transfers all public records to the Authority, Design-Builder shall destroy any duplicate public records. If Design-Builder keeps and maintains public records after completion of the Contract, the Design-Builder shall 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.

D. Exempt Records**.** Design-Builder shall 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.

E. 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 Design-Builder and the Design-Builder has clearly marked the record as "Trade Secret – Exempt from Public Disclosure" the Owner will advise the Design-Builder of such request. In the event a dispute arises regarding the records request, Design-Builder has the sole burden and responsibility to take all legal measures necessary to protect the record from disclosure.

F. Audit Rights**.** Design-Builder shall 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 herein 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, which ever date is later. the Authority, or any duly authorized agents or representatives of the Authority, shall 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 shall include all Records of Subconsultants.

G. This paragraph 9.3 shall survive the expiration or termination of this Contract.

9.4 Entire Agreement. The Contract Documents state the entire understanding between the parties and supersede any written or oral representations, statements, negotiations, or agreements to the contrary. Design-Builder recognizes that any representations, statements, or negotiations made by Owner staff or Owner consultants do not suffice to legally bind Owner in a contractual relationship unless they have been reduced to writing, approved, and signed by an authorized Owner representative. The Contract governs the relationship between the Authority and Design-Builder on the Project.

9.5 Severability. If any part of this Contract is for any reason invalid or unenforceable, the rest of the Contract remains fully valid and enforceable.

9.6 No Third-Party Beneficiaries. The rights and obligations in this Agreement shall inure solely to the parties hereto (their successors, assigns and legal representatives) and no other party shall have any rights or obligations under or by virtue of this Agreement.

9.7 Applicable Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement shall be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court shall be in the Middle District of Florida.

9.8 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:

Mike Coates, Executive Director
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

Ford Ritz fritz@regionalwater.org

If to Design-Builder:

_____
_____
_____
_____
_____
_____

9.9 No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement shall not be construed more strongly against any party, regardless of who drafted or prepared it.

9.10 Communications. The Design-Builder's communications with the Authority shall be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications shall be deemed to be a material breach of this Agreement by Design-Builder. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Design-Builder.

9.11 Interpretation. All words used herein in the singular shall extend to and include the plural, and the use of any gender shall extend 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.

9.12 Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.

9.13 Contest of Authority Decisions. The Authority shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions or disputes shall be final and binding if not contested by Design-Builder in a written notice delivered to the Authority within seven days after Design-Builder's receipt of written notice from the Authority concerning such decision.

9.14 Survival. All representations, warranties, guarantees, indemnifications, made or given in this Contract will survive Final Acceptance, final payment, and completion or termination of the Contract.

9.15 Waiver. Unless expressly stated in writing, no action or inaction by a party shall be

considered a waiver of the other party's duty to comply with any representation, warranty, or responsibility under this Agreement.

9.16 Independent Contractor**.** Design-Builder 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. Design-Builder 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. Design-Builder is fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Design-Builder. Neither Design-Builder nor any DB-Related Entity shall be considered as being an employee or agent of the Authority and they are not entitled to any employment benefits from Owner. Design-Builder expressly and voluntarily waives and agrees not to make any claim to participate in any of Owner's employee benefits or benefit plans should Design-Builder or any of its officers, agents, or employees be adjudicated for any reason to be an employee of Owner.

9.17 Waiver of Jury Trial. To the extent permitted by applicable law, Design-Builder and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Design-Builder or any successor thereof will seek a trial by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor Design-Builder shall 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.

9.18 No Discrimination. Design-Builder hereby assures that no person will be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. Design-Builder shall take all measures necessary to effectuate these assurances.

9.19 No Lobbying. Under section 216.347, Florida Statutes, Design-Builder is prohibited from the expenditure of any funds under this Contract to lobby the legislature, the judicial branch, or another agency.

9.20 Computation of Times. When any period of time is referred to in the Contract Documents by days, it will be computed based on calendar days and will exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

9.21 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) Laws and Regulations; 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.

9.22 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 Design-Builder under this Contract or the Project.

9.23 No Solicitation of Employees. Design-Builder 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 will be deemed a material breach of contract.

9.24 No Right to Assign. Design-Builder shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of Owner. Any attempted assignment in violation of this paragraph will be null and void.

9.25 No Right to Pledge Credit. Design-Builder shall 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.

9.26 SDN List. Design-Builder, by its execution of this Contract, acknowledges and attests that neither it, nor any DB-Related Entity, is included 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. Design-Builder accepts that this Contract will be either void by Owner or subject to immediate termination by Owner in the event there is any misrepresentation by Design-Builder. Owner, in the event of such termination, shall not incur any liability to Design-Builder for any Work or materials furnished.

9.27 Waiver of Consequential Damages. Design-Builder and Owner waive claims against each other for consequential damages arising out of or relating to this Agreement including but not limited to losses of use, profits, business, reputation, or financing. This waiver of consequential damages does not affect the payment of liquidated damages as provided in

this Agreement.

9.28 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder and any DB-Related Entity to Owner and anyone claiming by, through or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) will not exceed 100% of the Contract Price. The parties agree that specific consideration has been given by the Design-Builder for this limitation and that it is deemed adequate.

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

[The remainder of this page is intentionally blank]

dates set forth below.

Witnesses:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Design-Builder:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

_____
Date

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

Approved as to Form:

_____
General Counsel

Peace River Manasota Regional Water Supply Authority:

_____
Signature

_____
Print name

_____
Print title

_____
Date

EXHIBIT 1.1

DESIGN-BUILDER'S PHASE 1 SERVICES

EXHIBIT 1.1 DESIGN-BUILDER'S PHASE 1 SERVICES

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT

PHASE 1: PRECONSTRUCTION SCOPE OF SERVICES

The following narrative is to provide details to the Phase 1 Preconstruction Services for the Peace River Facility Expansion project.

The duration of Phase 1 is assumed to be approximately 10 months for Design and GMP development which is inclusive of preconstruction services provided by Wharton-Smith, and 2 months for production and negotiation of the final Guaranteed Maximum Price (GMP). Please note that the 2 months allotted for the GMP does not include the time required for the Authority's approval and contract amendment.

Generally:

Attend general progress review and coordination meetings with Owner and the project team.

Attend periodic design meetings to provide consultation on aspects of the design and construction that will impact the budget, schedule, and quality of the completed Work.

1. Design-Builder (DB) will work with Owner to develop the optimum scope and quality of Work to meet Owner's budget. Such work will consist of considering options and alternates with scope and quality adjustments as determined by Owner. DB will assess cost and schedule impact of these options and alternates.

2. Consult with Owner regarding site use and improvements, and the selection of materials, building systems, and equipment.

3. Provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible opportunities for savings.

4. Provide recommendations on construction schedule for opportunities for time savings.

Provide input to the Owner regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Work, consistent with Legal Requirements. Furnish Owner a list of suggested Subcontractors and Suppliers, from whom bids will be requested for each principal portion of the Work. Submission of this list is for information and discussion purposes only and not for prequalification.

In conjunction with the Owner, identify the appropriate early work packages including procurement of long-lead time items and equipment and other Work required to meet the schedule for the Owner.

In conjunction with the Owner, identify the appropriate Work packages from the Contract Documents for distribution to prospective bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

The following breakdown lists the anticipated tasks and expectations considered when producing the preconstruction proposal. Any work outside of this scope of work that is requested of Wharton-Smith by the Owner, shall be submitted in the form of a 'Request for Quotation' for review and approval prior to such work taking place.

Task 1 Project Coordination

1.1 Project Management & Administration – Wharton-Smith provides overall project management for the preconstruction phase. This includes budget control, schedule control, quality planning, safety planning, subcontractor management, and coordination with the Peace River Manasota Regional Supply Authority (Authority / Owner) and Hazen (Designer). Wharton-Smith staff will attend periodic internal meetings with Hazen for additional design coordination as needed.

1.2 Project Kickoff Meeting / Partnering Workshop – Wharton-Smith staff will attend one (1) project kickoff meeting / partnering workshop with the Authority and Hazen, along with their subconsultants.

1.3 Design Workshops – Wharton-Smith staff will attend preliminary design review workshops with the Authority and Hazen. These meetings will be workshop style meetings to review the preliminary design evaluations (Pretreatment and Disinfection, Filtration and Pump Stations, Chemical Systems, Solids, Site Civil – Stormwater, Electrical and Controls, Potential for Federal Funds, MOPO/Startup/Commissioning). These workshop style meetings are not necessarily independent of each other and may be combined depending on the time expected to discuss each topic. Wharton-Smith and Hazen will develop, coordinate, review and prepare documents and presentation materials as needed.

1.4 Design Submittal Review Workshops – Wharton-Smith staff will attend two (2) design review workshops with the Authority and Hazen. These meetings will be workshop style meetings to review drawings and specifications at the 45% design and 60% design submittals.

1.5 Weekly Phone Conferences – Wharton-Smith staff will weekly conference calls and progress meetings with the Authority and Hazen as necessary to review design progress, action items, and other outstanding items.

1.6 Cost Estimate and VE Workshops – Wharton-Smith will conduct a cost estimate and value engineering workshops to review the current cost model and present value engineering options

in efforts to maintain the project budget. This may be handled in a conference call, or may be in person, depending on the status of the project.

1.7 Subject Specific Meetings – Aside from the meetings detailed above, Wharton-Smith staff will attend ten specific meetings with required parties for additional design and constructability coordination such as Public Outreach, Electrical, I&C, and Start-Up Planning. This may be handled in a conference call, or may be in person, depending on the status of the project.

1.8 Site Visits & Investigation – Wharton-Smith will perform site visits to investigate existing conditions, review spatial constraints, evaluate structure placement, develop ingress & egress plan during construction, and analyze site conditions for development of site-specific safety and quality plans. Wharton-Smith will provide final reports of encountered conditions to the Authority.

1.9 Permitting Meetings & Coordination – In conjunction with the design engineer, Wharton-Smith staff will attend pre-application meetings, coordination meetings, site visits, and assist with the preparation and submittal of required permits. If needed, requirements for federal and state loans will also be established for the project.

Task 2 Preliminary Cost Estimates

2.1 45% Cost Estimate – Wharton-Smith preconstruction staff will perform detailed takeoffs (based on drawing concepts) on all construction trades such as site work, concrete, process equipment, utilities, mechanical, building, finishes, etc. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor cost estimates. Value engineering options will also be estimated in order to provide pricing in efforts to assist the Owner with making an informed decision.

Task 3 Design Review and Value Engineering

3.1 45% Submittal Constructability Review & Value Engineering (VE) – Wharton-Smith will perform detailed design and constructability review to identify changes, conflicts, constructability concerns, spatial concerns, general questions, and overall consistency of the design disciplines (structural, civil, process, etc.). Value engineering options are provided during this phase and throughout the life cycle of the project.

3.2 60% Submittal Constructability Review & VE – These costs are for the same items outlined in Task 3.1 but for the 60% design documents including specifications.

DB shall review in-progress design documents, including at a minimum the documents generally described above in 3.1 through 3.2 and provide input and advice to Owner and Designer on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

- Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum of RFI's and change orders.
- Recommend potential vendors and manufacturers for incorporation into the design.
- Adequacy of details for construction.
- Potential conflicts during construction.
- Ability to coordinate among Subcontractors and Suppliers.
- Coordination between Contract Documents.
- Operability.
- Ability to minimize disruptions to existing operations.
- Ability to complete construction connections to existing facilities or utilities.
- Modifications to facilitative commissioning and start-up and/or performance testing.
- Ability of Owner to operate/maintain the Work in a safe, time and cost-efficient manner when completed.

Task 4 CPM Master Schedule

4.1 Schedule Development and Phasing at 45% Submittal – At the 45% design phase, Wharton-Smith will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable. This schedule will be updated as the project progresses.

4.2 Final Schedule Update at GMP – The schedule developed in Task 4.1 is modified based on the 60% / GMP design documents and final construction sequencing is determined. This schedule shall serve as the basis for General Condition's costs in the GMP as well as the contract time required for the duration of construction.

Task 5 Bidding, Procurement, and GMP

5.1 Bidding & GMP Review Workshops – Wharton-Smith will conduct a coordination workshop prior to the bidding phase to establish team member roles and responsibilities, review bid package breakdown and selected bidders list, and outline the bid phase schedule. Upon development and submittal of the draft GMP, Wharton-Smith will conduct a review workshop with the Authority and Hazen to address any questions prior to final board submission.

5.2 Long Lead Equipment / Early Work Packages – Wharton-Smith will identify and break-out long lead equipment and early work packages for these scopes to be procured and executed as early as practical so that the overall construction schedule is minimized..

5.3 GMP Development – Wharton-Smith will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing

all elements of Work not included in the General Conditions. Work packages will be assembled with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting community. A selected bidders list will be developed and evaluated with the Authority prior to the bidding phase. Wharton-Smith preconstruction staff will perform detailed takeoffs (based on the GMP design documents) for all self-perform work and facilitate all bidding efforts. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost proposals. This estimate will be submitted as the GMP Proposal for the work.

5.4 Pre-Bid Site Visits – Wharton-Smith will host, coordinate, and manage a pre-bid site visit for all potential bidders for the subcontract and purchase order work packages. Wharton-Smith will take notes and answer questions. Clarifications/addenda will be issued to bidding parties as needed based on the formal bid questions that are received.

5.5 Receive Bids – Wharton-Smith will receive bids throughout the course of an entire day. The bid times may be staggered to ensure our ability to answer questions or provide direction up to the last minute.

5.6 Review Bids and Recommend Award – All of the subcontractor and purchase order work package bids are reviewed for completeness, responsiveness, exceptions, clarifications, and deviations from the contract documents. Value engineering ideas and schedule commitments will also be evaluated. Wharton-Smith will provide a bid tabulation worksheet and make a recommendation for package award based on the best interest of the Authority. Final decision is made by Owner.

5.7 Final GMP Assembly – All documents that comprise the GMP are assembled into a single tabbed and searchable binder/pdf document. This includes all schedules, bid documents, subcontractor and supplier bids, Wharton-Smith self-perform cost estimates, other backup quotes, general conditions breakdowns, value engineering logs, contingencies and allowances, and other GMP relevant documents that were considered in creation of the GMP.

Task 6 Miscellaneous

6.1 Maintenance of Plant Operations (MOPO) / Commissioning Plans & Workshop – In conjunction with the design team and plant operations staff, Wharton-Smith staff will develop a project specific maintenance of plant operations and commissioning plan for review and execution during construction. Meetings and workshops will be scheduled as needed for plan development and review.

6.2 Risk Management Plans – Wharton-Smith staff will analyze design and construction risks to assess risk impact and develop risk management strategies in efforts to minimize associated costs and schedule impacts. Wharton-Smith will provide recommendations for appropriate budget allocation of these design and construction risks at each design milestone. The risk register will serve as the basis for contingencies and allowances to be included within the GMP.

Task 7 Subcontractor Services

7.1 Design Services – See attached for Hazen's scope of services, fee, and design schedule. Our scope includes Hazen's fee (and their subconsultants) of $6,052,398.

7.2 Mechanical and Concrete Deisgn Review & Cost Estimates – Our team partner Archer Western Construction, will assist with mechanical and concrete design reviews and cost estimates at each design phase. Our scope includes Archer Western's fee of $108,000.

7.3 Electrical Design Review & Cost Estimates – Electrical design reviews and cost estimates will be performed by our team partner Cogburn Brothers Electric. Our scope includes Cogburn's fee of $100,000.

7.4 I&C Design Review & Cost Estimates – I&C design reviews and cost estimates will be performed by our team partner Revere. Our scope includes Revere's fee of $30,000.

Fee Summary: Below is a fee summary for the Phase I Scope of Services. A detailed hours and fee table for this phase of the project has been included as an attachment to this scope. Design consultant and subconsultant proposals for this phase of the project are also attached.

Description	Fee
Task 1: Project Coordination	$169,051
Task 2: Preliminary Cost Estimates	$67,389
Task 3: Design Review and Value Engineering	$59,903
Task 4: CPM Master Schedule	$18,325
Task 5: Bidding, Procurement, and GMP	$132,739
Task 6: Miscellaneous	$33,517
Task 7: Design & Subcontractor Services	$6,290,398
Subtotal	$6,771,322
Phase I Design-Build Fee (9.50%)	$643,275
Phase I Insurance (1.05%)	$71,099
Contingency	$500,000
Total	**$7,985,696**

Hazen

PEACE RIVER MANASOTA REGIOINAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT
PHASE I – SCOPE OF WORK & DESIGN DELIVERABLES
SOW and Fee Clarifications

Introduction

The SOQ describes the requirements to increase the existing water treatment plant by 24 million gallons per day (MGD) and includes.

- Peace River Facility 24 MGD Expansion Design Criteria Report Oct. 2023
- Peace River Facility 24 MGD Expansion Third Party Review Tech. Memo. Oct. 2024
- Peace River Facility Capacity Optimization Study May 2022
- Peace River Water Treatment Facility Entrance Feb 2024
- General Conditions of the Agreement between Owner and the Design Builder
- Progressive Design Build Agreement for the Peace River Facility Expansion
    - Exhibits 1.1, 3.2, and 4.1

The Project will be delivered using the Progressive Design-Build (PDB) project delivery method by the Wharton Smith – Hazen Team (Design Builder), with the following phases:

- Phase 1 Preconstruction: 60% Design, related permits, and development of a GMP.
- Phase 2 Final Design and Construction: Final 100% Design, construction permitting, construction, testing, commissioning, and turnover services.

This document provides the Phase 1 Scope of Work and Schedule for the Project, which includes the following main components:

- A separate 24 MGD water treatment training comprising additional influent metering, PAC contactors, rapid mix, flocculation basins, filtration, disinfection basins, gravity thickeners, and solids improvements.
- Alum, PAC, sodium hypochlorite, ammonium hydroxide, polymer, caustic chemical feed, and storage upgrades.
- Stormwater improvements and site civil work.
- Associated electrical, instrumentation and controls.
- Electrical buildings, miscellaneous structures and building improvements.

The following sections describe the proposed Scope of Work.

Task 1: Project Management and Coordination

The Design Builder will be responsible for overall coordination and management of the project. The following section describes project management tasks.

Task 1.1: Kickoff & Partnering Meeting

The Design Builder will lead a 2 hour kickoff and 4 hour partnering meeting to review the following:

- Introduction of Authority, Wharton Smith, Hazen and subconsultant staff members who will be involved during the project.
- Overview of the scope of work and deliverables.
- Preliminary communication plan.
- Overview of Phase 1 schedule and overall project delivery plan.
- Data request.

The Design Builder will be responsible for preparing the agenda and meeting minutes.

Deliverables: Meeting agenda and summaries.

Task 1.2: Project Coordination

This task includes the following activities:

- Project Coordination: Coordinate with Project Manager from the Authority via weekly project meetings, document management system, emails, and phone conversation to respond to questions, provide regular project updates, and discuss planning activities and other project requirements.
- This task also includes managing consultants, conducting internal weekly meetings with the project team,
- Schedule Coordination: Coordinate with the Authority to review and update the CPM schedule and specific tasks related to Phase 1.
- Manage Budget: Conduct budget planning, monitoring, and control to keep the project within budget and alert the Authority of budget deviations.
- Decision Process Matrix: Develop a decision process flow outlining the criteria guiding decision-making and identifying the key personnel in charge to escalate and execute decisions. This includes the development of a decision log that will be used throughout the project duration.

- Monthly Report and Pay Application: Submit monthly progress reports and invoices, which will include developing and updating a pay application log and preparing monthly reports.
- Building Information Modeling (BIM) Plan: Develop a BIM plan to describe how 2D and 3D designs will be developed and how the software will be used for clash detections, quantity take offs to assist with pricing, virtual design reviews, updating stakeholders, comprehensive view of design progression, and development of record drawings.

Scope Management Plan: Develop templates for decision documentation, risk and change management tracking. The development approach will include defining how these templates and logs will be used, expected users and responsibilities, interface with each other (workflows), and criteria to manage the decision logs.Deliverables: Monthly progress reports and pay applications, BIM Execution Plan, Scope Management Plan and Decision Process Matrix

Task 2: Initial Design Activities

The Design Builder will review and provide additional field investigations to support the Phase 1 design activities. These tasks will start upon receiving notice to proceed and will include the following activities:

Task 2.1: Site Visit

Design Builder will attend a site visit to confirm as built documentation, project construction limits, and construction limits.

Task 2.2: Survey

Design Builder will prepare a site survey with SUE and obtain tie-in elevations.

Task 2.3: Geotechnical

Design Builder will conduct site investigations and complete a Geotechnical Report to documents site conditions, prepare foundation and construction requirements.

Task 2.4: Environmental

The Design Builder will conduct site visits to determine wetlands delineation and incorporate into the site survey and 45% design. Consultant will complete a gopher tortoise potential relocation site visit and include requirements prior to construction in the 45% design .

Task 2.5: Review of SOQ Documents

Design Builder will review the following documents and prepare for workshops.

- Record Drawings
- Previous Studies
- Standards
- Monthly Operating Reports (MOR)
- Recent Water Quality Data
- Operational Considerations for Algae and Turndown

Task 2.6: Jar Testing

Design Builder will complete the following jar testing in parallel with design workshop preparation.

- Jar testing to confirm PAC contact time, tank size/geometry.
- Jar testing to confirm rapid mix tank size/ geometry and turn down.

Task 2.7 As-Needed Evaluation, Laboratory, and Engineering Efforts

During initial design discussions, the Design Builder will determine if additional efforts are necessary to verify process improvements. These efforts may include items such as:

- Additional CFD modeling
- Additional jar testing
- Additional laboratory testing related to water quality samples.

If these efforts are determined to be necessary, the Design Builder will submit a formal authorization request and will require approval from the Authority prior to proceeding.Deliverables: Site visit summary, survey CAD files, Geotechnical Report, Environmental reports and jar testing summary.

Task 3: Design Workshops

The Design Builder will complete the following workshops to support development of the Phase 1 documents. Basis of the workshops are listed within the Peace River Facility (PRF) 24 million gallon per day (MGD) Expansion Design Criteria Report dated October 2023. Each workshop will review the “Recommendations and Additional Considerations” section.

The following workshops will be held, and the Design Builder will prepare meeting agenda and summaries. Each summary will document the confirmed design criteria.

Task 3.1: Pretreatment and Disinfection Workshop

The purpose of this workshop is to verify the size and geometry of the Pretreatment processes, SCUs location of covers, type and openings, flocculation baffle design, and automation controls.

Disinfection strategy will be reviewed for chlorine/ ammonia dosing locations, monitoring, control, CCB size and geometry, weir placement, and finalizing the disinfection strategy. A disinfection desk top evaluation and simulated distribution system (SDS) test for DBP formation and DFC modeling of existing and new trains, existing ground storage tanks, covers on CCB for additional CT credits and turn down are included.

Task 3.2: Filtration and Pump Stations

The purpose of this workshop is to confirm filter access inspection / maintenance, filter structure roof and screening design, corrosion potential related to injection of disinfection chemicals and confirm filter vendor and materials of construction. No filter loading testing is included.

Pumping stations will include review of the planned hydraulic modeling to confirm pressure, potential surges and mitigation and the South and North Regional High Service pump stations, review the Authority hydraulic model of the system and future pump station which is not included in this project, and to confirm design of the Recycle and Transfer pump stations. Each pump station will review and confirm the pump types, review hydraulic model, turndown, redundancy, noise, pressures, VFDs, and connection to existing systems.

Task 3.3: Chemical Systems

The purpose of this workshop is to review each of the proposed chemical systems (PAC, Alum, Polymer, Caustic, Sodium Hypochlorite, Ammonium Hydroxide). Design items include confirming location of chemical storage areas, delivery truck traffic, passive overflow, building access, redundancy, turndown and include discussions on current system operations and items to be improved.

Task 3.4: Solids

The purpose of this workshop is to confirm gravity thickener, blending tank, transfer pumping, confirm pump types, review hydraulic model, turndown, redundancy, noise, pressures, VFDs, connection to existing systems and review operations of existing solids treatment and include improvements in design.

Task 3.5: Site Civil – Stormwater

The purpose of this workshop is to review site and truck traffic access, operations and maintenance requirements, location of proposed structures, buildings and stormwater ponds, environmental assessments, and impact on design, fill requirements and schedules.

Task 3.6: Electrical and Controls

The purpose of this workshop is to review existing control strategy for normal and emergency power, power distribution, control network architecture, redundancy requirements, SCADA and instrumentation standards, operational and maintenance items, and document design criteria.

Task 3.7: Potential for Federal Funds

The purpose of this workshop is to review federal fund options, schedule and confirm funding option plan. Any funding effort would be included in Phase 2.

Task 3.8: MOPO/ Startup/ Commissioning

The purpose of this workshop is to review past startups, review proposed start up, identify temporary systems, and create a high-level startup plan. The final startup plan will be included in Phase 2 of the project. Deliverables: Meeting agenda and summaries.

Task 4: 45% Design

Task 4.1: 45% Design Package

Design Builder will prepare a draft 45% design package to document the purpose of the expansion, background, water treatment requirements, regulatory requirements, and design criteria per facility and discipline. Provide QC and deliver draft 45% design documents.

The 45% design package will include overview of the project and existing facilities, historical water quality, facility capacity and historical flows, proposed treatment facility design criteria, proposed unit process design criteria, solids management strategy, site-civil design goals, geotechnical investigation report, structural, architectural, HVAC, electrical and controls systems design criteria, and permitting plan. Drawings, figures and tables will be included to support the 45% design.

Task 4.2: Cost Estimate

The Design Builder will prepare a conceptual cost estimate based off the draft 45% design package and provided with the Final 45% Design.

Task 4.3: CPM Master Schedule

The Design-Builder will develop a baseline Critical Path Method (CPM) schedule using Primavera P6 software based on available information (and providing reasonable allowances for Owner review time and time for permits and approvals from governmental agencies). The schedule will be broken down by phase (design/permitting, procurement, construction, and closeout) and by structure. A detailed schedule sequence will be provided for each structure. All portions of the project will be interrelated by schedule logic so that a true "critical path" is easily identifiable. This schedule will be updated as the project progresses.

Task 4.4: Constructability and Value Engineering

The Design Builder will perform detailed constructability review to identify constructability concerns, spatial concerns, and general questions. Value engineering options will be provided. The Design Builder will attend meetings with the Authority and provide documentation, drawings and cost data as needed to facilitate meetings.

Task 4.5: 45% Desing Review Meeting

The Design Builder will attend a meeting with the Authority to review comments from the draft 45% design.

Task 4.6: Finalize 45% Desing

Design Builder will provide responses to draft 45% design review meeting and prepare a final 45% design package based on comments from the review Workshop.Deliverables: 45% Design Package, Cost Estimates, Schedule, meeting agenda and summaries.

Task 5: 60% Design

Task 5.1: Draft 60% Design Package

The Design Builder will develop, provide QC, and deliver the draft 60% documents based on the acceptance of the 45% design documents.

Task 5.2: Operations and Maintenance, MOPO and Commissioning

Design Builder will attend the following meetings:

- One Operations and Maintenance meeting to review operational items.
- MOPO and commissioning/startup workshops to assist with 60% design development. Task includes creating ten MOPO drawings.
- One SCADA workshop to finalize I&C design approach.

Task 5.3: 60% Review Meeting

The Design Builder will attend a Workshop with the Authority to review comments from the draft 60% design documents.

Task 5.4: 60% Final Documents

The Design Builder will provide responses to draft 60% review comments developed from the review meeting, provide QC, and finalize the 60% design documents.

Task 5.5: Long-Lead Design Packages

The Design Builder will develop long lead packages necessary to expedite procurement of equipment and materials as required to meet the project schedule.

Deliverables: Drawings, Specifications, meeting agenda and summaries, owner review responses and long lead equipment package documentation.

Task 6: Permitting and Environmental

Task 6.1: Permitting Plan

The Design Builder will develop a permitting plan, submit permitting plan, and update during Phase 1.

Task 6.2: Pre-Application Meetings

The Design Builder will prepare, attend, and document pre-application meetings for FDEP Public Drinking Water Construction Permit, SWFWMD ERP, FDEP NPDES.

Task 6.3: Permit Application

The Design Builder will finalize permit applications, submit, and respond to agency comments for the following permits. The remaining permits will be processed during final design and construction.

Deliverables: Permitting plan and meeting agenda and summaries.

Task 7: Guaranteed Maximum Price and Schedule Development

Task 7.1: GMP Development

The Design Builder will identify and assemble appropriate work packages from GMP design documents to solicit prospective subcontractor and supplier proposals for providing all elements of Work not included in the General Conditions. A selected bidders list will be developed and evaluated with the Authority prior to the bidding phase. The team will perform detailed takeoffs (based on the GMP design documents) for all self-perform work and facilitate all bidding efforts. A full cost estimate book will be provided showing all material, labor, and equipment take-offs and any subcontractor/supplier cost proposals. This estimate will be submitted as the GMP Proposal for the work.

Task 7.2: Schedule

The Design Builder will modify the schedule developed in Task 4.3 based on the 60% design documents and determine the final construction sequencing. This schedule shall serve as the basis for General Condition's costs in the GMP.

Deliverables: GMP submittal and schedule.

Clarifications and Assumptions

Task 1.2 BIM Software: Wharton Smith – Hazen team will utilize the following software, version 2024 and design developed per Hazen project execution plan and standards.

• Civil	Civil 3D
• Survey	Civil 3D
• Yard Piping	Civil 3D
• Stormwater	Civil 3D
• Structures	Revit
• Architecture	Revit
• HVAC	Revit
• Process Mech	Revit
• Electrical	Revit (ductbanks, electrical gear)
• Electrical	AutoCAD or Revit
• PFD and Hydraulic Profile	AutoCAD or Revit
• P&IDs	Plant 3D
• Document Management	ACC (Autodesk Construction Cloud) and SharePoint
• QC	Bluebeam Studio

Task 2.6 Jar Testing: The jar testing is based on the DCP document over two weeks. Jar testing will be performed to inform the appropriate PAC dose and contact time. The team will review historical water quality data for plant influent, including geosmin, MIB, TOC, and PFAS concentrations. The team will perform jar testing for up to six (6) PAC doses at five (5) contact times for the removal of geosmin, MIB, TOC, and PFAS. The recommended PAC dose and contact time for design will be based on raw water variability, jar testing results, and the Authority's finished water quality targets. Raw water will be augmented with spiking of geosmin, MIB, TOC, and/or PFAS as needed to reflect typical raw water concentrations throughout the year.

Jar testing will also be performed to confirm the chemical dosing and sizing of rapid mixing, flocculation, and sedimentation structures. The jar testing procedure will assume continued use of the existing polymer and coagulant at up to three (3) different doses per chemical, three (3) rapid mix speeds, two (2) turndown scenarios, and four (4) settling times. Performance will be compared based on settled water turbidity, TOC, DOC, and color.

Task 3 Workshop: Development of documents for the workshop will be provided and presented using PowerPoint presentation. Final confirmation will be included in the meeting summary. There are no Technical Memorandum included in this scope of work.

Deliverables will be provided by the following means.

- Drawings and Specifications (Electronic copy in PDF)
- Reports (Electronic copy in PDF)
- Meeting agenda and summaries (Electronic copy in PDF)
- Design Documents (Electronic copy in PDF)

Scope of Work does not include any design services past 60%, Phase 1.

Compensation (lump sum) per on the following table.

EXHIBIT 3.2
PHASE 1 SERVICES MILESTONES

EXHIBIT 3.2 PHASE 1 SERVICES MILESTONES

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT

Activity Description	Date
Phase 1 Project Scope – Authority Board Meeting	06/05/2024
45% Design Submittal	10/11/2024
60% Design Submittal	01/03/2025
Draft GMP Proposal	03/07/2025
Final GMP Proposal	03/19/2025

EXHIBIT 4.1
COMPENSATION FOR PHASE 1 SERVICES

Phase 1 Services Fee Structure

		Design Builder Team											Engineer Team (See Next Tab for Breakdown)											
Phases	Phase Description	Executive Management	DB Project Manager	Preconstruction Manager	Construction Manager	Commissioning Manager	Superintendent	Director of Estimating	Estimators	Administrative Assistant	Document Specialist	Project Accountant	Title (See Next Tab)	Title (See Next Tab)	Title (See Next Tab)	Total Labor Hours	Total Labor Effort $	Archer Western	Cogburn	Revere	Hazen (Design Services)	Total Sub Cost	Expenses	Contingency	Total Effort
		$174.00	$166.00	$154.00	$166.00	$154.00	$154.00	$168.00	$110.00	$84.00	$84.00	$106.00	$$$ Rate	$$$ Rate	$$$ Rate										
1	**Project Coordination**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**		**163,900.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**5,151.00**	**0.00**	**169,051.00**
1.1	Project Management & Administration	40	140	200	20	0	0	0	0	40	0	20				460	69,800.00	0.00	0.00	0.00	0.00	0.00	2,222.00	0.00	72,022.00
1.2	Project Kickoff Meeting / Partnering Workshop	8	8	8	8	0	8	0	0	4	0	0				44	6,848.00	0.00	0.00	0.00	0.00	0.00	213.00	0.00	7,061.00
1.3	Design Workshops	20	80	80	20	20	0	0	0	4	8	0				232	36,488.00	0.00	0.00	0.00	0.00	0.00	1,121.00	0.00	37,609.00
1.4	Design Submittal Review Workshops (45/60)	8	8	8	0	0	0	0	0	4	4	0				32	4,624.00	0.00	0.00	0.00	0.00	0.00	155.00	0.00	4,779.00
1.5	Weekly Phone Conferences	10	40	40	0	0	0	0	0	0	0	0				90	14,540.00	0.00	0.00	0.00	0.00	0.00	435.00	0.00	14,975.00
1.6	Cost Estimate and VE Workshops	4	8	8	4	0	0	8	0	4	0	0				36	5,600.00	0.00	0.00	0.00	0.00	0.00	174.00	0.00	5,774.00
1.7	Site Visits & Investigation	8	32	32	16	16	16	0	0	0	0	0				120	19,216.00	0.00	0.00	0.00	0.00	0.00	580.00	0.00	19,796.00
1.8	Permitting Meetings & Coordination	4	8	20	0	0	0	0	0	20	0	0				52	6,784.00	0.00	0.00	0.00	0.00	0.00	251.00	0.00	7,035.00
2	**Preliminary Cost Estimates**																**64,984.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**2,405.00**	**0.00**	**67,389.00**
2.1	45% Cost Estimate & VE Evaluations	20	40	40	16	0	16	60	300	4	2	0				498	64,984.00	0.00	0.00	0.00	0.00	0.00	2,405.00	0.00	67,389.00
3	**Design Review and Value Engineering**																**58,048.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,855.00**	**0.00**	**59,903.00**
3.1	45% Submittal Constructability Review & VE	8	20	40	16	8	8	8	20	2	2	0				132	19,872.00	0.00	0.00	0.00	0.00	0.00	638.00	0.00	20,510.00
3.2	60% Submittal Constructability Review & VE	16	40	80	32	8	16	16	40	2	2	0				252	38,176.00	0.00	0.00	0.00	0.00	0.00	1,217.00	0.00	39,393.00
4	**CPM Master Schedule**																**17,784.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**541.00**	**0.00**	**18,325.00**
4.1	Schedule Development at 45% Submittal	8	20	16	8	8	8	0	0	0	2	0				70	11,136.00	0.00	0.00	0.00	0.00	0.00	338.00	0.00	11,474.00
4.2	Final Schedule Update at GMP (Determines GCs)	4	16	8	4	4	4	0	0	0	2	0				42	6,648.00	0.00	0.00	0.00	0.00	0.00	203.00	0.00	6,851.00
5	**Bidding, Procurement, and GMP**																**128,680.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**4,059.00**	**0.00**	**132,739.00**
5.1	Bidding & GMP Review Workshops	4	4	4	4	0	0	4	0	0	0	0				20	3,312.00	0.00	0.00	0.00	0.00	0.00	97.00	0.00	3,409.00
5.2	Long Lead Equipment / Early Work Packages	4	40	40	4	0	4	8	0	8	0	0				108	16,792.00	0.00	0.00	0.00	0.00	0.00	522.00	0.00	17,314.00
5.3	GMP Development	20	180	180	20	0	20	40	40	24	8	0				532	81,288.00	0.00	0.00	0.00	0.00	0.00	2,570.00	0.00	83,858.00
5.4	Pre-Bid Site Visits	0	8	8	0	0	0	0	0	0	0	0				16	2,560.00	0.00	0.00	0.00	0.00	0.00	77.00	0.00	2,637.00
5.5	Receive Bids (Single Day)	0	4	8	0	0	0	0	0	8	0	0				20	2,568.00	0.00	0.00	0.00	0.00	0.00	97.00	0.00	2,665.00
5.6	Review Bids and Recommend Awards	8	40	40	8	0	0	8	0	4	0	0				108	17,200.00	0.00	0.00	0.00	0.00	0.00	522.00	0.00	17,722.00
5.7	Final GMP Assembly	8	8	8	0	0	0	0	0	4	8	0				36	4,960.00	0.00	0.00	0.00	0.00	0.00	174.00	0.00	5,134.00
6	**Miscellaneous**																**32,512.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**1,005.00**	**0.00**	**33,517.00**
6.1	MOPO / Commissioning Plans & Workshop	8	20	20	8	40	8	0	0	0	4	0				108	16,848.00	0.00	0.00	0.00	0.00	0.00	522.00	0.00	17,370.00
6.2	Risk Management Plans	8	24	40	8	8	8	0	0	0	4	0				100	15,664.00	0.00	0.00	0.00	0.00	0.00	483.00	0.00	16,147.00
7	**Design & Subcontractor Services**																**0.00**	**108,000.00**	**100,000.00**	**30,000.00**	**6,052,398.00**	**6,290,398.00**	**0.00**	**0.00**	**6,290,398.00**
7.1	Design Services (See Next Tab for Breakdown)	0	0	0	0	0	0	0	0	0	0	0				0	0.00	0.00	0.00	0.00	6,052,398.00	6,052,398.00	0.00	0.00	6,052,398.00
7.2	Mechnical and Concrete Design Review & Cost Estimates	0	0	0	0	0	0	0	0	0	0	0				0	0.00	108,000.00	0.00	0.00	0.00	108,000.00	0.00	0.00	108,000.00
7.3	Electrical Design Review & Cost Estimates	0	0	0	0	0	0	0	0	0	0	0				0	0.00	0.00	100,000.00	0.00	0.00	100,000.00	0.00	0.00	100,000.00
7.4	I&C Design Review & Cost Estimates	0	0	0	0	0	0	0	0	0	0	0				0	0.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00	0.00	30,000.00
8	**Fee and Insurance**																**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**714,374.00**
8.1	DB Fee (9.5%)															0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	643,275.00
8.2	DB Insurance (1.05%)															0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	71,099.00
9	**Contingency**																**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**500,000.00**	**500,000.00**
9.1	Contingency															0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	500,000.00	500,000.00
	GRAND TOTAL																**465,908.00**	**108,000.00**	**100,000.00**	**30,000.00**	**6,052,398.00**	**6,290,398.00**	**15,016.00**	**500,000.00**	**7,985,696.00**

Phase 1 Services Fee Structure (7.1 DESIGN SERVICES BREAKDOWN)

		Engineer Team												
Phases	Phase Description	Vice President	Associate Engineer	Engineer	CADD	Admin. Support	**Total Labor Hours**	**Total Labor Effort $**	Surveyor, Environmental and Geotechnical Engineer	Support SubConsultant	**Total Sub Cost**	Expenses	Contingency	**Total Effort**
THIS IS THE BREAKDOWN OF 7.1		**$304.50**	**$295.00**	**$230.00**	**$150.00**	**$99.50**								
1	**Project Management**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**		**$242,082.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$242,082.50**
1.1	Kick Off and Parntering Meeting	40	60	120	0	15	235	$58,972.50	$0.00	$0.00	$0.00	$0.00	$0.00	$58,972.50
1.2	Project Coordination	100	180	320	120	80	800	$183,110.00	$0.00	$0.00	$0.00	$0.00	$0.00	$183,110.00
2	**Initial Design Activities**							**$379,478.00**	**$545,000.00**	**$0.00**	**$545,000.00**	**$0.00**	**$0.00**	**$924,478.00**
2.1	Site Visit	8	24	48	0	0	80	$20,556.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,556.00
2.2	Survey	12	40	80	60	0	192	$42,854.00	$300,000.00	$0.00	$300,000.00	$0.00	$0.00	$342,854.00
2.3	Geotechnical	12	40	80	40	0	172	$39,854.00	$175,000.00	$0.00	$175,000.00	$0.00	$0.00	$214,854.00
2.4	Environmental	12	40	60	80	0	192	$41,254.00	$70,000.00	$0.00	$70,000.00	$0.00	$0.00	$111,254.00
2.5	Review SOQ Documents	30	80	120	40	10	280	$67,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67,330.00
2.6	Jar Testing	30	300	300	0	10	640	$167,630.00	$0.00	$0.00	$0.00	$0.00	$0.00	$167,630.00
2.7	As Needed Evaluation, Laboratory, and Engineering Efforts	0	0	0	0	0	0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	**Design Workshops**							**$656,788.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$656,788.00**
3.1	Pretreatment and Disinfection	30	100	160	80	20	390	$89,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,425.00
3.2	Filtration and Pump Stations	30	100	160	80	20	390	$89,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,425.00
3.3	Chemical Systems	30	100	160	80	20	390	$89,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,425.00
3.4	Solids	30	100	160	80	20	390	$89,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,425.00
3.5	Site Civil - Stormwater	30	100	160	80	20	390	$89,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$89,425.00
3.6	Electrical and Controls	28	100	120	20	10	278	$69,621.00	$0.00	$0.00	$0.00	$0.00	$0.00	$69,621.00
3.7	Potential for Federal Funds	16	60	100	0	20	196	$47,562.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,562.00
3.8	MOPO/ Startup/ Commissioning	20	80	160	160	20	440	$92,480.00	$0.00	$0.00	$0.00	$0.00	$0.00	$92,480.00
4	**45% Design**							**$1,641,125.50**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,641,125.50**
4.1	45% Design Package	80	1,480	1,480	4,640	200	7,880	$1,517,260.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,517,260.00
4.2	Cost Estimate	5	20	20	0	10	55	$13,017.50	$0.00	$0.00	$0.00	$0.00	$0.00	$13,017.50
4.3	CPM Master Schedule	5	10	10	0	6	31	$7,369.50	$0.00	$0.00	$0.00	$0.00	$0.00	$7,369.50
4.4	Constructability and Value Engineering	20	20	40	0	10	90	$22,185.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,185.00
4.5	BODR Review Meeting	12	24	40	0	10	86	$20,929.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,929.00
4.6	Finalize BOD	16	80	80	80	15	271	$60,364.50	$0.00	$0.00	$0.00	$0.00	$0.00	$60,364.50
5	**60% Design**							**$2,408,028.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,408,028.00**
5.1	60% Design Package	160	2,140	2,140	6,400	160	11,000	$2,148,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,148,140.00
5.2	Operation and Maintenance, MOPO, Commissioning	20	100	140	40	20	320	$75,780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,780.00
5.3	Review Meeting	8	16	24	0	10	58	$13,671.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,671.00
5.4	Final Documents	16	80	80	80	20	276	$60,862.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,862.00
5.5	Long - Lead Packages	40	120	200	100	10	470	$109,575.00	$0.00	$0.00	$0.00	$0.00	$0.00	$109,575.00
6	**Permitting**							**$149,946.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$149,946.00**
6.1	Permitting Plan	20	40	100	10	10	180	$43,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,385.00
6.2	Pre- Application Meetings	16	30	100	0	10	156	$37,717.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,717.00
6.3	Permit Application	12	80	120	80	20	312	$68,844.00	$0.00	$0.00	$0.00	$0.00	$0.00	$68,844.00
7	**Guaranteed Maximum Price and Schedule Development**							**$29,950.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$29,950.00**
7.1	GMP Development	10	32	40	0	10	92	$22,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,680.00
7.2	Schedule	5	10	10	0	5	30	$7,270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,270.00
	TASK 7.1 TOTAL							**$5,507,398.00**	**$545,000.00**	**$0.00**	**$545,000.00**	**$0.00**	**$0.00**	**$6,052,398.00**

EXHIBIT 6.2
LIST OF DOCUMENTS THAT OWNER WILL PROVIDE TO DESIGN-BUILDER

The following documents are provided to the Design-Builder by the Authority:

A. Peace River Facility 24 MGD Expansion Design Criteria Report Oct 2023
B. Peace River Facility 24 MGD Expansion Third Party Review Tech. Memo. Oct 2023
C. Peace River Facility Capacity Optimization Study May 2022
D. Peace River Water Treatment Facility Entrance Feb 2024

EXHIBIT 7.1

PROJECT PERFORMANCE CRITERIA

Performance Criteria

The Project is to increase the Peace River Facility FDEP permitted capacity by 24 MGD. The Additional Documents in the Information Packet contain the Peace River Facility 24-MGD Expansion Design Criteria Report (DCR). Additions to and modifications of the proposed Project as described in the DCR may occur during negotiations after the Authority selects a Design-Builder and during Phase 1 Design and Preconstruction development as appropriate. The DCR was prepared in accordance with Cooperative Funding Initiative (CFI) procedures as published by the Southwest Florida Water Management District (SWFWMD); although the Project does not have CFI funds committed at the time of this advertisement.

The selected progressive design-build team must complete final design, permitting, construction, testing, commissioning, and turnover of the Project by December 21, 2027.

The scope and fee for Phase 1 of the Project Scope will be presented to the Authority Board for consideration at the June 5, 2024, Authority Board meeting.

The draft scope and Guaranteed Maximum Price (GMP) for Phase 2 of the Project Scope on the Project must be completed by March 7, 2025, and a final Authority approved scope and associated GMP prepared by March 19, 2025, for consideration at the April 2025 Authority Board meeting.

EXHIBIT 9.1
FEDERAL AND STATE CONTRACT REQUIREMENTS

Requirements For Projects Using Federal Funds

A. Requirements provided in 2 CFR Part 200 Appendix II. Design-Builder shall comply with and shall ensure that all DB-Related Entities comply with the following requirements as provided in 2 CFR Part 200 Appendix II.

1. **Compliance with Air and Water Pollution laws.** Design-Builder 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). Design-Builder shall notify the Authority of any violations under these laws that occur.

2. **Debarment and Suspension under System for Award Management (SAM).** Design-Builder 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.** Design-Builder 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. Design-Builder** 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.** Design-Builder 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.** Design-Builder 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.** Design-Builder 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. Design-Builder** 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder does not make payments to a trustee or other third person, the Design-Builder 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 Design-Builder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Design-Builder 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 Design-Builder under this contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Design-Builder, 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 Design-Builder 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 Design-Builder, 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 Design-Builder 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 Design-Builder 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. Design-Builders 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 Design-Builder 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 Design-Builder is responsible for the submission of copies of payrolls by all subcontractors. Design-Builders 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 Design-Builder will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Design-Builder, 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 Design-Builder to require a subcontractor to provide addresses and social security numbers to the prime Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Design-Builder, 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 Design-Builder 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 Design-Builder 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 Design-Builder'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 Design-Builder 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 Design-Builder 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 Design-Builder shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder (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 Design-Builder certifies that neither it (nor he or she) nor any person or firm who has an interest in the Design-Builder'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. ***Design-Builder*** 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 Design-Builder 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 Design-Builder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Design-Builder 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 Design-Builder or subcontractor under any such contract or any other Federal contract with the same prime Design-Builder, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Design-Builder, such sums as may be determined to be necessary to satisfy any liabilities of such Design-Builder 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 Design-Builder 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. Design-Builder 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. Design Builder shall comply with and shall ensure that all DB-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 appliable regulations adopted pursuant to BABA.

Revised April 4, 2024

General Conditions of the
Agreement between Owner and Design-Builder

Table of Contents

Article 1 – Definitions And Terminology

Article 2 – Preliminary Matters

Article 3 – Contract Documents: Intent, Amending, Reuse

Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions

Article 5 – Bonds and Insurance

Article 6 – Design/Builder's Responsibilities

Article 7 – Other Construction

Article 8 – Owner's Responsibilities

Article 9 – Changes in the Work; Claims

Article 10 – Cost of The Work; Cash Allowances; Unit Price Work

Article 11 – Change of Contract Price; Change of Contract Time(s)

Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

Article 13 – Payments to Design/Builder and Completion

Article 14 – Suspension of Work and Termination

Article 15 – Claims and Dispute Resolution

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Contract Documents and printed with initial capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Acceptance Testing and Commissioning:* The tests and commissioning process set forth in the technical specifications provided by the Design-Builder and approved by the Authority.

2. *Addenda*: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Request for Proposals or the Contract Documents.

3. *Agreement*: The written instrument which is evidence of the agreement between Owner and Design-Builder covering the Work.

4. *Application for Payment*: The form which is to be used by Design-Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Bonds*: Performance and payment bonds.

7. *Change Order*: A written order which, when signed by Design-Builder and Owner, authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time(s), issued on or after the Effective Date of the Contract.

8. *Construction*: The part of the Work that is the result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

9. *Construction Manager*: An individual or entity with whom Owner may contract to furnish services to Owner with respect to the Project.

10. *Construction Subagreement*: A written agreement between Design-Builder and a construction Subcontractor for provision of Construction.

11. *Contract:* The entire and integrated written agreement between Owner and Design-Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*: Those items so designated in the Agreement.

13. *Contract Price:* The moneys payable by Owner to Design-Builder for completion of the Work in accordance with Article 4 of the Agreement.

14. *Contract Time(s):* The Scheduled Substantial Completion Date and Scheduled Final Acceptance Date.

15. *DB-Related Entity:* Design-Builder, Design Subconsultants, Subcontractors, Suppliers, and anyone for whose acts any of them may be legally or contractually responsible.

16. *Delay Liquidated Damages:* Those liquidated damages set forth in Section 3.5 of the Agreement.

17. *Design-Builder:* The entity with whom Owner has entered into the Agreement.

18. *Design Professional Services:* That part of the Work comprised of services relating to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals as part of the Work.

19. *Design Subagreement:* A written agreement between Design-Builder and a Design Subconsultant for provision of Design Professional Services.

20. *Design Subconsultant*: A qualified, licensed design professional, eligible to provide professional engineering, architectural and/or land surveying services in Florida, who is not an employee of Design-Builder, but is retained by Design-Builder to furnish design services on the Project through a Design Subagreement.

21. *Drawings*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of drawings, diagrams, illustrations, schedules, and other data which show the scope, extent, and character of the Work.

22. *Effective Date of the Agreement*: The date that the Contract is executed by both Owner and Design-Builder.

23. *Effective Date of the Guaranteed Maximum Price Amendment*: The date that the Guaranteed Maximum Price Amendment is executed by both Owner and Design-Builder.

24. *Field Order:* A written order issued by Owner which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time(s).

25. *Final Acceptance*: The written notice from Owner to Design-Builder pursuant to Paragraph 13.08 that Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been

fulfilled.

26. *Final Drawings and Specifications:* Those Drawings and Specifications that will be approved by Owner and will become Contract Documents.

27. *General Conditions*: These General Conditions of the Contract between Owner and Design-Builder.

28. *Guaranteed Maximum Price Amendment*: The Amendment referred to in Section 8.4 of the Agreement.

29. *Guaranteed Maximum Price Proposal:* The documents submitted by Design-Builder under Section 8.2 of the Agreement setting forth, among other things, the design concepts, proposed prices, and other conditions for the Work to be performed thereunder.

30. *Guaranteed Maximum Price Proposal Documents*: Those Drawings and Specifications generated and/or developed by Design-Builder during the Phase 1 Services phase of this Agreement and referenced as Guaranteed Maximum Price Proposal Documents in the Guaranteed Maximum Price Amendment, which documents are intended to be the baseline for the design to be performed as part of the Final Design and Construction (Phase Two) Services Phase.

31. *Hazardous Environmental Condition*: The presence at the Site of Hazardous Materials in such quantities or circumstances that may present an imminent or substantial danger to persons or property exposed thereto in connection with the Work.

32. *Hazardous Materials*: Collectively, Asbestos, Hazardous Waste, PCB's, Petroleum Products, Radioactive Materials and other materials, waste, substances and chemicals deemed to be hazardous under applicable Laws and Regulations.

33. *Hazardous Waste*: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

34. *Laws and/or Regulations*: Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

35. *Liens*: Charges, security interests or encumbrances upon real property or personal property.

36. *Milestone*: Completion date(s), if any, specified as "Milestones" in Article 3 of the Agreement and relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

37. *Notice to Proceed ("NTP")*: A written notice given by Owner to Design-Builder, which notice is the date on which the Contract Time(s) will commence to run and is the date on which Design-Builder shall start to perform the Work.

38. *Owner*: Peace River Manasota Regional Water Supply Authority.

39. *Owner's Advisor*: Brown and Caldwell.

40. *Owner Indemnitee(s):* Owner and all of its representatives, appointed and elected officials, officers, employees, authorized agents, consultants (including Owner's Advisor and Construction Manager), and other duly authorized representatives.

41. *Partial Utilization*: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

42. *PCBs*: Polychlorinated biphenyls.

43. *Petroleum*: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

44. *Project*: The Peace River Facility ("PRF") Expansion.

45. *Radioactive Material:* Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

46. *Record Documents:* Those documents described in paragraph 6.12.

47. *Schedule of Values:* A schedule contained in the Guaranteed Maximum Price Amendment prepared by Design-Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

48. *Scheduled Final Acceptance Date:* The date set forth in Article 3 of the Agreement by which Final Acceptance shall be achieved.

49. *Scheduled Substantial Completion Date:* The date set forth in the Guaranteed Maximum Price Amendment by which the Work shall be substantially complete.

50. *Site:* Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design-Builder.

51. *Specifications*: Those Submittals prepared by or for Design-Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

52. *Subcontractor*: An individual or entity other than a Design Subconsultant or Supplier having a direct contract with Design-Builder or with any other Subcontractor for the performance of a part of the Work.

53. *Submittal*: A written or graphic document prepared by or for Design-Builder which is required by the Contract Documents to be submitted to Owner by Design-Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Except for the Guaranteed Maximum Price Proposal Documents and the Final Drawings and Specifications, Submittals are not Contract Documents.

54. *Substantial Completion*: The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended and is ready for Acceptance Testing and Commissioning. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

55. *Supplementary Conditions*: The part of the Contract Documents which amends or supplements these General Conditions.

56. *Supplier*: A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Design-Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design-Builder or any Subcontractor.

57. *Unit Price Work*: Work to be paid for on the basis of unit prices.

58. *Work*: All Design Professional Services, Construction, and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation project management, supervision, training, testing, commissioning, and all other services and deliverables required by Design-Builder to achieve Final Acceptance of the Project in accordance with the Contract Documents.

59. *Work Change Directive*: A written directive to Design-Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion, or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Time(s), but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time(s).

60. *Work Product*: All Drawings, Specifications, Submittals, and other documents and data identified in the Contract Documents as being prepared or furnished by Design-Builder and submitted to Owner.

1.02 ***Terminology***

A. The words and terms discussed in paragraph 1.02.B are not defined terms, but when used in the Contract Documents have the indicated meanings.

B. *Intent of Certain Terms or Adjectives*:

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Final Acceptance (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design-Builder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds, Insurance Certificates, and Insurance Declaration Page(s)*

A. When Design-Builder delivers the executed Agreement to Owner, Design-Builder shall also deliver to Owner: (a) an updated letter from Design-Builder's surety or sureties verifying that Design-Builder has bonding capacity of $70 million available for this Project; (b) certificates of insurance and the insurance declaration page(s) for the insurance requirements and policies set forth herein which Design-Builder is required to purchase and maintain in accordance with paragraphs 5.04 and 5.06; and (c) evidence that Design-Builder is enrolled in the E-Verify system required by paragraph 6.03 below.

2.02 *Commencement of Work; Notice to Proceed*

A. Design-Builder shall commence the Work in accordance with Article 3 of the Agreement.

2.03 *Contract Documents*

A. All Work that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as necessary to properly execute and complete the Work to conform to the requirements of the Contract Documents shall be provided by Design-Builder with no change in the Contract Price or Contract Time. Additionally:

1. Arrangement and titles of drawings and organization of the specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregating the various units of material and labor, dividing the Work among Subcontractors, or establishing the extent of Work to be performed by any trade. Design-Builder may arrange and delegate the Work in conformance with trade practices, but Design-Builder shall be responsible for completion of all Work in accordance with the Contract Documents.

2. Before undertaking the Work, Design-Builder shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Design-Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design-Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby.

2.04 ***Submission of Schedules***

A. The schedules set forth below shall be included in the Guaranteed Maximum Price Amendment:

1. A progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including the Scheduled Substantial Completion Date upon which the proposal and progress schedule is based;

2. A schedule of Submittals which will list each required Submittal and the times for submitting, reviewing, and processing each Submittal;

3. A Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

2.05 ***Kick-Off Meeting and Initial Conference***

A. The parties will have a Project kick-off meeting within seven (7) days of the NTP with Phase 1 Services to discuss issues affecting the administration of the Work and ability of the parties to perform their obligations under the Contract Documents. Design-Builder will be expected to provide a general overview of its Project management plan and discuss significant issues

that might impact scheduling and planning. At the kick-off meeting, Owner and Design-Builder shall designate, if they have not done so previously, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.06 *Applicable Owner Policies*

A. Design-Builder hereby agrees to be bound by all applicable Owner policies and standards of conduct. It is Design-Builder's responsibility to advise its employees, Design Subconsultants, Subcontractors, Suppliers, or hired workers of the nature of the Project, as described in the Contract Documents. Upon request, Design-Builder shall, at its sole expense, conduct background checks for any Design-Builder employee or hired worker providing services on the Project.

Article 3 – Contract Documents: Intent, Amending, Reuse

3.01 *Intent of the Contract Documents*

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B It is the intent of the Contract Documents, including but not limited to the Final Drawings and Specifications, to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Design-Builder will furnish or perform all labor, documentation, services, materials, and equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for, at no additional cost to Owner.

3.02 *Reference Standards*

A. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean (except as may be otherwise specifically stated in the Contract Documents) the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date of the Agreement.

B. No provision of any such standard, specification, manual, or code, or instruction of a Supplier, shall be effective to change the duties and responsibilities of Owner, Design-Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Resolving Discrepancies*

A. Except as otherwise specifically stated in the Contract Documents, the provisions

of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

B. Paragraph 7.3 of the Agreement establishes the order of precedence shall apply in the case of direct, unresolvable conflicts between or among Contract Documents.

C. In the event of a discrepancy between the Guaranteed Maximum Price Proposal and the Drawings and Specifications, the Guaranteed Maximum Price Proposal will control, except when Owner has accepted a Submittal pursuant to paragraph 6.17.B.

3.04 ***Amending and Supplementing Contract Documents***

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Work Change Directive;

2. A Change Order;

3. A Field Order.

4. A written amendment executed by the Parties.

5. Owner's acceptance of required Submittals pursuant to paragraph 6.17.B.

3.05 ***Ownership and Use of Work Product***

A. Design-Builder hereby assigns to Owner all right, title, and interest, including but not limited to any intellectual property rights, copyrights and/or patents, in all Work Product. All Work Product shall become the property of Owner upon the earlier of: (a) Owner's payment to Design-Builder of monies due in accordance with this Agreement; (b) the date any Work Product is delivered to Owner; or (c) upon termination of the Agreement pursuant to Article 14 below.

B. The Work Product is not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse (or modifications to Work Product by Owner on this Project in the event of termination of Design-Builder) without written approval by Design-Builder or Design-Subconsultant for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design-Builder or Design Subconsultant. Design-Builder will be entitled to further compensation at rates to be agreed upon by Owner and Design-Builder if Owner asks

Design-Builder to verify or adapt the Work Product for extensions of the Project or any other project.

C. Design-Builder may make and retain copies of the Work Product for information, reference, and use on this Project by Design-Builder and all other DB-Related Entities.

D. Owner acknowledges and agrees that in the performance of the services under this Agreement, Design-Builder will use its proprietary algorithms, software, hardware, databases, and other background technology that Design-Builder or any other DB-Related Entity developed or licensed from third parties prior to the Effective Date of the Agreement ("Pre-Existing Technology"). Pre-Existing Technology used by a DB-Related Entity in connection with the Project shall remain the property of such DB-Related Entity, but Design-Builder shall cause such DB-Related Entity to grant a non-exclusive, irrevocable, royalty-free license to Owner to use, copy or modify such Pre-Existing Technology solely with respect to this Project.

E. With respect to any intellectual property rights in software vested in any third party that are supplied to Owner by Design-Builder as part of the Work, but not prepared, developed or modified under or in connection with this Project, Design-Builder shall use all reasonable efforts to obtain from such third party such permission, waiver, or license as may be necessary to enable the software to be used, copied, or modified by Owner solely in connection with this Project.

3.06 ***Electronic Data***

A. Copies of data furnished by Owner to Design-Builder or by Design-Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored on electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving data in electronic format agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60- day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

Article 4 – Availability of Lands; Differing Site Conditions; Reference Points; Hazardous Environmental Conditions

4.01 ***Availability of Lands***

A. Owner will ensure that all lands necessary for the Project are available to Design-

Builder.

B. Owner is a government entity. Accordingly, the provisions of Chapter 713, Florida Statutes concerning construction liens, do not apply to Owner's property.

4.02 ***Differing Site Conditions***

A. Design-Builder shall promptly, but in no event later than 10 days after discovery, and before the conditions are further disturbed, give a written notice to Owner of: (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents; or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions within 10 days after receiving the notice. If Owner determines that the conditions do materially differ and cause an increase or decrease in Design-Builder's cost of, or the time required for, performing any part of the Work, Owner will modify the Contract Price or Times in writing by Change Order in accordance with Article 9.

C. No request by Design-Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design-Builder has given the written notice required; provided that Owner may extend the time prescribed in paragraph 15.02 for giving written notice.

D. The provisions of this paragraph 4.02 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

E. Design-Builder is not entitled to any adjustment in the Contract Price or Contract Time(s) if: (a) Design-Builder knew of the existence of such conditions as of the Effective Date of the Guaranteed Maximum Price Amendment; or (b) the existence of such condition could reasonably have been discovered or revealed as a result of the examinations, investigations, explorations, tests or studies of the Site during Design-Builder's performance of the Phase 1 Services.

4.03 ***Reference Points***

Design-Builder is responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner and shall make no changes or relocations without the prior written approval of Owner. Design-Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 ***Hazardous Environmental Conditions at Site***

A. If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is

necessary, in accordance with applicable Laws and Regulations, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Laws and Regulations, assist Owner in providing notifications to all governmental authorities having jurisdiction over the Project or Site.

B. Design-Builder, working with Owner, shall take all necessary measures required to ensure that Hazardous Environmental Conditions are remediated or rendered harmless in accordance with applicable Laws and Regulations. Design-Builder shall, as may be directed by Owner and prior to proceeding with any such work: (a) obtain all environmental site assessments of the affected property and submit copies of such assessments to Owner for its approval; (b) develop remediation plans for the Hazardous Environmental Conditions, subject to Owner's approval; and (c) obtain on Owner's behalf all applicable approvals of governmental authorities having jurisdiction over the Project or Site to implement such plans. During the period of any investigation and remediation efforts, Design-Builder shall take all necessary measures to isolate and contain such Hazardous Environmental Conditions from the unaffected parts of the Work and shall continue the Work to the maximum extent possible on unaffected parts of the Work.

C. Except for those Hazardous Environmental Conditions and Hazardous Materials set forth in Paragraph 4.04.E below, Design-Builder will be entitled to submit a request for an adjustment to the Contract Price and/or Contract Time, in accordance with the requirements of these General Conditions, to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence, removal or remediation of unknown Hazardous Environmental Conditions.

D. Notwithstanding anything to the contrary in this paragraph 4.04, Design-Builder shall bear full responsibility for the handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (a) any Hazardous Materials present at, on, in or under, or migrating and/or emanating to or from the Site, that were brought or caused to be brought on the Site by any act or omission of any DB-Related Entity; and (b) the creation or exacerbation of any Hazardous Environmental Condition due to the negligence, recklessness or willful misconduct of any DB-Related Entity. To the fullest extent permitted by Laws and Regulations, Design-Builder shall indemnify, defend, and hold harmless the Owner Indemnitees from and against all claims, losses, damages, liabilities, and expenses, including attorneys' fees and expenses, arising out of, or resulting from Items (a) and/or (b) above.

E. Nothing contained in this paragraph 4.04 is intended to identify Design-Builder as the generator of any pre-existing Hazardous Materials, except as set forth in applicable Legal Requirements.

Article 5 – Bonds And Insurance

5.01 *Performance, Payment, and Other Bonds*

A. On or before the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all Design-Builder's obligations to

furnish, provide and pay for the Work, including but not limited to all Design Professional and Construction Services. The Performance Bond shall remain in effect at least until two (2) years after Final Acceptance except as provided otherwise by Laws or Regulations.

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 Guaranteed Maximum Price Amendment;

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 Design-Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in Florida or it ceases to meet the requirements of paragraphs 5.01.B and 5.02, Design-Builder shall within twenty (20) days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 ***Licensed Sureties and Insurers***

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Design-Builder 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.

5.03 ***Certificates of Insurance***

A. Design-Builder shall deliver to Owner, with copies to each additional insured and loss payee identified in this Article 5, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured or loss payee) which Design-Builder is required to purchase and maintain. Design-Builder shall obtain and maintain the following insurance and shall deliver to the Owner certificates of insurance or other evidence acceptable to the Owner when Design-Builder executes the Agreement except that Design-Builder 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. Design-Builder 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. Design-Builder's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Design-Builder:

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. Design-Builder's Property Insurance Design-Builder 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, Design-Builder, DB-Related Entities, 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 Design-Builder with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.

b. Design-Builder shall be responsible for any deductible or self-insured retention.

6. Excess or Umbrella Liability This insurance shall protect Design-Builder, DB-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

B. Failure of Owner to demand such certificates or other evidence of Design-Builder'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 Design-Builder'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 Design-Builder.

D. The insurance and insurance limits required herein shall not be deemed as a limitation on Design-Builder's liability under the indemnities granted to Owner and others in the Contract Documents.

5.04 ***Design-Builder's Insurance***

B. Design-Builder 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 Design-Builder's performance of the Work and Design-Builder's other obligations under the Contract Documents, whether it is to be performed by Design-Builder or any other DB-Related Entity:

1. Claims under workers' compensation, disability benefits and other similar employee

benefit acts;

2. Claims based on the provision of professional services, including but not limited to the Design Professional Services to be performed by Design-Builder, to be insured under a professional liability insurance policy or endorsement;

3. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design-Builder's employees;

4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design-Builder's employees;

5. 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 Design-Builder, or (ii) by any other person for any other reason;

6. 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

7. 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.

C. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.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 overages and be written for not less than the limits of liability provided in this Article 5 or required by Laws or Regulations, whichever is greater;

3. Include contractual liability insurance covering Design-Builder's obligations under paragraphs 6.11 and 6.20;

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 indicated in this Article 5 to whom a certificate of insurance has been issued (and the certificates of insurance furnished by Design-Builder pursuant to paragraph 5.03 will so provide);

5. Remain in effect at least until Final Acceptance and at all times thereafter when Design-Builder may be correcting, removing, or replacing defective Construction in accordance

with paragraphs 12.06 and 12.07; and

6. Include completed operations coverage:

   a. Such insurance shall remain in effect for five (5) years after Final Acceptance.

   b. Design-Builder 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 Acceptance and five (5) years thereafter.

D. Each Subcontractor performing any Work on the Project Site shall provide insurance that complies with the insurance requirements set forth in paragraphs 5.04.A, 5.04.B.1 and 5.04.B.2.

E. Within 14 days after the Effective Date of the Agreement Design-Builder shall provide to Owner the required Insurance Declaration Page of Policy for the insurance requirements of this Article 5.

5.05 ***Property Insurance***

B. Unless otherwise agreed by the parties in the GMP Amendment, Design-Builder 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, Design-Builder, and any other persons or entities identified as a loss payee in this Article 5, each of whom is deemed to have an insurable interest to the extent of their actual loss.

2. be written on a Builder's Risk "all risk" policy that shall at least include insurance for physical loss or damage to the Work, including any real or personal property delivered to the site and shall insure against at least the perils of fire, lightning, extended coverage, theft, vandalism and malicious mischief, flood, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage and such other perils or causes of loss as may be specifically required by this Article 5;

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 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 this Article 5 or Laws or Regulations;

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 Acceptance unless otherwise agreed to in writing by Owner and Design-Builder with thirty days written notice to each other person or entity that is identified as a loss payee in this Article 5.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Design-Builder in accordance with this paragraph 5.06 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 identified in this Article 5, and will contain waiver provisions in accordance with paragraph 5.07.

D. Owner is not responsible for purchasing and maintaining any property insurance to protect the interests of any DB-Related Entity to the extent of any deductible amounts that are identified in this Article 5. The risk of loss within such identified deductible amount will be borne by Design-Builder or the DB-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 the purchaser's own expense.

5.06 ***Waiver of Rights***

B. Owner and Design-Builder waive against each other and Owner's Indemnitees and DB-Related Entities all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.07 ***Receipt and Application of Insurance Proceeds***

B. Any insured loss under the policies of insurance required by paragraph 5.05 will be adjusted with Design-Builder and made payable to Design-Builder and Owner as joint loss payees and fiduciaries for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. Design-Builder shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, Design-Builder shall repair or replace the damaged Construction, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

C. Design-Builder as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Design-Builder's exercise of this power. If such objection be made, Design-Builder as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Design-Builder as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Design-Builder as fiduciary shall give bond for the proper performance of such duties.

5.08 ***Acceptance of Bonds and Insurance; Option to Replace***

B. If Owner has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by Design-Builder in accordance with Article 5 on the basis of their not complying with the Contract Documents, Owner shall notify Design-Builder in writing within ten days after receipt of the certificates and insurance declaration page(s) and Design-Builder shall provide to Owner such additional information in respect of insurance provided as Owner may reasonably request. If Design-Builder does not maintain all of the Bonds and insurance required by the Contract Documents, and without prejudice to any other right or remedy, Owner shall have the right to terminate Design-Builder for cause under Paragraph 14.02.

5.09 ***Partial Utilization, Acknowledgment of Property Insurance***

B. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.05 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

Article 6 – Design-Builder's Responsibilities

6.01 *Design Professional Services*

A. *General*

1. The standard of care for all Design Professional Services performed or furnished by Design-Builder under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar conditions at the same time and in the same locality. Despite the preceding sentence, if the Guaranteed Maximum Price Proposal Documents contain specific performance standards, Design-Builder shall perform the services to achieve such standards.

2. Design-Builder shall comply with all Florida laws with respect to the practice of land surveying and professional engineering.

3. Design-Builder assumes full responsibility for any portion or element of the Contract Documents that is incorporated into the Drawings and Specifications. Design-Builder is responsible for any errors in the Work Product developed through Phase 1 Services Agreement, including but not limited to the Guaranteed Maximum Price Proposal Documents.

4. Owner has the right to review and comment upon all Design-Builder design documents, whether in draft or final form, including all field-directed amendments to the design, in order to confirm the compliance and consistency of the design documents with the Contract Documents. Design-Builder shall give consideration and provide written responses to any comments delivered by Owner as to Design-Builder’s design Submittals. Neither compliance by Design-Builder with the Contract Documents, nor review of and comment by Owner on Design-Builder’s design documents, nor any failure or delay by Owner in commenting on any design Submittals, shall in any way relieve Design-Builder of full responsibility for the

design, construction, and performance of the Project in accordance with the Contract Documents.

5. Owner has provided the documents listed in Exhibit 6.2 of the Agreement that Design-Builder may rely upon. With regard to information that are not listed in Exhibit 6.2 Owner makes no representation or warranty to Design-Builder that the information provided to Design-Builder is correct, sufficient, complete, or accurate. Design-Builder shall, as part of the Design Professional Services, evaluate and validate any design criteria, requirements or other data and information provided in the Contract Documents, and, if it believes that there are errors, omissions, contradictions, or any other problems in the Contract Documents, it shall notify Owner accordingly. Design-Builder assumes responsibility for the sufficiency, completeness, and accuracy of all Contract Documents, Despite the fact that Owner provided such information. Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; or (ii) Owner's review or approval of any Contract Documents.

B. *Phase 1 Services*. Design-Builder acknowledges that after the Effective Date of the Agreement it will be developing, among other things, the Guaranteed Maximum Price Proposal that forms the basis for the Contract Price, Contract Time(s) and all of its other obligations under the Contract Documents. Unless otherwise stated in its Guaranteed Maximum Price Proposal, Design-Builder agrees that once it completes the Guaranteed Maximum Price Proposal:

1. The Guaranteed Maximum Price Proposal Documents were prepared solely by Design-Builder and DB- Related Entities;

2. During its performance of the Phase 1 Services, Design-Builder was capable of conducting and did conduct investigations to verify or supplement its understanding of the information provided by Owner, existing conditions at the Project Site, and anything else reasonably needed to commit to its obligations in the Contract Documents;

3. Except as listed in Exhibit 6.2 of the Agreement, Owner has made no representation or warranty to Design-Builder that the information provided to Design-Builder in conjunction with the Phase 1 Services is correct, sufficient, complete, or accurate; and

4. Other than as described in subparagraph 60.1(B)(5) below, Design-Builder will have no right to claim or seek an adjustment to the Contract Price or Contract Time(s) as the result of: (i) any incomplete, inaccurate, ambiguous, or inadequate information or requirements contained in or among any of the Contract Documents; (ii) Owner's review or acceptance of any Contract Documents; or (iii) Owner's involvement during the performance of the Phase 1 Services unless Owner directs Design-Builder to do something that is contrary to the Design-Builder's recommendations.

5. Design-Builder may rely upon the information provided in the documents listed in

Exhibit 6.2, and any other documents identified in the Guaranteed Maximum Price Amendment.

C. *Phase 2 Services*: Design-Builder shall:

1. On the basis of the Guaranteed Maximum Price Proposal Documents, prepare Final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design-Builder and Final Specifications (which will be prepared, where appropriate, in general conformance with the format recommended by the Construction Specifications Institute);

2. Provide technical criteria, written descriptions, and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraph 2.04; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 *Supervision and Superintendence of Construction*

A. Design-Builder shall supervise, inspect, and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design-Builder is solely responsible for the means, methods, techniques, sequences, and procedures of the Work. Design-Builder shall ensure that the completed Construction complies fully with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, Design-Builder shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design-Builder's representative at the Site and will have authority to act on behalf of Design-Builder. All communications given to or received from the superintendent will be binding on Design-Builder. The superintendent must be able to read, write, speak, and understand the English language.

6.03 *Labor, Working Hours*

A. Design-Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.

B. Working Hours: Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the

Contract Documents, all Construction at the Site must be performed during regular working hours, and Design-Builder will not work on Saturday, Sunday, or any legal holiday without Owner's written consent and 48 hours' notice.

C. Rate of Pay: In addition to the supplemental Federal requirements provided in Exhibit 9.1, the hourly rate of pay for each employee shall comply with state law and industry standards for similar work performed under the Contract. Design-Builder shall maintain records verifying the rate of pay for each employee working on this contract and make such records available for inspection on demand by Owner. Design-Builder shall comply with all supplemental conditions included in this Contract as may be required by government funding agencies.

D. Compliance: Failure to fully comply with paragraphs B, C and D above is a material breach of the Contract and cause for termination of the Contract for cause.

6.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for the Work, including but not limited to all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. Deign-Builder shall ensure that all materials and equipment incorporated into the Work are as specified by Owner, or in the Drawings or Specifications, or if not specified must be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If required by Owner, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 *Progress Schedule*

A. Design-Builder shall adhere to the progress schedule established in accordance with paragraph 2.04.A as it may be adjusted from time to time as provided below:

1. Design-Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Time(s) (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Design-Builder shall submit proposed adjustments in the progress schedule that will change the Contract Time(s) (or Milestones) in accordance with the requirements of paragraph 11.02.

Such adjustments may only be made by a Change Order.

3. If, in the opinion of Owner, Design-Builder falls behind the progress schedule due to an event that does not enable Design-Builder to extend the Contract Time(s), including but not limited to actions or neglect of any DB-Related Entity's failure to perform part or all of the Work or to supply any equipment or materials, Owner may direct Design-Builder, at Design-Builder's sole cost and expense, to take remedial steps, including, but not limited to, increasing the number of personnel, shifts, and/or overtime operations, days of Work, and/or amount of construction equipment until such time as the Work is back on schedule. In such event, Design-Builder shall also submit for review not later than the time of submittal of the next request for partial payment, a supplementary schedule demonstrating the manner in which the acceptable rate and achievement of progress will be regained, all without additional cost to Owner.

6.06 *Concerning DB-Related Entities*

A. Design-Builder shall not employ any DB-Related Entity or any individual against whom Owner may have reasonable objection. Design-Builder shall not be required to employ any Design Subconsultant or Subcontractor against whom Design-Builder has reasonable objection. Owner requires the identity of Subcontractors, Suppliers, and other individuals or entities to be submitted to the Owner in advance of the Work for review by Owner. Owner's acceptance of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Design-Builder shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner to reject defective Work.

B. Design-Builder is fully responsible to Owner for all acts and omissions of the DB-Related Entities just as Design-Builder is responsible for Design-Builder's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such DB-Related Entity any contractual relationship between Owner and any such DB-Related Entity;

2. shall create any obligation on the part of Owner to pay or to see to the payment of any moneys due any DB-Related Entity except as may otherwise be required by Laws or Regulations.

C. Design-Builder is solely responsible for scheduling and coordinating all DB-Related Entities.

D. Design-Builder shall require all DB-Related Entities to communicate with Owner through Design-Builder.

E. All Work performed for Design-Builder by a DB-Related Entity will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design-Builder

and the DB-Related Entities which specifically binds the DB-Related Entities to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a DB-Related Entity who is listed as a loss payee on the property insurance provided in paragraph 5.05, the agreement between Design-Builder and such DB-Related Entity will contain provisions whereby the DB-Related Entity waives all rights against Owner, Owner's Advisor, Construction Manager, Design-Builder, and all other loss payees (and their officers, directors, members, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any DB-Related Entity, Design-Builder will obtain the same.

6.07 *Patent Fees and Royalties*

A. Design-Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.

B. To the fullest extent permitted by Laws or Regulations, Design-Builder shall indemnify and hold harmless the Owner Indemnitees from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the specification or incorporation in the Work of any invention, design, process, product or device. Despite the foregoing, Design-Builder shall not be liable to Owner for infringement claims: (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not objected to in writing by Design-Builder to Owner; (ii) arising from modifications to the Work by Owner after acceptance of the Work; or (iii) Owner's use or operation of the Work for purposes other than intended.

6.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. If any such permit, license or approval of governmental authorities is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such permit, license, or approval subject to Owner's reasonable cooperation with Design-Builder, including execution and delivery of appropriate applications and other documentation in forms approved by Owner.

B. Design-Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work.

6.09 *Laws or Regulations*

A. Design-Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design-Builder's compliance with any Laws or Regulations.

B. If Design-Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design-Builder shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

C. Changes in Laws or Regulations not known on the Effective Date of the Guaranteed Maximum Price Amendment having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Time(s). Despite the above, Design-Builder shall not be entitled to an adjustment in the Contract Price or Contract Time for, and assumes the risk of, any changes in Laws or Regulations related to Design-Builder's corporate existence or the maintenance of its business, including, but not limited to, gross receipt taxes, social security, Medicare, and other payroll-related taxes.

6.10 *Taxes*

A. Design-Builder shall pay all sales, consumer, use, employment-related and other taxes required to be paid by Design-Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

B. Owner is exempt from payment of Florida state sales and use taxes and federal excise tax. Design-Builder, however, is not exempt from payment of Florida state sales and use taxes to the appropriate governmental agencies or for payment by Design-Builder to DB-Related Entities for taxes on materials used to fulfill its obligations under the Contract Documents.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas.

1. The Site is identified in Exhibit 6.2 of the Agreement.

2. Design-Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design-Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. If Design-Builder determines that it needs additional easements to complete the project other than what is identified in Exhibit 6.2 of the Agreement, Design-Builder will obtain them.

3. Should any claim be made by any such owner or occupant because of the

performance of Work, Design-Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by dispute resolution proceeding or at law.

4. Design-Builder shall ensure that all employees performing or furnishing any of the Work will be prohibited from using firearms, engaging in hunting, fishing, trapping, using illegal drugs or using alcohol either on the work site, on Owner's property, or on any land adjoining the work site.

B. *Removal of Debris:* During the performance of the Construction, Design-Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning:* Prior to Substantial Completion, Design-Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design-Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures*: Design-Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design-Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Design-Builder shall maintain in a safe place one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders, Work Change Directives, approved Submittals, QA/QC records, and all other written interpretations and clarifications in good order and annotated to show all changes made during performance of the Work. Such copies shall constitute the "Record Documents" and will be available to Owner for reference.

B. The Record Documents shall, as appropriate, be marked-up as the Work progresses to reflect current conditions and shall become the "as-built" plans. The revisions are to be indicated in a neat, well-organized manner and are to include the elevation and plan location of any utilities, structures, easements, rights of way, etc., encountered or installed. A "record" survey book will be kept and shall include the following items:

1. The location and elevation of all existing utilities, structures, etc. encountered.

2. The finished product location and elevation of all utilities and structures installed, including, but not limited to, fire hydrants, catch basin and manhole lids, inverts, pipes, and any and all underground structures.

3. The Record Documents shall comply with paragraph 9.3 of the Agreement ("Records").

C. Design-Builder shall keep all record notes in book(s) designated "record" and no other survey notes will be kept in such books. Design-Builder shall review with Owner the status of the "as-built" plans and the "record" survey notes in connection with Owner's evaluation of an application for payment. If Design-Builder does not maintain current Record Documents Owner may withhold payments for Work performed.

D. Upon Substantial Completion of the Work, Design-Builder shall deliver to Owner the Record Documents identified in the Technical Specifications provided by Design-Builder and approved by Owner.

E. Design-Builder shall deliver to Owner a reproducible set of updated contract plans. Design-Builder will transfer all its "as-built" information to these reproducibles and deliver the resultant "as-built" set of plans, together with the record survey book to Owner. Each completed set of "as-built" drawings must include on its face a certified statement by Design-Builder that the set of "as-built" drawings accurately depicts the actual Work as constructed.

6.13 *Safety and Protection*

A. Design-Builder is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Design-Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;

2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design-Builder shall comply with applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Design-Builder shall comply with the applicable requirements of Owner's safety programs, if any.

D. Design-Builder shall inform Owner of the specific requirements of Design-Builder's safety program with which Owner and its employees and representatives must comply while at

the Site.

E. Design-Builder shall remedy all damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by any DB-Related Entity.

F. Design-Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design-Builder in accordance with paragraph 13.08 that the Work has met the conditions for Final Acceptance (except as otherwise expressly provided in connection with Substantial Completion as described in paragraph 13.05(A)).

6.14 *Safety Representative*

A. Design-Builder shall designate a competent safety representative at the Site who has the experience, duty, and responsibility to take prompt actions to eliminate hazards, correct unsafe conditions, and enforce the implementation of Design-Builder's safety requirements.

6.15 *Hazard Communication*

A. Design-Builder shall ensure that any information concerning hazards at the Site, including material safety data sheets that is required to be communicated to workers at the Site occurs in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design-Builder is obligated to act to prevent threatened damage, injury, or loss. Design-Builder shall give Owner prompt written notice if Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Design-Builder is responsible for providing first aid and medical care in accordance with applicable laws and regulations.

B. Before a storm event Design-Builder must secure or remove from the site any materials or equipment which could cause bodily injury, damage to the Work, Owner's property, or property of others. Design Builder shall secure and/or backfill Site excavations. No Design-Builder equipment may be parked within 100 feet of any Owner facilities. Design-Builder is responsible for preparing for a storm event. Design-Builder shall always take the necessary precautions to protect the walking and motoring public from harm due to construction activity.

C. Owner may, but is not required to, order the work be stopped if a condition of eminent danger exists. This provision does not shift responsibility or risk of loss for injuries or damages, cost of stoppage or delay of work, from Design-Builder to Owner. Design-Builder shall remain solely and exclusively responsible for compliance with all safety requirements and the safety of all persons and property at the Site.

6.17 *Submittals*

A. Owner will review and respond to Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.04.A. Owner's review and response will not be for compliance with any engineering code, standard, or manual, or for confirmation of geometric accuracy. Owner's review will not extend to means, methods, techniques, sequences, or procedures of construction (except where Owner has specifically and expressly called for a particular means, method, technique, sequence, or procedure of construction in the Contract Documents) or to safety precautions or programs incident thereto. The review and acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions.

B. Design-Builder shall ensure that all Submittals are in compliance with the Contract Documents and consistent with previous Submittals that have been reviewed and/or accepted by Owner. Design-Builder shall specifically highlight and identify, in a separate written communication at the time of submission specifically calling Owner's attention to any changes from previous Submittals to enable Owner to be aware and understand the implications of such changes. Owner's review of Submittals, including but not limited to the Final Drawings and Specifications, shall not relieve Design-Builder from responsibility for any variation from the requirements of the Contract Documents unless Design-Builder has complied with its obligations in the preceding sentence and Owner has given written acceptance of the variation.

C. If Design-Builder is interested in starting any Construction activity before Owner's acceptance of the Final Drawings and Specifications, Design-Builder shall give Owner written notice of such interest and full details of the activity, limits where such Work will be performed, and other information that Owner may reasonably require. If Owner does not object to Design-Builder starting such Work, then Design-Builder may commence the activities, provided, however, that Design-Builder: (1) is not in violation of any Laws or Regulations in starting such Construction; (2) will have all risks associated with proceeding without accepted Final Drawings and Specifications; and (3) any costs associated with remedying the Work will be at the sole risk of Design-Builder.

6.18 *Continuing the Work*

A. Design-Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. Design-Builder must not delay or postpone any Work pending resolution of any disputes or disagreements, except as set forth in paragraph 14.04 or as Design-Builder and Owner may otherwise agree in writing.

6.19 *Design-Builder's General Warranty and Guarantee*

A. Design-Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective.

B. Design-Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, misuse, modification or improper maintenance or operation by persons other than a DB-Related Entity; or

2. normal wear and tear under normal usage.

C. Design-Builder's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design-Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;

2. The making of any progress or final payment;

3. The issuance of a certificate of Substantial Completion;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and acceptance of a Submittal;

6. Any inspection, test, or acceptance by others; or

7. Any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws or Regulations, Design-Builder shall, indemnify and hold harmless the Owner Indemnitees from and against all, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of a DB-Related Entity in the performance of the Work. This provision is consistent with sections 725.06(2) and 725.08, Florida Statutes.

B. Design-Builder's contracts with DB-Related Entities shall include a requirement that the DB-Related Entity is obligated to defend, indemnify and hold harmless the Owner Indemnitees from and against all claims, liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent such liabilities, damages, losses or expenses are caused by the negligence, recklessness, or intentionally wrongful conduct of such DB-Related Entity in the performance of the Work.

C. In any and all claims against an Owner Indemnitee by any employee (or the survivor or personal representative of such employee) of a DB-Related Entity, the indemnification obligations under paragraphs 6.20.A and 6.20.B shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for a DB-Related Entity under workers' compensation acts, disability benefit acts or other employee benefit acts. However, this provision does not constitute a waiver of Owner's sovereign immunity.

Article 7 – Other Construction

7.01 *Related Work at Site*

A. Owner may perform work, or cause other work to be performed, related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or through other utility owners. If such other work is not noted in the Contract Documents, then:

1. Owner shall give written notice thereof to Design-Builder before starting any such other work; and

2. If Owner and Design-Builder are unable to agree on entitlement to or on the extent, if any, of any adjustment in the Contract Price or Contract Time(s) that should be allowed as a result of such other work, Design-Builder may make a claim therefor as provided in Article 9 if Design-Builder believes that such performance will involve additional expense to Design-Builder or requires additional time.

B. Design-Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design-Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Builder shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Design-Builder may cut or alter others' work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design-Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design-Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design-Builder's Work depends upon work performed or services provided by others under this Article 7, Design-Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design-Builder's Work. Design-Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design-Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth Guaranteed Maximum Price Amendment:

1. The individual or entity that will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

7.03 *Legal Relationships*

A. paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Owner shall provide in its contracts with other contractors under paragraph 7.01.A that the other contractor is liable to Owner for the reasonable direct delay and disruption costs incurred by Design-Builder as a result of the other contractor's wrongful actions or inactions.

C. Design-Builder is liable to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Design-Builder's wrongful action or inactions.

Article 8 – Owner's Responsibilities

8.01 *General*

A. Owner shall do the following in a timely manner so as not to delay the services of Design-Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;

2. Make payments to Design-Builder promptly when they are due as provided in paragraphs13.03 and 13.08;

3. Furnish the Site as set forth in paragraph 4.01.A;

4. Furnish to Design-Builder, as required for performance of Design-Builder's Services, the following if available:

   a. The documents listed in Exhibit 6.2 of the Agreement;
   b. Assistance to Design-Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project; and
   c. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents.

5. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and

6. Provide information known to Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 *Insurance*

A. Owner's responsibilities concerning liability and property insurance are set forth in Article 5.

8.03 *Limitations on Owner's Responsibilities*

A. Owner has no duty to supervise, direct, or have control or authority over, or be responsible for, Design-Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design-Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner is not responsible for Design-Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 *Undisclosed Hazardous Materials and Hazardous Environmental Conditions*

A. Owner's responsibility concerning undisclosed Hazardous Materials and Hazardous Environmental Conditions uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 *Construction Manager*

A. Owner may furnish a Construction Manager to assist Owner in fulfilling some of its responsibilities on the Project relative to the performance of Design-Builder.

8.06 *Owner's Advisor*

A. Owner's Advisor, if any, has no duties, responsibilities, or authorities with respect to Design-Builder, unless specifically provided in the Contract Documents.

8.07 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Design-Builder's safety programs of which Owner has been informed pursuant to paragraph 6.13.D.

Article 9 – Changes In The Work; Claims

9.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as

otherwise specifically provided).

9.02 *Unauthorized Changes in the Work*

A. Design-Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Time(s) with respect to any Work performed that is not required by the Contract Documents as amended, modified, and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 *Claims*

A. If Owner and Design-Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Time(s) that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a claim may be made therefor in accordance with Article 15 below.

9.04 *Execution of Change Orders*

A. Owner and Design-Builder shall execute appropriate change orders (or written amendments) covering:

1. Changes in the Work which are:

   a. ordered by Owner pursuant to paragraph 9.01;
   b. required because of acceptance of defective work under Article 13 or Owner's correction of defective work under Article 12; or
   c. claims agreed to by the parties.

2. Changes in the Contract Price or Contract Time(s) which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and

3. Unilateral changes in the Contract Price or Contract Time(s) which are issued by Owner, including any undisputed and/or disputed sum or amount of time for Work actually performed in accordance with a change order or amendment; and

4. Changes in the Contract Price or Contract Time(s) which embody the substance of any written decision rendered by Owner pursuant to paragraph 15.02; provided that, in lieu of executing any such change order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Design-Builder shall carry on the work and adhere to the progress schedule pursuant to, among other provisions of the Contract Documents, paragraph 6.18.

5. Design-Builder acknowledges that agreement on any change order shall constitute a final settlement and full accord and satisfaction of all matters relating to the change

directly or indirectly changed or unchanged in the Work which is the subject of the change order, including, but not limited to, all direct, indirect costs, and impact costs associated with such change, including inefficiencies or acceleration based claims, and any and all adjustments to the Contract Price and Contract Time(s), and schedule.

9.05 *Notice to Sureties*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time(s)) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design-Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

Article 10 – Cost of the Work; Cash Allowances; Unit Price Work

10.01 *Cost of the Work*

A. ***Costs Included***: The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design-Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design-Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall not include any of the costs itemized in Paragraph 10.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Design-Builder in the performance of the Work under schedules of job classifications in compliance with Exhibit 9.1 as agreed upon by Owner and Design-Builder.

    a. Such employees shall include without limitation superintendents, supervisors, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

    b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this Paragraph 10.01.A.1, Design-Builder shall be entitled to payment for

such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design-Builder unless Owner deposits funds with Design-Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design-Builder shall make provisions so that they may be obtained.

3. Payments made by Design-Builder to Subcontractors (excluding payments for Design Professional Services pursuant to Paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design-Builder's Cost of the Work and fee.

4. Payments made by Design-Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

   a. The proportion of necessary transportation, travel and subsistence expenses of Design-Builder's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design-Builder.

   c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design-Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

   d. Sales, consumer, use, and other similar taxes related to the Work, and for

which Design-Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of a DB-Related Entity, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design-Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of a DB-Related Entity. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design-Builder is required by the Contract Documents to purchase and maintain.

B. ***Costs Excluded****:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design-Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks and other personnel employed by Design-Builder whether at the Site or in Design-Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.01.A.1, all of which are to be considered administrative costs covered by Design-Builder's fee.

2. Expenses of Design-Builder's principal and branch offices other than Design-Builder's office at the Site.

3. Any part of Design-Builder's capital expenses, including interest on Design-Builder's capital employed for the Work and charges against Design-Builder for delinquent payments.

4. Costs due to the negligence of a DB-Related Entity, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 10.01.A.

C. Design-Builder's Fee: When the value of the Work covered by a Change Order is determined on the basis of Cost of the Work, Design-Builder's fee shall be determined as set forth in Paragraph 11.01.C.

D. Documentation: Whenever the cost of any Work is to be determined pursuant to Paragraph 10.01.A and 10.01.B, Design-Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 *Allowance Payment Items*

A. Article 4.3 of the Agreement describes Allowance Payment Items and Allowance Payment Values.

10.03 *Unit Prices*

If Design-Builder provides that all or part of the Work is to be Unit Price Work in its Guaranteed Maximum Price Proposal, Design-Builder shall identify any limitations on the variance in quantity or price in the Guaranteed Maximum Price Proposal.

Article 11 – Change of Contract Price; Change of Contract Time(s)

11.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by Design-Builder to Owner promptly in accordance with Paragraph 15.02.

B. The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include overhead and profit not necessarily in accordance with Paragraph 11.01.C); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 10.01) plus a Design-Builder's Fee for overhead and profit (determined as provided in Paragraph 11.01.C).

C. Design-Builder's Fee on any Work covered by a Change Order or of any claim for an adjustment in the Contract Price shall be 10% of the amount set forth in Paragraph 11.01.B above.

D. Work covered by a Change Order or of any claim for an adjustment in the Contract Price that is being performed by Design Subconsultants, Subcontractors or Suppliers of any tier shall be limited to the following markups, which markup shall compensate Design Subconsultant, Subcontractor, Supplier for all indirect costs, field, and home office overhead, and profit:

1. A total markup of 10% of the costs incurred by such Design Subconsultant, Subcontractor or Supplier under Paragraphs 10.01.A.1 and 10.01.A.2.

2. Any higher tier Design Subconsultant, Subcontractor or Supplier will be paid a total markup of 10% of the amount paid to the next lower tier Design Subconsultant, Subcontractor or Supplier.

E. The amount of credit to be allowed by Design-Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost, plus a deduction in Design-Builder's fee by an amount of 10% of such net decrease; and

F. When both additions and credits are involved in any one change, Design-Builder's fee shall be computed on the basis of amount of the net increase or decrease in cost. If there is a net increase in cost, then the fee shall be as set forth in Paragraph 11.01.C, and if there is a net decrease, the fee deduction shall be as set forth in Paragraph 11.01.E.

11.02 *Change of Contract Time(s)*

A. The Contract Time(s) (or Milestones) may only be changed by a Change Order. Any claim for an adjustment of the Contract Time(s) (or Milestones) shall be based on written notice pursuant to Paragraph 15.02. All adjustments for additional time must include a detailed critical path analysis of the Contract schedule.

B. Any adjustment of the Contract Time(s) (or Milestones) covered by a change order or of any claim for an adjustment in the Contract Time(s) (or Milestones) will be determined in accordance with the provisions of this Paragraph 11.02.

C. Design-Builder expressly agrees that in undertaking to complete the work within the time specified, it has made allowances for certain foreseeable hindrances and delays ordinarily encountered on projects of this type. The parties specifically anticipate and contemplate such hindrances and delays, including but not limited to, those reasonable delays caused by or arising from minor design conflicts and issues; schedule adjustments; the actions of DB-Related Entities; late or out-of-sequence Owner-furnished equipment, materials and facilities not affecting the critical path; reasonable turnaround or approval of Design-Builder's Submittals; normal unfavorable weather, wet grounds, or other similar unsuitable construction conditions likely to occur in Florida; reasonable turnaround to Design-Builder's requests for information or direction; change order processing; and access and coordination by Owner that does not create any new critical paths in the schedule. Design-Builder agrees that such delays are included in the Contract Price and Contract Time(s) and that they shall not constitute the basis for a time extension or a claim for additional compensation of any type.

D. *Delays Beyond Design-Builder's Control:* Where Design-Builder is prevented from completing any part of the Work within the Contract Time(s) (or Milestones) due to delay beyond the control of Design-Builder, the Contract Time(s) (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in Paragraph 11.02.A. Delays beyond the control of Design-Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, changes of law pursuant to Paragraph 6.09.C, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or other acts of God.

E. If Design-Builder intends to seek an adjustment in the Contract Time for abnormal weather conditions, it shall, in addition to fulfilling all other requirements for a time extension, demonstrate that the actual weather encountered was unusually severe and abnormal compared with the five-year average weather statistics compiled by the United States National Oceanic and Atmospheric Administration ("NOAA") for the time of year and locality of the Site.

F. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Time(s), or both. Design-Builder's entitlement to an adjustment of the Contract Time(s) is conditioned on such adjustment being essential to Design-Builder's ability to complete the Work within the Contract Time(s).

G. If Design-Builder is delayed in the performance or progress of the Work by 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 Design-Builder, then Design-Builder shall be entitled to an equitable adjustment in Contract Time(s), if such adjustment is essential to Design-Builder's ability to complete the Work within the Contract Time(s). Such an adjustment shall be Design-Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.G. Despite the preceding sentence:

1. If such delays result in Owner suspending the Work in accordance with Paragraph 14.01, Design-Builder's remedy shall be as specified in that provision.

2. If the total aggregate of such delays exceeds thirty (30) days, commencing on the Notice to Proceed, then Design-Builder shall be entitled to treat the days of delay that exceed such 30-day period in the same manner as set forth in Paragraph 11.02.F above.

H. Owner, Owner's Advisor and Construction Manager shall not be liable to Design-Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design-Builder on or in connection with any other

project or anticipated project.

I. Design-Builder shall not be entitled to an adjustment in Contract Price or Contract Time(s) for delays within the control of Design-Builder. Delays attributable to and within the control of a DB- Related Entity shall be deemed to be delays within the control of Design-Builder.

J. Despite anything to the contrary in this Article 11 or in any other Contract Document, Owner shall not be liable, and Design-Builder shall not be entitled to recover, for any time-related or delay damages for: (1) loss of anticipated profit; (2) home office overhead; (3) consequential damages (including but not limited to loss of bonding capacity, loss of bidding opportunities, and insolvency); and (4) legal fees, claims preparation expenses, or the cost of dispute resolution.

K. Design-Builder and Owner waive and release claims against each other for consequential damages arising out of or relating to this Contract including but not limited to losses of use, profits, business, reputation, or financing. This waiver of consequential damages does not affect the payment of liquidated damages as provided in this Contract.

Article 12 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work

12.01 *Notice of Defects*

A. Owner shall give Design-Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected, or accepted as provided in this Article 12.

12.02 *Access to Construction*

A. Owner, Owner's Advisor, Construction Manager, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design-Builder shall provide them proper and safe conditions for such access and advise them of Design-Builder's Site safety procedures and programs so that they may comply with them as applicable.

12.03 *Tests and Inspections*

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested, or approved, Design-Builder shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design-Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design-Builder's purchase thereof for incorporation in the Work.

B. Design-Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design-Builder without written concurrence of Owner, then Design-Builder shall, if requested by Owner, uncover such Construction for observation.

D. Uncovering Construction as provided in Paragraph 12.04 shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 *Uncovering Construction*

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design-Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design-Builder, at Owner's request, shall uncover, expose, or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material, and equipment. If it is found that such Construction is defective, Design-Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If, however, such Construction is not found to be defective, Design-Builder shall be allowed an increase in the Contract Price or an extension of the Contract Time(s) (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design-Builder may make a claim therefor as provided in Article 9.

12.05 *Owner May Stop Construction*

A. If Construction is defective, or Design-Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design-Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design-Builder or any other party.

12.06 *Correction or Removal of Defective Work*

A. Owner will have authority to disapprove or reject defective Work and will have authority to

require special inspection or testing of the Work whether or not the Work is fabricated, installed, or completed. If required by Owner, Design-Builder shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed, or completed, or, if Owner has rejected the Work, remove it from the Site and replace it with non-defective Work. Design-Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 *Correction Period*

A. If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Design-Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design-Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion, the correction period for that item may start to run from an earlier date if so specifically provided in the Contract Documents.

C. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this Paragraph 12.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Design-Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work. If Owner’s acceptance occurs before Final Acceptance, Owner will issue a Change Order incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Work so accepted. If the acceptance occurs after Final Acceptance, Design-Builder will pay an

appropriate amount to Owner.

12.09 *Owner May Correct Defective Work*

A. Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

B. Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein will not apply.

C. The one-year period referenced in Paragraph 12.09 (A) above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

D. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this Paragraph 12.09 will be charged against Design-Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price.

E. Design-Builder shall not be allowed an extension of the Contract Time(s) (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 12.09.

Article 13 – Payments To Design-Builder and Completion

13.01 *Schedule of Values*

A. Exhibit 4.1 (Compensation for Phase One Services) will serve as the basis for progress payments for the performance of Phase One Services. The Schedule of Values established as provided in Paragraph 2.04.A will serve as the basis for progress payments for Work performed after the Effective Date of the Guaranteed Maximum Price Amendment. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 *Application for Progress Payment*

A. Design-Builder shall submit to Owner, on or before the 15th of each month, an Application for Payment filled out and signed by Design-Builder covering the Work completed for the prior month. and accompanied by supporting documentation as required by the Contract Documents.

B. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

C. Beginning with the second Application for Payment, each Application shall include an affidavit of Design-Builder stating that all previous progress payments received on account of the Work have been applied on account to discharge Design-Builder's legitimate obligations associated with prior Applications for Payment.

D. The amount of retainage with respect to progress payments will be as stipulated in the Guaranteed Maximum Price Amendment. Retainage will not be held on progress payments due for performance of the Phase One Services.

E. For Work performed after the Effective Date of the Guaranteed Maximum Price Amendment, Design-Builder shall submit an updated cost-loaded progress schedule update as support documentation for payment applications in excel format. Each activity in the progress schedule update shall be assigned a dollar value in accordance with the physical value of that work in relationship to an Asset (Activity Codes)/Work Breakdown Structure (WBS) agreed upon by the Owner. The total value of all activities shall equal the Contract Price. The Design-Builder shall use the latest version of Oracle/Primavera Professional Project Management software for creating and updating all Construction Schedules (i.e., the accepted Baseline Schedule and all Schedule Updates) and reports. Design-Builder shall provide Owner with the PDF files and shall make source files available to Owner upon request. No other scheduling software programs will be accepted. The Owner will provide Design-Builder with Owner’s requirements regarding progress Construction Schedule submittals during the Phase One Services Phase of the Project.

13.03 *Progress Payments*

A. Owner will, after receipt of each application for payment, either make payment or return the application to Design-Builder, indicating in writing Owner's reasons for refusing to make payment. In the latter case, Design-Builder may make the necessary corrections and resubmit the application.

B. Owner may refuse to make the whole or any part of any payment if, in Owner's opinion, it would be incorrect to make such payment because of subsequently discovered evidence or

the results of subsequent inspections or tests, revise or revoke any such payment previously made, to such extent as may be necessary in Owner's opinion to protect Owner from loss because:

1. The Work is defective, or completed Work has been damaged, requiring correction or replacement;

2. The Contract Price has been reduced by written amendment or change orders;

3. Owner has been required to correct defective Work or complete Work in accordance with Article 12; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Article 15.

5. Design-Builder fails to submit the required insurance policy declaration page as stated in the Contract;

6. Design-Builder fails to comply with progress schedule updates in keeping with general requirements.

7. Design-Builder fails to make red-line markups of design drawings available for inspection by Owner and current with each pay application.

C. *Reduction in Payment:* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. Claims have been made against Owner on account of Design-Builder's performance or furnishing of the Work; or

2. Liens have been filed in connection with the Work, except where Design-Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

3. There are other items entitling Owner to a set off against the amount for which application is made; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraph 14.02.A or if Design-Builder is otherwise in breach.

D. If Owner refuses to make payment of the full amount requested by Design-Builder, Owner must give Design-Builder immediate written notice stating the reasons for such action and promptly pay Design-Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design-Builder the amount withheld, or any adjustment thereto agreed to when Design-Builder remedies the reason for such action.

13.04 *Design-Builder's Warranty of Title*

A. Design-Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 *Substantial Completion*

A. When Design-Builder considers the Work ready for its intended use Design-Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design-Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design-Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design-Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before Final Acceptance. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design-Builder a written determination as to division of responsibilities pending Final Acceptance between Owner and Design-Builder with respect to security, operation, safety, protection of Construction, maintenance, utilities, insurance, and warranties and guarantees.

B. Owner will have the right to exclude Design-Builder from the Site after the date of Substantial Completion, but Owner will allow Design-Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design-Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design-Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design-Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design-Builder agrees that such part of the Work is substantially complete, Design-Builder and Owner will follow the procedures of Paragraph 13.05 for that part of the Construction.

2. Design-Builder at any time may notify Owner in writing that Design-Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner and Design-Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design-Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of Paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

13.07 *Final Inspection*

A. Upon written notice from Design-Builder that the entire Work is complete, Owner will make a final inspection with Design-Builder and will notify Design-Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design-Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 *Final Acceptance*

A. The conditions for Final Acceptance are:

1. All permits required under applicable Laws and/or Regulations and the Contract Documents to be obtained by Design-Builder which are necessary for the continued routine operation of the Project must be in full force and effect and certified copies of all such permits must have been delivered to Owner.

2. Other conditions will be addressed in the Guaranteed Maximum Price Amendment.

B. When Design-Builder determines that it has met the conditions for Final Acceptance, it shall furnish Owner with a certified statement (in a form acceptable to Owner) evidencing that Final Acceptance has been met. If Owner is satisfied that the conditions for Final Acceptance set forth in Paragraph 13.08.A above have been achieved, it will, within 21 days after receipt of Design-Builder's certification, give written notice to Design-Builder that it agrees that Final Acceptance has been achieved. Otherwise, Owner will indicate to Design-Builder in writing the reasons that it disagrees that Final Acceptance has been achieved, in which case Design-Builder shall make the necessary corrections and resubmit the certification.

13.09 *Final Payment*

A. Application for Payment.

1. After Design-Builder has achieved Final Acceptance to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence

of insurance, certificates of inspection, Record Documents and other documents, Design-Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B; (ii) original consent of the surety, if any, to final payment and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in Paragraph 13.09.A.2 and as approved by Owner, Design-Builder may furnish receipts or releases in full and an original contractor's affidavit and final release that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner might in any way be responsible, or which in any way might result in liens or other burdens on Owner's property, have been paid, or otherwise satisfied. If any Design Subconsultant, Subcontractor or Supplier fails to furnish such a release or receipt in full, Design-Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment:* If Owner is satisfied that the Work has been completed and Design-Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within 60 days after receipt of the final Application for Payment, give written notice to Design-Builder that it is ready to process final payment. Otherwise, Owner will return the Application to Design-Builder, indicating in writing the reasons for refusing to process final payment, in which case Design-Builder shall make the necessary corrections and resubmit the Application.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Design-Builder, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design-Builder's continuing obligations under the Contract Documents; and

2. A waiver of all claims by Design-Builder against Owner other than those previously made in writing and still unsettled.

Article 14 – Suspension of Work and Termination

14.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may 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 by notice in writing to Design-Builder which will fix the date on which Work will be resumed. Design-Builder shall resume the Work on the date so fixed. Design-Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Time(s), or both, directly attributable to any such suspension if Design-Builder makes a Claim therefor as provided in Article 9.

14.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design-Builder's persistent failure to perform the Work in accordance with the Contract Documents (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 under Paragraph 2.04.A as adjusted from time to time pursuant to Paragraph 6.05).

2. Design-Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design-Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, Owner may, after giving Design-Builder (and the surety, if any) seven days' written notice, terminate the services of Design-Builder, take possession of any completed Drawings and Specifications prepared by or for Design-Builder (subject to the indemnification provisions of Paragraph 3.05.A), exclude Design-Builder from the Site, and take possession of the Work and of all tools, appliances, equipment and machinery which have been purchased or provided for the performance of the Work using project funds, at the Site and all rental equipment including temporary pumps and generators and use the same to the full extent they could be used by Design-Builder (without liability to Design-Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design-Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design-Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design-Builder. If such costs, losses, and damages exceed such unpaid balance, Design-Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Despite Paragraph 14.02.B, Owner will not terminate Design-Builder's services if Design-

Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

D. Where Design-Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design-Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design-Builder by Owner will not release Design-Builder from liability.

E. Despite the notice periods provided in this Paragraph 14.02, in the event of an emergency, Owner will have the right to immediately, and without notice to Design-Builder, take over and protect the Site by whatever means it deems appropriate. Owner will endeavor to provide Design-Builder notice of such action within 24 hours after its occurrence.

14.03 *Owner May Terminate for Convenience*

A. Owner may, without prejudice to any other right or remedy, terminate this Contract in whole or in part at any time for its convenience by giving Design-Builder seven days written notice. Owner will have the right, in that event, to take over any or all of Design-Builder's materials (whether stored on or off site), supplies, equipment to be installed, Design Subagreements, Construction Subagreements, and purchase orders, or other obligations to complete the Work and Design-Builder shall assign them to Owner upon Owner's request. Design-Builder shall proceed to complete any part of the Work, as directed by Owner, and shall settle all its claims and obligations under the Contract.

B. In any such termination for the convenience of Owner, Design-Builder shall be paid for work completed in accordance with the Contract Documents prior to receipt of the notice of termination reasonable demobilization costs, and for termination settlement costs (such as termination of subcontracts) that relate to commitments which had become firm prior to the termination including material and equipment purchase orders. Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination. Design-Builder shall justify its claims as requested by Owner with thorough, accurate records and data.

C. Despite the provisions of Paragraphs 14.03.A and 14.04.B above, if Owner elects to terminate this Contract under Paragraph 8.5 of the Agreement as a result of the failure of the Parties to reach an agreement on the Guaranteed Maximum Price Proposal, then the following shall apply:

1. Owner’s termination will be effective upon Design-Builder’s receipt of notice from Owner, provided, however, that Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Design-Builder to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project documents in orderly files.

2. Design-Builder’s sole and exclusive relief for such termination shall be limited to

the monies due under Exhibit 4.1 to the Agreement for completed Phase One Services, and Design-Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

3. Upon terminating Design-Builder, Owner will have the right to use the Work Product to complete the Project on a design-build, design-bid-build, or any other basis, with any entity of its choosing.

14.04 *Design-Builder May Suspend or Terminate for Cause*

A. If Owner fails to pay undisputed amounts owed to Design-Builder within 45 days of the date such payment is due under the Agreement, Design-Builder has the following remedies:

1. Design-Builder is entitled to suspend the Work within five days of delivering a written notice to Owner that Design-Builder will suspend the Work as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, it shall be entitled to proceed in accordance with the remedies set forth in Article 15.

2. Design-Builder is entitled to terminate this Agreement if a suspension for Owner's nonpayment continues for more than 90 consecutive days. The termination shall become effective if, after such 90-day period, Owner fails to cure the nonpayment within 20 days of its receipt of a notice from Design-Builder that it intends to terminate the Agreement as a result of Owner's failure to pay undisputed amounts due. If Design-Builder does terminate the Agreement, such termination shall be treated as if Owner had terminated the whole of the Work in accordance with Paragraph 14.03.A above.

B. If Design-Builder elects to suspend the Work as a result of Owner's failure to act under the circumstances described in Paragraph 8.6 of the Agreement, Design-Builder shall provide Owner with 10 days advance written notice of its intent to suspend the Work. If Owner has not taken action under Paragraph 8.5 of the Agreement within such 10-day period, and Design-Builder does suspend the Work and claims that the suspension has affected the cost or time of performance, Design-Builder may proceed in accordance with the remedies set forth in Article 15.

C. Other than as specifically set forth in Paragraphs 14.04.A and 14.04.B above, Design-Builder has no rights to suspend or terminate this Agreement for any reason and is obligated to continue performing in a diligent manner and without delay.

Article 15 – Claims and Dispute Resolution

15.01 *General*

A. Claims and disputes under the Contract include disagreements, claims, counterclaims, matters in question, and differences of opinion between Owner and Design-Builder,

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.

B. The procedures specified herein shall be the sole and exclusive procedures for the resolution of disputes between Owner and Design-Builder arising out of or relating to this Contract. The Parties will participate in good faith in the procedures specified in this Article 15.

C. All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in this Article 15 are pending. The Parties will take such action, if any, required to effectuate such tolling.

D. 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 Design-Builder for negotiation and resolution as described below.

E. At all times during the course of any process under this Article 15, Design-Builder shall continue with the Work as directed, in a diligent manner and without delay, shall conform to Owner's decisions or orders.

15.02 *Notice*

A. ***Notice***: Design-Builder shall deliver written notice to Owner regarding each claim, dispute, or other matter as follows.
   1. The notice must state the general nature of the matter.
   2. Design-Builder shall deliver the notice immediately, but in no event later than 10 days after the start of the event giving rise to the matter.
   3. Design-Builder 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 Design-Builder to submit additional or more accurate data in support of such claim, dispute, or other matter.
   4. Design-Builder shall prepare its claim for an adjustment in Contract Price in accordance with Paragraph 11.01 and shall prepare any claim for an adjustment in Contract Time(s) in accordance with Paragraph 11.02.
   5. Along with its claim Design-Builder shall provide a written statement that the adjustment claimed is the entire adjustment to which Design-Builder believes it is entitled as a result of said event.
   6. In its claim Design-Builder must provide justification for each line item of Design-Builder's claim including but not limited to specifying the section of the terms and conditions which provides an entitlement to the claim.

B. ***Owner's Decision***: Owner will render a formal decision in writing within 60 days after receipt of the last submittal of Design-Builder, if any. Owner's written decision on such claim, dispute, or other matter will be final and binding upon Owner and Design-Builder unless Design-Builder takes an appeal from Owner's decision within the time limits and in accordance with the dispute resolution procedures set forth in this Article 15. Owner may issue unilateral change orders as referenced in Paragraph 9.04.

15.03 *Step Negotiations*

A. Each party must give the other party written notice of any dispute not resolved in the normal course of business.

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 shall 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.

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 shall 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.

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.

4. To the extent allowed by law, all negotiations, settlement agreements and other written documentation under this Paragraph 15.03 are confidential and will be treated as compromise and settlement negotiations for purposes of the federal rules of evidence and Florida rules of evidence.

15.04 *Mediation*

A. If the dispute has not been resolved by the negotiation as provided in Paragraph 15.03 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.

1. The proceeding will be conducted at Owner's headquarters.

2. Owner shall provide a list of at least three mediators from which Design-Builder shall choose. If the parties cannot agree on a mediator within five 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 five 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 five days.

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.

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.

15.05 *Litigation*

A. If the dispute has not been resolved by negotiation or mediation as provided in Paragraphs 15.03 and 15.04 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 15, and the other has failed to participate, the requesting party may initiate litigation before expiration of the 60 day period.

B. All actions or proceedings arising in connection with the Contract shall 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. Design-Builder 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.

C. 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.

15.06 *Auditing of Claims*

A. All claims filed by Design-Builder 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 shall include the records of Design-Builder and its Design Subconsultants, Subcontractors and Suppliers. The audit may begin on 10 days' notice to Design-Builder, Design Subconsultants, Subcontractors, or Suppliers. Design-Builder shall cooperate and shall 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.

15.07 *Costs for Dispute Resolution*

A. 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 15. 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.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 5

Work Order for Phase 1B Construction Manager-at-Risk Services

---

Presenter - **Mike Knowles,** PE Engineering & Projects Sr. Manager

Recommended Action - **Motion** to approve the Phase 1 Preconstruction Services Package 1B Services in the amount of $680,966 with Archer Western Contractors, LLC, (CMAR) 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 new water demands is the Surface Water Supply Expansion Project (SWSEP), which consists of the Peace River Regional Reservoir No. 3 (PR3) Project and the PRF Expansion Project. The PR3 Project includes a new 9-billion-gallon reservoir, a new 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 I Preconstruction Services (Package 1A) Scope provided the Authority with constructability reviews, value engineering evaluations, risk reviews, and schedule estimates for the PR3 Project through the 30% design milestone. In addition, the CMAR developed conceptual cost estimates for the 30% designs of the PRF Expansion Project and the Brackish Groundwater Reverse Osmosis (BWRO) project, as well as a 30% cost model for the PR3 Project Components.

The Phase I Preconstruction Services (Package 1B) Scope continues the preconstruction services and includes design coordination through Value Engineering, Constructability, Risk, Schedule, and Cost Workshops in collaboration with the Authority and Designer. The CMAR will provide ongoing assessments of market conditions at each design milestone, 60%, 90%, and 100% submittals, and will prepare, review, and submit cost models, respectively. The CMAR will prepare and submit a Phase II Guaranteed Maximum Price (GMP) for the work contained in the construction phase of the project. The CMAR Fee for the Phase I Preconstruction Services (Package 1B) Scope is $680,966. The schedule for delivery of the Package 1B Services is approximately 9 months through March 2025, with delivery of the Phase II GMP by March 14th, 2025.

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 Phase I Preconstruction Services (Package 1B)

TAB A
Presentation Materials

Work Order for Phase 1B Construction Manager-at-Risk Services

Regular Item 5

June 5, 2024

Peace River Manasota Regional Water Supply Authority

1

Agenda

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

Peace River Manasota Regional Water Supply Authority

2

Agenda

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

Peace River Manasota Regional Water Supply Authority

3

PR3 Project Update

Preliminary Design (Complete)

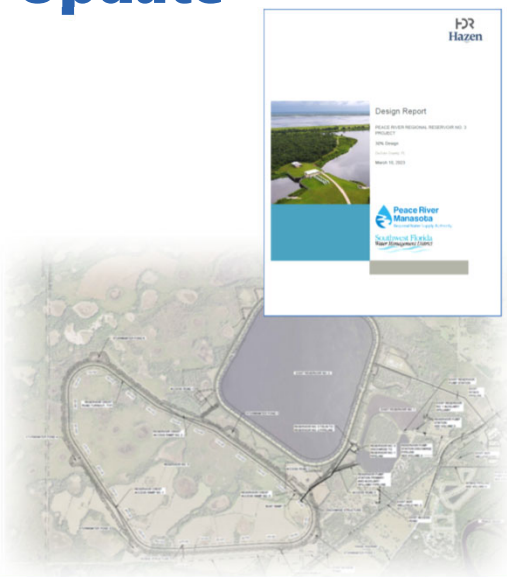
- 30% Design Documents
  - ☑ Basis of Design Report
  - ☑ Design Volumes I – IV for Project Components
  - ☑ Cost Estimate
- Third Party Review (Complete)
- Submittal of ERP Application (9/2023)

Final Design (10/4/2023)

- Design Documents
  - ☐ 60% - 90% & Final Design Documents
- Permitting

CMAR (12/5/2023)

- Preconstruction Phase Services
  - ☑ Package 1A – Cost Estimates & VE Reviews
  - ☐ Package 1B – Design Collaboration & GMP



Peace River Manasota Regional Water Supply Authority

4

Agenda

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

Peace River Manasota Regional Water Supply Authority

5

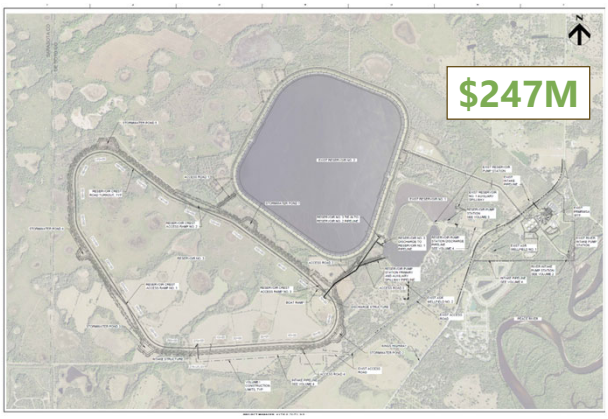
PR3 Procurement Strategy

Construction Management at Risk

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

$111M

Design-Bid-Build



Peace River Manasota Regional Water Supply Authority

6

Agenda

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

Peace River Manasota Regional Water Supply Authority

7

CMAR Package 1B Scope and Fee

Scope of Services

- Task 1 - Project Management
  - ✓ Administration
  - ✓ Progress Meetings
  - ✓ Risk Management Plan
  - ✓ QA/QC Plans and Safety
- Task 2 - Workshops
  - ✓ Value Engineering
  - ✓ Constructability
  - ✓ Risk & Schedule
  - ✓ Cost Reviews & Assumptions
- Task 3 – Scheduling
  - ✓ Resource Loading
- Task 4 – GMP Development
  - ✓ 60% Design Cost Model
  - ✓ 90% Design Cost Model
  - ✓ GMP
  - ✓ PR3
- Task 5 – Kings Highway Crossing
  - ✓ Design & Constructability of Open Cut Crossing
- Task 6 – Reservoir Qualification Assistance
- Task 7 – ODP/Early Package Development
  - ✓ Identification of Owner Direct Purchase of Long Lead Items

Peace River Manasota Regional Water Supply Authority

8

CMAR Package 1B Fee

TASK	COMPONENT	FEE
1	Project Management	$ 145,180
2	Workshops	$ 89,810
3	Schedule Development	$ 64,770
4	GMP Development	$ 257,570
5	Kings Highway Crossing	$ 58,980
6	Reservoir Qualifications Assistance	$ 15,920
7	ODP/Early Package Development	$ 41,660
	Contractor Liability	$7,076
		$ 680,966

Peace River Manasota Regional Water Supply Authority

9

Agenda

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

Peace River Manasota Regional Water Supply Authority

10

Funding Opportunities

Phase	Resilient Florida Program	SWFWMD Cooperative Funding		State Approp. FY24	FDEP (AWS)	Total Grant Funding	Estimated Cost	Customer Share
	FY24	FY24	Future					
Final Design	$7.5M	$1M				$8.5M	$8.5M	$0
CMAR 1st Package ECI	-	$3M				$3M	$3M	$0
CMAR Construction		$11M	$50M	$10M		$71M	$111M	$40M
Reservoir Construction	-	-	$50.7M		$10M	$60.7M	$247M	$186.3M
						$143.2M	**$369.5M***	**$226.3M**

*Does not include mitigation/land/legal costs

Peace River Manasota Regional Water Supply Authority

11

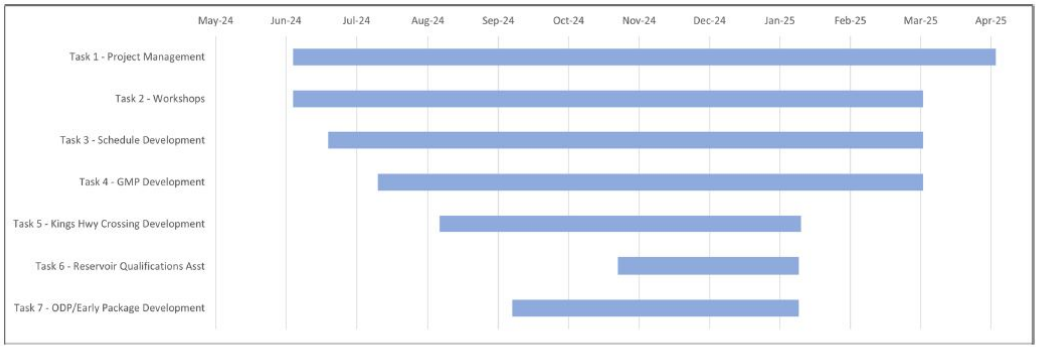
Agenda

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

Peace River Manasota Regional Water Supply Authority

12

CMAR Package 1B Schedule

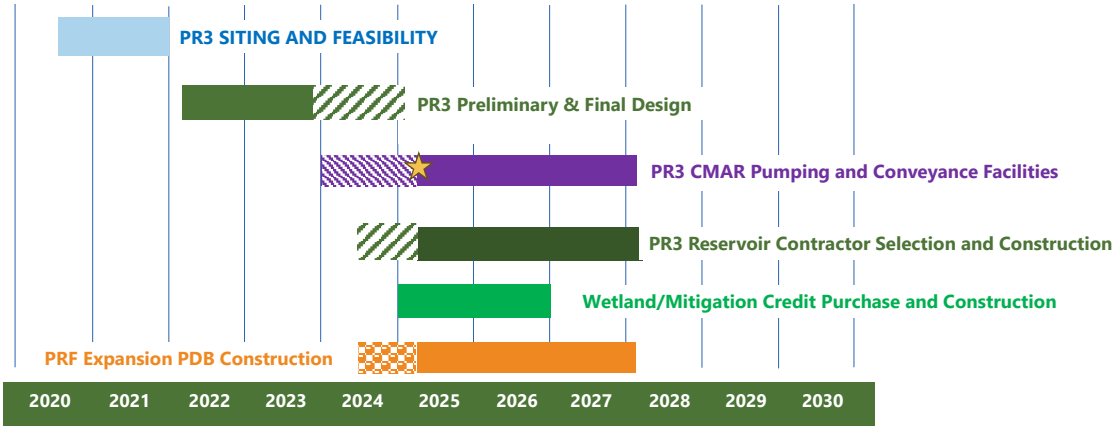


Key Milestones	
60% Price Model Complete	10/7/2024
GMP Development Complete	3/7/2025
April Board Meeting Delverables Due	3/10/2025
GMP Approval	4/2/2025

Peace River Manasota Regional Water Supply Authority

13

SWSEP Project Schedule



- PR3 Pumping and Conveyance Piping – GMP and Construction April 2025 ★
- PR3 Reservoir – Contractor Bid and Construction Begin April 2025. Filling by summer 2027
- PRF Expansion – PDB Selection in June and GMP and Construction April 2025

Peace River Manasota Regional Water Supply Authority

14

Motion - Approve the Phase 1 Preconstruction Services Package 1B Services in the amount of $680,966 with Archer Western Contractors, LLC, (CMAR) to provide Preconstruction Services for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities Project.

Peace River Manasota Regional Water Supply Authority

15

Work Order for Phase 1B Construction Manager-at-Risk Services

Regular Item 5

June 5, 2024

Peace River Manasota Regional Water Supply Authority

16

TAB B
Construction Agreement Between the Authority and CMAR

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, which ever 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

[The remainder of this page is intentionally blank]

dates set forth below.

Witnesses:

Signature

Laura Reich
Print name

Executive Assistant
Print title

1/18/2024
Date

Signature

Hilda Rodriguez
Print name

Executive Assistant
Print title

January 18th, 2024
Date

CMAR:

Archer Western Construction, LLC
Firm Name

Signature

Daniel P. Walsh
Print name

President
Print title

1/19/2024
Date

Attest:

Signature

Rachel Kersten
Print name

Agency Clerk
Print title

01/29/2024
Date

Approved as to Form:

General Counsel

Peace River Manasota Regional Water Supply Authority:

Signature

Mike Coates
Print name

Executive Director
Print title

01-29-2024
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 A – Preconstruction Scope of Services and Schedule
Construction Manager at Risk
Preconstruction Package 1A Services
PR3 Pumping and Conveyance
Peace River Manasota Regional Water Authority
Arcadia, Florida

GENERAL DESCRIPTON

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 preconstruction phase, 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 deferments

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 services provided by the A/E firms and Authority's operation 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

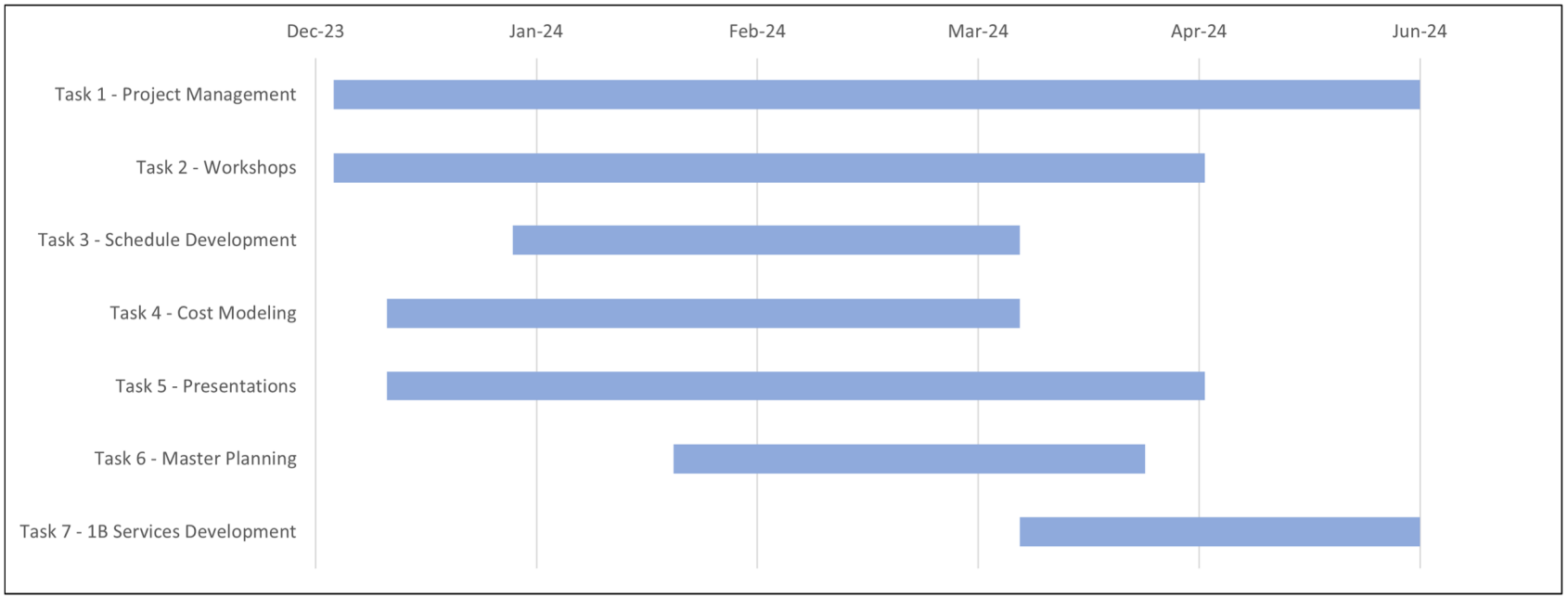
The CMAR will be paid on a Lump Sum basis pursuant to the fee schedule and rates set forth in Exhibit D – Phase 1 Preconstruction Services Hourly Rate Schedule – Package 1A, provided that the amount of such payment shall not exceed the amount set forth in D.

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

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 Delverables Due	3/11/2024
PRWA Board Meeting	4/3/2024
Package 1B Approval	6/5/2024

December 6, 2023

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 programing 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 overages 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 appliable regulations adopted pursuant to BABA or submit and obtain waivers.

TAB C
Scope of Services and Fee for Phase I Preconstruction Services (Package 1B)

Exhibit A – Preconstruction Scope of Services and Schedule
Construction Manager at Risk
Preconstruction Package 1B Services
PR3 Pumping and Conveyance
Peace River Manasota Regional Water Authority
Arcadia, Florida

GENERAL DESCRIPTON

The Scope of Services sets forth the services, activities and responsibilities that will be performed by Archer Western Construction, LLC, the Construction Manager at Risk Team (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, development, and progress of the design and construction processes.

The CMAR shall provide the following preconstruction package 1B 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 EOR 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 EOR 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 EOR 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/Progress Meetings - For the duration of the preconstruction phase, estimated at Twelve (12) months, the CMAR will attend coordination meetings with the Authority and EOR firm on an as needed basis but estimated to be monthly.

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 packages/scopes of work and will be continuously evaluated as the design progresses. Throughout the review process, an action and decision log will be used and will help identify impacts to the schedule and budget. Package 1A Risk Register will be starting point and further defined as pre-construction phase progresses.

1.4 QUALITY & SAFETY MANAGEMENT

The CMAR shall provide detailed plans for both safety and quality that will be utilized during the Construction Services Phase of the Project.

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 EOR firm. This includes hard copy documents available onsite, and any electronic documents made available by the Authority and EOR firm (meeting minutes, survey, drawings, borings, as-builts). This review will inform the CMAR on project aspects that may need to be discussed, vetted or clarified during progress/coordination meetings and workshops.

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 the following individual or combined focus areas:

2.2 VALUE ENGINEERING WORKSHOPS

The CMAR shall review with the EOR 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.

2.3 CONSTRUCTABILITY WORKSHOPS

The CMAR shall review the EOR 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.

2.4 RISK WORKSHOPS

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.

2.5 SCHEDULE WORKSHOPS

The CMAR shall hold workshops to review the detailed schedule and discuss any opportunities and deficiencies in adhering to the schedule.

2.6 COST WORKSHOPS

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. Cost workshops are anticipated to include the following:

- General Approach/Assumptions to Cost Model (for example, Shared Cost Savings vs Cost Plus vs Lump Sum w/Contingency)
- 60% Cost Model deliverable
- Kings Highway Crossing Pricing Options
- 90% Cost Model deliverable
- GMP Cost Model deliverable

2.7 ADDITIONAL EVALUATIONS

The CMAR shall conduct additional evaluations and supporting workshops as needed by the Authority to support the Project. Such additional evaluations may include but not be limited to:

- Additional Value Engineering, Constructability, Risk, Schedule and Cost Evaluations
- Sequencing and Phasing Evaluations
- Evaluation of Early Packages such as Site Preparations and Field Offices/Water Resources Facilities

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 EOR. 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 COST AND RESOURCE LOADING

The CMAR will provide a final schedule submittal to be incorporated into the GMP package which will include cost and resource loading to assist in the long-term planning for the Authority and CMAR Construction Team.

TASK 4 – GMP DEVELOPMENT

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 material requirements, if funding applies
- Prioritizing any long lead items that may impact the schedule
- General and specialized labor availability
- Apprentice, Minority and/or 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 60% DESIGN COST MODELING

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, EOR 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
- Detailed breakdown of self-perform scope
- General Conditions
- CMAR Fee (shall be applied to Cost of work and General Conditions)
- Insurance
- Bonds
- Project Contingency
- Alternative pricing options for scope deferments

- 60% Update Pricing of Reservoir Conceptual Estimate provided as deliverable with Package 1A.

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.

4.3 90% DESIGN COST MODELING

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, EOR 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
- Detailed breakdown of self-perform scope
- Budgetary market pricing
- General Conditions
- CMAR Fee (shall be applied to Cost of work and General Conditions)
- Insurance
- Bonds
- Project Contingency based on identified project risks and opportunities
- Value Engineering adjustments
- 90% Update Pricing of Reservoir Conceptual Estimate provided as deliverable with Package 1A.

4.4 Guaranteed Maximum Price (GMP)

The CMAR shall prepare, review and submit a Guaranteed Maximum Price (GMP) for the work contained in the construction phase of the Project. The GMP will include assumptions, clarifications, pricing breakdown, reference documents, vendor solicitations, competitive market pricing and other items requested by the Authority. The CMAR, EOR firm and the Authority will hold a meeting to review this submission in detail. The CMAR will subsequently address comments until approved by the Authority.

The GMP shall consist of:

- Cost of work in itemized detail
- Detailed Breakdown of Self-Perform Scope
- Competitive Market Pricing and Recommendations for Sub and Supplier Packages
- General Conditions

- CMAR Fee (shall be applied to Cost of work and General Conditions)
- Insurance
- Bonds
- Project Contingency based on identified project risks and opportunities
- Assumptions and Clarifications Utilized in drafting of the GMP
- Detailed Project Schedule
- Detailed Project Risk Register
- Detailed Project VE Log
- Detailed Project Execution Plan
- IFC Update Pricing of Reservoir Conceptual Estimate provided as deliverable with Package 1A.

TASK 5 – KINGS HIGHWAY CROSSING

5.1 SCOPE DEVELOPMENT AND DESIGN ASSISTANCE

The CMAR will support the Authority by working with the Authority's EOR to complete the design for the open-cut Kings Highway Crossing. It is anticipated our work will include:

- Conceptual layout of crossings
- Workshops to evaluate design/constructability of crossing while maintaining traffic
- Participation in meetings with Authority/EOR and County to meet County requirements for Crossing
- Site Investigation to verify design and layout
- Work with Authority/EOR to define required permits and understand pathway to receive permits

TASK 6 – RESERVOIR QUALIFICATIONS ASSISTANCE

6.1 QUALIFICATIONS/REVIEW AND ADVISING

The CMAR will support the Authority and EOR as needed to review and advise on qualifications for prospective Reservoir Contractors proposing on the PR3 Reservoir. In addition, the CMAR will support the Authority as needed to review and advise on submitted responses to the qualifications requested as part of the Solicitation for the PR3 Reservoir.

TASK 7 – ODP/EARLY PACKAGE DEVELOPMENT

7.1 ODP/EARLY PACKAGE BREAKOUTS

The CMAR will identify and develop ODP and Early Packages as requested by the Authority to support the Project. It is anticipated this work will include the following:

- Identify ODP and Early Packages during the 60% Cost Model Phase
- Coordinate with Authority and EOR to define packages for ODP and Early Procurement
- Solicit ODP and Early Procurement Packages during the 90% Cost Model Phase
- Assist the Authority with drafting of ODP agreements

- Coordinate with selected subcontractors and suppliers related to identified packages to support the Project.

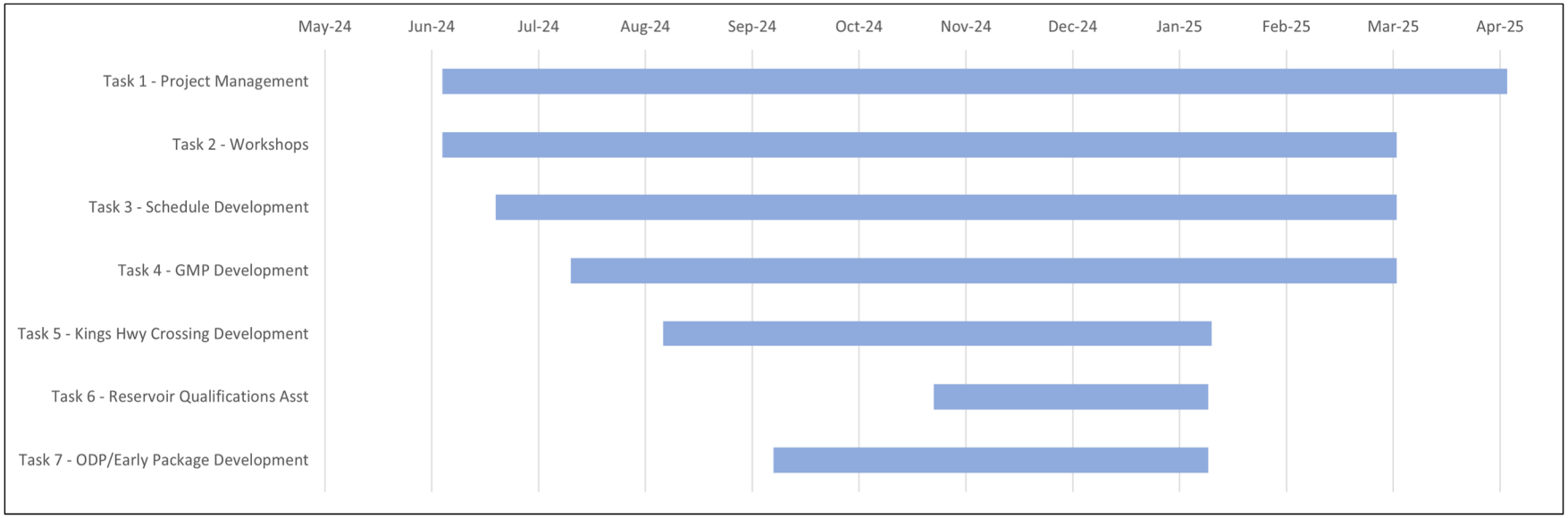
PAYMENT

The CMAR will be paid on a Lump Sum basis pursuant to the fee schedule and rates set forth in Exhibit D – Phase 1 Preconstruction Services Hourly Rate Schedule – Package 1B, provided that the amount of such payment shall not exceed the amount set forth in Exhibit D.

DELIVERABLES

- Data evaluation and reports
- Complete cost and resource loaded CPM construction schedule in a format acceptable to Authority.
- Anticipated project spend chart provided with each cost model depicting anticipated monthly spend for duration of project.
- 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
- Progress Meeting Minutes
- Project Execution Plan
- Guaranteed Maximum Price (GMP) submission
- Reservoir qualifications assistance
- Reservoir pricing updates at 60/90/IFC Design Milestones
- Assistance with ODP and Early Package agreements and;
- Develop Scope for Kings Highway Crossing

Preconstruction Services Task Schedule
Construction Manager at Risk
PR3 Pumping and Conveyance – Package 1B
Peace River Water Authority



Key Milestones	
60% Price Model Complete	10/7/2024
GMP Development Complete	3/7/2025
April Board Meeting Delverables Due	3/10/2025
GMP Approval	4/2/2025

Project Name Peace River Water Authority - PR3 Pumping and Converyance - 1B Services

Respondent Name Archer Western Construction, LLC

Staff Labor Category	Project Director	Precon Manager	Construction Manager	Value Engineering	Assistant Precon Manager	Lead Scheduler	Lead Estimator	Estimating Staff	PS Project Manager	Pipeline PM	Virtual Construction Engineer	Technical Support	Administrative Support	LABOR	EXPENSES	ALLOWANCES	SUBTOTAL
Preconstruction Key Personnel	Bob Bruner	Matt Tracy	Vernon Perdue	Greg Dills	Austin Alexander	John Harrington	Kyle Hislop	Evans/ Will/ Strovinskas	Justin Hale	JD Gillespie	Brent Bieske	Amy Fisher	Colleen Sage				
Hourly Billing Rate	$225.00	$185.00	$190.00	$195.00	$160.00	$155.00	$155.00	$145.00	$155.00	$155.00	$155.00	$115.00	$65.00				
	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS				
Summary																	
Task 1 - Project Management	34	166	82	0	84	46	58	96	80	80	8	0	288	$142,180.00	$3,000.00	N/A	$145,180.00
Task 2 - Workshops	12	34	44	20	34	20	36	20	24	24	20	0	0	$48,810.00	$41,000.00		$89,810.00
Task 3 - Schedule Development	0	28	32	0	0	256	0	0	32	32	8	8	0	$63,020.00	$1,750.00		$64,770.00
Task 4 - GMP Development	28	140	60	44	92	0	380	712	36	36	56	56	0	$255,320.00	$2,250.00		$257,570.00
Task 5 - Kings Hwy Crossing Development	0	36	8	0	72	88	24	40	40	40	24	0	0	$58,980.00	$0.00		$58,980.00
Task 6 - Reservoir Qualifications Assistance	24	32	4	0	24	0	0	0	0	0	0	0	0	$15,920.00	$0.00		$15,920.00
Task 7 - ODP/Early Package Development	4	44	12	0	44	16	24	32	32	32	0	0	16	$40,160.00	$1,500.00		$41,660.00
Subtotal Hours	102	480	242	64	350	426	522	900	244	244	116	64	304	4,058			
Subtotal Cost	$22,950.00	$88,800.00	$45,980.00	$12,480.00	$56,000.00	$66,030.00	$80,910.00	$130,500.00	$37,820.00	$37,820.00	$17,980.00	$7,360.00	$19,760.00	$624,390.00	$49,500.00	#REF!	$673,890.00
General Liability @ $1.05/1000															$7,075.85		$7,075.85
Payment & Performance Bond (Not required)															$0.00		
															$0.00		

1B Services	**$680,965.85**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 6

Professional Services Contract and Work Order No. 1 for Partially Treated Surface Water Aquifer Storage and Recovery Project

---

Presenter - Jim Guida, P.G., Director, Water Resources & Planning

Recommended Action - Motion to approve Professional Services Contract with AECOM Technical Services, Inc. for the Partially Treated Surface Water Aquifer Storage and Recovery Project and Authorize the Executive Director to Execute Work Order No. 1 under that Contract for Phase I Feasibility Analysis Services in an amount not to exceed $995,888.

The Authority recently received an Underground Injection Control (UIC) permit from the Florida Department of Environmental Protection (FDEP) that would allow use of Partially Treated Surface Water (PTSW) rather than fully treated drinking water for Aquifer Storage and Recovery (ASR) provided that a rigid set of water quality conditions can be met at the ASR wellheads and in the aquifer. Ascertaining whether PTSW ASR is a viable alternative under these permit conditions requires preliminary design of facilities and pilot testing of the partial treatment process.

Request for professional services for this work was advertised in February 2024. One Statement of Qualifications was received (from AECOM Technical Services, Inc.) and evaluated by the professional services evaluation committee. At the April 2024 Authority Board meeting, staff received authorization for the Executive Director to negotiate a contract, scope and fee with AECOM for Engineering Design and associated professional services for the PTSW ASR Project. Draft contract, scope and fee is presented for Board consideration. Funds for this portion (Phase 1) of the project are derived entirely from a $1.0M FDEP grant.

Budget Action: No action needed.

Attachments:
Tab A Presentation Materials
Tab B Professional Services Contract & Work Order No. 1 Scope of Services

TAB A
Presentation Materials

Professional Services Contract and Work Order No. 1 for Partially Treated Surface Water Aquifer Storage and Recovery Project

Regular Item 6
June 5, 2024

Peace River Manasota Regional Water Supply Authority

1

PTSW ASR - Project Background

- **Largest Aquifer Storage & Recovery System in Eastern U.S.**
- **ASR Wells: Underground Storage of Supply**
  - **Inject: Wetter Periods**
  - **Recover: Drier Periods**
- **Currently:**
  - **Injection: Fully Treat Drinking Water**
  - **Public Distribution: Fully Treated Again**
  - **Very Expensive to Fully Treat Twice**

Florida Department of Environmental Protection

Peace River Manasota Regional Water Supply Authority

Peace River Manasota Regional Water Supply Authority

2

PTSW ASR - Project Background

➢ **Proposed Change:**

- **Partially Treat:** **Prior to Injection**
  - ✓ **Filtration / Disinfection**
- **Fully Treat Once:** **Prior to Public Distribution**
  - ✓ **Decreased Operational Costs are Anticipated**

Peace River Manasota Regional Water Supply Authority

PTSW ASR - Project Background

➢ **ASR System: FDEP UIC Permit (9/23)**

- **Authorizes Both Fully Treated and PTSW ASR**
  - ✓ **Requires Design and Testing of PTSW**
  - ✓ **Demonstrate Compliance With Permit**
- **PTSW ASR Project (Phase 1) Intended to Confirm:**
  - ✓ **Feasibility of Permit Compliance**
  - ✓ **Economic Feasibility – Cost Savings**
- **Funds: All from FDEP Grant ($1M)**

Peace River Manasota Regional Water Supply Authority

PTSW ASR Project

CONSULTANT CONTRACT MILESTONES

Milestone	Date
UIC Permit Renewal	September 18, 2023
Advertised for Consultant SOQ	January 5, 2024
SOQ's Submittals Received	February 9, 2024
PSEC Meeting to Shortlist	February 23, 2024
Board Selection of Top-Ranked Firm (AECOM)	April 3, 2024
Contract and Work Order No. 1 Authorization for Board Consideration	June 5, 2024

Peace River Manasota Regional Water Supply Authority

5

PTSW ASR Project

KEY COMPONENTS OF WORK ORDER NO. 1

KEY COMPONENT
Task 1 – Project and Quality Management
Task 2 –Data Collection
Task 3 - Pilot Testing and System Reliability Modeling
Task 4 – Preliminary Engineering

Peace River Manasota Regional Water Supply Authority

6

PTSW ASR Project

WORK ORDER NO. 1 - SCHEDULE AND BUDGET

KEY COMPONENT	SCHEDULE	BUDGET ($)
Task 1 – Project and Quality Management	6/24 - 4/25	$59,646
Task 2 –Data Collection	7/24 - 1/25	$18,962
Task 3 - Pilot Testing and System Reliability Modeling	7/24 - 1/25	$698,268
Task 4 – Preliminary Engineering	7/24 - 4/25	$219,012
Total	6/24 - 4/25	$995,888

Peace River Manasota Regional Water Supply Authority

7

PTSW ASR Project

STAFF RECOMMENDATION

Motion to Approve Professional Services Contract with AECOM Technical Services, Inc. for the Partially Treated Surface Water Aquifer Storage and Recovery Project and Authorize the Executive Director to Execute Work Order No. 1 under that Contract for Phase I Feasibility Analysis Services in an Amount Not-to-Exceed $995,888.

Peace River Manasota Regional Water Supply Authority

8

TAB B
Professional Services Contract & Work Order No. 1 Scope of Services

Agreement for Professional Services for the Partially Treated Surface Water ASR Project

This Agreement for Professional Services is made by and between Peace River Manasota Regional Water Supply Authority, an interlocal government agency of the State of Florida existing under Sections 163.01 and 373.713, Florida Statutes (the "Authority"), and _____ ("Consultant"), a corporation in the State of _____ authorized to do business in the State of Florida.

Background

A. The Authority desires to retain Consultant to execute and complete the project known as the Partially Treated Surface Water ASR Project as described in **Exhibit A**, Scope of Services ("Project").

B. The Authority has selected Consultant in accordance with the Request for Statement of Qualifications dated February 9, 2024, the Authority's procurement policy, and applicable Laws.

C. Consultant desires to provide the professional services required by the Authority as described in this Agreement.

Terms and Conditions

1. **Background, Exhibits, and Documents.** The background provided above and the following exhibits which are attached, are part of this Agreement. The Information Package and Consultant's submittals provided in response to the Request for Statements of Qualification for this Project are also part of this Agreement as well as any related Work Orders executed by the parties.

Exhibit A – Scope of Services and Compensation
Exhibit B – Consultant's response to the Request for Statement of Qualifications dated February 9, 2024.
Exhibit C – Authority Resolution 2018-01 Resolution Establishing Per Diem and Travel Expenses
Exhibit D – Consultant's Insurance Requirements
Exhibit E – Consultant's Certificate of Insurance

2. **Definitions**. The following terms used in this Agreement have the following meanings:

1.1. Agreement – This written document, as it may be amended from time to time and all incorporated documents.

1.2. Law – All laws, statutes, rules, regulations, ordinances, codes and/or orders applicable

to the Services.

1.3. Services – The services described in **Exhibit A**, as well as all obligations, duties and responsibilities required of Consultant under this Agreement. The term "Services" also includes all Additional Services which are subsequently authorized in writing by the Authority.

1.4. Additional Services – Subject to paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.

1.5. Subconsultant – All contractors, subcontractors, consultants, subconsultants, suppliers, experts and other entities retained by Consultant to perform or provide any portion of the Services required hereunder.

2. **Effective Date and Term**. This Agreement will become effective on the last date all the parties have executed it, as demonstrated by the date under the signatures on the signature page and will remain effective for _____ years unless it is sooner terminated in accordance with the procedures set forth in this Agreement.

3. **Compensation**. For the timely and proper performance of the Services, the Authority will pay Consultant the compensation set forth in **Exhibit A.** The Authority will reimburse Consultant for expenses (other than expenses which are included in lump sum payment items) consistent with Section 112.061, Florida Statutes and **Exhibit C**, provided Consultant submits appropriate documentation substantiating the expense and certifies that such claimed expense is true and correct as to every material matter. Consultant will honor a claim for refund by the Authority if the reimbursement is more than the limits imposed in Section 112.061, Florida Statutes.

4. **Consultant's Representations and Warranties.** Consultant represents and warrants to the Authority as follows:

4.1. **Conducting Business in Florida**. Consultant is duly authorized to conduct business in the State of Florida.

4.2. **Authority**. Consultant has the full power and authority to execute and deliver this Agreement and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary actions of the governing entity of Consultant.

4.3. **Accuracy of Response**. All information provided by Consultant in response to the Request for Statements of Qualifications for the Project was true and accurate when Consultant submitted it to the Authority and has not materially changed as of the Effective Date of this Agreement.

4.4. **Understanding of Agreement**. Consultant has familiarized itself with and understands

this Agreement, the Project, the Services, the Law, the site, and all local conditions that may affect Consultant's performance of this Agreement, including Consultant's compensation and the performance or furnishing of the Services.

4.5. Discrepancies. Consultant has reviewed all available information and data shown or indicated in this Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered and the Authority's written resolution thereof, if any, is acceptable to Consultant.

4.6. Expertise. Consultant has special expertise in the type of professional services to be provided under this Agreement and Consultant acknowledges that such representations were a material inducement to the Authority to enter into this Agreement with Consultant.

4.7. Valid Agreement. This Agreement is a valid, binding, and enforceable obligation of Consultant, and does not violate any law, rule, regulation, contract, or agreement otherwise enforceable by or against Consultant except as it may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the rights of creditors generally.

4.8. Scrutinized Companies. Consultant certifies that it is in compliance with section 287.135, Florida Statutes. The Authority may terminate this Agreement if Consultant is found to be out of compliance with this statute. Consultant certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors, or Scrutinized Companies that Boycott Israel, and (2) it is not engaged in business operations in Cuba or Syria. The Authority may terminate this Agreement if Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. The Authority may terminate this Agreement if Consultant is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been place on a list created pursuant to section 215.473, Florida Statutes relating to scrutinized active business operations in Iran. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes against anyone found to have submitted a false certification including civil penalties.

4.9. Public Entity Crimes. Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes and is not on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services. Consultant is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.

4.10. E-Verify. Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Consultant has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Consultant must require any

subcontractors to provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.

4.11. Truth-in Negotiation. Consultant's execution of this Agreement constitutes a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting as required by subsection 287.055(5)(a), Florida Statutes. Consultant will continuously comply with subsection 287.055(5)(a), Florida Statutes and will adjust the original contract price and any additions thereto to exclude any significant sums by which the Authority determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. The Authority will make all such contract adjustments within 1 year after the end of the Agreement.

4.12. No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Consultant breaches or violates this provision, the Authority has the right to terminate this Agreement without liability and, at its discretion, to deduct from Consultant's compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

5. Consultant's Responsibilities.

5.1. Performance of Services. Consultant shall perform the Services upon the terms and conditions set forth in this Agreement and upon any terms required under any government funding agreement. The Project may be completed through a series of Work Orders, all developed in accordance with this Agreement. If applicable, Consultant shall develop each Work Order, which will include the intended purpose, objectives, services needed in a task-level breakdown, schedule, deliverables, and estimated costs.

5.2. Standard of Performance. Consultant shall perform the Services in a timely and professional manner in accordance with applicable professional standards consistent with that level of care and skill ordinarily exercised by other competent professionals with expertise in the type of services required in this Agreement practicing under similar conditions at the same time and locality of the Project. Consultant has represented to the Authority that Consultant has expertise and experience in the type of services to be rendered hereunder and that such representation was a material inducement to the Authority to enter into this Agreement with Consultant.

5.3. **Changes**. Consultant shall immediately notify the Authority if anything changes regarding Consultant's representations and warranties contained in this Agreement.

5.4. **Resources**. Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

5.5. **Key Personnel**. Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the Authority. All key personnel will be available for the Project on a full-time basis, except as otherwise expressly approved in writing by the Authority. Such key personnel are as follows:

_____
_____

5.6. **Objectionable Employees**. If at any time during the term of this Agreement the Authority notifies Consultant in writing that any of Consultant's employees or the employees of any Subconsultant are objectionable to the Authority, Consultant shall remove or have the Subconsultant remove the objectionable employee from the Project and not reemploy the objectionable employee on any portion of the Services.

5.7. **Consultant's Representative**. Consultant will designate in writing a single representative with the authority to transmit instructions, receive information, interpret, and deliver Consultant's policy and decisions related to the Services and bind Consultant with respect to any matter arising out of or relating to this Agreement.

5.8. **Information Related to the Services**. Consultant shall obtain and review all information and data which relates to the Services or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Services, including, but not limited to, information and data related to the Project work of others under separate contracts, to the extent that such work may interface with the Services hereunder.

5.9. **Status Reports and Inspections.** Consultant shall routinely and continuously advise the Authority of the status of the Project, and the Services of Consultant. The Authority and its authorized representatives have the right to visit the site and Consultant's office at any reasonable time Consultant to inspect the Services or any of the drawings or documents of Consultant. Consultant shall maintain documents obtained or generated under this Agreement and make them available upon request by the Authority during the term of this Agreement and for three years after its termination. In addition to the documents and reports contemplated in **Exhibit A**, Consultant shall, at no cost to the Authority, deliver to the Authority copies of all other Project documents and or reports under Consultant's possession or control that the Authority may request from time to time.

5.10. **Coordination with Others.** Consultant shall cooperate with other engineers,

consultants, construction contractors and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and engineering and consulting services. Consultant shall review all information and attend all meetings as will be reasonably necessary to accomplish the coordination of those various projects, work, and engineering and consulting services, and eliminate any problems where the projects, work or services interface with the Project or Services.

5.11. Laws. Consultant shall secure all licenses or permits required by Law for the performance of the Services and shall comply with all Laws in effect at the time of the execution of this Agreement and the time of performance of the Services.

5.12. No Discrimination. Consultant shall comply with Title VII of the Civil Rights Act of 1964, as amended, and the Florida Civil Rights Act of 1992. Consultant will not discriminate in any form or manner against its employees or applicants for employment on the basis of race, color, national origin, religion, sex, age, handicap, or marital status. Further, Consultant shall comply with all applicable rules, regulations or executive orders promulgated to give effect to the Civil Rights Act of 1964, as amended.

5.13. Notice of Claims. Consultant shall immediately notify the Authority if it becomes aware of any circumstances which may reasonably give rise to any claim against the Authority for Services performed under or related to the Services performed under this Agreement.

5.14. No Conflicts of Interest. Consultant is not under contract and will not contract for or accept employment for the performance of any work or services with an individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Agreement.

6. Authority's Responsibilities.

6.1. Applications for Payment. The Authority will review and consider, in a reasonably prompt and thorough fashion, all applications for payments, reports, schedules, estimates, drawings, proposals or other documents presented to the Authority by Consultant and will inform Consultant of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant.

6.2. Authority's Representative. The Authority will designate in writing a single representative with authority to transmit instructions, receive information and interpret and deliver the Authority's policy and decisions pertinent to the Services.

6.3. Existing information. Upon Consultant's specific request, the Authority will cooperate in providing to Consultant, all existing and available studies, reports, surveys, and other information and data regarding the Project to the extent such items are in the Authority's possession and the Authority has actual knowledge of their existence and location. Despite any other provision of this Agreement, the Authority does not represent or warrant the accuracy or completeness of any such items, unless it is expressly noted in writing on such

item.

7. Change of Plan.

7.1. Authority's Right. The Authority has the absolute right to terminate, suspend, or amend the Services or the Project at any time and for any reason, and such action on its part will not be deemed a default or breach of this Agreement. Any such termination, suspension, or amendment will be in writing.

7.2. Remedies. If the Services or Project is entirely or partly suspended for one or more periods of time Consultant will have no claim for compensation for the suspended period(s). Upon resumption of the Services or Project, Consultant shall resume the Services until the Services are completed in accordance with this Agreement, and the time for completion of the Services which were suspended will be extended for the period of the suspension. If the cumulative total of such suspensions, excluding periods of suspension during the design phase, is 270 days or less, the extension of time will be Consultant's sole remedy. If the cumulative total of such suspensions is more than 270 days, Consultant's sole remedy will be to terminate this Agreement according to the provisions of paragraph 8.

8. Termination of Agreement.

8.1. Authority Termination for Convenience. The Authority has the right to terminate this Agreement, in whole or in part without cause upon written notice to Consultant. In such event, Consultant's sole and exclusive recovery against the Authority will be limited to that portion of Consultant's compensation earned to the date of termination, together with any costs reasonably incurred by Consultant that are directly attributable to the termination. The Consultant will not be entitled to any further recovery against the Authority, including, but not limited to, anticipated fees or profits on Services not required to be performed. The Authority in its sole discretion will determine that portion of the compensation earned for any incomplete Services based upon the ratio of such part of the Services completed relative to the entire Services. Termination without cause will be effective upon delivery of written notice to Consultant.

8.2. Authority Termination for Cause. The Authority will consider Consultant in material default of this Agreement and the Authority may terminate this Agreement, in whole or in part, for any of the following reasons: (a) failure to begin Services within the time specified in a Work Order, or (b) failure to timely and properly perform the Services required hereunder or as directed by the Authority, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors, or (d) failure to obey any Law, or (e) failure or refusal to allow public access to all public record documents or other materials made or received by Consultant in conjunction with this Agreement, unless exempt under Florida law, or (f) any other material breach of this Agreement. In any such event, the Authority may terminate this Agreement, in whole or in part, by giving Consultant written notice. In the event of any such termination for cause, the Authority

is not obligated to make any further payments to Consultant hereunder until such time as the Authority has determined all costs, expenses, losses and damages which the Authority may have incurred as a result of such default by Consultant, whereupon the Authority will be entitled to set off all costs, expenses, losses and damages so incurred by the Authority against any amounts due Consultant hereunder. Termination for cause will be effective upon 14 days written notice to Consultant.

8.3. Termination by Consultant. If the Authority violates any provision of this Agreement, and if the violation continues for 60 days after Consultant has delivered written notice of the violation, then Consultant may, without prejudice to any other right or remedy, terminate or cancel this Agreement by giving the Authority 14 days written notice of termination. In the event of any such termination by Consultant, Consultant's sole and exclusive remedies against the Authority will be limited to those set forth in paragraph 8.1 above.

8.4. Notice and Cure. Despite the provisions of paragraphs 8.2 and 8.3, this Agreement will not terminate for cause if the party receiving the notice begins, within seven days of receipt, to correct its failure and proceeds diligently to cure such failure within thirty 30 days of receipt of the notice; provided, however, that if and to the extent such cause for termination cannot reasonably be cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period may be further extended by the party that provided the notice.

8.5. Remedies if no Default. If, after termination of this Agreement as provided for in paragraph 8.2 above, it is determined for any reason that Consultant was not in default, or that its default was excusable or that the Authority otherwise was not entitled to the remedy against Consultant provided for in paragraph 8.2, then such termination for cause will be deemed to be a termination for convenience as described in paragraph 8.1 and Consultant's sole and exclusive rights and remedies against the Authority will be the same as and limited to those afforded Consultant under paragraph 8.1 above.

8.6. Delivery of material after termination. Within 10 days after any termination of this Agreement, Consultant shall deliver to the Authority all papers, drawings, models, and other material prepared by and for Consultant with respect to the Project and Services.

9. <u>Waiver</u>.

9.1. Acceptance of Final Payment. Consultant's acceptance of final payment constitutes a full waiver of all claims by Consultant against the Authority arising out of and relating to this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time it submits its invoice for final payment. Neither the acceptance of the Services nor any payment by the Authority will be deemed to be an acceptance of defective or incomplete Services or waiver of any of the Authority's rights against Consultant.

9.2. Non-enforcement. Non-enforcement of any provision of this Agreement by either party

will not constitute a waiver of that provision nor will it affect the enforceability of that provision or the remainder of this Agreement.

10. Additional Services.

10.1. Notice to Authority. If Consultant is of the opinion that any services the Authority directs it to perform are beyond the Scope of the Services under this Agreement, Consultant shall, within seven business days of such direction, notify the Authority in writing of its opinion. The Authority shall, within 10 business days after receipt of such notification, determine whether such service is beyond the scope of this Agreement and constitutes Additional Services. If the Authority determines that such service does constitute Additional Services, it will provide extra compensation to Consultant based upon the rates and terms provided in **Exhibit A**.

10.2. Project Schedule. If, in the opinion of the Authority, the progress of the Services during any period is substantially less than the amount which is necessary to meet the Project schedule, the Authority may require Consultant to take whatever action is necessary, in the opinion of the Authority, to put the Services back on schedule. Such action will not constitute Additional Services unless the delays were caused by circumstances beyond the control and fault of Consultant or its agents, employees and Subconsultants.

10.3. Claims against the Authority. In the event of claims by others against the Authority in connection with the Project or the Services, Consultant shall provide the Authority such technical assistance that the Authority may request. Such assistance shall constitute Additional Services, unless such claims are caused by the failure of Consultant, its agents, employees or Subconsultants to comply with the terms and conditions of this Agreement or otherwise perform their duties under this Agreement.

10.4. Delays more than and less than 30 days. Subject to the provisions of paragraph 10.2 above, Consultant will not make any charges or claims for damages for any delays or hindrances of less than 30 days from any cause whatsoever during the progress of any portion of the Services. The Authority may compensate such delays or hindrances of less than 30 days by an extension of time as the Authority may decide. However, any such extension will not operate as a waiver of any other rights of the Authority. The Authority will consider delays or hindrances that exceed 30 days and will determine whether any additional services are needed from Consultant unless such delays or hindrances were caused in whole or in part by Consultant, its employees, agents, or Subconsultants or because of a suspension of the Project or Services entirely or partly by the Authority. This paragraph does not apply to suspensions of the Project or Services by the Authority, which suspensions will be governed by paragraph 7.

10.5. Audit. If the Authority requires Consultant to provide it with an audit of its Project costs, such audit will not be considered Additional Services.

11. Assignment and Subconsultants. Consultant must not sublet, assign, or transfer this

Agreement or any Services without the prior written consent of the Authority, which consent may be withheld in the Authority's sole discretion. Consultant will be solely responsible for the employment, direction, supervision, compensation, and control of any and all Subconsultants. Consultant shall cause all Subconsultants to abide by the terms and conditions of this Agreement and all Laws. All agreements between Consultant and Subconsultants will be in writing, with a copy of such agreements to be provided to the Authority upon its request for same.

12. **Indemnification.** Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement. This provision is consistent with Section 725.08, Florida Statutes.

13. **Consultant's Insurance Requirements.** Consultant must maintain during the entire term of this Agreement, insurance in the kinds and amounts provided in **Exhibit D** with a company or companies authorized to do business in the State of Florida. Consultant must not commence work under this Agreement until the Authority has received acceptable certificates of insurance showing evidence of such coverage. The amounts and types of insurance must be appropriate for the services being performed by the Consultant and its employees and agents and must conform to the minimum requirements of this paragraph. Consultant's Certificates of Insurance are attached as **Exhibit E.**

14. **Project Documents and Data.**

14.1. One (1) copy of all technical data and working papers regarding the Services, whether existing in the office of the Authority or in the office of Consultant, will be made available to the other party to this Agreement without expense to such other party. Additional copies will be made available at the expense of the requesting party.

14.2. All Project documents, tracings, plans, specifications, maps, evaluations, reports, technical data, and computer application code, other than working papers prepared or obtained under this Agreement, are the property of the Authority without restriction or limitation of use, and must be made available, upon request, to the Authority at any reasonable time. Consultant, at its own expense, may retain copies thereof for its files and internal use. Any use by the Authority of such materials obtained under this Agreement for any other Project or use of incomplete materials obtained from Consultant by the Authority will be made at the risk of the Authority. However, this does not constitute a disclaimer of the professional liability of Consultant with respect to the original Services as used for the Project.

14.3. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services must bear the endorsement of a person in the full employment of Consultant or duly retained by

Consultant and duly licensed in the appropriate professional category.

14.4. Consultant shall make any patentable product or result of the Services and all information, design, specifications, know-how, data, and findings available to the Authority without cost to the Authority. No material prepared in connection with this Project will be subject to copyright by Consultant, all such copyrights being the property of the Authority. the Authority will have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project. Any use of material or patents obtained by the Authority under this Agreement for any purpose not associated with this Project will be at the risk of the Authority. In the Authority's discretion, whenever any renderings, photographs of renderings, photographs of models or photographs of the Project are released by the Authority for publicity, proper credit may be given to Consultant, provided the giving of such credit is without cost to the Authority.

14.5. Consultant must not make any statements, press releases or public releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or any other information obtained or furnished in compliance with this Agreement, except at meetings where representatives of the Authority are present, without the Authority's prior written consent. Consultant will not publish, copyright, or patent any of the data furnished or developed with respect to the Project without first obtaining the Authority's written consent, as all such rights are the property of the Authority.

15. **Audit Rights.** Consultant shall 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 herein 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, which ever 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 shall include all Records of Subconsultants.

16. **Public Records.**

16.1. **Duty to Maintain and Provide Records.** Consultant 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 Consultant 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.

16.2. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT

THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT PHONE (941) 316-1776; EMAIL – PEACERIVER@REGIONALWATER.ORG; OR MAIL – 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

16.3. Post Contract Responsibilities. Upon completion of this contract, Consultant shall keep and maintain, at no cost, to the Authority, all public records produced under this Agreement in the possession of the Consultant or shall transfer them to the Authority. If the Consultant transfers all public records to the Authority, Consultant shall destroy any duplicate public records. If Consultant keeps and maintains public records after completion of the contract, the Consultant shall 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.

16.4. Exempt Records. Consultant shall ensure that public records that are exempt from public records disclosure are not disclosed except as authorized by law during the term of this Agreement and following its completion if the Consultant does not transfer the records to the Authority.

17. <u>Miscellaneous Provisions</u>.

17.1. Entire Agreement. This written document constitutes the entire agreement between the parties hereto and the Agreement may not be amended or modified except in writing duly executed by the party against whom such an amendment or modification is sought to be enforced. This Agreement shall govern the relationship between the Authority and Consultant on the Project.

17.2. Successors. the Authority and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.

17.3. 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 will have any rights or obligations under or by virtue of this Agreement.

17.4. Applicable Law and Venue. This Agreement will be governed by and construed under the laws of the State of Florida. Venue for any action under state law arising under this Agreement will be in the Twelfth Judicial Circuit of Florida. Claims justiciable in federal court will be in the Middle District of Florida.

17.5. 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, or sent by overnight courier, postage prepaid.

If to the Authority:

_____,_____
Name Title

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

If to Consultant:

_____
_____
_____

17.6. No Construction Against Drafting Party. Each party acknowledges that it has carefully reviewed and understands this Agreement and has had an opportunity to review it with counsel of its choosing. This Agreement will not be construed more strongly against any party, regardless of who drafted or prepared it.

17.7. Communications. The Consultant's communications with the Authority will be limited to the Authority's Executive Director and designated staff. Communications with the Authority's Board Members are prohibited, except with the prior permission of the Authority's Executive Director or at a duly noticed public board meeting. Any such prohibitive communications will be deemed to be a material breach of this Agreement by Consultant. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Consultant.

17.8. Interpretation. All words used herein 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.

17.9. Headings. The captions and headings herein are for convenience of reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions. Unless otherwise indicated, references to paragraphs include all subparts.

17.10. Time is of the Essence. Time is of the essence of this Agreement and each of its

provisions.

17.11. Contest of Authority Decisions. The Authority will decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services called for hereunder, or the character, quality, amount, or value thereof. The decision of the Authority upon all such claims, questions or disputes will be final and binding if not contested by Consultant in a written notice delivered to the Authority within seven days after Consultant's receipt of written notice from the Authority concerning such decision. Consultant will not delay or postpone providing Services during the pendency of any dispute.

17.12. Survival. All express representations, indemnifications, or limitations made or given in this Agreement shall survive its completion or termination for any reason.

17.13. Severability. If any term of this Agreement is for any reason invalid or unenforceable, the rest of the Agreement remains fully valid and enforceable.

17.14. Independent Contractor. Consultant is retained by the Authority only for the purposes and to the extent set forth in this Agreement, and its relationship with the Authority during the term of this Agreement will be that of an independent contractor. Consultant will have the discretion, 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, to select the means and methods of performing such services. In this regard, Consultant will be fully responsible for the employment, direction, supervision, compensation, and control of all persons employed or retained by Consultant. Neither Consultant nor Consultant's contractors, subcontractors, consultants, subconsultants, suppliers, experts or other persons or organizations retained or utilized by Consultant for the services required hereunder ("Subconsultants") will be considered by reason of the provisions of this Agreement or otherwise as being an employee or agent of the Authority. Consultant shall comply with all workers' compensation, employers' liability and other Federal, State and county and municipal laws, ordinances and regulations required of an employer performing services as herein contemplated. Provided, however, in no event will the Authority be obligated to pay Consultant any overtime or other premium pay compensation unless such overtime or premium compensation was expressly approved in writing and in advance by the Authority. Furthermore, Consultant is responsible for paying all income and employment taxes, and the Authority will not be responsible for collecting or paying withholding, FUTA, FICA or any other state or federal taxes.

17.15. Waiver of Jury Trial. To the extent permitted by applicable law, Consultant and the Authority irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement or any of the transactions contemplated by it. Neither the Authority nor Consultant or any successor thereof will seek a trial

by jury in any action or proceeding (whether at law or in equity, whether direct or collateral, whether in contract or in tort) arising out of or related to this Agreement or the relationship created by it. Neither the Authority nor Consultant shall 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.

[The remainder of this page is blank]

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

Witnesses:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Consultant:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

_____
Date

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

Approved as to legal sufficiency:

_____
Douglas P. Manson, General Counsel

Peace River Manasota Regional Water Supply Authority:

_____
Signature

_____
Print name

_____
Print title

_____
Date

EXHIBIT A

Scope of Services and Compensation

EXHIBIT B

Consultant's SOQ Response dated February 9, 2024

EXHIBIT C

Authority Resolution 2018-01 'Resolution Establishing Per Diem and Travel Expenses'

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2018-01

RESOLUTION ESTABLISHING PER DIEM AND TRAVEL EXPENSES

WHEREAS, the Peace River Manasota Regional Water Supply Authority (Authority), was created pursuant to Section 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Section 163.01, Florida Statutes; and

WHEREAS, Section 112.061, Florida Statutes, establishes per diem and travel expenses of public officers, employees, and authorized persons; and

WHEREAS, the Authority meets the definition of a "public agency" under Section 112.061, Florida Statutes; and

WHEREAS, Section 112.061(14)(a)4., Florida Statutes, allows special districts to establish rates by the enactment of a resolution that may vary from the per diem rate or mileage rate provided in the statute; and

WHEREAS, the Authority approved Resolution 2005-09 establishing per diem and travel expenses on November 2, 2005; and

WHEREAS, the Authority finds that the meal allowance and mileage reimbursable rates established in 2005 are now inadequate for the purpose for which they were intended and should, therefore, be revised; and

WHEREAS, the meal allowance rates for federal employees, as annually published by the U.S. Government Services Administration (GSA), and the Internal Revenue Service (IRS) mileage reimbursement rate for use of a privately-owned vehicle are hereby deemed reasonable and adequate as such rates are current and take into account regional cost differences.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, THAT:

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

Section 2. Resolution 2005-09 is repealed and rescinded.

Section 3. The meal allowance rates shall be the rates established by the GSA based on the location of the work activity, as updated annually on October 1.

Section 4. The mileage reimbursement rate shall be the "standard mileage rate for business use of a vehicle" established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

Section 5. The revised meal allowance and mileage reimbursement rates shall immediately take effect and shall adjust in accordance with this Resolution without further action of the Board of Directors.

Section 6. All other paragraphs of Section 112.061, Florida Statutes, shall remain in effect regarding per diem and travel expenses of public officers, employees, and authorized persons of the Authority.

Duly passed on this Second day of February 2018 by the Board of Directors of the Peace River Manasota Regional Water Supply Authority in Arcadia, Florida.

Attest:

Patrick J. Lehman
Executive Director

Peace River Manasota Regional
Water Supply Authority

Commissioner
Chairman

Approved as to Form:

Douglas Manson
General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

FEB - 2 2018

Peace River Manasota
Regional Water Supply Authority

EXHIBIT D

Consultant's Insurance Requirements

EXHIBIT D

Consultant's Insurance Requirements

1. Workers Compensation. Coverage must be provided for all employees and subcontractors with statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
   a. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide District with thirty (30) days written notice of cancellation and/or restriction.
   b. Consultant must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:
   a. $1,000,000.00 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 contractor's coverage.
   c. Additional Insured. District must be specifically included as an additional insured.
   d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide District with thirty (30) days written notice of cancellation and/or restriction.

3. 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. $1,000,000.00 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. District is to be specifically included as additional insured.
   f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide District with thirty (30) days written notice of cancellation and/or restriction.

4. Watercraft/Aircraft Liability. If Consultant's provision of services involves utilization of watercraft or aircraft, watercraft and/or aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft or aircraft, including owned, non-owned and hired.

5. Professional Liability. Coverage must include:
   a. Minimum limit of $1,000,000.00 per occurrence or claim of malpractice, negligence, error and omissions.
   b. Minimum limit of $1,000,000.00 in the aggregate for claims of malpractice, negligence, error and omissions.
   c. If a claims made form of coverage is provided, the retroactive date of coverage shall

be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide District with thirty (30) days written notice of cancellation and/or restriction.

e. Professional liability insurance shall continue in force until the end of the fifth calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth calendar year.

6. Additional Requirements.

a. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

b. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the District, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the District with financial information concerning any self-insurance fund insuring Consultant. At the District's option, self-insurance fund financial information may be waived.

c. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the District, its directors, officers, employees and agents. Such insurance policies shall include or be endorsed to include a cross liability clause so the additional insureds will be treated as if a separate policy were in existence and issued to them. If the additional insureds have other insurance, which might be applicable to any loss, the insurance required of Consultant shall be considered primary, and all other insurance shall be considered excess. The cross liability clause does not increase the limits of liability or aggregate limits of the policy.

d. Deductible and self-insured retention amounts shall be subject to approval by the District, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

e. Approval of the insurance by the District shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the District does not in any way represent the insurance (or the limits of insurance) specified in this Section 14 is sufficient or adequate to protect Consultant's interests or liabilities, but are merely minimums.

f. All of the policies of insurance required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the District and Consultant by certified mail. Consultant shall give notice to the District within twenty-four (24) hours of any oral or written notice of adverse change, non-renewal or cancellation. If the initial insurance expires prior to completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

g. All insurance required hereunder shall remain in full force and effect until final payment and at all times thereafter when Consultant may be observing the correction, removal or replacement of defective work.

h. Professional liability insurance shall continue in force until the end of the fifth calendar year following the calendar year in which the Agreement is terminated. The current professional liability insurance policy, if not renewed, shall provide for an extended reporting period on the existing policy through said fifth calendar year.

i. Consultant shall, upon request by the District, deliver to the District a copy of each insurance policy purchased by Consultant.

j. All policies, except for workers' compensation and professional liability, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of subrogation against the District, its consultants, directors, officers, employees, representatives or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers.

k. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of the Consultant's obligations under the Agreement, including any indemnity or hold harmless provision.

l. Consultant shall ensure that all Subconsultants procure and maintain, until the completion of that party's Services, insurance of the types and in the coverage amounts required to be carried by Consultant in this Agreement unless the District agrees in writing, in advance of Consultant's employment of any such Subconsultant, to other types of coverage and/or lower coverage amounts. Provided however, that professional liability insurance shall not be required under this Agreement for Subconsultants, unless such party is a licensed professional. The preceding sentence does not preclude Consultant from requiring such insurance. Consultant is responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

EXHIBIT E

Consultant's Certificate of Insurance

EXHIBIT A

SCOPE OF SERVICES

Dated: 05/15/2024

FOR: Professional Services for the Partially Treated Surface Water ASR Project

Basic Services

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following Professional Services, which shall constitute the GENERAL SCOPE of the Services under the covenants, terms, and provisions of this Professional Services AGREEMENT:

A. INTRODUCTION

The Peace River Manasota Regional Water Supply Authority (AUTHORITY) owns and operates the Peace River Water Treatment Facility (PRF), which has the capacity to treat up to 51 million gallon per day (MGD) of surface water pumped from the Peace River. The facility is supported by a 120 MGD intake pump station, a 6.5 billion gallon off-stream raw water storage system, and 21 aquifer storage and recovery (ASR) wells located within two ASR wellfields; ASR wellfields 1 and 2. ASR Wellfield No. 2 has been in operation since 2002 and includes 14 monitoring wells and 12 ASR wells open to the Suwannee Limestone.

Currently, the use of ASR Wellfield No. 2 involves a twice through full water treatment where the water is fully treated to drinking water standards prior to injection into the ASR wells and then fully treated again once recovered from the ASR wells. The full treatment upon recovery is performed due to low levels of naturally occurring arsenic picked up from the aquifer while in storage. The operational cost of the ASR system with full treatment is very high due to the current full treatment pre-injection and post-recovery. Therefore, implementing partial treatment instead of full treatment prior to injection can significantly decrease ASR operational costs.

This project, the Partially Treated Surface Water ASR Project, is an extension of the AUTHORITY's effort to evaluate the technical, regulatory, and economic feasibility of partially treating the surface water prior to injection into the ASR wells in Wellfield No. 2. A multi-disciplinary investigation and preliminary design is required to determine the cost/benefit of the work described below as well compliance and regulatory investigation with current FDEP and EPA UIC program requirements.

In accordance with the AUTHORITY's Procurement Policy, Statements of Qualifications (SOQ) were requested from respondents interested in providing Engineering Design and associated professional services for the Partially Treated Surface Water ASR Project. The AUTHORITY Board of Directors approved the ranking of proposals and authorized the Executive Director to

execute a professional services contract with AECOM Technical Services, Inc. (CONSULTANT) for Engineering design Services and associated professional services for the partially Treated Surface Water ASR Project. The scope of work for Phase I of the project is provided below.

B. ASSUMPTIONS

- Pilot site is assumed to be equipped with sufficient power and access to raw water to serve as the influent flow,

- Total pilot duration is assumed to be four (4) months, including two (2) weeks of startup and testing and a total of six (6) weeks of constant operation spread across the total duration,

- Two (2) of the six (6) weeks of constant operation assume two (2) full-time CONSULTANT operators; the remaining four (4) of the six (6) weeks of constant operation assume two (2) days of operation per week are covered by AUTHORITY staff,

- Raw water quality sampling at Reservoir No. 2, Reservoir No. 1, and plant influent is performed before and after pilot operation to develop a comprehensive understanding of raw water variability,

- Raw water from Reservoir No. 2 will not be considered in the pilot and equipment and site layout

- CONSULTANT will leverage river, reservoir, and treated water PFAS data that were previously collected by the Authority. This scope of work includes $4,500 in the pilot costs for analysis of PFAS in partially treated water, as needed.

- Analytical costs are included in the fee presented herein, assuming laboratories invoice the CONSULTANT,

- The CONSULTANT will coordinate with laboratories for the delivery of sample kits to the AUTHORITY,

- The collection and shipment of raw water samples to laboratories will be conducted by Authority staff,

- Environmental Assessment will be completed under Phase II services, if necessary

- Existing Reservoir Pump Station Condition Assessment will be completed under Phase II services, if necessary

- Integrated project schedule will be completed under Phase II services, if necessary

- SUBCONSULTANTS will attend progress meetings virtually

Estimated fee is based on the above assumptions. If additional services are required CONSULTANT will immediately notify the AUTHORITY.

C. DETAILED SCOPE OF WORK

The CONSULTANT will provide Professional Engineering services as described in this section. The following scope of work comprises Phase I services, which aims to determine the technical and economic feasibility of this project. If the project is determined to be feasible, subsequent work under Phase II will include detailed design, permitting, and bidding phase services, and construction phase services. The services to be provided under Phase I are as follows:

TASK No. 1 – Project Management

1. The CONSULTANT will prepare a Project Management Plan for the development and execution of the PTSW ASR Project for the review and approval of the AUTHORITY. The Plan will address the following:
    a. Vision, mission, general guidelines, project goals and objectives
    b. Work breakdown structure
    c. Communication protocols, project delivery team, and stakeholders
    d. Document management system
    e. Budget and project schedule
    f. Monitoring and reporting plan
    g. Deliverable submittal and review process plan
    h. QA/QC plan

2. The CONSULTANT will prepare for and conduct a project kick-off meeting. The CONSULTANT will also conduct monthly progress review meetings to provide an overview of the project activities and request input and direction for the AUTHORITY's project delivery team on critical matters. Meeting minutes will be prepared for each progress meeting and distributed to the project delivery team. Progress meetings will be attended by project management staff solely unless CONSULTANT determines technical disciplines are required to participate.

3. The CONSULTANT will perform project and stakeholder coordination and management functions for the project duration.

TASK No. 2 – Data Collection

The CONSULTANT will initiate this task through collecting data and information including previous studies and reports, presentations, record drawings for existing infrastructure, permits, and water quality data and test reports from the AUTHORITY. The CONSULTANT has already collected and organized several datasets, which would only require updating to present day if desired by the AUTHORITY. These datasets include:

- Historical peace river flows and allowable withdrawals in accordance with WUP conditions
- Historical regional demands
- Historical use of the ASR system
- Historical water quality in the Peace River and Reservoir No. 1

The CONSULTANT will establish a document management and maintain a log of existing information.

The CONSULTANT will meet with the AUTHORITY to identify any data gaps and to review critical information.

TASK No. 3 – Pilot Testing and System Reliability Modeling

1. **System Reliability Modeling**

   CONSULTANT will retain Hazen and Sawyer (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

   SUBCONSULTANT will perform system reliability modeling using the OASIS Enterprise Model. SUBCONSULTANT will confirm with AUTHORITY the required OASIS model runs to determine safe yield as defined by AUTHORITY reliability thresholds. Scenarios will include:

   - Baseline (existing infrastructure and ASR operational rules),
     - Baseline + PTSW ASR at three (3) different capacities up to 15 MGD,
   - Baseline + Reservoir No. 3,
     - Baseline + Reservoir No. 3 + PTSW ASR at three (3) different capacities,
   - Baseline + 24 MGD water treatment plant expansion,
     - Baseline + 24 MGD water treatment plant expansion + PTSW ASR at three (3) different capacities

- Baseline + Reservoir No. 3 + 24 MGD water treatment plant expansion,
    - Baseline + Reservoir No. 3 + 24 MGD water treatment plant expansion + PTSW ASR at three (3) different capacities

The scenarios above will all be evaluated for a given demand scenario in terms of the following:

- Frequency and magnitude of shortages with and without PTSW ASR,
- Cumulative ASR recharge with and without PTSW ASR,
- Cumulative O&M cost for ASR recharge with assumed O&M for full treatment and partial treatment using pilot- and full-scale information.

An example demand scenario may be the annual average demand starting at 29 MGD and increasing to 50 mgd over a given time period with a defined percent increase per year and monthly peaking factor. SUBCONSULTANT will determine partial treatment system capacity at which PTSW ASR is no longer a benefit to safe yield and/or O&M costs assuming no increase in ASR wellfield capacity. SUBCONSULTANT will determine capital and O&M cost thresholds at which PTSW ASR is and is not cost effective relative to existing ASR operations.

SUBCONSULTANT will prepare and submit a System Reliability Modeling technical memorandum to document the modeling processes and results. Upon review of the draft TM, the SUBCONSULANT will address review comments and prepare final TM.

2. Process Selection

In consultation with the AUTHORITY, the CONSULTANT will review and select the unit processes and configurations to be pilot tested. Process selection will result in the identification of multiple treatment process sequences that are suitable for treating the historical raw water quality and capable of meeting the treated water quality goals. CONSULTANT anticipates selection will generally include the following unit operations:

- Pressurized granular media filtration for physical disinfection.
- Chemical disinfection with chloramines, both pre- and post-filtration.
- Post-filtration polishing treatment using adsorption processes such as granular activated carbon or ion exchange adsorption for removal of PFAS.

CONSULTANT will prepare conceptual process schematics for each selected process configuration for pilot demonstration. The process schematics will provide a high-level overview of the process sequences and flexibility for testing and optimizing key process variables, namely: chemical disinfection followed by physical disinfection, and physical disinfection followed by chemical disinfection; order of ammonia and hypochlorite feed, direct injection into the full flow, dosing with concentrated side stream chloramine into the full flow stream. A detailed review and selection of operating parameters will be performed under subtask 5 - Pilot Test Plan, including but not limited to, disinfection contact times,

chloramine residuals, chlorine to ammonia dose ratios; granular media filter loading rates, granular media type, and chlorination of filter backwash water; and adsorption media type and empty bed residence time.

3. Regulatory Assessment and Impact of PFAS Rule and Future Regulations

The UIC permit for the proposed ASR system states, "No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water if such fluid movement may cause a violation of any Primary Drinking Water Standard or may otherwise affect the health of persons." CONSULTANT will evaluate the potential impacts of the recently promulgated federal per- and polyfluoroalkyl substances (PFAS) rule and future regulatory considerations on ASR treatment requirements and long-term operations of the PRF.

PFAS Regulatory Assessment

The U.S. Environmental Protection Agency issued the final rule for per- and polyfluoroalkyl substances (PFAS) in drinking water in April 2024. The rule includes maximum contaminant levels (MCLs) for 5 PFAS compounds and a hazard index determination for waters containing multiple PFAS chemicals. Compliance with the new rule is required by April 2029.

CONSULTANT will review the AUTHORITY's existing PFAS data and recommend additional PFAS sampling, if required.

CONSULTANT will develop a long-term PFAS control strategy that considers changes in current source water PFAS concentration or future regulation of additional PFAS compounds. CONSULTANT will consider operational strategies (e.g., avoidance of recharge if there is a clear seasonal pattern to PFAS occurrence in the Peace River), the need for treatment of surface water prior to injection to the ASR system, the impacts of the reservoirs, and treatment at the PRF.

For each PFAS control strategy, CONSULTANT will identify advantages and disadvantages and prepare capital, O&M and lifecycle cost estimates. The strategies will be reviewed with the AUTHORITY during a monthly progress meeting.

The CONSULTANT will identify any necessary capital improvements to address PFAS. The recommended control strategy will be incorporated into the conceptual design.

Future Regulatory Considerations

CONSULTANT will assess the potential impacts of future regulations on the need for treatment prior to recharge, including more stringent disinfection and disinfection byproduct (DBP) requirements that could impact the disinfection strategy for the ASR system.

For each identified future regulatory concern, CONSULTANT will assess the potential impacts to the future ASR design and operations. CONSULTANT will identify the need for treatment or operational strategies to address these concerns and prepare capital, O&M and lifecycle cost estimates for each.

The future regulatory considerations and control strategies will be reviewed with the AUTHORITY during a monthly progress meeting.

Provisions for future treatment or operational changes will be incorporated into the conceptual design.

Regulatory Assessment Technical Memorandum

CONSULTANT will prepare and submit to the AUTHORITY a Regulatory Assessment Technical Memorandum (TM) which includes the findings of the PFAS and future regulatory considerations evaluations. The TM will include information on alternatives considered and evaluated and information on the rationale or method by which the recommended design was selected.

CONSULTANT shall prepare a draft TM and submit it to the AUTHORITY for review. The TM will be reviewed with the AUTHORITY during a regular progress meeting. The CONSULTANT shall address the review comments and prepare the final TM.

4. FDEP Under Injection Control (UIC)/ASR Assessment

CONSULTANT will retain ASRus (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

SUBCONSULTANT will review the FDEP UIC regulations related to this project with the goal of ascertaining what the expectation for compliance will be with regard to pathogen inactivation. SUBCONSULTANT, at the direction of the AUTHORITY, will engage FDEP to evaluate the anticipated regulation, monitoring, and compliance of PFAS compounds in the UIC program. Based on the assessment, SUBCONSULTANT will evaluate and undertake the following activities:

- Provide recommendations for proposed modifications to effectuate the PTSW ASR under the current permit.
- Identify potential modifications of the existing permit to fully optimize the PTSW ASR operations.

SUBCONSULTANT shall prepare a draft technical memorandum summarizing regulatory considerations for the project that can be used to assess the project's viability with the treatment proposed, and as appropriate, provide recommendations for permit modifications or other regulatory mechanisms that can be considered to improve the system's viability with regard to UIC compliance. Upon review of the draft TM, the SUBCONSULTANT will prepare and submit the final TM.

At the direction of the AUTHORITY, the CONSULTANT and SUBCONSULTANT will attend up to two (2) meetings with FDEP to address the UIC regulations.

5. Pilot Test Plan

CONSULTANT will retain Hazen and Sawyer (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

The development of the Pilot Test Plan shall include the following activities:

- Confirm the pilot locations and initial source water supply, power, and waste stream requirements. This activity includes one site visit with key team members to finalize siting for the pilot units and requirements for the water source, power source, waste stream disposal location, routing of supply and disposal lines, and other coordination activities required to install and setup of the pilot system.
- Prepare pilot program plan to include pilot testing goals, overall schedule, basic process flow diagram, general system layout, major equipment needs, operating protocol, sampling plan, and waste streams. Key variables that will be considered as part of the plan include influent water quality, chemical dose and order, contact time, filtration media type/depth/loading rate, and unit process. Both gravity and pressure filters will be considered as part of the pilot test. The AUTHORITY's responsibilities, if any, will also be clearly defined within this plan. A draft plan will be submitted for review and comment. The plan will exclude detailed process and instrumentation diagrams (P&IDs) and final equipment procurement lists, which will be developed during the pilot design task.
- Attend one review meeting, in person, to discuss comments or questions on the Pilot Test Plan. SUBCONSULTANT will have three staff in attendance and will prepare an agenda and minutes from the meeting.
- Incorporate relevant comments from the review meeting and submit a final Pilot Test Plan.
- Finalize layout and confirmation of pilot test systems, which includes:
    - Feed water supply source
    - Pilot waste disposal
    - Power source
    - Bypass piping
    - Sizing of metering pumps
    - Chemical storage
- Prepare schematics to define the field assembly and will include:
    - Overall P&ID
    - Main equipment sizing and specification (data sheets)
    - Enlarged equipment layout plan, including chemical systems
    - Site plan (with yard piping)

- Electrical one line diagram
- Analytical equipment selection
- Functional description
- Final operating instructions and manuals.

- Attend one review meeting, in person, to review comments on the initial design. SUBCONSULTANT will have three staff in attendance and will prepare an agenda and minutes from the meeting.
- Update pilot system design schematics and documents and submit as final.
- Based on the approved pilot plan, develop a final list of major equipment, materials, and requirements and submit to the AUTHORITY for review. SUBCONSULTANT will be responsible for the purchasing of the pilot testing equipment and material (e.g., valves, analyzers, pumps, etc. / not filter pilot). SUBCONSULTANT will lease the filter pilot unit for testing, assuming a period of 5 months of intermittent testing (total of 8 weeks of actual testing). SUBCONSULTANT will communicate and coordinate with the AUTHORITY during procurement. The AUTHORITY will be responsible for receiving and offloading the equipment.

6. Pilot Testing and Operation and Raw Water Sampling

CONSULTANT will retain Hazen and Sawyer (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

SUBCONSULTANT will perform the following activities under this subtask:

- Install piping, pumps, chemical purchase, tanks, and other appurtenances required, with limited on-site assistance from the AUTHORITY including connection to the water source and power. SUBCONSULTANT assumes two weeks for construction with two engineering team members.
- Startup and testing of the pilot system, which assumes 1 week with 2 engineering team members. This task includes coordination with vendors if necessary.
- Lead the pilot operations during pilot testing duration to check on the pilot systems, make operational adjustments, perform sampling efforts (onsite and as required for outside laboratories), and record data. The estimated operational period for this pilot testing is assumed to be six (6) weeks but it is assumed to occur over a 4-month period to capture seasonal variations. For the purpose of defining a budget for this task, it is estimated that this task includes 48 work hours/week of engineering support for one SUBCONSULTANT engineer and 24 work hours/week of engineering support for a second SUBCONSULTANT engineer. The remaining four weeks of operations are assumed to include a total of 32 hours/week of engineering support from CONSULTANT, with two days per week of operations being covered by AUTHORITY staff.

- Conduct periodic meetings with senior staff and coordination with the laboratory performing the analyses, collection of samples, and transportation to the laboratory for analyses.
- Attend up to two virtual or in-person meetings (potentially scheduled as midpoint and final progress meetings) with the project team to discuss preliminary results and findings of the pilot system, coordinate work activity, provide updates, and review schedule.
- For purposes of including a preliminary cost in the fee, below summarizes the main assumptions for the sampling and laboratory analysis during the piloting phase:
    - Field equipment will be utilized to take pH, conductivity, temperature, turbidity, dissolved oxygen (DO) and UV-254 at least three times per week at various locations along the pilot. Hazen is responsible for field sampling and analysis.
    - Additional water quality sampling will be conducted and sent to a certified laboratory for analysis. Analytes include, but are not limited to TOC, ammonia, color, dissolved ions, and alkalinity. Hazen is responsible for collection of samples and coordination with external laboratories for analysis. Lab sampling will occur at a maximum of once per day frequency. Frequency and location of analysis included in the analysis will be clearly defined in the Pilot Test Plan. Sampling does not include additional rapid small scale column tests (RSSCTs) or any analysis for PFAS in any stream associated with the pilot.
    - Break down the system and pack up the equipment (assumed up to 5 days) after completion of the pilot testing. Hazen will be responsible for the demolition and hauling/disposal of materials associated with the removal of the pilot plant systems. The Authority will provide limited assistance in loading equipment if required.

Pilot Test Reporting

SUBCONSULTANT will prepare a draft report that presents and summarizes the data, analysis, results, problems that were encountered, resolutions to the problems, and conclusions of pilot study efforts. The report shall provide a summary of the data and information developed in the above tasks, an overall assessment of the performance of the pilot tests, and preliminary recommended design parameters for chemical dosages, contact times, filter loading, and pumping for the full-scale system including disposal of waste streams.

SUBCONSULTANT will attend one review meeting to discuss comments or questions on the draft report. SUBCONSULTANT will prepare the agenda and meeting minutes.

SUBCONSULTANT will incorporate relevant comments from the review meeting and submit a final report. The final report will be submitted electronically in PDF format as well as a signed and sealed hard copy.

TASK No. 4 – Preliminary Engineering

CONSULTANT will perform preliminary engineering tasks to develop a design for the PTSW ASR system. Preliminary engineering will include the following subtasks:

1. **Pumping and Hydraulic Assessment**

   CONSULTANT will retain Hazen and Sawyer (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

   SUBCONSULTANT shall further develop the hydraulic model for the PTSW ASR (including reservoir, ASR pump station, and gravity elements) to determine the necessary pumping and conveyance for the operation of the PTSW system to meet the selected criteria developed by the SUBCONSULTANT.

   SUBCONSULTANT shall run the hydraulic model for evaluation of up to the following two scenarios:

   - Pumping water from Reservoir No. 1 to new partial treatment system (with pressurized filtration) and then ASR using the existing pump station,
   - Pumping water from Reservoir No. 1 to new partial treatment system (with pressurized filtration) and then ASR using new pump station

   SUBCONSULTANT will provide a summary of required pumping and conveyance infrastructure for each scenario. Cost estimates for alternative scenarios are included under subtask 5.

   SUBCONSULTANT will prepare a draft Pumping and Hydraulics Assessment technical memorandum to document the processes and findings. SUBCONSULTANT will incorporate relevant review comments and submit a final report.

2. **Existing Reservoir Pump Station Condition Assessment (to be completed under Phase II services, if necessary)**

3. **Environmental Assessment (to be completed under Phase II services, if necessary)**

4. **Equipment and Site Layout Design**

   CONSULTANT will provide a preliminary process equipment selection and site layout design for the PTSW ASR system. CONSULTANT anticipates the preliminary design to include the following:

   - Process Flow Diagram
   - Site Layout showing tank and building footprints, access roads, and limited underground process piping.
   - Section cuts of the tankage/equipment and chemical feed system.

- Limited P&ID

CONSULTANT will prepare a technical memorandum detailing design criteria, equipment selection, system design, building/structure footprints, site layout, and required piping. The CONSULTANT will attend review meeting as needed and revise technical memorandum to address any review comments.

The preliminary engineering design in this Phase 1 scope is based on the following assumptions:

- Treatment is limited to filtration and chloramine disinfection.
- Backwash water will be pumped to the existing WTP facility site for treatment; no treatment or thickening/dewatering will be provided at the PTSW Site
- Raw water will be pumped from Reservoir No.1 to the new partial treatment system and ASR Wellfield No.2 using either a repurposed existing pump station or a new pump station. Raw water via gravity flow from Reservoir No. 2 will not be considered in the pilot and equipment and site layout.
- Preliminary design will be provided for a pressurized filter system

5. Class IV Cost Estimate

CONSULTANT will prepare a Class IV cost estimate for the proposed preliminary PTSW ASR system to evaluate the economic feasibility of the system. The estimating methodology will use factored estimating methods such as equipment factors, Lang factors, Hand factors, Chilton factors, Peters-Timmerhaus factors, Guthrie factors, the Miller method, gross unit costs/ratios, and other parametric and modeling techniques.

CONSULTANT will prepare a draft cost estimating technical memorandum which will include:

- Estimating methodology
- Range of accuracy
- Cost breakdown of proposed design

Upon review of the draft TM, the CONSULTANT will incorporate review comments and prepare the final TM.

6. Benefit-to-Cost Ratio Evaluation

CONSULTANT will retain Hazen and Sawyer (SUBCONSULTANT) to provide services under this task. CONSULTANT will oversee services provided by SUBCONSULTANT under this task.

SUBCONSULTANT will define reliability-based metrics for baseline conditions and the selected PTSW ASR system using OASIS outputs. Reliability metrics will be compared with the Class IV cost estimate from Subtask 5 – Class IV Cost Estimate to develop a benefit-to-

cost ratio. The benefit-to-cost ratio will be accompanied by qualitative statements of advantages, disadvantages, and uncertainties, as appropriate, based on pilot testing and preliminary engineering. SUBCONSULTANT will include this information as a section in the Preliminary Engineering Report.

7. Preliminary Engineering Report

CONSULTANT will prepare a draft Preliminary Engineering Report (PER) which will:

- Summarize the results of assessments and design activities described above under Task 4 as well as the results from the multi criteria decision analysis, pilot testing, and system reliability modeling.
- Identify the economic feasibility and overall cost/benefit of the project.
- Provide recommendations on whether the project should advance further.
- Identify recommended next steps for implementation (if project is deemed feasible).

CONSULTANT will meet with AUTHORITY to review comments received from the AUTHORITY on the draft PER.

CONSULTANT will incorporate and address comments and review meeting decisions and prepare final Preliminary Engineering Report.

D. DELIVERABLES

The following deliverables are anticipated:

1. Draft Pilot Testing Plan
2. Final Pilot Testing Plan
3. Draft Pilot Testing Results Report
4. Final Pilot Testing Results Report
5. Draft Pumping and Hydraulics Assessment Technical Memorandum
6. Final Pumping and Hydraulics Assessment Technical Memorandum
7. Draft Equipment and Site Layout Technical Memorandum
8. Final Equipment and Site Layout Technical Memorandum
9. Draft Class IV Cost Estimating Technical Memorandum
10. Final Class IV Cost Estimating Technical Memorandum
11. Draft Preliminary Engineering Report
12. Final Preliminary Engineering Report

E. SCHEDULE

The services described herein will commence upon receipt by the CONSULTANT of a Notice-to-Proceed and executed Task Order from the AUTHORITY. It is estimated that a NTP will be issued by June 5, 2024, and the core scope of work to be completed by March 31, 2025, according to the following schedule:

Task Number	Deliverable	Schedule
3	Draft System Reliability Modeling TM	January 17, 2025
3	Final System Reliability Modeling TM	January 31, 2025
3	Draft Regulatory Assessment TM	October 18, 2024
3	Final Regulatory Assessment TM	October 31, 2024
3	Draft FDEP UIC/ASR Assessment TM	December 20, 2024
3	Final FDEP UIC/ASR Assessment TM	January 3, 2025
3	Draft Pilot Testing Plan	June 21, 2024
3	Final Pilot Testing Plan	July 5, 2024
3	Draft Pilot Testing Results Report	December 6, 2024
3	Final Pilot Testing Results Report	December 31, 2024
4	Draft Pumping and Hydraulics Assessment Technical Memorandum	October 18, 2024
4	Final Pumping and Hydraulics Assessment Technical Memorandum	October 31, 2024
4	Draft Equipment and Site Layout Technical Memorandum	December 20, 2024
4	Final Equipment and Site Layout Technical Memorandum	January 3, 2025
4	Draft Class IV Cost Estimating Technical Memorandum	January 17, 2025
4	Final Class IV Cost Estimating Technical Memorandum	January 31, 2025

Task Number	Deliverable	Schedule
4	Draft Preliminary Engineering Report	February 28, 2025
4	Final Preliminary Engineering Report	March 31, 2025

The CONSULTANT will observe the time limitations as set forth herein. The CONSULTANT will not be responsible for delays beyond the CONSULTANT's control, including delays caused by: (1) delays in receiving information from others except the CONSULTANT's subconsultants; and (2) delays in obtaining subsequent authorization, approvals, and review comments from the AUTHORITY and other governmental agencies. If such a delay should occur, the schedule will be updated and adjusted as mutually agreed upon by the CONSULTANT and the AUTHORITY.

F. EXCLUSIONS AND ADDITIONAL PROVISIONS

1. The CONSULTANT shall be entitled to rely upon the accuracy of data and information collected and provided by the AUTHORITY without independent review or verification.

2. During the Evaluation, the AUTHORITY may request additional services from the CONSULTANT. Additional services shall be provided as mutually agreed between AUTHORITY and the CONSULTANT.

G. AUTHORITY RESPONSIBILITIES

1. The AUTHORITY will designate a Project Representative, as the AUTHORITY's representative and primary contact for the CONSULTANT. The CONSULTANT will rely on the AUTHORITY's designated Project Representative for instructions and approval of the CONSULTANT's services.

2. The AUTHORITY will provide the CONSULTANT with requested information as identified in Task 2. The AUTHORITY will be responsible for validity of the provided information.

3. The AUTHORITY will attend required meetings and workshops and provide feedback in a timely manner.

4. Two (2) of the six (6) weeks of constant Pilot operation assume two (2) full-time CONSULTANT operators; the remaining four (4) of the six (6) weeks of constant operation assume two (2) days of operation per week are covered by AUTHORITY staff.
5. The collection and shipment of raw water samples to laboratories will be conducted by AUTHORITY staff,

EXHIBIT B.

COMPENSATION AND METHOD OF PAYMENT

Section 1/ BASIC SERVICES/TASK(S)

The AUTHORITY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit "A" entitled Draft Scope of Services.

Section 1. BASIC SERVICES/TASK(S)

The AUTHORITY shall compensate the CONSULTANT on a time and material basis (T&M) for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF SERVICES", as summarized in the table below. The total estimated NTE fee is $995,888.

Note: A Lump Sum (L.S) or Not-to Exceed (N.T.E.) amount of compensation to be paid to the CONSULTANT shall be established and set forth below for each task or sub-task described and authorized in Exhibit "A".

Task No. and Description		Fee (NTE)
Task No. 1	Project Management	$59,646
Task No. 2	Data Collection	$18,962
Task No. 3	Pilot Testing and System Reliability Modeling	$698,268
Task No. 4	Preliminary Engineering	$219,012

Compensation for the services provided shall be due and payable monthly based upon the work approved by the AUTHORITY. The fee is calculated based on the labor rates identified in Attachment A – Project Budget. The labor rates are for completion of Phase I services only through the scheduled completion date. The rates will be adjusted for the Phase II services, if the AUTHORITY decides to go forward.

Certain assumptions have been made in developing the fee for the services described herein. To the extent possible, they are stated in this Scope of Services. If changes to the work result in changes on the level of effort presented herein, the scope of services and fee budget will be revised by mutual agreement.

Attachment A – Project Budget provides a breakdown of the fee calculation and labor rates.

Attachment A - Project Budget

AECOM Technical Services, Inc.	STAFFING PLAN (HOURS)										STAFFING RESOURCE COST						
PRMRWSA PTSW ASR Phase 1	Hours and Fees by Position and Task										TOTAL COST						
Billable Hourly Rate	$ 332.00	$ 303.00	$ 276.00	$ 181.00	$ 154.00	$ 133.00	$ 126.00	$ 147.00	$ 91.00								
Summary of Cost for Staffing Cost Proposal	Principal in Charge	Sen ior Project Manager III	Senior Project Manager II	Project Engineer I	Engineer III	Engineer II	Engineer I	CAD/Designer II	Administrative Assistant II	Total Hours	AECOM Fees	Sub-Consultant Hazen	Sub-Consultant EarthBalance	Sub-Consultant UESI	Sub-Consultant ASRus	ODC	TOTAL FEES
TASK 1 - Project Management																	
Project Management Plan - AECOM	2	-	4	4	8	-	-	-	8	26	$ 4,452						$ 4,452
Progress Meetings	4	4	16	-	8	-	-	-	16	48	$ 9,644	$ 28,390				$ 2,000	$ 40,034
Coordinate Project Activities - AECOM	8	-	24	-	24	-	-	-	24	80	$ 15,160						$ 15,160
Subtotal	14	4	44	4	40	-	-	-	48	154	$ 29,256	$ 28,390	$ -	$ -	$ -	$ 2,000	$ 59,646
										-							
TASK 2 – Data Collection										-							
Collect existing information and establish document management system	-	4	-	-	8	-	-	8	8	28	$ 4,348						$ 4,348
Meet with Authority to review critical information & identify data gaps	-	2	-	-	2	-	-	-	-	4	$ 914	$ 11,180			$ 2,320	$ 200	$ 14,614
Subtotal	-	6	-	-	10	-	-	8	8	32	$ 5,262	$ 11,180	$ -	$ -	$ 2,320	$ 200	$ 18,962
TASK 3 – Pilot Testing and System Reliability Modeling																	
System Reliability Modeling and TM - Hazen	2	-	8	-	-	-	-	-	4	14	$ 3,236	$ 19,225					$ 22,461
Process Selection - AECOM	8	24	-	80	-	-	-	16	8	136	$ 27,488						$ 27,488
Regulatory Assessment/Impact of PFOS Rule and future regulations and TM - AECOM	8	24	-	160	-	-	-	-	8	200	$ 39,616						$ 39,616
FDEP UIC/ASR Assessment and TM - ASRus	2	-	8	-	-	-	-	-	2	12	$ 3,054				$ 26,880		$ 29,934
Meetings with FDEP to confirm pilot objectives	2	-	8	-	-	-	-	-	4	14	$ 3,236					$ 400	$ 3,636
Develop draft Pilot Plan - Hazen	-	16	4	-	-	-	-	-	-	20	$ 5,952	$ 102,395					$ 108,347
Meet with Authority to review comments and prepare final Pilot Plan	-	4	4	-	-	-	-	-	-	8	$ 2,316					$ 200	$ 2,516
Pilot Testing and Operation including raw water sampling - Hazen	-	16	4	-	-	-	-	-	-	20	$ 5,952	$ 407,400					$ 413,352
Prepare Pilot Testing Report - Hazen	1	-	4	-	-	-	-	-	2	7	$ 1,618	$ 49,300					$ 50,918
Subtotal	23	84	40	240	-	-	-	16	28	431	$ 92,468	$ 578,320	$ -	$ -	$ 26,880	$ 600	$ 698,268
Task 4 - Preliminary Engineering																	
Pumping and Hydraulics Assessment TM - Hazen	2	-	8	-	-	-	-	-	-	10	$ 2,872	$ 38,610					$ 41,482
Existing Reservoir Pump Station Condition Assessment TM - AECOM (Completed under Phase II	-	-	-	-	-	-	-	-	-	-	$ -			$ -			$ -
Environmental Assessment TM - Earth Balance (Completed under Phase II)	-	-	-	-	-	-	-	-	-	-	$ -		$ -				$ -
Equipment and Site Layout TM - AECOM	-	-	24	-	160	80	-	160	8	432	$ 66,152	$ 3,630					$ 69,782
Class IV Cost Estimating TM - AECOM	-	16	40	-	-	40	-	-	-	96	$ 21,208	$ 1,980					$ 23,188
Prepare integrated project schedule - AECOM (Completed under Phase II)	-	-	-	-	-	-	-	-	-	-	$ -						$ -
Multi Criteria Decision Analysis TM - Hazen	2	-	8	-	-	-	-	-	-	10	$ 2,872	$ 3,600					$ 6,472
Draft Preliminary Engineering Report (PER)	2	-	24	-	120	24	-	40	16	226	$ 36,296	$ 11,030			$ 4,640		$ 51,966
Meet with Authority to review comments and prepare final PER	2	-	8	-	40	8	-	16	4	78	$ 12,812	$ 12,910				$ 400	$ 26,122
Subtotal	8	16	112	-	320	152	-	216	28	852	$ 142,212	$ 71,760	$ -	$ -	$ 4,640	$ 400	$ 219,012
Totals	**45**	**110**	**196**	**244**	**370**	**152**	**-**	**240**	**112**	**1,469**	**$ 269,198**	**$ 689,650**	**$ -**	**$ -**	**$ 33,840**	**$ 3,200**	**$ 995,888**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

REGULAR AGENDA
ITEM 7

Master Water Supply Contract Revisions Update

Presenter - Mike Coates, Executive Director
Doug Manson, General Counsel

Recommended Action - **Status Report** on Third Amendment to Master Water Supply Contract which includes revised Exhibits "A", "B", "C" & "F".

At the April 3, 2024, meeting staff presented updates to the Master Water Supply Contract (MWSC) that are necessary to support development of the next water supply source (Surface Water System Expansion Program) and allocation of the 18 MGD annual average day quantity generated by that new supply. Four (4) exhibits (Exhibits A, B, C and F) in the Master Water Supply Contract will require amendment to support the new regional water supply allocation. These exhibits are briefly discussed below:

- Exhibit A (DeSoto Payment Schedule): A facility use payment to DeSoto County that is to be readdressed if the Water Use Permit capacity at the Peace River Facility is modified or if additional entities become Customers of the Authority.

- Exhibit B (Water Allocation): Identifies average day, peak month and maximum day supply allocated each year to each Customer from the Peace River Facility.

- Exhibit C (New Water Supply Demands): Shows new water supply quantities (average day, peak month and maximum day), above existing allocations, that Customers request from the Authority.

- Exhibit F (Cost Allocation Percentages): Identifies cost allocation percentages (participation) for each Customer in each Authority supply project.

Board direction to staff at the April 3rd meeting was to discuss these Exhibits – particularly "Exhibit A" (DeSoto Payment), at a meeting with the Customer's Administrators and develop a recommendation from that group for Board consideration. An Administrators Meeting was held on May 17th. Staff will provide an update on the results of the Administrators meeting and amendments to the above-listed Exhibits and the MWSC.

Budget Action – No action is required.

Attachments:
Presentation Materials

Master Water Supply Contract Revisions Update

Regular Agenda 7
June 5, 2024

Peace River Manasota Regional Water Supply Authority

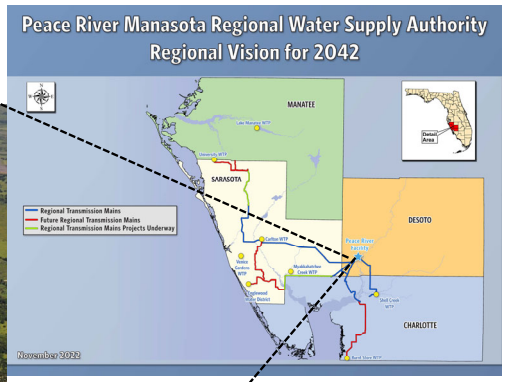
1

Agenda

- Background
- Master Water Supply Contract – Proposed Changes to Exhibits "B", "C", & "F"
- Master Water Supply Contract – Proposed Changes to Exhibit "A"
- Discussion

Peace River Manasota Regional Water Supply Authority

2



3

Surface Water Supply Expansion Project

PR3 Project

- New 9 BG Reservoir
- New River Pump Station & Pipeline
- New/Rehab. Reservoir 1 Pump Sta.
- Environmental Mitigation
- $387M

PRF Expansion Project

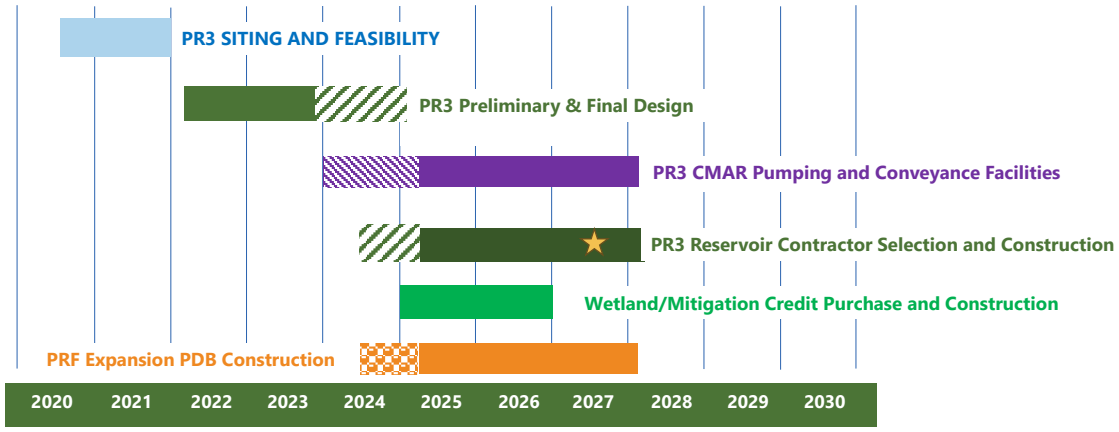
- New 24 MGD Plant Expansion
- New Chemical Storage & Pumping
- New Belt Filter Press
- $163M

Up to 18 MGD Avg Day Yield

Peace River Manasota Regional Water Supply Authority

4

SWSEP Project Schedule



- PR3 Pumping and Conveyance Piping – GMP and Construction April 2025
- PR3 Reservoir – Contractor Bid and Construction Begin April 2025. Filling by summer 2027
- PRF Expansion – PDB Selection in June and GMP and Construction April 2025

Peace River Manasota Regional Water Supply Authority

5

Overview of MWSC Updates

- Update Master Water Supply Contract Capacity Allocation Exhibits: "C", "B" & "F"
- Update Master Water Supply Contract DeSoto Payment Exhibit: "A"

6

Regional Supply Allocations – Current and Requested

Customer	Current Water Allocation (gpd)	Requested New Water (gpd)	Total Current + Requested (gpd)
Charlotte County	16,100,000	3,000,000	19,100,000
DeSoto County	675,000	1,000,000	1,675,000
Manatee County	0	0	0
Sarasota County	15,060,000	12,000,000	27,060,000
City of North Port	2,865,000	2,000,000	4,865,000
Total	34,700,000	18,000,000	52,700,000

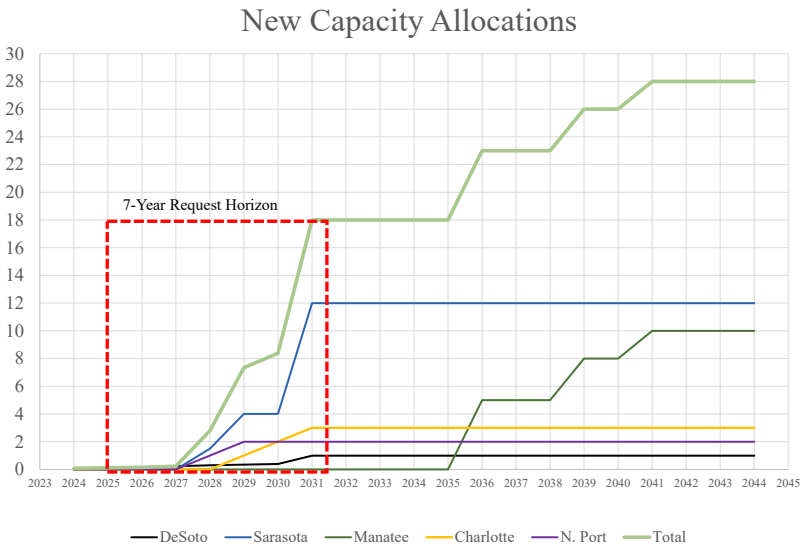
Annual Average Day

Peace River Manasota Regional Water Supply Authority

7

New Water Requests

New Water Requests Show 28 MGD Needed in 20 Year Horizon



8

MWSC New Water Supply Demands (Annual Average Day)

EXHIBIT "C"
New Water Supply Demands
(approved 2015)

Annual Average Daily Quantity (MGD)

Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)

Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)

Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

Proposed Exhibit "C"
New Water Supply Demands

7-year

Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	1.000	0.343	0.000	4.000	2.000	7.343
2030	2.000	0.384	0.000	8.000	2.000	12.384
2031	3.000	1.000	0.000	12.000	2.000	18.000
2032	3.000	1.000	0.000	12.000	2.000	18.000
2033	3.000	1.000	0.000	12.000	2.000	18.000

Peak Monthly Average Day = 1.2 X Annual Average Day
Maximum Day = 1.4 X Annual Average Day

Peace River Manasota Regional Water Supply Authority

9

MWSC – Water Allocation (Exhibit "B")

EXHIBIT "B"

Water Allocation
(approved 2015)

Annual Average Daily (MGD)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

Proposed New Exhibit "B"
Water Allocations

7-year

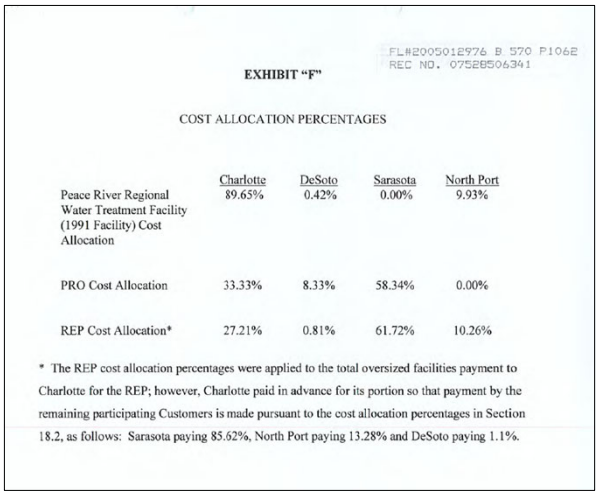
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.495
FY29	17.100	1.018	0.000	19.060	4.865	42.043
FY30	17.100	1.059	0.000	23.060	4.865	47.084
FY31	18.100	1.080	0.000	27.060	4.865	52.700
FY32	18.100	1.675	0.000	27.060	4.865	52.700
FY33	19.100	1.675	0.000	27.060	4.865	52.700
Remaining Years	19.100	1.675	0.000	27.060	4.865	52.700

Peak Monthly Average Day = 1.2 X Annual Average Day
Maximum Day = 1.4 X Annual Average Day

Peace River Manasota Regional Water Supply Authority

10

Exhibit "F" Cost Allocation Percentages (by Supply Project)



FL#2005012976 B 570 P106E
REC NO. 075286506341

EXHIBIT "F"

COST ALLOCATION PERCENTAGES

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

Proposed Exhibit "F"
Cost Allocation Percentages

Project	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	58.34%	0.00%
Regional Expansion Project Cost Allocation	27.21%	0.81%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	66.67%	11.11%

Peace River Manasota Regional Water Supply Authority

11

Exhibit A: DeSoto Payment History

- Original Peace River Facility Owned by General Development – Paid Property Tax
- Section 16.7 Master Water Supply Contract (10/05/2005)
- *The Authority shall collect from it's Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the Quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.01 issued in 1996 for 32.7 MGD annual average are modified, or if additional entities become Customers of the Authority, then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all parties to this Contract.*

12

MWSC Exhibit "A" (Approved 2015)

Included for Reference
Not part of Exhibit "A"

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total	Allocated Capacity MGD	$$ per MGD Allocated
FY 2005	$368,564	$15,889	$101,111	$34,436	$520,000	17.300	$30,058
FY 2006	$368,564	$15,889	$101,111	$34,436	$520,000	18.000	$28,889
FY 2007	$368,564	$15,889	$101,111	$34,436	$520,000	18.000	$28,889
FY 2008	$368,564	$15,889	$101,111	$34,436	$520,000	18.000	$28,889
FY 2009	$361,403	$15,424	$177,073	$44,346	$598,247	23.001	$26,010
FY 2010	$363,140	$15,341	$244,396	$53,586	$676,463	28.000	$24,159
FY 2011	$369,266	$15,482	$303,326	$61,927	$750,000	32.700	$22,936
FY 2012	$369,266	$15,482	$303,326	$61,927	$750,000	32.700	$22,936
FY 2013	$369,266	$15,482	$303,326	$61,927	$750,000	32.700	$22,936
FY 2014	$369,266	$15,482	$303,326	$61,927	$750,000	32.700	$22.936
FY 2015	$369,266	$15,482	$303,326	$61,927	$750,000	32.700	$22,936
FY 2016	$369,266	$15,482	$345,541	$65,711	$796,000	34.700	$22,935
Remaining Yrs	$369,266	$15,482	$345,541	$65,711	$796,000	34.700	$22,935

Peace River Manasota Regional Water Supply Authority

13

Contract Methodology

- Current DeSoto Payment based on Peace River WUP 34.7 MGD AADF
- Current DeSoto Payment $796,000
- Re-address by all parties if WUP changes or with new Customer(s)

Adjustment Considerations

- Peace River WUP increased in 2019 to 80 MGD AADF
- Consider inflation or indexing as part of adjustment

Peace River Manasota Regional Water Supply Authority

14

Methodology Shared with Board in April

- Apply ENR CCI Change from 2015-2023 to 2015 Unit Cost of $22,939 for New Unit Cost
- Apply New Unit Cost to 80 MGD Water Use Permit Amount
- Escalate Annually per ENR CCI 2024 forward
- Commence in FY2028 using new pro-rata allocations

ENR CCI Increase 2015-2023	33.124%
New Unit Cost	$30,538
New Base Cost for 80 MGD WUP	$2,443,036
Anticipated ENR Change 2024-2027 (4.31%/yr.)	17.24%
Total DeSoto Payment	**$2,864,216**

15

Projected Costs: April Methodology

	Current Allocation %	Current DeSoto Payment	Future Allocation %	Option Payment (Future Allocation)	Increase from Current DeSoto Payment
Charlotte	46.4%	$369,326	36.24%	$1,037,992	$668,666
DeSoto	1.9%	$15,484	3.18%	$91,082	$75,598
Sarasota	43.4%	$345,469	51.35%	$1,470,775	$1,125,306
North Port	8.3%	$65,722	9.23%	$264,367	$198,646
Total		$796,000		$2,864,216	$2,068,216

Updated DeSoto Payment amount begins FY 2028

16

Alternative Methodology 1

- **Use DeSoto millage rate(s) on PRF appraised value**

Total Appraised Value (5/3/2024)	$473,730,000
DeSoto County Total Millage Rate	15.882
Total Option 1 DeSoto Payment	**$ 7,523,780**
Total Option 1a - County Gov-Only Mills (7.9048)	**$ 3,744,741**

17

Alternative Methodology 2

- **Use Authority Net Capital Asset Value at PRF as baseline amount for DeSoto Payment**
- **Begin in FY 2026 and increase to full $2.082M payment in FY 2028.**
- **Initial Cost Split through 2028: 50% Members, 50% Customer Pro-Rata Allocation based on full capacity allocation of 52.7 MGD**
- **Increase DeSoto Payment annually after 2028 to a maximum of $3M in 2036. No further increases thereafter.**
- **Cost increase from 2029 – 2036 ($114,683 annually) allocated equally among Members for total increase of $917,463.**

FY2023 Net Capital Assets	$263,452,218
DeSoto County Millage Rate	7.9048
Total Option 2 DeSoto Payment	**$ 2,082,537**

18

Projected Costs Methodology 2

- Use Authority Net Capital Asset Value at PRF as baseline amount for DeSoto Payment
- Begin in FY 2026 and increase to full $2.082M payment in FY 2028.
- Initial Cost Split through 2028: 50% Members, 50% Customer Pro-Rata Allocation based on full capacity allocation of 52.7 MGD
- Increase DeSoto Payment annually after 2028 to a maximum of $3M in 2036. No further increases thereafter.
- Cost increase from 2029 – 2036 ($114,683 annually) allocated equally among Members for total increase of $917,463.

	Split 50% among 4 Members	Split 50% on Pro-Rata Capacity	Future Allocation %	Total Payment 2028	Increase from Current DeSoto Payment
Charlotte	$260,317	$377,356	36.243%	$637,673	$268,407
DeSoto	$260,317	$33,112	3.178%	$293,429	$277,947
Sarasota	$260,317	$534,692	51.347%	$795,009	$449,468
Manatee	$260,317	$0	0%	$260,317	$260,317
North Port	$0	$96,109	9.231%	$96,109	$30,398
Total	$1,041,269	$1,041,269		$2,082,537	$1,286,537

Peace River Manasota Regional Water Supply Authority

19

Discussion / Questions

Peace River Manasota Regional Water Supply Authority

20

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

GENERAL COUNSEL'S REPORT

Presenter -	Douglas Manson, General Counsel
Recommended Action -	**Status Update.** 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
June 5, 2024

EXECUTIVE DIRECTOR'S REPORT

Revised 5/31/24

Presenter -	Mike Coates, Executive Director
Recommended Action -	**Status Update.** This item is presented for the Board's information.

Notification of Executive Director's retirement from the Authority in September 2024.

Attachments:
Executive Director Notification of Retirement

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Elton A. Langford
DeSoto County

Hon. Joseph Tiseo
Charlotte County

Hon. Michael A. Moran
Sarasota County

Hon. Jason Bearden
Manatee County

Mike Coates, P.G., Executive Director

MEMORANDUM

DATE: June 5, 2024

TO: Authority Board of Directors

FROM: Mike Coates, Executive Director

RE: Notification of Retirement

Board Members:

It has been my privilege to serve the Peace River Manasota Regional Water Supply Authority for nearly 18 years, including the last three as your Executive Director. This is a remarkable agency, having grown over the last 34 years from a small regional utility into a model for success on regional water supply cooperation in Florida. I'm honored to have played a part in the evolution of the Authority, and grateful to the Board for the opportunity to serve you and the people of this region. Your vison and leadership, along with the dedication of Authority staff will continue to ensure a safe, reliable, and resilient drinking water supply for the residents in southwest Florida.

Please accept this notice of my intent to retire from the Authority at the end of September 2024. I will work with the Board toward a seamless transition in leadership - and recognizing the professionalism and dedication of the Authority's staff, I'm confident that will be achieved. Thank you again for the opportunity to serve, and godspeed as you expand the regional water supply system to meet the growing needs of our dynamic region.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

CHAIRMAN'S REPORT

Revised 5/31/24

Presenter - Commissioner Elton Langford, Chairman

Our Executive Director, Mr. Coates, has submitted his notification of intent to retire in September of this year. The Board will discuss a succession plan.

Attachments:
Bio for Deputy Director Richard Anderson

Richard Anderson

Richard Anderson serves as Deputy Director for Peace River/Manasota Regional Water Supply Authority, an independent special district of the state of Florida whose mission is to provide reliable supplies of high-quality water to four member agencies Charlotte, DeSoto, Manatee and Sarasota counties for a regional population of more than 1,000,000 people.

Mr. Anderson has been with the Authority since 2010. Serving as the Authority's System Operations Manager, Director of Operations, and since October 2023, as the Authority's Deputy Director. He is responsible for the day-to-day operation and maintenance of Authority infrastructure. Mr. Anderson has over 25 years of experience in utility operations, process control, and project management. In addition to managing day to day operations, Mr. Anderson has played an active role in the design, startup and commissioning of major capital projects including the Phase 1, 1A, 2A, 3A and 3B Pipeline Projects, 1991 Plant Rehabilitation, Phase 1A and 3A Pumping Stations as well as multiple large R&R Projects at the Peace River Facility. Prior to his work with the Authority, Mr. Anderson held various operations management positions with Tampa Bay Water and was actively engaged in startup and commissioning of multiple large diameter pipeline and pumping station projects as well as the initial filling and operation of Tampa Bay Water's 15 BG reservoir.

Mr. Anderson is an active member of the American Water Works Association (AWWA) since 1998, having served as chair of the Florida Section of the AWWA as well as various Council and Regional positions, and currently is the Florida Section's Director, representing Florida on the Association's national Board. He is the recipient of the AWWA Fuller Award, Allen B. Roberts Award, Robert L. Claudy Award, MAC Daddy Award, and Region IV Outstanding Operator of the Year. He credits his AWWA involvement with providing networking opportunities, business contacts and friendships across the industry. Mr. Anderson is also a member of the Florida Water Pollution & Control Operator's Association.

Mr. Anderson is a graduate of the University of South Florida with a Bachelor of Arts degree in International Studies and is a Class "A" licensed Water Plan Operator in both Florida and Georgia.

A native Floridian, he was born in Pinellas County and grew up "on the water" in Tarpon Springs. He enjoys boating, fishing, travel, and the outdoors. He and his wife Kristi have two children Rachel and Zach and two grandchildren.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 1

Hydrologic Conditions Report

MEMORANDUM

Project: Hydrologic Conditions Report

Date: June 5, 2024

TO: Mike Coates, Executive Director

Developed By: Shalina Odegard, Water Resources & Planning Manager

---

This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of April, and the preceding 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from April 1, 2023, through April 30, 2024. Rainfall in the Peace River Basin for the past 12-months totaled 44.11 inches, which is 8.19 inches below the long-term historical average of 52.30 inches. Rainfall for the month of April 2024 totaled 0.72 inches, a value 1.78 inches below the historical monthly average of 2.50 inches for April.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	12 Mo Total
Historical Avg Rainfall[1]	2.50	4.00	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	2.90	2.50	52.30
Actual Rainfall[2]	2.71	5.19	6.45	5.02	7.98	6.55	1.62	1.53	2.08	3.47	1.86	1.64	0.72	44.11
Diff. Historical vs Actual	0.21	1.19	-1.95	-3.08	0.28	-0.75	-1.48	-0.17	0.18	1.27	-0.64	-1.26	-1.78	-8.19

[1] Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

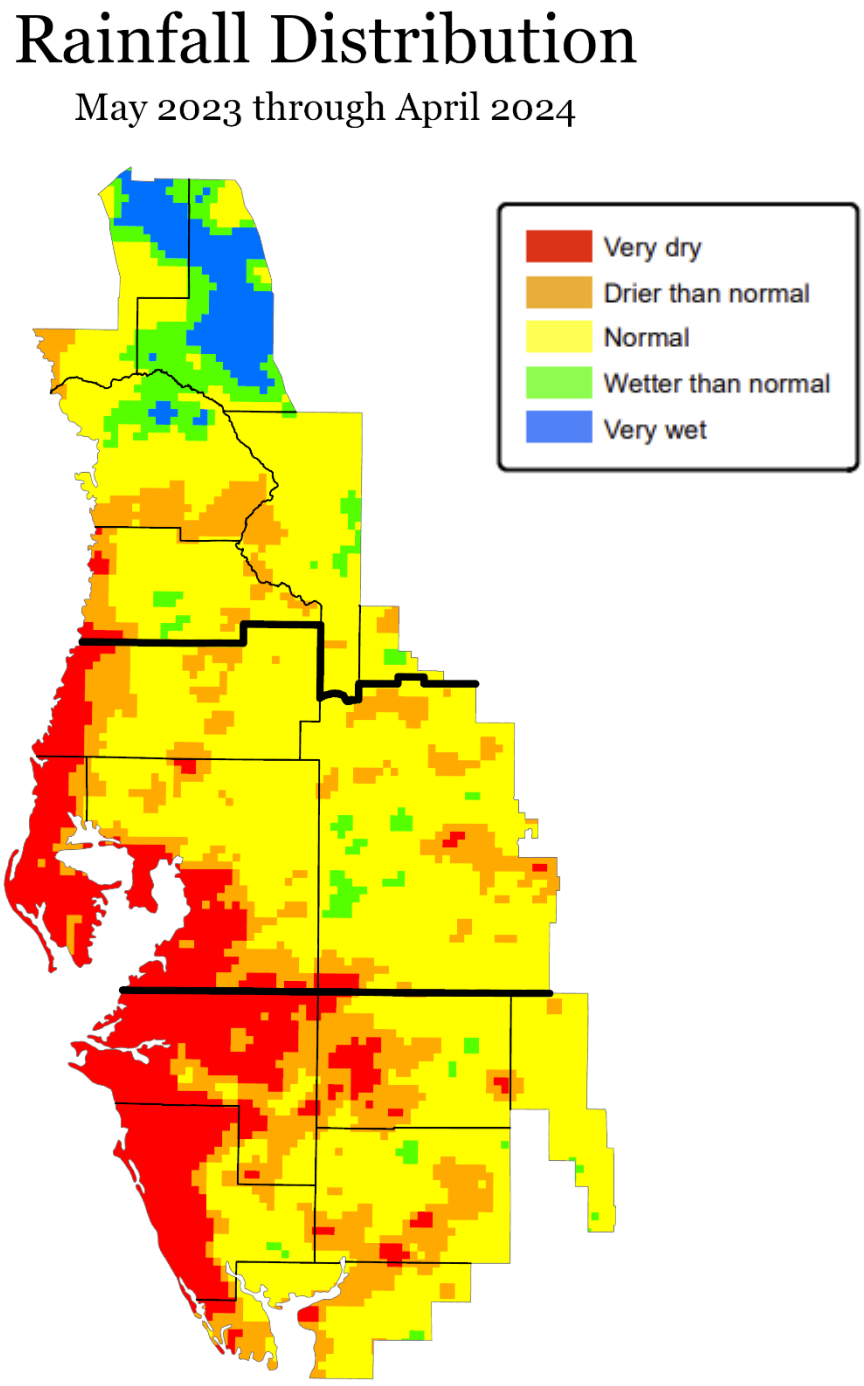
[2] Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

Figure 1 provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending April 2024. Data shown for the Authority's 4-county service area indicate very dry to wetter than normal conditions for most of Sarasota, Charlotte, and DeSoto Counties and very dry to normal conditions for most of Manatee County. The overall inland Peace River Basin indicates very dry to wetter than normal conditions from Polk to DeSoto Counties over the last 12 months.

NOAA projections for the next three months (May 2024 – July 2024) are for likely above normal temperatures and equal chances of rainfall for Southwest Florida. The NOAA/ENSO (El Nino/

La Nina) extended forecast indicates a transition from El Nino to ENSO-neutral is likely by April - June 2024 (85% chance), with the odds of La Nina developing by June - August 2024 (60% chance).

Figure 1 (SWFWMD Rainfall Conditions Map)



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 late February 2024 and remained below through the end of April 2024. **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 ★)

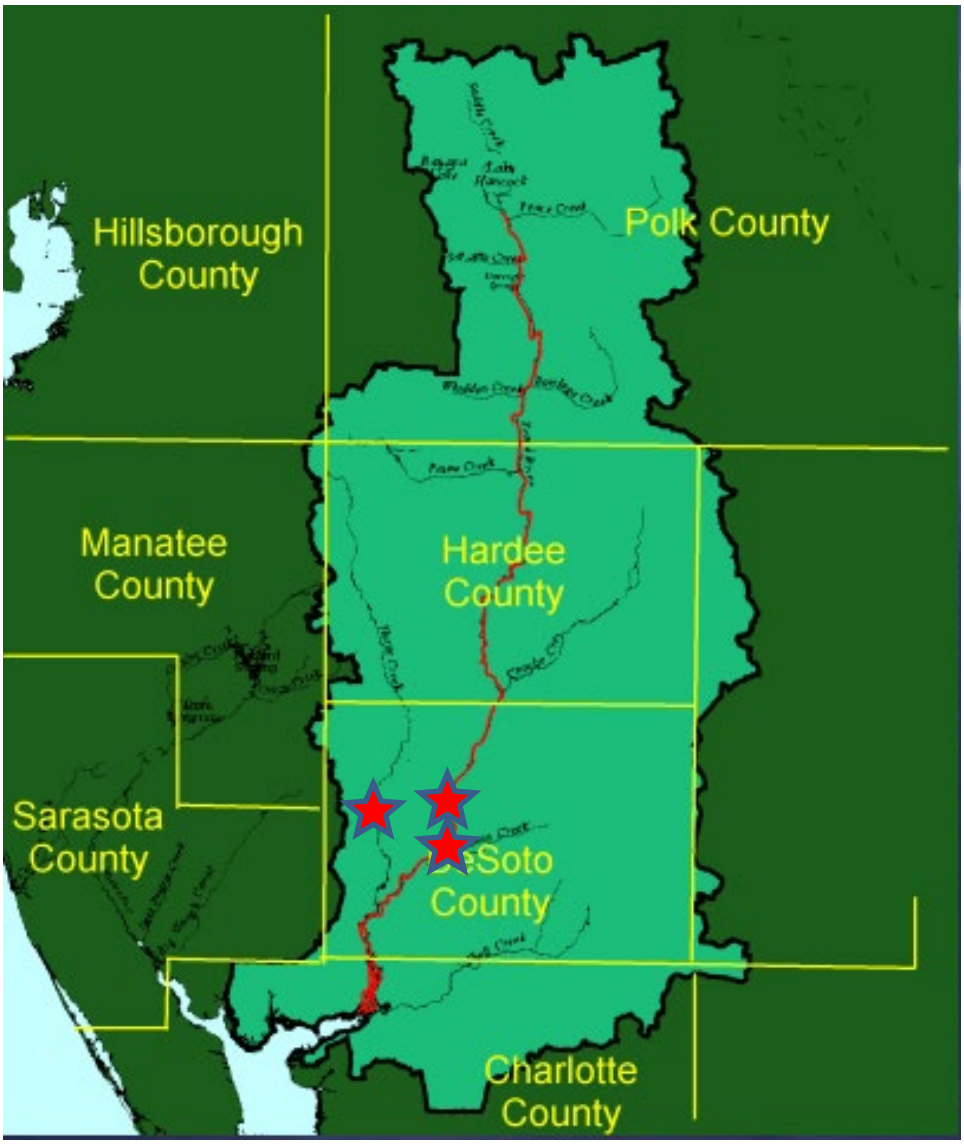
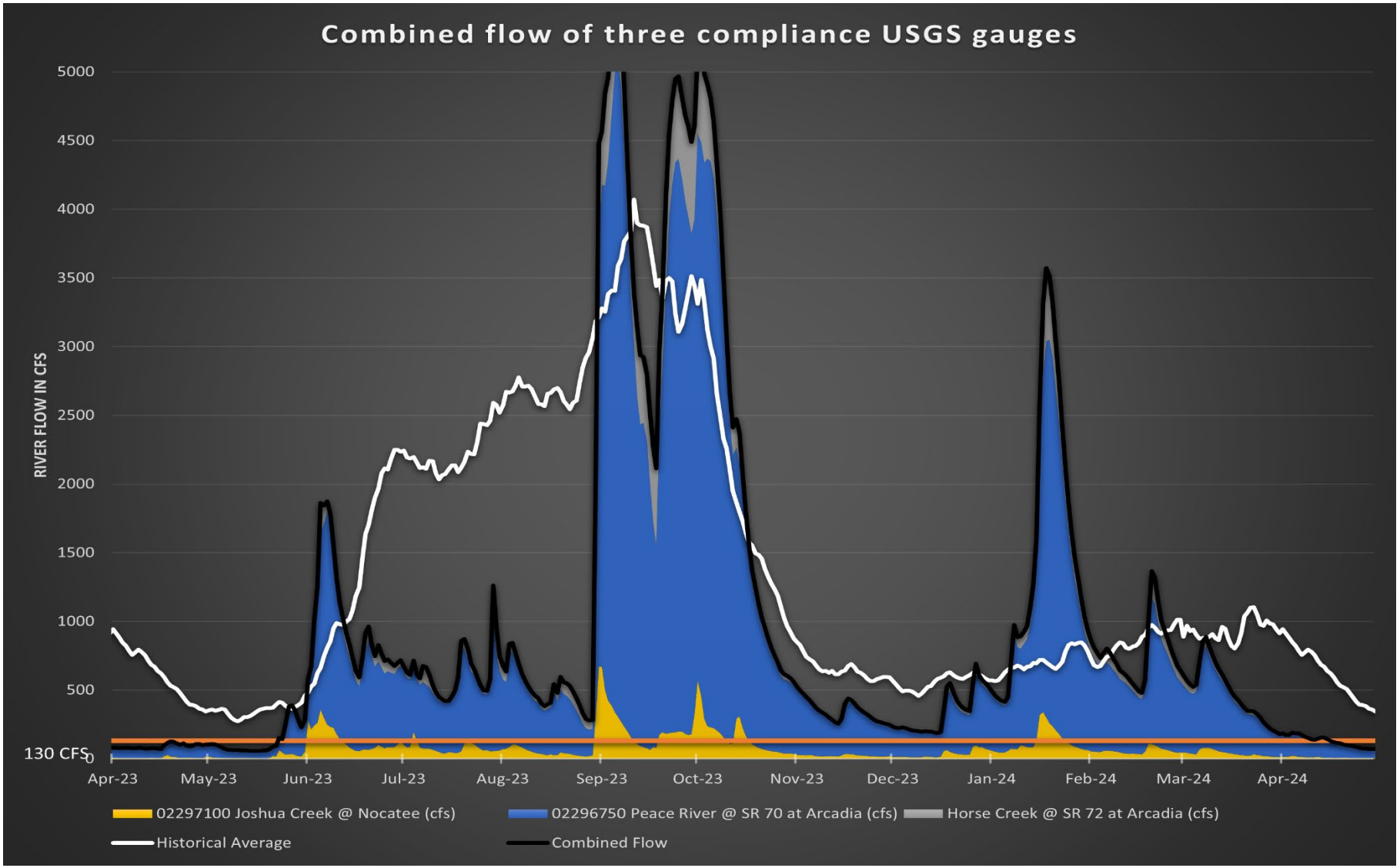


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS



River Withdrawals, Finished Water Production, & Demand (April 2023 – April 2024)

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 April 2024 (3.9 MGD) were 3.9 MGD higher than those that occurred in April 2023 (0.0 MGD).

Figure 4

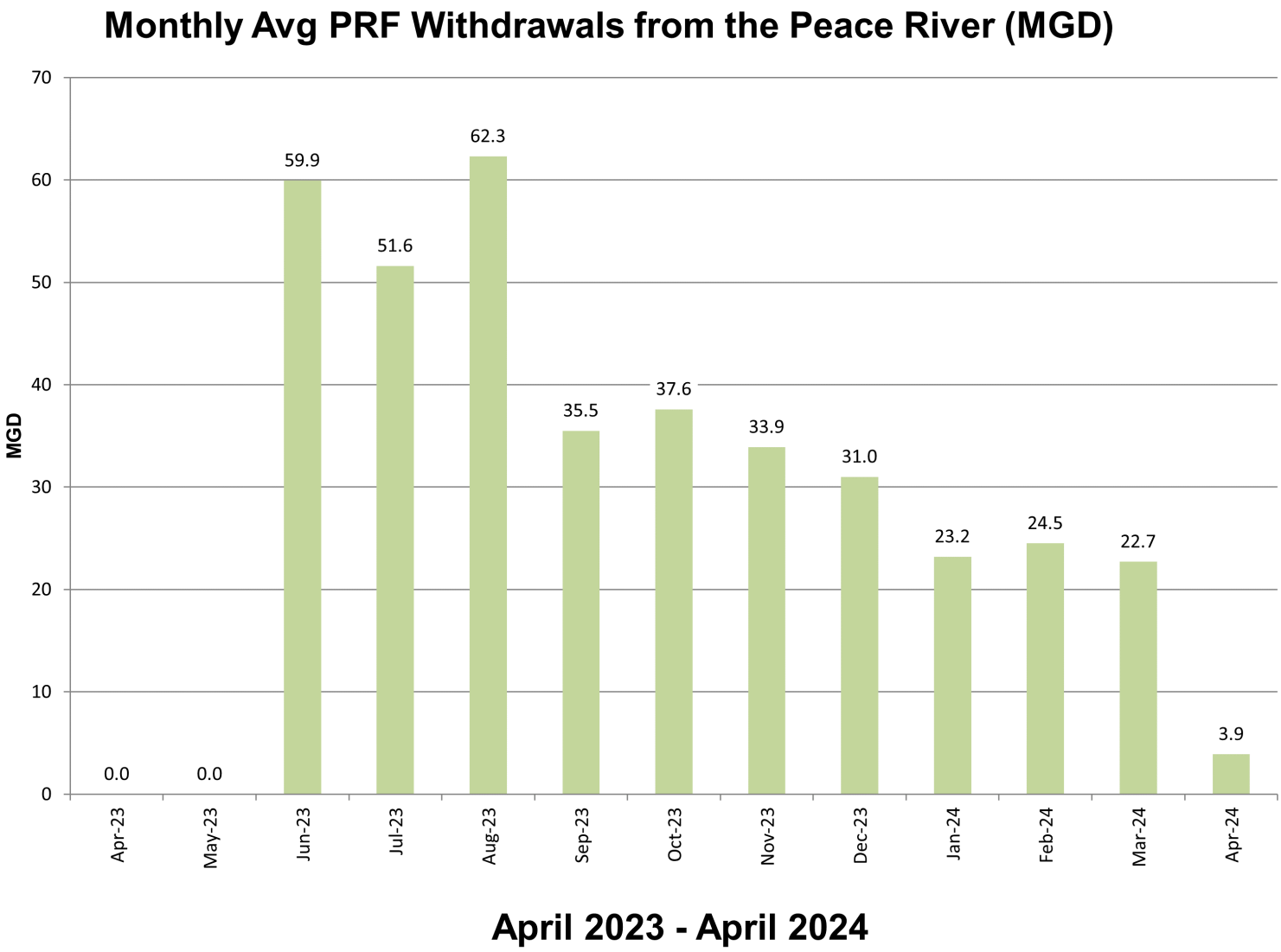
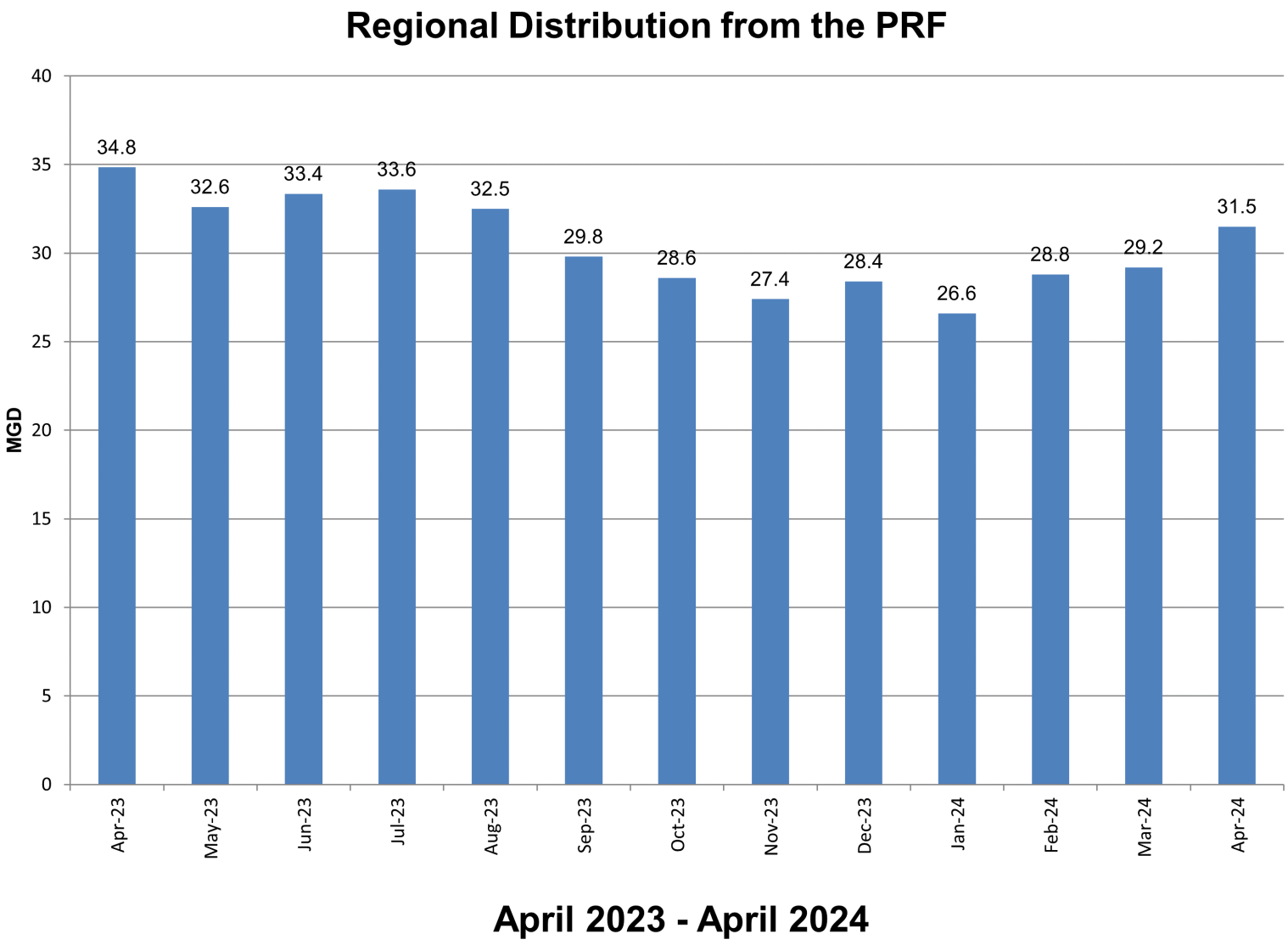


Figure 5 shows average daily finished water distributed to the regional network for each of the last 13-months in MGD. Finished water distribution averaged 31.5 MGD in April 2024, approximately 3.3 MGD less than in April 2023.

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



Stored Supplies at the PRF

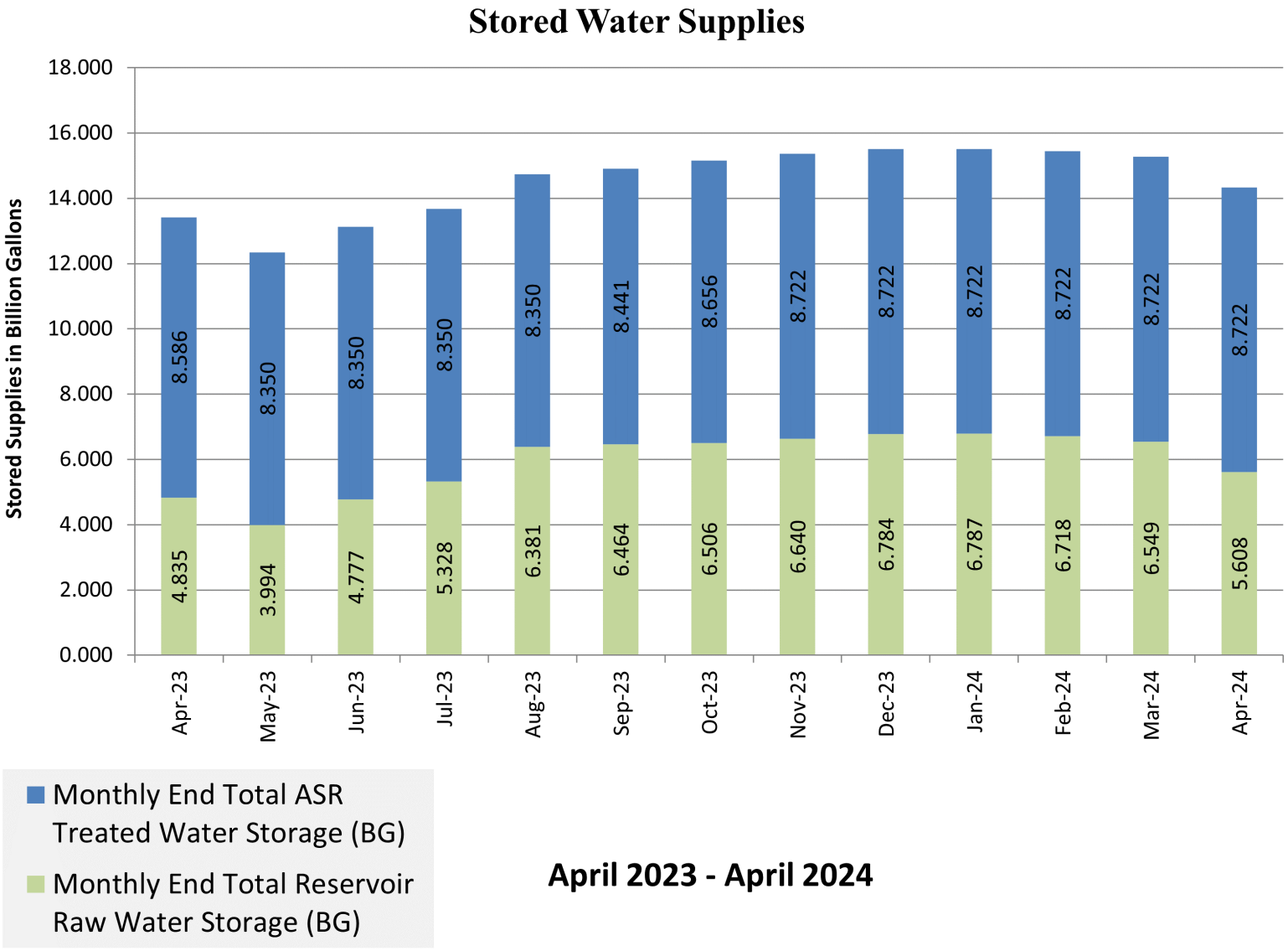
The Authority maintains two large capacity off-stream storage systems at the PRF. The primary storage is raw river water stored in Reservoir No. 1 and No. 2. When the flow in the River is high enough, a small percentage of that flow is harvested at the Authority's river intake pumping facility on the 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 April 30, 2024, was 5.608 BG, which was 0.773 BG more than April 2023 (4.835 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 8.722 BG stored in the ASR system as of April 30, 2024. 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 April 30, 2024, was 8.722 BG (2.422 BG greater than design storage capacity), and 0.136 BG greater than April 2023 (8.586 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 April 30, 2024, was approximately 14.33 BG, approximately 0.909 BG greater than total storage in April 2023 (13.421 BG).**

Figure 6


Stored Water Supplies
Stored Supplies in Billion Gallons
18.000
16.000
14.000
12.000
10.000
8.000
6.000
4.000
2.000
0.000
Apr-23
May-23
Jun-23
Jul-23
Aug-23
Sep-23
Oct-23
Nov-23
Dec-23
Jan-24
Feb-24
Mar-24
Apr-24
8.586
8.350
8.350
8.350
8.350
8.441
8.656
8.722
8.722
8.722
8.722
8.722
8.722
4.835
3.994
4.777
5.328
6.381
6.464
6.506
6.640
6.784
6.787
6.718
6.549
5.608
Monthly End Total ASR Treated Water Storage (BG)
Monthly End Total Reservoir Raw Water Storage (BG)
April 2023 - April 2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 2

Check Registers for March and April 2024

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/05/2024	DBT03052024	Valic	$	9,449.26
03/07/2024		QuickBooks Payroll Service	$	122,194.64
03/08/2024	DBT030824	United States Treasury	$	38,996.92
03/08/2024	40061	Florida Assoc for Water Quality Control	$	1,500.00
03/08/2024	40062	FLORIDA POWER & LIGHT COMPANY	$	202,745.65
03/08/2024	40063	Florida Rural Water Association	$	140.49
03/08/2024	40064	FLORIDA VALVE & EQUIPMENT, LLC	$	564.00
03/08/2024	40065	GRAYBAR	$	1,789.63
03/08/2024	40066	JET AUTO SERVICE	$	668.08
03/08/2024	40067	KED GROUP INC	$	17,063.20
03/08/2024	40068	NaturZone Pest Control	$	87.79
03/08/2024	40069	TIRE KINGDOM-Mavis Discount Tire	$	255.46
03/08/2024	40070	Waste Pro Bradenton/Sarasota	$	190.00
03/08/2024	40071	WATERISAC	$	2,310.00
03/08/2024	DBT03082024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
03/08/2024	ACH7033	ALLIED UNIVERSAL CORP	$	43,183.14
03/08/2024	ACH7034	AMAZON Business	$	181.72
03/08/2024	ACH7035	Apex	$	2,133.28
03/08/2024	ACH7036	ARROYO PROCESS EQUIPMENT, INC.	$	33,584.00
03/08/2024	ACH7037	BATTERIES PLUS BULBS #451	$	2,985.36
03/08/2024	ACH7038	Briggs Equipment Inc	$	25,808.72
03/08/2024	ACH7039	C & S CHEMICALS INC	$	62,094.48
03/08/2024	ACH7040	CAROLLO ENGINEERS INC	$	2,648.00
03/08/2024	ACH7041	CEC Controls Company Inc.	$	10,000.00
03/08/2024	ACH7042	CED - Port Charlotte	$	7,176.74
03/08/2024	ACH7043	CENTURYLINK	$	426.95
03/08/2024	ACH7044	CHARLOTTE COUNTY BD OF COMMISSIONER	$	109,805.90
03/08/2024	ACH7045	CHENANGO SUPPLY CO., INC.	$	117.70
03/08/2024	ACH7046	CINTAS	$	787.07
03/08/2024	ACH7047	DMS-FINANCIAL MGMT SERVICES	$	452.74
03/08/2024	ACH7048	FEDERAL EXPRESS	$	10.01
03/08/2024	ACH7049	FRONTIER-941	$	252.27
03/08/2024	ACH7050	GARNEY CONSTRUCTION	$	45,904.82
03/08/2024	ACH7051	GRAINGER	$	1,378.77
03/08/2024	ACH7052	Hach Company	$	829.15
03/08/2024	ACH7053	IDEXX DISTRIBUTION INC	$	325.18
03/08/2024	ACH7054	JOHNSON ENGINEERING INC	$	7,337.50
03/08/2024	ACH7055	Kiewit Water Facilities Florida Co	$	69,117.93
03/08/2024	ACH7056	KIMLEY-HORN AND ASSOCIATES INC	$	5,073.10
03/08/2024	ACH7057	MADER ELECTRIC INC	$	1,650.00
03/08/2024	ACH7058	MAIN GATE ENTERPRISES INC.	$	3,547.00
03/08/2024	ACH7059	MARK ORTEL	$	30.00
03/08/2024	ACH7060	METTLER-TOLEDO, LLC	$	498.58
03/08/2024	ACH7061	MOCK ENGINEERING TECHNOLOGIES	$	4,070.00
03/08/2024	ACH7062	Risk Management Associates Inc	$	1,138.00
03/08/2024	ACH7063	RS Americas	$	4,338.05
03/08/2024	ACH7064	SIMS CRANE & EQUIPMENT	$	1,922.70
03/08/2024	ACH7065	STANTEC CONSULTING SERVICES	$	7,788.47
03/08/2024	ACH7066	SUNSHINE ACE HARDWARE	$	119.48

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	ACH7067	SUTTER ROOFING COMPANY OF FLORIDA	$	16,627.66
03/08/2024	ACH7068	TOI TOI USA	$	433.48
03/08/2024	ACH7069	TRULY NOLEN BRANCH 079	$	318.00
03/08/2024	ACH7070	UNIVAR SOLUTIONS USA INC	$	31,005.99
03/08/2024	ACH7071	USA Bluebook	$	3,136.05
03/08/2024	ACH7072	Vanguard Cleaning Systems of SW Florida	$	2,400.00
03/08/2024	ACH7073	VOYAGER FLEET SYSTEMS INC	$	6,138.43
03/08/2024	ACH7074	WOMACK SANITATION INC	$	895.00
03/19/2024	DBT03222024	Valic	$	9,710.14
03/21/2024		QuickBooks Payroll Service	$	124,990.06
03/22/2024	40072	BILL'S BOTTLED WATER SERVICE	$	11.25
03/22/2024	40073	Braden River Utilities LLC	$	125.39
03/22/2024	40074	CHARLOTTE CO. CHAM OF COMMERCE	$	240.00
03/22/2024	40075	D M CONSTRUCTION CORP	$	15,075.17
03/22/2024	40076	EUROFINS EATON ANALYTICAL, LLC	$	473.00
03/22/2024	40077	FLORIDA WATER RESOURCES JOURNAL	$	242.00
03/22/2024	40078	JET AUTO SERVICE	$	245.00
03/22/2024	40079	Manatee County Utilities Department	$	328.31
03/22/2024	40080	PREFERRED GOVERNMENT INSURANCE TRUS	$	19,614.00
03/22/2024	40081	SAM'S CLUB	$	644.26
03/22/2024	40082	SPECIALTY PARTS	$	433.54
03/22/2024	40083	VERIZON WIRELESS	$	98.27
03/22/2024	DBT03182024	United States Treasury	$	40,433.18
03/22/2024	ACH7075	ADVANTAGE CARE INC.	$	40.00
03/22/2024	ACH7076	Agilent Technologies Inc	$	156.00
03/22/2024	ACH7077	AIRGAS USA LLC	$	250.29
03/22/2024	ACH7078	ALFA LAVAL INC	$	1,548.80
03/22/2024	ACH7079	ALLIED UNIVERSAL CORP	$	43,230.33
03/22/2024	ACH7080	AMAZON Business	$	282.09
03/22/2024	ACH7081	Apex	$	1,763.49
03/22/2024	ACH7082	BEAMEX INC	$	360.00
03/22/2024	ACH7083	Bird Barrier America Inc	$	316.05
03/22/2024	ACH7084	Briggs Equipment Inc	$	1,728.60
03/22/2024	ACH7085	Brimar Industries Inc.	$	1,538.94
03/22/2024	ACH7086	C & S CHEMICALS INC	$	123,760.70
03/22/2024	ACH7087	CED - Port Charlotte	$	1,924.27
03/22/2024	ACH7088	CHARLOTTE COUNTY BCC - LANDFILL	$	5,374.34
03/22/2024	ACH7089	CHENANGO SUPPLY CO., INC.	$	64.10
03/22/2024	ACH7090	Cimtec Automation, LLC	$	3,912.86
03/22/2024	ACH7091	CINTAS	$	744.15
03/22/2024	ACH7092	CINTAS FIRE 636525	$	2,686.67
03/22/2024	ACH7093	COLE-PARMER INSTRUMENT CO	$	253.20
03/22/2024	ACH7094	Century Fire Protection	$	312.00
03/22/2024	ACH7095	CORONADO LAWN SERVICE OF FL	$	5,288.00
03/22/2024	ACH7096	DESOTO COUNTY (V)	$	66,333.33
03/22/2024	ACH7097	DISCOVERY MANAGEMENT GROUP LLC	$	4,586.00
03/22/2024	ACH7098	EARTH BALANCE	$	6,495.10
03/22/2024	ACH7099	ENDRESS+HAUSER, INC.	$	4,290.40
03/22/2024	ACH7100	Environmental Science Associates	$	29,285.09

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/22/2024	ACH7101	FEL-FT MYERS WATERWORKS	$	1,939.60
03/22/2024	ACH7102	Fisher Scientific	$	1,111.61
03/22/2024	ACH7103	Florida Coast Equipment	$	2,699.19
03/22/2024	ACH7104	Flotech INC	$	8,312.57
03/22/2024	ACH7105	FRONTIER COMMUNICATIONS-305	$	240.98
03/22/2024	ACH7106	GARNEY CONSTRUCTION	$	52,652.56
03/22/2024	ACH7107	GRAINGER	$	2,949.77
03/22/2024	ACH7108	Hach Company	$	22,279.42
03/22/2024	ACH7109	HAZEN AND SAWYER	$	24,204.00
03/22/2024	ACH7110	Hostetler Irrigation Inc	$	203.97
03/22/2024	ACH7111	HVMI LLC	$	37,639.80
03/22/2024	ACH7112	Jacobi Carbons Inc	$	68,852.80
03/22/2024	ACH7113	JOHNSON ENGINEERING INC	$	6,908.75
03/22/2024	ACH7114	Kiewit Water Facilities Florida Co	$	52,544.80
03/22/2024	ACH7115	Lumen-CenturyLink-6358	$	1,647.71
03/22/2024	ACH7116	Lumen - Centurylink 3363	$	169.31
03/22/2024	ACH7117	MANSON BOLVES DONALDSON TANNER	$	33,692.81
03/22/2024	ACH7118	Matt's Lawn Service	$	775.00
03/22/2024	ACH7119	MOCK ENGINEERING TECHNOLOGIES	$	140.00
03/22/2024	ACH7120	MSC INDUSTRIAL SUPPLY CO	$	1,369.80
03/22/2024	ACH7121	NAVITAS CREDIT CORP	$	428.22
03/22/2024	ACH7122	Pitney Bowes- Lease	$	209.85
03/22/2024	ACH7123	PRO-CHEM INC	$	807.40
03/22/2024	ACH7124	Public Resources Advisory Group Inc	$	3,506.25
03/22/2024	ACH7125	RESPEC Company LLC	$	1,870.00
03/22/2024	ACH7126	Rhino Lining of Port Charlotte-Auto-Tech	$	1,400.00
03/22/2024	ACH7127	ROGERS PETROLEUM INC	$	4,547.92
03/22/2024	ACH7128	SMARTSIGHTS, LLC	$	650.00
03/22/2024	ACH7129	STANTEC CONSULTING SERVICES	$	6,590.94
03/22/2024	ACH7130	Sumner Land Management LLC	$	9,680.10
03/22/2024	ACH7131	SUNSHINE ACE HARDWARE	$	493.67
03/22/2024	ACH7132	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
03/22/2024	ACH7133	Tanner Industries, Inc	$	6,426.23
03/22/2024	ACH7134	UNIVAR SOLUTIONS USA INC	$	107,498.32
03/22/2024	ACH7135	USA Bluebook	$	15,512.96
03/22/2024	ACH7136	Veteran Air, Heating & Electrical	$	3,088.00
03/22/2024	DBT032224	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
03/25/2024	EFT032524	PNC Bank (Credit Card)	$	8,417.73
03/28/2024	EFT032024	FLORIDA DIVISION OF RETIREMENT	$	64,983.26
04/04/2024		QuickBooks Payroll Service	$	118,746.08
04/05/2024	40084	FLORIDA POWER & LIGHT COMPANY	$	191,851.88
04/05/2024	40085	NaturZone Pest Control	$	87.79
04/05/2024	40086	TRACTOR SUPPLY COMPANY CREDIT PLAN	$	102.75
04/05/2024	40087	Waste Pro Bradenton/Sarasota	$	190.00
04/05/2024	ACH7137	ALLIED UNIVERSAL CORP	$	36,024.56
04/05/2024	ACH7138	AMAZON Business	$	794.05
04/05/2024	ACH7139	Apex	$	1,627.00
04/05/2024	ACH7140	BENCHMARK ENVIROANALYTICAL INC	$	5,157.00
04/05/2024	ACH7141	BLUEBEAM, INC.	$	600.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/05/2024	ACH7142	Brown and Caldwell	$	89,344.75
04/05/2024	ACH7143	C & S CHEMICALS INC	$	89,722.08
04/05/2024	ACH7144	CENTURYLINK	$	426.95
04/05/2024	ACH7145	CINTAS	$	214.00
04/05/2024	ACH7146	COLE-PARMER INSTRUMENT CO	$	540.04
04/05/2024	ACH7147	DMS-FINANCIAL MGMT SERVICES	$	453.42
04/05/2024	ACH7148	EARTH BALANCE	$	4,421.31
04/05/2024	ACH7149	Entech Computer Services LLC	$	12,653.20
04/05/2024	ACH7150	FEDERAL EXPRESS	$	20.25
04/05/2024	ACH7151	FRONTIER-941	$	252.27
04/05/2024	ACH7152	Hach Company	$	6,832.47
04/05/2024	ACH7153	Jacobi Carbons Inc	$	70,251.20
04/05/2024	ACH7154	JOHNSON ENGINEERING INC	$	19,650.00
04/05/2024	ACH7155	Locher Environmental LLC	$	2,622.40
04/05/2024	ACH7156	Natural Resources LLC	$	45,113.64
04/05/2024	ACH7157	PURVIS GRAY & COMPANY	$	33,500.00
04/05/2024	ACH7158	REXEL USA Inc	$	1,113.43
04/05/2024	ACH7159	Rhino Lining of Port Charlotte-Auto-Tech	$	1,759.25
04/05/2024	ACH7160	RING POWER CORPORATION	$	1,444.50
04/05/2024	ACH7161	Rite Technology	$	1,958.87
04/05/2024	ACH7162	SEAN N. O'CONNOR	$	200.00
04/05/2024	ACH7163	SUNSHINE ACE HARDWARE	$	22.98
04/05/2024	ACH7164	SYLOGISTMISSION, INC.	$	36,000.00
04/05/2024	ACH7165	Tanner Industries, Inc	$	6,392.17
04/05/2024	ACH7166	TOI TOI USA	$	433.48
04/05/2024	ACH7167	ULINE	$	418.61
04/05/2024	ACH7168	UNIVAR SOLUTIONS USA INC	$	52,592.91
04/05/2024	ACH7169	Vanguard Cleaning Systems of SW Florida	$	2,400.00
04/05/2024	ACH7170	VOYAGER FLEET SYSTEMS INC	$	3,665.49
04/05/2024	DBT04052024	United States Treasury	$	38,262.68
04/05/2024	DBT040524	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/05/2024	DBT4052024	Valic	$	11,390.02
04/17/2024	DBT04172024	Valic	$	11,365.16
04/18/2024		QuickBooks Payroll Service	$	119,182.75
04/19/2024	40088	BILL'S BOTTLED WATER SERVICE	$	11.25
04/19/2024	40089	Braden River Utilities LLC	$	112.52
04/19/2024	40090	D M CONSTRUCTION CORP	$	15,465.35
04/19/2024	40091	EUROFINS EATON ANALYTICAL, LLC	$	473.00
04/19/2024	40092	Florida Department of Health	$	2,000.00
04/19/2024	40093	HOME DEPOT	$	11.98
04/19/2024	40094	Manatee County Utilities Department	$	325.81
04/19/2024	40095	PNC Bank N A	$	2,243.84
04/19/2024	40097	SMITH RANCH & GARDEN INC	$	833.00
04/19/2024	40098	TEST GAUGE INC	$	91.73
04/19/2024	40099	VERIZON WIRELESS	$	150.08
04/19/2024	ACH7171	AA ELECTRIC SE INC	$	1,454.82
04/19/2024	ACH7172	AAA Cooper Transportation	$	238.82
04/19/2024	ACH7173	AECOM TECHNICAL SERVICES INC	$	2,653.10
04/19/2024	ACH7174	AIR CENTERS-FLORIDA	$	163,214.04

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7175	Air Mechanical & Service Corp	$	3,794.00
04/19/2024	ACH7176	ALLIED UNIVERSAL CORP	$	43,329.00
04/19/2024	ACH7177	AMAZON Business	$	3,139.93
04/19/2024	ACH7178	ANDREW KOLBENSCHLAG (V)	$	265.00
04/19/2024	ACH7179	Apex	$	262.19
04/19/2024	ACH7180	ARROYO PROCESS EQUIPMENT, INC.	$	2,187.84
04/19/2024	ACH7181	BENCHMARK ENVIROANALYTICAL INC	$	3,547.00
04/19/2024	ACH7182	Briggs Equipment Inc	$	2,305.07
04/19/2024	ACH7183	C & S CHEMICALS INC	$	65,948.82
04/19/2024	ACH7184	Carl Eric Johnson Inc	$	8,384.00
04/19/2024	ACH7185	CED - Port Charlotte	$	7,226.73
04/19/2024	ACH7186	Century Fire Protection	$	405.90
04/19/2024	ACH7187	Certain Services INC	$	125.00
04/19/2024	ACH7188	CHARLOTTE COUNTY BCC - LANDFILL	$	4,709.18
04/19/2024	ACH7189	CHARLOTTE COUNTY BD OF COMMISSIONER	$	106,942.60
04/19/2024	ACH7190	Cimtec Automation, LLC	$	761.43
04/19/2024	ACH7191	CINTAS	$	743.32
04/19/2024	ACH7192	CINTAS FIRE 636525	$	2,282.85
04/19/2024	ACH7193	COOL TODAY	$	462.50
04/19/2024	ACH7194	DESOTO COUNTY (V)	$	66,333.33
04/19/2024	ACH7195	DONALD MORTON (V)	$	160.00
04/19/2024	ACH7196	EARTH BALANCE	$	295.00
04/19/2024	ACH7197	Entech Computer Services LLC	$	6,318.60
04/19/2024	ACH7198	Environmental Science Associates	$	28,517.93
04/19/2024	ACH7199	FEDERAL EXPRESS	$	31.63
04/19/2024	ACH7200	Fisher Scientific	$	4,823.95
04/19/2024	ACH7201	Flatiron Llft Systems, LLC	$	7,838.00
04/19/2024	ACH7202	FLUID CONTROL SPECIALTIES INC	$	4,790.00
04/19/2024	ACH7203	FRONTIER COMMUNICATIONS-305	$	240.98
04/19/2024	ACH7204	GARNEY CONSTRUCTION	$	140,369.25
04/19/2024	ACH7205	GRAINGER	$	1,198.94
04/19/2024	ACH7206	Hach Company	$	440.00
04/19/2024	ACH7207	HALFACRE CONSTRUCTION COMPANY	$	11,299.00
04/19/2024	ACH7208	Hudson Pump	$	25,246.90
04/19/2024	ACH7209	HVMI LLC	$	16,139.24
04/19/2024	ACH7210	IDEXX DISTRIBUTION INC	$	1,097.65
04/19/2024	ACH7211	Jacobi Carbons Inc	$	70,288.00
04/19/2024	ACH7212	Jim Guida (V)	$	286.09
04/19/2024	ACH7213	JOHNSON ENGINEERING INC	$	47,850.00
04/19/2024	ACH7214	Lumen - Centurylink 3363	$	168.64
04/19/2024	ACH7215	MADER ELECTRIC INC	$	4,588.00
04/19/2024	ACH7216	MAIN GATE ENTERPRISES INC.	$	1,773.50
04/19/2024	ACH7217	NAVITAS CREDIT CORP	$	211.58
04/19/2024	ACH7218	OVIVO USA LLC	$	1,607,000.00
04/19/2024	ACH7219	PMC-STS INC	$	2,490.22
04/19/2024	ACH7220	Precision Gate & Security Inc	$	400.00
04/19/2024	ACH7221	PRO-CHEM INC	$	955.46
04/19/2024	ACH7222	RESPEC Company LLC	$	2,625.00
04/19/2024	ACH7223	RING POWER CORPORATION	$	9,812.66

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7224	RS Americas	$	1,865.32
04/19/2024	ACH7225	SOUTHWEST MOBILE MECHANIC	$	2,330.00
04/19/2024	ACH7226	STANTEC CONSULTING SERVICES	$	43,393.25
04/19/2024	ACH7227	SUNSHINE ACE HARDWARE	$	143.85
04/19/2024	ACH7228	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
04/19/2024	ACH7229	THE BANK OF NEW YORK MELLON	$	825.00
04/19/2024	ACH7230	UNIVAR SOLUTIONS USA INC	$	50,670.69
04/19/2024	ACH7231	WOMACK SANITATION INC	$	453.00
04/19/2024	DBT04192024	United States Treasury	$	38,390.46
04/19/2024	DBT4192024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/25/2024	EFT042524	PNC Bank (Credit Card)	$	5,033.56
04/30/2024	EFT04302024	FLORIDA DIVISION OF RETIREMENT	$	64,460.51
04/30/2024	DBT04302024	Valic	$	11,576.23
			Total	**$ 5,741,774.80**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7171	AA ELECTRIC SE INC	$	1,454.82
04/19/2024	ACH7172	AAA Cooper Transportation	$	238.82
03/22/2024	ACH7075	ADVANTAGE CARE INC.	$	40.00
04/19/2024	ACH7173	AECOM TECHNICAL SERVICES INC	$	2,653.10
03/22/2024	ACH7076	Agilent Technologies Inc	$	156.00
04/19/2024	ACH7174	AIR CENTERS-FLORIDA	$	163,214.04
04/19/2024	ACH7175	Air Mechanical & Service Corp	$	3,794.00
03/22/2024	ACH7077	AIRGAS USA LLC	$	250.29
03/22/2024	ACH7078	ALFA LAVAL INC	$	1,548.80
03/08/2024	ACH7033	ALLIED UNIVERSAL CORP	$	43,183.14
03/22/2024	ACH7079	ALLIED UNIVERSAL CORP	$	43,230.33
04/05/2024	ACH7137	ALLIED UNIVERSAL CORP	$	36,024.56
04/19/2024	ACH7176	ALLIED UNIVERSAL CORP	$	43,329.00
03/08/2024	ACH7034	AMAZON Business	$	181.72
03/22/2024	ACH7080	AMAZON Business	$	282.09
04/05/2024	ACH7138	AMAZON Business	$	794.05
04/19/2024	ACH7177	AMAZON Business	$	3,139.93
04/19/2024	ACH7178	ANDREW KOLBENSCHLAG (V)	$	265.00
03/08/2024	ACH7035	Apex	$	2,133.28
03/22/2024	ACH7081	Apex	$	1,763.49
04/05/2024	ACH7139	Apex	$	1,627.00
04/19/2024	ACH7179	Apex	$	262.19
03/08/2024	ACH7036	ARROYO PROCESS EQUIPMENT, INC.	$	33,584.00
04/19/2024	ACH7180	ARROYO PROCESS EQUIPMENT, INC.	$	2,187.84
03/08/2024	ACH7037	BATTERIES PLUS BULBS #451	$	2,985.36
03/22/2024	ACH7082	BEAMEX INC	$	360.00
04/05/2024	ACH7140	BENCHMARK ENVIROANALYTICAL INC	$	5,157.00
04/19/2024	ACH7181	BENCHMARK ENVIROANALYTICAL INC	$	3,547.00
03/22/2024	40072	BILL'S BOTTLED WATER SERVICE	$	11.25
04/19/2024	40088	BILL'S BOTTLED WATER SERVICE	$	11.25
03/22/2024	ACH7083	Bird Barrier America Inc	$	316.05
04/05/2024	ACH7141	BLUEBEAM, INC.	$	600.00
03/22/2024	40073	Braden River Utilities LLC	$	125.39
04/19/2024	40089	Braden River Utilities LLC	$	112.52
03/08/2024	ACH7038	Briggs Equipment Inc	$	25,808.72
03/22/2024	ACH7084	Briggs Equipment Inc	$	1,728.60
04/19/2024	ACH7182	Briggs Equipment Inc	$	2,305.07
03/22/2024	ACH7085	Brimar Industries Inc.	$	1,538.94
04/05/2024	ACH7142	Brown and Caldwell	$	89,344.75
03/08/2024	ACH7039	C & S CHEMICALS INC	$	62,094.48
03/22/2024	ACH7086	C & S CHEMICALS INC	$	123,760.70
04/05/2024	ACH7143	C & S CHEMICALS INC	$	89,722.08
04/19/2024	ACH7183	C & S CHEMICALS INC	$	65,948.82
04/19/2024	ACH7184	Carl Eric Johnson Inc	$	8,384.00
03/08/2024	ACH7040	CAROLLO ENGINEERS INC	$	2,648.00
03/08/2024	ACH7041	CEC Controls Company Inc.	$	10,000.00
03/08/2024	ACH7042	CED - Port Charlotte	$	7,176.74
03/22/2024	ACH7087	CED - Port Charlotte	$	1,924.27
04/19/2024	ACH7185	CED - Port Charlotte	$	7,226.73

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/22/2024	ACH7094	Century Fire Protection	$	312.00
04/19/2024	ACH7186	Century Fire Protection	$	405.90
03/08/2024	ACH7043	CENTURYLINK	$	426.95
04/05/2024	ACH7144	CENTURYLINK	$	426.95
04/19/2024	ACH7187	Certain Services INC	$	125.00
03/22/2024	40074	CHARLOTTE CO. CHAM OF COMMERCE	$	240.00
03/22/2024	ACH7088	CHARLOTTE COUNTY BCC - LANDFILL	$	5,374.34
04/19/2024	ACH7188	CHARLOTTE COUNTY BCC - LANDFILL	$	4,709.18
03/08/2024	ACH7044	CHARLOTTE COUNTY BD OF COMMISSIONER	$	109,805.90
04/19/2024	ACH7189	CHARLOTTE COUNTY BD OF COMMISSIONER	$	106,942.60
03/08/2024	ACH7045	CHENANGO SUPPLY CO., INC.	$	117.70
03/22/2024	ACH7089	CHENANGO SUPPLY CO., INC.	$	64.10
03/22/2024	ACH7090	Cimtec Automation, LLC	$	3,912.86
04/19/2024	ACH7190	Cimtec Automation, LLC	$	761.43
03/08/2024	ACH7046	CINTAS	$	787.07
03/22/2024	ACH7091	CINTAS	$	744.15
04/05/2024	ACH7145	CINTAS	$	214.00
04/19/2024	ACH7191	CINTAS	$	743.32
03/22/2024	ACH7092	CINTAS FIRE 636525	$	2,686.67
04/19/2024	ACH7192	CINTAS FIRE 636525	$	2,282.85
03/22/2024	ACH7093	COLE-PARMER INSTRUMENT CO	$	253.20
04/05/2024	ACH7146	COLE-PARMER INSTRUMENT CO	$	540.04
04/19/2024	ACH7193	COOL TODAY	$	462.50
03/22/2024	ACH7095	CORONADO LAWN SERVICE OF FL	$	5,288.00
03/22/2024	40075	D M CONSTRUCTION CORP	$	15,075.17
04/19/2024	40090	D M CONSTRUCTION CORP	$	15,465.35
03/22/2024	ACH7096	DESOTO COUNTY (V)	$	66,333.33
04/19/2024	ACH7194	DESOTO COUNTY (V)	$	66,333.33
03/22/2024	ACH7097	DISCOVERY MANAGEMENT GROUP LLC	$	4,586.00
03/08/2024	ACH7047	DMS-FINANCIAL MGMT SERVICES	$	452.74
04/05/2024	ACH7147	DMS-FINANCIAL MGMT SERVICES	$	453.42
04/19/2024	ACH7195	DONALD MORTON (V)	$	160.00
03/22/2024	ACH7098	EARTH BALANCE	$	6,495.10
04/05/2024	ACH7148	EARTH BALANCE	$	4,421.31
04/19/2024	ACH7196	EARTH BALANCE	$	295.00
03/22/2024	ACH7099	ENDRESS+HAUSER, INC.	$	4,290.40
04/05/2024	ACH7149	Entech Computer Services LLC	$	12,653.20
04/19/2024	ACH7197	Entech Computer Services LLC	$	6,318.60
03/22/2024	ACH7100	Environmental Science Associates	$	29,285.09
04/19/2024	ACH7198	Environmental Science Associates	$	28,517.93
03/22/2024	40076	EUROFINS EATON ANALYTICAL, LLC	$	473.00
04/19/2024	40091	EUROFINS EATON ANALYTICAL, LLC	$	473.00
03/08/2024	ACH7048	FEDERAL EXPRESS	$	10.01
04/05/2024	ACH7150	FEDERAL EXPRESS	$	20.25
04/19/2024	ACH7199	FEDERAL EXPRESS	$	31.63
03/22/2024	ACH7101	FEL-FT MYERS WATERWORKS	$	1,939.60
03/22/2024	ACH7102	Fisher Scientific	$	1,111.61
04/19/2024	ACH7200	Fisher Scientific	$	4,823.95
04/19/2024	ACH7201	Flatiron Llft Systems, LLC	$	7,838.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	40061	Florida Assoc for Water Quality Control	$	1,500.00
03/22/2024	ACH7103	Florida Coast Equipment	$	2,699.19
04/19/2024	40092	Florida Department of Health	$	2,000.00
03/28/2024	EFT032024	FLORIDA DIVISION OF RETIREMENT	$	64,983.26
04/30/2024	EFT04302024	FLORIDA DIVISION OF RETIREMENT	$	64,460.51
03/08/2024	40062	FLORIDA POWER & LIGHT COMPANY	$	202,745.65
04/05/2024	40084	FLORIDA POWER & LIGHT COMPANY	$	191,851.88
03/08/2024	40063	Florida Rural Water Association	$	140.49
03/08/2024	40064	FLORIDA VALVE & EQUIPMENT, LLC	$	564.00
03/22/2024	40077	FLORIDA WATER RESOURCES JOURNAL	$	242.00
03/22/2024	ACH7104	Flotech INC	$	8,312.57
04/19/2024	ACH7202	FLUID CONTROL SPECIALTIES INC	$	4,790.00
03/22/2024	ACH7105	FRONTIER COMMUNICATIONS-305	$	240.98
04/19/2024	ACH7203	FRONTIER COMMUNICATIONS-305	$	240.98
03/08/2024	ACH7049	FRONTIER-941	$	252.27
04/05/2024	ACH7151	FRONTIER-941	$	252.27
03/08/2024	ACH7050	GARNEY CONSTRUCTION	$	45,904.82
03/22/2024	ACH7106	GARNEY CONSTRUCTION	$	52,652.56
04/19/2024	ACH7204	GARNEY CONSTRUCTION	$	140,369.25
03/08/2024	ACH7051	GRAINGER	$	1,378.77
03/22/2024	ACH7107	GRAINGER	$	2,949.77
04/19/2024	ACH7205	GRAINGER	$	1,198.94
03/08/2024	40065	GRAYBAR	$	1,789.63
03/08/2024	ACH7052	Hach Company	$	829.15
03/22/2024	ACH7108	Hach Company	$	22,279.42
04/05/2024	ACH7152	Hach Company	$	6,832.47
04/19/2024	ACH7206	Hach Company	$	440.00
04/19/2024	ACH7207	HALFACRE CONSTRUCTION COMPANY	$	11,299.00
03/22/2024	ACH7109	HAZEN AND SAWYER	$	24,204.00
04/19/2024	40093	HOME DEPOT	$	11.98
03/22/2024	ACH7110	Hostetler Irrigation Inc	$	203.97
04/19/2024	ACH7208	Hudson Pump	$	25,246.90
03/22/2024	ACH7111	HVMI LLC	$	37,639.80
04/19/2024	ACH7209	HVMI LLC	$	16,139.24
03/08/2024	ACH7053	IDEXX DISTRIBUTION INC	$	325.18
04/19/2024	ACH7210	IDEXX DISTRIBUTION INC	$	1,097.65
03/22/2024	ACH7112	Jacobi Carbons Inc	$	68,852.80
04/05/2024	ACH7153	Jacobi Carbons Inc	$	70,251.20
04/19/2024	ACH7211	Jacobi Carbons Inc	$	70,288.00
03/08/2024	40066	JET AUTO SERVICE	$	668.08
03/22/2024	40078	JET AUTO SERVICE	$	245.00
04/19/2024	ACH7212	Jim Guida (V)	$	286.09
03/08/2024	ACH7054	JOHNSON ENGINEERING INC	$	7,337.50
03/22/2024	ACH7113	JOHNSON ENGINEERING INC	$	6,908.75
04/05/2024	ACH7154	JOHNSON ENGINEERING INC	$	19,650.00
04/19/2024	ACH7213	JOHNSON ENGINEERING INC	$	47,850.00
03/08/2024	40067	KED GROUP INC	$	17,063.20
03/08/2024	ACH7055	Kiewit Water Facilities Florida Co	$	69,117.93
03/22/2024	ACH7114	Kiewit Water Facilities Florida Co	$	52,544.80

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	ACH7056	KIMLEY-HORN AND ASSOCIATES INC	$	5,073.10
04/05/2024	ACH7155	Locher Environmental LLC	$	2,622.40
03/22/2024	ACH7116	Lumen - Centurylink 3363	$	169.31
04/19/2024	ACH7214	Lumen - Centurylink 3363	$	168.64
03/22/2024	ACH7115	Lumen-CenturyLink-6358	$	1,647.71
03/08/2024	ACH7057	MADER ELECTRIC INC	$	1,650.00
04/19/2024	ACH7215	MADER ELECTRIC INC	$	4,588.00
03/08/2024	ACH7058	MAIN GATE ENTERPRISES INC.	$	3,547.00
04/19/2024	ACH7216	MAIN GATE ENTERPRISES INC.	$	1,773.50
03/22/2024	40079	Manatee County Utilities Department	$	328.31
04/19/2024	40094	Manatee County Utilities Department	$	325.81
03/22/2024	ACH7117	MANSON BOLVES DONALDSON TANNER	$	33,692.81
03/08/2024	ACH7059	MARK ORTEL	$	30.00
03/22/2024	ACH7118	Matt's Lawn Service	$	775.00
03/08/2024	ACH7060	METTLER-TOLEDO, LLC	$	498.58
03/08/2024	ACH7061	MOCK ENGINEERING TECHNOLOGIES	$	4,070.00
03/22/2024	ACH7119	MOCK ENGINEERING TECHNOLOGIES	$	140.00
03/22/2024	ACH7120	MSC INDUSTRIAL SUPPLY CO	$	1,369.80
04/05/2024	ACH7156	Natural Resources LLC	$	45,113.64
03/08/2024	40068	NaturZone Pest Control	$	87.79
04/05/2024	40085	NaturZone Pest Control	$	87.79
03/22/2024	ACH7121	NAVITAS CREDIT CORP	$	428.22
04/19/2024	ACH7217	NAVITAS CREDIT CORP	$	211.58
04/19/2024	ACH7218	OVIVO USA LLC	$	1,607,000.00
03/22/2024	ACH7122	Pitney Bowes- Lease	$	209.85
04/19/2024	ACH7219	PMC-STS INC	$	2,490.22
03/25/2024	EFT032524	PNC Bank (Credit Card)	$	8,417.73
04/25/2024	EFT042524	PNC Bank (Credit Card)	$	5,033.56
04/19/2024	40095	PNC Bank N A	$	2,243.84
04/19/2024	ACH7220	Precision Gate & Security Inc	$	400.00
03/22/2024	40080	PREFERRED GOVERNMENT INSURANCE TRUS	$	19,614.00
03/22/2024	ACH7123	PRO-CHEM INC	$	807.40
04/19/2024	ACH7221	PRO-CHEM INC	$	955.46
03/22/2024	ACH7124	Public Resources Advisory Group Inc	$	3,506.25
04/05/2024	ACH7157	PURVIS GRAY & COMPANY	$	33,500.00
03/07/2024		QuickBooks Payroll Service	$	122,194.64
03/21/2024		QuickBooks Payroll Service	$	124,990.06
04/04/2024		QuickBooks Payroll Service	$	118,746.08
04/18/2024		QuickBooks Payroll Service	$	119,182.75
03/22/2024	ACH7125	RESPEC Company LLC	$	1,870.00
04/19/2024	ACH7222	RESPEC Company LLC	$	2,625.00
04/05/2024	ACH7158	REXEL USA Inc	$	1,113.43
03/22/2024	ACH7126	Rhino Lining of Port Charlotte-Auto-Tech	$	1,400.00
04/05/2024	ACH7159	Rhino Lining of Port Charlotte-Auto-Tech	$	1,759.25
04/05/2024	ACH7160	RING POWER CORPORATION	$	1,444.50
04/19/2024	ACH7223	RING POWER CORPORATION	$	9,812.66
03/08/2024	ACH7062	Risk Management Associates Inc	$	1,138.00
04/05/2024	ACH7161	Rite Technology	$	1,958.87
03/22/2024	ACH7127	ROGERS PETROLEUM INC	$	4,547.92

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	ACH7063	RS Americas	$	4,338.05
04/19/2024	ACH7224	RS Americas	$	1,865.32
03/22/2024	40081	SAM'S CLUB	$	644.26
04/05/2024	ACH7162	SEAN N. O'CONNOR	$	200.00
03/08/2024	ACH7064	SIMS CRANE & EQUIPMENT	$	1,922.70
03/22/2024	ACH7128	SMARTSIGHTS, LLC	$	650.00
04/19/2024	40097	SMITH RANCH & GARDEN INC	$	833.00
04/19/2024	ACH7225	SOUTHWEST MOBILE MECHANIC	$	2,330.00
03/22/2024	40082	SPECIALTY PARTS	$	433.54
03/08/2024	ACH7065	STANTEC CONSULTING SERVICES	$	7,788.47
03/22/2024	ACH7129	STANTEC CONSULTING SERVICES	$	6,590.94
04/19/2024	ACH7226	STANTEC CONSULTING SERVICES	$	43,393.25
03/08/2024	DBT03082024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
03/22/2024	DBT032224	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/05/2024	DBT040524	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/19/2024	DBT4192024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
03/22/2024	ACH7130	Sumner Land Management LLC	$	9,680.10
03/08/2024	ACH7066	SUNSHINE ACE HARDWARE	$	119.48
03/22/2024	ACH7131	SUNSHINE ACE HARDWARE	$	493.67
04/05/2024	ACH7163	SUNSHINE ACE HARDWARE	$	22.98
04/19/2024	ACH7227	SUNSHINE ACE HARDWARE	$	143.85
03/22/2024	ACH7132	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
04/19/2024	ACH7228	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
03/08/2024	ACH7067	SUTTER ROOFING COMPANY OF FLORIDA	$	16,627.66
04/05/2024	ACH7164	SYLOGISTMISSION, INC.	$	36,000.00
03/22/2024	ACH7133	Tanner Industries, Inc	$	6,426.23
04/05/2024	ACH7165	Tanner Industries, Inc	$	6,392.17
04/19/2024	40098	TEST GAUGE INC	$	91.73
04/19/2024	ACH7229	THE BANK OF NEW YORK MELLON	$	825.00
03/08/2024	40069	TIRE KINGDOM-Mavis Discount Tire	$	255.46
03/08/2024	ACH7068	TOI TOI USA	$	433.48
04/05/2024	ACH7166	TOI TOI USA	$	433.48
04/05/2024	40086	TRACTOR SUPPLY COMPANY CREDIT PLAN	$	102.75
03/08/2024	ACH7069	TRULY NOLEN BRANCH 079	$	318.00
04/05/2024	ACH7167	ULINE	$	418.61
03/08/2024	DBT030824	United States Treasury	$	38,996.92
03/22/2024	DBT03182024	United States Treasury	$	40,433.18
04/05/2024	DBT04052024	United States Treasury	$	38,262.68
04/19/2024	DBT04192024	United States Treasury	$	38,390.46
03/08/2024	ACH7070	UNIVAR SOLUTIONS USA INC	$	31,005.99
03/22/2024	ACH7134	UNIVAR SOLUTIONS USA INC	$	107,498.32
04/05/2024	ACH7168	UNIVAR SOLUTIONS USA INC	$	52,592.91
04/19/2024	ACH7230	UNIVAR SOLUTIONS USA INC	$	50,670.69
03/08/2024	ACH7071	USA Bluebook	$	3,136.05
03/22/2024	ACH7135	USA Bluebook	$	15,512.96
03/05/2024	DBT03052024	Valic	$	9,449.26
03/19/2024	DBT03222024	Valic	$	9,710.14
04/05/2024	DBT4052024	Valic	$	11,390.02
04/17/2024	DBT04172024	Valic	$	11,365.16

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/30/2024	DBT04302024	Valic	$	11,576.23
03/08/2024	ACH7072	Vanguard Cleaning Systems of SW Florida	$	2,400.00
04/05/2024	ACH7169	Vanguard Cleaning Systems of SW Florida	$	2,400.00
03/22/2024	40083	VERIZON WIRELESS	$	98.27
04/19/2024	40099	VERIZON WIRELESS	$	150.08
03/22/2024	ACH7136	Veteran Air, Heating & Electrical	$	3,088.00
03/08/2024	ACH7073	VOYAGER FLEET SYSTEMS INC	$	6,138.43
04/05/2024	ACH7170	VOYAGER FLEET SYSTEMS INC	$	3,665.49
03/08/2024	40070	Waste Pro Bradenton/Sarasota	$	190.00
04/05/2024	40087	Waste Pro Bradenton/Sarasota	$	190.00
03/08/2024	40071	WATERISAC	$	2,310.00
03/08/2024	ACH7074	WOMACK SANITATION INC	$	895.00
04/19/2024	ACH7231	WOMACK SANITATION INC	$	453.00
			Total	**$ 5,741,774.80**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7218	OVIVO USA LLC	$	1,607,000.00
03/08/2024	40062	FLORIDA POWER & LIGHT COMPANY	$	202,745.65
04/05/2024	40084	FLORIDA POWER & LIGHT COMPANY	$	191,851.88
04/19/2024	ACH7174	AIR CENTERS-FLORIDA	$	163,214.04
04/19/2024	ACH7204	GARNEY CONSTRUCTION	$	140,369.25
03/21/2024		QuickBooks Payroll Service	$	124,990.06
03/22/2024	ACH7086	C & S CHEMICALS INC	$	123,760.70
03/07/2024		QuickBooks Payroll Service	$	122,194.64
04/18/2024		QuickBooks Payroll Service	$	119,182.75
04/04/2024		QuickBooks Payroll Service	$	118,746.08
03/08/2024	ACH7044	CHARLOTTE COUNTY BD OF COMMISSIONER	$	109,805.90
03/22/2024	ACH7134	UNIVAR SOLUTIONS USA INC	$	107,498.32
04/19/2024	ACH7189	CHARLOTTE COUNTY BD OF COMMISSIONER	$	106,942.60
04/05/2024	ACH7143	C & S CHEMICALS INC	$	89,722.08
04/05/2024	ACH7142	Brown and Caldwell	$	89,344.75
04/19/2024	ACH7211	Jacobi Carbons Inc	$	70,288.00
04/05/2024	ACH7153	Jacobi Carbons Inc	$	70,251.20
03/08/2024	ACH7055	Kiewit Water Facilities Florida Co	$	69,117.93
03/22/2024	ACH7112	Jacobi Carbons Inc	$	68,852.80
03/22/2024	ACH7096	DESOTO COUNTY (V)	$	66,333.33
04/19/2024	ACH7194	DESOTO COUNTY (V)	$	66,333.33
04/19/2024	ACH7183	C & S CHEMICALS INC	$	65,948.82
03/28/2024	EFT032024	FLORIDA DIVISION OF RETIREMENT	$	64,983.26
04/30/2024	EFT04302024	FLORIDA DIVISION OF RETIREMENT	$	64,460.51
03/08/2024	ACH7039	C & S CHEMICALS INC	$	62,094.48
03/22/2024	ACH7106	GARNEY CONSTRUCTION	$	52,652.56
04/05/2024	ACH7168	UNIVAR SOLUTIONS USA INC	$	52,592.91
03/22/2024	ACH7114	Kiewit Water Facilities Florida Co	$	52,544.80
04/19/2024	ACH7230	UNIVAR SOLUTIONS USA INC	$	50,670.69
04/19/2024	ACH7213	JOHNSON ENGINEERING INC	$	47,850.00
03/08/2024	ACH7050	GARNEY CONSTRUCTION	$	45,904.82
04/05/2024	ACH7156	Natural Resources LLC	$	45,113.64
04/19/2024	ACH7226	STANTEC CONSULTING SERVICES	$	43,393.25
04/19/2024	ACH7176	ALLIED UNIVERSAL CORP	$	43,329.00
03/22/2024	ACH7079	ALLIED UNIVERSAL CORP	$	43,230.33
03/08/2024	ACH7033	ALLIED UNIVERSAL CORP	$	43,183.14
03/22/2024	DBT03182024	United States Treasury	$	40,433.18
03/08/2024	DBT030824	United States Treasury	$	38,996.92
04/19/2024	DBT04192024	United States Treasury	$	38,390.46
04/05/2024	DBT04052024	United States Treasury	$	38,262.68
03/22/2024	ACH7111	HVMI LLC	$	37,639.80
04/05/2024	ACH7137	ALLIED UNIVERSAL CORP	$	36,024.56
04/05/2024	ACH7164	SYLOGISTMISSION, INC.	$	36,000.00
03/22/2024	ACH7117	MANSON BOLVES DONALDSON TANNER	$	33,692.81
03/08/2024	ACH7036	ARROYO PROCESS EQUIPMENT, INC.	$	33,584.00
04/05/2024	ACH7157	PURVIS GRAY & COMPANY	$	33,500.00
03/08/2024	ACH7070	UNIVAR SOLUTIONS USA INC	$	31,005.99
03/22/2024	ACH7100	Environmental Science Associates	$	29,285.09
04/19/2024	ACH7198	Environmental Science Associates	$	28,517.93

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	ACH7038	Briggs Equipment Inc	$	25,808.72
04/19/2024	ACH7208	Hudson Pump	$	25,246.90
03/22/2024	ACH7109	HAZEN AND SAWYER	$	24,204.00
03/22/2024	ACH7108	Hach Company	$	22,279.42
04/05/2024	ACH7154	JOHNSON ENGINEERING INC	$	19,650.00
03/22/2024	40080	PREFERRED GOVERNMENT INSURANCE TRUS	$	19,614.00
03/08/2024	40067	KED GROUP INC	$	17,063.20
03/08/2024	ACH7067	SUTTER ROOFING COMPANY OF FLORIDA	$	16,627.66
04/19/2024	ACH7209	HVMI LLC	$	16,139.24
03/22/2024	ACH7135	USA Bluebook	$	15,512.96
04/19/2024	40090	D M CONSTRUCTION CORP	$	15,465.35
03/22/2024	40075	D M CONSTRUCTION CORP	$	15,075.17
04/05/2024	ACH7149	Entech Computer Services LLC	$	12,653.20
04/30/2024	DBT04302024	Valic	$	11,576.23
04/05/2024	DBT4052024	Valic	$	11,390.02
04/17/2024	DBT04172024	Valic	$	11,365.16
04/19/2024	ACH7207	HALFACRE CONSTRUCTION COMPANY	$	11,299.00
03/08/2024	ACH7041	CEC Controls Company Inc.	$	10,000.00
04/19/2024	ACH7223	RING POWER CORPORATION	$	9,812.66
03/19/2024	DBT03222024	Valic	$	9,710.14
03/22/2024	ACH7130	Sumner Land Management LLC	$	9,680.10
03/05/2024	DBT03052024	Valic	$	9,449.26
03/25/2024	EFT032524	PNC Bank (Credit Card)	$	8,417.73
04/19/2024	ACH7184	Carl Eric Johnson Inc	$	8,384.00
03/22/2024	ACH7104	Flotech INC	$	8,312.57
04/19/2024	ACH7201	Flatiron LIft Systems, LLC	$	7,838.00
03/08/2024	ACH7065	STANTEC CONSULTING SERVICES	$	7,788.47
03/08/2024	ACH7054	JOHNSON ENGINEERING INC	$	7,337.50
04/19/2024	ACH7185	CED - Port Charlotte	$	7,226.73
03/08/2024	ACH7042	CED - Port Charlotte	$	7,176.74
03/22/2024	ACH7113	JOHNSON ENGINEERING INC	$	6,908.75
04/05/2024	ACH7152	Hach Company	$	6,832.47
03/22/2024	ACH7129	STANTEC CONSULTING SERVICES	$	6,590.94
03/22/2024	ACH7098	EARTH BALANCE	$	6,495.10
03/22/2024	ACH7133	Tanner Industries, Inc	$	6,426.23
04/05/2024	ACH7165	Tanner Industries, Inc	$	6,392.17
04/19/2024	ACH7197	Entech Computer Services LLC	$	6,318.60
03/08/2024	ACH7073	VOYAGER FLEET SYSTEMS INC	$	6,138.43
03/22/2024	ACH7088	CHARLOTTE COUNTY BCC - LANDFILL	$	5,374.34
03/22/2024	ACH7095	CORONADO LAWN SERVICE OF FL	$	5,288.00
04/05/2024	ACH7140	BENCHMARK ENVIROANALYTICAL INC	$	5,157.00
03/08/2024	ACH7056	KIMLEY-HORN AND ASSOCIATES INC	$	5,073.10
04/25/2024	EFT042524	PNC Bank (Credit Card)	$	5,033.56
04/19/2024	ACH7200	Fisher Scientific	$	4,823.95
04/19/2024	ACH7202	FLUID CONTROL SPECIALTIES INC	$	4,790.00
04/19/2024	ACH7188	CHARLOTTE COUNTY BCC - LANDFILL	$	4,709.18
04/19/2024	ACH7215	MADER ELECTRIC INC	$	4,588.00
03/22/2024	ACH7097	DISCOVERY MANAGEMENT GROUP LLC	$	4,586.00
03/22/2024	ACH7127	ROGERS PETROLEUM INC	$	4,547.92

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/05/2024	ACH7148	EARTH BALANCE	$	4,421.31
03/08/2024	ACH7063	RS Americas	$	4,338.05
03/22/2024	ACH7099	ENDRESS+HAUSER, INC.	$	4,290.40
03/08/2024	ACH7061	MOCK ENGINEERING TECHNOLOGIES	$	4,070.00
03/22/2024	ACH7090	Cimtec Automation, LLC	$	3,912.86
04/19/2024	ACH7175	Air Mechanical & Service Corp	$	3,794.00
04/05/2024	ACH7170	VOYAGER FLEET SYSTEMS INC	$	3,665.49
04/19/2024	ACH7181	BENCHMARK ENVIROANALYTICAL INC	$	3,547.00
03/08/2024	ACH7058	MAIN GATE ENTERPRISES INC.	$	3,547.00
03/22/2024	ACH7124	Public Resources Advisory Group Inc	$	3,506.25
04/19/2024	ACH7177	AMAZON Business	$	3,139.93
03/08/2024	ACH7071	USA Bluebook	$	3,136.05
03/22/2024	ACH7136	Veteran Air, Heating & Electrical	$	3,088.00
03/08/2024	ACH7037	BATTERIES PLUS BULBS #451	$	2,985.36
03/22/2024	ACH7107	GRAINGER	$	2,949.77
03/22/2024	ACH7103	Florida Coast Equipment	$	2,699.19
03/22/2024	ACH7092	CINTAS FIRE 636525	$	2,686.67
04/19/2024	ACH7173	AECOM TECHNICAL SERVICES INC	$	2,653.10
03/08/2024	ACH7040	CAROLLO ENGINEERS INC	$	2,648.00
04/19/2024	ACH7222	RESPEC Company LLC	$	2,625.00
04/05/2024	ACH7155	Locher Environmental LLC	$	2,622.40
04/19/2024	ACH7219	PMC-STS INC	$	2,490.22
03/08/2024	ACH7072	Vanguard Cleaning Systems of SW Florida	$	2,400.00
04/05/2024	ACH7169	Vanguard Cleaning Systems of SW Florida	$	2,400.00
04/19/2024	ACH7225	SOUTHWEST MOBILE MECHANIC	$	2,330.00
03/08/2024	40071	WATERISAC	$	2,310.00
04/19/2024	ACH7182	Briggs Equipment Inc	$	2,305.07
04/19/2024	ACH7192	CINTAS FIRE 636525	$	2,282.85
04/19/2024	40095	PNC Bank N A	$	2,243.84
04/19/2024	ACH7180	ARROYO PROCESS EQUIPMENT, INC.	$	2,187.84
03/08/2024	ACH7035	Apex	$	2,133.28
04/19/2024	40092	Florida Department of Health	$	2,000.00
04/05/2024	ACH7161	Rite Technology	$	1,958.87
03/22/2024	ACH7101	FEL-FT MYERS WATERWORKS	$	1,939.60
03/22/2024	ACH7087	CED - Port Charlotte	$	1,924.27
03/08/2024	ACH7064	SIMS CRANE & EQUIPMENT	$	1,922.70
03/22/2024	ACH7125	RESPEC Company LLC	$	1,870.00
04/19/2024	ACH7224	RS Americas	$	1,865.32
03/08/2024	40065	GRAYBAR	$	1,789.63
04/19/2024	ACH7216	MAIN GATE ENTERPRISES INC.	$	1,773.50
03/22/2024	ACH7081	Apex	$	1,763.49
04/05/2024	ACH7159	Rhino Lining of Port Charlotte-Auto-Tech	$	1,759.25
03/22/2024	ACH7084	Briggs Equipment Inc	$	1,728.60
03/08/2024	ACH7057	MADER ELECTRIC INC	$	1,650.00
03/22/2024	ACH7115	Lumen-CenturyLink-6358	$	1,647.71
04/05/2024	ACH7139	Apex	$	1,627.00
03/22/2024	ACH7078	ALFA LAVAL INC	$	1,548.80
03/22/2024	ACH7085	Brimar Industries Inc.	$	1,538.94
03/08/2024	40061	Florida Assoc for Water Quality Control	$	1,500.00

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7171	AA ELECTRIC SE INC	$	1,454.82
04/05/2024	ACH7160	RING POWER CORPORATION	$	1,444.50
03/22/2024	ACH7126	Rhino Lining of Port Charlotte-Auto-Tech	$	1,400.00
03/08/2024	ACH7051	GRAINGER	$	1,378.77
03/22/2024	ACH7120	MSC INDUSTRIAL SUPPLY CO	$	1,369.80
04/19/2024	ACH7205	GRAINGER	$	1,198.94
03/08/2024	ACH7062	Risk Management Associates Inc	$	1,138.00
04/05/2024	ACH7158	REXEL USA Inc	$	1,113.43
03/22/2024	ACH7102	Fisher Scientific	$	1,111.61
04/19/2024	ACH7210	IDEXX DISTRIBUTION INC	$	1,097.65
04/19/2024	ACH7221	PRO-CHEM INC	$	955.46
03/08/2024	ACH7074	WOMACK SANITATION INC	$	895.00
04/19/2024	40097	SMITH RANCH & GARDEN INC	$	833.00
03/08/2024	ACH7052	Hach Company	$	829.15
04/19/2024	ACH7229	THE BANK OF NEW YORK MELLON	$	825.00
03/22/2024	ACH7123	PRO-CHEM INC	$	807.40
04/05/2024	ACH7138	AMAZON Business	$	794.05
03/08/2024	ACH7046	CINTAS	$	787.07
03/22/2024	ACH7118	Matt's Lawn Service	$	775.00
04/19/2024	ACH7190	Cimtec Automation, LLC	$	761.43
03/22/2024	ACH7091	CINTAS	$	744.15
04/19/2024	ACH7191	CINTAS	$	743.32
03/08/2024	40066	JET AUTO SERVICE	$	668.08
03/22/2024	ACH7128	SMARTSIGHTS, LLC	$	650.00
03/22/2024	40081	SAM'S CLUB	$	644.26
04/05/2024	ACH7141	BLUEBEAM, INC.	$	600.00
03/08/2024	40064	FLORIDA VALVE & EQUIPMENT, LLC	$	564.00
04/05/2024	ACH7146	COLE-PARMER INSTRUMENT CO	$	540.04
03/08/2024	ACH7060	METTLER-TOLEDO, LLC	$	498.58
03/22/2024	ACH7131	SUNSHINE ACE HARDWARE	$	493.67
03/22/2024	40076	EUROFINS EATON ANALYTICAL, LLC	$	473.00
04/19/2024	40091	EUROFINS EATON ANALYTICAL, LLC	$	473.00
04/19/2024	ACH7193	COOL TODAY	$	462.50
04/05/2024	ACH7147	DMS-FINANCIAL MGMT SERVICES	$	453.42
04/19/2024	ACH7231	WOMACK SANITATION INC	$	453.00
03/08/2024	ACH7047	DMS-FINANCIAL MGMT SERVICES	$	452.74
03/08/2024	DBT03082024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
03/22/2024	DBT032224	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/05/2024	DBT040524	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/19/2024	DBT4192024	STATE OF FLORIDA DISBURSEMENT UNIT	$	444.75
04/19/2024	ACH7206	Hach Company	$	440.00
03/22/2024	40082	SPECIALTY PARTS	$	433.54
03/08/2024	ACH7068	TOI TOI USA	$	433.48
04/05/2024	ACH7166	TOI TOI USA	$	433.48
03/22/2024	ACH7121	NAVITAS CREDIT CORP	$	428.22
03/08/2024	ACH7043	CENTURYLINK	$	426.95
04/05/2024	ACH7144	CENTURYLINK	$	426.95
04/05/2024	ACH7167	ULINE	$	418.61
04/19/2024	ACH7186	Century Fire Protection	$	405.90

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/19/2024	ACH7220	Precision Gate & Security Inc	$	400.00
03/22/2024	ACH7082	BEAMEX INC	$	360.00
03/22/2024	40079	Manatee County Utilities Department	$	328.31
04/19/2024	40094	Manatee County Utilities Department	$	325.81
03/08/2024	ACH7053	IDEXX DISTRIBUTION INC	$	325.18
03/08/2024	ACH7069	TRULY NOLEN BRANCH 079	$	318.00
03/22/2024	ACH7083	Bird Barrier America Inc	$	316.05
03/22/2024	ACH7094	Century Fire Protection	$	312.00
04/19/2024	ACH7196	EARTH BALANCE	$	295.00
04/19/2024	ACH7212	Jim Guida (V)	$	286.09
03/22/2024	ACH7080	AMAZON Business	$	282.09
04/19/2024	ACH7178	ANDREW KOLBENSCHLAG (V)	$	265.00
04/19/2024	ACH7179	Apex	$	262.19
03/08/2024	40069	TIRE KINGDOM-Mavis Discount Tire	$	255.46
03/22/2024	ACH7093	COLE-PARMER INSTRUMENT CO	$	253.20
03/08/2024	ACH7049	FRONTIER-941	$	252.27
04/05/2024	ACH7151	FRONTIER-941	$	252.27
03/22/2024	ACH7077	AIRGAS USA LLC	$	250.29
03/22/2024	40078	JET AUTO SERVICE	$	245.00
03/22/2024	40077	FLORIDA WATER RESOURCES JOURNAL	$	242.00
03/22/2024	ACH7105	FRONTIER COMMUNICATIONS-305	$	240.98
04/19/2024	ACH7203	FRONTIER COMMUNICATIONS-305	$	240.98
03/22/2024	40074	CHARLOTTE CO. CHAM OF COMMERCE	$	240.00
04/19/2024	ACH7172	AAA Cooper Transportation	$	238.82
04/05/2024	ACH7145	CINTAS	$	214.00
04/19/2024	ACH7217	NAVITAS CREDIT CORP	$	211.58
03/22/2024	ACH7122	Pitney Bowes- Lease	$	209.85
03/22/2024	ACH7110	Hostetler Irrigation Inc	$	203.97
04/05/2024	ACH7162	SEAN N. O'CONNOR	$	200.00
03/08/2024	40070	Waste Pro Bradenton/Sarasota	$	190.00
04/05/2024	40087	Waste Pro Bradenton/Sarasota	$	190.00
03/08/2024	ACH7034	AMAZON Business	$	181.72
03/22/2024	ACH7116	Lumen - Centurylink 3363	$	169.31
04/19/2024	ACH7214	Lumen - Centurylink 3363	$	168.64
04/19/2024	ACH7195	DONALD MORTON (V)	$	160.00
03/22/2024	ACH7076	Agilent Technologies Inc	$	156.00
04/19/2024	40099	VERIZON WIRELESS	$	150.08
04/19/2024	ACH7227	SUNSHINE ACE HARDWARE	$	143.85
03/08/2024	40063	Florida Rural Water Association	$	140.49
03/22/2024	ACH7119	MOCK ENGINEERING TECHNOLOGIES	$	140.00
03/22/2024	40073	Braden River Utilities LLC	$	125.39
04/19/2024	ACH7187	Certain Services INC	$	125.00
03/08/2024	ACH7066	SUNSHINE ACE HARDWARE	$	119.48
03/08/2024	ACH7045	CHENANGO SUPPLY CO., INC.	$	117.70
04/19/2024	40089	Braden River Utilities LLC	$	112.52
04/05/2024	40086	TRACTOR SUPPLY COMPANY CREDIT PLAN	$	102.75
03/22/2024	40083	VERIZON WIRELESS	$	98.27
04/19/2024	40098	TEST GAUGE INC	$	91.73
03/08/2024	40068	NaturZone Pest Control	$	87.79

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/05/2024	40085	NaturZone Pest Control	$	87.79
03/22/2024	ACH7089	CHENANGO SUPPLY CO., INC.	$	64.10
03/22/2024	ACH7132	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
04/19/2024	ACH7228	SUNSHINE STATE ONE CALL OF FL INC	$	50.54
03/22/2024	ACH7075	ADVANTAGE CARE INC.	$	40.00
04/19/2024	ACH7199	FEDERAL EXPRESS	$	31.63
03/08/2024	ACH7059	MARK ORTEL	$	30.00
04/05/2024	ACH7163	SUNSHINE ACE HARDWARE	$	22.98
04/05/2024	ACH7150	FEDERAL EXPRESS	$	20.25
04/19/2024	40093	HOME DEPOT	$	11.98
03/22/2024	40072	BILL'S BOTTLED WATER SERVICE	$	11.25
04/19/2024	40088	BILL'S BOTTLED WATER SERVICE	$	11.25
03/08/2024	ACH7048	FEDERAL EXPRESS	$	10.01
		Total	**$**	**5,741,774.80**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
03/08/2024	2806	Archer Western	$	512,323.50
03/08/2024	CACH320	CAROLLO ENGINEERS INC	$	314,046.58
03/22/2024	2807	GATOR CREEK IMPROVEMENT ASSOC., INC.	$	60,500.00
03/22/2024	2808	GAYLORD MERLIN LUDOVICI & DIAZ	$	10,000.00
03/22/2024	2810	TLC Diversified Inc	$	208,315.00
03/22/2024	2811	Woodruff & Sons, Inc.	$	87,317.97
03/22/2024	CACH321	BLACK & VEATCH	$	9,155.00
03/22/2024	CACH322	CAROLLO ENGINEERS INC	$	643,833.06
03/22/2024	CACH323	Core & Main LP	$	441,000.00
03/22/2024	CACH324	Manson Bolves Donaldson Tanner PA CIP	$	37,626.25
03/22/2024	CACH325	STANTEC CONSULTING SERVICES	$	3,193.65
04/05/2024	2813	LPI WETLAND MITIGATION BANK, LTD.	$	9,000.00
04/05/2024	2814	MYAKKA MITBANK, LC	$	10,200.00
04/05/2024	CACH326	American SpiralWeld Pipe Company LLC	$	1,869,124.65
04/05/2024	CACH327	Brown and Caldwell	$	22,321.25
04/05/2024	CACH328	DMK ASSOCIATES	$	3,368.75
04/05/2024	CACH329	GARNEY CONSTRUCTION	$	2,183,997.48
04/05/2024	CACH330	HDR ENGINEERING INC	$	318,170.61
04/05/2024	CACH331	STANTEC CONSULTING SERVICES	$	1,938.75
04/05/2024	CACH332	Archer Western	$	250,604.00
04/19/2024	CACH333	American SpiralWeld Pipe Company LLC	$	999,787.78
04/19/2024	CACH334	Brown and Caldwell	$	84,190.00
04/19/2024	CACH335	CAROLLO ENGINEERS INC	$	63,028.24
04/19/2024	CACH336	Core & Main LP	$	1,518,400.00
04/19/2024	CACH337	HDR ENGINEERING INC	$	522,490.34
			Total	**$ 10,183,932.86**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/05/2024	CACH326	American SpiralWeld Pipe Company LLC	$	1,869,124.65
04/19/2024	CACH333	American SpiralWeld Pipe Company LLC	$	999,787.78
03/08/2024	2806	Archer Western	$	512,323.50
04/05/2024	CACH332	Archer Western	$	250,604.00
03/22/2024	CACH321	BLACK & VEATCH	$	9,155.00
04/05/2024	CACH327	Brown and Caldwell	$	22,321.25
04/19/2024	CACH334	Brown and Caldwell	$	84,190.00
03/08/2024	CACH320	CAROLLO ENGINEERS INC	$	314,046.58
03/22/2024	CACH322	CAROLLO ENGINEERS INC	$	643,833.06
04/19/2024	CACH335	CAROLLO ENGINEERS INC	$	63,028.24
03/22/2024	CACH323	Core & Main LP	$	441,000.00
04/19/2024	CACH336	Core & Main LP	$	1,518,400.00
04/05/2024	CACH328	DMK ASSOCIATES	$	3,368.75
04/05/2024	CACH329	GARNEY CONSTRUCTION	$	2,183,997.48
03/22/2024	2807	GATOR CREEK IMPROVEMENT ASSOC., INC.	$	60,500.00
03/22/2024	2808	GAYLORD MERLIN LUDOVICI & DIAZ	$	10,000.00
04/05/2024	CACH330	HDR ENGINEERING INC	$	318,170.61
04/19/2024	CACH337	HDR ENGINEERING INC	$	522,490.34
04/05/2024	2813	LPI WETLAND MITIGATION BANK, LTD.	$	9,000.00
03/22/2024	CACH324	Manson Bolves Donaldson Tanner PA CIP	$	37,626.25
04/05/2024	2814	MYAKKA MITBANK, LC	$	10,200.00
03/22/2024	CACH325	STANTEC CONSULTING SERVICES	$	3,193.65
04/05/2024	CACH331	STANTEC CONSULTING SERVICES	$	1,938.75
03/22/2024	2810	TLC Diversified Inc	$	208,315.00
03/22/2024	2811	Woodruff & Sons, Inc.	$	87,317.97
			Total	**$ 10,183,932.86**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MARCH & APRIL 2024

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
04/05/2024	CACH329	GARNEY CONSTRUCTION	$	2,183,997.48
04/05/2024	CACH326	American SpiralWeld Pipe Company LLC	$	1,869,124.65
04/19/2024	CACH336	Core & Main LP	$	1,518,400.00
04/19/2024	CACH333	American SpiralWeld Pipe Company LLC	$	999,787.78
03/22/2024	CACH322	CAROLLO ENGINEERS INC	$	643,833.06
04/19/2024	CACH337	HDR ENGINEERING INC	$	522,490.34
03/08/2024	2806	Archer Western	$	512,323.50
03/22/2024	CACH323	Core & Main LP	$	441,000.00
04/05/2024	CACH330	HDR ENGINEERING INC	$	318,170.61
03/08/2024	CACH320	CAROLLO ENGINEERS INC	$	314,046.58
04/05/2024	CACH332	Archer Western	$	250,604.00
03/22/2024	2810	TLC Diversified Inc	$	208,315.00
03/22/2024	2811	Woodruff & Sons, Inc.	$	87,317.97
04/19/2024	CACH334	Brown and Caldwell	$	84,190.00
04/19/2024	CACH335	CAROLLO ENGINEERS INC	$	63,028.24
03/22/2024	2807	GATOR CREEK IMPROVEMENT ASSOC., INC.	$	60,500.00
03/22/2024	CACH324	Manson Bolves Donaldson Tanner PA CIP	$	37,626.25
04/05/2024	CACH327	Brown and Caldwell	$	22,321.25
04/05/2024	2814	MYAKKA MITBANK, LC	$	10,200.00
03/22/2024	2808	GAYLORD MERLIN LUDOVICI & DIAZ	$	10,000.00
03/22/2024	CACH321	BLACK & VEATCH	$	9,155.00
04/05/2024	2813	LPI WETLAND MITIGATION BANK, LTD.	$	9,000.00
04/05/2024	CACH328	DMK ASSOCIATES	$	3,368.75
03/22/2024	CACH325	STANTEC CONSULTING SERVICES	$	3,193.65
04/05/2024	CACH331	STANTEC CONSULTING SERVICES	$	1,938.75
			Total	**$ 10,183,932.86**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 3

Peace River Regional Reservoir No. 3 (PR3) – Project Update

ROUTINE STATUS REPORTS
ITEM 3

Project Status Report

Project: Peace River Regional Reservoir No. 3 (PR3) Project Update

Date: June 5, 2024

Prepared by: Terri Holcomb, PE, Director of Engineering

Project Description

The key to the 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 the 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 efforts to secure the ERP and development of mitigation design documents to support the ERP. Board Approval of Work Order No. 3 – Peace River Regional Reservoir No. 3 (PR3) Final Design and Permitting in the amount of $8,408,449 was approved at the October 4, 2023, Board Meeting.

The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of $1,251,900.

Project History Briefing

Project: **Peace River Regional Reservoir (PR3) Project Update**

Date: June 5, 2024

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; Work Order No. 3 – Final Design and Permitting and the Phase 1A Services Package for CMAR services for the PR3 Pumping and Conveyance Facilities – preconstruction phase.

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 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 pre-application 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 SOQs

were submitted on August 17th, and 4 Firms submitted them: Archer Western, Garney, Kiewit, and PCL. The PSEC meeting to review, rank, and shortlist the firms was held on August 29th – all four firms were recommended to proceed to the 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. Work Order No. 2 – Preliminary Design and Permitting Services was completed.

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 Contractor Engagement Scope of Services. On October 30th, Authority staff, consultants, 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. An ERP coordination discussion with SWFWMD, HDR, and the Authority was held on November 27th. A PR3 CMAR Workshop with Archer Western, HDR, and Authority Staff was held on November 28th.

December 2023 The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6th, 2023, Board Meeting and included a Scope of Services for Phase 1A Services in the amount of $1,251,900. The Monthly Progress Meeting was held on December 15th. A PR3 CMAR Team Leader Meeting was held on December 12th. The PR3 Pump Station Design Workshop was held on December 15th. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR and the Authority on December 15th.

January 2024 The PR3 CMAR Team Leader Meeting was held on January 2nd. A PR3 Filling, Permitting, and Mitigation Discussion was held with the CMAR, HDR, and Authority staff on January 5th. A PR3 CMAR Team Leader Meeting was held on January 9th. A PR3 VE/Constructability Workshop

was held on January 10th. A Civil/Reservoir Design Workshop Was held on January 11th. A PR3 Permitting Meeting with HDR and Black and Veatch (FDEPs Consultant for the Dam Safety Review of the ERP) was held on January 12th. A PR3 CMAR Team Leader meeting was held on January 16th. A PR3 River Intake Design Discussion was held on January 18th. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR, and the Authority on January 22nd. A PR3 CMAR Team Leader meeting was held on January 23rd. A PR3 CMAR Scheduling Workshop was held on January 26th in conjunction with the HDR Team and Authority staff. A PR3 CMAR Team Leader meeting was held on January 30th.

February 2024 A meeting was held on February 5th with the CMAR to discuss the three cost models being developed for the PR3 Project. The Weekly CMAR Team Leadership meetings were held on February 6th and 13th. The Monthly Progress Meeting was held on February 8th. The PR3 ERP Monthly Meeting with SWFWMD and FDEP was held on February 26th.

March 2024 A PR3 Value Engineering Workshop was held on March 5th. The Weekly CMAR Team Leadership meetings were held on March 12th and March 19th. The Monthly Progress meeting was held on March 14th. An Instrumentation and Control Workshop was held on March 14th. The 30% CMAR Cost Estimates for the PR3, PRF Expansion, and BWRO Projects were received on March 15th. The SWSEP Electrical Master Plan Meeting was held on March 19th.

April 2024 The Monthly Progress Meeting was held on April 11th. The Environmental permitting (ERP) coordination meetings with the SWFWMD included a Dam Safety Comment RAI discussion meeting on April 5th. A meeting with the DeSoto County Engineer to discuss construction options for the crossing of Kings Highway was held on April 16th. A presentation to the Authority Board of Directors on the updated Surface Water Supply Expansion Project, including the updated CMAR Cost estimates, was given on April 3rd.

May 2024 The Monthly Progress meeting was held on May 9th. On May 3rd, a scoping meeting with the CMAR was held to discuss the Preconstruction Phase Services (Package 1B) schedule and fee. Internal staff meetings were held on May 7th and May 13th to discuss mitigation options. The Environmental permitting (ERP) coordination meeting with the SWFWMD originally scheduled for May 27th was rescheduled to June 24th.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 4

Regional Integrated Loop System Phase 2B Interconnect Project

Project Status Report

Project: **Regional Integrated Loop System Phase 2B Interconnect Project**

Date: June 5, 2024

Prepared by: Chris Rogers, Project Manager III

The following information summarizes the project description and status. (see attached general project area figure).

Project Description

The 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 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. is anticipated to begin in 2029.

Current Status

On December 6, 2023, the Board approved the Revised Interlocal Agreement with Charlotte County to set the "Charlotte Cap" for contributions to the Phase 2B Pipeline at $55,945,000 based upon the 60% Design cost estimate. The revision also included provisions for the Authority's Design-Builder of the Phase 2B Project to construct a parallel Charlotte County water main at a cost not to exceed $5,045,110.89. In addition, the Board approved the contract amendment with Woodruff & Sons to complete design and construction of the Phase 2B Project for a Guaranteed Maximum Price of $70,668,982.87.

- On January 29, 2024, the Phase 2B Project Preconstruction Meeting was held and subsequently the Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1 – Hillsborough Blvd Right-of-Way began on February 12, 2024, followed with the installation of silt fencing. On February 26, 2024, the first deliveries of 42-Inch Lap Weld Steel Pipe were received from American Spiral Weld Pipe Company and were offloaded and strung out along the project location starting near the Serris Meter Station.

- On March 4, 2024, Woodruff & Sons began dewatering efforts on Segment 1 near the Serris Meter Station in preparation for pipe installation. On March 8, the first stick of pipe was installed and as of March 20, Woodruff has installed approximately 500-lf of 42-inch steel pipe along Hillsborough Blvd. Voluntary easement acquisition and condemnation is ongoing for other portions of the Project.

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.

- Early Procurement Package – approved at the April 5, 2023, Board meeting for owner direct purchase of long lead items steel piping, fittings, and HDPE piping in the amount not-to-exceed $20 million.

- 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.

Regional Integrated Loop System Phase 2B Phase 2 Construction Overview

- Woodruff 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. Woodruff plans to begin construction in Segment 1 followed by Segment 2 and Segment 3.

    - Segment 1 (6.8-miles) – from the terminus of the Phase 2A Pipeline at the Serris Meter Station extending west along the south ROW of Hillsborough Blvd to the intersection of Hillsborough Blvd and S Cranberry Blvd.

    - Segment 2 (3.4-miles) – S Cranberry Blvd extending southward and under US 41 then extending west along the southern ROW of Chancellor Blvd to Cambell Street.

    - Segment 3 (2.8 miles) – From the extent of Chancellor Blvd west onto District property turning southward then under the Myakka River back on to District Property southward toward the South Gulf Cove Booster Station.

History of Project Development

Phase 2B Feasibility and Routing Study

On December 2, 2020, 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', in the amount of $399,960. Kimley Horn was issued the Notice-to-Proceed on January 6, 2021.

- At the April 6, 2022, Board Meeting, KH presented the recommended route for the Phase 2B Interconnect Pipeline. 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.

Progressive Design-Build Solicitation for Qualifications

On 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. Four firms were shortlisted on June 30,2022 by the PSEC for the Regional Pipeline Projects. On 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.

- On October 5, 2022, the Board approved the Contract with Woodruff and Sons Inc. (Woodruff)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 Phase 1 was issued to Woodruff and Sons, Inc., November 10, 2022.

Progressive Design-Build – Phase 1 - 60% Design and GMP Efforts

- In November/December 2022 Woodruff 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. Also in December, 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. And on December 21, 2022 – Tech. Memo 2 PH 2B Pipeline - Alignment & Easement Requirements and updated 10% Design Drawings.

- January 2023 – The Authority, and Woodruff and Sons met with Charlotte County and the City of North Port to discuss the PH 2B pipeline along Hillsborough Blvd and Chancellor Blvd. Woodruff and submitted their Order of Magnitude for Owner Direct Purchase of pipe, gaskets, fittings, and line valves for the first 7-miles of the Project. Additionally, a meeting was held 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 2023 - Woodruff submitted 30% Design Drawings for the first 7-miles of the alignment. Woodruff anticipates completing the draft Basis of Design Report (30%) design in early April 2023. Woodruff 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. Additionally, a 30% Design and ROM Meeting was held with Woodruff staff to discuss the 30% design drawings and ROM development in preparation for a scheduled Owner Direct Purchase (ODP) meeting with Charlotte County.

- March 2023 – The Authority met with Charlotte County regarding the Owner Direct Purchase, the Not-to-Exceed amount for the ODP, and discussions on the 30% ROM Projections, project status (30% design), project schedule and development of the design drawings. It was noted that the ODP of pipeline material will save about $1.25 million in taxes, based upon vendor estimates of 56,000 lf. of 42-inch steel pipe, isolation valves, and adjacent pipe, adjacent valves, and appurtenances. Woodruff explained that based on the current schedule, construction is anticipated to start in October-November 2023, therefore the ODP pipe material must be ordered in late April due to a 6-month+/- lead time. Additionally, Pre-Application meetings were held with both the Army Corps of Engineering on March 3, 2023, and with the Florida Department of Environmental Protection on March 8, 2023. On March 28, 2023, The Project group met with the Sarasota County Parks and Land Management Departments to discuss the pipeline crossing the Myakka Islands Point Preserve.

- April 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. Woodruff and Sons, Inc. submitted the 30% Basis of Design Report and 30% Design Drawings updates to the Authority for review.

- May 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). 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. 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 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). 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.

July 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 to 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. A meeting was 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 include Sarasota County Parks and Utilities Departments, Woodruff & Sons and the Authority. A 60% Guaranteed Maximum Price (GMP) Kick Off meeting will be held with Woodruff & Sons, SWFWMD and the Authority.

- August 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, 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 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 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.

- December 2023, the Board approved the contract amendment with Woodruff & Sons Inc. for Phase 2 Services to complete design and construction of the Regional Integrated Loop Phase 2B Project for a Guaranteed Maximum Price not to exceed $70,668,982.87. Charlotte County executed the amendment on December 12, 2023.

- January 2024, the FDEP Public Water System Permit was approved for Segment 1 of the Phase 2B Project on Hillsborough Blvd. The third-party review conducted by Black & Veatch was approved at the SWFWMD Board Meeting. Also in this period, the FWC Gopher Tortoise Relocation Permit and the Charlotte County ROW Use Permit were approved for Segment 1. The Phase2B Preconstruction Meeting was held virtually on January 29, 2024.

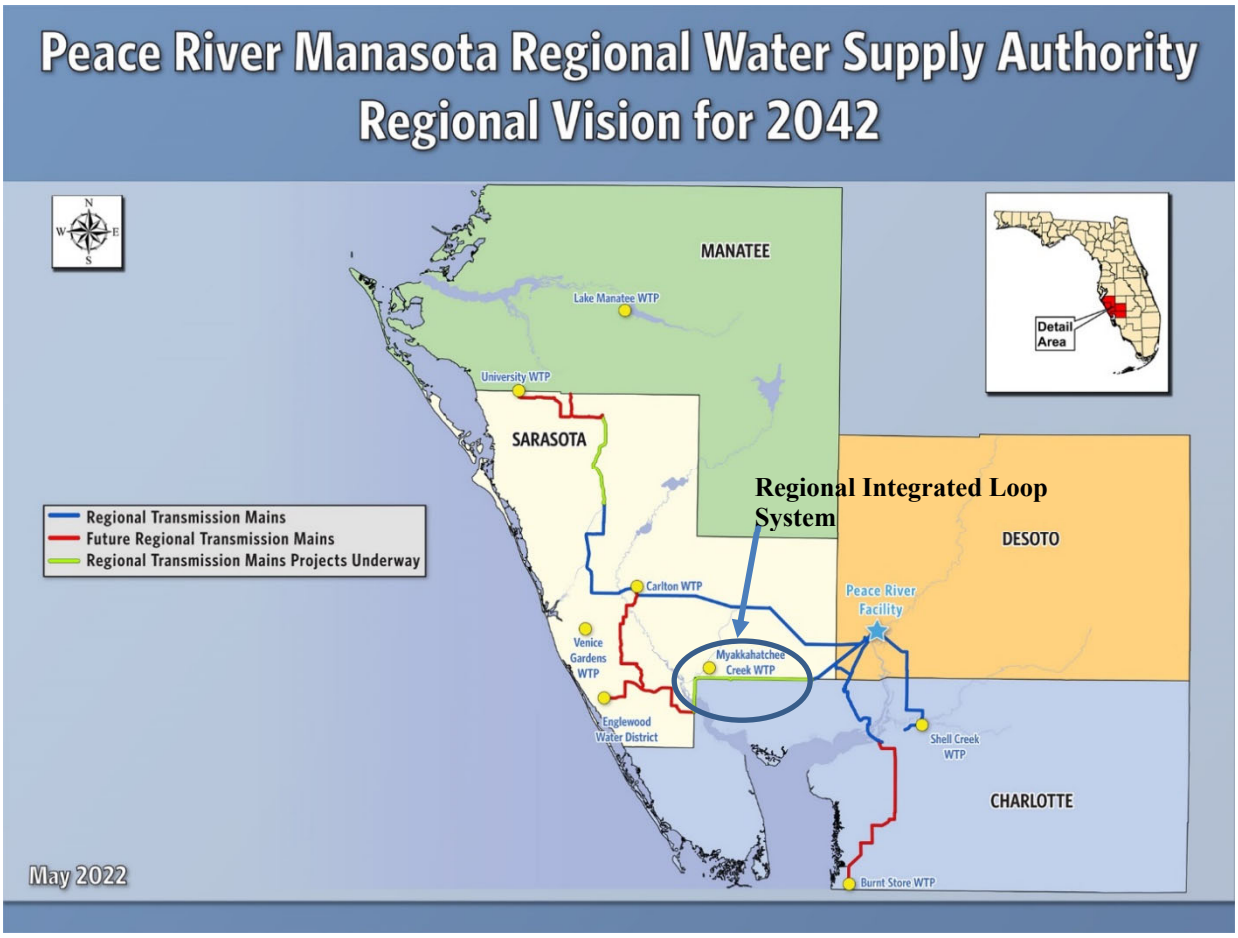
Progressive Design Build - Phase 2 – Final Design and Construction Efforts

- February 2024 - Notice-to-Proceed was issued to Woodruff & Sons on February 6, 2024. Clearing of the first 8000 feet of Segment 1, Charlotte County Hillsborough Blvd Right-of-Way began on February 12, 2024, and was followed with the installation of silt fencing along the same extent. Easement acquisition work for Segment 3 pipe alignment is ongoing.

- March 2024 – Through the end of March, Woodruff & Sons has installed approximately 1275 linear feet of the 42-Inch steel pipe starting at the Serris meter station working westward along the southern Right-of-Way of Hillsborough Blvd. The pipe joint welds have been completed through pipe number 48 or approximately the first 1125 LF. American Pipe deliveries have pipe material on the ground through pipe number 152 or approximately 3700 LF. Segment 3 Easement Acquisition work continues.

- April 2024 – As of April 30th, Pipe materials are placed on the ground for the approximate first 6500 LF. Woodruff & Sons has installed pipe through pipe mark #178 which equates to 4200 LF. The Morning Star Waterway crossing was completed. Open cut of Yorkshire Street was completed including restoration and was reopened to traffic. The pipe joints have been welded through pipe mark #175. Silt fencing has been installed up to station 168+90 and well points

are in place through station 150+00. On April 29th, restoration efforts began along Hillsborough Blvd corridor.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 5

Regional Integrated Loop System Phase 3C Interconnect Project

Project Status Report

Project: **Regional Integrated Loop System Phase 3C Interconnect Project**

Date: June 5, 2024

Prepared by: Brian P. Bates, P.E., Project Engineer III

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.

In October, the Southwest Florida Water Management District approved the Third-Party Review of the Phase 3C Pipeline Project 30% Design.

Since the December 2023 Board Meeting, Garney Construction continued Work 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 6,561-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 Interconnect Project

Date: June 5, 2024

Prepared by: Brian P. Bates, P.E., Project Engineer III

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, 202 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

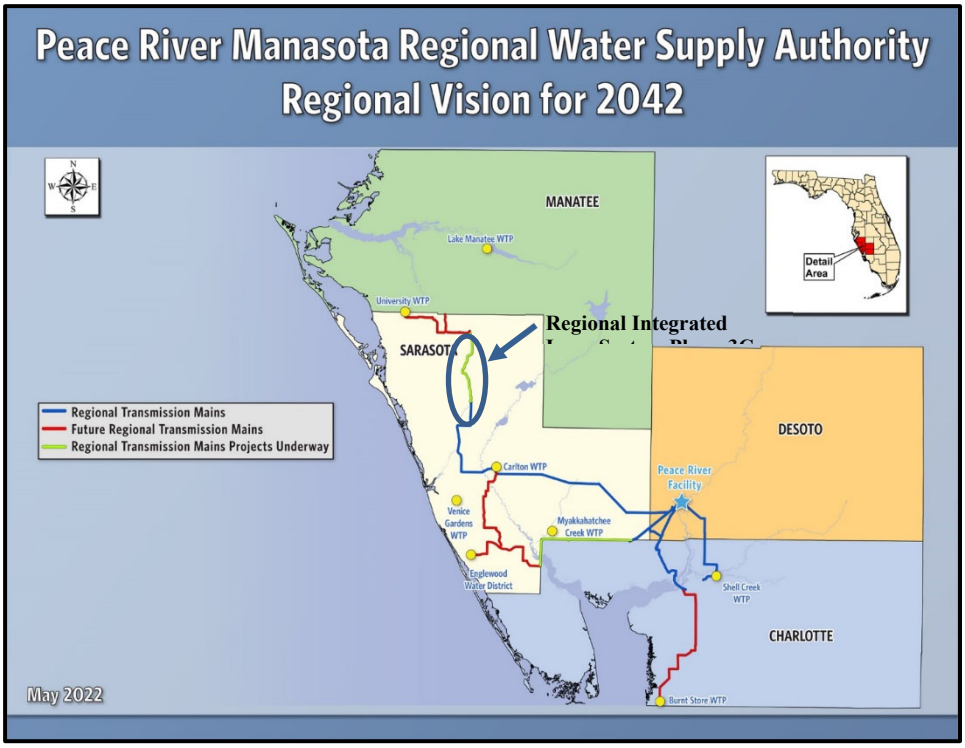
On May 24, 2022, a request for qualifications for Progressive Design-Build Services was advertised. Four Design-Build Teams submitted qualifications on time. On June 30, 2022, all four teams were shortlisted, based on the Statement of Qualification, by the Authority Professional Selection Evaluation 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.
- 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 through 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.
- December 2023 – January 2024 – To date, Garney installed approximately 4,000 linear feet of 42-inch Steel pipeline along the east side of Lorraine Road in Sarasota County Right-of-Way (Segment 2). The 60-inch diameter steel casing installation was completed and loaded with 42-inch steel carrier pipe under Palmer Road. The jack & bore under the Bee Ridge-Lorraine Road round-about is underway. Garney has completed utility locates for pipe installation in Segment 1 along Cow Pen Slough (south end of project). A second Garney pipe crew is scheduled to begin Work in Segment 1 in mid-February.
- February 2024 – March 2024 - In total, Garney has installed approximately 6,561 linear feet of 42-inch steel pipeline along the east side of Lorraine Road. Next stretch of steel pipe installation will be in the median north of Palmer Blvd. The jack & bore performed by Downtown Underground under the Bee Ridge-Lorraine Road round-about has been completed. The next jack & bore location will be 60’ of steel casing under Lorraine Road at STA 193.00. Began receiving Owner Purchased pipe on Monday, March 4th. A second pipe crew has been mobilized to the site.
- April 2024 – Approximately 7,798 linear feet of 42” steel pipe installed. On April 4th a baby eagle was spotted in an eagle’s nest within the construction zone. As long as eagles occupy the nest, we cannot work within 660’ radius surrounding the nest without a permit. Garney plans

to avoid the need for a permit by working outside of the 660' radius, Ardurra staked out the 660' radius. Continue working to obtain a easements.

- May 2024 - 10,882 linear feet of 42" steel pipe installed through May 10th.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

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: June 5, 2024

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. 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 the 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: June 5, 2024

Prepared by: Brian P. Bates, P.E., Project Engineer III

The following information summarizes the historical milestones and events of 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 with 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 31 – November 14, 2023 - the City of Arcadia is performing a disinfection "free burn." Tie-in of 24" DIP will occur after free burn has been completed.

- November 15, 2023 – poured concrete pad for new antenna tower.

- November 16, 2023 - Line-stop & tie-in of 24" DIP scheduled for November 16th. Could not complete 24" tie-in as an existing 12" valve would not close to isolate tie-in location. Need additional 12" line-stop.

- December 11, 2023 - installed 12" & 16" line stops and performed 24" DIP connection to existing 16" PVC.

- December 12, 2023 – 12" & 16" line-stops removed, backfilled connection location.

- February 6, 2024 – Draining storage tank in order to install new tank isolation valve & influent assembly.

- February 7, 2024 - dismantling existing pipework, Jason Burnett working on SCADA improvements.

- February 8, 2024 – tank isolation valve installed, installing influent assembly.

- February 16, 2024 – new assembly installed; assembly passed visual leak test & grabbed samples for bac-t testing.

- February 22, 2024 – uncovered nonworking motor operated valve & confirmed the valve does not close. New fill valve representative, Jason Burnett (SCADA) & electrician on-site working on fill valve calibration. New influent assembly in operation.

- February 26, 2024 - through March 1, 2024 – coordinating w/Ardurra, Walmart & TLC to develop options for revised effluent assembly bypass needed because as-built information is incorrect and existing valves that need to be closed do not fully close.

- March 4, 2024 – inspected Walmart's backflow preventors with Stuart Heintz, Walmart's Maintenance Manager to confirm valves hold eliminating the need for line-stops on the 10" lines between Walmart and the pump station.

- March 27, through April 3, 2024 – Prep work to install effluent assembly, additional line-stop needed on existing 12" PVC along with 2" jumper to feed Walmart.

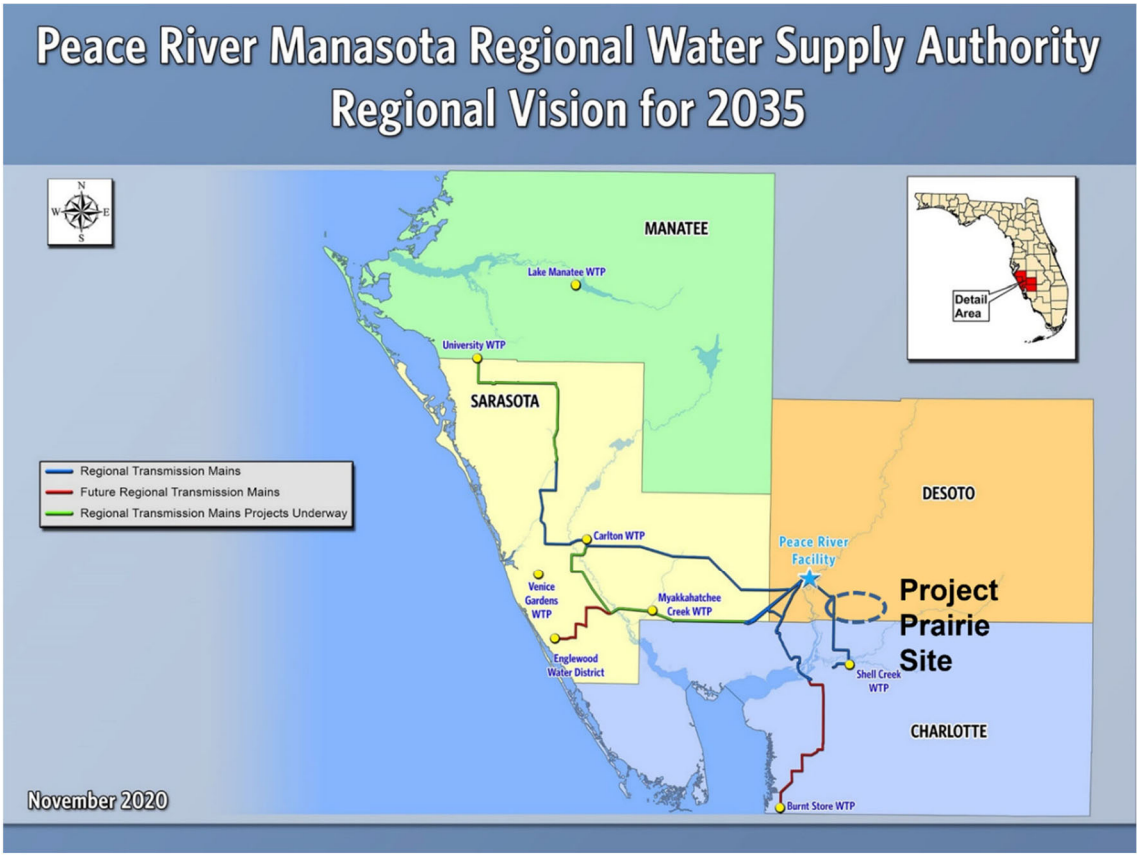
- April 8, 2024 – Fence repaired.

- April 9, 2024 – Effluent assembly construction begins.

- April 10, 2024 – Effluent assembly "risers" installed. Able to remove both the 2" jumper feeding Walmart and the 12" line-stop.

- April 12, 2024 – Electrician wiring new effluent meter & raising level transmitter.
- April 15, 2024 – Begin flushing to obtain bac-t samples, TLC pouring concrete pads for influent & effluent assembly supports.
- April 16, 2024 – Begin installing assembly supports, cleaning up site.
- April 18, 2024 – formed and poured concrete pad around blow-off adjacent to US17.
- April 24, 2024 - Discovered problem with existing tank level transmitter, Authority to replace.
- April 25, 2024- Installing sod.
- May 1, 2024 – Painters painting influent & effluent assemblies.
- May 2, 2024 – new level transmitter installed & calibrated. Booster station is off bypass.
- May 3, 2024 – Substantial completion walk-through completed. TLC has a punch list to finish up.

U.S. 17
S.W. Enterprise Blvd.
PROJECT PRAIRIE PUMP STATION
DESOTO COUNTY


Peace River Manasota Regional Water Supply Authority
Regional Vision for 2035
MANATEE
Lake Manatee WTP
University WTP
SARASOTA
DESOTO
CHARLOTTE
Carlton WTP
Peace River Facility
Venice Gardens WTP
Myakkahatchee Creek WTP
Englewood Water District
Shell Creek WTP
Burnt Store WTP
Project Prairie Site
Detail Area
Regional Transmission Mains
Future Regional Transmission Mains
Regional Transmission Mains Projects Underway
November 2020

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

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: June 5, 2024

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.

December 2023

The 20-inch Intermediate casing was set to a depth of 590 feet bls and cemented in place. Pilot-hole drilling continued to a depth of 860 feet bls and the Ocala Limestone was identified via index fossil (*Lepidocyclina Ocalana*) and geophysical logging at a depth of approximately 838 feet bls. On December 20, 2023, a 12-hour step-drawdown test was completed on the nominal 10-inch Suwannee pilot-hole using three steps with flow rates of 278, 379 and 432 gallons per minute (gpm). The specific capacity during the third step (432 gpm) was calculated to be 13.82 gallons per minute per foot (13.82) indicating a productive permeable zone in the Suwannee Limestone.

Conceptual design of the RO brackish groundwater treatment facility, raw water wellfield, raw water transmission main, and injection wells was completed and submitted on December 7th for the Authority's review. A workshop was held on December 12th to discuss and review the various conceptual design components, and to receive initial comments from the Authority. Final comments on the conceptual design from the Authority were requested and received by December 19th. Addressing and incorporating the Authority's comments was initiated.

January 2024

The 7-day Suwannee Pilot-Hole Constant-Rate Test began at 9am on January 4, 2024, and concluded at 9am on January 11, 2024. A flow rate of approximately 480 gpm was maintained. Both manual water levels and pressure transducer water levels were collected before, during and after the test. Field water quality measurements were collected 168 times (once per hour) during the testing. Fourteen (14) water quality laboratory samples were collected throughout the test including a full primary and secondary drinking water standards sample at the end of the test. The water quality was extremely stable throughout the test with specific conductance increasing minimally from 1709 uS/cm at the start of the test to 1,710 uS/cm at the end of the test. The TDS was estimated to be approximately 1,077 mg/L.

Addressing and incorporating the Authority's comments on the conceptual design was completed. An intermediate design plan set of the RO brackish groundwater treatment facility, raw water wellfield, raw water transmission main, and injection wells is being completed for use towards developing the draft opinion of probable construction cost (OPCC). Equipment quotes were solicited and received from vendors for use in the draft OPCC. These will also be submitted to the Authority for the Authority's CMAR review/use. The draft OPCC has been initiated and will be submitted to the Authority in

early February. Water quality data from the constant rate test for the Suwannee will be reviewed and interpreted for any design revisions upon receipt from the laboratory.

February 2024

The 7-day Suwannee/upper Avon Park Pilot-Hole Constant-Rate Test was undertaken from February 2 to February 9, 2024. A flow rate of approximately 1,339 gpm (1.93 MGD) was maintained. Both manual water levels and pressure transducer water levels were collected before, during and after the test. Field water quality measurements were collected 168 times (once per hour) during the testing. Fourteen (14) water quality laboratory samples were collected throughout the test including a full primary and secondary drinking water standards sample at the end of the test. The water quality was extremely stable throughout the test with specific conductance. The TDS at the end of the 7-day CRT was 1,040 mg/L. On February 22, Carollo's hydrogeologic subconsultant (RESPEC) recommended that the UFA Test/Production well be completed as a Suwannee/upper Avon Park production zone with a cased depth of 600 feet bls and total depth of 1,160 feet bls. Authority staff agreed with RESPEC's recommendation on February 23.

The intermediate (finalized conceptual) design was completed and submitted by Carollo for the RO facility, raw water wellfield, raw water transmission main, injection wells and concentrate piping. The first draft of the Engineer's Opinion of Probable Construction Cost (OPCC) was submitted to the Authority in early February for the Authority's CMAR review/use. Water quality data from the constant rate tests for both the Suwannee and Suwannee / upper Avon Park pilot holes was received, reviewed, and the RO process projections updated. Design progression was continued to preliminary design (30% design) for the RO facility, wellfields, and conveyances. A draft of the 30% design documents was provided for the Authority staff's review on March 4, 2024.

March 2024

Applied Well Drilling reamed the Suwannee/upper Avon Park test production well with a 19-inch bit within the open hole to a depth of 1,170 feet bls which included a 10 feet deep "rat-hole" to collect sediment that may fall to the bottom of the well. Applied also installed and cemented a 14-inch diameter polyvinyl chloride (PVC) Certa-Lok final casing from land surface to 600 feet bls.

The design was progressed to preliminary design (30% design) for the RO facility, raw water wellfield, raw water transmission main, injection wells and concentrate piping. The draft preliminary design report (PDR) was developed. The draft 30% design, draft PDR, draft 30% OPCC and draft project schedule were submitted to the Authority for review. A workshop was held to review the draft 30% submittal package and receive the Authority's initial comments. An updated 30% OPCC was submitted to the Authority on March 25th (in preparation for the April Board Meeting).

April 2024

The Suwannee/upper Avon Park test production well was geophysically logged to a depth of 1,170 feet bls. The 5-day Lower Arcadia Aquifer (LAA) Constant-Rate Test was undertaken from April 11 to April 16, 2024. A flow rate of approximately 584 gpm (0.841 MGD) was maintained. Both manual water levels and pressure transducer water levels were collected before, during and after the test. Field water quality measurements were collected 120 times (once per hour) during the testing. ten (10) water quality laboratory samples were collected throughout the test including a full primary and secondary drinking water standards sample at the end of the test. The water quality was extremely stable throughout the test with specific conductance. The TDS at the end of the 7-day CRT was 920 mg/L.

The Authority's final comments on the draft 30% design, draft PDR, OPCC and schedule were received, and a comment-response log was initiated. The Authority's comments are being addressed to finalize the 30% design, PDR, OPCC, and schedule for the RO facility, raw water wellfield, raw water transmission main, injection wells and concentrate piping. FDEP indicated they are working on the draft permit for the injection wells but cannot provide a timeline for the permit issuance.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
June 5, 2024

ROUTINE STATUS REPORTS
ITEM 8

Peace River Basin Report

Manson Bolves Donaldson Tanner

Attorneys at Law

Integrity•Intelligence•Diligence

MEMORANDUM

TO: Board Members and Mike Coates

FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter

RE: Peace River Basin Report

DATE: May 15, 2024

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 and Project Area by a net 130.9 acres; reclassify 2.8 acres within the Ona Mine boundary from "undisturbed" to "disturbed"; expand the surface water management (perimeter ditch and berm) system to encompass the expanded boundary 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 acres 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. The proposed activities to be conducted on the 2023 Ona Infills are identical to those currently authorized 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 IW permits (Wingate IW Permit No. FL0032522 and Four Corners IW Permit No. FL0036412).

On December 4, 2023, DEP issued a request for additional information ("RAI") to Mosaic regarding the application. The RAI requested additional information regarding the following: the project acreage; the 2.8-acre area being reclassified from undisturbed to disturbed; the proposed mitigation; the amount of wetland, stream and other surface water disturbances/impacts proposed; and the submitted maps. The RAI also requested additional information on the submitted Payne Creek plan as it is substantially different from the currently approved plan and it is not clear if the proposed plan provides the same level of regional benefit; the revised stream report; the 2023 Ona Infills mitigation plan; and the clay disposal plan/schedule. On February 5, 2024, DEP approved a request from Mosaic to extend the deadline to respond to the RAI to April 1, 2024. On April 17, 2024, DEP approved another request extending the deadline for responding to the RAI to May 20, 2024.

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 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). The 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. Mining is scheduled 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. As of the date of this report, there has been no further action on permit modification No. FL0037958-024 on the DEP Oculus site.

Additionally, on May 31, 2023, DEP received a minor permit modification request (No. FL0037958-027) from Mosaic to allow the temporary and limited transfer of wastewater from Lake Branch Dairy into the mine boundary for the Mosaic SFM Mine, which was withdrawn on April 24, 2024 by Mosaic

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) 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 included modifications to specific operations to incorporate the transfer of phosphogypsum from the Bartow Facility for use at the Green Bay Facility.

On January 9, 2023, Mosaic submitted an application for modification (substantial revision) 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). 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 January 19, 2024, DEP issued a notice of draft permit modification—substantial revision. On January 25, 2024, notice was published of DEP's preparation of the draft permit modification. On February 15, 2024, Mosaic submitted its comments on DEP's draft permit modification. DEP issued its Notice of Intent to issue the permit modification on March 15, 2024—and notice of this action was published on March 21, 2024. On May 9, 2024, the final permit modification (No. FL0000752-024) was issued.

Further, in December 2023, Mosaic submitted a renewal application to DEP for renewal of its NPDES permit for the Green Bay Facility (File No. FL0000752), which is currently set to expire on June 13, 2024. The application for the NPDES permit renewal includes information regarding: surface water monitoring; groundwater monitoring; cut-off wall monitoring; lime treatment system; remaining closure activities; the passive seismic monitoring system and real time monitoring reports; the closed gypsum stack; outfall flow information; and biological monitoring. On January 12, 2024, DEP issued a RAI regarding the renewal application, and Mosaic submitted its RAI response on February 8, 2024. On February 9, 2024, DEP deemed the renewal application complete and estimated that a draft permit would be issued in March 2024 and the final permit issued in May 2024. On March 15, 2024, DEP requested that Mosaic submit clarifying information relating to its lime treatment system, which Mosaic responded to and submitted updated drawings and figures for the lime treatment plant and internal outfalls and clarified the length of the pipeline to the lime treatment plant at the Green Bay Facility.

Additionally, on March 19, 2024, Mosaic submitted a "Stabilization Plan for Area SR-II-7" ("Plan") to DEP for its review and approval. The Plan presents the results of a field exploration program and recommended engineering measures required to address an anomalous area (designated Area SR-II-7) within the footprint of a gypsum stack of the Phase II Extension at Green Bay facility in Polk County. The engineering measures are designed to provide reasonable assurance that the stabilized subsurface conditions within the limits of Area SR-II-7 will be structurally and hydrogeologically consistent with adjacent undisturbed areas.

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—Bartow Facility

On February 20, 2024, DEP deemed Mosaic's January 25, 2024 permit modification application (NPDES No. FL0001589-027-IW1S) for the Bartow Facility complete. The application proposed a revision to the approved closure plan for the South Gypsum Stack at the Bartow Facility and explained that the proposed revisions are intended to expedite closure and enable earlier removal of the remaining upper slopes and top gradient area from the Bartow Facility's process watershed. On May 9, 2024, DEP issued a Notice of Permit Revision approving the requested permit modification.

The Bartow Facility's operations include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. The Bartow Facility is located at 3200 State Road 60 West in Polk County, at the boundary line of the Peace River watershed and over 50 miles away from the Peace River Regional Water Supply Authority Facility. However, one of the Bartow Facility's outfalls (Outfall D-002) discharges treated process wastewater, non-process wastewater, and stormwater to an unnamed ditch that flows to Six Mile Creek, which ultimately enters the Peace River.

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 permit authorizes Mosaic to discharge stormwater, treated process wastewater, non-process wastewater, and excess groundwater from production and recovery wells via existing Outfall D-006.

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 the 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; and (iii) 71 acres of stormwater drainage ditches and access roads. 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. 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.

Mosaic's April 7, 2023 response to a March 2, 2023 RAI stated that Mosaic had elected to withdraw the request to revise the existing permit to include authorization to construct the Phase IV Gypsum Stack Extension (but see the below paragraph). On May 3, 2023, DEP deemed the application complete. On November 17, 2023, DEP issued a notice of draft permit, and on February 6, 2024, DEP gave notice of its intent to issue the permit. On March 25, 2024, DEP issued the final permit (FL0036421-023).

On February 15, 2024, Mosaic submitted an engineering report to support the New Wales Plant Phase IV Gypsum Stack Extension. The February 2024 submittal includes the construction/operation permit application (NPDES Permit FL0036421) and states that the Phase IV Extension will consist of an approximately 224-acre lined addition to the existing South Gypsum Stack and Phase III Extension. The report contains: an overview of the existing South Gypsum Stack and Phase III Extension; facility and area information; a description of the key features of the Phase IV Extension; hydrogeologic and geotechnical evaluations; design and construction

recommendations; operation guidelines and a revised groundwater monitoring plan; a conceptual closure plan for the combined South Gypsum Stack and Phase III and Phase IV Extensions for conditions at the end of life of the Phase IV Extension; and technical construction specifications. On Februaury 20, 2024, Mosaic submitted its application for a major modification (the Phase IV Extension) of its NPDES permit (FL0036421-024). On March 21, 2024, DEP issued a RAI asking for additional information regarding the following: seismic methods and results for the site and methods used to resolve possible anomalies and previous sinkhole issues for the site.

Additionally, on April 19, 2024, Mosaic submitted an ERP application to DEP for construction of an approximately 265-acre borrow pit at the New Wales Facility. The project area consists of formerly mined phosphate lands reclaimed as upland habitat with isolated pockets of wetland that will not be disturbed as part of this project. The ERP application proposes to construct a sand borrow pit located immediately south of the existing New Wales phosphogypsum stack. The borrow from this pit will be used as fill material for future phases of gypsum stack construction to the west of the pit. Excavation and hauling operations will be utilized to remove sand down to a specified elevation to be hauled and used within the New Wales facility. On April 30, 2024, DEP gave notice to interested parties of this ERP application for the New Wales borrow pit.

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 New Wales 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.

Alico, Inc.—Orange Co Excavation ERP

In 2023, Alico, Inc. submitted an ERP application (MMR_332384) to DEP for its 79.82-acre Orange Co Excavation project. The project consists of an approximately 79.82-acre sand mine, which was previously operating as a borrow pit permitted by the Southwest Florida Water Management District ("SWFWMD") (ERP No. 33845.06). The acreage of mining extraction and disturbed lands being proposed totals 56.12 acres. There are approximately 4.14 acres of impacts to other surface waters, consisting of historically excavated pits that will ultimately be connected to the newly excavated waterbody, totaling one lake approximately 56.12 acres in size. 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.

On November 2, 2023, Alico, Inc. submitted its response to a May 22, 2023 RAI from DEP. On November 6, 2023, notice of the application was published in a newspaper. On January 5, 2024, Southwest Engineering and Design submitted a response to a November 28, 2023 RAI from DEP regarding the application. On April 11, 2024, DEP issued its Notice of Intent to issue the ERP. On May 9, 2024, DEP issued the final ERP (MMR_322384-002).

This project is located in Punta Gorda 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 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 include extracting sand and shell in four phases to be used on future development projects for public and private development. 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. On November 28, 2023, DEP issued another RAI to the Applicant requesting: revised application forms; additional engineering and hydrology information; revised and/or additional plans, maps and figures; a figure differentiating the project and property boundaries; and a clarification regarding the groundwater monitoring plan. On January 12, 2024, the Applicant submitted its response to the November 2023 RAI. On February 13, 2024, DEP issued another RAI, which the Applicant responded to on March 28, 2024.

The Harborview Excavation project is located southwest of the intersection of Neal Rd and Graham Rd in Charlotte County, in the Peace River Basin, specifically in the lower Peace River area.

Estech, L.L.C—Agricola Closed Phosphogypsum Stack

On October 30, 2023, Estech, L.L.C. ("Estech") submitted a NPDES permit renewal application (No. FL0160083- 005-IW1S/NR) for its Agricola Closed Phosphogypsum Stack facility ("Facility"). The application explains the nature of the business as "closed phosphogypsum stack monitoring

and maintenance, citrus farming and cattle production." On December 5, 2023, DEP issued a RAI requesting additional information regarding: the conductivity study provided; the mixing zone calculations (for the mixing zone between Hookers Prairie and the Estech NPDES outfall); sampling results; groundwater quality review; explanation of the exceedances in Radium shown by one of the well's sampling results; flow measurements; and nitrogen loading levels. Estech submitted its response to the RAI on January 3, 2024.

On March 22, 2024, DEP deemed the application complete. On April 29, 2024, Estech submitted an updated/relabeled figure depicting the surface water sampling locations pursuant to a request from DEP. The Facility is located in Agricola, FL in Polk County and is within (or near the border of) the Peace River Basin.

New Florida Ventures, Inc. Mine Expansion

On November 21, 2022, New Florida Ventures, Inc. submitted an application to modify its existing ERP (MMR 261889-006) to expand its current mine boundary. On March 4, 2024, New Florida Ventures submitted a response package to a RAI issued by DEP.

In 2006, the ERP was first issued to New Florida Ventures for a surface water management system for a sand mine on a 92.52-acre property, with a project area of 58.5 acres. The site is currently permitted to excavate 1,800,000 cubic yards ("CY") of sand fill material. New Florida Ventures proposes to excavate, process and haul an approximately additional 1,106,819 CY of fill (a total of 2,906,819 CY) and to expand the mine boundary in this permit modification. The application proposed to excavate a borrow pit in a single phase, with a total combined lake area of 54.1 acres. The borrow pit will expand the site's existing cells 2 and 3 and combine them with cell 1.

The mine is located on the west side of County Road 769, approximately half a mile southwest of the intersection with County Road 760 in DeSoto County. The site drains south towards wetlands located at the south end of the property, then to Horse Creek. The site appears to be located just a few miles from the Peace River and less than half a mile from the Peace River State Forest. As of the date of this Report, no new documents have been added to the DEP Oculus site for this application.

Three Suns Ranch LLC—Florida Shell and Fill Mine Expansion

On March 6, 2024, Three Suns Ranch LLC submitted an application (MMR 232489-005) to DEP for an expansion of a sand and fill mine in Punta Gorda. The application proposes to excavate, process, and haul approximately 1,212,000 CY of sand and fill material over ten years. The application states that excavated material will be excavated and stockpiled and de-saturated on site, and upon completion, the lake banks will be restored to a four to one side slope and stabilized. The application states that the entire 53.59-acre expansion area will be treated as one cell to be bermed and excavated, and that it will use the cells in the existing mine to serve as water storage for the dewatered expansion area. The engineering report states the mining activities as well as the stormwater management system will meet or exceed current regulatory requirements during mining operations. On March 28, 2024, DEP issued a RAI requesting changes and additional information related to the engineering report, engineering and hydrology, excavation plans, and reclamation plans.

The project site is located in Punta Gorda, near the Peace River.

Sarasota County—New Water Use Permits

On May 2, 2024, Sarasota County submitted an application for a new water use permit ("WUP") (no. 21195.000) to SWFWMD. The application requests an annual average and maximum day allocation of 5.198 million gallons per day ("mgd") and peak month allocation of 158.551 mgd for dewatering use related to construction activities associated with FDOT Legacy Trail over SR 758 Bee Ridge Road. On May 10, 2024, SWFWMD issued a RAI requesting: supporting information to demonstrate the withdrawal will not alter the rate or direction of movement of a contaminant plume (onsite or any nearby offsite source) and will not increase the potential for harm to the public health and safety; a water conservation plan; information that DEP has approved the proposed dewatering plan (due to existing contamination at the site); a map showing the proposed discharge points and swale area; and a contingency plan describing how turbidity of dewatering effluent will be managed.

Additionally, on May 9, 2024, Sarasota County submitted another application for a new WUP (no. 21197.000) requesting an annual average allocation of 0.75 mgd and peak month allocation of 0.85 mgd for dewatering use related to borrow excavation and stockpiling of soils.

The permits are for dewatering uses in Sarasota County and is located in the Southern Water Use Caution Area and Manasota basin.

HarborView Properties Neal Road, LLC —Water Use Permit

On January 30, 2024, HarborView Properties Neal Road, LLC submitted a WUP modification application (no. 13096.004) to SWFWMD. The modification requests to increase the annual average quantity from 0.4393 mgd to 2.565 mgd and the peak month quantity from of 2.769 mgd to 2.822

mgd. The existing permit authorizes withdrawals from the Upper Floridan Aquifer ("UFA") from two withdrawal points. The application states these two withdrawal points will be plugged and abandoned and all quantities will be coming from the Surficial Aquifer, forfeiting all existing UFA quantities. The permit is for mining/dewatering uses in Charlotte County and is located in the Peace River basin.

NC Real Estate Projects, LLC —Water Use Permit

On May 8, 2024, NC Real Estate Projects, LLC submitted a WUP modification application (no. 21107.001) to SWFWMD requesting an increase in annual average quantity from 0.4775 mgd to 1.3496 mgd and an increase in the authorized peak month quantity from 0.621 mgd to 2.041 mgd. The proposed modification adds additional residential development area to the south of the current service area, and also states that 44 former golf holes will be converted into new commercial and residential areas. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

Schroeder-Manatee Ranch, Inc.—Water Use Permit

On April 24, 2024, SWFWMD issued a WUP modification (no. 7846.032) to Schroeder-Manatee Ranch, Inc. that combines WUPs 20007846.031 and 20011019.011 and modifies the water use type associated with new planned residential developments within the current WUP 20011019.031 boundary. The modification increases the annual average quantity from 18.237 mgd to 19.696 mgd and the peak month quantity from 55.731 mgd to 60.057 mgd. The change in allocation is for supplemental irrigation quantities to irrigate an additional 675.27 acres of lawn/landscape and golf courses area associated with the three proposed developments. The

irrigation demand will be supplied using a combination of reclaimed water, surface water and groundwater with a total annual average and peak month quantity of 1.458 mgd and 4.325 mgd, respectively.

The permit is for landscape/recreation and agricultural uses in Manatee and Sarasota Counties and is located in the Most Impacted Area ("MIA") of the Southern Water Use Caution Area and Manasota basin.

John Falkner, LLC—Water Use Permit

On April 2, 2024, SWFWMD issued a WUP modification (no. 13011.004) to John Falkner, LLC. The modification increases the annual average quantity from 2.5239 mgd to 5.8375 mgd and the peak month quantity from 5.1309 mgd to 11.391 mgd. The increase in permitted quantities is due to combining WUP Nos. 20009817.014, 20010487.009, 20012264.005, and 20013008.002—no new quantities are being issued on this water use permit. The permit is for agricultural uses in Manatee County and is located in the MIA of the Southern Water Use Caution Area and Manasota basin.

Charlotte Harbor Water Association—Water Use Permit

On October 31, 2023, SWFWMD received a WUP modification application (no. 1512.016) from Charlotte Harbor Water Association that 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 to meet its upgraded plant capacity. On November 8, 2023, SWFWMD issued a RAI requesting additional information

regarding the proposed demand, population projections, and per capita rates. On February 13, 2024, SWFWMD extended the deadline to respond to the RAI through May 6, 2024.

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 UFA within the 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 GWRC quantity of 4,976,083 gallons per day ("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 and on February 21, 2024, Manatee County submitted a response to the RAI. On March 18, 2024, SWFWMD issued a clarification letter requesting: updated groundwater modeling files, supporting documentation regarding the recharge well and net benefit requirements, and updated calculations of reclaimed water quantities that are associated with groundwater replacement credits.

The permit is for public supply uses and is located in Manatee County within the 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 ("Taylor Woodrow) submitted a WUP modification application (no. 3744.013) to SWFWMD that 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. 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 no later than five years, 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 related to the proposed increase in Upper Floridan aquifer quantities and the need for a net benefit. SWFWMD granted extensions of time to respond to the RAI through May 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.