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

REVISED 8/5/25

AGENDA PACKET
August 6, 2025 @ 9:30 a.m.

Manatee County Administration Center
Honorable Patricia M. Glass Chambers
1112 Manatee Ave West, Bradenton, FL

Additional information may be obtained by contacting the Peace River Manasota Regional Water Supply Authority, located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, via email at peaceriver@regionalwater.org or by visiting www.regionalwater.org. Persons with disabilities who may require assistance should contact the Agency Clerk by calling (941) 316-1776 at least two business days in advance to make appropriate arrangements. Authority board meetings are normally recorded. Any party seeking to appeal any decisions involving the matters noticed herein is advised that it may be necessary for them to ensure a verbatim record of the meeting is made, including testimony and evidence upon which an appeal is to be based.

BOARD OF DIRECTORS
Commissioner Joseph Tiseo, Charlotte County, Chairman
Commissioner Ron Cutsinger, Sarasota County, Vice Chairman
Commissioner Elton Langford, DeSoto County
Commissioner Jason Bearden, Manatee County

CALL TO ORDER AND ROLL CALL

INVOCATION
Commissioner Elton Langford

PLEDGE OF ALLEGIANCE
Led by the board

WELCOME GUESTS

HOST COUNTY REMARKS
Patrick Shea, Utilities Director

CHANGES TO THE AGENDA

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 before this Public Comments item. Each person who 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 who 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.

PUBLIC HEARING – BUDGET FOR FY 2026

1. Open Public Hearing
2. Presentation of Budget for FY 2026
3. Public Comment
4. Close Public Hearing

BUDGET FOR FY 2026

1. Adoption of Budget for FY 2026
2. Resolution 2025-09 'Resolution Setting Forth Schedules of Rates, Fees, and Charges for FY 2026'

CONSENT AGENDA

1. Minutes of June 4, 2025, Board of Directors' Meeting
2. Resolution 2025-10 'Florida Water Professionals Month'
3. U.S. Geological Survey Joint Funding Agreement for Monitoring in the Peace River
4. Annual Regulatory Plan 2025-2026
5. Gopher Tortoise Recipient Site Reservation Agreement
6. Phase 2B Myakka Islands Point Preserve Easement
7. Phase 2B Regional Interconnect Purchase of Pipeline Easements
8. PRF Traffic Circulation Improvement Project – Part 1
9. Continuing Services Agreements for Engineering, Environmental, Hydrogeological and Surveying
10. Purchase of Replacement Dry Polymer Systems for Plants 1 & 2
11. ASR Wellfield 2 Network Fiber Optic Cable Replacement
12. Phase 3C Extension Regional Transmission Main Feasibility and Routing Study Update

REGULAR AGENDA

1. Water Supply Conditions Report
2. Southwest Florida Water Management District FY 2027 Cooperative Funding Initiative Applications
3. 2025 A/B/C Series Bond Results
4. Contractor Pre-Qualification for the Peace River Regional Reservoir 3 Project
5. Deposit on Mitigation Bank Credits for State Environmental Resource Permit REVISED 7/30/25
6. PR3 Volume #3 Guaranteed Maximum Price
7. Peace River Facility Expansion Design Build Services Contract Amendment No. 3

GENERAL COUNSEL'S REPORT

EXECUTIVE DIRECTOR'S REPORT

CHAIRMAN'S REPORT

1. Annual Review of the Executive Director REVISED 8/5/25

ROUTINE STATUS REPORTS

1. Hydrologic Conditions Report
2. Check Registers for May and June 2025

3. Peace River Regional Reservoir No. 3 (PR3) Project
4. Regional Integrated Loop System Phase 2B Interconnect Project
5. Regional Integrated Loop System Phase 3C Interconnect Project
6. Peace River Facility Expansion Project
7. Partially Treated Surface Water ASR Project
8. Peace River Basin Report

BOARD MEMBER COMMENTS

PUBLIC COMMENTS *(if necessary)*

ANNOUNCEMENTS

Next Authority Board Meeting
Wednesday, October 1, 2025 @ 9:30 a.m.
Sarasota County - South County Administration
Robert L. Anderson Administration Center
County Commission Chambers
4000 South Tamiami Trail, Venice, FL

Future Authority Board Meetings
December 3, 2025 @ 9:30 a.m.
Charlotte County Administration Center
Commission Chambers, Room 119
18500 Murdock Circle, Port Charlotte, FL

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
August 6, 2025

PUBLIC HEARING

Budget for FY 2026

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1. Open Public Hearing
2. Presentation of Budget for FY 2026
3. Public Comment
4. Close Public Hearing

Final Proposed Budget for FY2026

Authority Board Meeting

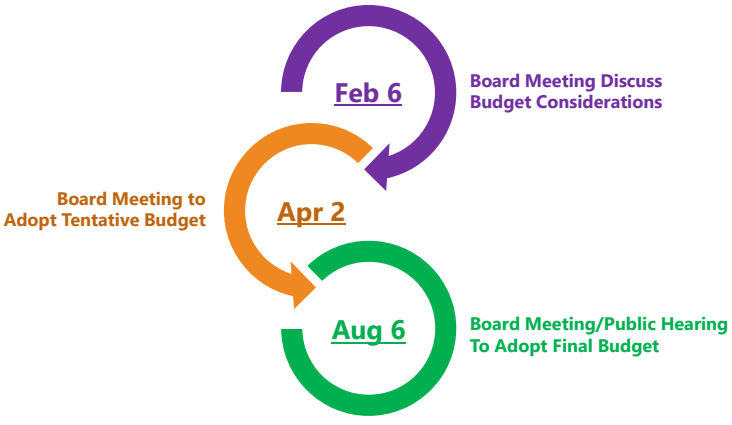
August 6, 2025

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Budget Calendar



FY 2026 Budget documents available to the public @ *regionalwater.org*

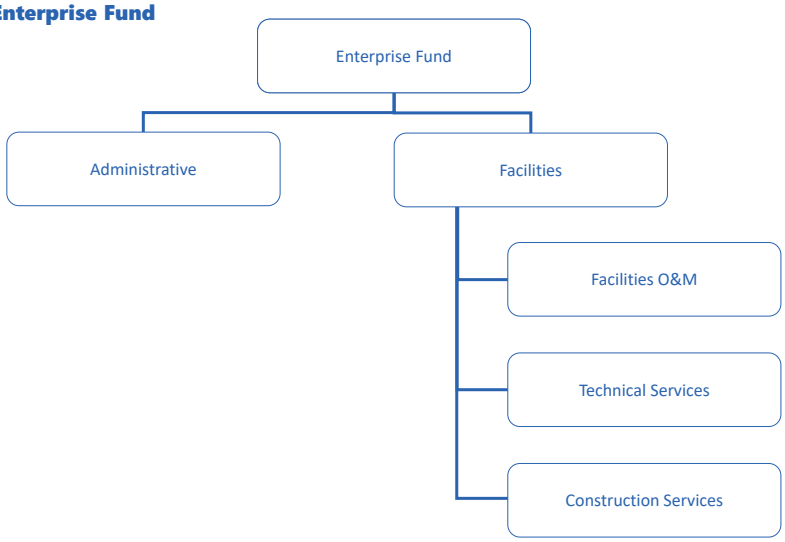
Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Enterprise Fund



Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Final Proposed Budget

	FY 2025 Budget	FY 2026 Tentative Budget	FY2026 Final Proposed Budget	Increase/ (Decrease) from Tentative Budget
Administrative	$ 607,926	$ 642,408	$ 642,408	$ 0
Office Facilities	$255,288,556	$ 284,359,101	$ 316,359,101	$ 32,000,000
Total Enterprise Fund	$ 255,896,482	$ 285,001,509	$317,001,509	$ 32,000,000

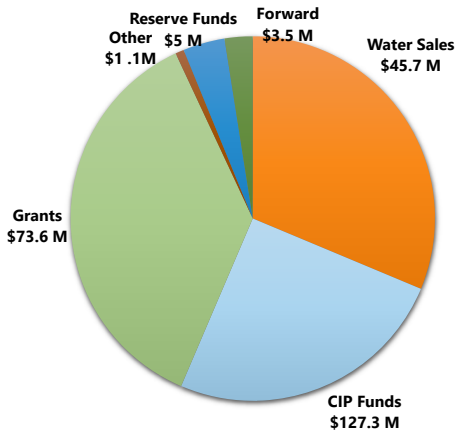
Peace River Manasota Regional Water Supply Authority

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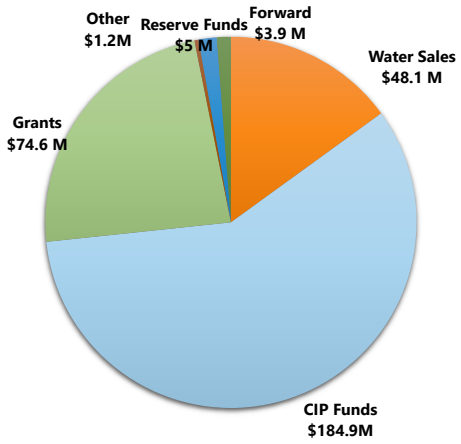
Final Proposed Budget for FY 2026

Sources of Revenue

FY 2025 Available Funds
$255.9 M



FY 2026 Available Funds
$317 M

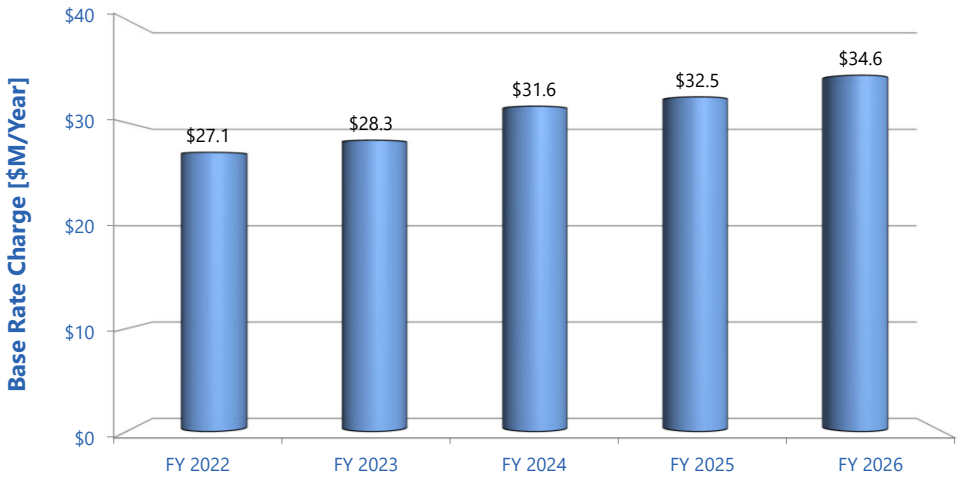


Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Historical Base Rate Charge



Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Water Rate

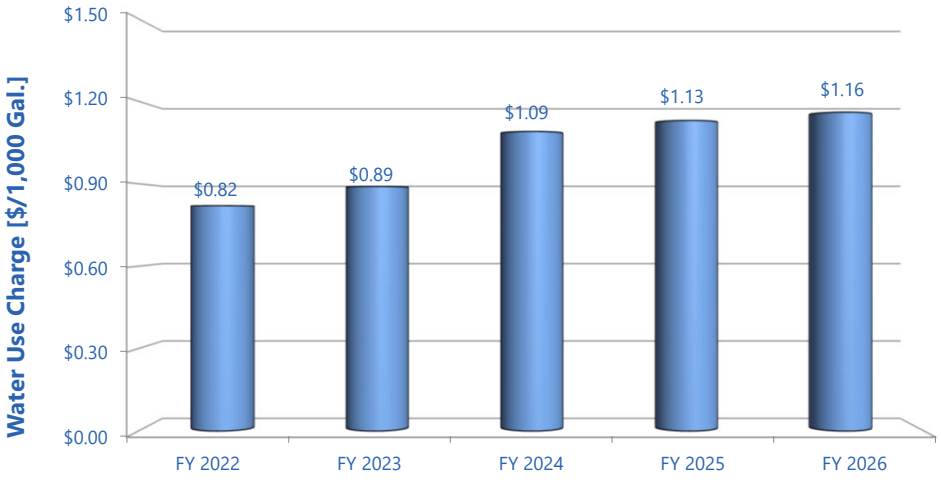
Customer Water Rate	FY 2025 Budget	FY 2026 Tentative Budget	Increase/ (Decrease)	FY 2026 Final Proposed Budget	Increase/ (Decrease) from Tentative
Base Rate Charge ($ for FY)					
• Charlotte Co.	$ 12,250,493	$ 11,975,526	$ (274,967)	$ 11,810,015	$ (165,511)
• DeSoto Co	$ 729,257	$ 958,178	$ 228,921	$ 943,663	$ (14,515)
• Manatee Co.	$ 0	$ 149,155	$ 149,155	$ 105,828	$ (43,327)
• Sarasota Co.	$ 16,684,981	$ 18,699,897	$ 2,014,916	$ 18,465,409	$ (234,488)
• North Port	$ 2,851,529	$ 2,810,383	$ (41,146)	$ 2,768,226	$ (42,157)
	$ 32,516,260	$ 34,593,140	$ 2,076,880	$ 34,093,140	$ (500,000)
Water Use Charge ($/1,000 Gal)	$ 1.13	$ 1.16	$ 0.03	$ 1.16	$ 0

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Historical Water Use Charge



Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Member Fee

Member Fee	FY 2025 Budget	FY 2026 Final Proposed Budget	Increase/ (Decrease)
Member Fee ($ for FY)			
• Charlotte Co.	$ 108,680	$ 116,027	$ 7,347
• DeSoto Co.	$ 70,570	$ 75,241	$ 4,671
• Manatee Co.	$ 160,980	$ 172,232	$ 11,252
• Sarasota Co.	$ 166,458	$ 177,669	$ 11,212
	$ 506,688	$ 541,169	$ 34,481

Base Contribution = ½ amount divided by 4
Pro-Rata Share = ½ amount based on pro rata share of total 4-county population

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Management & Planning Assessment

Member/Customer Planning Assessment	FY 2025 Budget	FY 2026 Final Proposed Budget	Increase/ (Decrease)
Assessment ($ for FY)			
• Charlotte Co.	$ 85,017	$ 84,931	$ (86)
• DeSoto Co.	$ 13,563	$ 13,332	$ (231)
• Manatee Co.	$ 183,075	$ 183,597	$ 521
• Sarasota Co.	$ 157,297	$ 155,886	$(1,411)
• North Port	$ 36,048	$ 37,255	$ 820
	$ 475,000	$ 475,000	$ 0

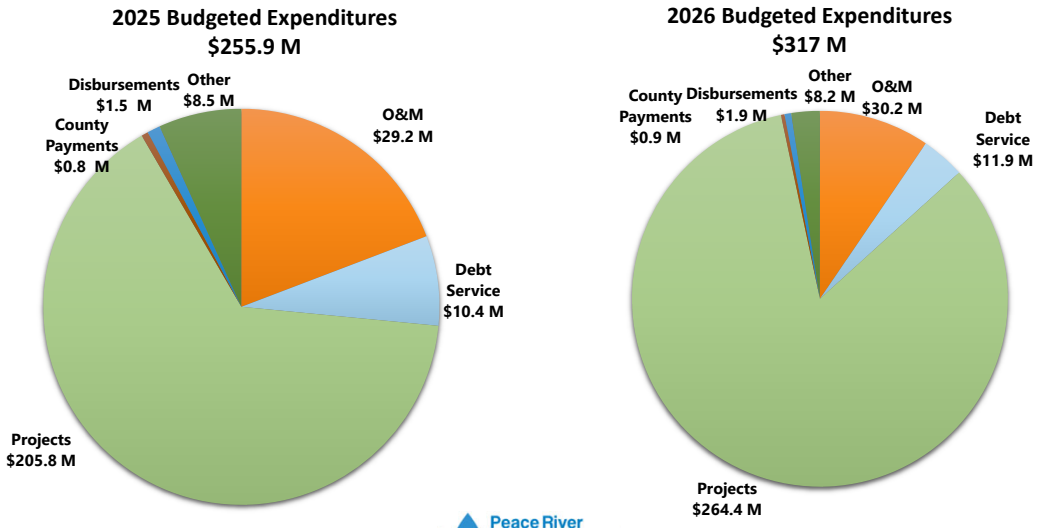
Assessments based on each customers pro rata share of total 4-county population

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Major Expenditures



Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Budget Highlights

- Operation & Maintenance
  - Power and Chemical costs increased slightly at 2.4%
  - Personnel compensation increase budgeted at 4% (2% COLA/2% Merit)
  - Two new personnel positions to achieve Strategic Plan goals and objectives - Construction Inspector, Compliance Manager
  - Repairs and Maintenance increased 3.4%
  - Contract Services increased 5.9%
  - Slight increase to Machinery & Equipment

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Budget Highlights

- Other Rate Related Expenditures
  - Contribution to R&R Reserve
  - Transfer to CIP
  - Transfer to System-Wide Benefit
  - Transfer to Utility Reserve Fund
  - Disaster Recovery Reserve
  - Contingencies
  - Admin Cost Charge-Back

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Budget Highlights

- CIP Projects Expense

Item No.	CIP Project	FY 2026 Expenditures	CIP Funds	SWFWMD Grant Funds	State Grant Funds	FY 2026 Total
1	Reservoir No. 3	168,913,040	94,706,520	74,206,520		168,913,040
2	PRF Expansion	69,000,000	69,000,000			69,000,000
3	Regional Integrated Loop - Phase 2B - PDB	12,595,247	12,245,247	350,000		12,595,247
4	Regional Integrated Loop - Phase 3C - PDB	8,400,000	8,400,000	-		8,400,000
	Total	$ 258,908,287	$ 184,351,767	$ 74,556,520	$ -	$ 258,908,287

- System-Wide Benefit Projects Expense

Item No.	System Wide Benefit CIP Project	FY 2026 Expenditures	Source of Funds: CIP Funds	SWFWMD Grant Funds	State Grant Funds	FY 2026 Total
1	Water Resources/Construction Dept. Building	500,000	500,000	-	-	500,000
	Total	$ 500,000	$ 500,000	$ -	$ -	$ 500,000

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Budget Highlights

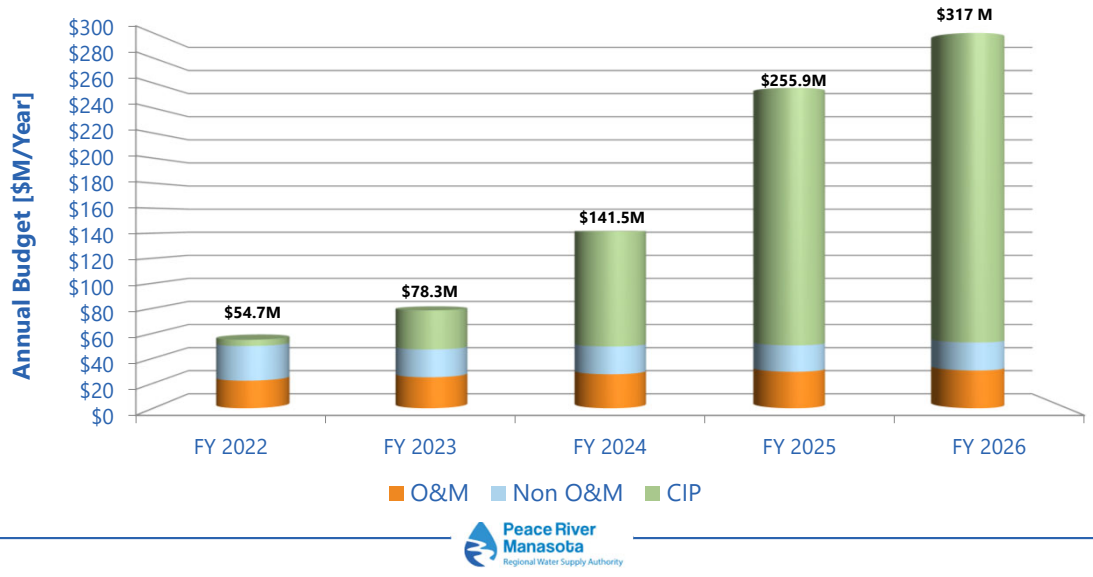
Customer Fund Disbursements	Debt Coverage from FY 2025	2014B Bond Refunding Savings	Total Disbursement
Disbursement/Credit ($ for FY)			
• Charlotte Co.	$ 336,727	$ 88,168	$ 424,895
• DeSoto Co	$ 35,681	$ 2,753	$ 38,434
• Manatee Co.	$ 0	$ 0	$ 0
• Sarasota Co.	$ 999,771	$ 210,012	$ 1,209,783
• North Port	$ 147,298	$ 34,817	$ 182,115
	$ 1,519,477	$ 335,750	$ 1,855,227

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Historical Budgets



Peace River Manasota Regional Water Supply Authority

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Questions & Discussion

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget for FY 2026

Staff Recommendation

Motion to approve Final Budget for FY 2026 in the amount of $317,001,509.

Peace River Manasota Regional Water Supply Authority

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Final Proposed Budget: Resolution 2025-09

Staff Recommendation

Motion to approve Resolution 2025-09 'Resolution Setting Forth Schedules of Rates, Fees and Charges for FY 2026'.

Peace River Manasota Regional Water Supply Authority

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

BUDGET FOR FY 2026
ITEM 1

Adoption of Budget for FY 2026

Presenter - Ann Lee, MBA, CGFO Senior Manager Budget & Finance

Recommended Action - **Motion** to approve the Budget for FY 2026 in the amount of $317,001,509.

The proposed Final Budget for FY 2026 is presented in accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Master Water Supply Contract'. The final budget includes all anticipated expenditures of the Authority for its projects and activities for the ensuing fiscal year, including, but not limited to, operating and maintenance costs, management and planning costs, and debt service.

The Tentative Budget for FY 2026 was approved by the Board on April 2, 2025, and all budget documents have been posted on the Authority's website for public review. The proposed final FY 2026 Budget amount of $317,001,509 is $32 million more Tentative Budget due to adjustments in the CIP expenditures related to the PRF Expansion Project. A summary comparison between the FY 2025 and FY 2026 budgets is provided in Tabs A and B.

Attachments
Tab A FY 2026 Budget Cost Analysis
Tab B FY 2026 Budget Water Rates and Charges Analysis
Tab C FY 2026 Proposed Final Budget

TAB A
FY 2026 Budget Cost Analysis

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

BUDGET COST ANALYSIS			
Enterprise Fund	**FY 2025 Approved**	**FY 2026 Proposed**	**Variance +/-**
AVAILABLE FUNDS			
Water Sales	$ 45,700,420	$ 47,580,587	$ 1,880,167
Member Fee	$ 506,688	$ 541,169	$ 34,481
Customer Planning Assessment	$ 475,000	$ 475,000	$ -
Subtotal	$ 46,682,108	$ 48,596,756	$ 1,914,648
Estimated Unencumbered Funds from Prior Year	$ 3,519,477	$ 3,855,227	$ 335,750
Federal Direct Payment	$ -	$ -	$ -
Interest Income	$ 40,000	$ 40,000	$ -
Rent Income	$ 101,238	$ 101,238	$ -
Reserve Accounts	$ 5,000,000	$ 5,000,000	$ -
CIP Fund	$ 127,000,000	$ 184,851,767	$ 57,851,767
Grants	$ 73,553,659	$ 74,556,520	$ 1,002,861
Total Sources	**$ 255,896,482**	**$ 317,001,509**	**$ 61,105,026**
EXPENDITURES			
Insurances	$ 1,054,000	$ 1,059,800	$ 5,800
Personnel	$ 9,000,192	$ 9,314,391	$ 314,198
Utilities	$ 3,732,461	$ 3,886,679	$ 154,219
Operating Supplies	$ 140,000	$ 160,000	$ 20,000
Water Treatment Chemicals	$ 9,274,418	$ 9,436,315	$ 161,897
Repairs & Maintenance	$ 2,421,000	$ 2,504,000	$ 83,000
Machinery & Equipment	$ 250,000	$ 252,000	$ 2,000
Contract Services	$ 2,771,300	$ 2,935,500	$ 164,200
General Administration	$ 587,500	$ 637,500	$ 50,000
Subtotal	$ 29,230,871	$ 30,186,185	$ 955,314
Debt Service	$ 11,881,064	$ 13,639,311	$ 1,758,247
County Payments	$ 796,000	$ 937,500	$ 141,500
Contingencies	$ 500,000	$ 500,000	$ -
Transfer to R&R Account	$ 4,500,000	$ 4,500,000	$ -
Transfer to CIP	$ 930,411	$ 500,000	$ (430,411)
Transfer to Utility Reserve Fund	$ 260,000	$ -	$ (260,000)
Transfer to Disaster Recovery Reserve Fund	$ 750,000	$ 500,000	$ (250,000)
Water Purchase	$ -	$ -	$ -
Projects	$ 205,528,659	$ 264,383,287	$ 58,854,628
Fund Disbursements	$ 1,519,477	$ 1,855,227	$ 335,750
Total Uses	**$ 255,896,483**	**$ 317,001,510**	**$ 61,105,026**

TAB B
FY 2026 Budget Water Rates and Charges Analysis

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

WATER RATE AND CHARGES ANALYSIS			
Fixed Charges	**FY 2025 Approved**	**FY 2026 Proposed**	**Variance +/-**
Charlotte County			
Base Charge	$ 12,266,998	$ 11,889,652	$ (377,345)
Base Charge - Pool Water	$ (16,504)	$ (79,637)	$ (63,133)
Member Contribution	$ 108,680	$ 116,027	$ 7,347
Planning Assessment	$ 85,017	$ 84,931	$ (86)
Subtotal	$ 12,444,190	$ 12,010,973	$ (433,217)
DeSoto County			
Base Charge	$ 679,744	$ 800,315	$ 120,572
Base Charge - Pool Water	$ 49,513	$ 143,347	$ 93,835
Member Contribution	$ 70,570	$ 75,241	$ 4,671
Planning Assessment	$ 13,563	$ 13,332	$ (231)
Subtotal	$ 813,390	$ 1,032,236	$ 218,845
Manatee County			
Base Charge	$ -	$ 105,828	$ 105,828
Member Contribution	$ 160,980	$ 172,232	$ 11,252
Planning Assessment	$ 183,075	$ 183,597	$ 521
Subtotal	$ 344,056	$ 461,657	$ 117,601
Sarasota County			
Base Charge	$ 16,717,989	$ 18,529,119	$ 1,811,129
Base Charge - Pool Water	$ (33,009)	$ (63,710)	$ (30,701)
Member Contribution	$ 166,458	$ 177,669	$ 11,212
Planning Assessment	$ 157,297	$ 155,886	$ (1,411)
Subtotal	$ 17,008,736	$ 18,798,964	$ 1,790,229
City of North Port			
Base Charge	$ 2,851,529	$ 2,768,226	$ (83,304)
Base Charge - Pool Water	$ -	$ -	$ -
Member Contribution	$ -	$ -	$ -
Planning Assessment	$ 36,048	$ 37,255	$ 1,207
Subtotal	$ 2,887,578	$ 2,805,480	$ (82,097)
Enterprise Fund			
Base Charge	$ 32,516,259	$ 34,093,140	$ 1,576,880
Base Charge - Pool Water	$ -	$ -	$ -
Member Contribution	$ 506,688	$ 541,169	$ 34,481
Planning Assessment	$ 475,000	$ 475,000	$ -
Total	$ 33,497,948	$ 35,109,309	$ 1,611,362

Variable Charges	**FY 2025 Approved**	**FY 2026 Tentative**	**Variance +/-**
Water Use Rate Charge			
$/1,000 gallons	$1.13	$1.16	$0.03

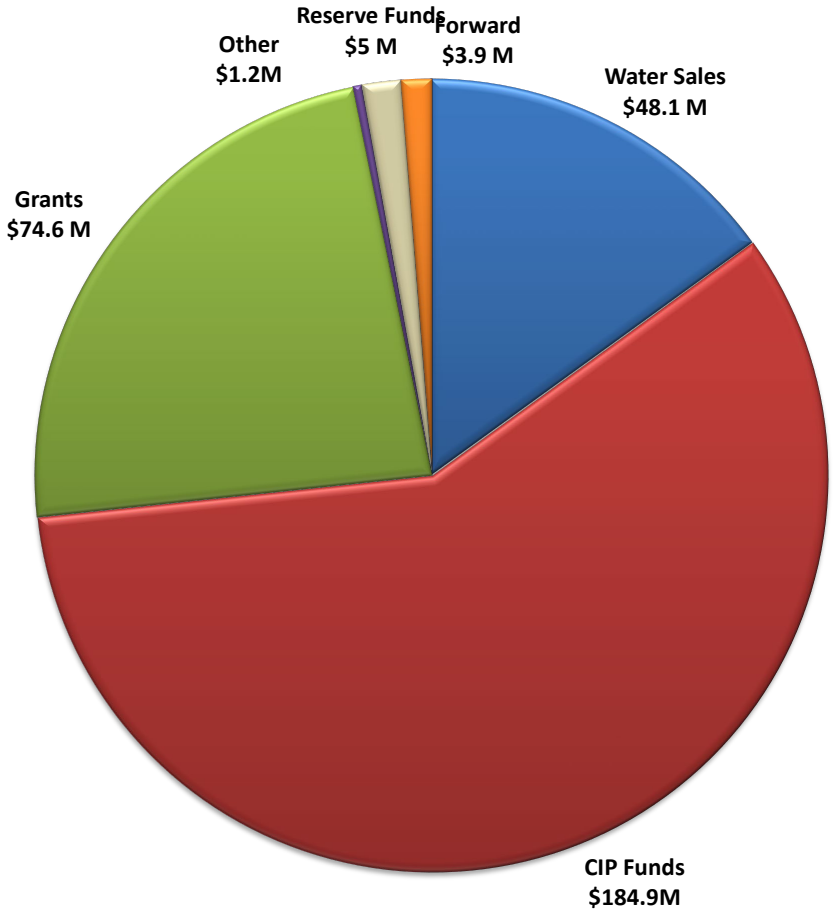
TAB C
FY 2026 Proposed Final Budget

Peace River Manasota
Regional Water Supply Authority

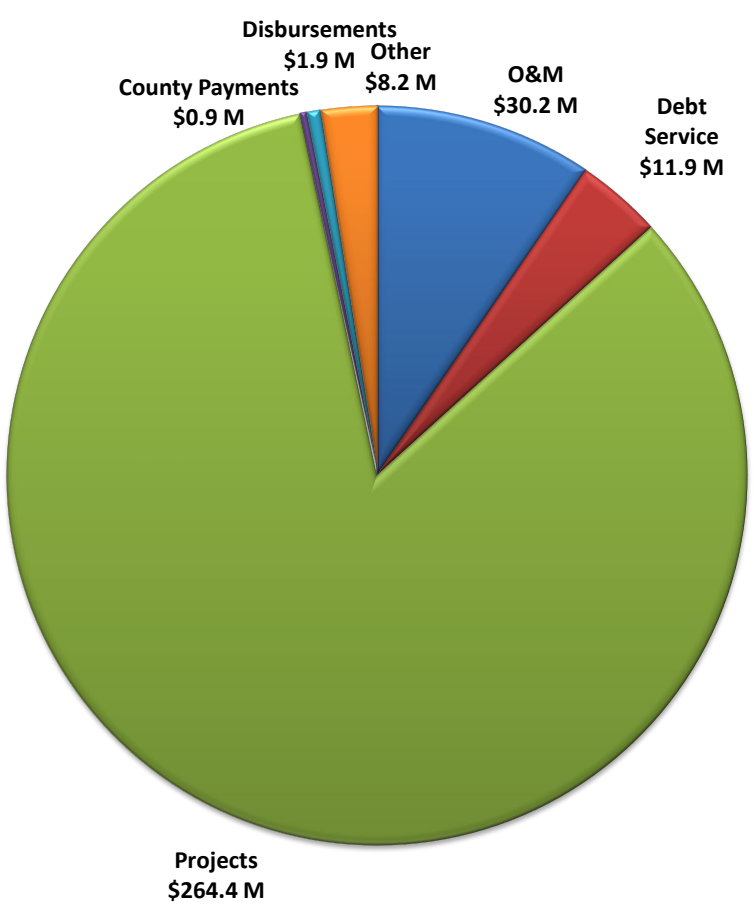
Final Proposed Budget for FY 2026

[August 6, 2025]

AVAILABLE FUNDS
$317 M



EXPENDITURES
$317 M



Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

AVAILABLE FUNDS	Administrative Office	Facilities	Total Enterprise Fund
Revenue			
Water Sales		47,580,587	47,580,587
Member Fee	541,169		541,169
Planning Assessment		475,000	475,000
Anticipated interest		40,000	40,000
Rent Income [including CAM]	101,238		101,238
Subtotal	642,408	48,095,587	48,737,995
Grants			
State Grant Funds		-	-
SWFWMD Grant Funds		74,556,520	74,556,520
Subtotal		74,556,520	74,556,520
Reserve Accounts			
Transfer from R&R Reserve Account		4,500,000	4,500,000
Transfer from Rate Stabilization		500,000	500,000
Subtotal		5,000,000	5,000,000
CIP Fund			
CIP Project Funds		-	-
CIP Project Funds (From Financing)		184,351,767	184,351,767
System-Wide Benefit CIP Project Funds		500,000	500,000
Subtotal		184,851,767	184,851,767
Funds Brought Forward			
Carry Forward from FY2025		2,000,000	2,000,000
Funds Brought Forward for Disbursement		1,855,227	1,855,227
Subtotal	-	3,855,227	3,855,227
Total Funds Available	**$ 642,408**	**$ 316,359,101**	**$ 317,001,509**

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
OPERATION & MAINTENANCE			
Insurances			
Property/Liability/Worker's Compensation		1,000,000	1,000,000
Auto		50,000	50,000
Public Officials Liability	9,800		9,800
Subtotal	9,800	1,050,000	1,059,800
Personnel			
Administration	648,030	446,874	1,094,904
Facility Operations/Maintenance/Technical Services		4,938,788	4,938,788
Subtotal	648,030	5,385,662	6,033,692
Benefits			
FICA Taxes	49,574	408,733	458,308
Fla. Retirement System	151,349	889,547	1,040,896
Health Insurance	149,573	1,631,923	1,781,496
Subtotal	350,496	2,930,203	3,280,699
Utilities			
Electric Power	21,547	3,676,132	3,697,679
Diesel Fuel	-	25,000	25,000
Vehicle Fuel	5,000	60,000	65,000
Telephone	14,000	85,000	99,000
Subtotal	40,547	3,846,132	3,886,679
Operating Supplies			
General Operations		50,000	50,000
Laboratory Supplies		110,000	110,000
Subtotal	-	160,000	160,000
Water Treatment Chemicals			
Aluminum Sulfate		3,001,217	3,001,217
Sodium Hydroxide		2,159,864	2,159,864
Carbon		2,851,394	2,851,394
Coagulant Aid		154,107	154,107
Sodium Hypochlorite		1,071,329	1,071,329
Aqua Ammonia		123,403	123,403
Copper Sulfate		75,000	75,000
Subtotal		9,436,315	9,436,315

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
Repairs & Maintenance			
Water Treatment Facilities		1,100,000	1,100,000
Water Resources		655,000	655,000
Land Management		476,000	476,000
Regional Transmission System		150,000	150,000
ASR		75,000	75,000
Vehicle Fleet Maintenance	3,000	45,000	48,000
Subtotal	3,000	2,501,000	2,504,000
Machinery & Equipment			
Machinery & Equipment		252,000	252,000
Contract Services			
Annual Audit	5,280	38,720	44,000
Engineering Services - General		370,000	370,000
Hydrogeological Services		200,000	200,000
Environmental Services		205,000	205,000
Rate Consulting Services		65,000	65,000
Information/Technology Services	50,000	35,000	85,000
Reservoir Permit Monitoring		345,000	345,000
Equipment Rental	15,000	50,000	65,000
Legal Services	30,000	275,000	305,000
Legislative Monitoring Services		75,000	75,000
Off-Site Treatment Residual Hauling and Disposal		375,000	375,000
Outside Lab Services - Drinking Water/ASR/EPA		110,000	110,000
Watershed Programs/Monitoring/Protection [HBMP, MFL, Stewardship]		600,000	600,000
Charlotte Harbor NEP		3,500	3,500
Uniforms		18,000	18,000
Contract Labor		-	-
Contract Services - Other	15,000	55,000	70,000
Subtotal	115,280	2,820,220	2,935,500

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
General Administration			
Office Maintenance/Improvements	5,000	-	5,000
Administrative Office Common Area Maintenance	55,000	-	55,000
Advertising	-	8,000	8,000
Software	-	190,000	190,000
Office Supplies	25,000	40,000	65,000
Postage/Shipping	1,000	4,000	5,000
Books, Dues, Subs & Memberships	8,000	25,000	33,000
Training	2,000	20,000	22,000
Professional Development/Cont. Education	15,000	25,000	40,000
Mileage/Travel Reimbursement	15,000	50,000	65,000
Public Outreach/Education Programs/Website	50,000	50,000	100,000
Misc. Fees [permits, registrations, licenses, certifications, bank charges]	14,500	35,000	49,500
Subtotal	190,500	447,000	637,500
Total - Operations & Maintenance	**$ 1,357,653**	**$ 28,828,531**	**$ 30,186,186**

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
NON-OPERATION & MAINTENANCE			
Annual Debt Service			
2015 Bond Series		2,524,000	2,524,000
2020 Bond Series		4,806,300	4,806,300
2024 Bond Series		4,314,000	4,314,000
2019 Series Note	248,366		248,366
Subtotal	248,366	11,644,300	11,892,666
County Payments			
DeSoto Payment		937,500	937,500
Subtotal		937,500	937,500
Other Rate Related Expenditures			
Contribution to R&R Reserve		4,500,000	4,500,000
Transfer to CIP (PR^3)		-	-
Transfer to System-Wide Benefit CIP		500,000	500,000
Transfer to Utility Reserve Fund		-	-
Disaster Recovery Reserve		500,000	500,000
Contingencies		500,000	500,000
Water Purchase		-	-
Debt Service Coverage Fund		1,746,645	1,746,645
Administrative Costs	(963,611)	963,611	-
Subtotal	(963,611)	8,710,256	7,746,645
Total Rate Related Expenditures	**$ 642,408**	**$ 50,120,587**	**$ 50,762,995**

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

EXPENDITURES	Administrative Office	Facilities	Total Enterprise Fund
NON-RATE RELATED EXPENDITURES			
Projects			
CIP Projects		259,408,287	259,408,287
Renewal & Replacement Projects		4,500,000	4,500,000
Management & Planning Projects		475,000	475,000
Subtotal		264,383,287	264,383,287
Fund Disbursements (Debt Coverage Payment FY2025)			
Charlotte County		336,727	336,727
DeSoto County		35,681	35,681
Sarasota County		999,771	999,771
North Port		147,298	147,298
Subtotal		1,519,477	1,519,477
Fund Disbursements (2014B Bond Refunding Savings from FY25)			
Charlotte County		88,168	88,168
DeSoto County		2,753	2,753
Sarasota County		210,012	210,012
North Port		34,817	34,817
Subtotal		335,750	335,750
Total Non-Rate Related Expenditures		**266,238,514**	**266,238,514**
Total Expenditures	**$ 642,408**	**$ 316,359,101**	**$ 317,001,509**

DEBT SERVICE

Customer	2024A (fka 2014B) Bond Series	2015 Bond Series	2020 Bond Series	2024B Bonds	Total
Charlotte County	$ 645,996	$ 599,702	$ 910,434	$ -	$ 2,156,133
DeSoto County	$ 20,172	$ 181,223	$ 33,529	$ -	$ 234,924
Manatee County	$ -	$ -	$ -	$ -	$ -
Sarasota County	$ 1,538,730	$ 1,743,074	$ 3,170,200	$ 1,854,000	$ 8,306,004
City of North Port	$ 255,102	$ -	$ 692,137	$ -	$ 947,239
Total	$ 2,460,000	$ 2,524,000	$ 4,806,300	$ 1,854,000	$ 11,644,300

2019 Series Note (Administrative Office)	**$ 248,366**

CAPITAL IMPROVEMENT PROGRAM
Funded CIP Projects

Item No.	CIP Project	FY 2026 Expenditures	Source of Funds: CIP Funds	SWFWMD Grant Funds	State Grant Funds	FY 2026 Total
1	Reservoir No. 3	168,913,040	94,706,520	74,206,520		168,913,040
2	PRF Expansion	69,000,000	69,000,000			69,000,000
3	Regional Integrated Loop - Phase 2B - PDB	12,595,247	12,245,247	350,000		12,595,247
4	Regional Integrated Loop - Phase 3C - PDB	8,400,000	8,400,000	-		8,400,000
	Total	$ 258,908,287	$ 184,351,767	$ 74,556,520	$ -	$ 258,908,287

Item No.	System Wide Benefit CIP Project	FY 2026 Expenditures	Source of Funds: CIP Funds	SWFWMD Grant Funds	State Grant Funds	FY 2026 Total
1	Water Resources/Construction Dept. Building	500,000	500,000	-	-	500,000
	Total	$ 500,000	$ 500,000	$ -	$ -	$ 500,000

MANAGEMENT & PLANNING PROJECTS

Item No.	Planning Projects	FY 2026 Expenditure	Funds Brought Forward	Other Funding	FY 2026 Assessment
1	MWSC Modifications	50,000	-	-	50,000
2	Polk Regional Water Cooperative Coordinating Committee	25,000	-	-	25,000
3	PFAS	85,000	-	-	85,000
4	Regional Water Supply Planning	315,000	-	-	315,000
	Total	$ 475,000	$ -	$ -	$ 475,000

SYSTEM-WIDE BENEFIT CIP PROJECT CONTRIBUTION ALLOCATION
10/01/2025 to 09/30/2026

Cost Allocation		
[Annual costs to be allocated]	Annual Contribution (1)	
Charlotte County		165,511
DeSoto County		14,515
Manatee County		43,328
Sarasota County		234,489
City of North Port		42,158
Total	$	500,000

(1) Annual Contribution included in Base Rate Charge.

Water Allocation	Forecast Water Allocation (2)	
	Water Allocation [MGD]	Water Allocation [Percentage]
Charlotte County	19.100	33.10%
DeSoto County	1.675	2.90%
Manatee County	5.000	8.67%
Sarasota County	27.060	46.90%
City of North Port	4.865	8.43%
Total	57.700	100.00%

(2) Forecast of Potential Water Allocation for 2040 for cost allocation calculation [does not represent contracted allocation or obligation].

WATER RATE [Authority Customers]

10/01/2025 to 09/30/2026

Total Monthly Water Charge to Customers [Charge per Month]	Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)	
Base Rate Charge [Annual costs to be allocated]	Totals	
Other Rate Related Expenditures		
Fixed O & M Cost Component	15,341,085	
Contribution to R & R Reserve	4,500,000	
Transfer to CIP (PR^3)	-	
Contingencies	500,000	
Transfer to Utility Reserve Fund	-	
Transfer to Disaster Recovery Reserve	500,000	
Transfer to Administrative Fund	963,611	
Projected Interest Earned	(40,000)	
Transfer from Rate Stabilization Reserve	(500,000)	
Funds Brought Forward	(2,000,000)	
Sub-Total Other Rate Related Expenditures	$ 19,264,696	
Water Purchase	0	
Total Other Rate Related Expenditures	$ 19,264,696	
Debt Service Cost		
2015 Bonds	2,524,000	
2020 Bonds	4,806,300	
2024 Bonds	4,314,000	
Total Debt Service	$ 11,644,300	
Debt Service Coverage Payments	$ 1,746,645	
Debt Service Contributions	$ -	
County Payments		
DeSoto Payment	937,500	
Total County Payments	$ 937,500	
System-Wide CIP Contribution		
Transfer out to CIP	500,000	
Total Base Rate Charge	$ 34,093,141	

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

Annual Base Rate Charge By Customer

	Total	Other Rate Related Expenditures	2024A (2014B) Bonds	2015 Bonds	2020 Bonds	2024B Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution
Charlotte County	11,810,015	8,938,375	645,996	599,702	910,434	-	323,420	306,214	165,511	(79,637)
DeSoto County	943,663	374,746	20,172	181,223	33,529	-	35,239	140,892	14,515	143,347
Manatee County	105,828	-	-	-	-	-	-	62,500	43,328	0
Sarasota County	18,465,409	8,360,989	1,538,730	1,743,074	3,170,200	1,854,000	1,245,901	381,736	234,489	(63,710)
City of North Port	2,768,226	1,590,587	255,102	-	692,137	-	142,086	46,157	42,158	0
Total	$ 34,093,140	$ 19,264,696	$ 2,460,000	$ 2,524,000	$ 4,806,300	$ 1,854,000	$ 1,746,645	$ 937,500	$ 500,000	$ -

Monthly Base Rate Charge By Customer

Charlotte County	984,168
DeSoto County	78,639
Manatee County	8,819
Sarasota County	1,538,784
City of North Port	230,685
Total	$ 2,841,095

Water Use Charge

[Charge per 1,000 gallons]	Total
Water Use Rate Charge	$1.16

Master Water Supply Contract Water Allocation

Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
Total	34.700

Peace River Manasota Regional Water Supply Authority
FY 2026 Final Proposed Budget

MEMBER FEE

10/01/2025 to 09/30/2026

Contribution Amount to be Derived

	Totals
Administrative Office Authority Support	$ 642,408
Projected Interest Earned	$ -
Rental Income	$ (101,238)
Amount to be Derived	$ 541,169

Population Basis

	*Population 12/16/2024	% of Total Population
Charlotte County	210,645	17.88%
DeSoto County	33,066	2.81%
Manatee County	455,356	38.65%
Sarasota County	479,027	40.66%
Total	1,178,094	100.00%

Weighted Contribution

	Base Contribution	Pro Rated Share	
Charlotte County	$ 67,646	$ 48,381	$ 116,027
DeSoto County	$ 67,646	$ 7,595	$ 75,241
Manatee County	$ 67,646	$ 104,586	$ 172,232
Sarasota County	$ 67,646	$ 110,023	$ 177,669
Total Weighted Contribution			$ 541,169

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Florida Estimates of Population 2024' [Bureau of Economic and Business Research; University of Florida, December 16, 2024]

PLANNING ASSESSMENT
10/01/2025 to 09/30/2026

Planning Assessments [Annual costs to be allocated]	Total	Planning Assessment Allocation (1)			
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	PFAS	Regional Water Supply Feasibility Planning
Charlotte County	84,931	8,940	4,470	15,198	56,322
DeSoto County	13,332	1,403	702	2,386	8,841
Manatee County	183,597	19,326	9,663	32,854	121,754
Sarasota County	155,886	16,409	8,205	27,895	103,377
City of North Port	37,255	3,922	1,961	6,667	24,706
Total	$ 475,000	$ 50,000	$ 25,000	$ 85,000	$ 315,000

(1) Planning Assessment invoiced annually on October 1st
(2) Plannng Assessment Allocation Pro-Rata Population.

Population	*Population 12/16/2024	Population [Percentage]
Charlotte County	210,645	17.88%
DeSoto County	33,066	2.81%
Manatee County	455,356	38.65%
Sarasota County	386,628	32.82%
City of North Port	92,399	7.84%
Total	1,178,094	100.00%

* Source: 'Florida Estimates of Population 2024' [Bureau of Economic and Business Research; University of Florida, December 16, 2024]

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]
10/01/2025 to 09/30/2026

Water Charge to Municipalities Interconnected to Regional Transmission System		
[Charge per 1,000 Gallons]		
Water Rate		
[Charge per 1,000 Gallons]		
	$3.30	Water Rate Charge in $/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	$6.60	Water Rate Charge in $/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

REDISTRIBUTION POOL
10/01/2025 to 09/30/2026

Redistribution Pool Water Quantities	(1) Water Allocation [MGD]	(2) New Water Supply [MGD]	Total Contracted Allocation [MGD]	(3) Available for Pool [MGD]	Requested from Pool [MGD]	(4) Budget Allocation [MGD]
Charlotte County	16.100	0.000	16.100	1.500	(0.078)	16.100
DeSoto County	0.675	0.000	0.675	0.000	0.141	0.816
Sarasota County	15.060	0.000	15.060	1.200	(0.063)	15.060
City of North Port	2.865	0.000	2.865	0.000	0.000	2.865
Total	34.700	0.000	34.700	2.700	0.000	34.841

Redistribution Pool Water Base Rate Charge Adjustment	Annual Cost [$/Year]	Annual Unit Cost [$/MGD]
Peace River Facility REP Debt Service	6,386,450	434,452
Non-Capital Component	19,264,696	555,179
DeSoto Payment	937,500	27,017
Redistribution Pool Water Base Rate		$ 1,016,648

(1) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit B 'Water Allocations' (Peace River Facility water allocations).

(2) Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract - Exhibit C 'New Water Supply Demands'.

(3) Pool water based on Customer submittals (January 2025).

(4) Total annual average water allocated for FY 2026 budget.

Redistribution Pool Base Rate Charge Adjustment by Customer	Annual Base Rate Adjustment		Monthly Base Rate Adjustment	
	To Pool	From Pool	To Pool	From Pool
Charlotte County	0.078	(79,637)	0.007	(6,636)
DeSoto County	(0.141)	143,347	(0.012)	11,946
Sarasota County	0.063	(63,710)	0.005	(5,309)
City of North Port	0.000	0	0.000	0
Total	($0)	$0	($0)	$0

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

BUDGET FOR FY 2026
ITEM 2

Resolution 2025-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2026'

Presenter - Ann Lee, Budget & Finance Senior Manager

Recommended Action - **Motion** to approve Resolution 2025-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2026'.

Resolution 2025-09 formalizes the Board adoption of the Budget for FY 2026 and establishes the rates, fees, and charges by the Authority for FY 2026 in accordance with the 'Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority' and the 'Master Water Supply Contract.'

Attachments
Resolution 2025-09 'Resolution Setting Forth Rates, Fees and Charges for FY 2026'

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2025-09

RESOLUTION SETTING FORTH SCHEDULES OF RATES, FEES AND CHARGES FOR FY 2026

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, subsequently reenacted as Section 373.713, Florida Statutes, and Interlocal agreement pursuant to Chapter 163.01, *et seq*., Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, the Second Amended Interlocal Agreement Creating the Peace River Manasota Regional Water Supply Authority entered into on October 5, 2005 provides that:

'The Authority shall establish a final budget and corresponding rate resolution no later than August 15, for the ensuing Contract Year. The final budget shall include all anticipated expenditures of the Authority for its projects and activities for the ensuing Contract Year, including, but not necessarily limited to, Operating and Maintenance Cost, Management and Planning Costs, and Debt Service Cost.' and

WHEREAS, the Authority has entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract with Charlotte County, DeSoto County, Manatee County, Sarasota County, and with the City of North Port on October 5, 2005 (as amended December 4, 2024) for the purpose of supplying water produced by the Authority from the Peace River Facility and new water supply sources; and

WHEREAS, the Master Water Supply Contract provides that:

''For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.' and

WHEREAS, the Authority Board of Directors adopted the Budget for FY 2026 at their regularly scheduled meeting on August 6, 2025.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Peace River Manasota Regional Water Supply Authority does hereby set forth schedules establishing rates, fees and charges for the period beginning October 1, 2025, through September 30, 2026, attached hereto as Exhibit A.

Section 2. Conservation Charge for Exceedance.

In the event a Customer, other than an 'Exclusive Provider Customer' as defined in the Master Water Supply Contract, should receive delivery of water in excess of their respective water allocation (as adjusted by New Water Supply Demand and/or Redistribution Pool) provided in the Master Water Supply Contract for the period beginning October 1, 2025 through September 30, 2026, the exceeding Customer shall pay an additional charge, Conservation Charge for Exceedance, derived as follows unless the exceedance is the result of an emergency transfer as determined by the Authority Board, in which case no additional charge shall be placed upon the excess water usage occasioned by the emergency.

The Conservation Charge for Exceedance shall be based solely on Annual Average Day (AAD) Water Allocation set forth in Exhibit B of the Master Water Supply Contract (the Conservation Charge for Exceedance does not apply to the Peak Month Average Day and the Maximum Day Water Allocations if exceeded). Delivery of water shall be as recorded by the Authority's meters at the points of connection between the Authority transmission system and the distribution system of the customer.

Exceedance of AAD for Fiscal Year	**Conservation Rate Calculation**
1st Exceedance	No penalty. Customer liable only for the Base Rate Charge set by resolution plus Water Use Charge set by resolution for their actual metered water usage. The Authority shall assist the customer in the performance of a water audit of its water system and implementation of audit recommendations.
2nd Exceedance	Customer liable for the Base Rate Charge set by resolution plus 125% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation plus Water Use Charge set by resolution for their actual metered water usage.
3rd Exceedance	Customer liable for the Base Rate Charge set by resolution plus 150% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation plus Water Use Charge set by resolution for their actual metered water usage.
4th and all Subsequence Exceedances	Customer liable for the Base Rate Charge set by resolution plus 200% of the Redistribution Pool Water Base Rate Charge for water delivered in exceedance of Water Allocation and Water Use Charge set by resolution for their actual metered water usage.

The Conservation Charge for Exceedance is progressive and penalty for exceedance is applied in subsequent fiscal years as provided above. The exceedances do not need to be in consecutive years and the number of exceedances does not reset each year. The Conservation Charge for Exceedance is not applicable to an Exclusive Provider Customer.

The additional revenue received from such exceedance will, at the discretion of the Authority Board, be applied to the funding for management and planning as provided in Section 12 of the MWSC for future water supply development.

Done at Bradenton, Florida this 6th Day of August 2025.

Peace River Manasota
Regional Water Supply Authority

Attest:

Richard Anderson
Executive Director

Commissioner Joseph Tiseo
Chairman

Approved as to Form:

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

Peace River Manasota Regional Water Supply Authority
FY 2026 Budget

WATER RATE [Authority Customers]

10/01/2025 to 09/30/2026

Total Monthly Water Charge to Customers [Charge per Month]	Monthly Charge = Base Rate Charge + (Water Use Charge x Actual Water Delivered)

Base Rate Charge [Annual costs to be allocated]	Totals
Other Rate Related Expenditures	
Fixed O & M Cost Component	15,341,085
Contribution to R & R Reserve	4,500,000
Transfer to CIP (PR^3)	-
Contingencies	500,000
Transfer to Utility Reserve Fund	-
Transfer to Disaster Recovery Reserve	500,000
Transfer to Administrative Fund	963,611
Projected Interest Earned	(40,000)
Transfer from Rate Stabilization Reserve	(500,000)
Funds Brought Forward	(2,000,000)
Sub-Total Other Rate Related Expenditures	$ 19,264,696
Water Purchase	0
Total Other Rate Related Expenditures	$ 19,264,696
Debt Service Cost	
2015 Bonds	2,524,000
2020 Bonds	4,806,300
2024 Bonds	4,314,000
Total Debt Service	$ 11,644,300
Debt Service Coverage Payments	$ 1,746,645
Debt Service Contributions	$ -
County Payments	
DeSoto Payment	937,500
Total County Payments	$ 937,500
System-Wide CIP Contribution	
Transfer out to CIP	500,000
Total Base Rate Charge	$ 34,093,141

Exhibit A
Resolution 2025-09
August 6, 2025

Peace River Manasota Regional Water Supply Authority
FY 2026 Budget

Annual Base Rate Charge By Customer

	Total	Other Rate Related Expenditures	2024A (2014B) Bonds	2015 Bonds	2020 Bonds	2024B Bonds	Debt Service Coverage Payment	DeSoto Payment	System-Wide CIP Contribution	Pool Water Redistribution
Charlotte County	11,810,015	8,938,375	645,996	599,702	910,434	-	323,420	306,214	165,511	(79,637)
DeSoto County	943,663	374,746	20,172	181,223	33,529	-	35,239	140,892	14,515	143,347
Manatee County	105,828	-	-	-	-	-	-	62,500	43,328	0
Sarasota County	18,465,409	8,360,989	1,538,730	1,743,074	3,170,200	1,854,000	1,245,901	381,736	234,489	(63,710)
City of North Port	2,768,226	1,590,587	255,102	-	692,137	-	142,086	46,157	42,158	0
Total	$ 34,093,140	$ 19,264,696	$ 2,460,000	$ 2,524,000	$ 4,806,300	$ 1,854,000	$ 1,746,645	$ 937,500	$ 500,000	$ -

Monthly Base Rate Charge By Customer

Charlotte County	984,168
DeSoto County	78,639
Manatee County	8,819
Sarasota County	1,538,784
City of North Port	230,685
Total	$ 2,841,095

Water Use Charge

[Charge per 1,000 gallons]	Total
Water Use Rate Charge	$1.16

Master Water Supply Contract Water Allocation

Million Gallons Per Day [MGD]	Annual Average Daily [MGD]
Charlotte County	16.100
DeSoto County	0.675
Manatee County	0.000
Sarasota County	15.060
City of North Port	2.865
Total	34.700

Exhibit A
Resolution 2025-09
August 6, 2025

Peace River Manasota Regional Water Supply Authority
FY 2026 Budget

MEMBER FEE

10/01/2025 to 09/30/2026

Contribution Amount to be Derived

	Totals
Administrative Office Authority Support	$ 642,408
Projected Interest Earned	$ -
Rental Income	$ (101,238)
Amount to be Derived	$ 541,169

Population Basis

	*Population 12/16/2024	% of Total Population
Charlotte County	210,645	17.88%
DeSoto County	33,066	2.81%
Manatee County	455,356	38.65%
Sarasota County	479,027	40.66%
Total	1,178,094	100.00%

Weighted Contribution

	Base Contribution	Pro Rated Share	
Charlotte County	$ 67,646	$ 48,381	$ 116,027
DeSoto County	$ 67,646	$ 7,595	$ 75,241
Manatee County	$ 67,646	$ 104,586	$ 172,232
Sarasota County	$ 67,646	$ 110,023	$ 177,669
Total Weighted Contribution			$ 541,169

Member Contribution Formula:

Base Contribution = 1/2 amount to be derived divided by 4

Pro rated share = 1/2 amount to be derived times % of Population

* Source: 'Florida Estimates of Population 2024' [Bureau of Economic and Business Research; University of Florida, December 16, 2024]

PLANNING ASSESSMENT
10/01/2025 to 09/30/2026

Planning Assessments [Annual costs to be allocated]	Total	Planning Assessment Allocation (1)			
		MWSC Modifications	Polk Regional Water Cooperative Coordinating Committee	PFAS	Regional Water Supply Feasibility Planning
Charlotte County	84,931	8,940	4,470	15,198	56,322
DeSoto County	13,332	1,403	702	2,386	8,841
Manatee County	183,597	19,326	9,663	32,854	121,754
Sarasota County	155,886	16,409	8,205	27,895	103,377
City of North Port	37,255	3,922	1,961	6,667	24,706
Total	$ 475,000	$ 50,000	$ 25,000	$ 85,000	$ 315,000

(1) Planning Assessment invoiced annually on October 1st
(2) Plannng Assessment Allocation Pro-Rata Population.

Population	*Population 12/16/2024	Population [Percentage]
Charlotte County	210,645	17.88%
DeSoto County	33,066	2.81%
Manatee County	455,356	38.65%
Sarasota County	386,628	32.82%
City of North Port	92,399	7.84%
Total	1,178,094	100.00%

* Source: 'Florida Estimates of Population 2024' [Bureau of Economic and Business Research; University of Florida, December 16, 2024]

INTERCONNECT WATER CHARGE [GOVERNMENT RATE]
10/01/2025 to 09/30/2026

Water Charge to Municipalities Interconnected to Regional Transmission System		
[Charge per 1,000 Gallons]		
Water Rate		
[Charge per 1,000 Gallons]		
	$3.30	Water Rate Charge in $/1,000 gallons metered water delivery for cumulative delivery to all interconnects up to quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.
	$6.60	Water Rate Charge in $/1,000 gallons metered water delivery for cumulative delivery to all interconnects in excess of the quantity identified as 'Available from Pool' in the Redistribution Pool for the current fiscal year.

Revenue received from these water sales will, at the discretion of the Authority Board, be applied as a credit toward the obligations of the Authority Customers apportioned to each of their allocations to the 'Available from Pool' in the Redistribution Pool for the current fiscal year. Water rate for emergency use unless Interlocal Agreement provides alternative water rate.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 1

Minutes of June 4, 2025, Board of Directors Meeting

Recommended Action - **Motion** to approve the minutes of the June 4, 2025, Board of Directors Meeting.

Draft minutes of the June 4, 2025, Board of Directors Meeting are provided for approval.

Attachments:
Draft minutes of June 4, 2025, 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 St, Arcadia, FL

June 4, 2025

Board Members Present:

Commissioner Joseph Tiseo, Charlotte County, Chairman
Commissioner Elton Langford, DeSoto County
Commissioner Jason Bearden, Manatee County
Mr. Mark Cunningham, Sarasota County Alternate

Staff Present:

Richard Anderson, Executive Director
Doug Manson, General Counsel
Jim Guida, Water Resources & Planning Director
Mike Knowles, Engineering Director
Katie Gilmore, Operations Director
Ann Lee, Finance & Budget Senior 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 9:34 a.m.

INVOCATION

Commissioner Langford offered the invocation.

PLEDGE OF ALLEGIANCE

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

WELCOME GUESTS

Commissioner Tiseo welcomed guests.

HOST COUNTY REMARKS

County Administrator Mandy Hines offered the host remarks and welcomed everyone to DeSoto County.

PUBLIC COMMENTS

No public comments were made.

CONSENT AGENDA

1. **Approve Minutes of April 2, 2025, Board of Directors' Meeting**
2. **Approve Public Hearing for FY 2026 Authority Budget for August 6, 2025**
3. **Approve Mid-Year Financial Status and Semi-Annual Investment Reports for FY 2025**
4. **Approve Resolution 2025-06 - PNC Line of Credit Extension**
5. **Approve Phase 3C Regional Interconnect - Pipeline Easements**
6. **Approve RV Griffin Reserve Amended Cattle Grazing/Haying Lease**

Motion was made by Commissioner Langford, seconded by Commissioner Bearden, to approve the Consent Agenda. The motion was approved unanimously.

REGULAR AGENDA

1. Water Supply Conditions Report

Katie Gilmore presented the Water Supply Conditions at the Peace River Facility as of May 15, 2025 for the Board's information.

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

May Water Demand	32.85 MGD
May River Withdrawals	0 MGD
Storage Volume: Reservoirs ASR Total	 4.77 BG 8.67 BG 13.44 BG

2. 2025 Legislative Update

Doug Manson with Manson, Bolves, Donaldson & Tanner provided an update on the session and discussed legislative action affecting the Authority's adopted legislative priorities for the Board's information. The 2025 Florida legislative regular session began on March 4th and has been extended until June 6th to complete work on the state budget as required by law.

3. Integrated Regional Water Supply Plan 2025 Update

Jim Guida explained that consistent with the Authority's Strategic Plan, the Authority updates its Integrated Regional Water Supply Plan every five (5) years to ensure that we understand the future needs of the region and the probable supply sources, system improvements (such as interconnections) and operational management programs required to effectively meet Customer needs. The Integrated Regional Water Supply

Plan (IRWSP) 2025 Update will build upon the Authority's 2020 IRWSP. Work on the 2025 IRWSP was initiated in October 2023 with Carollo Engineers and is scheduled for completion in early summer 2025. The Authority's IRWSP 5-year update schedule corresponds with the latest Southwest Florida Water Management District's Regional Water Supply Plan (RWSP) update that is also scheduled for completion in 2025 and will be integrated into that RWSP.
IRWSPs updates include:

- Projected water supply demands for the region
- An inventory of current/potential sources and capacities
- Regional transmission pipelines/interconnects and hydraulic modeling; and
- Water conservation and beneficial reuse

At the April Board Meeting, Authority and Carollo staff updated the Board on the overall project status and presented water supply demand projections. A presentation on the final version of the 2025 Integrated Regional Water Supply Plan update for Board acceptance was provided. This presentation included a recap of regional demand projections and an overview of other components of the IRWSP including regional water supply facilities, regional transmission, water conservation and reclaimed water opportunities, and potential future water supply projects. Staff recommend that the Board accept the Integrated Regional Water Supply Plan 2025 Update Final Report.

Motion was made by Commissioner Langford, seconded by Commissioner Bearden, to accept the Authority's 'Integrated Regional Water Supply Plan 2025 Update' (Carollo; June 2025). The motion was approved unanimously.

4. 5-Year Capital Improvement Plan & 20-Year Capital Needs Assessment (2026-2045)

Mike Knowles presented the Authority's 2026-2045 5-Year CIP and 20-Year CNA for the Board's formal consideration and approval. 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 2025 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 2026 through FY 2030 currently includes the following:

Regional Transmission Projects	$28,784,095	4.4%
Water Supply Projects	$618,781,536	93.9%
Other Projects	$11,172,500	1.7%
Total	**$658,738,131**	**100%**

The 20-Year CNA, beginning in FY 2026 through FY 2045, includes the following:

Regional Transmission Projects	$264,899,439	22%
Water Supply Projects	$890,761,536	75%
Other Projects	$39,957,600	3%
Total	**$1,195,618,575**	**100%**

Mr. Knowles also indicated $112 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, the Florida Department of Environmental Protection (Alternative Water Supply Grant), and the State of Florida Appropriations.

Motion was made by Commissioner Langford, seconded by Commissioner Tiseo, to approve the 5-Year Capital Improvement Plan and 20-Year Capital Needs Assessment for 2026-2045. The motion was approved unanimously.

5. 2025 Project Financing Package 1

The Authority's Bond Counsel, Tom Giblin, recommended an update to the Master Bond Resolution (Resolution 2005-10) in preparation for the 2025 Bond Series. The updates to the Master Bond Resolution include general clean-up of outdated terms, clarifications of definitions, terms and conditions, providing flexibility for future issuances as well as ensuring compliance with current laws.

Motion was made by Commissioner Langford, seconded by Commissioner Tiseo, to approve Resolution 2025-07 'A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.," AS PREVIOUSLY AMENDED; AND PROVIDING AN EFFECTIVE DATE'. The motion was approved unanimously.

The Authority's Financial Advisor, Natalie Sidor, and Bond Counsel, Tom Giblin, prepared and presented the documents for the 2025 A/B/C Series Bonds, which include a refunding effort for the 2015 Bonds as well as new money/final financing of the Phase 2B Pipeline (est. par $53.17 million) and portions of the SWSEP (est. par $280.3 million) for Board consideration and approval. Commissioner Bearden inquired as to the rate structure of the bond issue to the current market conditions. Ms. Sidor indicated the bonds will be priced as fixed rate instruments for a 30 year term.

Motion was made by Commissioner Langford, seconded by Commissioner Bearden, to approve Resolution 2025-08 'A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY SUPPLEMENTING A RESOLUTION ENTITLED "A RESOLUTION AMENDING IN CERTAIN RESPECTS AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2005-10 OF THE BOARD OF DIRECTORS OF PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY ADOPTED ON

DECEMBER 7, 2005 AND ENTITLED: "A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $95,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REVENUE BONDS, SERIES 2005A AND NOT EXCEEDING $45,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2005B TO FINANCE THE COST OF MAKING IMPROVEMENTS TO THE SYSTEM AND TO REFINANCE CERTAIN INDEBTEDNESS OF THE AUTHORITY; PLEDGING THE NET REVENUES DERIVED FROM OR RESULTING FROM THE OPERATION OF SUCH SYSTEM TO SECURE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SAID BONDS; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION," AUTHORIZING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL IMPROVEMENTS AND THE REFUNDING OF ALL OR A PORTION OF THE UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2015; AUTHORIZING THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025A IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $350,000,000 AND THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REVENUE BONDS, SERIES 2025B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $65,000,000 IN ORDER TO EFFECT THE FINANCING OF SUCH CAPITAL IMPROVEMENTS AND THE ISSUANCE OF ITS PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY UTILITY SYSTEM REFUNDING REVENUE BONDS, SERIES 2025C IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,500,000 IN ORDER TO EFFECT SUCH REFUNDING; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A PURCHASE CONTRACT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY SYSTEM OF REGISTRATION FOR THE BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND APPOINTING AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE CERTIFICATE; AND PROVIDING AN EFFECTIVE DATE.' The motion was approved unanimously.

6. Peace River Facility Expansion Design-Build Services Contract Amendment #2

Mr. Knowles presented information on Amendment #2 for the Peace River Facility Expansion Project with Wharton Smith. The Authority's Peace River Facility (PRF) Expansion Project modifies the PRF to increase the Florida Department of Environmental Protection's permitted capacity by 24 million gallons per day. Based on earlier evaluations performed by the Authority and onsite pilot testing conducted in 2023, this work includes the final design, permitting, and construction of new inclined plate settler treatment units, new filter basins, and related appurtenant facilities.

The Phase 1 Preconstruction Services contract with Wharton-Smith Inc. (Board approved June 5, 2024) included design to approximately a 60% level of design. Contract Amendment 1 Revision included Process Tank Structural Design, 90% Design of the Filter and Pretreatment Structures, updates to the Master Schedule and project cost estimates. Contract Amendment 2 accounts for design completion and project management through April 2026, development of Owner Direct Purchase packages, permit applications and delivery of a Guaranteed Maximum Price.

Wharton-Smith has identified a critical path that must be followed in order to keep the project on schedule. This includes advancing the design of the Expansion's concrete structures in Amendment 1 to the point that permitting then construction may begin as soon as possible. Amendment 2 is the next step in the accelerated process aimed at reducing the overall schedule by 8 to 12 months. Amendment 2 allows the design to advance toward the final, which will decrease the contingency requested in the Guaranteed Maximum Price Amendment. Staff recommends approving Contract Amendment 2 so that the engineering design and permitting can be advanced. Commissioner Bearden inquired how the contracts will manage and address cost overruns should they occur. Mr. Knowles explained that each amendment contains contingency funds to address unknown conditions or design changes that may occur as the project moves forward. These cost contingencies are included in the total cost of the contract.

Motion was made by Commissioner Langford, seconded by Commissioner Bearden, to approve and authorize the Executive Director to execute Peace River Facility Expansion Design-Build Services Agreement - Amendment #2 to Wharton-Smith, Inc. for a fee not to exceed $5,728,602. The motion was approved unanimously.

GENERAL COUNSEL'S REPORT

Mr. Manson discussed canceling the current agreement between the Authority and the Charlotte County Model Airplane Club regarding their use of the facility on the RV Griffin Reserve.
He also discussed the need for the Phase 2B Regional Interconnect Easement – Myakka Island Point Preserve and asked for Board consensus to send the draft easement and interlocal agreement to Sarasota County for final review and Board approval by Sarasota County BOCC, with the final document coming back to the Authority Board for final execution at a later date. Consensus was given.

EXECUTIVE DIRECTOR'S REPORT

Mr. Anderson announced that the Phase 3C Regional Interconnect Pipeline Valve Opening Ceremony would take place on Wednesday, June 18, 2025 at 10:00 am and extended the invitation to the entire Board and public to attend.

ROUTINE STATUS REPORTS

There were no Board comments on routine status reports.

BOARD MEMBER COMMENTS

There were no additional Board comments.

PUBLIC COMMENTS

No additional public comments were made.

ANNOUNCEMENTS

Next Authority Board Meeting & FY 2026 Budget Public Hearing
Wednesday, August 6, 2025 @ 9:30 a.m.
Manatee County Administration Center
Honorable Patricia M. Glass Chambers
1112 Manatee Ave West, Bradenton, FL

Future Authority Board Meetings
October 1, 2025 @ 9:30 a.m. – DeSoto County Administration Building, Arcadia, FL
December 3, 2025 @ 9:30 a.m. – Charlotte County Administration Center, Port Charlotte, FL

ADJOURNMENT

With no further business before the Board, the meeting adjourned at 10:51 a.m.

Commissioner Joe Tiseo
Chairman

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 2

Resolution 2025-10 'Florida Water Professionals Month'

Recommended Action - **Motion** to approve Resolution 2025-10 'Florida Water Professionals Month'.

Safe drinking water is the lifeblood of our communities. The Florida Water and Pollution Control Operators Association is a statewide organization of dedicated operators who maintain water quality in Florida and assure safe drinking water to the public. The Authority is pleased to join in observing August as 'Florida Water Professionals Month'.

Attachments:
Resolution 2025-10 'Florida Water Professionals Month'

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Resolution 2025-10

FLORIDA WATER PROFESSIONALS MONTH

The Peace River Manasota Regional Water Supply Authority, created pursuant to Chapter 373.1962, Florida Statutes, now found in Section 373.713, Florida Statutes, and Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes, in lawful session and in regular order of business properly presented, finds that:

WHEREAS, water professionals are trained, dedicated, and knowledgeable personnel who are responsible for designing, operating and maintaining water and wastewater treatment plants; water distribution, wastewater collection and storm water drainage systems; and perform laboratory analysis; and,

WHEREAS, water professionals provide a critical public service to citizens throughout Florida; and,

WHEREAS, the Florida Water and Pollution Control Operators Association (FW&PCOA) organized in 1940 is a non-profit trade organization that promotes the sustainability of Florida's water utility industry through workforce development to protect the health of Florida's citizens and to preserve the state's water resources; and,

WHEREAS, the FW&PCOA offers water and wastewater treatment plant operator and water distribution system operator training courses required for the state of Florida's operator licenses, eight voluntary certification programs and continuing education programs for operator license renewal; and,

WHEREAS, the FW&PCOA in recognizing the importance of the Florida Statutes and Administrative Code that regulate the water industry, acts as liaison between the Department of Environmental Protection and industry personnel; and,

WHEREAS, the FW&PCOA recognizes all those who have played a significant part in operating and maintaining drinking water, wastewater, and stormwater systems in Florida by celebrating *Florida Water Professional Month* which applauds their constant efforts to protect our health and environment.

NOW, THEREFORE, BE IT RESOLVED, by the Authority Board of the Peace River Manasota Regional Water Supply Authority does hereby extend greetings and best wishes to all observing August 2025 as *'Florida Water Professionals Month'*.

DONE at Bradenton, Florida, this Sixth Day of August 2025.

Peace River Manasota
Regional Water Supply Authority

Attest:

_____
Richard Anderson
Executive Director

_____
Commissioner Joe Tiseo
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
August 6, 2025

CONSENT AGENDA
ITEM 3

U.S. Geological Survey Joint Funding Agreement for Monitoring in the Peace River

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Recommended Action - **Motion** to approve and authorize Executive Director to execute U.S. Geological Survey Joint Funding Agreement 26MCJFA0102.

The USGS and the Authority have participated in joint funding agreements for monitoring in the Lower Peace River/Upper Charlotte Harbor since 1998 as part of the enhanced Hydrobiological Monitoring Program (HBMP). The existing agreement with the USGS, which covers a data collection program for three tide-stage and specific conductance gauge stations in the Peace River will expire at the end of FY 2025 (September 30, 2025).

The new USGS agreement 26MCJFA0102 covers FY 2026 (October 1, 2025, through September 30, 2026). The funding distribution is shown below. The FY 2026 total cost is $3,890 (6%) greater than in FY 2025 ($65,380).

FY 2026 Cost

- Authority $44,570
- USGS $24,700

$69,270

Budget Action – No action is needed.

Attachments:
Tab A Joint Funding Agreement 26MCJFA0102
Tab B Map of Monitoring Stations in the Peace River

TAB A
USGS Joint Funding Agreement #25MCJFA0105

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Caribbean-Florida Water Science Center
10770 North 46th St.
Tampa, FL 33617

July 9, 2025

Mr. James Guida
Director, Water Resources & Planning
Peace River / Manasota Regional Water Supply Authority
8998 SW County Road 769
Arcadia, FL 34269

Dear Mr. Guida:

Enclosed is our standard joint-funding agreement **26MCJFA0102** between the U.S. Geological Survey Caribbean-Florida Water Science Center and Peace River Manasota Regional Water Supply Authority for negotiated deliverables (see attached), during the period October 1, 2025 through September 30, 2026 in the amount of $44,570.00 from your agency. U.S. Geological Survey contributions for this agreement are $24,700.00 for a combined total of $69,270.00. Please sign and return one fully-executed original to Bryan Carmenatty Cruz at bcarmenattycruz@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2025**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Sara Hammermeister at (239) 275-8448 or email shammer@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Bryan Carmenatty Cruz at phone number (787) 749-7415 or bcarmenattycruz@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Dorothy F. Sifuentes, PhD
Director, Caribbean-Florida Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001084
Agreement #: 26MCJFA0102
Project #: MC00E2A
TIN #: 59-2417483

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of October 1, 2025, by the **U.S. GEOLOGICAL SURVEY, CARIBBEAN-FLORIDA WATER SCIENCE CENTER**, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY** party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Data Collection Program, Water Resource Investigations – Scope of Work (SOW) in attachment(s), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $24,700.00 by the party of the first part during the period October 1, 2025 to September 30, 2026

(b) $44,570.00 by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0.00

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001084
Agreement #: 26MCJFA0102
Project #: MC00E2A
TIN #: 59-2417483

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: **Sara Hammermeister**
Supervisory Hydrologic Technician

Address:

Telephone: (239) 275-8448
Fax: (239) 275-6820
Email: shammer@usgs.gov

Customer Technical Point of Contact

Name: **James Guida**
Director, Water Resources & Planning

Address: 8998 SW County Road 769
Arcadia, FL 34269

Telephone: (941) 316-1776
Fax: (863) 491-7569
Email: JGuida@regionalwater.org

USGS Billing Point of Contact

Name: **Bryan Carmenatty Cruz**
Budget Analyst

Address: Ind Luchetti 290 Calle B Bayamon,
PR 00961

Telephone: (n/a)
Fax: (787) 749-7401
Email: bcarmenattycruz@usgs.gov

Customer Billing Point of Contact

Name: **PRMRWSA**
Accounts Payable

Address: 9415 Town Center Parkway
Lakewood Ranch, FL 34202

Telephone: (941) 316-1776
Fax: (941) 316-1772
Email: AP@regionalwater.org

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date: 7/9/2025**
Name: Dorothy F. Sifuentes, PhD
Title: Director, Caribbean-Florida WSC

Peace River Manasota
Regional Water Supply Authority

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

FY-2026 Cooperative Data Collection Program

The U.S. Geological Survey (USGS) welcomes the opportunity to continue partnering with Peace River/Manasota Regional Water Supply Authority (PRMRWSA) in defining and improving the overall understanding of the water resources of South Florida.

This will be a 1-year Joint Funding Agreement (JFA) between PRMRWSA and the USGS. The funding period is on an annual cycle coinciding with the Federal Fiscal Year (October 1 – September 30).

If you have any questions, please call Sara Hammermeister at (239) 850-0808.

Summary of USGS ***Fiscal Year 2026*** Cooperative Data Collection Program with PRMRWSA.

USGS Cooperative Matching Funds:	**$24,700**
PRMRWSA:	**$44,570**
Program Total:	**$69,270**

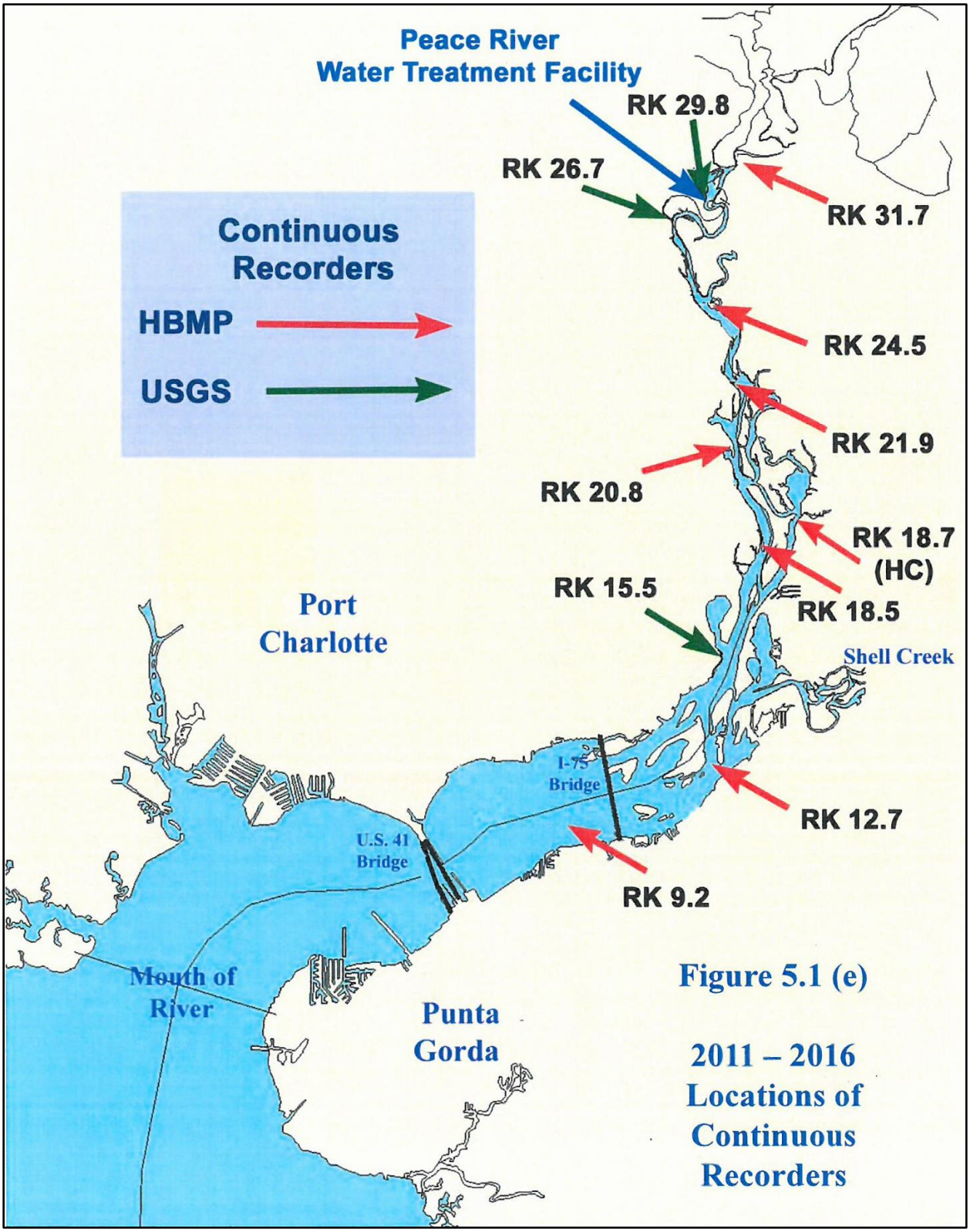
Proposed FY 2026 Hydrologic Data Collection Program

Station No.	**Name**	**Total Cost**	**USGS**	**PRMRWSA**
02297350	Peace River Nr. Peace River Heights Nr Ft. Ogden, FL	$23,090	$8,500	$14,590
02297460	Peace River at Harbor Heights, FL	$23,090	$7,700	$15,390
02297345	Peace River at Platt, FL	$23,090	$8,500	$14,590
	TOTAL	**$69,270**	**$24,700**	**$44,570**

Notes:

1. *02297460 does not include real-time data.*
2. *Costs include top and bottom continuous water quality.*

TAB B
Map of Monitoring Stations on the Peace River


Peace River
Water Treatment Facility
RK 29.8
RK 26.7
RK 31.7
Continuous
Recorders
HBMP
USGS
RK 24.5
RK 21.9
RK 20.8
RK 18.7
(HC)
RK 15.5
RK 18.5
Port
Charlotte
Shell Creek
I-75
Bridge
RK 12.7
U.S. 41
Bridge
RK 9.2
Mouth of
River
Punta
Gorda
Figure 5.1 (e)
2011 – 2016
Locations of
Continuous
Recorders

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 4

Annual Regulatory Plan 2025 - 2026

Recommended Action - **Motion** to approve the 'Annual Regulatory Plan 2025 - 2026'.

Section 120.74(1), Florida Statutes, requires "State Agencies" to prepare an 'Annual Regulatory Plan' that includes a listing of each law enacted or amended during the previous 12 months that creates or modifies the authority of that agency, whether the agency must adopt or revise a rule to implement the new law, and whether the agency intends to adopt or revise a rule to implement an existing law. The regulatory plan must also include any desired update to the prior year's regulatory plan. The Authority's General Counsel has reviewed the legislation enacted during the 2025 Legislative Session and has determined that rulemaking is not necessary. In addition, since the Authority currently does not have any adopted rules, there is no inconsistency between the Authority's rulemaking authority and the laws implemented. Upon approval by the Board of Directors, the law requires certification by the Chairman and General Counsel as well as newspaper publication and posting on the Authority's website.

Budget Action – No action is needed.

Attachments:
Annual Regulatory Plan 2025 – 2026

2025-2026 REGULATORY PLAN
OF
PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

A. RULEMAKING TO IMPLEMENT NEW LAWS

List laws enacted or amended during the previous 12 months that create or modify the duties or authority of the Peace River Manasota Regional Water Supply Authority:

Chapter 2025-22, Laws of Florida	Department of Agriculture and Consumer Services
Chapter 2025-85, Laws of Florida	Ethics
Chapter 2025-140, Laws of Florida	Construction Regulations
Chapter 2025-157, Laws of Florida	Geoengineering and Weather Modification Activities
Chapter 2025-174, Laws of Florida	Israeli Bonds
Chapter 2025-189, Laws of Florida	Administrative Procedures
Chapter 2025-190, Laws of Florida	Emergencies
Chapter 2025-192, Laws of Florida	Entities that Boycott Israel
Chapter 2025-198, Laws of Florida	General Appropriations Act
Chapter 2025-199, Laws of Florida	Implementing the 2025-2026 General Appropriations Act
Chapter 2025-205, Laws of Florida	Retirement

The laws enacted or amended during this time frame do not require the Peace River Manasota Regional Water Supply Authority to adopt new rules or amend existing rules in order to implement them.

B. OTHER RULEMAKING BEFORE JULY 1, 2026

There are no other laws in which the Peace River Manasota Regional Water Supply Authority expects to implement by rulemaking before July 1, 2026. The Peace River Manasota Regional Water Supply Authority does not intend to initiate any rulemaking before July 1, 2026.

C. UPDATE OF PRIOR YEAR'S REGULATORY PLAN OR SUPPLEMENT

No prior year’s regulatory plans identified a rule that needed to be adopted or amended. No update or supplement of any prior year's regulatory plan is needed.

D. LIST OF EXISTING RULES

The Peace River Manasota Regional Water Supply Authority does not have any rules.

E. 5-YEAR SCHEDULE FOR RULE REVIEW

No 5-year schedule for review is required as the Peace River Manasota Regional Water Supply Authority does not have any rules that existed prior to July 1, 2025.

F. YEARLY RULE SCHEDULE

No yearly schedule for review is required as the Peace River Manasota Regional Water Supply Authority does not have any rules that existed prior to July 1, 2025.

G. LICENSING METRICS

The Peace River Manasota Regional Water Supply Authority does not issue licenses in accordance with Section 120.60, Florida Statutes.

H. CERTIFICATIONS

Certification of Chair of the Peace River Manasota Regional Water Supply Authority Board of Directors:

As Chairman of the Board of Directors, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2025-2026 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 6, 2025, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

_____

Commissioner Joseph Tiseo
Chairman

Date: _____

Certification of the Peace River Manasota Regional Water Supply Authority Counsel:

As General Counsel to the Peace River Manasota Regional Water Supply Authority, I certify that I have reviewed the Peace River Manasota Regional Water Supply Authority's 2025-2026 Regulatory Plan and that the Peace River Manasota Regional Water Supply Authority regularly reviews all of its rules. As of August 6, 2025, the Peace River Manasota Regional Water Supply Authority reviewed all of its rules and determined that they remain consistent with the agency's rulemaking authority and the law implemented.

_____

Douglas Manson
General Counsel

Date: _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 5

Gopher Tortoise Recipient Site Reservation Agreement

Recommended Action- **Motion** to authorize the Executive Director to execute a Gopher Tortoise Recipient Site Reservation Agreement with Manatee County

The Peace River Regional Reservoir No. 3 Project (PR3) will develop a new 9 BG off-stream reservoir on the RV Griffin Reserve. The construction limits of project encompass about 1,250 acres and will affect the habitat of the gopher tortoise, a state-listed threatened species. Gopher Tortoises and their burrows are protected, and a relocation permit must be obtained from the Florida Fish and Wildlife Conservation Commission (FWC) before disturbing burrows and conducting construction activities.

Habitat surveys conducted by the Authority's consultant HDR estimate that approximately 97 tortoises are located within the PR3 Project area. However, during relocation, if the number of tortoises found exceeds the number requested on the permit, all construction activities must cease, and the permit must be amended. To avoid potential Project delays, a 10-percent buffer has been recommended by HDR for a total of 107 tortoises that could potentially need to be relocated.

The Authority has applied to the FWC for a relocation permit. However, FWC cannot issue the permit until the Authority reaches agreement with an FWC-authorized tortoise recipient site located within 100 miles of the PR3 Project site, and a "reservation letter" is provided to FWC confirming an agreement has been completed. Manatee County's Duette Preserve recipient site offers a 20% discount on the market rate per-tortoise fee for relocations from public sector projects. This reduced fee also includes the marking and release of tortoises by Duette personnel, which is typically an additional task (and fee) that the contracted Gopher Tortoise Agent would carry out. The current market rate is $6,000 per tortoise. However, because the Authority is a public entity the cost per tortoise is $4,800.00. Therefore, it is HDR's recommendation that an agreement with Manatee County to use Duette Preserve be pursued as it is the most cost-efficient option.

The attached Gopher Tortoise Recipient Site Reservation Agreement with Manatee County requires a 15% non-refundable deposit of $77,040. The total potential reservation fee for 107 tortoises is $513,600 (including the deposit). Beyond the non-refundable deposit, the Authority will only be required to pay for the number of tortoises that are actually relocated. If less than 107 tortoises need to be relocated, the fee will be reduced by $4,800 for each unused reservation. The Reservation Agreement is a twelve (12) month contract between the Authority and Manatee County.

In addition to the recipient site's fee, the FWC requires a variable mitigation contribution per tortoise, which must be paid before permit issuance. $40,862 would be the FWC contribution based on the 2024 rates.

Budget Action – No action is needed.

Attachments:
Gopher Tortoise Mitigation Bank Reservation Agreement with Manatee County

Natural Resources Department
Environmental Protection Division
1501 Dam Road
Bradenton, FL 34212
Phone: (941) 742-5980
www.mymanatee.org

April 21, 2025

Peace River Manasota Regional Water Supply Authority
Attn: James Guida
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Dear Mr. Guida,

Thank you for your interest in relocating one hundred and seven (107) gopher tortoises to the Manatee County Duette Gopher Tortoise Long-term Recipient Site (Permit No. GTLR-23-00009). The Duette recipient site is a Tier 1 recipient site dedicated to the preservation of gopher tortoises.

Enclosed is the 2025 Reservation Agreement, Fee Policy and Deposit Form required to reserve space at the Duette Recipient site. The fee per gopher tortoise was calculated according to the Mantee County Natural Resources Department Gopher Tortoise Recipient Fee Policy (R-23-132, revised 2024). The current market rate is $6,000 per tortoise. The Peace River Manasota Regional Water Supply Authority is considered a Public Entity that provides vital services to the Public and will receive a 20% discount from the $6,000 market rate, therefore the cost per gopher tortoise is $4,800.00. This cost in reflected in the reservation agreement. This cost includes the marking and release of tortoises that is performed by Manatee County Natural Resources Department staff.

The Reservation Agreement is a twelve (12) month contract between the Peace River Manasota Regional Water Supply Authority and Manatee County Board of County Commissioners. At the end of twelve months if the project is not complete, the Reservation Agreement will need to be renewed, at the same cost per tortoise in order to reserve the spaces. The reservation renewal requires an additional 15% deposit in order to cover administrative costs. Please note that the Deposit fee is a portion of the total cost per tortoise and not an additional charge. Upon receipt of the tortoises, the remaining fee per tortoise will be due.

Please return the Reservation Agreement, Deposit Form, and deposit check to receive the Reservation Letter required for the Florida Fish and Wildlife Conservation Commission Permit.

Regards,

Kathleen Barrett, MS, GTA
Ecological Program Manager - Gopher Tortoise Recipient Sites

JAMES SATCHER *District 1* | AMANDA BALLARD *District 2* | KEVIN VAN OSTENBRIDGE *District 3* | MIKE RAHN *District 4* | RAY TURNER *District 5* | JASON BEARDEN *At Large* | GEORGE W. KRUSE *At Large*

GOPHER TORTOISE RECIPIENT SITE RESERVATION AGREEMENT

This Gopher Tortoise Recipient Site Reservation Agreement (hereinafter "Agreement") is made this **21** day of **April**, 2025, by and between **Manatee County,** a political subdivision of the State of Florida, (hereinafter the "County"), whose mailing address is 1022 26th Avenue East, Bradenton Florida 34208 and **Peace River Manasota Regional Water Authority**, (hereinafter "Client") whose mailing address is 9415 Town Center Parkway, Lakewood Ranch, FL 34202 (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, the County maintains Duette Preserve (hereinafter referred to as the "Recipient Site"); a long term protected gopher tortoise recipient site located in Manatee County, Florida that is approved for the release of gopher tortoises by the Florida Fish and Wildlife Conservation Commission;

WHEREAS, the County agrees to provide area within the recipient site and Client (or approved agents of the client) agrees to provide gopher tortoises from a permitted relocation project with the Florida Fish and Wildlife Conservation Commission. Client (or agents of the client) agrees to the terms and conditions below to be used to relocate gopher tortoises and commensal species associated with the proposed development of the Client's project(s) (hereinafter" Project").

WHEREAS, the acreage of lands to be reserved from the County has been determined by Client (or agent of the client) based on an estimated **107** (number) gopher tortoises for the **Peace River Regional Reservoir No. 3 Project** (donor site project); and

WHEREAS, the County requires as part of this Agreement for Client (or agent of the client) to remit this Agreement to the County in order to allow Client (or agent of the client) to submit the recipient site information for the offsite relocation permit;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

[Agreement Continues on Next Page]

TERMS OF AGREEMENT

1. **PAYMENT**. The reservation fee per tortoise is Four thousand eight hundred dollars ($4,800.00) payable in check or cashier's check. Any tortoises that count toward the recipient site permit are subject to this fee. See **Appendix 1** for "Gopher Tortoise Recipient Site Reservation Fee Policy" details regarding calculation of per tortoise reservation fee.

   The check should be addressed to:

   Manatee County Board of County Commissioners
   Financial Management - Natural Resources
   1022 26th Avenue East
   Bradenton FL 34208

2. **DEPOSIT**. The County requires a 15% non-refundable per tortoise reservation deposit before a reservation letter will be provided. The total deposit amount due is $77,040.00. Payment shall be accompanied by a completed "Gopher Tortoise Recipient Site Reservation Fee Deposit Form" found in this Agreement as **Appendix 2**.

3. **DEPOSIT REFUND.** The per tortoise deposit is non-refundable. At the end of 12 months, all non-relocated tortoises that are reserved must be released from the donor site permit; available capacity returned to the recipient site; and all invoices paid in full.

4. **RECIPIENT SITE RESERVATION LETTER**. Upon receipt of the Deposit and the executed Agreement, the County will provide the necessary reservation letter which will allow the Client to utilize the reserved capacity on the donor site permit application with FWC.

5. **RESERVATION DURATION.** The tortoise reservation is valid for a period of 12 months after the Effective Date of this agreement. The aforementioned per tortoise fee of $4,800.00 is only valid through the term of this Agreement. If the FWC gopher tortoise relocation permit is received prior to or on the Agreement expiration date, the agreed upon tortoise fee is valid for the duration of the permit. If the County does not receive a copy of the FWC gopher tortoise relocation permit by that date, that fee is subject to change; any increase in the amount of the fee, however, shall only be binding if the parties mutually amend this Agreement in writing. The County does not guarantee the per tortoise fee after the expiration date of this Agreement. Also, if the entirety of the release area is not filled by the maximum number of gopher tortoises permitted in the FWC gopher tortoise relocation permit, the remaining area will not be reserved for future relocations for the Client. The County reserves the right to use

any remaining lands for other relocations.

6. **TORTOISE RELOCATION NOTIFICATION.** The Client shall make the County aware of the scheduled donor site relocations **no later than five (5) days prior to the event.** This notice is required for the County to drop-offs and safe release of the tortoises at the recipient site.

7. **TORTOISE RELOCATION DROP-OFF.** Tortoises may be dropped off at either 1501 Dam Rd., Bradenton FL 34212; or at the recipient site entrance 2649 Rawls Rd, Duette, FL 34219 between 7:30 am and 6:00 pm on Monday through Friday. The Client shall provide notification that the drop off will occur should be at least **five** (5) hours prior. The County does not provide tortoise relocation pick-ups.

8. **TORTOISE MEASUREMENTS AND MARKING.** The County will be responsible for measuring (weight, length, sex, health) and marking tortoises (collectively referred to as "Tortoise Data"), upon receipt. The "Tortoise Data" that is collected will be provided to the Client for use in the donor site After Action Report. The "Tortoise Data" will only be released to the Client or their consultant upon full payment of the invoice.

9. **INVOICING.** The County will invoice the Client the remaining fee per tortoise released at the site within 10 days of accepting the first tortoise. Payment to the County will be made by the Donor in compliance with Chapter 218, Florida Statutes, also known as the "Local Government Prompt Payment Act" upon receipt of an invoice from the County.

10. **LATE FEE.** Invoices past payment due date will be subject to interest in accordance with Chapter 218, Florida Statutes, also known as the "Local Government Prompt Payment Act."

11. **PERMIT AND COMPLETION REPORT**. Client (or agents of the client) agrees to provide the County with a signed copy of the relocation permit prior to initial delivery of gopher tortoises. Client (or agent of the client) also agrees to provide the County with a copy of the completion report. This information is necessary for our reporting requirements with the Florida Fish and Wildlife Conservation Commission. Failure to do so can result in the denial of any future requests for use of the recipient site.

12. **GOPHER TORTOISE RELEASE**. The County will release the gopher tortoises into the designated portion of the area of the recipient site. The County will also provide starter burrows for each gopher tortoise. Only the County and the Florida Fish and Wildlife Conservation Commission staff are allowed onsite.

13. **BREACH OF AGREEMENT.** If, for any reason, payments have not been conveyed to the County by the Client (or agents of the client) for gopher tortoises received, this action will constitute a breach of the Agreement by Client, and therefore, the County reserves the right to refuse any additional gopher tortoises until all outstanding monies have been received from the Client.

14. **NOTICE.** This Agreement may be terminated by either party for cause upon Fifteen (15) days' notice or by either party for convenience upon no less than thirty (30) days' advance written notice. Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of Client as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured. In the event this Agreement is terminated for convenience, the County shall be paid for any services performed to the date the Agreement is terminated.

FOR MANATEE COUNTY	**WITH A COPY TO**	**WITH A COPY TO**
Charlie Hunsicker	**Manatee County Attorney**	**Manatee County Gopher Tortoise Agent**
Director		
Manatee County NRD		
1022 26th Ave E	1112 Manatee Ave W	1500 Dam Road
Bradenton, FL 34208	#969	Bradenton, FL 34212
(941) 742-5923 phone	Bradenton, FL 34205	kathleen.barrett@mymanatee.org
charlie.hunsicker@mymanatee.org		

Name: Peace River Manasota Regional Water Authority, James Guida
Address: 9415 Town Center Parkway, Lakewood Ranch, FL 34202
Phone: 941-316-1776
Email: JGuida@regionalwater.org

15. **Applicable Law**. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida., as well as in accordance with all applicable laws, statutes, including the Local Government Prompt Payment Act (218.735 and 218.76 F.S.) as amended in the 2010 legislative session, ordinances, codes, rules, regulations and requirements of any governmental agencies, which regulate or have jurisdiction over the Project or the services to be provided and performed by the County hereunder.

16. **Venue**. The venue of any action to enforce the terms of this Agreement shall be in Manatee County, Florida, and if in federal court, shall be in the Middle District of

Florida, Tampa Division.

17. **Entire Agreement.** This Agreement contains the entire understanding between the Client and the County and the Client and the County agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Client and the County until executed by an officer of the Client and the County, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Client and the County.

18. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Client or the County to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

19. **Captions: Genders**. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

20. **Partial Invalidity**. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

21. **Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

22. **Effective Date.** This Agreement is effective on the date on which the last of the parties sign this Agreement.

23. **Typewritten or Handwritten Provisions**. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control

over the printed provisions in conflict therewith.

24. **Counterparts**. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

25. **Time is of the Essence**. Time is of the essence under the terms of this Agreement.

26. **Public Access to Records:** The Client acknowledges that all said documents regarding this project, as well as all of the documents, papers, letters or other material prepared and completed, made or received in conjunction with this agreement, are subject to the provisions of Chapter 119, Florida Statutes , and shall be maintained and made available to the public at the Contractor 's custodial address, to-wit: 1704 99th Street NW, Bradenton, FL 34209.

27. **INDEMNIFICATION**. The County assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the County and its officers, employees, servants, and agents while acting within the scope of their authorized powers and duties or their employment by the County. Notwithstanding any provision in the Agreement, the County assumes no additional risks except those set forth in the first section of this paragraph. Client shall be fully liable for personal injury, death and property damage caused by the negligence or willful misconduct of its employees, officers and agents. The parties agree: 1) that no term or condition contained in the Agreement shall be construed or interpreted as a) denying the County any remedy or defense available to it under the laws of Florida; b) a waiver of sovereign immunity of the County beyond the waiver and limitations provided in Section 768.28, F.S.; or c) resulting in the imposition of liability on the County for which it would not otherwise by law be responsible; and 2) the County shall only be obligated to indemnify the Client in accordance with the provisions and limitations set forth in Section 768.28, Florida Statutes.

28. **ATTORNEY'S FEES.** In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Manatee County:

Charlie Hunsicker

Charlie Hunsicker (Apr 21, 2025 17:15 EDT)

(signature)

Charlie Hunsicker, Director Natural Resources

Executed on_____, 2025

Client:

_____

(signature)

Printed Name and Corporate Title:_____

Executed on_____, 2025_____

APPENDIX 1

MANATEE COUNTY NATURAL RESOURCES DEPARTMENT
GOPHER TORTOISE RECIPIENT FEE POLICY

The following is a descriptive policy regarding Gopher Tortoise Recipient Fees for Gopher Tortoise Recipient Sites permitted within Manatee County Natural Resources Department managed lands.

1. All revenues (i.e., fees collected) received by and through the Manatee County Gopher Tortoise Recipient Site Program for gopher tortoise relocations shall be placed into an account dedicated for the staffing, management, maintenance, and monitoring mandated by the Florida Fish and Wildlife Conservation Commission ("State") Gopher Tortoise Recipient Site Permit (GTLR-23-00009) (Application No. 96483).
2. The Natural Resources Department will implement the State-approved, Gopher Tortoise Recipient Site Habitat Management Plan to the extent the designated account allows. Staffing shall include an Authorized Gopher Tortoise Agent ("GTA") retained by Manatee County and Resource Management personnel and/or contracted personnel to perform various management activities in perpetuity (temporary enclosure fencing, mowing, prescribed burning, tortoise marking, monitoring, etc.).
3. Each Manatee County gopher tortoise recipient site shall be managed and monitored in accordance with the aforementioned permit and consistent with the most current FWC Gopher Tortoise Permitting Guidelines https://myfwc.com/license/wildlife/gopher-tortoise permits/permitting-guidelines/guidelines-revisions/.
4. Unless directed otherwise by FWC, Manatee County's gopher tortoise recipient sites shall only accept gopher tortoises being relocated from development projects (i.e., donor site) occurring within the approved geographic region defined as fifty miles north or south and from west coast to east coast of the permitted gopher tortoise recipient site to which the gopher tortoise(s) will be relocated.
5. Gopher tortoises shall be accepted at Manatee County's permitted gopher tortoise recipient sites from both public agency development projects and private entity development projects within the approved geographic region defined above. However, a minimum of 25% of the total number of tortoises accepted at any individual recipient site shall be reserved for Manatee County infrastructure projects (e.g., public works, utilities, facilities, etc.), 25% of the total number of tortoises accepted shall be reserved for other public entities (e.g., Florida Department of Transportation, Manatee County School Board, etc.), and the remaining 50% of the total number of tortoises accepted shall be reserved for private entities.
6. A designated Manatee County Natural Resources representative shall maintain a ledger tallying gopher tortoise vacancies at each permitted recipient site. The ledger shall be audited annually by an authorized GTA.
7. Upon a gopher tortoise relocation inquiry from a potential donor site, the Manatee County Natural Resources representative shall review the recipient site ledgers for available carrying capacity. If a recipient site is available to accommodate the estimated number of gopher tortoises anticipated from the donor site, the Manatee County representative shall send a Reservation Letter to the donor site, including a Reservation Agreement and Deposit Form.
8. The Gopher Tortoise Recipient Fee shall be calculated based on the market rate at the time of the Reservation Letter generation, as follows:

Donor Site	Cost per Tortoise
Manatee County Infrastructure Projects and Other Public Entities	Market Rate -20%
Donor Site (Private Entities)	Market Rate

9. Market rate shall be assessed on a quarterly basis by averaging the fees for a minimum of three long-term recipient sites within the Southwest Region.
10. The Gopher Tortoise Recipient Fee covers costs to staff Manatee County Authorized GTA(s), management of the gopher tortoise reservation system, installation and maintenance of temporary enclosure fencing for relocated gopher tortoises, marking, tracking, and monitoring of relocated gopher tortoise(s), and long-term management and maintenance activities associated with the Duette Preserve Long-term Gopher Tortoise Recipient Site(s).
11. A nonrefundable administrative fee equal to 15% of the calculated Gopher Tortoise Recipient Fee is required upon return of the executed Reservation Agreement. This fee covers the administrative costs and equipment costs associated with the management of the recipient sites. Upon receipt of the administration feet, Manatee County Natural Resources Department will provide the necessary reservation letter which will allow the applicant to utilize the reserved capacity on the donor site permit application with FWC.
12. Tortoises with a carapace less than 130 mm will not be charged the full Gopher Tortoise Recipient Fee. Instead, the administration fee will be used for authorized agent administration and receiving activities.
13. The donor site (i.e., GTA or FWC approved designee) shall be responsible for transport of all donor site gopher tortoises to the Manatee County recipient site's designated transfer location to be provided to the permittee upon issuance of the donor site relocation permit.
14. Once received at the recipient site, relocated gopher tortoises shall be weighed, measured, assessed for health, and marked by a Manatee County Authorized GTA using a unique identifying number (ID). The unique ID will be used to inventory gopher tortoises in the credit ledger and will be provided to the FWC for permit compliance tracking.
15. The Manatee County Authorized GTA reserves the right to deny receipt of any unhealthy tortoises delivered to the recipient site.
16. After a relocation is complete, the donor site is responsible for paying the Gopher Tortoise Recipient Fee balance in accordance with the Reservation Agreement.
17. Payment to the County will be made by the Donor in compliance with Chapter 218, Florida Statutes, also known as the "Local Government Prompt Payment Act" upon receipt of an invoice from the County.
18. Failure to promptly pay invoices may result in the application of late fees, cancellation of the Reservation Agreement, and/or denial of future Reservations.

APPENDIX 2

Gopher Tortoise Recipient Site Reservation Fee Deposit Form

MANATEE COUNTY GOPHER TORTOISE RECIPIENT SITE RESERVATION FEE FORM

This source document must accompany all payments made for Gopher Tortoise Recipient Site Reservation Fees.

Submit completed form along with the fee to:

Manatee County Government
Financial Management – Natural Resources
Attn: Gopher Tortoise Recipient Site Reservation Fee
1022 26th Avenue East
Bradenton, FL 34208

Date: 04/21/2025

Donor Site Project Title: Peace River Regional Reservoir No.3

County: Desoto

Number of Tortoises: 107

Name/Depositor: Peace River Manasota Regional Water Supply Authority/James Guida

Address: 9415 Town Center Parkway, Lakewood Ranch, FL 34202

Phone Number: 941-316-1776

Reservation Fee: $513,600.00

Total Administrative Fee: $77,040.0 (*15% of Reservation Fee payable to Manatee County Government*)

Check/Warrant No.: _____

Remaining Fee: $436,560.00 or prorated if less than 107 tortoises.

**********DO NOT WRITE BELOW THIS LINE**********

Receipt Date: _____

Receiver Initials: _____

CAROL ANN FELTS	AMANDA BALLARD	TAL SIDDIQUE	MIKE RAHN	ROBERT McCANN	JASON BEARDEN	GEORGE W. KRUSE
District 1	*District 2*	*District 3*	*District 4*	*District 5*	*At Large*	*At Large*

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 6

Phase 2B Myakka Islands Point Preserve Easement

Recommended Action -

Motion to approve and authorize the Chair to execute the Sarasota County permanent non-exclusive and temporary construction easements on Myakka Islands Point Preserve, within Parcel ID No. 0816004010, and Interlocal Agreement with Sarasota County including payment of $100,000 for permanent easement maintenance.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13 miles of 42-inch diameter pipeline. The pipeline route is located along the border of Sarasota and Charlotte County, extending from Serris Boulevard, generally west along Hillsborough and Chancellor Boulevards and south mostly in Charlotte County crossing the Myakka River, and then extending to Charlotte County's Gulf Cove Booster Station.

The temporary construction easement and non-exclusive permanent utility easement are within Sarasota County owned property described as the Myakka Islands Point Preserve. An Interlocal Agreement between the Authority and Sarasota County for the easement includes a payment of $100,000 to Sarasota County for the maintenance and treatment of exotic species over the permanent non-exclusive easement for a 50-year period. The easement was approved by the Sarasota County Board of County Commissioners on July 8, 2025, pending the Authority Board approval prior to the final execution.

Budget Action – No action is needed.

Attachments:
Tab A – Myakka Islands Point Preserve Easements
Tab B – Interlocal Agreement

TAB A
Myakka Islands Point Preserve Easements

KAREN E. RUSHING
Clerk of the Circuit Court and County Comptroller

June 4, 2025

Kelly McClellen

RE: Contract No. 2025-481

Enclosed is one original pending Contract between Sarasota County and Peace River Manasota Water Supply, that is not fully executed.

Following execution, please forward the original Contract to my attention in Board Records so that it may be removed from the Board Records Pending List and filed in the Official County Records.

As always, your assistance is greatly appreciated. If you have any questions, please call me at x15637.

Sincerely,

Karen E. Rushing
Clerk of the Circuit Court and County Comptroller

By: Beatrice Patrizi
Beatrice Patrizi
Deputy Clerk

CONTRACT NO. 2025-481

BCC APPROVED 7/8/25

Prepared by:
Douglas Manson, Esq.
Manson Bolves Donaldson Tanner, P.A.
109 N. Brush Street, Suite 300
Tampa, Florida 33602

NON-EXCLUSIVE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into this 8 day of July, 2025, by SARASOTA COUNTY, a political subdivision of the State of Florida, ("Grantor") whose mailing address is P.O. Box 8, Sarasota, Florida 34230-0008, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district of the State of Florida, its successors and assigns ("Grantee"), whose mailing address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, (the Grantor and Grantee may hereafter be referred to as the "Parties") hereby agree:

WITNESSETH:

THAT GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, a non-exclusive utility easement ("**Utility Easement**"), in, under, upon, over, through and across lands owned by Grantor as described in **Exhibit "A"** attached hereto and incorporated herein, and a temporary construction easement for the purpose of initial construction (the "**Temporary Construction Easement**") in the area as described in "**Exhibit A-1**" attached hereto and incorporated herein. (The properties described in Exhibit "A" and Exhibit "A-1" are collectively referred to herein as the "Easements").

TO HAVE AND TO HOLD the aforesaid Easements with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining thereto unto Grantee and unto its successors and assigns for the periods of time set forth below in this Easement Agreement.

GRANTEE SHALL HAVE the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade such pipes and equipment for the purposes of installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and reducing the size of, water related pipelines and subsurface appurtenances (with fittings, appliances, tie-overs, and appurtenant equipment including, communication systems, cathodic protection and apparatus) (collectively, "**Utility Facilities**") within the Utility Easement area, and the temporary rights to access and allow for the installation of the Utility Facilities within the Temporary Construction Easement, which Easements are granted in accordance with and subject to the following terms and conditions:

1. Terms of Easements.

1.1 It is understood and agreed by the Parties hereto that the Temporary Construction Easement's non-exclusive rights granted herein shall automatically terminate after the completion of the installation and/or construction of the Utility Facilities or for a period not to exceed two (2) years from the Effective Date, whichever occurs first, without further action by either of the Parties. Once Grantee commences construction on the Temporary Construction Easement, it will complete construction within one (1) year. To the extent that Grantee's construction activities, as contemplated herein, require Grantor to close its facilities to the public, Grantee shall coordinate with Grantor and take reasonable steps to allow for partial reopening of such facilities for public use, provided that such partial reopening will not cause unreasonable delays to Grantee's construction activities or compromise the safety of the public or of Grantor, Grantee, and their respective employees, contractors, and agents.

1.2 The Utility Easement encumbering the property described in Exhibit "A" shall be for a period of fifty (50) years from _____, the effective date of this Easement

Agreement, unless earlier terminated by an agreement with the Parties and recorded in the Official Records of Sarasota County, Florida.

2. Grantor specifically reserves the right to maintain, repair, replace, and remove Grantor's facilities located under, on or within the Easements' areas; to make improvements; add to or enlarge its facilities; maintain, construct or alter roads; and construct, alter and modify any facilities, devices, or improvements provided that those activities do not interfere with the easement rights of the Grantee as provided herein; and the right to ingress and egress upon the Easements' areas. During construction and maintenance activities within the Easements' areas the Parties agree to cooperate and coordinate access by the Parties and the public. After the installation of the Utility Facilities by Grantee, any further maintenance or construction activities by the Grantor will be subject to prior coordination with and approval from Grantor, Grantee shall have the right to exclude members of the public from the Easements' areas during construction or for other maintenance and operation activities only if and during conditions where those maintenance and operation activities pose a danger to the public that cannot reasonably be avoided by Grantee's use of temporary fencing, signage, and/or other protective measures. In the case of emergency repairs to the Utility Facilities that may impact human health and safety, Grantee is authorized to begin repairs immediately and must notify Grantor as soon as possible.

3. Grantee shall have all other rights and benefits necessary or convenient for the full benefit or use of the Easements' areas, including the free and full right of ingress and egress over and across the Easements' areas. Grantee shall further have the right to use Grantor's existing roadway system for ingress, egress and regress to any and all portions of the Easements' areas granted herein. Grantee further agrees that any damage caused by the Grantee's use of the easement rights granted herein to the Grantor's aforementioned roadway system will be repaired to its previous condition at the sole cost and expense of the Grantee within six (6) months of the damage. Notwithstanding the foregoing, Grantor has no obligation to repair or maintain its roadways for Grantee's use and such use will be coordinated with the Grantee.

4. Grantee agrees to obtain, at its sole cost, all applicable federal, state, and local permits required in connection with Grantee's use of the Easements' areas; and at all times, to comply with

all requirements of all federal, state, and local laws, ordinances, rules, and regulations applicable or pertaining to the use of the Easements' areas by Grantee.

5. Grantee shall not encumber Grantor's title or interest in or to the Grantor's property with any mechanics or materialman's lien. Grantee shall also not allow or authorize any other party to attempt to encumber Grantor's title or interest in or to the Grantor's property with any mechanics or materialman's lien. Additionally, Grantee agrees, within thirty (30) days of the institution of same, to obtain the release or discharge of any such liens. No provision of the Easements shall be construed so as to permit Grantee to encumber the title or interest of Grantor in or to Grantor's property or under the Easements for or on account of any improvement made by Grantee or anyone claiming by, through or under Grantee.

6. Grantee shall restore the grade of the surface of the Easements' areas as nearly as practicable and permissible, at its sole cost and expense, to its prior condition following any disturbance to the extent caused or occasioned by the Grantee's use of the Easements' rights granted herein. After the completion of any installation or construction of the Utility Facilities, Grantee shall clearly mark the location of the Utility Facilities with permanent markers and/or signage if required by Grantor and/or the applicable regulations.

7. Grantee shall not fence or otherwise enclose the Easements areas without Grantor's prior written permission, except those areas designated and approved for the construction of above-ground Utility Facilities.

8. Grantor agrees to warn its employees, agents, contractors, and invitees of the existence of the Utility Facilities installed by Grantee and agrees to use appropriate safety and precautionary measures when working near Grantee's Utility Facilities.

9. With reference to the Easements' areas, and subject to the foregoing, Grantor and its heirs, legal representatives, successors and assigns shall retain all existing rights of title and possession, provided that the exercise of such rights does not interfere with the safe and efficient construction, maintenance, and operation of said Utility Facilities or any of the rights specified

herein. Grantor shall have such rights of title and possession including, but not limited to, the following:

a. The right to use the Easements' areas for the ordinary business purposes of Grantor, its licensees, grantees, assigns and successors-in-interest or such other purposes which do not interfere with the uses granted above.

b. Grantor's right to build, maintain and travel over roads and streets across the Easements' areas, provided such roads or streets are: (1) constructed in a straight manner across the Easements' areas at an angle as close to 90 degrees as practical, as measured from the edge of the Easements' areas to the centerline of such road or street; and (2) all parts of such roads or streets are more than a ten feet (10') distance from any above ground Utility Facilities; and provided that said roads or streets shall not interfere with the safe operation and maintenance of the Utility Facilities installed within the Utility Easement area.

c. Grantor agrees to provide prior notice as defined in Section 9.d. below to Grantee, with the exception of emergencies, before Grantor or its invitees enter upon or use the Easements' areas while the Utility Facilities are being constructed, repaired, replaced, or upgraded.

d. No Grantor excavation operations shall be undertaken within the Easements' areas without seven (7) days prior written notice to the Grantee and to the Florida Sunshine State One Call System or its successor.

e. With the exception of work to address emergency conditions, construction activities by the Grantor on and/or under the Easements' areas shall be subject to the prior written approval of Grantee for such operations, which approval shall not be unreasonably withheld, delayed or denied; furthermore, Grantee shall comply with the additional construction conditions contained in Exhibit "B," attached hereto and incorporated herein.

f. The installation and construction of any new fences that impact or encroach on the Utility Easement area, after the initial construction of the Utility Facilities, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any new fences crossing the Utility Easement area perpendicularly shall be installed closer than ten feet (10') on either side of Grantee's Utility Facilities, and (2) any new fences running parallel to the Utility Easement area shall be installed no closer than ten feet (10') from the Grantee's Utility Facilities.

10. Upon receipt of notice as described in Exhibit "B", any new construction, relocation or removal of the Utility Facilities by the Grantee within the Utility Easement area shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Should Grantor request that Grantee alter, adjust, or modify its Utility Facilities from or within Grantor's lands, and if Grantee, within its sole discretion, agrees to such alteration, adjustment or modification, Grantor hereby agrees to pay all costs associated with, but not limited to alteration, adjustment, relocation or modification, including, but not limited to the cost of acquiring appropriate easements or lands in fee as necessary.

11. This Easement Agreement shall take effect once fully executed by both Parties, upon the date of its recording in the Official Records of Sarasota County, Florida, and upon delivery of an original by Grantor to Grantee (the "**Effective Date**").

12. This Easement Agreement may be fully or partially assigned or transferred to an appropriate regulated utility or governmental agency by Grantee. Grantee's easement rights shall extend to Grantee, its successors, assigns, agents, employees, representatives, licensees, invitees, or such other persons or entities deemed necessary for the full enjoyment of the rights granted herein, in the discretion of the Grantee.

13. This Easement Agreement or any amendment thereof, shall be recorded in the Official Records of Sarasota County, Florida.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement this _____ day of _____, 2025.

WITNESSES

_____

Printed Name: _____

Address: _____

_____

_____

Printed Name: _____

Address: _____

_____

GRANTEE:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an

Independent special district of the State of Florida

By: _____

Printed Name: _____

As its_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____, as _____ of Peace River Manasota Regional Water Supply Authority, an interlocal governmental entity of the State of Florida, on behalf of the entity. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

_____
Signature of Notary Public

_____
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

SARASOTA COUNTY, a political subdivision of the State of Florida

By the:
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

PRINT NAME: 7.8.2025

Chair

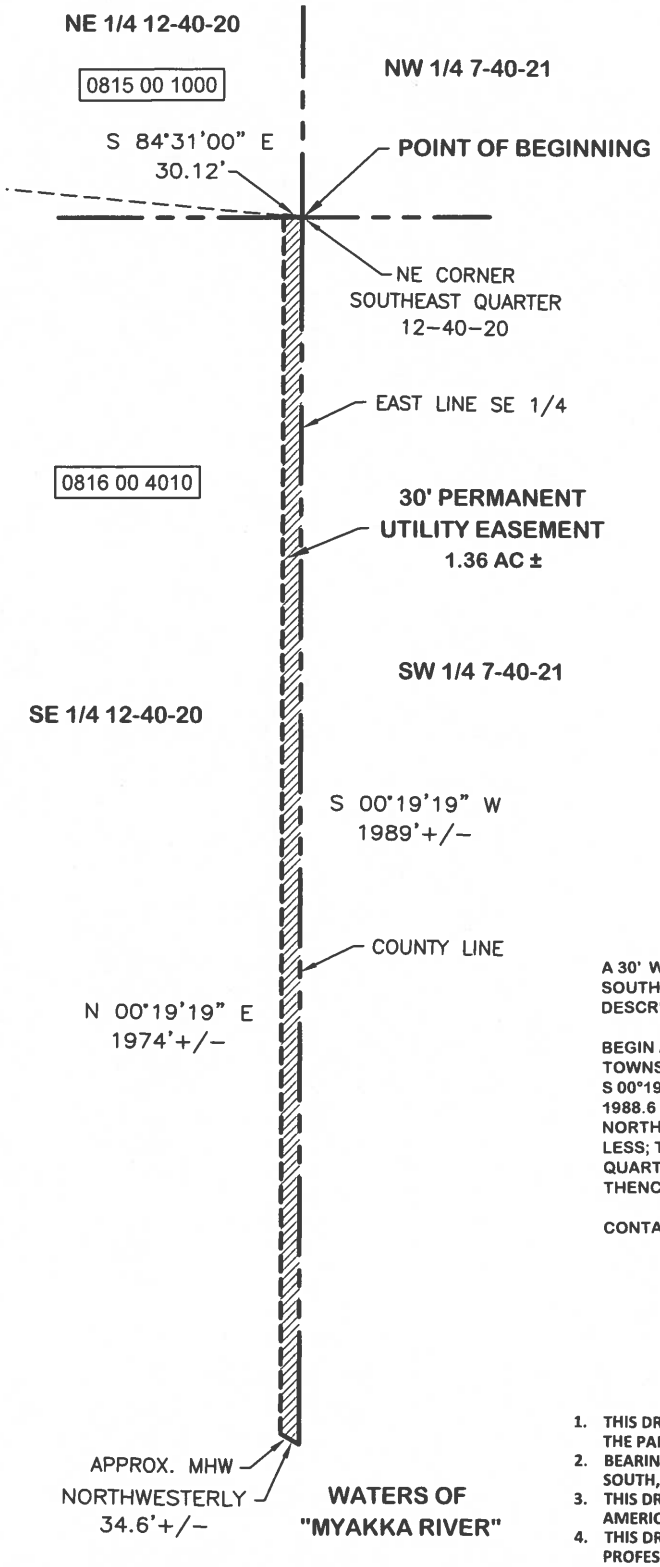
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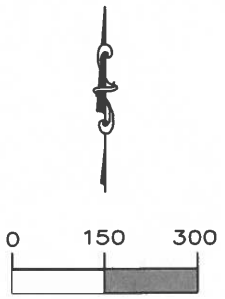
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BY: _____
Deputy Clerk

EXHIBIT A
UTILITY EASEMENT

SKETCH





ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST
MHW	MEAN HIGH WATER

DESCRIPTION

A 30' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1988.6 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE NORTHWESTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 34.6 FEET MORE OR LESS; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER AND 30' WESTERLY THEREFROM, A DISTANCE OF 1974 FEET MORE OR LESS; THENCE S 84°31'00" E, A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1.36 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS A DESCRIPTION AND SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.
3. THIS DRAWING WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT COMPLETED BY AMERICAN GOVERNMENT SERVICES CORPORATION DATED FEBRUARY 10, 2024.
4. THIS DRAWING MEETS THE MINIMUM STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

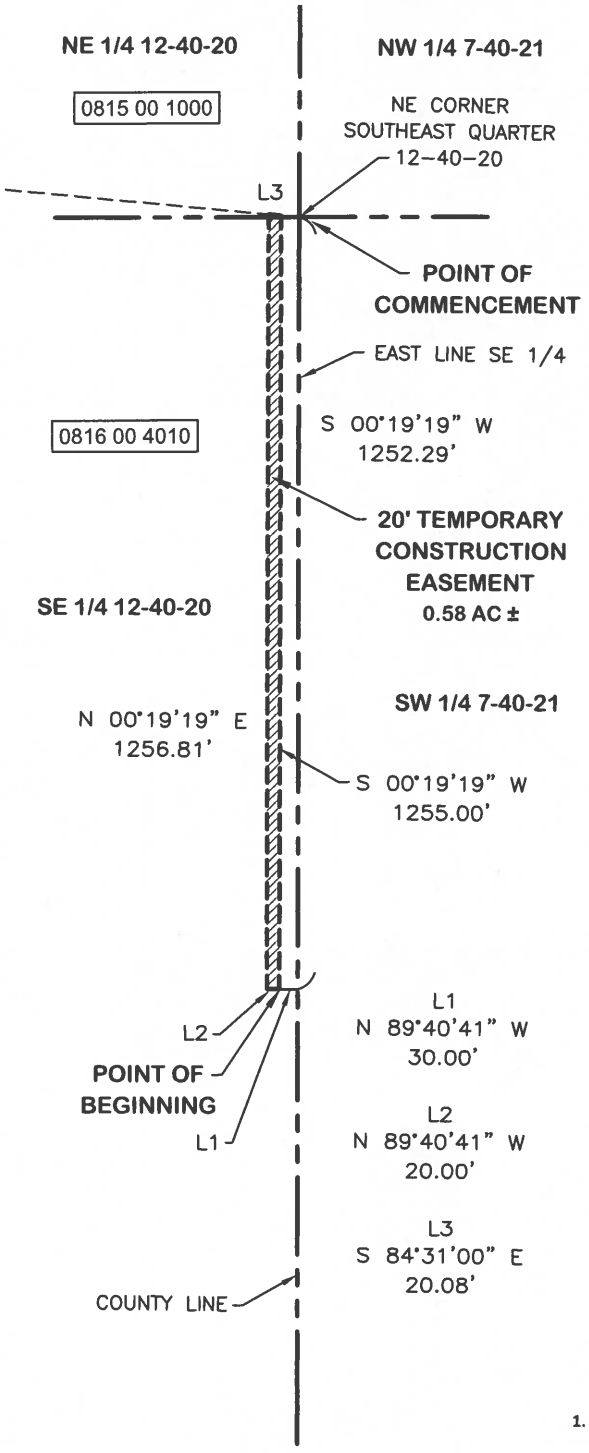
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

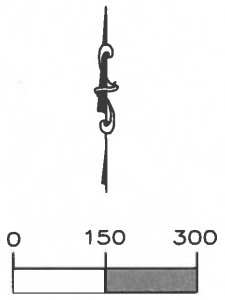
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

30' PERMANENT UTILITY EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

EXHIBIT "A-1"
TEMPORARY CONSTRUCTION EASEMENT

SKETCH





ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST

DESCRIPTION

A 20' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1252.29 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°40'41" W, A DISTANCE OF 20.00 FEET; THENCE N 00°19'19" E, A DISTANCE OF 1256.81 FEET; THENCE S 84°31'00" E, A DISTANCE OF 20.08 FEET; THENCE S 00°19'19" W, A DISTANCE OF 1255.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.58 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS A DESCRIPTION AND SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.
3. THIS DRAWING WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT COMPLETED BY AMERICAN GOVERNMENT SERVICES CORPORATION DATED FEBRUARY 10, 2024.
4. THIS DRAWING MEETS THE MINIMUM STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

20' TEMPORARY CONSTRUCTION EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

EXHIBIT "B"

The following construction conditions shall be included within the requirements of the Utility Easement and Temporary Construction Easement.

1. The Grantee shall replace culverts within the Utility Easement area which are disturbed by the Grantee's construction activity with Double-Wall corrugated HDPE (High Density Polyethylene).

2. The firebreak shall be restored as nearly as practicable to its original grade. Separate and replace the top 12 inches of topsoil during construction to restore the grade utilizing existing soil removed from within the construction limits utilized for construction. Reseed with hydric-mesic flatwoods and salt marsh groundcover species as is appropriate for habitat type and approved by Grantor. Reseeding shall be done within the Utility and Temporary Construction Easement areas.

3. Grantee will perform a tree survey of the Utility Easement and Temporary Construction Easement areas and will replace any trees that must be removed during construction and/or that are damaged/impacted by construction and subsequently die within 2 years post project completion which are 10 inches dbh (diameter at breast height) or greater. The replacement shall be in like kind, commercially available in 15-to-30-gallon size, no clones or as approved by Sarasota County Parks, Recreation and Natural Resources Department site manager in writing. Deep-rooted trees may not be replaced within the Utility Easement area.

4. Grantee will likewise replace any trees outside the Utility Easement and Temporary Construction Easement areas which are more than 10 dbh that have been damaged/impacted by construction and subsequently die within 2 years post project completion. The replacement shall be in like kind, commercially available in 15-to-30-gallon size, no clones or as approved by Sarasota County Parks, Recreation and Natural Resources Department site manager in writing.

5. A representative of the Grantor shall be invited to all preconstruction and progress meetings.

6. Grantee shall use Best Management Practices to delineate the project site boundaries and assist Grantor with respect to the management of vehicular and pedestrian traffic in and around the Utility Easement and Temporary Construction Easement areas.

7. The Grantee shall provide appropriate signage and markers alerting the public, the Grantor, and its invitees to the work areas and restrictions regarding access.

8. Grantee shall construct temporary fencing and gates prior to the removal of any existing fences and gates and shall replace any removed existing fences and gates upon the completion of the project to their original location and with the same materials in like kind as existed immediately prior to the execution of this Easement Agreement and ensure Grantor has continuous access to all said gates.

9. Grantee shall resurface the concrete driveway apron, regrade driveway adding # 57 rock where needed, and add concrete ADA parking space according to all applicable codes and ADA standards. If damaged as a result of the activity of the Grantee the driveway apron, driveway, parking area, and ADA parking shall be repaired to its previous condition prior to excavation.

10. Grantee shall follow Sarasota County Code of Ordinances to ensure tree protection within the Utility Easement and Temporary Construction Easement areas is provided.

11. Grantee shall reduce impacts to the Grantor's property by performing as much of the temporary construction work as possible on adjacent property.

12. After completion of the initial construction of the Utility Facilities, Grantee shall provide the Grantor with seven (7) days minimum written notice of commencement of construction activities and maintenance thereafter.

13. Grantee shall replace the two gates located at opposite ends of the parking area that run perpendicular to the Utility Easement and associated fencing if damaged by the Grantee or their designees throughout the life of the Easements.

TAB B
Interlocal Agreement

KAREN E. RUSHING
Clerk of the Circuit Court and County Comptroller

June 4, 2025

Kelly McClellen

RE: Contract No. 2025-482

Enclosed is one original pending Contract between Sarasota County and Peace River Manasota Water Supply, that is not fully executed.

Following execution, please forward the original Contract to my attention in Board Records so that it may be removed from the Board Records Pending List and filed in the Official County Records.

As always, your assistance is greatly appreciated. If you have any questions, please call me at x15637.

Sincerely,

Karen E. Rushing
Clerk of the Circuit Court and County Comptroller

By: Beatrice Patrizi
Beatrice Patrizi
Deputy Clerk

BOARD RECORDS
FILED FOR RECORD

2025 JUL -8 PM 5:28

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

CONTRACT NO. 2025-482
BCC APPROVED 7/8/25

INTERLOCAL AGREEMENT BETWEEN THE PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY AND SARASOTA COUNTY

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this 8 day of JULY, 2025, by Peace River Manasota Regional Water Supply 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 ("County"), a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the County and Authority may hereafter be referred to as the "Parties").

RECITALS:

WHEREAS, the Parties are entering into a Non-Exclusive Utility Easement and Temporary Construction Easement Agreement ("Easement Agreement"), a copy of which is attached hereto as **Exhibit 1**; and

WHEREAS, the Easement Agreement grants, bargains, sells and conveys to the Authority, a non-exclusive utility easement, in, under, upon, over, through and across lands owned by the County as described in Exhibit "A" to the Easement Agreement, and a temporary construction easement for the purpose of initial construction in the area as described in "Exhibit A-1" to the Easement Agreement (the properties described in Exhibit "A" and Exhibit "A-1" of the Easement Agreement are collectively referred to herein as the "Easements").

WHEREAS, the Parties have agreed that, as a condition of granting the Easement Agreement, the Authority shall provide a certain payment to the County related to maintenance and treatment under the Easement Agreement and desire to set forth the payment terms and requirements in this Agreement; and

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. The foregoing recitals are true and correct and incorporated herein by reference.

2. This Agreement shall become effective upon the recording of a certified copy thereof in the Official Records of Sarasota County and upon delivery of an original by the County to the Authority (the "effective date"). This Agreement shall continue in effect for the duration of the term of the Easement Agreement and shall terminate upon termination of the Easement Agreement.

3. The Authority shall make a one-time payment of $100,000.00, by check payable to Sarasota County, for annual maintenance of the fire break and treatment of Florida Invasive Species Council (FISC) Category I and II invasive species within the Easements, to the County within thirty (30) days of the effective date of this Agreement.

IN WITNESS WHEREOF, the Authority and County have each executed this Agreement on the date written below.

[signatures on following page]

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

Approved as to form:

_____
Douglas Manson, General Counsel

Peace River Manasota Regional Water Supply Authority:

By:_____

Print Name:_____
Chair

Date:_____

Attest:
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: _____
Deputy Clerk

7.8.2025
Date

Approved as to form:

By: Joshua B. Moye

Print Name: _____
County Attorney

Board of County Commissioners of Sarasota County, Florida

By: _____

Print Name: JOE NEUNDER
Chair

Date: 7.8.2025

EXHIBIT 1

Prepared by:
Douglas Manson, Esq.
Manson Bolves Donaldson Tanner, P.A.
109 N. Brush Street, Suite 300
Tampa, Florida 33602

NON-EXCLUSIVE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS NON-EXCLUSIVE UTILITY EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into this ___ day of _____, 2025, by SARASOTA COUNTY, a political subdivision of the State of Florida, ("Grantor") whose mailing address is P.O. Box 8, Sarasota, Florida 34230-0008, to PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district of the State of Florida, its successors and assigns ("Grantee"), whose mailing address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, (the Grantor and Grantee may hereafter be referred to as the "Parties") hereby agree:

WITNESSETH:

THAT GRANTOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, a non-exclusive utility easement ("**Utility Easement**"), in, under, upon, over, through and across lands owned by Grantor as described in **Exhibit "A"** attached hereto and incorporated herein, and a temporary construction easement for the purpose of initial construction (the "**Temporary Construction Easement**") in the area as described in "**Exhibit A-1**" attached hereto and incorporated herein. (The properties described in Exhibit "A" and Exhibit "A-1" are collectively referred to herein as the "Easements").

TO HAVE AND TO HOLD the aforesaid Easements with all the rights, privileges and appurtenances thereto belonging or in anywise appertaining thereto unto Grantee and unto its successors and assigns for the periods of time set forth below in this Easement Agreement.

GRANTEE SHALL HAVE the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade such pipes and equipment for the purposes of installing, laying, constructing, maintaining, operating, repairing, altering, replacing, and reducing the size of, water related pipelines and subsurface appurtenances (with fittings, appliances, tie-overs, and appurtenant equipment including, communication systems, cathodic protection and apparatus) (collectively, "**Utility Facilities**") within the Utility Easement area, and the temporary rights to access and allow for the installation of the Utility Facilities within the Temporary Construction Easement, which Easements are granted in accordance with and subject to the following terms and conditions:

1. Terms of Easements.

1.1 It is understood and agreed by the Parties hereto that the Temporary Construction Easement's non-exclusive rights granted herein shall automatically terminate after the completion of the installation and/or construction of the Utility Facilities or for a period not to exceed two (2) years from the Effective Date, whichever occurs first, without further action by either of the Parties. Once Grantee commences construction on the Temporary Construction Easement, it will complete construction within one (1) year. To the extent that Grantee's construction activities, as contemplated herein, require Grantor to close its facilities to the public, Grantee shall coordinate with Grantor and take reasonable steps to allow for partial reopening of such facilities for public use, provided that such partial reopening will not cause unreasonable delays to Grantee's construction activities or compromise the safety of the public or of Grantor, Grantee, and their respective employees, contractors, and agents.

1.2 The Utility Easement encumbering the property described in Exhibit "A" shall be for a period of fifty (50) years from _____, the effective date of this Easement

Agreement, unless earlier terminated by an agreement with the Parties and recorded in the Official Records of Sarasota County, Florida.

2. Grantor specifically reserves the right to maintain, repair, replace, and remove Grantor's facilities located under, on or within the Easements' areas; to make improvements; add to or enlarge its facilities; maintain, construct or alter roads; and construct, alter and modify any facilities, devices, or improvements provided that those activities do not interfere with the easement rights of the Grantee as provided herein; and the right to ingress and egress upon the Easements' areas. During construction and maintenance activities within the Easements' areas the Parties agree to cooperate and coordinate access by the Parties and the public. After the installation of the Utility Facilities by Grantee, any further maintenance or construction activities by the Grantor will be subject to prior coordination with and approval from Grantor, Grantee shall have the right to exclude members of the public from the Easements' areas during construction or for other maintenance and operation activities only if and during conditions where those maintenance and operation activities pose a danger to the public that cannot reasonably be avoided by Grantee's use of temporary fencing, signage, and/or other protective measures. In the case of emergency repairs to the Utility Facilities that may impact human health and safety, Grantee is authorized to begin repairs immediately and must notify Grantor as soon as possible.

3. Grantee shall have all other rights and benefits necessary or convenient for the full benefit or use of the Easements' areas, including the free and full right of ingress and egress over and across the Easements' areas. Grantee shall further have the right to use Grantor's existing roadway system for ingress, egress and regress to any and all portions of the Easements' areas granted herein. Grantee further agrees that any damage caused by the Grantee's use of the easement rights granted herein to the Grantor's aforementioned roadway system will be repaired to its previous condition at the sole cost and expense of the Grantee within six (6) months of the damage. Notwithstanding the foregoing, Grantor has no obligation to repair or maintain its roadways for Grantee's use and such use will be coordinated with the Grantee.

4. Grantee agrees to obtain, at its sole cost, all applicable federal, state, and local permits required in connection with Grantee's use of the Easements' areas; and at all times, to comply with

all requirements of all federal, state, and local laws, ordinances, rules, and regulations applicable or pertaining to the use of the Easements' areas by Grantee.

5. Grantee shall not encumber Grantor's title or interest in or to the Grantor's property with any mechanics or materialman's lien. Grantee shall also not allow or authorize any other party to attempt to encumber Grantor's title or interest in or to the Grantor's property with any mechanics or materialman's lien. Additionally, Grantee agrees, within thirty (30) days of the institution of same, to obtain the release or discharge of any such liens. No provision of the Easements shall be construed so as to permit Grantee to encumber the title or interest of Grantor in or to Grantor's property or under the Easements for or on account of any improvement made by Grantee or anyone claiming by, through or under Grantee.

6. Grantee shall restore the grade of the surface of the Easements' areas as nearly as practicable and permissible, at its sole cost and expense, to its prior condition following any disturbance to the extent caused or occasioned by the Grantee's use of the Easements' rights granted herein. After the completion of any installation or construction of the Utility Facilities, Grantee shall clearly mark the location of the Utility Facilities with permanent markers and/or signage if required by Grantor and/or the applicable regulations.

7. Grantee shall not fence or otherwise enclose the Easements areas without Grantor's prior written permission, except those areas designated and approved for the construction of above-ground Utility Facilities.

8. Grantor agrees to warn its employees, agents, contractors, and invitees of the existence of the Utility Facilities installed by Grantee and agrees to use appropriate safety and precautionary measures when working near Grantee's Utility Facilities.

9. With reference to the Easements' areas, and subject to the foregoing, Grantor and its heirs, legal representatives, successors and assigns shall retain all existing rights of title and possession, provided that the exercise of such rights does not interfere with the safe and efficient construction, maintenance, and operation of said Utility Facilities or any of the rights specified

herein. Grantor shall have such rights of title and possession including, but not limited to, the following:

a. The right to use the Easements' areas for the ordinary business purposes of Grantor, its licensees, grantees, assigns and successors-in-interest or such other purposes which do not interfere with the uses granted above.

b. Grantor's right to build, maintain and travel over roads and streets across the Easements' areas, provided such roads or streets are: (1) constructed in a straight manner across the Easements' areas at an angle as close to 90 degrees as practical, as measured from the edge of the Easements' areas to the centerline of such road or street; and (2) all parts of such roads or streets are more than a ten feet (10') distance from any above ground Utility Facilities; and provided that said roads or streets shall not interfere with the safe operation and maintenance of the Utility Facilities installed within the Utility Easement area.

c. Grantor agrees to provide prior notice as defined in Section 9.d. below to Grantee, with the exception of emergencies, before Grantor or its invitees enter upon or use the Easements' areas while the Utility Facilities are being constructed, repaired, replaced, or upgraded.

d. No Grantor excavation operations shall be undertaken within the Easements' areas without seven (7) days prior written notice to the Grantee and to the Florida Sunshine State One Call System or its successor.

e. With the exception of work to address emergency conditions, construction activities by the Grantor on and/or under the Easements' areas shall be subject to the prior written approval of Grantee for such operations, which approval shall not be unreasonably withheld, delayed or denied; furthermore, Grantee shall comply with the additional construction conditions contained in Exhibit "B," attached hereto and incorporated herein.

f. The installation and construction of any new fences that impact or encroach on the Utility Easement area, after the initial construction of the Utility Facilities, shall be subject to the following additional specific terms, conditions and limitations: (1) no fence posts for any new fences crossing the Utility Easement area perpendicularly shall be installed closer than ten feet (10') on either side of Grantee's Utility Facilities, and (2) any new fences running parallel to the Utility Easement area shall be installed no closer than ten feet (10') from the Grantee's Utility Facilities.

10. Upon receipt of notice as described in Exhibit "B", any new construction, relocation or removal of the Utility Facilities by the Grantee within the Utility Easement area shall be subject to the prior written approval of Grantor, which approval shall not be unreasonably withheld, delayed, or denied. Should Grantor request that Grantee alter, adjust, or modify its Utility Facilities from or within Grantor's lands, and if Grantee, within its sole discretion, agrees to such alteration, adjustment or modification, Grantor hereby agrees to pay all costs associated with, but not limited to alteration, adjustment, relocation or modification, including, but not limited to the cost of acquiring appropriate easements or lands in fee as necessary.

11. This Easement Agreement shall take effect once fully executed by both Parties, upon the date of its recording in the Official Records of Sarasota County, Florida, and upon delivery of an original by Grantor to Grantee (the "**Effective Date**").

12. This Easement Agreement may be fully or partially assigned or transferred to an appropriate regulated utility or governmental agency by Grantee. Grantee's easement rights shall extend to Grantee, its successors, assigns, agents, employees, representatives, licensees, invitees, or such other persons or entities deemed necessary for the full enjoyment of the rights granted herein, in the discretion of the Grantee.

13. This Easement Agreement or any amendment thereof, shall be recorded in the Official Records of Sarasota County, Florida.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Easement Agreement this _____ day of _____, 2025.

WITNESSES

_____

Printed Name: _____

Address: _____

_____

_____

Printed Name: _____

Address: _____

_____

GRANTEE:

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an

Independent special district of the State of Florida

By: _____

Printed Name: _____

As its_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 20___, by _____, as _____ of Peace River Manasota Regional Water Supply Authority, an interlocal governmental entity of the State of Florida, on behalf of the entity. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

(Notary Seal)

_____
Signature of Notary Public

_____
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on _____.

SARASOTA COUNTY, a political subdivision of the State of Florida

By the:
BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: _____

PRINT
NAME: _____
Chair

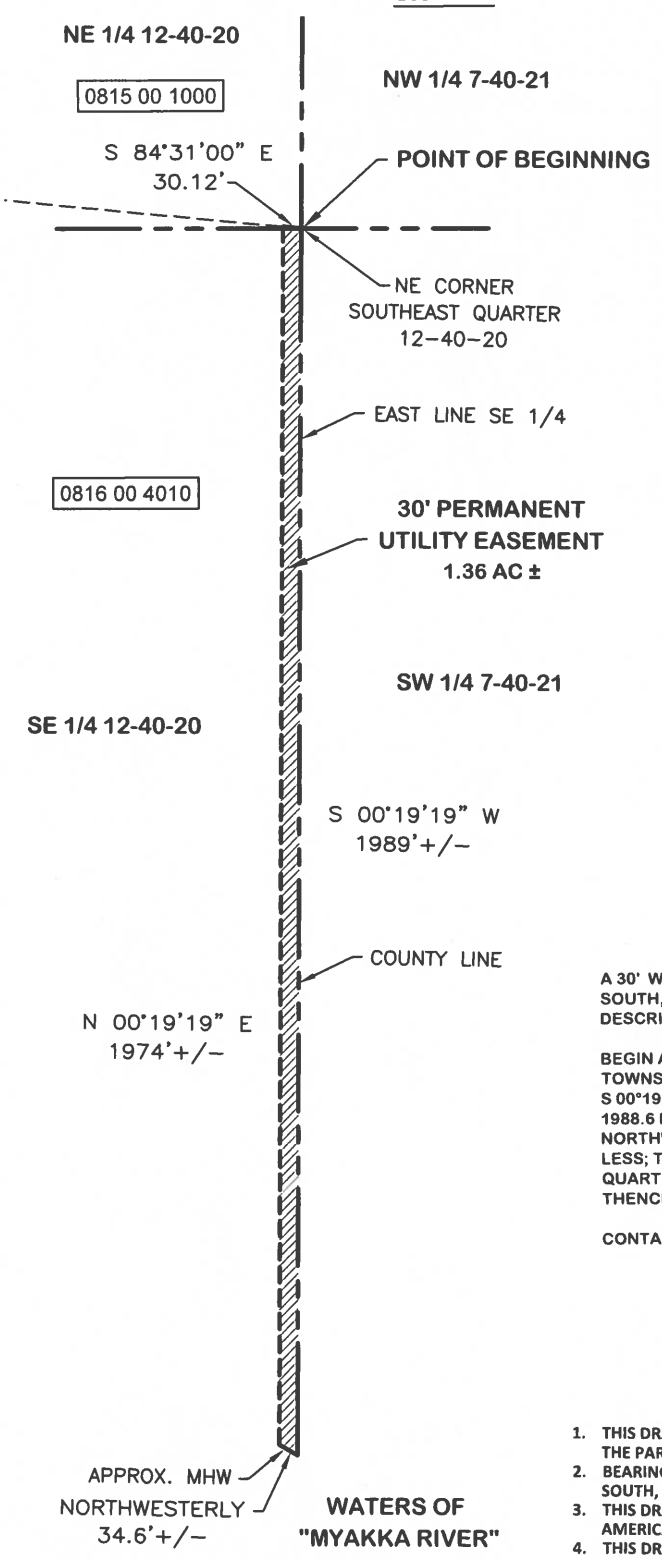
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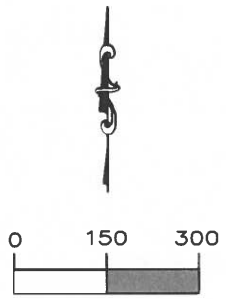
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BY: _____
Deputy Clerk

EXHIBIT A
UTILITY EASEMENT

SKETCH





ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST
MHW	MEAN HIGH WATER

DESCRIPTION

A 30' WIDE PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1988.6 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE NORTHWESTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 34.6 FEET MORE OR LESS; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER AND 30' WESTERLY THEREFROM, A DISTANCE OF 1974 FEET MORE OR LESS; THENCE S 84°31'00" E, A DISTANCE OF 30.12 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 1.36 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS A DESCRIPTION AND SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.
3. THIS DRAWING WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT COMPLETED BY AMERICAN GOVERNMENT SERVICES CORPORATION DATED FEBRUARY 10, 2024.
4. THIS DRAWING MEETS THE MINIMUM STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

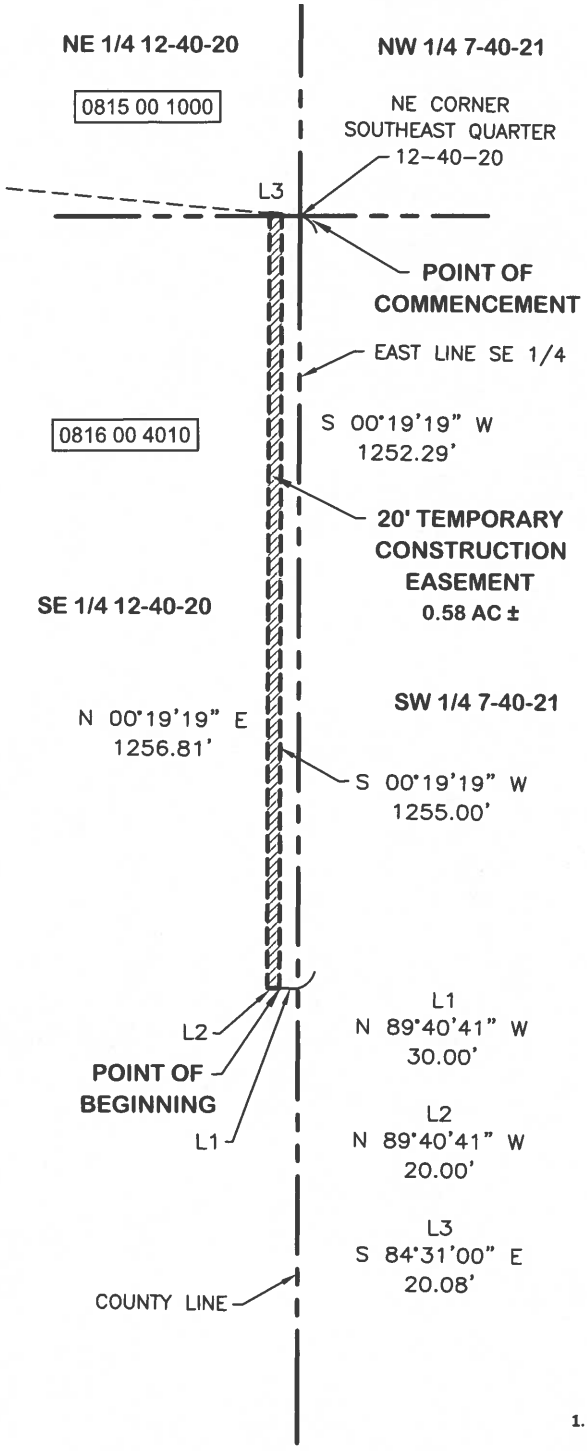
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

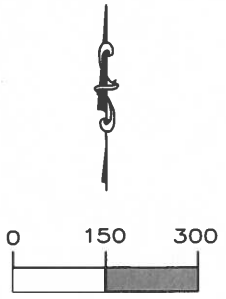
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

30' PERMANENT UTILITY EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

EXHIBIT "A-1"
TEMPORARY CONSTRUCTION EASEMENT

SKETCH





ABBREVIATIONS

AC	ACRES
NE	NORTHEAST
NW	NORTHWEST
SE	SOUTHEAST
SW	SOUTHWEST

DESCRIPTION

A 20' WIDE TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1252.29 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°40'41" W, A DISTANCE OF 20.00 FEET; THENCE N 00°19'19" E, A DISTANCE OF 1256.81 FEET; THENCE S 84°31'00" E, A DISTANCE OF 20.08 FEET; THENCE S 00°19'19" W, A DISTANCE OF 1255.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.58 ACRES MORE OR LESS.

NOTES

1. THIS DRAWING IS A DESCRIPTION AND SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.
3. THIS DRAWING WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT COMPLETED BY AMERICAN GOVERNMENT SERVICES CORPORATION DATED FEBRUARY 10, 2024.
4. THIS DRAWING MEETS THE MINIMUM STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

20' TEMPORARY CONSTRUCTION EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

EXHIBIT "B"

The following construction conditions shall be included within the requirements of the Utility Easement and Temporary Construction Easement.

1. The Grantee shall replace culverts within the Utility Easement area which are disturbed by the Grantee's construction activity with Double-Wall corrugated HDPE (High Density Polyethylene).

2. The firebreak shall be restored as nearly as practicable to its original grade. Separate and replace the top 12 inches of topsoil during construction to restore the grade utilizing existing soil removed from within the construction limits utilized for construction. Reseed with hydric-mesic flatwoods and salt marsh groundcover species as is appropriate for habitat type and approved by Grantor. Reseeding shall be done within the Utility and Temporary Construction Easement areas.

3. Grantee will perform a tree survey of the Utility Easement and Temporary Construction Easement areas and will replace any trees that must be removed during construction and/or that are damaged/impacted by construction and subsequently die within 2 years post project completion which are 10 inches dbh (diameter at breast height) or greater. The replacement shall be in like kind, commercially available in 15-to-30-gallon size, no clones or as approved by Sarasota County Parks, Recreation and Natural Resources Department site manager in writing. Deep-rooted trees may not be replaced within the Utility Easement area.

4. Grantee will likewise replace any trees outside the Utility Easement and Temporary Construction Easement areas which are more than 10 dbh that have been damaged/impacted by construction and subsequently die within 2 years post project completion. The replacement shall be in like kind, commercially available in 15-to-30-gallon size, no clones or as approved by Sarasota County Parks, Recreation and Natural Resources Department site manager in writing.

5. A representative of the Grantor shall be invited to all preconstruction and progress meetings.

6. Grantee shall use Best Management Practices to delineate the project site boundaries and assist Grantor with respect to the management of vehicular and pedestrian traffic in and around the Utility Easement and Temporary Construction Easement areas.

7. The Grantee shall provide appropriate signage and markers alerting the public, the Grantor, and its invitees to the work areas and restrictions regarding access.

8. Grantee shall construct temporary fencing and gates prior to the removal of any existing fences and gates and shall replace any removed existing fences and gates upon the completion of the project to their original location and with the same materials in like kind as existed immediately prior to the execution of this Easement Agreement and ensure Grantor has continuous access to all said gates.

9. Grantee shall resurface the concrete driveway apron, regrade driveway adding # 57 rock where needed, and add concrete ADA parking space according to all applicable codes and ADA standards. If damaged as a result of the activity of the Grantee the driveway apron, driveway, parking area, and ADA parking shall be repaired to its previous condition prior to excavation.

10. Grantee shall follow Sarasota County Code of Ordinances to ensure tree protection within the Utility Easement and Temporary Construction Easement areas is provided.

11. Grantee shall reduce impacts to the Grantor's property by performing as much of the temporary construction work as possible on adjacent property.

12. After completion of the initial construction of the Utility Facilities, Grantee shall provide the Grantor with seven (7) days minimum written notice of commencement of construction activities and maintenance thereafter.

13. Grantee shall replace the two gates located at opposite ends of the parking area that run perpendicular to the Utility Easement and associated fencing if damaged by the Grantee or their designees throughout the life of the Easements.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 7

Phase 2B Regional Interconnect Purchase of Pipeline Easements

---

Recommended Action -

Motion to approve the payment into the court registry for Permanent Pipeline Easement Number 610 and Temporary Construction Easement Number 510 (Easements) for the Phase 2B Regional Interconnect and Authorization for the Chairman and Executive Director to execute the NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENTS and TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS, and other documents and payment of transaction fees necessary to close on the Easements.

The Regional Integrated Loop Phase 2B Pipeline Project includes approximately 13 miles of 42-inch diameter pipeline. The pipeline route is located along the border of Sarasota and Charlotte County, extending from Serris Boulevard, generally west along Hillsborough and Chancellor Boulevards and south mostly in Charlotte County crossing the Myakka River, and then extending to Charlotte County's Gulf Cove Booster Station.

Board authorization is requested for the payment into the court deposit registry for the quick take process to acquire a permanent easement number 610 and a temporary construction easement number 510 for the Phase 2B pipeline project. The estimated cost is based on the appraised value of the Easements and is subject to court action to determine the final cost. Board authorization is also requested for the Chairman and Executive Director to execute the documents and pay closing costs necessary to complete the acquisition of the Easements should the cost remain unchanged.

Permanent Easement #	Perm. Easement Area (Ac)	Temporary Easement #	Temp. Easement Area (Ac)	Total Registry Deposit
610	3.04	510	1.60	$117,430

Budget Action – No action is required.

Attachments:
Tab A Permanent Pipeline Easement # 610
Tab B Temporary Construction Easement # 510

TAB A
Permanent Pipeline Easement # 610

Easement
610

DESCRIPTION

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 485.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°20'55" E ALONG SAID WEST LINE, A DISTANCE OF 2929 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE EASTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 30.00 FEET MORE OR LESS; THENCE S 00°20'55" W, PARALLEL WITH AND 30' EASTERLY THEREFROM THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 712 FEET MORE OR LESS; THENCE S 89°41'18" E A DISTANCE OF 20.00 FEET; THENCE S 00°20'55" W, PARALLEL WITH AND 50' EASTERLY THEREFROM THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2217.52 FEET; THENCE N 89°15'38" W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 3.04 ACRES MORE OR LESS.

REVISION: OCTOBER 21, 2024
REVISION: AUGUST 29, 2024

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST BEING N 00°20'55" E.
3. A COMMITMENT FOR TITLE INSURANCE (FILE NO. 33222 DATED 7/30/24) WAS FURNISHED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

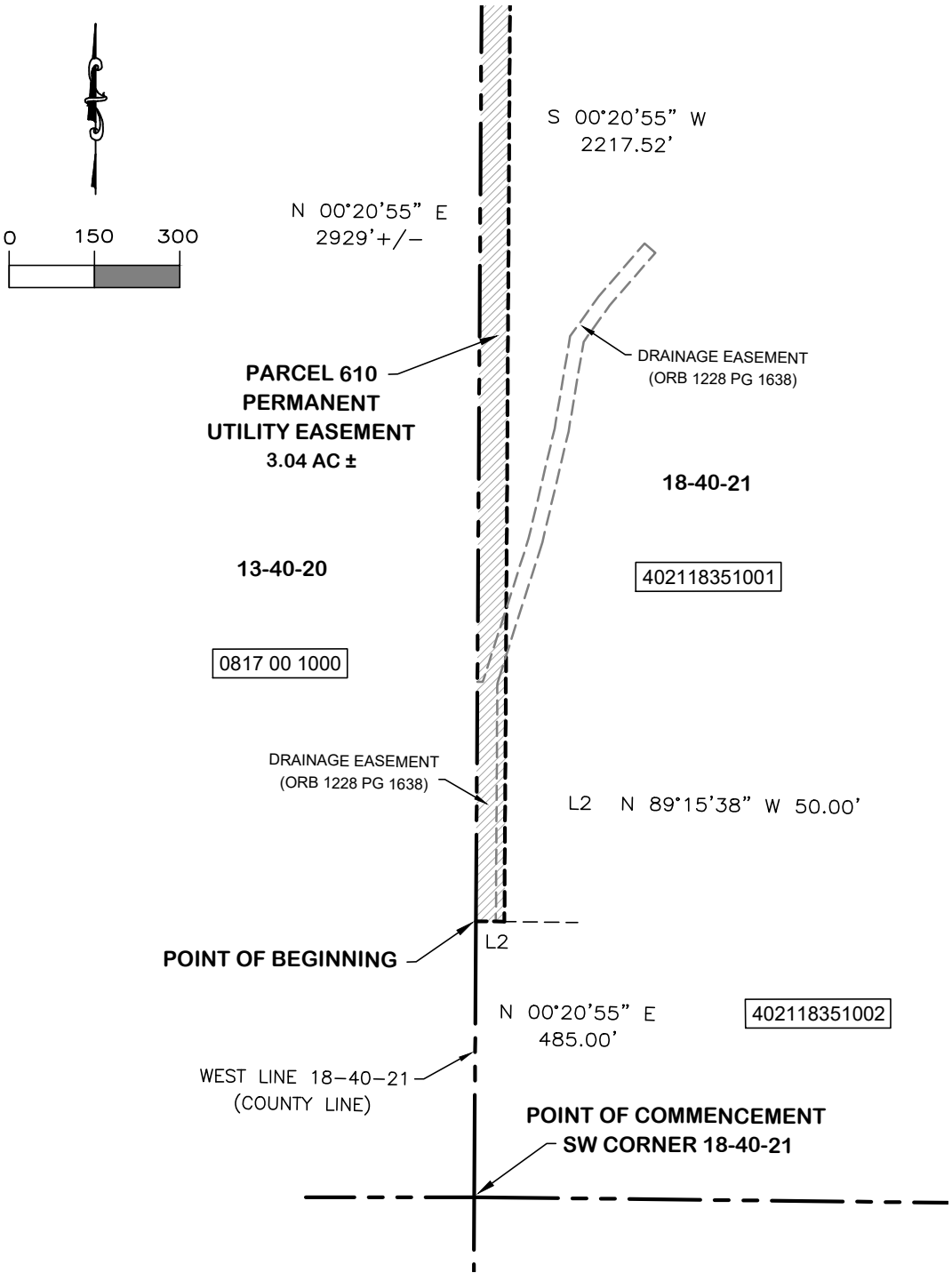
PARCEL 610 - PERMANENT UTILITY EASEMENT

SECTION 18 TOWNSHIP 40 S RANGE 21 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE N/A	22-2795

Easement
610

SKETCH

SEE PAGE 3 BOTTOM FOR CONTINUATION



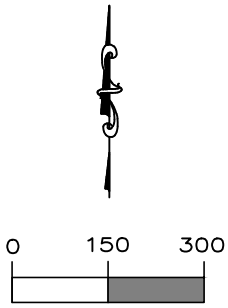
ABBREVIATIONS

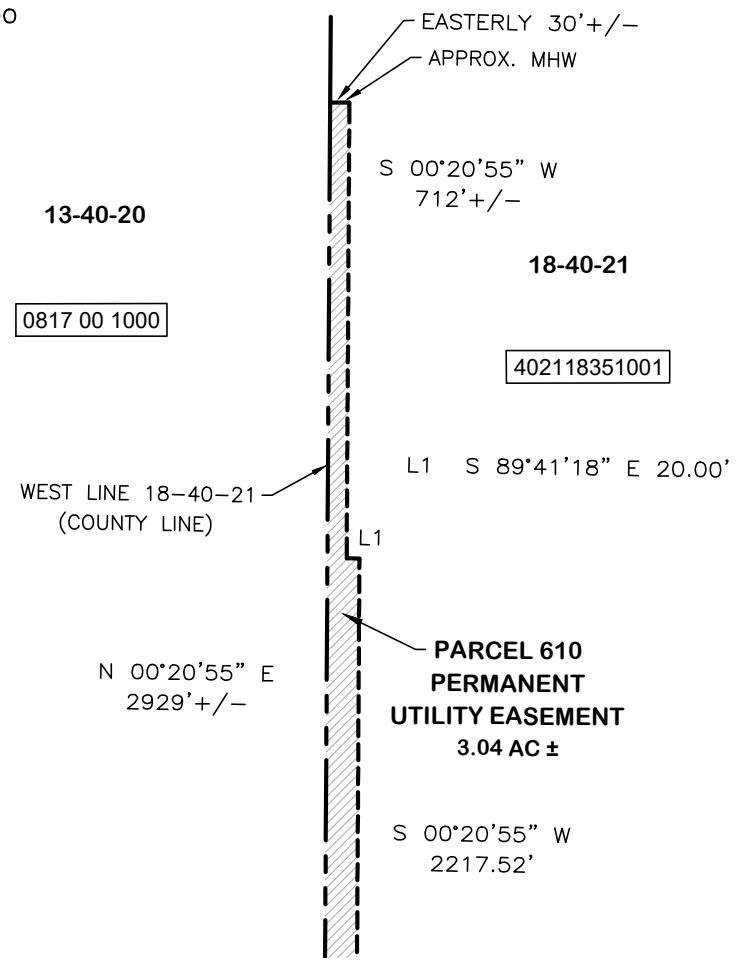
AC	ACRES
SW	SOUTHWEST
MHW	MEAN HIGH WATER

PARCEL 610 - PERMANENT UTILITY EASEMENT			
SECTION 18 TOWNSHIP 40 S RANGE 21 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

Easement
610

SKETCH





SEE PAGE 2 TOP FOR CONTINUATION

ABBREVIATIONS

AC	ACRES
SW	SOUTHWEST
MHW	MEAN HIGH WATER

PARCEL 610 - PERMANENT UTILITY EASEMENT			
SECTION 18 TOWNSHIP 40 S RANGE 21 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE OCTOBER 2023	SCALE 1" = 300'	22-2795

TAB B
Temporary Construction Easement # 510

Easement
510

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT LYING WITHIN SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST; THENCE N 00°20'55" E ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 485.00 FEET; THENCE S 89°15'38" E DEPARTING SAID WEST LINE, A DISTANCE OF 50.00 FEET TO A POINT OF BEGINNING; THENCE N 00°20'55" E, A DISTANCE OF 2217.38 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE S 89°41'18" E, A DISTANCE OF 25.00 FEET; THENCE S 00°20'55" W, A DISTANCE OF 2217.71 FEET; THENCE N 89°15'38" W, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING; THENCE RETURNING TO AFORESAID POINT "A" AND RUN N 89°41'18" W, A DISTANCE OF 20.00 FEET; THENCE N 00°20'55" E, A DISTANCE OF 712 FEET MORE OR LESS TO THE MEAN HIGH WATER OF THE "MYAKKA RIVER"; THENCE EASTERLY ALONG SAID MEAN HIGH WATER, A DISTANCE OF 20 FEET MORE OR LESS; THENCE S 00°20'55" W, A DISTANCE OF 712 FEET MORE OR LESS TO AFORESAID POINT "A".

CONTAINING A DESCRIBED AREA OF 1.60 ACRES MORE OR LESS.

REVISION: OCTOBER 21, 2024
REVISION: AUGUST 29, 2024

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE OF A PROFESSIONAL SURVEYOR AND MAPPER.

NOTES

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 40 SOUTH, RANGE 21 EAST BEING N 00°20'55" E.
3. A COMMITMENT FOR TITLE INSURANCE (FILE NO. 33222 DATED 7/30/24) WAS FURNISHED BY AMERICAN GOVERNMENT SERVICES CORPORATION.

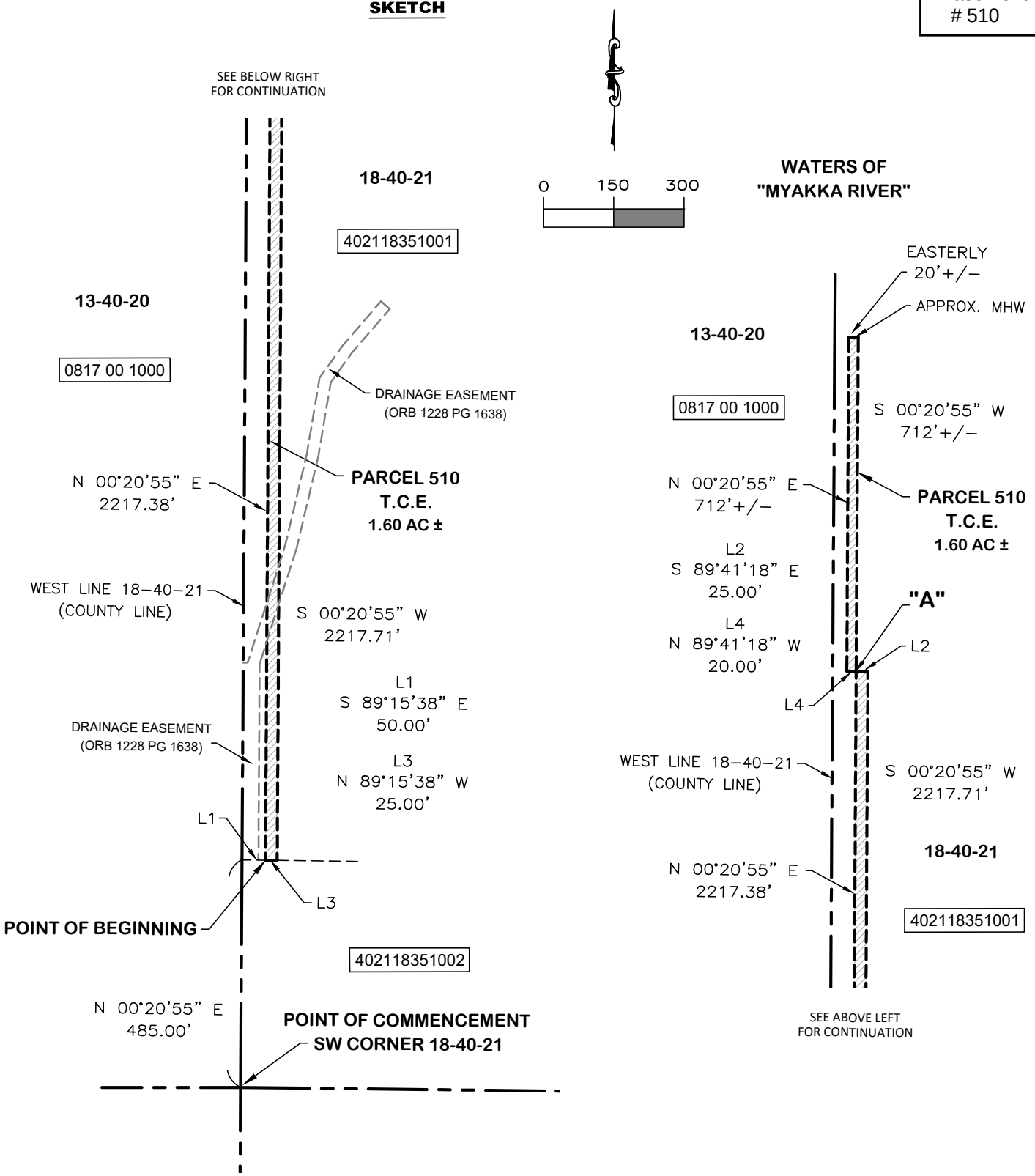
RUSSELL P. HYATT, PSM 5303
HYATT SURVEY SERVICES, INC.
2012 LENA ROAD BRADENTON, FL 34211

PARCEL 510 - TEMPORARY CONSTRUCTION EASEMENT

SECTION 18 TOWNSHIP 40 S RANGE 21 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE APRIL 2024	SCALE N/A	22-2795

Easement
510

SKETCH



ABBREVIATIONS

T.C.E.	TEMPORARY CONSTRUCTION EASEMENT
AC	ACRES
SW	SOUTHWEST
MHW	MEAN HIGH WATER
ORB	OFFICIAL RECORDS BOOK
PG	PAGE

PARCEL 510 - TEMPORARY CONSTRUCTION EASEMENT			
SECTION 18 TOWNSHIP 40 S RANGE 21 E	CHARLOTTE COUNTY, FLORIDA		DRAWN: JM
	DATE APRIL 2024	SCALE 1" = 300'	22-2795

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 8

PRF Traffic Circulation Improvement Project – Part 1

Recommended Action - **Motion** to approve and authorize the Executive Director to execute a work order for the construction of the PRF Traffic Circulation Improvement Project – Part 1 with Woodruff & Sons, Inc. under their Continuing Services Contract with an amount not-to-exceed $1,773,414.19.

The current single entrance and mechanical gate system from County Road 769 (CR 769) to the Peace River Facility (PRF) was evaluated regarding traffic needs and uses, existing traffic patterns, and associated traffic safety. The recommendation was to construct a second entrance into the PRF to improve traffic circulation and safety, to construct turn lane and roadway modifications on CR 769 and construct a new entrance to the Reservoir side of CR 769 that will be in direct alignment with the new PRF entrance.

The PRF Traffic Circulation Improvement Project – Part 1 includes the recommended County Road 769 turn lane and roadway improvements, and development of the new PRF entrance up to the point of the Right-of Way line in front of the PRF and will serve as the construction entrance for the upcoming plant expansion construction. The project will also include the construction of the entrance and gravel roadway on the Reservoir side CR 769. The future phase of the traffic project will commence following the PRF Expansion Project to avoid damage to the new roads during construction and will include construction of the interior roadways, make modifications to the gate entry systems and security fencing, and provide barrier protection to the large diameter above ground transmission piping.

Staff requested proposals for the PRF Traffic Circulation Project from three (3) firms within our continuing services list and recommend the award to Woodruff & Sons Inc. The proposal is in the amount of $1,773,414.19, which includes $100,000 Owner's Allowance available through written authorization by the Executive Director in the event of out-of-scope work. The work order will be conducted under the Agreement for As-Needed Sitework-Earthwork Construction Services between Peace River Manasota Regional Water Supply Authority and Woodruff & Sons, Inc. dated December 1, 2021.

Budget Action: None. Funds allocated in R&R.

Attachments:
PRF Traffic Circulation Improvements-Part 1 - Woodruff Proposals

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	Peace River Manasota Regional Water Supply Authority	**Contact:**	Chris Rogers
Address:	9415 Town Center Parkway	**Phone:**	(941) 316-1776
	Lakewood Ranch, FL 34202	**Fax:**	
Project Name:	Peace River Kings Highway Widening	**Bid Number:**	P25-036 R1
Project Location:	Arcadia, FL	**Bid Date:**	7/15/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$55,014.14	$55,014.14
2	Survey & Layout	1.00	LS	$55,626.57	$55,626.57
3	Furnish & Install Silt Fence	150.00	LF	$7.99	$1,198.50
4	Clear & Strip Site	1.50	ACRE	$15,331.06	$22,996.59
5	MOT	1.00	LS	$52,044.74	$52,044.74
6	Demo Existing Driveway & MES	1.00	LS	$4,842.21	$4,842.21
7	Furnish & Install 24" RCP	124.00	LF	$200.42	$24,852.08
8	Furnish & Install 24" MES	3.00	EACH	$4,072.23	$12,216.69
9	Embankment	1,000.00	CY	$85.81	$85,810.00
10	Furnish & Install 6" Base In Lieu Of Stabilizer	3,400.00	SY	$68.38	$232,492.00
11	Overbuild Kings Highway	120.00	TON	$494.00	$59,280.00
12	Furnish & Install 8" Base	3,250.00	SY	$53.94	$175,305.00
13	Furnish & Install 1.5" Asphalt	550.00	TON	$273.13	$150,221.50
14	Mill Existing Asphalt	3,750.00	SY	$8.38	$31,425.00
15	Furnish & Install 1" SP9.5 Asphalt	400.00	TON	$280.57	$112,228.00
16	Temp Paint & Thermo	1.00	LS	$30,603.97	$30,603.97
17	Final Grade & Site Cleanup	1.00	LS	$23,938.54	$23,938.54
18	Furnish & Install Sod	8,000.00	SY	$6.75	$54,000.00
19	Contingency (10%)	1.00	LS	$120,000.00	$120,000.00
20	Off Duty Officers (Contingency)	1.00	LS	$25,000.00	$25,000.00

Total Bid Price: $1,329,095.53

Notes:

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.
- This quotation excludes: rock removal, dewatering, permits and unsuitable soil.
- Geotechnical testing Excluded.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	Peace River Manasota Regional Water Supply Authority	**Contact:**	Chris Rogers
Address:	9415 Town Center Parkway	**Phone:**	(941) 316-1776
	Lakewood Ranch, FL 34202	**Fax:**	
Project Name:	Peace River Treatment Facility - North Entrance	**Bid Number:**	P25-033 R2
Project Location:	Arcadia, FL	**Bid Date:**	7/15/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization	1.00	LS	$20,335.43	$20,335.43
2	Survey & Layout	1.00	LS	$23,206.36	$23,206.36
3	MOT	1.00	LS	$5,018.94	$5,018.94
4	Furnish & Install Soil Tracking Device	1.00	LS	$3,944.71	$3,944.71
5	Furnish & Install Silt Fence	2,000.00	LF	$4.90	$9,800.00
6	Clear & Grub Site	1.30	ACRE	$13,827.17	$17,975.32
7	Furnish & Install 19" X 30" ERCP	65.00	LF	$270.20	$17,563.00
8	Furnish & Install 19"x30" MES	2.00	EACH	$3,746.19	$7,492.38
9	Furnish And Install 24" Pipe	12.00	LF	$547.20	$6,566.40
10	Furnish & Install Storm Boxes	2.00	EACH	$12,415.61	$24,831.22
11	Demo / Adjustment Of Existing Infrastructure (Allowance)	1.00	LS	$20,075.75	$20,075.75
12	Construct Swale On North Side Of Access Road	750.00	LF	$15.49	$11,617.50
13	Construct Swale / Retention Area	1,410.00	SY	$15.31	$21,587.10
14	Furnish & Install 6" Base	2,300.00	SY	$19.06	$43,838.00
15	Furish & Install 6" 57 Stone	2,300.00	SY	$23.68	$54,464.00
16	Final Grade & Site Cleanup	1.00	LS	$5,709.35	$5,709.35
17	Furnish & Install Sod	2,800.00	SY	$6.49	$18,172.00
18	Contingency 10%	1.00	LS	$32,121.20	$32,121.20

Total Bid Price: $344,318.66

Notes:

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- The Demo / Adjustment of existing structures are intended to be allowances.
- Any item not specifically listed in this proposal is not included.
- This quotation excludes: rock removal, dewatering, unsuitable soil, permits & geotechnical testing
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Woodruff & Sons, Inc. will not be responsible for identifying or handling any hazardous or contaminated material that may be encountered.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 06, 2025

CONSENT AGENDA
ITEM 9

Continuing Services Agreement for Professional Services

Recommended Action -

Motion to approve recommended list of firms and authorize Executive Director to execute Continuing Services Agreement for Professional Services with each respective category and firm contingent on review by Authority General Counsel.

The Authority's existing General Professional Services contracts include four categories, Engineering, Surveying, Environmental, and Hydrologic/Hydrogeologic that will expire in September 2025. Statements of Qualifications (SOQ's) were requested in accordance with the Authority's Procurement Policy and forty-three (43) SOQ's were received by the deadline June 10, 2025. All SOQ's were reviewed and ranked by the Professional Services Evaluation Committee (PSEC) at a public meeting on June 27, 2025. Services performed under these contracts typically include studies and evaluations, engineering design, treatment process analytical, distribution system analytical, and construction inspection work associated with renewal and replacement projects, repair and maintenance projects and regulatory compliance efforts.

The recommendation of the PSEC initially included approving the following number of firms to the Executive Director:

Engineering Services –	**15 firms**
Surveying Services –	**7 firms**
Hydrologic/Hydrogeologic –	**6 firms**
Environmental Services –	**9 firms**

In consideration of current industry workloads and market conditions it was determined that additional firms are warranted in the Engineering Services category to meet the Authority's future needs for As Needed Engineering Services. As such, the recommended number of firms is increased from 15 to 20 by the Executive Director as provided in the Authority's Procurement Policy.

Staff recommends the Authority Board of Directors approve the recommended lists of firms below for award of contracts for 'Continuing Services Agreement for Professional Services' and authorize the Executive Director to execute Agreement for General Professional Services with each respective firm contingent on review of contract required documents by Authority General Counsel. Proposed contracts have a five-year initial term with up to three additional one-year extensions. Proposed spending limits are the same as on the previous contracts at up to $100,000 per Work Order with approval of the Executive Director and up to the current Consultants' Competitive Negotiation Act (CCNA) limit if approved by the Board. Supporting information is attached.

Budget Action: No action needed.

Attachments:
Tab A Supporting Documentation and Professional Services Contract

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 06, 2025

General Professional Engineering Services			
Firms (listed alphabetically)	Location	Firms (continued)	Location
AECOM Technical Services, Inc	Fort Myers, FL	Jacobs Engineering Group Inc.	Sarasota, FL
Arcadis U.S., Inc.	Tampa, FL	Johnson Engineering, LLC	Port Charlotte, FL
Ardurra Group, Inc.	Sarasota, FL	Kimley-Horn and Associates, Inc.	Sarasota, FL
Black & Veatch	Tampa, FL	McKim & Creed, Inc.	Sarasota, FL
Carollo Engineers, Inc.	Sarasota, FL	Mead & Hunt, Inc.	Tampa, FL
CDM Smith, Inc.	Sarasota, FL	Plummer Associates, Inc.	Tampa, FL
CHA Consulting, Inc.	Tampa, FL	Stantec Consulting Services Inc.	Sarasota, FL
Freese & Nichols, Inc.	Tampa, FL	Underwater Engineering Services, Inc. (UESI)	Fort Pierce, FL
Hazen and Sawyer	Sarasota, FL	Veith Engineering & Business Solutions, LLC	Sarasota, FL
HDR Engineering, Inc.	Sarasota, FL	Wade Trim, Inc.	Tampa, FL

General Professional Surveying Services	
Firms (listed alphabetically)	Location
Ardurra Group, Inc.	Sarasota, FL
Hyatt Survey Services, Inc.	Bradenton, FL
Johnson Engineering, LLC	Port Charlotte, FL
McKim & Creed, Inc.	Sarasota, FL
Stantec Consulting Services Inc.	Sarasota, FL
SurvTech Solutions, Inc.	Tampa, FL
V&A Consulting Engineers, Inc. (V&A)	Lakewood Ranch, FL

General Professional Hydrologic / Hydrogeologic Services	
Firms (listed alphabetically)	Location
ASRUS, LLC	Tampa, FL
Black & Veatch	Tampa, FL
Jacobs Engineering Group Inc.	Sarasota, FL
Kimley-Horn and Associates, Inc.	Sarasota, FL
RESPEC Company, LLC	Sarasota, FL
Stantec Consulting Services Inc.	Sarasota, FL

General Professional Environmental Services	
Firms (listed alphabetically)	Location
Ardurra Group, Inc.	Sarasota, FL
Black & Veatch	Tampa, FL
Earth Resources, Inc.	Tampa, FL
Environmental Science Associates	Tampa, FL
GreenSource Environmental Professionals, Inc.	Tampa, FL
Johnson Engineering, LLC	Port Charlotte, FL
Kimley-Horn and Associates, Inc.	Sarasota, FL
Quest Ecology, Inc.	Wimauma, FL
Stantec Consulting Services Inc.	Sarasota, FL

TAB A
Supporting Documentation and Professional Services Contract

Peace River Manasota
Regional Water Supply Authority

Request for Qualifications
for Continuing Contracts for
Four Professional Services Categories for:

- **Engineering**
- **Surveying**
- **Hydrologic/Hydrogeologic**
- **Environmental**

May 7, 2025

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Section 1 Overview

1.1 Project Description

The Peace River Manasota Regional Water Supply Authority ("Authority") is requesting statements of qualifications from firms to provide professional services for various projects as needed under a continuing contract as defined in section 287.055(2), Florida Statutes. The types of professional services sought include:

A. Engineering: Services may include, but not be limited to: planning, feasibility studies, facility, treatment and conveyance design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations. Work will be assigned on a project specific basis.

B. Surveying: Services may include, but not be limited to: surveying for ongoing monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

C. Hydrologic/Hydrogeologic: Services may include, but not be limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations. Work will be assigned on a project specific basis.

D. Environmental: Services may include, but not be limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

Although section 287.055, Florida Statutes applies only to the disciplines of architecture, professional engineering, landscape architecture, and surveying and mapping, this solicitation will follow the process outlined in that statute to qualify firms for all of the disciplines listed above.

Respondents should be appropriately licensed and be able to self-perform services related to the professional service(s) they are submitting on.

1.2 Authority Background

The Authority is a regional water supplier that provides wholesale drinking water in Charlotte, DeSoto, Manatee and Sarasota Counties. 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 currently owns and operates the Peace River Facility, 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.

1.3 Solicitation Documents

This Request for Qualifications ("RFQ") includes all attachments listed below. A copy of this RFQ may be obtained at no charge by visiting the Authority's website (www.regionalwater.org) or by contacting Rachel Kersten at peaceriver@regionalwater.org or by calling (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute this solicitation. Visit the DemandStar website (www.demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. In this document, the terms "RFQ" and "solicitation" have the same meaning.

The Authority has no responsibility for the accuracy, completeness, or sufficiency of any information obtained from any source other than as listed above. Persons who obtain information from any source other than as listed above may receive incomplete or inaccurate information and may not receive addenda or other revisions that may be issued.

The following attachments are included in this solicitation:

Attachment 1 – Signature and Addenda Acknowledgement Form

Attachment 2 – Reference Form

Attachment 3 – Project Manager/Key Personnel Form

Attachment 4 – Public Entity Crimes Statement

Attachment 5 – E-Verify Affidavit

Attachment 6 – Human Trafficking Affidavit

Attachment 7 - Contract for Professional Services including Insurance Requirements

1.4 Questions and Communications

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at procurement@regionalwater.org using **"Question re: RFQ for Professional Services Categories"** as the subject line. Questions must be submitted on or before the deadline listed in the Procurement Schedule below. The Authority will not answer questions submitted in any other manner or after the deadline.

Respondents or individuals acting on their behalf may not contact any Authority employee or board member concerning any aspect of this solicitation, except in writing as provided in this solicitation. Violation of this provision may be grounds for rejecting a response.

1.5 Deadlines

Deadlines for submitting questions and for submitting a response are provided in the Procurement Schedule below.

If respondent has questions concerning this solicitation or desires to propose a change to the contract included in this solicitation, respondent must identify its request by submitting a question by email as instructed above in Section 1.4. The Authority may not consider proposed changes to the contract after the question submittal deadline and will only make changes to the contract if it determines that it is in the best interest of the Authority.

1.6 Addenda

The Authority will post answers to questions and any revisions to this solicitation as written addenda on the Authority's web site at www.regionalwater.org. The Authority may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only responses set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation unless set forth in an addendum that expressly modifies or supplements it. Respondents must review the Authority's website to ensure they are aware of the latest addenda, any changes to the schedule, or other developments.

1.7 Procurement Schedule

The following is the schedule for this solicitation. The Authority may modify the scheduled dates if it determines that it is in the best interest of the Authority and will provide any changes by posting an addendum.

Procurement Schedule

Event	Date and Time
Post solicitation on websites	May 7, 2025
Deadline to submit questions	May 20, 2025 at 5:00 PM EST
Deadline to submit responses	June 10, 2025 at 10:00 AM EST
Evaluation committee meeting	June 27, 2025 at 10:00 AM EST
Board consideration of committee recommendation	August 6, 2025

1.8 Pre-Submittal Meeting

No pre-submittal meeting will be held.

Section 2 Submittal Process

Respondents must provide a single electronic file of its response in searchable PDF format by email to procurement@regionalwater.org. All responses must be delivered on or before the deadline provided in this solicitation and must state **"Response to RFQ for Professional Services Categories"** as the subject line of the email. The Authority will not accept responses delivered in any manner other than as prescribed in this solicitation, including links to download submittals. If the response is delivered after the established deadline or is not submitted in the designated manner, the Authority may reject it as non-responsive.

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 that the Authority received its submission.

Responses must include the contents provided in Section 4 of this solicitation. The response must be no more than 20 one-sided pages for all requested information required in Sections 4.2-4.4 (no page limit for Section 4.1), excluding the appendices, front and back covers, and section dividers. All pages must be 8½ x 11 inches in size, with margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 11-point font size for text. The document must be formatted to allow double-sided printing by the Authority.

As provided in section 119.071, Florida Statutes, responses are exempt from public records disclosure until the Authority provides notice of a decision or intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. The Authority will not pay for any expenses a respondent incurs in preparing a response to this solicitation.

Section 3 Contract for Professional Services including Insurance Requirements

No services will be performed between a respondent and the Authority until a contract is executed by both parties. The Authority will use the contract and exhibits provided in **Attachment 7** to this solicitation as the agreement between the parties and will execute separate work orders that define the scope of services and specific project requirements once it identifies a particular project to be undertaken.

By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in the agreement provided in **Attachment 7** including the minimum insurance requirements contained in it. The Authority will consider and may accept or reject requested changes to **Attachment 7** only if they are submitted according to the directions in Section 1 of this solicitation. The Authority will not change the terms or conditions of the contract unless it is in the Authority's best interest to do so.

Section 4 Response Contents

All responses must include the information listed below. It is the respondent's responsibility to present all relevant qualifications in its response to demonstrate that it has the personnel, experience, expertise, and qualifications to provide the services described in this document. Respondents must not provide costs or billing rates with their response. Fees and billing rates will be negotiated after a respondent is selected as provided in Subsections 287.055(4) and (5), Florida Statutes.

The response must include the following information in the order listed below:

Part 1 – Firm Profile, Responsibility and Minimum Requirements
Part 2 – Project Team
Part 3 – Experience
Part 4 – Management Approach

Respondents who wish to submit a response for more than one professional services category should submit one copy of Parts 1 followed by separate sections containing its responses for Parts 2 – 4 for each professional service category. For example, if respondent is submitting a response for 2 categories, it would provide its response in the following order.

Part 1 – Firm Profile, Responsibility and Minimum Requirements
Engineering
Part 2 – Project Team
Part 3 – Experience
Part 4 – Management Approach
Surveying
Part 2 – Project Team
Part 3 – Experience
Part 4 – Management Approach

4.1 Part 1 – Firm Profile, Responsibility and Minimum Requirements

Any response that fails to meet all the following requirements may be determined as "non-responsive."

1. Respondent must provide a properly executed Signature and Addenda Acknowledgement Form provided as **Attachment 1**.
2. Respondent must provide documentation that shows that the firm and its subcontractors are authorized to do business in the State of **Florida** and provide firm licenses for each professional service category, as appropriate.
3. Provide a complete description of the firm. (The term "firm" can refer to either a single entity or a joint venture.) Project Team should not include sub-contractors or sub-consultants; however, this does not exclude their use on work orders under the contract. The respondent profile must include the following information:

General

Provide general information about the respondent, such as lines of business and service offerings, locations of home and other offices, number of employees (professional and non-professional), years in business, and evidence of required licenses.

Legal structure

Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity and provide proof of registration and authority to do business in Florida.

Project office location

Identify where the respondent intends to maintain its project office(s) and where the majority of the work will be performed.

Disclosures

Disclosure of whether Consultant or sub-consultant(s) 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.

The response must provide the following additional information pertaining to factors or events that have the potential to adversely impact the respondent's ability to perform its contractual commitments.

Material adverse changes in financial position. Are there 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.

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 for related professional services, 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 any federal, state, or local government? If so, describe the circumstances.

If any of the above questions are answered in the affirmative, respondent must: (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. 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 respondent, before executing the Agreement).

4.2 Part 2 – The Project Team & Key Personnel

Narrative

Identify the project team and key personnel who would provide services under a continuing professional services contract and describe their specific responsibilities throughout a project. Describe how the project team and key personnel's qualifications and experience will benefit the Authority.

Resumes and licenses

4. Respondent must provide copies of all required **licenses** specified for key personnel that will be providing the services for which it seeks to be qualified for.
5. Respondent must provide resumes showing the minimum experience required for each of its Key Personnel. Each resume must be limited to 1 pages and must include:
    - Professional qualifications

- Professional license or registration (as applicable)
- Experience as it relates to a Typical Project as described in Section 1.1
- Employer and Primary Office Location

4.3 Part 3 – Experience and Reference Projects

Respondent must provide 3 project references to which it has provided services in the past for projects similar in scope to those in this solicitation using the Reference Form provided as **Attachment 2**.

Provide a narrative summarizing the performance history and experience of the Project Team on similar projects.

Complete the Project Manager/Key Personnel indicating name, job classification, area of expertise, employer and office location as provided in **Attachment 3**.

4.4 Part 4 – Management Approach

Describe the respondent's approach to managing and performing the professional services. Please use a Reference Project provided in Part 3 as a specific example.

Provide information that describes the team's project/task order delivery management specific to the referenced project.

Discuss your approach to completing project/task orders in a timely manner, highlighting anticipated critical path activities. Identify opportunities to optimize project schedule with appropriate phasing and related methods.

Describe your approach to cost estimating to provide early cost certainty and support design-to-budget goals. Discuss your risk management process and approach to contingency development.

As applicable to your professional services category, describe your approach to maintaining facility operations and coordinating with staff and management during design, construction, performance of investigations, commissioning, training, acceptance testing, and project closeout.

Section 5 Evaluation and Selection Process

5.1 Evaluation Process

The maximum score for this solicitation is 100. The following criteria generally aligns with the contents in Section 4 although there may be some overlap.

Criteria	Maximum Points	Response Contents section containing most information
Firm Profile, Responsibility & Minimum Requirements	Pass/Fail	Part 1
Project Team	40	Part 2
Experience and Reference Projects	40	Part 3
Management Approach	20	Part 4
TOTAL	100	

5.2 Selection Process

Committee member scoring based on written responses. Each member of the committee will individually review and score the responsive and responsible responses according to the criteria contained in this solicitation.

Evaluation Committee Meeting. The committee will hold a public meeting to discuss the submittals and provide their evaluation. Following the discussion, committee members will provide their scores for each submittal, which will be averaged for a final score per respondent and per professional service, and recommend a number of firms to per category for the as-needed library to the Executive Director for approval. Final approval is at the discretion of the Authority's Board of Directors.

Section 6 Conditions for Respondents

6.1 Rights of the Authority

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the Authority reserves to itself, in its sole discretion, all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses received.
- Permit corrections to data submitted with any response.
- Hold meetings and interviews, and conduct discussions and correspondence, with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the

understanding and evaluation of the responses.

- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the Authority.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

6.2 Obligation to Keep Key Personnel Intact

The Authority expects all proposed Key Personnel to be available to provide services for this Project. All Key Personnel identified in the response are expected to remain on the project team for the duration of the Agreement. Changes to Key Personnel during the procurement process may result in elimination of the respondent from further consideration.

6.3 Notice of Decision and Protest Process

The Authority will post a notice of its intended decision on the Authority's website at www.regionalwater.org. By submitting a response to this solicitation, respondents agree to the requirements and process for filing a protest set forth in the Authority's Procurement Policy which may be found on the Authority's website.

The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to 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 requirement by law within the time allowed for filing a bond will constitute a waiver of proceedings.

6.4 Florida Statutory Requirements

A. 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.

B. 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. **In accordance with section 3.2.5 of the Authority's Procurement Policy, respondent shall provide an executed Public**

Entity Crimes Statement as part of its response to this solicitation.

C. 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. **In accordance with section 3.2.8 of the Authority's Procurement Policy, if respondent is selected, it must submit an executed E-Verify Affidavit as part of its response to this solicitation.**

D. Affidavit concerning Human Trafficking**.** By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes and if selected, **respondent will submit an affidavit attesting to its compliance as part of its response to this solicitation.**

E. 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.

F. 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 AT PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202; OR BY TELEPHONE AT (941) 316-1776.**

Attachment 1 – Signature and Addenda Acknowledgement

Business Name and Responsible Individuals

The following named respondent agrees to all terms and conditions in this solicitation and the contract for professional services included in it. The person whose signature appears below is authorized to bind the respondent.

Business Name _____	
_____ legal form of the business (e.g., partnership, corporation, joint venture)	_____ state & date of incorporation
_____ Name and title of individual authorized to bind respondent	_____ Name and title of individual to contact concerning this response
_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Telephone	_____ Telephone
_____ Email	_____ Email

Respondent submits qualifications for the following categories (check all that apply):

_____ Engineering _____ Surveying

_____ Hydrologic/Hydrogeologic _____ Environmental

Addendum Acknowledgement

Respondent has received and this response incorporates the following addenda:

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

_____

Authorized Signature Date

_____

print or type name and title as signed above

Attachment 2 – Reference Form

Respondent must complete this form for each reference project:

Reference Project Category:
Engineering ☐ Surveying ☐ Hydraulic/Hydrogeologic ☐ Environmental ☐

Respondent Name: _____

Reference Entity: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address:_____

Reference Phone Number: _____

Project Name: _____

Project Location: _____

Firm's Project Manager: _____

Contract Amount for Professional Services: _____

Project Construction Cost – Budgeted and Actual: _____

Date Project Commenced: _____

Projected Project Completion Date: _____

Actual Project Completion Date: _____

Description of Work Performed: _____

_____

_____

_____

_____

_____

_____

Attachment 3 – Project Manager/Key Personnel Form

Project Category:

Engineering ☐ Surveying ☐ Hydraulic/Hydrogeologic ☐ Environmental ☐

The Consultant's proposed Project Manager and key project team/key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, work location, and employer.

Person's Name	Job Classification	Area of Expertise	Employer	Office Location

Attachment 4 – Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, 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 the 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 Paragraph 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 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 Paragraph 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 Paragraph 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 for the provision of goods or services 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)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ by _____ of _____

_____organized under the laws of the State of Florida, on behalf

of the company, who is personally known to me or has produced _____

as identification.

_____
NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

Attachment 5 – E-Verify Registration & 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 after 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 _____ (date) 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 6 – Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT
SECTION 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared _____ _____, whom after being duly sworn, deposes and states:
(Affiant)

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative with _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____ _____.

3. The non-governmental entity, _____ _____, does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20___ _____
(Affiant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____, 20___ by _____ on behalf of _____ _____, who is personally known to me or has produced _____ as identification.

_____
Notary Public
Name (Printed)_____

My commission expires _____.

(Printed typed or stamped Commissioned name of Notary Public)

Attachment 7: Contract for Professional Services

Continuing Services Agreement for Professional Services

This Continuing Services Agreement made this 30th day of September 2025 ("Effective Date") for Professional Services is made by and between Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes, ("Authority") and _____ ("Consultant"), a _____ [State] _____ [corporation] authorized to do business in the State of Florida.

Background

A. The Authority has qualified a list of professional _____ [engineering, surveying, hydrologic/hydrogeologic, environmental] services through a competitive procurement process to provide professional services for various projects under a continuing contract as described in Section 287.055(2)(g)1., Florida Statutes (2024) for projects in which the estimated construction cost of each individual project under the contract does not exceed $7.5 million or for study activities if the fee for professional services for each individual study under the contract does not exceed $500,000. That law also provides that the Florida Department of Management Services will publish annual adjustments to these amounts based on changes in the Consumer Price Index.

B. The purpose of this Agreement is not to authorize Consultant to perform a specific project, but to set forth certain terms and conditions that will apply to a future work order.

C. When the Authority identifies a particular job to be completed, it will select a firm from its library of qualified firms that is best suited for the work and will execute a work order with the firm under the terms of this Agreement.

Terms and Conditions

1. **Background and Exhibits.** The background provided above, and the exhibits listed below which are attached, are part of this Agreement. The Request for Qualifications for Professional Services Categories dated June 10, 2025 (the RFQ) and the Consultant's response to it on file with the Authority are also part of this Agreement.

   Exhibit A – Hourly Rates for Professionals
   Exhibit B – Insurance Requirements
   Exhibit C – Request for Qualifications

2. **Definitions**. The following terms as used in this Agreement have the following meanings:

   1.1. Agreement – This written document, as it may be amended from time to time.

   1.2. Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.

   1.3. Project – The provisions of this Agreement and the Scope of Services set forth in each individual work order.

   1.4. Services – The applicable professional services set forth in each individual work order 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.

1.4.1. The applicable professional services are:

1.4.1.1. Engineering: Services may include, but not be limited to: planning, feasibility studies, facility, treatment and conveyance design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations. Work will be assigned on a project specific basis.

1.4.1.2. Surveying: Services may include, but not be limited to: surveying for ongoing monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

1.4.1.3. Hydrologic/Hydrogeologic: Services may include, but not be limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations. Work will be assigned on a project specific basis.

1.4.1.4. Environmental: Services may include, but not be limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

1.5. Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.

1.6. 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 remain effective for 5 years, with three (3) 1-year renewals, unless it is sooner terminated in accordance with the procedures set forth herein.

3. Work Orders, Scope of Services, and Compensation

3.1. Consultant shall provide professional services to the Authority for projects that are specified in work orders that may be approved from time to time by the Authority. For the timely and proper performance of the Services, the Authority will pay Consultant the compensation as set forth in a work order according to the hourly rates provided in **Exhibit A.** Consultant may no more than annually, submit updated hourly rates provided in Exhibit A for Authority consideration and incorporation in the Agreement.

3.2. When the need for services for a specific project occurs, the Authority may, in its sole discretion, enter into negotiations with the Consultant for a work order under the terms and conditions of this Agreement. The Authority will initiate said negotiations by providing the Consultant with a scope of services request, requesting from the Consultant a proposal to provide such professional services. The Authority or its designated representative and Consultant will negotiate the terms of the work order in accordance with the provisions of Exhibit A. Each work order will be subject to the terms of this Agreement.

3.3. Each work order must contain at least the following:

a. The Scope of Services.
b. The name of the Consultant's Project Manager and any subcontractors assigned to the work order.
c. A payment and deliverable schedule that includes:
   - The tasks to be performed, including any deliverables.

- The schedule to perform various tasks identified and the completion date of the entire scope of services.
- The schedule for payments correlated with the tasks completed or delivered.
- The total amount of compensation.

d. Any other details necessary to define and accomplish the specific project.

3.4. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, including subconsultant and subcontractor work, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director.

3.4.1. Travel Expenses, whether within or outside of the Authority's boundaries, and whether to the specific project or otherwise, will not be reimbursed unless Consultant has secured advance written authorization for such travel from the Authority. All approved travel expenses will be reimbursed in accordance with the Authority's Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*.

3.5. The compensation for a work order may be a lump sum or based on hourly rates with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.6. If the Authority determines that the Consultant's services for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant will charge the Authority for professional services at the hourly rates set forth in **Exhibit A**, which is attached and incorporated into this Agreement. In this case, the work order must specify that the Consultant's services will be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.7. Consultant will invoice the Authority on a monthly basis for services rendered the previous month, or as provided in the work order. The invoice must identify work completed, by whom and the percentage of the Work completed. All invoices shall be submitted on a calendar monthly basis by the 20th of each month.

3.8. Performance of work by Consultant before execution of a work order will be at Consultant's sole risk. Time is of the essence with regard to this Agreement and any work order issued hereunder.

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 the information provided by Consultant in response to the RFQ

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. Cooperation with Inspector General. Contractor agrees to comply with Section 20.055(5), Florida Statutes and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

4.9. Scrutinized Companies. Consultant certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Consultant is found to be out of compliance with it. Consultant 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, Consultant 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 section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

4.10. Public Entity Crimes. Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Consultant 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. 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.

4.11. E-Verify. Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, and 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 shall 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 the contract. As required by section 3.2.8 of the Authority's Procurement Policy, Consultant has provided an executed E-Verify Affidavit.

4.12. Affidavit concerning Human Trafficking. Consultant has complied with section 787.06, Florida Statutes and has provided the required affidavit.

4.13. 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 may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.

4.14. No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Consultant represents and warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant 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 Owner 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.

5.2. Changes. Consultant shall immediately notify the Authority if anything changes regarding Consultant's representations and warranties contained in this Agreement.

5.3. Resources. Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

5.4. Key Personnel. Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the Authority.

5.5. 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.

5.6. Consultant's Representative. Consultant shall 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.

5.7. 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.

5.8. Documents and Data. The documents, drawings, technical data and working papers obtained or generated under the Agreement, shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such documents or reports the Authority obtained or generated under the Agreement**.**

5.9. Coordination with Others. Consultant shall cooperate with other consultants, architects, engineers, construction contractors, and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and services. Consultant shall review all information and attend all meetings as are reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.

5.10. 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.

5.11. 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 shall 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.

5.12. 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.

5.13. No Conflicts of Interest. Consultant 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 shall 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 shall inform Consultant of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant. The Authority and Consultant will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

6.2. Authority's Representative. The Authority shall 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 shall 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 otherwise 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 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.

8. Termination of Agreement.

8.1. 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. Termination for Cause. Consultant will be considered 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 the work order Agreement, 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. Violation by Authority. 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. Waiver.

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 are 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 with such technical assistance that the Authority may request. Such assistance will 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 will 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 shall 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 shall 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 Authority, 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 and Minimum Limits. Consultant shall purchase and maintain the specific coverages and minimum limits set forth in **Exhibit B.**

14. Standard of Performance. Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it 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. Consultant shall promote the best interest of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing.

15. Project Documents and Data.

15.1. 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 shall be made available at the expense of the requesting party.

15.2. 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 shall 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 shall 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.

15.3. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall 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.

15.4. 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 shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project.

15.5. 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 shall 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.

16. **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, 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.

17. **Public Records.**

17.1. **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 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.

17.2. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 AUTHORITY CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

17.3. 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 Consultant's possession 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.

17.4. 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.

18. Miscellaneous Provisions.

18.1. Entire Agreement. This written document shall constitute the entire agreement between the parties hereto and the Agreement shall 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.

18.2. Successors. the Authority and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.

18.3. 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.

18.4. 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 for DeSoto, Manatee, and Sarasota Counties. Claims justiciable in federal court shall be in the Middle District of Florida.

18.5. Notice. 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.

As to the Authority:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway,
Lakewood Ranch, Florida 34202
Attention: Executive Director

Email #1: peaceriver@regionalwater.org
Email #2: alee@regionalwater.org
Email #3: randerson@regionalwater.org

As to the Consultant:

_____
_____
_____

Attention: Name: _____ Title:_____

Email #1: _____
Email #2: _____
Email #3: _____

18.6. 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 shall not be construed more strongly against any party, regardless of who drafted or prepared it.

18.7. Communications. The Consultant's communications with the Authority must be limited to the Authority's Project Manager and staff designated by the Project Manager. 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 Consultant. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Consultant.

18.8. 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.

18.9. 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.

18.10. Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.

18.11. No Waiver. Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.

18.12. 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 regarding all such claims, questions or disputes shall 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.

18.13. Survival. All express representations, indemnifications, or limitations made or given in this Agreement will survive its completion or termination for any reason.

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

18.15. 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 shall, during the term of this Agreement, is that of an independent contractor. Consultant shall 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 shall 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.

18.16. 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 parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

Consultant:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

_____
Date

Peace River Manasota Regional Water Supply Authority:

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Approved as to Form:

_____
Legal Counsel

Exhibit A

Hourly Rates for Professionals

The Authority shall pay Consultant and Consultant agrees to accept as full compensation for the Services the hourly rates attached and made part of this exhibit.

Exhibit B
(5 pages)

Consultant's Insurance Requirements and Minimum Limits

19. General Requirements.

19.1. Protection from Claims. Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

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

19.1.2. Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

19.1.3. Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;

19.1.4. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant, or any person employed by or subcontracted to Consultant;

19.1.5. Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

19.1.6. Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and

19.1.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Consultant ownership use.

19.2. Coverage. The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.

19.3. Contractual Liability Insurance. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Agreement that are covered by such insurance.

19.4. Subconsultants. 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 Authority 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 shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

20. Insurance Required and Minimum Limits. Consultant shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

20.1. Liability Insurance

20.1.1. General Liability

a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and $1,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury/Advertising Injury	$1,000,000
Products Comp/Operations Aggregate	$1,000,000

c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on behalf of the Authority, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

20.1.2. Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

20.1.3. Automobile Vehicle Liability.

a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased, employee non-ownership, or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability $1,000,000, Combined Single Limit Each Accident.

b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

20.1.4. 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.

20.2. Workers Compensation Coverage. Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits with minimum limits per accident in accordance with statutory requirements.

20.2.1. Consultant and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The Authority requires Consultant and all the Subconsultants to voluntarily purchase this coverage.

20.2.2. Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

20.3. Professional Liability/Malpractice/Errors Or Omissions Insurance.

20.3.1. Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

20.3.2. 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.

20.3.3. To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

21. Additional Requirements.

21.1. Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to the Authority all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable

until Consultant has delivered all such certificates to the Authority. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

21.2. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

21.3. As evidence of the insurance coverages required by this Agreement, Consultant shall provide the Authority certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided.

21.4. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, representatives, agents, and volunteers. 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. 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. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

21.5. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

21.6. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by the Authority shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that the Authority does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Consultant’s interests or liabilities, but are merely minimums.

21.7. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with the Authority at least fourteen (14) days prior to coverage renewal.

21.8. 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 canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

21.9. Except as provided below in paragraph 21.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this

Agreement.

21.10. Professional liability insurance shall continue in force for one calendar year following the termination of the Agreement.

21.11. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant as required in this Agreement.

21.12. 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 Authority, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against the Authority with respect to any matter covered by any insurance maintained by Consultant.

Exhibit C: Consultant Request for Qualifications

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

Hon. Joseph Tiseo, Charlotte County
Hon. Ron Cutsinger, Sarasota County
Hon. Elton A. Langford, DeSoto County
Hon. Jason Bearden, Manatee County

Richard Anderson, Executive Director

Request for Qualifications for Continuing Contracts for Four Professional Services Categories: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental

Addendum 1

May 16, 2025

RFQ Correction/Clarification:

Section 4.1 Part 1 (2) is hereby rewritten as follows:
Respondent must provide documentation that shows that the firm ***is*** ~~***and its subcontractors are***~~ *authorized to do business in the State of Florida and provide firm licenses for each professional service category, as appropriate.*

Responses to Questions:

Note: Some questions were presented by multiple parties- the below summarizes all of the questions submitted through May 15, 2025.

1. **Question:** Does the respondent need to be a licensed engineering firm to be considered for Environmental?

   Response: No. Firms only need to provide licenses for the professional services categories that require licenses in order to perform those services in Florida.

2. **Question**: Are there incumbents for Environmental, and if so, who are they and how long have they been providing these services?

   Response: Yes, there are existing contracts for As-Needed Environmental services. The Notice of Intended Decision from the 2020 procurement effort for Environmental services is attached. Some of the current contact holders have been in place since 2020 and others have been awarded contracts for these services multiple times.

3. **Question**: Is it required of the prime contractor to identify specific firms that may be used as subcontractors for any awarded contract?

   Response: No. Respondents should be able to self-perform services related to the professional service(s) they are submitting on.

4. **Question:** Could you please clarify the contradiction in bullets 2 and 3 on page 7 under 4.1? There is reference to including subcontractor documentation but in the following bullet we are asked not to include subcontractors in our project team. If an Org Chart is included does the Authority not want to see these firms listed

Response: Please see the above regarding the rewriting/clarification of Section 4.1 part 1 (2). Respondents should not submit subcontractor information, however is not precluded from using a subcontractor (who is authorized to do business in Florida and is appropriately licensed) for work orders with Authority approval.

5. **Question:** Would the use of colored text be acceptable for non-body text, including headers?

   Response: Yes.

6. **Question:** Can a Letter of Interest/Cover Letter be included, and if so, are there any page limitations for it?

   Response: No.

7. **Question:** Can an organization chart be included in Section 4.2?

   Response: Yes, however it will count toward the page limit.

8. **Question:** Section 2 of the RFQ instructs there should be no more than 20 one-side pages for Sections 4.2-4.4. To confirm, is this 20 pages per category (Engineering, Surveying, etc.) if the submitter responds on multiple categories?

   Response: Correct, it is 20 pages per category for Section 4.2-4.4.

9. **Question:** What is the Authority's email file size limit for the digital response?

   Response: The Authority can receive emails in excess of 150 MB.

10. **Question:** For the Reference Form (Attachment 2), are submitters allowed to use a project example(s) where the Authority is the Reference Entity/Contact?

    Response: Respondents are not precluded from using the Authority as a reference.

11. **Question:** Can the attachments provided by the Authority in its RFQ be used as is or should they be formatted to meet the Authority's formatting requirements (e.g., 1-inch margins)?

    Response: Attachments provided as part of the RFQ may be used as is without additional formatting.

12. **Question:** Section 4.1, Part 1, states that the "Project Team should not include sub-contractors or sub-consultants; however, this does not exclude their use on work orders under the contract." Does this apply to Section 4.1, Part 1, only?

    Response: No. Respondents should be able to self-perform services related to the professional service(s) they are submitting on.

13. **Question:** The RFQ contains Attachments 1-6. It seems that some forms are included in the page count, while others may be excluded. Can you confirm that Attachments 2 & 3 are the only forms included in the page count? The RFQ does not mention Attachments 4, 5, and 6.

Are these attachments required? If so, where should they be placed, and can you confirm they are excluded from the page count

Response: All attachments and required documentation for them are required as part of the submittal. Attachments 2 & 3 will count toward the 20 page limit per professional service category. Attachments 4-6, which are for compliance of Section 6.4 Florida Statutory Requirements, are required, do not count toward the page limit and may be included within Section 4.1 Part 1 or as an appendices.

14. **Question:** Can we use staff projects from previous firms for the project examples?

    Response: Respondents should use project references where the responding firm provided the services in the past (RFQ 4.3, Part 3). Key Personnel resumes may include prior firm experience.

15. **Question:** Should category specific forms go into the appendix?

    Response: Attachments 2 & 3 should be included in Part 3 -Experience and do count toward the 20 age limit per professional category.

16. **Question:** Can you clarify what “minimum experience required” means for 4.2?

    Response: Respondents should be able to show that the project team and key personnel are able to perform work in the scope of services (Section 1.1) for the professional service category that is being submitted on.

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS - GENERAL ENVIRONMENTAL SERVICES

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Environmental Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing 'General Environmental Services' in accordance with the Authority's Procurement Policy. Thirteen (13) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for 'General Environmental Services' at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	**Office Location**
Atkins	Sarasota, FL
Earth Balance	North Port, FL
Environmental Science Associates (ESA)	Sarasota, FL
Janicki Environmental	St. Petersburg, FL
Johnson Engineering	Port Charlotte, FL
Vanasse Hangen Brustlin, Inc. (VHB)	Sarasota, 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: 9/01/20

Peace River Manasota Regional Water Supply Authority
Request for SOQs: As Needed Environmental Services
PSEC Meeting: August 27, 2020 @ 10:00 am
8998 SW CR 769, Arcadia, FL 34269

	Criteria					TOTAL	
CONSULTANT	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
Atkins	27.0	27.8	23.0	9.3	4.0	91.0	(1)
Bio-Tech Consulting	19.8	17.3	17.0	2.5	2.8	59.3	
Earth Resources Consulting Scientists	24.5	23.5	19.8	6.3	2.8	76.8	
EarthBalance	25.5	27.8	22.0	9.8	5.0	90.0	(2)
Environmental Consulting & Techonology (ECT)	24.0	22.0	17.8	6.3	4.8	74.8	
ESA	25.5	24.3	20.8	6.5	3.8	80.9	(6)
GPI	21.5	20.3	16.8	2.5	2.8	63.8	
Janicki Environmental	26.5	26.3	22.0	8.8	2.8	86.3	(5)
Johnson Engineering	27.5	24.3	21.8	9.5	5.0	88.0	(3)
PSG	19.8	16.8	16.0	2.5	2.8	57.8	
Quest Ecology	21.8	19.0	18.0	2.5	3.3	64.5	
Stantec	23.3	21.5	19.8	9.3	4.8	78.5	
VHB	24.3	26.5	23.3	8.3	5.0	87.3	(4)

Criteria:
1 Consultant Competence/Qualifications/Services
2 Similar Experience & Past Professional Accomplishments
3 Project Manager Qualifications & Experience
4 Consultant Past Record on Authority Projects
5 Office Proximity to Authority Service Area

Member Signatures:

Terri Holcomb, Resource Management & Planning Manager

Sam Stone, Land & Environmental Svcs Manager

Aswathy Warrier, Chemist II

Daniel Roberts, Environmental Specialist I

Request for Qualifications for Continuing Contracts for Four Professional Services Categories: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental

Addendum 2

May 27, 2025

Updated Attachment 7: Contract for Professional Services:

The updated Attachment 7: Contract for Professional Services includes requested changes to the original Contract for Professional Services that were accepted by the Authority. Any changes not reflected in the updated Attachment 7 were not accepted by the Authority.

Summary of Changes*:*

1. Updated Verbiage under Section 4

4. Consultant's Representations ~~and Warranties~~. Consultant represents and ~~warrants~~ acknowledges to the Authority as follows:

2. Added Sections 18.17 Force Majure and 18.18 Limitation of Liability of Individuals:

18.17. Force Majure. Upon the cessation of the Force Majeure Event, the Contractor shall make all commercially reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for a period exceeding ninety (90) days, either Party may elect to terminate this Agreement without further liability, except for obligations that have accrued prior to the occurrence of the Force Majeure Event. Nothing in this clause shall relieve either party of its obligation to use reasonable diligence to mitigate the effects of a Force Majeure Event.

18.18. LIMITATION OF LIABILITY OF INDIVIDUALS. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Responses to Questions:

Note: Some questions were presented by multiple parties- the below summarizes all of the questions submitted that were not responded to as part of Addendum 1 and submitted prior to the deadline.

1. **Question:** Is the Contract for Professional Services (Attachment 7) to be executed by the interested consultant as part of their response package to confirm their agreement with all terms and conditions

   Response: By submitting a response to the RFQ, Respondents are agreeing to the terms and conditions found within the contract and procurement documents. Authority staff will contact Respondents for contract execution after Board action has occurred.

2. **Question**: Is this a re-solicitation of an existing contract and if so, who is (are) the current incumbent(s)?

   Response: Yes, there are existing contracts for As-Needed professional services. The Notice of Intended Decision from the 2020 procurement effort for professional services are attached.

3. **Question**: What is the anticipated number of contract awards?

   Response: There is not an anticipated number of contract awards, however the Authority intends to have multiple contract holders per professional service.

4. **Question:** What is the contract value and revenue for each incumbent under previous contract(s)?

   Response: The as-needed contracts do not contain a valuation as each work order is assigned to an appropriate contract holder based upon the scope/expertise. The Authority does not have records related to revenue generated by each current contract holder.

5. **Question:** Does Authority expect that each team can provide all the desired expertise listed?

   Response: Respondents should be able to perform the work described for the professional services in Section 1.1 for which they are submitting on.

6. **Question:** Can a Letter of Interest/Cover Letter be included, and if so, are there any page limitations for it?

   Response: No cover letter should be included.

7. **Question:** What projects are Authority considering and where are these located?

   Response: Descriptions of work orders that may be assigned to a contract holder are included in Section 1.1. Projects would be located in the Authority service area.

8. **Question:** What types of ecological services?

   Response: Ecological services is not a professional service in this RFQ. The solicited professional services are engineering, surveying, hydrologic/hydrogeologic and environmental (Section 1.1).

9. **Question:** Do any of these services need licensing/permits/certifications?

   Response: It is the Respondents responsibility to review application licensing/permits/certifications and submit licenses as appropriate.

10. **Question:** Under Part 2 – The Project Team and Key Personnel, the RFQ states that the Respondent must provide copies of all required licenses specified for key personnel who will be providing the services for which we seek to be qualified. Could you please confirm whether these license copies may be included in an appendix outside of the 20-page limit, or if they must be counted within the page limit?

    Response: Key Personnel licenses (as appropriate) should be included in Part 2 of the response and are included in the page count.

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS - GENERAL PROFESSIONAL ENGINEERING SERVICES

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Professional Engineering Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing 'General Professional Engineering Services' in accordance with the Authority's Procurement Policy. Twenty-two (22) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for 'General Professional Engineering Services' at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	**Office Location**
AECOM	Fort Myers, FL
Ardurra	Sarasota, FL
Black & Veatch	Fort Myers, FL
Carollo	Sarasota, FL
DMK Associates	Venice, FL
Hazen & Sawyer	Sarasota, FL
HDR	Sarasota, FL
Johnson Engineering	Port Charlotte, FL
Kimley Horn	Sarasota, FL
Mobley Engineering	Norris, TN
Stantec	Sarasota, FL
TKW (Consor)	Fort Myers, FL
Underwater Engineering Services Inc (UESI)	Fort Pierce, FL
Wade Trim	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: 9/01/20

Peace River Manasota Regional Water Supply Authority
Request for SOQs: As Needed Professional Engineering Services
PSEC Meeting: August 27, 2020 @ 10:45am
8998 SW CR 769, Arcadia, FL 34269

	CRITERIA					TOTAL	
CONSULTANT	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
AECOM	25.8	26.0	22.8	8.8	4.2	87.6	(9)
Arcadis	24.4	24.8	21.4	1.8	4.8	77.2	
Ardurra	27.6	27.2	21.4	9.4	4.6	90.2	(4)
Black & Veatch	27.4	27.4	23.0	9.6	4.0	91.4	(3)
Carollo	25.6	26.2	21.8	6.4	5.0	85.0	(12)
Chen Moore & Assoc. (CMA)	21.0	20.8	19.0	1.0	3.0	64.8	
DMK	25.2	25.4	21.8	9.0	5.0	86.4	(10)
Freese & Nichols	23.6	23.8	21.0	2.2	3.6	74.2	
Hazen & Sawyer	28.2	27.8	24.6	9.8	4.8	95.2	(1)
HDR	28.4	28.2	21.0	10.0	4.8	92.4	(2)
Infrastructure Solution Services (ISS)	21.2	20.8	19.4	2.4	5.0	68.8	
Johnson Engineering	25.6	25.4	23.6	9.6	4.8	89.0	(5)
Kimley Horn	26.2	26.0	24.0	6.6	4.8	87.6	(7)
McKim & Creed	25.0	25.4	21.4	3.0	4.6	79.4	
Mead Hunt	23.2	23.8	22.4	1.8	3.8	75.0	
Mobley Engineering	26.6	26.6	23.4	9.6	1.4	87.6	(8)
Reiss Engineering	25.4	24.8	22.0	3.8	3.8	79.8	
Stantec	26.0	26.0	21.8	9.0	5.0	87.8	(6)
TKW (Consor)	22.6	24.8	22.0	9.0	3.8	82.2	(13)
Underwater Engineering Services Inc (UESI)	26.2	26.6	21.6	9.2	2.2	85.8	(11)
Veith Engineering & Business Solutions	22.2	21.8	22.4	5.6	5.0	77.0	
Wade Trim	25.2	25.0	26.4	6.2	3.8	80.6	(14)

Criteria:
1 Consultant Competence/Qualifications/Services
2 Similar Experience & Past Professional Accomplishments
3 Project Manager Qualifications & Experience
4 Consultant Past Record on Authority Projects
5 Office Proximity to Authority Service Area

Member Signatures:

Mike Coates, Deputy Director

Kevin Morris, Projects & Engineering Manager

Terri Holcomb, Resource Management & Planning Manager

Richard Anderson, Systems Operations Manager

Ford Ritz, Project Engineer III

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS - GENERAL ENVIRONMENTAL SERVICES

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Environmental Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing 'General Environmental Services' in accordance with the Authority's Procurement Policy. Thirteen (13) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for 'General Environmental Services' at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	**Office Location**
Atkins	Sarasota, FL
Earth Balance	North Port, FL
Environmental Science Associates (ESA)	Sarasota, FL
Janicki Environmental	St. Petersburg, FL
Johnson Engineering	Port Charlotte, FL
Vanasse Hangen Brustlin, Inc. (VHB)	Sarasota, 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: 9/01/20

Peace River Manasota Regional Water Supply Authority
Request for SOQs: As Needed Environmental Services
PSEC Meeting: August 27, 2020 @ 10:00 am
8998 SW CR 769, Arcadia, FL 34269

	Criteria					TOTAL	
CONSULTANT	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
Atkins	27.0	27.8	23.0	9.3	4.0	91.0	(1)
Bio-Tech Consulting	19.8	17.3	17.0	2.5	2.8	59.3	
Earth Resources Consulting Scientists	24.5	23.5	19.8	6.3	2.8	76.8	
EarthBalance	25.5	27.8	22.0	9.8	5.0	90.0	(2)
Environmental Consulting & Techonology (ECT)	24.0	22.0	17.8	6.3	4.8	74.8	
ESA	25.5	24.3	20.8	6.5	3.8	80.9	(6)
GPI	21.5	20.3	16.8	2.5	2.8	63.8	
Janicki Environmental	26.5	26.3	22.0	8.8	2.8	86.3	(5)
Johnson Engineering	27.5	24.3	21.8	9.5	5.0	88.0	(3)
PSG	19.8	16.8	16.0	2.5	2.8	57.8	
Quest Ecology	21.8	19.0	18.0	2.5	3.3	64.5	
Stantec	23.3	21.5	19.8	9.3	4.8	78.5	
VHB	24.3	26.5	23.3	8.3	5.0	87.3	(4)

Criteria:
1 Consultant Competence/Qualifications/Services
2 Similar Experience & Past Professional Accomplishments
3 Project Manager Qualifications & Experience
4 Consultant Past Record on Authority Projects
5 Office Proximity to Authority Service Area

Member Signatures:

Terri Holcomb, Resource Management & Planning Manager

Sam Stone, Land & Environmental Svcs Manager

Aswathy Warrier, Chemist II

Daniel Roberts, Environmental Specialist I

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS - GENERAL HYDROLOGIC/HYDROGEOLOGIC SERVICES

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreements for General Hydrologic/ Hydrogeologic Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing 'General Hydrologic / Hydrogeologic Services' in accordance with the Authority's Procurement Policy. Five (5) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms below for award of a continuing services contract for 'General Hydrologic / Hydrogeologic Services' at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	**Office Location**
ASRUS, LLC	Tampa, FL
Johnson Engineering, Inc.	Port Charlotte, FL
Progressive Water Resources, LLC	Sarasota, FL
WSP USA Inc.	Fort Myers, 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: 9/01/20

Peace River Manasota Regional Water Supply Authority
Request for SOQs: As Needed Hydrologic/Hydrogeologic Services
PSEC Meeting: August 27, 2020 @ 8:30 am
8998 SW CR 769, Arcadia, FL 34269

	Criteria					TOTAL	
CONSULTANT	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
ASR US, LLC	29.5	29.5	24.5	9.8	3.8	97.0	1
Johnson Engineering	23.5	24.0	19.5	10.0	5.0	82.0	4
Progressive Water Resources	28.0	28.3	23.5	10.0	4.8	94.5	2
Stantec	23.0	22.3	18.5	8.0	5.0	76.8	
WSP	25.5	26.0	24.3	6.0	3.5	85.3	3

Criteria:

1 Consultant Competence/Qualifications/Services
2 Similar Experience & Past Professional Accomplishments
3 Project Manager Qualifications & Experience
4 Consultant Past Record on Authority Projects
5 Office Proximity to Authority Service Area

Member Signatures:

Mike Coates, Deputy Director

Sam Stone, Land & Environmental Svcs Manager

Chris Rogers, Project Manager

Daniel Roberts, Environmental Specialist I

NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACTS - PROFESSIONAL SURVEYING SERVICES

Recommended Action - **Motion** to approve list of firms and authorize the Executive Director to execute agreement for Professional Surveying Services with each respective firm contingent on review by Authority General Counsel.

Statements of Qualification were requested from consultants for the purpose of providing 'Professional Surveying Services' in accordance with the Authority's Procurement Policy. Fourteen (14) Statements of Qualification were timely received by the August 13, 2020 submittal deadline and were evaluated and ranked by the Authority's Professional Services Evaluation Committee (PSEC) in accordance with the Authority Procurement Policy.

Staff recommends that the Authority Board of Directors approve the PSEC ranking and recommended list of firms for award of contract for 'Professional Surveying Services' at the Authority Board Meeting on September 30, 2020.

Firms (listed alphabetically)	**Office Location**
DMK Associates	Venice, FL
E.F. Gaines	Ft. Myers, FL
Johnson Engineering	Port Charlotte, FL
McKim & Creed	Sarasota, FL
Stantec	Sarasota, 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: 9/01/20

Peace River Manasota Regional Water Supply Authority
Request for SOQs: As Needed Professional Surveying Services
PSEC Meeting: August 27, 2020 @ 9:15am
8998 SW CR 769, Arcadia, FL 34269

	Criteria					TOTAL	
CONSULTANT	1 (30 points)	2 (30 points)	3 (25 points)	4 (10 points)	5 (5 points)	100	
Dewberry Engineers	22.5	22.8	18.0	1.8	4.5	69.5	
DMK Associates	24.5	24.0	21.3	8.3	4.5	82.5	5
E.F. Gaines	25.0	26.8	24.3	9.5	3.3	88.8	2
ESP Associates	25.8	26.3	22.0	0.0	4.5	78.5	
George F. Young Inc	28.0	25.8	21.5	0.0	4.8	80.0	
Hyatt Surveying	25.5	23.8	20.8	6.5	4.5	81.0	
Johnson Engineering	27.8	27.5	22.8	10.0	5.0	93.0	1
Maser Consulting	25.3	25.3	16.5	0.0	2.5	69.5	
McKim & Creed	26.5	24.8	21.0	6.5	4.5	83.3	4
Morgan & Eklund Inc.	19.5	20.3	16.0	0.0	0.8	56.5	
Southeastern Surveying	21.8	23.8	20.5	0.0	2.8	68.8	
Stantec	25.8	25.0	23.3	6.0	4.5	84.5	3
SurvTech Solutions	22.0	24.3	19.3	0.0	2.3	67.8	
ZNS Engineering	22.3	21.8	19.8	0.0	4.5	68.3	

Criteria:
1 Consultant Competence/Qualifications/Services
2 Similar Experience & Past Professional Accomplishments
3 Project Manager Qualifications & Experience
4 Consultant Past Record on Authority Projects
5 Office Proximity to Authority Service Area

Member Signatures:

Kevin Morris, Projects & Engineering Manager

Ford Ritz, Project Engineer III

Chris Rogers, Project Manager

Scott Cunningham, Construction Manager

Continuing Services Agreement for Professional Services

This Continuing Services Agreement made this 30th day of September 2025 ("Effective Date") for Professional Services is made by and between Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes, ("Authority") and _____ ("Consultant"), a _____ [State] _____ [corporation] authorized to do business in the State of Florida.

Background

A. The Authority has qualified a list of professional _____ [engineering, surveying, hydrologic/hydrogeologic, environmental] services through a competitive procurement process to provide professional services for various projects under a continuing contract as described in Section 287.055(2)(g)1., Florida Statutes (2024) for projects in which the estimated construction cost of each individual project under the contract does not exceed $7.5 million or for study activities if the fee for professional services for each individual study under the contract does not exceed $500,000. That law also provides that the Florida Department of Management Services will publish annual adjustments to these amounts based on changes in the Consumer Price Index.

B. The purpose of this Agreement is not to authorize Consultant to perform a specific project, but to set forth certain terms and conditions that will apply to a future work order.

C. When the Authority identifies a particular job to be completed, it will select a firm from its library of qualified firms that is best suited for the work and will execute a work order with the firm under the terms of this Agreement.

Terms and Conditions

1. **Background and Exhibits.** The background provided above, and the exhibits listed below which are attached, are part of this Agreement. The Request for Qualifications for Professional Services Categories dated June 10, 2025 (the RFQ) and the Consultant's response to it on file with the Authority are also part of this Agreement.

   Exhibit A – Hourly Rates for Professionals
   Exhibit B – Insurance Requirements
   Exhibit C – Request for Qualifications

2. **Definitions**. The following terms as used in this Agreement have the following meanings:

   1.1. Agreement – This written document, as it may be amended from time to time.

   1.2. Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.

   1.3. Project – The provisions of this Agreement and the Scope of Services set forth in each individual work order.

   1.4. Services – The applicable professional services set forth in each individual work order 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.

1.4.1. The applicable professional services are:

1.4.1.1. Engineering: Services may include, but not be limited to: planning, feasibility studies, facility, treatment and conveyance design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations. Work will be assigned on a project specific basis.

1.4.1.2. Surveying: Services may include, but not be limited to: surveying for ongoing monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

1.4.1.3. Hydrologic/Hydrogeologic: Services may include, but not be limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations. Work will be assigned on a project specific basis.

1.4.1.4. Environmental: Services may include, but not be limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

1.5. Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.

1.6. 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 remain effective for 5 years, with three (3) 1-year renewals, unless it is sooner terminated in accordance with the procedures set forth herein.

3. Work Orders, Scope of Services, and Compensation

3.1. Consultant shall provide professional services to the Authority for projects that are specified in work orders that may be approved from time to time by the Authority. For the timely and proper performance of the Services, the Authority will pay Consultant the compensation as set forth in a work order according to the hourly rates provided in **Exhibit A.** Consultant may no more than annually, submit updated hourly rates provided in Exhibit A for Authority consideration and incorporation in the Agreement.

3.2. When the need for services for a specific project occurs, the Authority may, in its sole discretion, enter into negotiations with the Consultant for a work order under the terms and conditions of this Agreement. The Authority will initiate said negotiations by providing the Consultant with a scope of services request, requesting from the Consultant a proposal to provide such professional services. The Authority or its designated representative and Consultant will negotiate the terms of the work order in accordance with the provisions of Exhibit A. Each work order will be subject to the terms of this Agreement.

3.3. Each work order must contain at least the following:

a. The Scope of Services.
b. The name of the Consultant's Project Manager and any subcontractors assigned to the work order.
c. A payment and deliverable schedule that includes:
   - The tasks to be performed, including any deliverables.

- The schedule to perform various tasks identified and the completion date of the entire scope of services.
- The schedule for payments correlated with the tasks completed or delivered.
- The total amount of compensation.

d. Any other details necessary to define and accomplish the specific project.

3.4. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, including subconsultant and subcontractor work, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director.

3.4.1. Travel Expenses, whether within or outside of the Authority's boundaries, and whether to the specific project or otherwise, will not be reimbursed unless Consultant has secured advance written authorization for such travel from the Authority. All approved travel expenses will be reimbursed in accordance with the Authority's Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*.

3.5. The compensation for a work order may be a lump sum or based on hourly rates with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.6. If the Authority determines that the Consultant's services for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant will charge the Authority for professional services at the hourly rates set forth in **Exhibit A**, which is attached and incorporated into this Agreement. In this case, the work order must specify that the Consultant's services will be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.7. Consultant will invoice the Authority on a monthly basis for services rendered the previous month, or as provided in the work order. The invoice must identify work completed, by whom and the percentage of the Work completed. All invoices shall be submitted on a calendar monthly basis by the 20th of each month.

3.8. Performance of work by Consultant before execution of a work order will be at Consultant's sole risk. Time is of the essence with regard to this Agreement and any work order issued hereunder.

4. **Consultant's Representations.** Consultant represents and acknowledges 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 the information provided by Consultant in response to the RFQ

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. Cooperation with Inspector General. Contractor agrees to comply with Section 20.055(5), Florida Statutes and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

4.9. Scrutinized Companies. Consultant certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Consultant is found to be out of compliance with it. Consultant 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, Consultant 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 section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

4.10. Public Entity Crimes. Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Consultant 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. 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.

4.11. E-Verify. Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, and 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 shall 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 the contract. As required by section 3.2.8 of the Authority's Procurement Policy, Consultant has provided an executed E-Verify Affidavit.

4.12. Affidavit concerning Human Trafficking. Consultant has complied with section 787.06, Florida Statutes and has provided the required affidavit.

4.13. 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 may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.

4.14. No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Consultant represents and warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant 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 Owner 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.

5.2. Changes. Consultant shall immediately notify the Authority if anything changes regarding Consultant's representations and warranties contained in this Agreement.

5.3. Resources. Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

5.4. Key Personnel. Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the Authority.

5.5. 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.

5.6. Consultant's Representative. Consultant shall 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.

5.7. 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.

5.8. Documents and Data. The documents, drawings, technical data and working papers obtained or generated under the Agreement, shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such documents or reports the Authority obtained or generated under the Agreement**.**

5.9. Coordination with Others. Consultant shall cooperate with other consultants, architects, engineers, construction contractors, and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and services. Consultant shall review all information and attend all meetings as are reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.

5.10. 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.

5.11. 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 shall 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.

5.12. 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.

5.13. No Conflicts of Interest. Consultant 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 shall 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 shall inform Consultant of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant. The Authority and Consultant will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

6.2. Authority's Representative. The Authority shall 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 shall 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 otherwise 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 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.

8. Termination of Agreement.

8.1. 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. Termination for Cause. Consultant will be considered 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 the work order Agreement, 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. Violation by Authority. 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. Waiver.

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 are 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 with such technical assistance that the Authority may request. Such assistance will 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 will 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 shall 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 shall 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 Authority, 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 and Minimum Limits. Consultant shall purchase and maintain the specific coverages and minimum limits set forth in **Exhibit B.**

14. Standard of Performance. Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it 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. Consultant shall promote the best interest of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing.

15. Project Documents and Data.

15.1. 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 shall be made available at the expense of the requesting party.

15.2. 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 shall 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 shall 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.

15.3. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall 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.

15.4. 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 shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project.

15.5. 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 shall 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.

16. **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, 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.

17. **Public Records.**

17.1. **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 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.

17.2. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 AUTHORITY CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

17.3. 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 Consultant's possession 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.

17.4. 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.

18. Miscellaneous Provisions.

18.1. Entire Agreement. This written document shall constitute the entire agreement between the parties hereto and the Agreement shall 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.

18.2. Successors. the Authority and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.

18.3. 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.

18.4. 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 for DeSoto, Manatee, and Sarasota Counties. Claims justiciable in federal court shall be in the Middle District of Florida.

18.5. Notice. 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.

As to the Authority:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway,
Lakewood Ranch, Florida 34202
Attention: Executive Director

Email #1: peaceriver@regionalwater.org
Email #2: alee@regionalwater.org
Email #3: randerson@regionalwater.org

As to the Consultant:

_____
_____
_____

Attention: Name: _____ Title:_____

Email #1: _____
Email #2: _____
Email #3: _____

18.6. 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 shall not be construed more strongly against any party, regardless of who drafted or prepared it.

18.7. Communications. The Consultant's communications with the Authority must be limited to the Authority's Project Manager and staff designated by the Project Manager. 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 Consultant. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Consultant.

18.8. 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.

18.9. 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.

18.10. Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.

18.11. No Waiver. Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.

18.12. 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 regarding all such claims, questions or disputes shall 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.

18.13. Survival. All express representations, indemnifications, or limitations made or given in this Agreement will survive its completion or termination for any reason.

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

18.15. 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 shall, during the term of this Agreement, is that of an independent contractor. Consultant shall 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 shall 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.

18.16. 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.**

18.17. **Force Majure.** Upon the cessation of the Force Majeure Event, the Contractor shall make all commercially reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for a period exceeding ninety (90) days, either Party may elect to terminate this Agreement without further liability, except for obligations that have accrued prior to the occurrence of the Force Majeure Event. Nothing in this clause shall relieve either party of its obligation to use reasonable diligence to mitigate the effects of a Force Majeure Event.

18.18. LIMITATION OF LIABILITY OF INDIVIDUALS. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

Consultant:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

_____
Date

Peace River Manasota Regional Water Supply Authority:

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Approved as to Form:

_____
Legal Counsel

Exhibit A

Hourly Rates for Professionals

The Authority shall pay Consultant and Consultant agrees to accept as full compensation for the Services the hourly rates attached and made part of this exhibit.

Exhibit B
(5 pages)

Consultant's Insurance Requirements and Minimum Limits

19. General Requirements.

19.1. Protection from Claims. Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

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

19.1.2. Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

19.1.3. Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;

19.1.4. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant, or any person employed by or subcontracted to Consultant;

19.1.5. Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

19.1.6. Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and

19.1.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Consultant ownership use.

19.2. Coverage. The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.

19.3. Contractual Liability Insurance. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Agreement that are covered by such insurance.

19.4. Subconsultants. 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 Authority 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 shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

20. Insurance Required and Minimum Limits. Consultant shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

20.1. Liability Insurance

20.1.1. General Liability

a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and $1,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury/Advertising Injury	$1,000,000
Products Comp/Operations Aggregate	$1,000,000

c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on behalf of the Authority, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

20.1.2. Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

20.1.3. Automobile Vehicle Liability.

a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased, employee non-ownership, or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability $1,000,000, Combined Single Limit Each Accident.

b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

20.1.4. 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.

20.2. Workers Compensation Coverage. Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits with minimum limits per accident in accordance with statutory requirements.

20.2.1. Consultant and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The Authority requires Consultant and all the Subconsultants to voluntarily purchase this coverage.

20.2.2. Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

20.3. Professional Liability/Malpractice/Errors Or Omissions Insurance.

20.3.1. Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

20.3.2. 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.

20.3.3. To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

21. Additional Requirements.

21.1. Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to the Authority all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable

until Consultant has delivered all such certificates to the Authority. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

21.2. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

21.3. As evidence of the insurance coverages required by this Agreement, Consultant shall provide the Authority certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided.

21.4. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, representatives, agents, and volunteers. 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. 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. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

21.5. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

21.6. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by the Authority shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that the Authority does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Consultant’s interests or liabilities, but are merely minimums.

21.7. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with the Authority at least fourteen (14) days prior to coverage renewal.

21.8. 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 canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

21.9. Except as provided below in paragraph 21.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this

Agreement.

21.10. Professional liability insurance shall continue in force for one calendar year following the termination of the Agreement.

21.11. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant as required in this Agreement.

21.12. 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 Authority, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against the Authority with respect to any matter covered by any insurance maintained by Consultant.

Exhibit C: Consultant Request for Qualifications

Request for Qualifications for Continuing Contracts for Four Professional Services Categories: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental

Addendum 3

May 28, 2025

Updated Attachment 7: Contract for Professional Services:

Added to Section 18.17 Force Majure:

18.17. Force Majure. Consultant shall not be liable for any damages, delay or failure to perform under this Agreement caused by events or circumstances beyond its reasonable control, including without limitation, an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, or pandemic. Upon the cessation of the Force Majeure Event, the Contractor shall make all commercially reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for a period exceeding ninety (90) days, either Party may elect to terminate this Agreement without further liability, except for obligations that have accrued prior to the occurrence of the Force Majeure Event. Nothing in this clause shall relieve either party of its obligation to use reasonable diligence to mitigate the effects of a Force Majeure Event.

Continuing Services Agreement for Professional Services

This Continuing Services Agreement made this 30th day of September 2025 ("Effective Date") for Professional Services is made by and between Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida, created and existing under Sections 163.01, and 373.713, Florida Statutes, ("Authority") and _____ ("Consultant"), a _____ [State] _____ [corporation] authorized to do business in the State of Florida.

Background

A. The Authority has qualified a list of professional _____ [engineering, surveying, hydrologic/hydrogeologic, environmental] services through a competitive procurement process to provide professional services for various projects under a continuing contract as described in Section 287.055(2)(g)1., Florida Statutes (2024) for projects in which the estimated construction cost of each individual project under the contract does not exceed $7.5 million or for study activities if the fee for professional services for each individual study under the contract does not exceed $500,000. That law also provides that the Florida Department of Management Services will publish annual adjustments to these amounts based on changes in the Consumer Price Index.

B. The purpose of this Agreement is not to authorize Consultant to perform a specific project, but to set forth certain terms and conditions that will apply to a future work order.

C. When the Authority identifies a particular job to be completed, it will select a firm from its library of qualified firms that is best suited for the work and will execute a work order with the firm under the terms of this Agreement.

Terms and Conditions

1. **Background and Exhibits.** The background provided above, and the exhibits listed below which are attached, are part of this Agreement. The Request for Qualifications for Professional Services Categories dated June 10, 2025 (the RFQ) and the Consultant's response to it on file with the Authority are also part of this Agreement.

   Exhibit A – Hourly Rates for Professionals
   Exhibit B – Insurance Requirements
   Exhibit C – Request for Qualifications

2. **Definitions**. The following terms as used in this Agreement have the following meanings:

   1.1. Agreement – This written document, as it may be amended from time to time.

   1.2. Law – All laws, statutes, rules, regulations, ordinances, codes, and/or orders applicable to the Services.

   1.3. Project – The provisions of this Agreement and the Scope of Services set forth in each individual work order.

   1.4. Services – The applicable professional services set forth in each individual work order 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.

1.4.1. The applicable professional services are:

1.4.1.1. Engineering: Services may include, but not be limited to: planning, feasibility studies, facility, treatment and conveyance design, permitting and permit compliance, construction inspection/management services, and evaluation of water treatment facility and transmission system processes and operations. Work will be assigned on a project specific basis.

1.4.1.2. Surveying: Services may include, but not be limited to: surveying for ongoing monitoring programs, surveying to support design and construction activities, land acquisition and system evaluations. Work will be assigned on a project specific basis.

1.4.1.3. Hydrologic/Hydrogeologic: Services may include, but not be limited to: aquifer testing and analysis, water quality monitoring, feasibility studies, groundwater modeling, permitting and permit compliance, services during well construction, and geologic and hydrologic system evaluations. Work will be assigned on a project specific basis.

1.4.1.4. Environmental: Services may include, but not be limited to: water quality and/or environmental monitoring of uplands, wetlands, river, and estuarine systems, design, maintenance and management of mitigation sites, feasibility studies, permitting, environmental services during construction and general ecological system evaluations. Work will be assigned on a project specific basis.

1.5. Additional Services – As described in paragraph 10 of this Agreement, any services that are authorized by the Authority in a written amendment after this Agreement is executed.

1.6. 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 remain effective for 5 years, with three (3) 1-year renewals, unless it is sooner terminated in accordance with the procedures set forth herein.

3. Work Orders, Scope of Services, and Compensation

3.1. Consultant shall provide professional services to the Authority for projects that are specified in work orders that may be approved from time to time by the Authority. For the timely and proper performance of the Services, the Authority will pay Consultant the compensation as set forth in a work order according to the hourly rates provided in **Exhibit A.** Consultant may no more than annually, submit updated hourly rates provided in Exhibit A for Authority consideration and incorporation in the Agreement.

3.2. When the need for services for a specific project occurs, the Authority may, in its sole discretion, enter into negotiations with the Consultant for a work order under the terms and conditions of this Agreement. The Authority will initiate said negotiations by providing the Consultant with a scope of services request, requesting from the Consultant a proposal to provide such professional services. The Authority or its designated representative and Consultant will negotiate the terms of the work order in accordance with the provisions of Exhibit A. Each work order will be subject to the terms of this Agreement.

3.3. Each work order must contain at least the following:

a. The Scope of Services.
b. The name of the Consultant's Project Manager and any subcontractors assigned to the work order.
c. A payment and deliverable schedule that includes:
   - The tasks to be performed, including any deliverables.

- The schedule to perform various tasks identified and the completion date of the entire scope of services.
- The schedule for payments correlated with the tasks completed or delivered.
- The total amount of compensation.

d. Any other details necessary to define and accomplish the specific project.

3.4. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, including subconsultant and subcontractor work, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the Work Order activities, and agreed to by the Authority's Executive Director.

3.4.1. Travel Expenses, whether within or outside of the Authority's boundaries, and whether to the specific project or otherwise, will not be reimbursed unless Consultant has secured advance written authorization for such travel from the Authority. All approved travel expenses will be reimbursed in accordance with the Authority's Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*.

3.5. The compensation for a work order may be a lump sum or based on hourly rates with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.6. If the Authority determines that the Consultant's services for a particular project are needed on an hourly basis, in lieu of a lump sum compensation package, the Consultant will charge the Authority for professional services at the hourly rates set forth in **Exhibit A**, which is attached and incorporated into this Agreement. In this case, the work order must specify that the Consultant's services will be provided on an hourly basis with a maximum amount of compensation that may not be exceeded without additional approval from the Authority.

3.7. Consultant will invoice the Authority on a monthly basis for services rendered the previous month, or as provided in the work order. The invoice must identify work completed, by whom and the percentage of the Work completed. All invoices shall be submitted on a calendar monthly basis by the 20th of each month.

3.8. Performance of work by Consultant before execution of a work order will be at Consultant's sole risk. Time is of the essence with regard to this Agreement and any work order issued hereunder.

4. **Consultant's Representations.** Consultant represents and acknowledges 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 the information provided by Consultant in response to the RFQ

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. Cooperation with Inspector General. Contractor agrees to comply with Section 20.055(5), Florida Statutes and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

4.9. Scrutinized Companies. Consultant certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Consultant is found to be out of compliance with it. Consultant 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, Consultant 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 section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Consultant acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.

4.10. Public Entity Crimes. Consultant understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Consultant 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. 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.

4.11. E-Verify. Consultant is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, and 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 shall 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 the contract. As required by section 3.2.8 of the Authority's Procurement Policy, Consultant has provided an executed E-Verify Affidavit.

4.12. Affidavit concerning Human Trafficking. Consultant has complied with section 787.06, Florida Statutes and has provided the required affidavit.

4.13. 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 may make any such adjustment to compensation within one year of the expiration or termination of this Agreement.

4.14. No Contingent Fees. As required by subsection 287.055(6), Florida Statutes, Consultant represents and warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant 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 Owner 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.

5.2. Changes. Consultant shall immediately notify the Authority if anything changes regarding Consultant's representations and warranties contained in this Agreement.

5.3. Resources. Consultant shall secure and maintain an adequate and competent staff of professionals and all facilities and equipment required to perform the Services.

5.4. Key Personnel. Consultant must not remove any key personnel or Subconsultants assigned to the Project without the prior written approval of the Authority.

5.5. 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.

5.6. Consultant's Representative. Consultant shall 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.

5.7. 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.

5.8. Documents and Data. The documents, drawings, technical data and working papers obtained or generated under the Agreement, shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such documents or reports the Authority obtained or generated under the Agreement**.**

5.9. Coordination with Others. Consultant shall cooperate with other consultants, architects, engineers, construction contractors, and suppliers retained by the Authority and assist the Authority with the coordination of those various projects, work, and services. Consultant shall review all information and attend all meetings as are reasonably necessary to accomplish the coordination of those various projects, work, and services, and eliminate any problems where the projects, work or services interface with the Project or Services.

5.10. 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.

5.11. 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 shall 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.

5.12. 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.

5.13. No Conflicts of Interest. Consultant 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 shall 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 shall inform Consultant of the Authority's decisions or otherwise take appropriate action within a reasonable time to not unreasonably delay the Services of Consultant. The Authority and Consultant will be governed by the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.

6.2. Authority's Representative. The Authority shall 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 shall 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 otherwise 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 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.

8. Termination of Agreement.

8.1. 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. Termination for Cause. Consultant will be considered 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 the work order Agreement, 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. Violation by Authority. 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. Waiver.

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 are 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 with such technical assistance that the Authority may request. Such assistance will 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 will 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 shall 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 shall 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 Authority, 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 and Minimum Limits. Consultant shall purchase and maintain the specific coverages and minimum limits set forth in **Exhibit B.**

14. Standard of Performance. Consultant shall perform and complete the Services in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by professionals with expertise and experience in the type of Services provided hereunder, and in accordance with sound professional principles and practices. Consultant acknowledges that it 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. Consultant shall promote the best interest of the Authority and assume towards the Authority a relationship of the highest trust, confidence, and fair dealing.

15. Project Documents and Data.

15.1. 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 shall be made available at the expense of the requesting party.

15.2. 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 shall 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 shall 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.

15.3. All final plans and documents that are required by Florida Law to be endorsed and are prepared by Consultant in connection with the Services shall 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.

15.4. 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 shall have the right to publish, distribute, disclose, and otherwise use any material prepared by or for Consultant with respect to the Project.

15.5. 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 shall 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.

16. **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, 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.

17. **Public Records.**

17.1. **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 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.

17.2. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 316-1776; PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 AUTHORITY CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.

17.3. 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 Consultant's possession 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.

17.4. 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.

18. Miscellaneous Provisions.

18.1. Entire Agreement. This written document shall constitute the entire agreement between the parties hereto and the Agreement shall 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.

18.2. Successors. the Authority and Consultant each hereby binds itself, its successors, assigns, and legal representatives to the other.

18.3. 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.

18.4. 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 for DeSoto, Manatee, and Sarasota Counties. Claims justiciable in federal court shall be in the Middle District of Florida.

18.5. Notice. 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.

As to the Authority:

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway,
Lakewood Ranch, Florida 34202
Attention: Executive Director

Email #1: peaceriver@regionalwater.org
Email #2: alee@regionalwater.org
Email #3: randerson@regionalwater.org

As to the Consultant:

_____
_____
_____

Attention: Name: _____ Title:_____

Email #1: _____
Email #2: _____
Email #3: _____

18.6. 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 shall not be construed more strongly against any party, regardless of who drafted or prepared it.

18.7. Communications. The Consultant's communications with the Authority must be limited to the Authority's Project Manager and staff designated by the Project Manager. 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 Consultant. This provision does not prohibit or limit contacts by or on behalf of the Authority Board Members with Consultant.

18.8. 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.

18.9. 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.

18.10. Time is of the Essence. Time is of the essence of this Agreement and each of its provisions.

18.11. No Waiver. Unless expressly stated in writing, no action taken by a party to this Agreement shall be considered a waiver by such party of compliance with any representations, warranty, duty, or responsibility under this Agreement.

18.12. 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 regarding all such claims, questions or disputes shall 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.

18.13. Survival. All express representations, indemnifications, or limitations made or given in this Agreement will survive its completion or termination for any reason.

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

18.15. 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 shall, during the term of this Agreement, is that of an independent contractor. Consultant shall 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 shall 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.

18.16. 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.**

18.17. **Force Majure.** Consultant shall not be liable for any damages, delay or failure to perform under this Agreement caused by events or circumstances beyond its reasonable control, including without limitation, an act of God, war, riot, civil commotion, explosion, fire, government action, court order, epidemic, or pandemic**.** Upon the cessation of the Force Majeure Event, the Contractor shall make all commercially reasonable efforts to resume performance as soon as practicable. If the Force Majeure Event continues for a period exceeding ninety (90) days, either Party may elect to terminate this Agreement without further liability, except for obligations that have accrued prior to the occurrence of the Force Majeure Event. Nothing in this clause shall relieve either party of its obligation to use reasonable diligence to mitigate the effects of a Force Majeure Event.

18.18. LIMITATION OF LIABILITY OF INDIVIDUALS. PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

The parties have caused their duly qualified representatives to execute this Agreement on the dates set forth below.

Consultant:

_____
Firm Name

_____
Signature

_____
Print name

_____
Print title

_____
Date

Peace River Manasota Regional Water Supply Authority:

Attest:

_____ _____
Signature Signature

_____ _____
Print name Print name

_____ _____
Print title Print title

_____ _____

Date Date

Approved as to Form:

_____
Legal Counsel

Exhibit A

Hourly Rates for Professionals

The Authority shall pay Consultant and Consultant agrees to accept as full compensation for the Services the hourly rates attached and made part of this exhibit.

Exhibit B
(5 pages)

Consultant's Insurance Requirements and Minimum Limits

19. General Requirements.

19.1. Protection from Claims. Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability (occurrence form), professional liability, and other appropriate insurance, with respect to the Services required hereunder, that will provide protection from the types of claims set forth below which may arise out of or result from Consultant's performance and furnishing of the Services, whether it is to be performed by Consultant or the Subconsultants:

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

19.1.2. Claims for employer's liability, including those arising under Title VII of the Civil Rights Act of 1964 and the Florida Civil Rights Act;

19.1.3. Claims for damages because of bodily injury, sickness or disease, or death to any person other than Consultant's employee;

19.1.4. Claims for damages insured by personal injury liability coverage which are sustained by any person as a result of a negligent or wrongful act or omission of Consultant, or any person employed by or subcontracted to Consultant;

19.1.5. Claims for damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;

19.1.6. Claims for damages because of bodily injury or death of any person, or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned motor vehicle used in connection with the Services, including employee non-Consultant ownership use; and

19.1.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the Consultant ownership, maintenance, operation, use or loading and unloading of any owned, hired, or non-owned aircraft and watercraft used in connection with the Services, including employee non-Consultant ownership use.

19.2. Coverage. The insurance required herein shall include the specific coverage and be written for the limits of liability and coverage provided in paragraph 13 or required by Law, whichever is greater. Where appropriate for the Services being performed, the commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall also include broad form property damage, explosion, collapse, and underground hazard coverage and independent contractor's coverage.

19.3. Contractual Liability Insurance. The commercial (occurrence form) or comprehensive general liability (occurrence form) insurance shall include contractual liability insurance applicable to all of Consultant's obligations under this Agreement that are covered by such insurance.

19.4. Subconsultants. 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 Authority 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 shall be responsible for ensuring that all Subconsultants comply with all the insurance requirements contained herein relative to each such party.

20. Insurance Required and Minimum Limits. Consultant shall purchase and maintain the following specific coverages and minimum limits. All limits shall be per occurrence and in the aggregate combined single limit for all liability, except professional liability coverage which shall be on a claims made basis, with following forms excess or umbrella insurance making up the difference between the policy limits of underlying policies and the total amount of coverage required.

20.1. Liability Insurance

20.1.1. General Liability

a) Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile policies and other appropriate insurance for the services being performed and furnished hereunder which shall provide protection from claims set forth below which may arise out of, or result from Consultant's performance and furnishing of the services and Consultant's other obligations under the Agreement and Assignments issued hereunder.

b) Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and $1,000,000 per occurrence of the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	$1,000,000
Each Occurrence	$1,000,000
Personal Injury/Advertising Injury	$1,000,000
Products Comp/Operations Aggregate	$1,000,000

c) Consultant liability insurance shall include contractual liability coverage sufficient to cover Consultant indemnification obligations under this Agreement. Consultant agrees to pay on behalf of the Authority, and to provide and pay for a defense for all claims covered by Consultant obligations under the indemnification provisions.

20.1.2. Excess or Umbrella Liability. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

20.1.3. Automobile Vehicle Liability.

a) Coverage shall be maintained as to the business use of all its owned, non-owned, leased, employee non-ownership, or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability $1,000,000, Combined Single Limit Each Accident.

b) If Consultant has no owned, non-owned, leased or hired vehicles, a letter from Consultant so stating must be included with the Certificate of Insurance.

20.1.4. 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.

20.2. Workers Compensation Coverage. Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employers' liability limits with minimum limits per accident in accordance with statutory requirements.

20.2.1. Consultant and its Subconsultants shall purchase workers' compensation insurance for all its employees regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their exemptions and purchase the coverage voluntarily. The Authority requires Consultant and all the Subconsultants to voluntarily purchase this coverage.

20.2.2. Consultant and the Subconsultants shall also purchase any other coverages required by law for the benefit of employees.

20.3. Professional Liability/Malpractice/Errors Or Omissions Insurance.

20.3.1. Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000 per occurrence.

20.3.2. 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.

20.3.3. To the extent commercially available, coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

21. Additional Requirements.

21.1. Consultant shall not commence or continue to perform any Services unless Consultant has in full force and effect all required insurance, and until Consultant has delivered to the Authority all insurance certificates required hereunder evidencing the specific insurance coverage required, nor shall any payment for Services performed become due and payable

until Consultant has delivered all such certificates to the Authority. Consultant shall not permit any Subconsultant to perform any portion of the Services unless such Subconsultant has complied with the insurance requirements, including the workers' compensation and general liability insurance requirements, contained herein.

21.2. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. All insurers shall have an "A" policyholder's rating and a financial rating of at least Class IX in accordance with the most current Best's rating. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, a Best's rating or Self-Insurance Fund financial information may be waived.

21.3. As evidence of the insurance coverages required by this Agreement, Consultant shall provide the Authority certificates of insurance evidencing the specific policies issued, the limits of coverage afforded, and the specific endorsement provided.

21.4. All the policies of insurance so required of Consultant, except professional liability and workers' compensation insurance, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, representatives, agents, and volunteers. 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. 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. The cross-liability clause does not increase the limits of liability or aggregate limits of the policy.

21.5. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

21.6. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Further, Consultant acknowledges that any such acceptance by the Authority shall not be deemed to be an acknowledgement that Consultant has satisfied its insurance obligations hereunder. Consultant acknowledges and agrees that the Authority does not in any way represent that the insurance (or the limits of insurance) specified in this paragraph is sufficient or adequate to protect Consultant’s interests or liabilities, but are merely minimums.

21.7. Should any coverage approach expiration during the period in which it is to remain in full force and effect, it shall be renewed by Consultant prior to its expiration, and a certificate of insurance again filed with the Authority at least fourteen (14) days prior to coverage renewal.

21.8. 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 canceled, materially changed, or renewal refused, until at least thirty (30) days prior written notice has been given to the Authority and Consultant by certified mail. Consultant shall give notice to the Authority within (24) hours of any oral or written notice of adverse change, non-renewal, or cancellation.

21.9. Except as provided below in paragraph 21.10 for professional liability insurance, all insurance required hereunder shall remain in full force and effect throughout the entire term of this

Agreement.

21.10. Professional liability insurance shall continue in force for one calendar year following the termination of the Agreement.

21.11. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant as required in this Agreement.

21.12. 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 Authority, its consultants, directors, officers, employees, representative or agents. Nothing contained in these insurance requirements is to be construed as limiting the liability of Consultant or Consultant's insurance carriers. Further, Consultant hereby waives its right of recovery against the Authority with respect to any matter covered by any insurance maintained by Consultant.

Exhibit C: Consultant Request for Qualifications

Peace River Manasota
Regional Water Supply Authority

REQUEST FOR QUALIFICATIONS

for Continuing Service Contracts for 4 Professional Service Categories: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental

RFQ Opening
June 10, 2025 @ 10:00 AM
9415 Town Center Pkwy, Lakewood Ranch, FL 34202

RFQ SUBMITTALS TABULATION SHEET

Company Name	Time Opened
GreenSarce	10:01 Am
Mead & Hunt	10:01 Am
Wright-Pierce	10:02 Am
CFB Surveying	10:02 Am
Ecological Associates	10:03 Am
Florida Technical Consultants	10:03 Am
Black & Veatch	10:04 Am
Environmental Science Associates (ESA)	10:04 Am
Intera	10:07 Am
CPH Consulting	10:10 Am
Aecom	10:11 Am
CJA Engineering	10:11 Am
Freese & Nichols	10:12 Am
CHA Consulting	10:13 Am
Plummer Associates Inc	10:13 Am
Arcadis	10:14 Am

Earth Resources	10:14 Am
Quest Ecology	10:15 Am
IVA Environmental	10:16 AM
Underwater Engineering Services	10:16 Am
ASRus	10:17 Am
Hazen	10:18 Am
Atkins Réal's USA	10:19 Am
Jacobs	10:19 Am
V+A Consulting	10:19 Am
Kimley Horn	10:20 Am
Ardurra	10:21 Am
Veith Engineering + Business Solutions	10:22 Am
Stantec	10:23 Am
Eco Wild Consulting Group	10:23 Am
Carollo	10:24 Am
Respec	10:24 Am
Applied Sciences	10:25 Am
HDR	10:25 Am
Surv Tech	10:25 Am
ELOS Environmental	10:26 Am
Hyatt Surveying	10:27 Am
CDM Smith	10:27 Am
Johnson Engineering	10:28 Am
McKim & Creed	10:28 Am
Wade Trim	10:29 Am

Atwell	10:29Am
DMK Associates.	10:30Am

RFQ Opened By: Ann Lee
Name
Finance & Budget Sr. Manager
Title

Signature

6/10/2025
Date

Witnessed By: Rachel Kersten
Name
Exec. Asst + Agency Clerk
Title

Signature

6/10/25
Date

MEMORANDUM

DATE: May 7, 2025

TO: Ann Lee, Finance & Budget Senior Manager

FROM: Richard Anderson, Executive Director

RE: Request for Statements of Qualifications for Continuing Contracts for Four Professional Services Categories (Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental) - 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
Katie Gilmore	(PRMRWSA)	Committee Member
Jim Guida	(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 May 20, 2025, using "Question re: RFQ for Professional Services Categories" 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 June 10, 2025. The PSEC public meeting to review the submittals will be held at the Authority's Lakewood Ranch Office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202 on June 27, 2025, at 10:00 am Eastern Standard Time.

Peace River Manasota
Regional Water Supply Authority

PROFESSIONAL SERVICES EVALUATION COMMITTEE MEETING

Request for Statements of Qualifications for Continuing Contracts for Four Professional Services Categories (Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental)
June 27, 2025 @ 10:00 AM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

SIGN IN SHEET

Name	Company Name
DAVID BROWN	RESPEC
CHRIS SHARECK	JACOBS
JOE HABER	STANTEC
Ashley Miele	Kimley-Horn
TONY PEREZ	FREESE & NICHOLS
Dale Pearson	"
Andy Franosz	Wade Trim
DHARMIN DESAI	CAROLLO
NICOLE COHEN	CAROLLO
JASON PARRILLO	MEAD & HUNT
JESSICA HUDSON	ATKINS REALIS
Justin Saarinen	CDM Smith
Norman Robertson	Atkins Realis
Ann Lee	PRMRWSA

Peace River Manasota Regional Water Supply Authority
RFQ for Continuing Service Contracts for 4 Professional Services: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental
PSEC Meeting: June 27, 2025 @ 10:00 AM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

		Criteria				Totals	
Consultant	Professional Service Category	1 (Pass/Fail)	2 (40 points)	3 (40 points)	4 (20 points)	(100 points)	Recommended for Contract
Hazen & Sawyer	Engineering	Pass	39	40	19	98	Yes
Ardurra	Engineering	Pass	39	39	19	97	Yes
Kimley Horn	Engineering	Pass	40	39	19	97	Yes
Black & Veatch	Engineering	Pass	39	39	19	97	Yes
Stantec	Engineering	Pass	38	38	19	94	Yes
HDR	Engineering	Pass	38	39	17	94	Yes
Wade Trim	Engineering	Pass	38	38	18	94	Yes
Aecom	Engineering	Pass	37	38	18	92	Yes
Underwater Engineering Services	Engineering	Pass	37	38	17	92	Yes
Carollo	Engineering	Pass	36	36	19	91	Yes
Freese & Nichols	Engineering	Pass	36	37	17	90	Yes
Jacobs	Engineering	Pass	36	36	18	90	Yes
McKim & Creed	Engineering	Pass	35	36	18	89	Yes
CDM Smith	Engineering	Pass	36	36	17	89	Yes
CHA Consulting	Engineering	Pass	36	35	17	88	Yes
Johnson Engineering	Engineering	Pass	36	36	16	87	No
Arcadis	Engineering	Pass	35	34	17	87	No

Mead & Hunt	Engineering	Pass	35	35	16	87	No
Veith Engineering	Engineering	Pass	35	35	17	87	No
Plummer Associates	Engineering	Pass	35	35	17	87	No
V&A Consulting Engineers	Engineering	Pass	34	34	16	84	No
Wright-Pierce	Engineering	Pass	33	34	16	84	No
AtkinsRealis	Engineering	Pass	34	33	15	82	No
DMK Associates	Engineering	Pass	34	33	14	81	No
Applied Sciences	Engineering	Pass	32	32	16	80	No
Florida Technical Consultants LLC	Engineering	Pass	32	34	14	80	No
RESPEC	Engineering	Pass	32	31	17	80	No
LJA Engineering	Engineering	Pass	30	32	15	77	No
CPH Consulting	Engineering	Pass	28	32	14	75	No

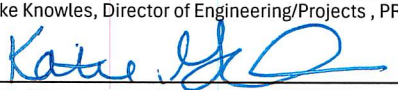
Criteria:

1 Firm Profile, Responsibility & Min. Requirements
2 Project Team
3 Experience & Reference Projects
4 Management Approach

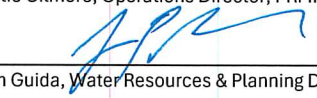
Member Signatures:



Mike Knowles, Director of Engineering/Projects , PRMRWSA (Chair)



Katie Gilmore, Operations Director, PRMRWSA



Jim Guida, Water Resources & Planning Director, PRMRWSA

Peace River Manasota Regional Water Supply Authority
RFQ for Continuing Service Contracts for 4 Professional Services: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental
PSEC Meeting: June 27, 2025 @ 10:00 AM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

		Criteria				Totals	
Consultant	Professional Service Category	1 (Pass/Fail)	2 (40 points)	3 (40 points)	4 (20 points)	(100 points)	Recommended for Contract
Hyatt Surveying	Surveying	Pass	39	38	18	95	Yes
McKim & Creed	Surveying	Pass	38	38	19	95	Yes
Ardurra	Surveying	Pass	38	39	18	95	Yes
Johnson Engineering	Surveying	Pass	38	38	18	94	Yes
Stantec	Surveying	Pass	38	38	18	94	Yes
SurvTech Solutions	Surveying	Pass	37	37	18	92	Yes
V&A Consulting Engineers	Surveying	Pass	37	38	17	92	Yes
CPH Consulting	Surveying	Pass	34	36	17	87	No
CFB Surveying	Surveying	Pass	34	36	17	87	No
LJA Engineering	Surveying	Pass	34	34	17	85	No

Criteria:
1 Firm Profile, Responsibility & Min. Requirements
2 Project Team
3 Experience & Reference Projects
4 Management Approach

Member Signatures:

Mike Knowles, Director of Engineering/Projects , PRMRWSA (Chair)

Katie Gilmore, Operations Director, PRMRWSA

Jim Guida, Water Resources & Planning Director, PRMRWSA

Peace River Manasota Regional Water Supply Authority
RFQ for Continuing Service Contracts for 4 Professional Services: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental
PSEC Meeting: June 27, 2025 @ 10:00 AM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

		Criteria				Totals	
Consultant	**Professional Service Category**	**1 (Pass/Fail)**	**2 (40 points)**	**3 (40 points)**	**4 (20 points)**	**(100 points)**	**Recommended for Contract**
ASRus LLC	Hydrologic/Hydrogeologic	Pass	40	39	19	97	Yes
Stantec	Hydrologic/Hydrogeologic	Pass	39	39	19	96	Yes
RESPEC	Hydrologic/Hydrogeologic	Pass	39	38	18	95	Yes
Jacobs	Hydrologic/Hydrogeologic	Pass	38	37	18	93	Yes
Kimley Horn	Hydrologic/Hydrogeologic	Pass	35	35	17	87	Yes
Black & Veatch	Hydrologic/Hydrogeologic	Pass	35	35	16	86	Yes
Intera	Hydrologic/Hydrogeologic	Pass	33	33	16	82	No
Johnson Engineering	Hydrologic/Hydrogeologic	Pass	30	34	17	81	No
HDR	Hydrologic/Hydrogeologic	Pass	33	33	14	80	No

Criteria:
1 Firm Profile, Responsibility & Min. Requirements
2 Project Team
3 Experience & Reference Projects
4 Management Approach

Member Signatures:

Mike Knowles, Director of Engineering/Projects , PRMRWSA (Chair)

Katie Gilmore, Operations Director, PRMRWSA

Jim Guida, Water Resources & Planning Director, PRMRWSA

Peace River Manasota Regional Water Supply Authority
RFQ for Continuing Service Contracts for 4 Professional Services: Engineering, Surveying, Hydrologic/Hydrogeologic, Environmental
PSEC Meeting: June 27, 2025 @ 10:00 AM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

		Criteria				Totals	
Consultant	Professional Service Category	1 (Pass/Fail)	2 (40 points)	3 (40 points)	4 (20 points)	(100 points)	Recommended for Contract
Environmental Science Associates	Environmental	Pass	39	39	19	97	Yes
GreenSource Environmental	Environmental	Pass	38	38	18	94	Yes
Earth Resources Consulting Scientists	Environmental	Pass	37	38	18	93	Yes
Stantec	Environmental	Pass	38	37	18	92	Yes
Ardurra	Environmental	Pass	37	36	18	91	Yes
Quest Ecology	Environmental	Pass	38	36	17	90	Yes
Johnson Engineering	Environmental	Pass	37	37	16	90	Yes
Kimley Horn	Environmental	Pass	36	35	17	88	Yes
Black & Veatch	Environmental	Pass	35	35	17	87	Yes
Jacobs	Environmental	Pass	35	34	17	86	No
AtkinsRealis	Environmental	Pass	35	35	15	86	No
CDM Smith	Environmental	Pass	34	35	16	85	No
Aecom	Environmental	Pass	35	35	15	85	No
IVA Environmental Services	Environmental	Pass	33	34	15	83	No
EcoWild Consulting Group	Environmental	Pass	31	35	15	81	No
Freese & Nichols	Environmental	Pass	31	33	16	80	No
Ecological Associates Inc	Environmental	Pass	31	31	15	77	No
CPH Consulting	Environmental	Pass	32	29	12	74	No

Criteria:
1 Firm Profile, Responsibility & Min. Requirements
2 Project Team
3 Experience & Reference Projects
4 Management Approach

Member Signatures:

Mike Knowles, Director of Engineering/Projects , PRMRWSA (Chair)

Katie Gilmore, Operations Director, PRMRWSA

Jim Guida, Water Resources & Planning Director, PRMRWSA

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

NOTICE OF INTENDED DECISION FOR AWARD OF CONTINUING CONTRACTS FOR FOUR PROFESSIONAL SERVICES CATEGORIES

Recommended Action - Approve the Professional Services Evaluation Committee (PSEC) rankings and recommendations for each professional services category and award Continuing Services Agreements for Professional Services to each respective firm at the Authority Board meeting on August 6, 2025.

In accordance with the Authority's Procurement Policy, Statements of Qualifications (SOQ) were requested from firms in each of four professional services categories: Engineering, Surveying, Hydrologic/Hydrogeologic, and Environmental, for the purpose of providing professional services for various projects as needed under continuing contracts.

On June 27, 2025, the Authority's Professional Services Evaluation Committee (PSEC) members held a public meeting to discuss the responsive and responsible SOQ responses and provide their scores for each submittal per professional service category according to the criteria contained in the RFQ solicitation. The results of the PSEC ranking and recommended list of firms per category for the as-needed library are shown in the tables below:

PROFESSIONAL ENGINEERING SERVICES

Firms (listed alphabetically)	**Office Location**
AECOM Technical Services, Inc	Fort Myers, FL
Arcadis U.S., Inc.	Tampa, FL
Ardurra Group, Inc.	Sarasota, FL
Black & Veatch	Tampa, FL
Carollo Engineers, Inc.	Sarasota, FL
CDM Smith, Inc.	Sarasota, FL
CHA Consulting, Inc.	Tampa, FL
Freese & Nichols, Inc.	Tampa, FL
Hazen and Sawyer	Sarasota, FL
HDR Engineering, Inc.	Sarasota, FL
Jacobs Engineering Group Inc.	Sarasota, FL
Johnson Engineering, LLC	Port Charlotte, FL

PROFESSIONAL ENGINEERING SERVICES CONT.

Kimley-Horn and Associates, Inc.	Sarasota, FL
McKim & Creed, Inc.	Sarasota, FL
Mead & Hunt, Inc.	Tampa, FL
Plummer Associates, Inc.	Tampa, FL
Stantec Consulting Services Inc.	Sarasota, FL
Underwater Engineering Services, Inc. (UESI)	Fort Pierce, FL
Veith Engineering & Business Solutions, LLC	Sarasota, FL
Wade Trim, Inc.	Tampa, FL

PROFESSIONAL SURVEYING SERVICES

Firms (listed alphabetically)	**Office Location**
Ardurra Group, Inc.	Sarasota, FL
Hyatt Survey Services, Inc.	Bradenton, FL
Johnson Engineering, LLC	Port Charlotte, FL
McKim & Creed, Inc.	Sarasota, FL
Stantec Consulting Services Inc.	Sarasota, FL
SurvTech Solutions, Inc.	Tampa, FL
V&A Consulting Engineers, Inc. (V&A)	Lakewood Ranch, FL

PROFESSIONAL HYDROLOGIC/HYDROGEOLOGIC SERVICES

Firms (listed alphabetically)	**Office Location**
ASRUS, LLC	Tampa, FL
Black & Veatch	Tampa, FL
Jacobs Engineering Group Inc.	Sarasota, FL
Kimley-Horn and Associates, Inc.	Sarasota, FL
RESPEC Company, LLC	Sarasota, FL
Stantec Consulting Services Inc.	Sarasota, FL

PROFESSIONAL ENVIRONMENTAL SERVICES

Firms (listed alphabetically)	Office Location
Ardurra Group, Inc.	Sarasota, FL
Black & Veatch	Tampa, FL
Earth Resources, Inc.	Tampa, FL
Environmental Science Associates	Tampa, FL
GreenSource Environmental Professionals, Inc.	Tampa, FL
Johnson Engineering, LLC	Port Charlotte, FL
Kimley-Horn and Associates, Inc.	Sarasota, FL
Quest Ecology, Inc.	Wimauma, FL
Stantec Consulting Services Inc.	Sarasota, FL

Staff recommend that the Authority Board of Directors approve the PSEC rankings and recommendations for each professional services category as outlined below and authorize the Executive Director to execute a Continuing Services Agreement for Professional Services with each respective firm, contingent on review by Authority General Counsel.

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 on the Authority website:
July 8, 2025

TAB B
Statements of Qualifications – Electronic Format (43)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 10

Purchase of Replacement Dry Polymer Systems for Plants 1 & 2

Recommended Action -

Motion to approve and authorize the Executive Director to execute a purchase order in the amount of $366,000 to Moss Kelly/MKI Services for the purchase of two dry polymer systems to serve Plants 1 and 2.

The Authority uses dry polymer as a coagulant aid in the surface water treatment process. The current dry polymer systems serving Plants 1 & 2, manufactured by UGSI Chemical Feed, were installed when Plant 2 was put online in the year 2000. They are 25 years old and have performed well with only common maintenance issues during this time. After 25 years of service most of the parts are obsolete due to upgrades in the system, and repair parts are difficult to obtain. To keep Plants 1 & 2 running smoothly it is necessary to replace the aging dry polymer systems.

Direct replacement of the systems is recommended since they will fit into the space available and can be set up without modifications to the building and feed pumps. The UGSI System will not require modification of the electrical service in the polymer building that would be costly and labor intensive to reconfigure. Other systems would require 480vac due to different mixing methods and motor sizes. The upgraded UGSI System will fit into the current footprint and use the same available power already in place saving time, money, and manpower during the installation.

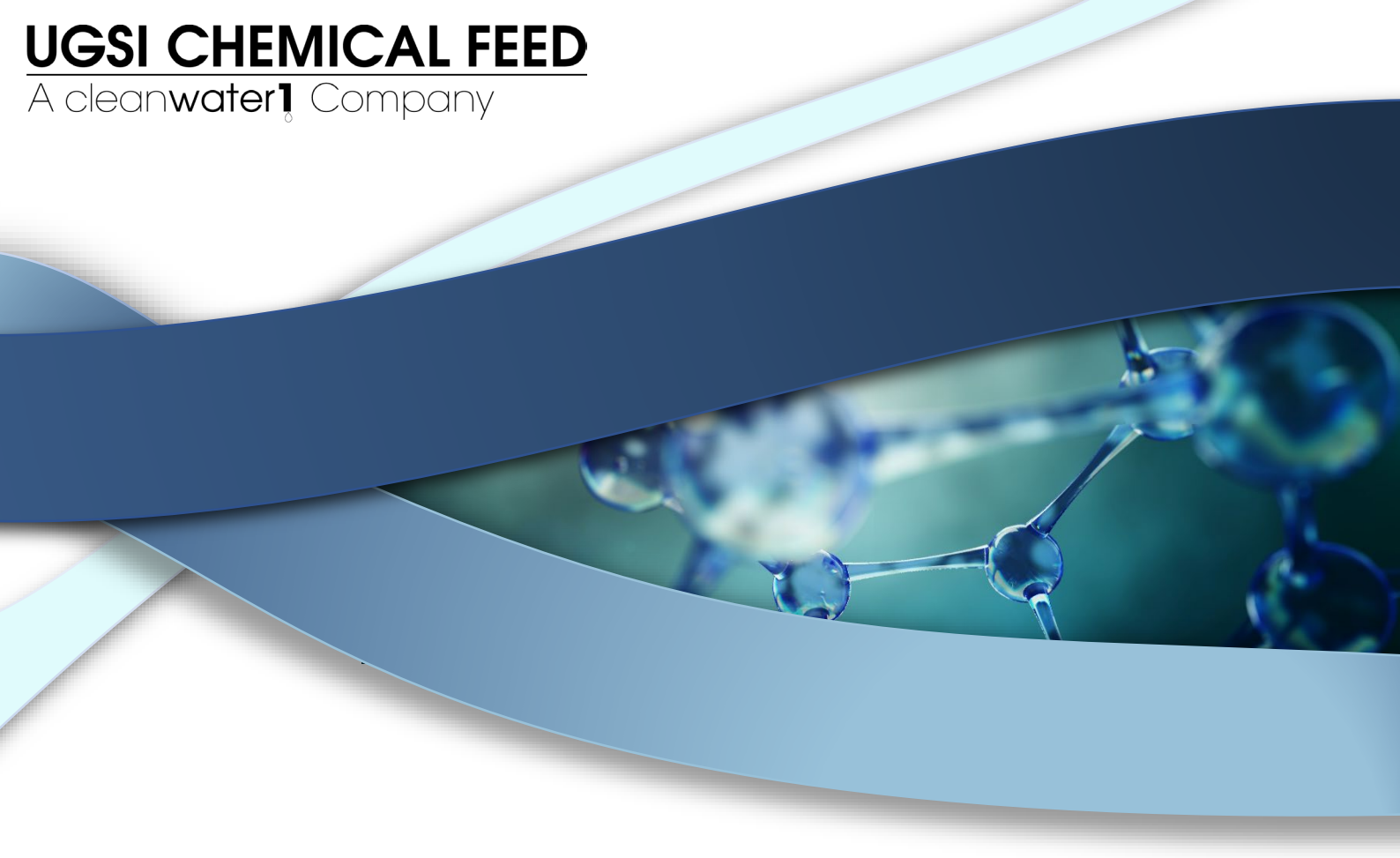
The Authority solicited a quote from Moss-Kelly/MKI Services, the authorized area representative of UGSI Chemical Feed for this sole source replacement at a cost of $183,000 each for a total cost of $366,000. Funds for this item are available in the Authority's 2025 R&R budget.

Budget Action: No action needed

Attachments:
Tab A DP Polyblend Polymer Blending System Proposal
Tab B Sole Source Procurement Justification

TAB A
DP Polyblend Polymer Blending System Proposal

UGSI CHEMICAL FEED
A cleanwater1 Company



BUDGET PROPOSAL

DP POLYBLEND POLYMER BLENDING SYSTEM
For
Peace River Manasota FL - Dry Replacement DP

UGSI Chemical Feed,
Inc. File No.:
202504-42959-2

Prepared on: 05/29/2025

SALES REPRESENTATIVE

Moss-Kelley, Inc.
Ben McDorman
7284 W.Palmetto Park Road
Suite 304,
Boca Raton, FL 33433
Tel: (954) 755-2092
Email: wbm@mosskelley.com

Note: Picture may not exactly match proposed equipment

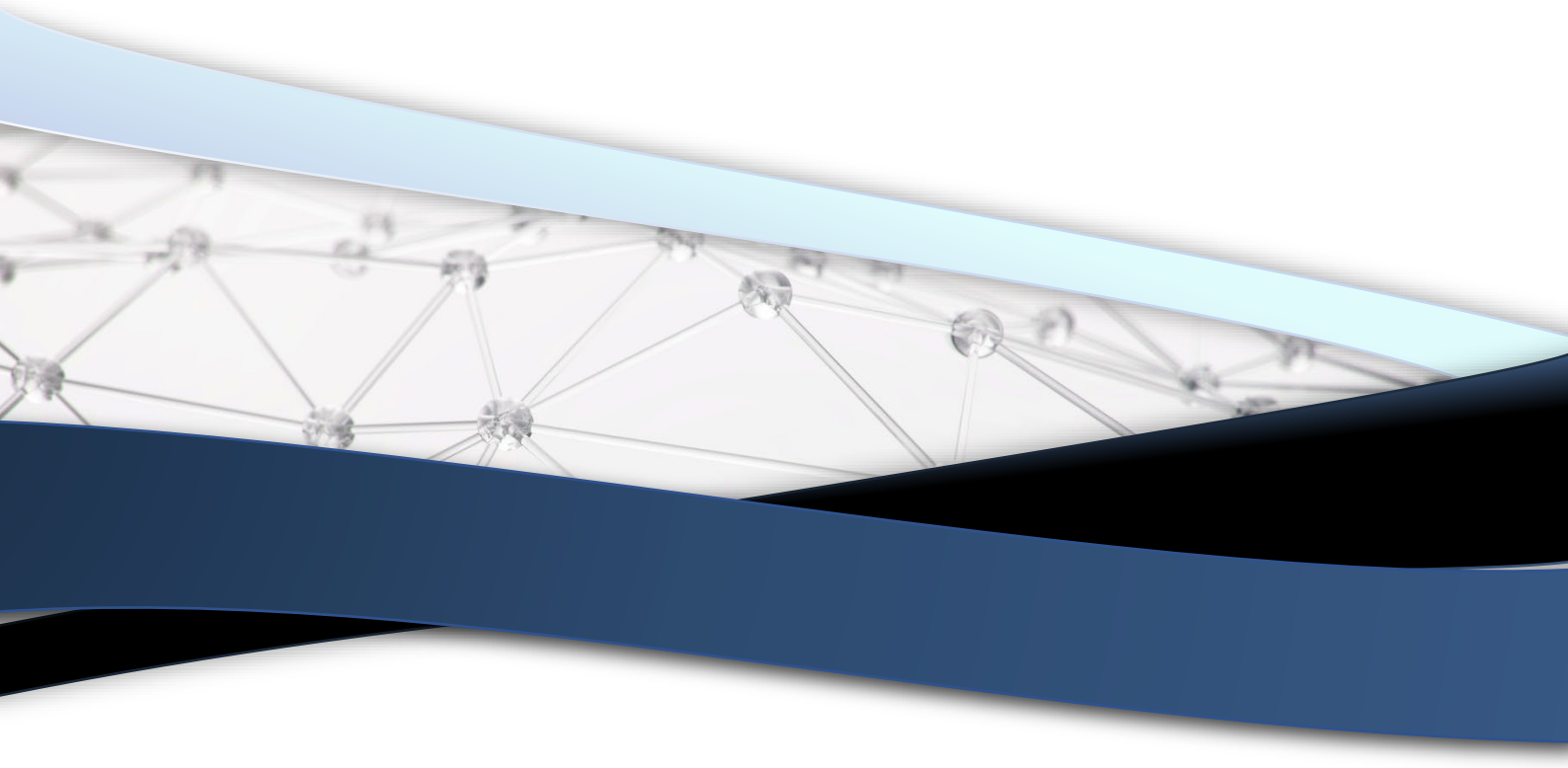
TABLE OF CONTENTS

Cover Letter

Section 1 Commercial Proposal

Section 2 Technical Information

Section 3 Brochure



IMPORTANT NOTICE: All the information in this Proposal is confidential and has been prepared for Buyer's use solely in considering the purchase of the Equipment described. Transmission of all or any part of this Proposal to others or use by Buyer for other purposes is unauthorized without Seller's advance written consent.

UGSI Chemical Feed, Inc. is part of the Cleanwater1 family of companies, which includes PSI, PAX and VeloDyne.

5/29/2025

To whom it may concern:

Re: Polymer Feed System for Peace River Manasota FL - Dry Replacement DP
UGSI Chemical Feed, Inc. File No.: 202504-42959-2

Thank you for your interest in UGSI Chemical Feed, Inc. Per the request of our representative, Ben McDorman at Moss-Kelley, Inc., we have prepared this firm proposal for providing one (1) DP500 Polymer Feed System for Peace River Manasota. The proposed unit is identical to the existing equipment with customization as requested..

Our polymer feed system is an integrated equipment package. It consists of a dry polymer storage hopper, volumetric feeder, polymer disperser, mix tank, hold tank, piping, valves, instrumentation and controls and final feed pump post-dilution skids to make a complete and functional system.

Each system is pre-assembled, piped, wired, and factory tested to facilitate installation and start-up at the jobsite. Installation at the jobsite is limited to interconnecting piping and wiring. The major system components are as follows:

Dry Polymer feed skid
Mix Tank
FRP NEMA 4X Electrical Control Panel
Feed Pump Skids
Instrumentation and Miscellaneous Accessories

System Features & Advantages

The UGSI chemical Feed, Inc. Dynajet™ Dry Polymer Feed System incorporates many features and advantages, including:
Dispersing polymer prior to wetting
High energy non-mechanical wetting head
Reliable performance and robust construction reduce operator attention and lowers maintenance costs
Pre-assembled, piped, wired, and tested at the factory prior to shipment
Delivered and installed quickly, with minimum construction and installation cost and time
Proven track record supported by years of successful operational experience

We have attached our detailed scope of work in section 1, technical proposal in section 2, and equipment specifications in section 3. Section 4 includes our brochure.

We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact our sales representative, Ben McDorman of Moss-Kelley Inc. at (407) 805-0063, or me at (941) 757-7201.

Sincerely,
Brett McQuade
Regional Product Manager

Cc: Michael Snuffin, UGSI Chemical Feed, Inc.
Krunal Parmar, UGSI Chemical Feed, Inc.

SECTION 1

COMMERCIAL PROPOSAL
Dynajet™ Dry Polymer Feed System

- Scope of Work by UGSI Chemical Feed, Inc.
- Specification Clarifications and Deviations
- Scope of Work by Buyer
- Shipping Information
- Schedule
- Proposal Validity
- Payment Terms
- Taxes
- Warranty
- Terms and Conditions
- Proposal Acceptance



SCOPE OF WORK BY UGSI CHEMICAL FEED, INC. ('SELLER")

The following equipment and services are included in Seller's scope of work. All equipment will be manufactured in accordance with Seller's standard equipment specifications and installed in a non-hazardous area.

No.	Item Description	Qty.
1.	**Skid-Mounted, Pre-assembled, Piped, and Wired, Factory-Tested DP500 Dry Polymer System** including: • 2.5 Ft³ 304 SS Hopper with Bindacator Switch • Gasketed Removeable Flat Lid Assembly ▪ Volumetric Feeder with 0.9 Cubic Feet Integral Hopper ▪ High-Energy Wetting Bowl Assembly with 1 HP TENV Motor ▪ Acrylic Wetting Interface ▪ Volumetric Feeder Isolation Plunger ▪ Pneumatic Water On/Off Control Valve ▪ Pneumatic Polymer Slurry Isolation Valve ▪ Constant Flow Control Valve ▪ Water and Compressed Air Pressure Gauges ▪ Water Differential Pressure Gauge/Switch ▪ Water Pressure Switch ▪ Compressed Air Pressure Switch ▪ FRP NEMA 4X Junction Box ▪ Stainless Steel Open Frame Equipment Skid with Integral Anchor Lugs ▪ Compressed air supplied by customer ▪ Electronic Hi Accuracy Volumetric Feeder Scale, 1000 lb Capacity24" x 24" Tuf-Coat Steel Platform, (4) Shear Beam Load Cells, J40 Summing Box. ▪ Auto Refill Control Option for Wizard 4000, Full and Semi-Auto Modes, Control Relay, Emergency Stop Switch (per channel), includes (1) 4-20mA Output	2.0
2.	**SS 160-Gallon Mix Tank**, including: ▪ Low-Energy Mixer with Hollow-Wing Impeller, Gear Reducer, and 1.5 HP TEFC Motor ▪ 316 stainless steel hollow blade impeller and shaft ▪ Conductivity Level Probes ▪ Dump Valve ▪ Overflow Float Switch	2.0
3.	**SS 160-Gallon Hold Tank**, including: ▪ Float Switches (High, Low) ▪ Overflow Float Level Switch ▪ Bottom tank shall extend 6” wider than the top tank on the left and right hand side to provided ease of access for cleaning.	2.0
4.	**Tank Mounted Control Panel including:**	2.0

No.	Item Description	Qty.
	• NEMA 4X Enclosure – FRP Construction • Door Mounted Fused Power Disconnect • Control Power Transformer • Motor Protectors for DD4 Disperser and Tank Mixer Motors • Allen Bradley CompactLogix PLC with Ethernet Communications • 7 Inch Color Touchscreen HMI • Unmanaged Ethernet switch for SCADA interface • SCR Control for Volumetric Feeder • Relays, Terminals and Fuses • Light for Power Available • Emergency Stop Pushbutton • Ethernet Communications • 208/60/3	

Price **$366,000.00**

SCOPE OF WORK BY BUYER

1. Equipment unloading and installation.
2. Chemical supply.
3. All civil works and concrete pad for equipment.
4. Anchor bolts & anchorage calculations.
5. Electric power to control panel as specified above in scope of supply.
6. All interconnecting piping, including from neat polymer storage to pump suction and from polymer feed system to point of application.
7. Water supply piping water connection – 25-50 psid at capacity specified above in scope of supply above.
8. Valves, fittings, appurtenances not specifically listed under Scope of supply by UGSI Chemical Feed, Inc.
9. Remote installation of control panel and interconnecting wiring from remote-mounted control panel to junction box, etc.
10. All Electrical conduit, wiring, electrical material, etc. from control panel to plant SCADA, etc.
11. Decks, stairs and mezzanines not specifically listed under Scope of Supply by UGSI Chemical Feed, Inc.
12. Room ventilation, air conditioning or lightning.
13. Videotaping {unless a videotape agreement is signed.
14. Any translation services for documents or operator training.
15. Equipment handling at port of entry, including any customs duties/fees, port charges, federal, state or local taxes.
16. All taxes, fees, duties, tariffs, and other customs clearance costs, lien waivers, bonds and licenses.
17. Any items not explicitly listed under Scope of Supply by UGSI Chemical Feed, Inc.

SPECIFICATION CLARIFICATIONS AND DEVIATIONS

Specification Section	Item	Explanation

MANUFACTURER'S SERVICES

UGSI Chemical Feed, Inc. will provide 1 trip/ 1 days for Installation Inspection, System Start-up, and Operator Training.

FIELD SERVICES

Should additional services be required for work beyond Seller's Scope of Work, Buyer may purchase such services from Seller at a standard rate of $1,800 per eight (8) hour day. For international sale, please consult factory if any field services are required beyond Seller's Scope of Work.

DESIGN SUBMITTALS AND OPERATION & MAINTENANCE MANUALS AS FOLLOWS (English Only)

Submittals:	Electronic Copy (s)	(Three)	Hard Copy(s)	(One)
O&M Manuals:	Electronic Copy (s)	(Three)	Hard Copy(s)	(Three)

SHIPPING TERMS

FOB Destination: Full freight allowed to project site.

SHIPPING INFORMATION

Shipping Dimensions: TBD
Estimated Shipping Weight: TBD

SCHEDULE

As part of any binding Agreement that results from this proposal, Seller and Buyer shall mutually agree upon a production and delivery schedule (not to exceed the outside delivery date stated below). Our normal lead time for this type of equipment is:

Design Submittal (if required):	6-8 weeks after receipt of a fully executed purchase order
Equipment Shipment:	12-14 weeks after seller's written receipt of submittal approval and release for fabrication

PROPOSAL VALIDITY

Seller's price will be held valid for a period of 90 days from the date of this proposal. Seller shall have the right to reprice this proposal if the Buyer's order is received more than 90 days beyond the Proposal Date or delivery more than 365 days after commercial agreement. Prices are in US Dollars.

PAYMENT TERMS

Subject to prior credit approval, the terms of payment are:
20% Upon Approved Submittals, Net 45
20% Upon Release for Manufacturing, Net 45
60% Upon Delivery, Net 45

TAXES

Seller's Proposal does not include any sales, use, federal, state, local, excise, or other similar taxes or duties unless expressly stated in this quotation. All applicable taxes shall be paid by Buyer. Upon acceptance of an order by Seller, Buyer shall provide a resale certificate or tax exemption certificate, whichever is applicable to Seller.

WARRANTY TERM

The Warranty Period is one (1) year from initial operation or 18 months from shipment, whichever occurs first, and is subject to the Standard Terms of Sale referenced in this Proposal.

TERMS AND CONDITIONS

Link to Sellers Standards Terms of Sale below, incorporated herein by this reference, will apply to any order resulting from this Proposal and are factored into the purchase price set forth in this Proposal.

https://cleanwater1.com/hubfs/UGSIChemFeedTandCsRev.19.01.10.pdf

PROPOSAL ACCEPTANCE

An authorized signature indicates Buyer's acceptance of this proposal, including without limitation Seller's Terms and Conditions, reference above, and the following notes:

1. UGSI Chemical Feed, Inc. (Seller) proposes to furnish to the addressee named above (Buyer) the goods and services, if any, set forth above. Any items not shown above as detailed under 'SCOPE OF SUPPLY BY UGSI CHEMICAL FEED, INC.' are EXCLUDED. In addition:
    i. Seller's price will be held valid for the listed under 'PROPOSAL VALIDITY'. Seller shall have the right to reprice this proposal if the Buyer's order is received after the period listed under 'PROPOSAL VALIDITY'.
    ii. Prices are in US Dollars.
2. This proposal by Seller is contingent upon: (i) Seller's written acceptance of the signed proposal, a purchase order, or other document issued by the Buyer in response to this proposal; and (ii) Buyer's assent to the terms and conditions referenced and included in this proposal, such terms to take precedence in the event of conflict with any other terms or documents incorporated into the contract arising out of this proposal unless otherwise agreed in a writing, signed by "Seller"; and (iii) satisfactory completion of an anti-corruption due diligence review, if applicable.
3. All of the information supplied by Seller in connection with this proposal (including drawings, designs and specifications) (the "Information") is confidential and/or proprietary and has been prepared for Buyer's use solely in evaluating the purchase of the equipment and/or services described herein. Transmission of all or any part of the information to others, or use by Buyer for any purpose other than such evaluation, is expressly prohibited without Seller's prior written consent.
4. Please return a signed copy of this proposal or address and send your purchase order to:

UGSI Chemical Feed, Inc.
1901 West Garden Road
Vineland, NJ 08360
Attn: Debbie Petsch
Phone: (856) 896-2174
Fax: (856) 457-5920
E-mail: dpetsch@cleanwater1.com

Thank you for your interest in UGSI Chemical Feed, Inc. We are committed to meeting your expectations.

UGSI Chemical Feed, Inc. File No.: 202504-42959-2

Signature:_____

Name: _____

Company:_____

Date:_____

SECTION 2

TECHNICAL INFORMATION
Dynajet™ Polymer Feed System

- Process Design Criteria
- Process Description
- Major System Components
- System Features & Advantages
- Utility and Connection Requirements



A. PROCESS DESIGN CRITERIA

Design Criteria

Water Supply	75.7-113.6 LPM (20-30 GPM)
Tank Size	605.7 L (160 USG)
*Polymer Feed	Up to 9.1 kg (20 lbs)/hr dry poly- mer based on a 0.75% solution and two batches per hour

Based on 100% active polymer and 50 lbs/ft^3 polymer density

B. PROCESS DESCRIPTION

PolyBlend® Polymer Feed Systems are designed to prepare and deliver a homogeneous polymer solution to a process application point or intermediate storage tank through a batch operation. The system is designed to handle new polymer developments, ultra-high molecular weights, different charge densities, and even totally new chemistries.

Our proprietary designs use mechanical mixing energy for optimum initial wetting followed by dissolution to achieve full polymer activation and provide maximum economy and value in the use of polymers. Sufficient mixing and wetting energy intensity are created and controlled in the DD4 dry polymer disperser through mechanical mixing. As polymer and water are introduced into wetting bowl, the high-energy agitation created by the motor-driven impeller ensures proper activation during initial wetting of the polymer and prevents fisheye formation (Fig.1). The solution shall undergo a tapered mixing intensity slope as it exits the impeller housing and passes into the mix tank.

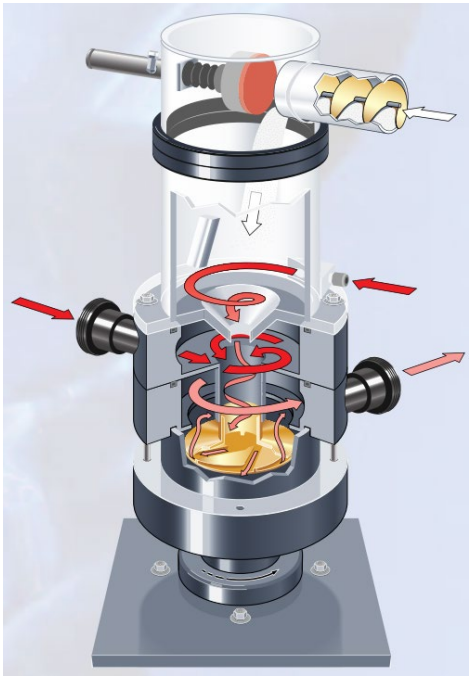


Figure 1. Crucial initial wetting occurs in the disperser where polymer and water are subjected to high energy created by mechanical mixing. The dry polymer is accurately metered into the high-energy mix chamber and is properly activated with water.

The second stage in the mix tank offers uniform and low-shear mixing for dissolution to minimize polymer fracture. The hydraulics of the system make the ”hollow wing” impeller act like a pump, continuously moving the solution vertically as well as horizontally (Fig. 2). The tank is specifically designed as a square, further contributing to uniformity of the mixing energy and eliminating the potential for broken polymer chains or a damaging vortex.

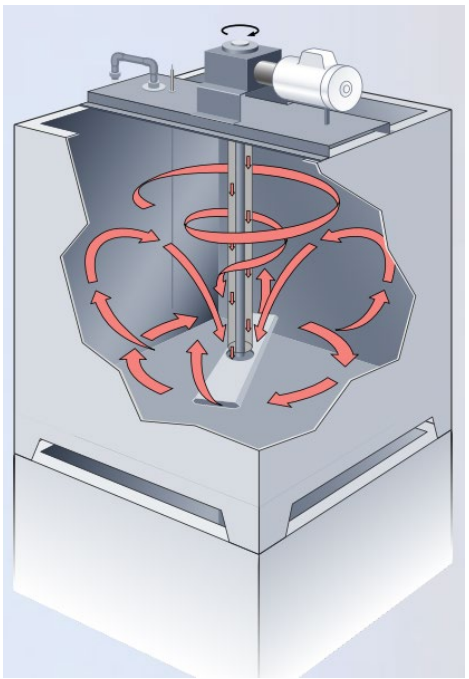


Figure 2. The rotating impeller is a “hollow wing”, the length of which is over half the width of the tank.

Once initiated by either a local switch or a remote contact, the PolyBlend® system opens a ball valve that allows water to flow through the unit. Once proper water flow is detected, the mixing impeller starts. After a brief delay the isolation plunger is then actuated and a variable-speed volumetric feeder accurately meters dry polymer into the wetting bowl. Solution concentration is determined through adjustments to the dry polymer feed rate, which is controlled by manual adjustment or by a 4-20 mA input signal, depending on the control strategy. If water flow is interrupted, the unit ceases operation until proper flow is restored.

After completing a mixing cycle in the mix tank, the now homogenous polymer solution is ready for transfer to the hold tank until further dilution, if required by process demands, prior to being fed to the process application point.

C. MAJOR SYSTEM COMPONENTS

The PolyBlend® Polymer Feed System is completely pre-assembled, piped, wired and factory tested prior to shipping to the job site. Following are the major system components. **Additional details are provided in the attached equipment specifications**.

1. DD4 Dry Polymer Disperser

The dry polymer is loaded into a hopper. Polymer and water are introduced into a wetting bowl and impeller assembly specifically designed for initial wetting. The point of initial polymer/water contact is visible to the operator through a clear, acrylic interface. Impeller speed shall be 3,450 rpm in order to provide sufficient mixing energy for successful dispersion of individual polymer particles.

Dry Polymer Hopper and Feeder

Parameter	Value
Construction	Stainless Steel
Feeder Type	Volumetric
Feeder Loading Method	Manual
Screw Diameter, in	1.5
Maximum Capacity, lbs/min	5
Drive Type	Direct
Drive Motor	1/6 HP, TEFC
Power Requirements	90VDC

Water Control Valves

Parameter	Value
Valve Type	Ball
Quantity	2
Actuator Type	Pneumatic
Air Requirement (per valve)	35-50 psi

Wetting Bowl and Impeller Assembly

Parameter	Value
Construction	Acrylic, Stainless Steel
Impeller Type	Brass
Impeller Speed, RPM	3,450
Water Requirement, gal/min	50
Drive Type	Direct
Drive Motor	1 HP, TENV, Washdown Duty
Power Requirements	208V/3Ph/60Hz

1. Mix Age Tanks

The rotating impeller in the mix tank is a patented “hollow-wing” design and the diameter is greater than 60% of the tank diameter to create the most uniform mixing environment. The low-energy mixing continuously and uniformly moves the solution vertically and horizontally resulting in no broken polymer chains.

Instrumentation provided for the mix tank includes conductivity level probes (high, low, reference) and an overflow float-type level switch.

Parameter	Value
Construction	stainless steel
Capacity, gal	160
Mixer Impeller Type	Hollow-Wing
Mixer Impeller Speed, rpm	115
Drive Type	Gear
Drive Motor	1-1/2 HP, TEFC, Washdown Duty, 1725 RPM
Power Requirements	208V/3Ph/60Hz

2. Electrical Control Panel

The PolyBlend® Polymer Feed System includes a complete pre-wired electrical control system. It will be necessary for the installer to provide interconnecting wiring and conduit between the electrical control panel and the junction box provided with the DD4 dry polymer disperser. If the controls are remote

mounted, a second junction box is provided.

The power supply necessary is 208 VAC, 3 Ph, 60 Hz.

The electrical control system, as a minimum, shall include the following interface:

- Programmable Logic Controller with HMI
- Manual or Setpoint Adjustment for Polymer Concentration
- “On-Off-Remote” circuit
- “Concentration Setpoint” display
- “Runtime Totalizer” display
- “Actuated Valve Status” display
- “Wetting Bowl Mixer Motor Status” display
- “Low Speed Mixer Motor Status” display
- “Loss of Water Flow Alarm” display
- “Wetting Bowl Mixer Motor Overload” display
- Remote Start contact
- “Polymer Feed Rate” output signal
- “System in Remote” output contact
- “System Running” output contact
- “Loss of Water Flow” output contact
- “System Alarm” output contact
- Weigh Scale 4-20 ma output signal

3. Instrumentation and Miscellaneous Accessories

The polymer feed system shall include the following instrumentation and accessories:

- Water pressure gauge
- Compressed air pressure gauge
- Water flow regulator
- Water differential pressure switch
- Water pressure switch
- Compressed air pressure switch
- FNPT solution output connections
- Stainless steel open frame equipment skid with integral anchor lugs

D. SYSTEM FEATURES & ADVANTAGES

The PolyBlend® Polymer Feed System offers maximum value measured by performance and reliability as well as capital, installation, maintenance, and operating costs. This is illustrated by the following system advantages:

1. Superior Polymer Activation

The mechanical mixing provided in both the wetting bowl assembly and the mix tank provides higher activity polymer solution than processes utilizing hydraulic mixing. Polymer activation is further increased relative to other by applying two unique mixing stages. The motor-driven impeller on the first stage creates high enough mixing energy to ensure prevention of fisheye formation. Mixing intensity decreases as the solution enters the second-stage mix tank for longer, low-energy mixing, enhancing dissolution while reducing splintering of the long polymer molecular chains. The better activity of the polymer solution means substantially lower polymer consumption than hydraulic (non-mechanical) and single-stage mixing type polymer feed systems, and a reduction in chemical use and cost in the process.

2. Open Frame Equipment Skid

Each complete DD4 dry polymer disperser is skid-mounted. The type 304 stainless steel skid construction provides superior structural strength, chemical compatibility, and corrosion resistance. Use of an open frame design for the skid and a simple equipment layout facilitates access to each system component from multiple sides for easy inspection and maintenance. Custom-design skid configurations and equipment layouts are available.

3. Reliable Performance and Robust Construction

The robust construction of the PolyBlend® Polymer Feed System allows the feed, dilution, and mixing components to be subjected to minimum stress, lowering the maintenance requirements.

4. Factory Tested

Each complete system is pre-assembled, piped, and wired at the factory, allowing for thorough factory testing of not just each component, but of the entire system prior to shipment. At a minimum, a factory quality technician shall operate the dry polymer feeder, verify calibrations for the flow regulator, pressure gauges, and other instrumentation, and test the complete control system prior to running the unit in automatic mode.

5. Minimum Installation Cost and Time

Most parts for the PolyBlend® DP Series Polymer Feed Systems are inventoried at the factory, reducing lead times for shipment in some cases. By skid-mounting the DD4 dry polymer disperser, installation is quick and straightforward, with minimum time and cost. Water line, dry polymer, activated polymer solution, and electrical connections are all predetermined and are clearly indicated. Onsite construction is limited to providing a concrete equipment pad to mount the system to and completing the system connections.

6. Proven Track Record

The PolyBlend® Polymer Feed System has been available for over three decades. This system is a fully-developed, mature product supported by an extensive list of successful installations.

E. UTILITY AND CONNECTION REQUIREMENTS

Utility and connection requirements for PolyBlend® Polymer Feed System are as follows:

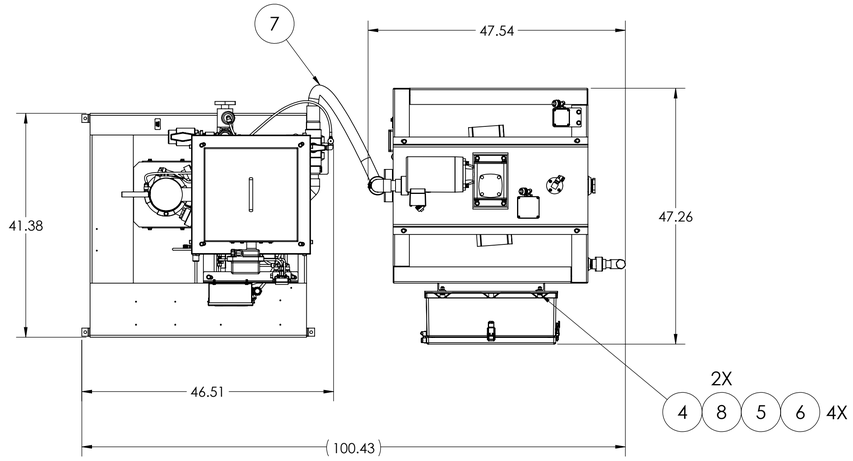
Parameter	Value
Power Requirement	208V, 3 phase, 60 Hz, 60 Amp
Signal Connection	Local Potentiometer signal converted to 4-20 mA for dry polymer feeder
Water Requirement	1-1/2” FNPT, 20 gpm, 40 (min) - 75 (max) psi
Polymer Solution Interconnection	2” FNPT
Compressed Air	35-50 psi, ¼” Compression
Solution Outlet Connection	2” FNPT

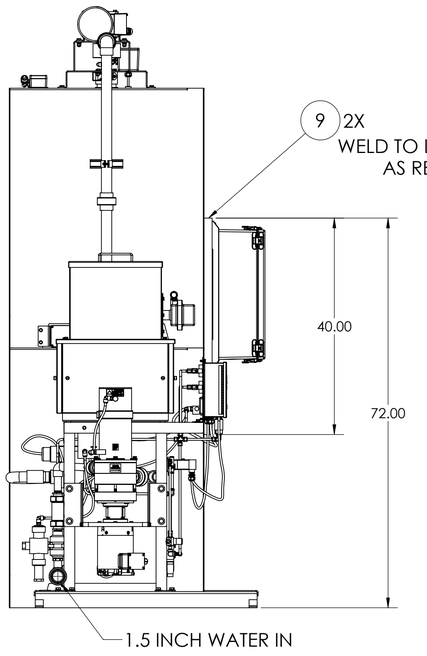
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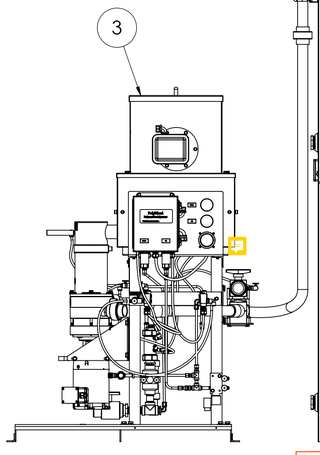
SECTION 3

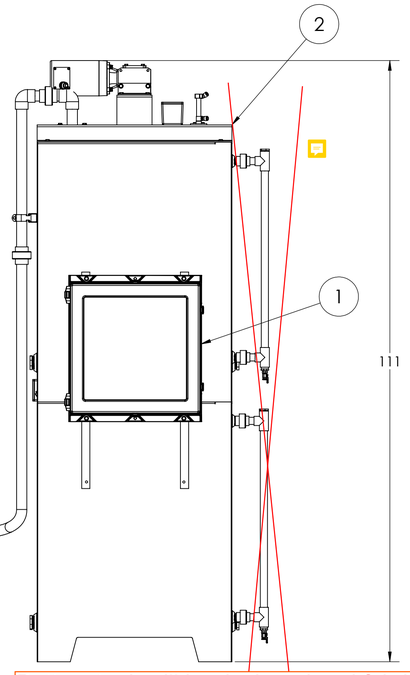
BROCHURE
Polymer Feed System

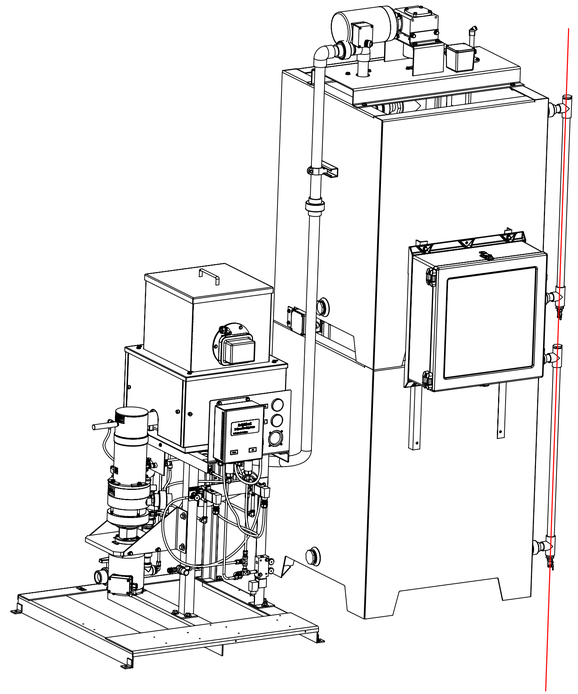












Bottom tank will be designed and fabricated such that the bottom tank is 6" wider on the left and right sides to provide access for cleaning.

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	555895-S51	ENCLOSURE NEMA 4X	1
2	555895-SA4	STACKED 160 GALLON TANK ASSEMBLY	1
3	555895-SA7	DD4 ASSEMBLY DP 500	1
4	1602320	SCREW, CAP, HH, .375-16 UNC-2A X 1.25 LG	4
5	6020232	NUT, HEX, .375-16 UNC-2B	4
6	9742316	WASHER, LOCK, .375	4
7	G6018	PARTS GROUP DP500 DD4/ TANK INTERCONNECT	1
8	9742301	WASHER, FLAT, .375	8
9	RM1180007	DP800 CONTROL PANEL MOUNT	8FT

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www.ugsichemicalfeed.com

TOLERANCES UNLESS OTHERWISE SPECIFIED

FRACTION	TWO PLACE DECIMAL	THREE PLACE DECIMAL
±1/64	.010	.005

ANGULARITY: MACHINED ± 1/2° OTHER ±1° | SURFACE FINISH 125

CONCENTRICITY: MAX. T.I.R. .005" | TOLERANCES TO F937.400

BREAK ALL SHARP EDGES AND REMOVE ALL BURRS

TITLE: DP500 ASSEMBLY

DRAWING NUMBER: 555895-SA3

PROJECT NO.: 555895 | CH'K:

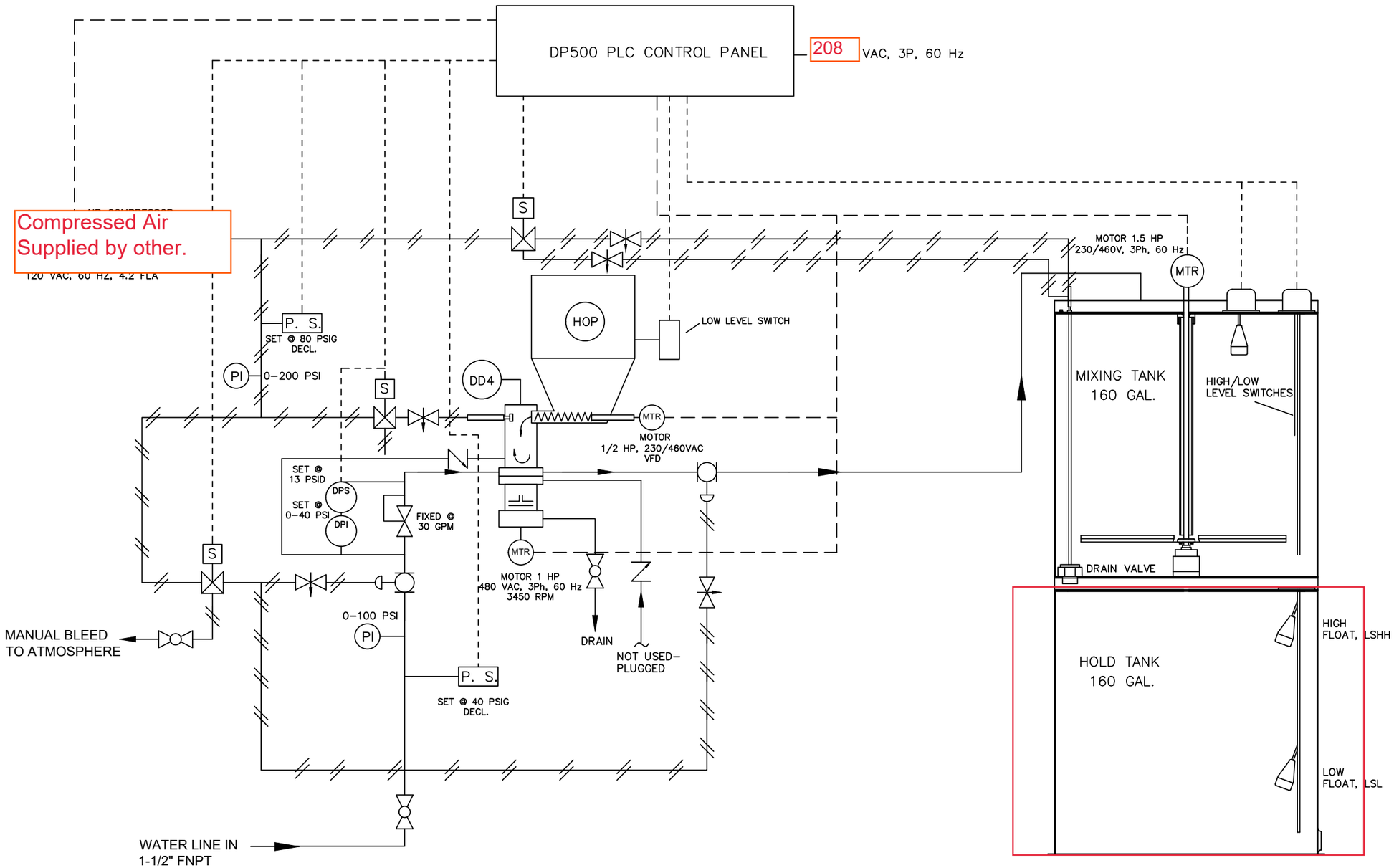
DATE: 14-Aug-20 | DR'N: SCOLE | SCALE: 1:14

REV.: 1 | PM: JC | WEIGHT:

THIRD ANGLE PROJECTION | SHEET: 1 OF 1 | SIZE D

LEGEND

- PNEUMATIC ACTUATED BALL VALVE
- ISOLATION BALL VALVE
- PNEUMATIC ACTUATOR CONTROL VALVE
- RATE ADJUSTMENT VALVE
- CHECK VALVE
- FLOW CONTROL VALVE
- PIPING
- POWER
- SIGNAL
- AIR LINES
- MTR — MOTOR
- PI — PRESSURE INDICATOR
- P. S. — PRESSURE SWITCH
- DPS — DIFFERENTIAL PRESSURE SWITCH
- DPI — DIFFERENTIAL PRESSURE INDICATOR
- PNEUMATIC CYLINDER



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TOLERANCES
FRACTION ± 1/64 | TWO
ANGULARITY: MACHINE
CONCENTRICITY: MAX

BREAK ALL SHARP EDGES AND REMOVE ALL BURRS | THIRD ANGLE PROJECTION | SHEET: 1 OF 1 | SIZE D

Bottom tank will be designed and fabricated such that the bottom tank is 6" wider on the left and right sides to provide access for cleaning.

UGSI CHEMICAL FEED
A cleanwater1 Company

SECTION 3

BROCHURE
Polymer Feed System



PolyBlend® Dry Polymer Feed System Model DP500

The PolyBlend® DP500 System is a member of the family of reliable dry polymer feed systems for use in water and wastewater applications. The DP500 is an integrated equipment package capable of automatically preparing a homogeneous polymer solution.

The DP500 consists of the DD4 dry polymer disperser, a fiberglass mix tank, and a gravity fed fiberglass hold tank.

The DP500 is specifically designed to provide uniform mixing. Dry polymer and water are initially mixed in the DD4 polymer disperser exposing the solution to a high shear agitation via mechanical mixing. The high shear agitation ensures proper activation of the polymer and prevents unwanted agglomerations. After brief exposure, the solution exits the high shear mixer and flows into the mix tank.

The second stage mix is a longer, low shear mix. The rotating impeller in the secondary mix tank is a U.S. patented “hollow-wing” design and covers over half the width of the tank. The low shear mixing continuously and uniformly moves the solution vertically and horizontally resulting in no agglomerations or broken polymer chains.

When a low level is sensed in the hold tank, a valve is automatically opened and the prepared solution is gravity fed into the holding tank. From the holding tank, the homogenous polymer solution can be transferred to the process with an optional feed pump skid.

Key Benefits

- Consistent and reliable performance
- Fiberglass mix and hold tanks
- Reduced polymer consumption
- Fully automated operation
- Operator interface controls
- Improved safety features
- Easy to operate

Specifications

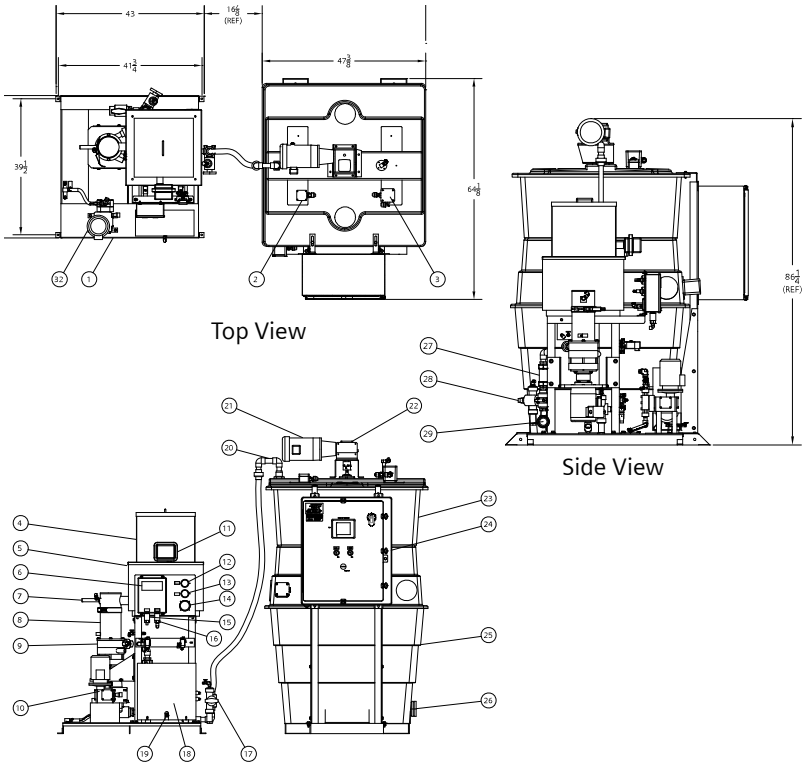
Electrical	208VAC/ 50-60 Hz/ 1 Ph 240VAC/ 50-60 Hz/ 1 Ph 240VAC/ 50-60 Hz/ 3 Ph 480VAC/ 50-60 Hz/ 3 Ph 575VAC/ 50-60 Hz/ 3 Ph
Water Supply	75.7-113.6 LPM (20-30 GPM)
Tank Size	605.7 L (160 USG)
*Polymer Feed	Up to 9.1 kg (20 lbs)/hr dry polymer based on a 0.75% solution and two batches per hour
Control Panel	NEMA 4X PLC based with color touch screen

*Note: Consult UGSI Chemical Feed, Inc. with regards to dosing amount and your application.



UGSI Chemical Feed SOLUTIONS

General Layout



Key	Description
1	Support Frame and Base
2	Mix Tank Level Assembly, Conductivity Probes, High Low and Ref.
3	Mix Tank Overflow Switch Assembly
4	Hopper, 0.07 cu/m(2.5 cu/ft)
5	Volumetric Feeder
6	Junction Box, Interconnections, NEMA 4X
7	Pneumatic Cylinder, Isolation Plunger Actuator
8	Wetting Bowl
9	Wetting Impeller Housing
10	Motor, Impeller, 1 HP, 3450 RPM, TENV
11	Hopper Low Level Switch
12	Pressure Gauge Compressed Air
13	Pressure Gauge Water
14	Differential Pressure Switch/Gauge
15	Pressure Switch, Static Supply Water
16	Pressure Switch, Static Supply Air
17	Solution Discharge, Pneumatic Ball Valve
18	Condensation Drain, Air Compressor, 12.7 mm (1/2") FNPT
19	Air Compressor with Tank and Cover (Optional)
20	Solution Inlet, Mix Tank
21	Motor Tank Mixer, 1-1/2 HP, 1725 RPM, TEFC
22	Speed Reducer, Worm Gear, 15:1
23	Mix Tank, 605.7 L (160 Working Gallons)
24	System Control Panel, NEMA 4X
25	Hold Tank, 605.7 L (160 Working Gallons)
26	Tank Discharge, 50.8 mm (2") FNPT
27	Automatic Flow Control Valve, 75.7 L (20 GPM)
28	Water Inlet Valve, Pneumatic Ball Valve 25.4 mm (1")
29	Water Inlet Valve, Manual Ball Valve 38.1 mm (1-1/2")
30	Hold Tank Overflow Switch*
31	Hold Tank Level Switch, High, Low*
32	Diaphramg Pump, Emulsion Polymer (Optional)
*	Not Shown

Available Options

- Diaphragm metering pump
- Progressive cavity metering pump
- SS gear metering pump
- Batch tanks / single or tandem
- Integral compressor
- 0.07 m^3 (2.5 ft^3) hopper
- 0.57 m^3 (20 ft^3) hopper
- Bulk bag frame
- Bulk bag frame with hoist
- Bag dump hopper
- Low powder level indication
- Over-sized feeder screw auger
- Supply water pressure reducing valve
- Final feed pumps
- Final feed post dilution
- Large hold tanks
- Transfer pumps

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Literature No. CF.350.450.D50.PS.0714

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TAB B
Replacement Dry Polymer System for Plants 1 & 2
Sole Source Procurement Justification

MEMORANDUM

DATE: June 9, 2025

TO: Katie Gilmore, Director of Operations

FROM: Doug Leath, Facilities Senior Manager

RE: Purchase/Replacement of Dry Polymer Systems for Plants 1 & 2

Recommendation

Recommend approval for purchase of Dry Polymer Makeup Systems to replace aging units for Plants 1 & 2.

Background

Our current Dry Polymer Systems, manufactured by UGSI Chemical Feed for Plants 1 & 2 were installed when Plant 2 was put online in the year 2000. They are 25 years old and have served our Polymer needs with only common maintenance issues during this time. After 25 years of service most of the parts are obsolete due to upgrades in the system, and repair parts are difficult to obtain. To keep Plants 1 & 2 running smoothly it is recommended that we replace the aging Dry Polymer Systems.

Moss-Kelly / MKI Services is the sole representative for the direct replacement of our system as indicated in their letter dated May 27, 2025.

While other systems are available, this is a direct replacement for our current system. It will fit into the space available and be able to be set up without modifications to the building and Feed Pumps. Other systems require 480vac due to different mixing methods and motor sizes. The UGSI System will not require modification of our electrical service in the Polymer building that would be costly and labor intensive to reconfigure.

The upgraded UGSI System will fit into the current footprint and use the same available power already in place saving time, money and manpower during the installation as we will be able to perform the installation with our personnel.

There are two Polymer Systems, one for Plant 1 and one for Plant 2 with each unit able to support the other for redundancy and reliability. We budgeted $400,000 for the replacement of these units and our proposal is $183,000 each for a total cost of $366,000.

UGSI Chemical Feed, a cleanwater1 Company

1901 WEST GARDEN ROAD
VINELAND, NJ 08360
www.cleanwater1.com

TELEPHONE 856-896-2160
FACSIMILE 856-457-5920

May 27, 2025

To whom it may concern,

UGSI Chemical Feed, a cleanwater1 Company, is the sole manufacturer of its products. Moss-Kelley / MKI Services is the sole authorized Representative for UGSI Chemical Feed, Inc. within the state of Florida for the purchase of all DyneJet / Polyblend® new products, OEM parts, repairs and maintenance.

This agreement gives Moss Kelley/MKI Services the sole right to promote and distribute these cleanwater1 products for the municipal market. No other representative can sell products, field services and technical support for cleanwater1's product line in the aforementioned areas.

If you have questions regarding this issue, please contact Brett McQuade at 941-757-7201.

Sincerely,

Brett McQuade

Southeastern Regional Manager
cleanwater1
PO Box 406
Terra Ceia, FL 34250
Mobile: 941-757-7201

Email: bmcquade@cleanwater1.com
Website: www.cleanwater1.com

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 11

ASR Wellfield 2 Network Fiber Optic Cable Replacement

Recommended Action - **Motion** to approve and authorize the Executive Director to execute a work order for the ASR Wellfield 2 Network Fiber Optic Cable Replacement with McKim & Creed, Inc. under their Continuing Service Contract with an amount not-to-exceed $372,754.00.

The fiber optic cable serving Aquifer Storage and Recovery (ASR) Wellfield 2 is multimode cable that runs long distances and is 25 years old. Recent communication issues and lack of working spare fibers indicate the fiber has reached the end of its useful life and needs to be replaced. Replacement with single-mode fiber is recommended for this long-distance application along with updating network equipment to match the recently developed SCADA standards for the facility. This project will complete the SCADA network infrastructure installation, hardware installation, and network programming for Wellfield 2 and the network core, to satisfy the design proposed in the SCADA Master Plan. The work is included in the FY 2025 Renewal and Replacement (R&R) program budget.

The work order will be conducted under the Agreement for As-Needed Water Facility Instrumentation and Control Systems and Low/Medium Duty Electrical Services between Peace River Manasota Regional Water Supply Authority and McKim & Creed, Inc. dated December 1, 2021 in the amount of $372,754. This includes McKim & Creed's proposal of $342,754 plus $30,000 in Owner's Allowance which may be used only with prior written approval of the Authority.

Budget Action – None. Funds allocated in FY 2025 R&R budget.

Attachments:
McKim & Creed Scope and Fee Proposal

McKIM&CREED

ENGINEERS

SURVEYORS

PLANNERS

June 13, 2025

251023

Mr. Richard Anderson
Peace River Manasota Regional Water Supply Authority
8998 SW County Road 769
Arcadia, FL 34269

RE: Wellfield 2 Network Fiber Optic Cable Replacement

Dear Mr. Anderson,

We are happy to help the Authority replace existing multimode fiber optic cabling with new single-mode cable and update the related network components to the latest Authority SCADA standard. This project will complete the SCADA network infrastructure installation, hardware installation, and network programming for Wellfield Two and the network core, to satisfy the design proposed in the SCADA Master Plan.

If you have any questions, or require additional information, please feel free to give me a call.

Sincerely,

Mike Stoup, P.E.
Vice President and Manager E&I Group

Enclosures

cc: Proposal File

1 North Cattlemen Road
Suite 106
Sarasota, FL 34232

941.379.3404
Fax 941.203.1956
www.mckimcreed.com

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
WELLFIELD 2 NETWORK FIBER OPTIC CABLE REPLACEMENT
SCOPE OF SERVICES

June 13, 2025

I. PROJECT DESCRIPTION

The Peace River Manasota Regional Water Supply Authority (PRMRWSA) has decided to replace existing multimode fiber optic cabling (OM1) with single-mode cable and update network equipment to match the SCADA standards developed by McKim & Creed. This includes fiber optic cabling, terminations, patch panels, network switches, and associated hardware programming.

II. SCOPE OF SERVICES

M&C will execute this project in collaboration and coordination with the PRMRWSA staff and PCS, a subcontractor. McKim & Creed will complete the tasks detailed below to upgrade the aging infrastructure in wellfield 2 and provide a core and distribution network that meets the latest Authority standards.

Task 1 – Project Management

1. This task includes communication with the Authority; project set-up, coordination and documentation; maintaining the project schedule; attending meetings; financial management, and monthly status reports.

Task 2 – Wellfield 2 Fiber Optic Design and Development

1. Sites**:**
    a. Reservoir Pump Station
    b. Reservoir 2
    c. Well S-4, Well S10, Well S11, Well S-12, Well S-13, Well S-14, Well S-15, Well S-16, Well S-17, Well S-18, Well S-19, Well S-20.
2. McKim & Creed will provide an as-built fiber optic plan detailing a high-level view of the area and the new fiber optic cabling path.

Task 3 – Wellfield 2 Fiber Optic Cable Replacement

1. McKim & Creed, in conjunction with PCS, will remove all existing OM1 fiber optic (FO) cabling from the well sites listed in Task 2.1. FO cabling will also be

removed from well S-17 to the reservoir pump station and from well S-20 to the reservoir two control panel.

2. New single-mode FO cabling will be installed to establish communication to the well sites listed in Task 2.1. New single-mode FO cabling will also be installed from well S-17 to the reservoir pump station and from the well 19/20 hand hole to reservoir 2.
3. A 24-strand single-mode FO cable will be installed in the path from the reservoir pump house to the hand hole between wells 19 and 20, with availability to splice at all handholes in the trunk line. Each well will have one 24-strand cable from the handhole to the well control panel, with 12 strands in from the last location and 12 strands out to the next location. A splice case will be installed in each handhole to maintain the splices.
4. Well S-11 will connect to well S-17 with a 12 strand FO cable and from here, all other wells in line with S-17 will connect with a 12 strand FO cable. Well S-17 will have 36 terminations, 12 into the well from the pump house, 12 out of the well to the next well in series, and 12 out of the well to well S-11 to provide connectivity to the remaining wells in series.
5. One binding (12 strands) of the fiber optic trunk line from the reservoir pump station will be utilized for the wellfield control enclosures. The second binding (12 strands) will be spliced at the handhole between wells 19 and 20, into a 12-strand cable that will continue to the reservoir 2 control panel, allowing a continuous, unpatched, path from reservoir 2 to the reservoir pump house.
6. McKim & Creed will install two Rockwell Automation Stratix model 5200 (1783-CMS10DN) switches in the reservoir pump station, utilizing an existing power source. One switch will be programmed as a distribution switch, and the other will be programmed as an access switch.
7. McKim & Creed will install and program one Moxa EDS-4012-4GS-LV switch at well S-17 and one Moxa EDS-4012-4GS-LV at well S-11, utilizing an existing power source in the control cabinet.
8. McKim & Creed will install and program one Moxa EDS-2010-ML-2GTXSFP switch at all other wells listed in Task 2.1 and the reservoir 2, utilizing an existing power source in the control cabinet.
9. McKim & Creed will provide all necessary fiber optic patch cables, CAT 6 patch cables, and SFP modules to complete the project.
10. McKim & Creed will provide an ethernet point-to-point radio to establish temporary communication with the wellfield while sections of the FO cabling are replaced. The point-to-point radios are from McKim & Creed's internal inventory and will be utilized for the project and returned to McKim & Creed upon completion.

Task 4 – Core Network Infrastructure Upgrade and Programming

1. McKim & Creed will provide procurement, installation, and programming services utilizing the latest PRMRWSA SCADA standards and Master Plan to complete infrastructure reliability, security, and resiliency upgrades to the core SCADA network in advance of upcoming projects that will require this work to be completed.
2. McKim & Creed will provide fiber optic patch cables, CAT 6 patch cables, and SFP modules between the devices within the scope of this project.
3. **PRMRWSA Telephone Room:**
    a. McKim & Creed will provide, install, and program two new distribution switches (1783-IMS28RAC) in stacked high availability mode.
    b. McKim & Creed will provide and install one horizontal 3U rack and mount the new distribution switches.
    c. McKim & Creed will provide and install one automatic transfer power distribution unit (PDU) with one source connected to UPS power and the second source connected to utility power.
    d. One 9U wall mount network rack will be installed and conduit or a cable tray to transition the FO cable between the existing cable tray and the new network panel.
    e. One multimode OM1 48-strand cable will be installed between the telephone room and the electrical room across the hall. Terminations will be provided for 24 of the strands and install one lucent connector (LC) type rack mount fiber optic patch panel (FOPP) on the new network rack in the telephone room and one LC type surface mount FOPP in the electrical room network panel. The remaining 24 strands will be marked for future use.
    f. A single-mode 24-strand cable will be installed between the telephone room and the SCADA server room. Terminations will be provided for 24 of the strands and install one LC type rack mount FOPP at the telephone room network rack and one LC type rack mount FOPP at the SCADA server room server enclosure.
    g. The network rack PDU shall have its primary power supply connected to the UPS power and its secondary power supply connected to utility power; receptacles to be installed by PRMRWSA.

4. **PRMRWSA SCADA Server Room:**
    a. McKim & Creed will install two new core switches (C9300-48S-A) within the existing SCADA server room enclosure.
    b. McKim & Creed will program these switches in stacked high availability mode per the Authority's SCADA standards configuration. A 3 year Cisco advantage license will be included with each switch.

c. A single-mode 24-strand cable will be installed between the SCADA server room and the telephone room. Terminations will be provided for 24 of the strands and install one LC type rack mount FOPP at the SCADA server room server enclosure and one LC type rack mount FOPP at the telephone room network rack.

III. ASSUMPTIONS AND CLARIFICATIONS

1. This proposal is valid for 60 days from the date of issuance.
2. All fiber optic conduits, including those proofed by PRMRWSA and PCS, are intact and will not need to be replaced.
3. No SCADA HMI or PLC programming will be included outside of what is required to upgrade the network equipment, e.g. IP Addresses, gateways, etc.
4. The OM1 multimode fiber that is currently installed from the reservoir pump house to the water treatment plant and all associated infrastructure required to communicate with the SCADA system is in good working order.
5. PRMRWSA will replace the server room network rack with a full-size server enclosure.
6. PRMRWSA will clear the telephone network room of any unnecessary equipment to make room for the new wall mounted network rack.
7. The system will be upgraded and returned to the same level of control and connectivity that was previously in place. No new connections or system patches will be added outside of those necessary to update the network to the plan detailed in the SCADA standards.
8. PRMRWSA will install conduit, wiring, and surface mount two new receptacles in the telephone room for use at the network rack. One receptacle will be wired to a utility power panel, and another will be wired to the plant UPS.

IV. SCHEDULE

We will meet with the Authority and PCS to determine a mutually agreeable start date. We estimate project completion six to eight months after notice to proceed.

V. FEE

McKim & Creed will provide the scope of services above for the lump sum fee of $342,754.00. A breakdown of the tasks is listed below for convenience. Tasks are not estimated to be purchased individually.

Task	Fee
1. Project Management	$21,894.00
2. Wellfield 2 Fiber Optic Design and Development	$2,530.00
3. Wellfield 2 Fiber Optic Cable Replacement	$162,052.00
4. Core Network Infrastructure Upgrade and Programming	$156,278.00
TOTAL	**$342,754.00**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

CONSENT AGENDA
ITEM 12

Work Order No. 2 with Wade Trim for Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project

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Recommended Action - **Motion** to approve and authorize Executive Director to execute Work Order No. 2 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project' to Wade Trim, Inc. for an amount not to exceed $225,300.

Background –

The Phase 3C Extension Project will extend the regional transmission system further northward in Sarasota County to Manatee County to better serve existing customers, meet growing demands and enhance regional water supply resiliency in accordance with the Board's Strategic Vision. At the December 2, 2020 meeting the Board approved an Agreement for Professional Services with Wade Trim to conduct the Authority's 'Feasibility and Routing Study for the Phase 3C Regional Integrated Loop Pipeline Project'. Work Order 1 of the Feasibility and Routing Study included evaluations of both the Phase 3C and Phase 3C Extension Integrated Loop Pipeline Projects. However, at the time this study (performed as Work Order No. 1 to the agreement) was commissioned, the 3C Extension segment of the Project was not recommended to proceed to construction due to Manatee County's demand projections. Therefore, an in-depth evaluation of the 3C Extension portion was not performed. The Agreement for Professional Services with Wade Trim is a standard contract utilized by the Authority and it provides the legal framework under which Work Orders for engineering services will be issued on this project and provides a 5-year term for the original agreement effective December 2, 2020.

a. Work Order No. 2 – 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project'

Under Work Order No. 2, the 'Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project', Wade Trim will evaluate and develop a shortlist of feasible alignments to extend the recently constructed 3C pipeline to connect into Manatee County.
Work Order No.2 includes an update to the original routing and feasibility study to account for the installed Regional Integrated Loop Phase 3C Pipeline, the updated Phase 3A Booster Pump Station upgrades at the Carlton Water Treatment Facility and updated demands, pressure requirements and emergency scenarios between the Authorities and Member Governments to determine when an extension of the Regional Integrated Loop Phase 3C Pipeline is required and what would be the most optimal point of connection. This Work Order will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The study is anticipated to be completed within 120 days from Notice-to-Proceed. The fee for Work Order No. 2 is $225,300 and includes a $10,000 Owner's Allowance for out-of-scope work. Use of Owner's allowance requires authorization from the Executive Director.

Budget Action: No action needed.

Attachments:
Tab A Agreement for Professional Services for the Feasibility and Routing Study
Tab B Feasibility and Routing Study Scope - Work Order No. 2

TAB A
Agreement for Professional Services for the Feasibility and Routing Study

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO THE FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP PHASE 3C PIPELINE PROJECT

The Agreement is made this 2nd day of December, 2020 ("Effective Date") between the PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, an independent special district created 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, hereinafter referred to as the "Authority", whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, and Wade Trim, hereinafter referred to as "Consultant", whose address is 201 North Franklin Street, Suite 1350, Tampa, Florida 33602.

WHEREAS, the Authority provides certain governmental services and owns and operates a regional public water supply and delivery system, develops new drinking water supplies, transmission pipelines, and water treatment and storage facilities and must comply with various state and federal regulations; and

WHEREAS, the Authority must periodically implement projects to maintain, assess, inspect, evaluate, repair, and upgrade its various existing facilities, permits, systems, and data, as well as at times to investigate, analyze, or assess new projects, and construct buildings and related systems necessary to support its operations; and

WHEREAS, the Authority desires to retain a consultant to conduct a feasibility and routing study for the Regional Integrated Loop Phase 3C Pipeline Project (Project) to support the Authority's strategic initiative to interconnect the region; and

WHEREAS, the Authority solicited statements of qualifications for the Project; and

WHEREAS, the Authority has selected Consultant in accordance with the Authority's Procurement Policy to provide Professional Services; and

WHEREAS, Consultant desires to perform and complete Professional Services associated with the Project for the Authority, and has the experience, staff, and resources to perform those services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION 1. DEFINITIONS

The following terms as used in the Agreement shall have the following meanings:

A. "Agreement" – This written document and the Agreement Documents set forth in Section 7 hereof, as it may be amended from time to time.

B. "Fee Schedule" – Schedule showing billing rates for Consultant's various personnel classifications that serves as a basis for budget development on tasks within the Scope of Services, and which is included as Exhibit "B" in the Agreement.

C. "Professional Services" – Services to be provided by Consultant to the Authority generally consisting of, but not limited to, professional design and engineering services for the feasibility and routing study, including engineering design; planning; water quality modeling; permitting and mitigation; cost estimating; and property acquisition; and any other professional services required for the Project.

D. "Project" – The feasibility and routing study for the Regional Integrated Loop Phase 3C and Phase 3C Extension pipelines, which are two (2) separate, but contiguous, pipeline projects included in the Authority's Fiscal Year 2021 CIP/CNA booklet (adopted 5-27-20), which have been consolidated into a single study. This Project does not include any follow-on engineering design or construction management services. Consultant will need to work

in conjunction with other Authority consultants for coordination on other components of the regional water supply system.

E. "Scope of Services" – The Professional Services to be provided by the Consultant, which will include specific tasks and duties related to the Project to be conducted within a pre-determined timeframe for a specified fee to meet a defined objective, collectively comprising a Work Order.

F. "System" – All real property, interest in real property, fixtures, personal property, wells, buildings, treatment systems, pumps, pipelines, storage facilities, reservoirs, aquifer storage and recovery facilities, and appurtenant or associated facilities of the Authority used in the storage, treatment, and delivery of water to Authority customers.

G. "Submittal" – Drawings, maps, tests, samples, applications, progress schedules and other schedules, progress reports and other reports, and any other documents required for submission by the Agreement.

H. "Work Order" – An individual work assignment to be conducted by Consultant at the direction of the Authority, consisting of single or multiple tasks completed within a pre-determined timeframe for a pre-approved fee, including a Scope of Services for that specific Work Order.

SECTION 2. ENGAGEMENT OF CONSULTANT

The Authority hereby agrees to engage Consultant, and Consultant hereby agrees to perform Professional Services as directed by the Authority. Key personnel and subconsultants/contractors shall not be assigned to or removed from the Project by Consultant without the prior written approval of the Authority. Both parties agree that replacement of key personnel and

subconsultant/contractors must be with equal or more qualified persons, and must be approved by the Authority before a new member works on the Project.

SECTION 3. WORK ORDERS, SCOPE OF SERVICES, AND THE CONSULTANT'S RESPONSIBILITY

The Project will be completed through a series of sequential Work Orders, all developed in accordance with this Agreement. Each Work Order will be brought to the Authority Board of Directors (Board) for approval prior to its issuance. 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. Any modification to a Work Order after it has been authorized by the Authority Board must be approved in writing by the Authority. In addition to the Professional Services set forth in the Agreement, the Consultant shall perform the following:

A. Consultant shall secure at its own expense, all personnel, facilities, and equipment required to perform the services necessary to complete the Work Order.

B. Consultant shall maintain an adequate and competent professional staff appropriately certified/licensed and operating within the State of Florida.

C. Consultant shall designate in writing a single representative with whom the Authority shall coordinate the Work Order tasks, which shall be the Project Manager listed in the Statement of Qualifications incorporated into this Agreement pursuant to Section 7, unless otherwise revised in accordance with Section 2. This representative shall have the authority to transmit instructions, receive information, and interpret and deliver Consultant's policies, opinions, and decisions related to the Work Orders.

D. Consultant shall secure all licenses or permits required by law for the completion of any Work Order and shall be in compliance with all federal, state and local law, statutes, rules,

regulations, ordinances, orders and decisions in effect at the time of the execution of the Agreement and during the time of performance of such services.

E. Consultant shall, at all times, keep the Authority advised as to the status of the Project including, but not limited to, the progress on individual tasks within any Work Order. The Authority and its authorized representatives shall have the right to visit any work site and the office of Consultant at any reasonable time for purposes of inspection.

F. Consultant shall cooperate with other consultants, construction contractors, and suppliers retained by the Authority as needed.

G. The Authority shall have the right during the three (3) year period following the expiration or termination of the Agreement to audit Consultant with regard to any financial matters in connection with the services provided under this Agreement. The requested audit shall be performed by a certified public accountant selected and paid for by the Authority. Consultant shall make all documents and data available to the Authority or its designated auditor. Consultant may have the audit reviewed by Consultant's auditor at Consultant's expense.

SECTION 4. THE AUTHORITY'S RESPONSIBILITY

Except as otherwise provided in a Work Order, the Authority's responsibilities are as follows:

A. To designate the Authority's Executive Director to act on the Authority's behalf with respect to all matters relating to the Work Orders. The Executive Director shall have complete authority to authorize modifications to any Work Order; transmit instructions; receive information; approve invoices and authorize payments thereon; and interpret and define Authority's policies and decisions with respect to materials, elements, sub-consultants, key personnel, and systems pertinent to Consultant's services.

B. To provide, within a reasonable time from request of Consultant, existing data, plans, reports, and other information in the Authority's possession or under the Authority's control that are necessary or may be helpful to Consultant in performance of their duties, and to provide full information regarding requirements of the Project and any Work Order, including objectives, budget constraints, criteria, and other pertinent requirements.

C. To furnish required information and services and render approvals and decisions as expeditiously as necessary for the orderly progress of Consultant's services.

SECTION 5. TIME OF PERFORMANCE

Consultant shall commence providing services as defined in any Work Order upon receipt of a Notice to Proceed for that Work Order and shall satisfactorily complete such services within the established schedule.

SECTION 6. COMPENSATION

The Authority agrees to pay the Consultant for services performed in accordance with Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act, upon receipt of a proper invoice and as follows:

A. Compensation for any Work Order approved by the Authority Board shall be established based on the Fee Schedule included in Exhibit "B" and may include any subsequent modifications authorized by the Authority Executive Director pursuant to Section 4 above. Final payment will be subject to successful completion of a Work Order and the Authority's acceptance of tasks and project schedule in accordance with the terms of this Agreement and the Work Order. The Fee Schedule in Exhibit "B" may be adjusted on an annual basis upon written approval by the Executive Director.

B. The fair and reasonable expenses of the Consultant necessarily incurred in the performance of the duties herein described and agreed to by the Authority shall, upon proper invoice and detail, be paid by the Authority, at actual cost with no mark-up. The Authority shall also pay out-of-pocket expenses, at actual cost with no mark-up, incurred by Consultant for the Authority relating to the provision of Professional Services, and agreed to by the Authority's Executive Director. Expenses, which may be incurred by the Consultant for travel or hotels, must be pre-approved by the Authority's Executive Director and, if pre-approved, will be reimbursed in accordance with Exhibit "C", Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses* (or latest revision). This paragraph supersedes any conflicts that may occur with Exhibit "B".

C. Consultant shall prepare and submit to the Authority's Executive Director for approval monthly invoices for the services rendered and expenses incurred pursuant to completion of each task from a Work Order. All invoices shall be on a calendar month basis. Invoices must be submitted to the Executive Director by the 20th day of the month for services completed the previous month. Payment shall be made in accordance with paragraph A from the date when it is stamped as received by the Authority unless payment is not approved by the Executive Director pursuant to paragraph D. All invoices shall be accompanied by a report identifying the nature and progress of the services performed and in a format approved by the Executive Director.

D. The Authority reserves the right to withhold payment to Consultant for failure to perform services in accordance with the provisions of the Agreement and the Authority shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefore.

E. Consultant shall have the right to suspend services under the Agreement if an invoice becomes delinquent. "Delinquent" shall be defined as an invoice not being paid within sixty (60) days from receipt thereof by the Authority. Consultant's right to suspend services does not become effective if the Authority has withheld payment of an invoice for cause.

F. Disputes regarding a monthly invoice and/or report shall be resolved pursuant to Section 218.76(2), Florida Statutes, as may be amended.

G. The Authority may, in addition to other remedies available at law or equity, retain such monies from amounts due to the Consultant as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against the Authority. The Authority may set off any liability or other obligation of the Consultant or its affiliates to the Authority against any payments due the Consultant under any agreement with the Authority.

SECTION 7. AGREEMENT DOCUMENTS

The following documents are attached or incorporated herein by reference and made a part of this Agreement:

A. Consultant's 2020 Statement of Qualifications and any documents and presentations provided to the PSEC and/or Authority Board, as Exhibit "A",

B. Fee Schedule, attached hereto as Exhibit "B",

C. Authority Resolution 2018-01 *Resolution Establishing Per Diem and Travel Expenses*, (or latest revision) attached hereto as Exhibit "C",

D. Certificate of Insurance, attached hereto as Exhibit "D",

E. Any written amendments, modifications, or addenda to the Agreement, and

F. Work Orders as approved by the Authority Board and any modifications approved by the Executive Director.

In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "C", then to Exhibit "B", then to approved Work Orders, as they may be amended.

SECTION 8. DOCUMENTS AND DATA

A. Consultant will provide the Authority with any and all reports, models, studies, record drawings, maps, or other documents resulting from the Project at no cost to the Authority. Additionally, an electronic and hardcopy set of any final reports must be submitted to the Authority at no cost to the Authority unless additional copies beyond those deliverables identified in a Work Order are requested. In the case of additional requested copies, the supplemental cost for such deliverables will be negotiated on a case by case basis in advance of authorization to commence production. All original documents prepared by Consultant are instruments of service and shall become property of the Authority. The use of data gathered under the Agreement shall be restricted and limited to the purposes of the Agreement, excluding the data in the public domain, and shall not be used in connection with other contracts or for other clients of Consultant without written permission of the Authority. Consultant will provide the Authority with reproducible copies of all reports and other documents. Copies of electronic media used to store data shall be provided to the Authority in a format specified by the Authority. Reports, record drawings, documents, and maps obtained from other agencies in the course of executing the Project shall be considered the property of the Authority and will be delivered by Consultant to the Authority upon the Authority's request and/or completion of the Project and Work Orders.

B. The documents, drawings, technical data, and working papers obtained or generated under the Agreement shall be maintained by Consultant and made available to the Authority upon request by the Authority at all times during the term of the Agreement and for five (5) years thereafter. Consultant shall deliver to the Authority, at no cost, copies of such documents or reports obtained or generated under the Agreement.

C. All tracings, plans, specifications, maps, plats, evaluations, reports, and technical data including working papers prepared or obtained under the Agreement, shall become the property of the Authority without restriction or limitation of use, and shall be made available, upon request, to the Authority at any reasonable time. Consultant may retain copies thereof for their files and internal use. Any use by the Authority of such materials obtained under the Agreement for any purpose not related to the Project or Scope of Services pursuant to the Agreement, or use of incomplete materials obtained from Consultant by the Authority shall be made at the risk of the Authority and made without liability to Consultant. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Project and Professional Services.

D. All final plans, reports, and such other documents that are required by Florida law to be endorsed and are prepared by Consultant in connection with the Project or Work Orders shall bear the certification of a person in the full employment of Consultant or duly retained by Consultant and duly licensed and with current registration in the State of Florida in the appropriate professional category.

E. Consultant shall make any patentable product or result of the Project and all information, design, specifications, data, and findings available to the Authority. No material prepared in connection with the Project will be subject to copyright by Consultant. The Authority

shall have the right to publish, distribute, disclose and otherwise use any material prepared by Consultant pursuant to this Agreement. Any use of materials or patents obtained by the Authority under the Agreement for any purpose not within the Project pursuant to the Agreement shall be at the risk of the Authority. However, this does not constitute a disclaimer of the professional competency of the original work as used within the Project. At the Authority's discretion, whenever any renderings, photographs of renderings, photographs of model, or photographs of the Project are released by the Authority for publicity, proper credit for shall be given to Consultant, provided the giving of such credit is without cost to the Authority.

F. For a period of five (5) years after the completion of the Project and Work Orders, Consultant agrees to provide the Authority with copies of any additional materials in its possession resulting from the performance of the Project at no cost. However, this provision shall not be considered a waiver of any claim of attorney/client privilege to which Consultant is entitled.

G. Consultant shall not publish, copyright, or patent any of the data furnished or developed pursuant to the Project without first obtaining the Authority's written consent.

H. Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). In addition to this Agreement's requirements and as required by Section 119.0701(2), Florida Statutes, the Consultant shall (1) keep and maintain public records that ordinarily and necessarily 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 Consultant upon termination of this Agreement 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. Pursuant to Subsection 119.071(3)(b), Florida Statutes, building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, water treatment facility or other structure owned or operated by the Authority are exempt from the inspection, examination and duplication of public records provisions of Subsection 119.07(1), Florida Statutes, and Subsection 24(a), Article I of the State Constitution. Information made exempt by Subsection 119.071(3)(b), Florida Statutes, may only be disclosed to other governmental entities if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to licensed architects, engineers, or contractors who are performing work on or related to the building or other structure; or upon a showing of good cause before a court of competent jurisdiction. Entities or persons receiving such information are required to maintain the exempt status of the information. Consultant agrees to include the above provision in all agreements with subcontractors that are related to the Consultant's performance under this Agreement, and to which the provisions of Chapter 119, Florida Statutes, also apply. Consultant shall also notify the Authority within forty-eight (48) hours of receipt of a public records request under Chapter 119, Florida Statutes.

I. **IF THE 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 CUSTODIAN OF PUBLIC RECORDS AT (941)316-1776; ALEE@REGIONALWATER.ORG; OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**

SECTION 9. STANDARD OF PERFORMANCE

Consultant shall perform and complete Work Orders in a timely manner and in accordance with the standard of care, skill, and diligence customarily provided by an experienced professional organization rendering the same services, and in accordance with sound principles and practices. The Authority shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the 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 reasonable and in adherence with sound principles and practices applicable to the Professional Services.

SECTION 10. CONSULTANT'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Consultant acknowledges and explicitly represents to the Authority the following:

A. Consultant is duly authorized to conduct business in the State of Florida.

B. In connection with the services to be performed under the Agreement, Consultant will abide by and assist the Authority in satisfying all applicable federal, state and local laws, rules, regulations and guidelines (including but not limited to the Americans with Disabilities Act) relative to performance under this Agreement. Consultant will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, handicap, disability, marital status, or national origin. Consultant will obtain and maintain all permits and licenses necessary for its performance under this Agreement.

C. Consultant recognizes that:

1. Authority is contractually obligated to furnish potable water to the Authority's customers who have an immediate need for such water;
2. The performance of the services required by a Work Order may interface with work performed by others; and
3. Authority may suffer financial loss if the services are not completed within the time periods set forth in a Work Order, or any extensions thereof.

D. Consultant has familiarized itself with the nature and extent of the Agreement, services expected to be performed under the Agreement, and federal, state and local laws, statutes, rules, regulations, ordinances, orders, and decisions, that may affect Consultant's performance of the Agreement.

E. Consultant has reviewed the Agreement (including its Exhibits) and all available information and data shown or indicated in the Agreement and has given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in the Agreement or information or data, and the written resolution thereof by the Authority is acceptable to Consultant.

F. Consultant shall obtain and review all information and data that relates to a Work Order or which Consultant may reasonably anticipate may affect cost, scheduling, progress, performance or furnishing of the Scope of Services, including, but not limited to, information and data indicated in the Agreement or related to work under separate

contracts, to the extent such work may interface with Consultant's services provided pursuant to the Agreement.

G. Consultant recognizes and acknowledges that the time for the performance of the services within a Work Order is of the essence.

SECTION 11. SUSPENSION OF PROJECT – EXTRA SERVICES

A. The Authority shall have the absolute right to terminate or suspend the Consultant's provision of any services, or amend Work Orders upon mutual agreement, at any time and for any reason upon reasonable notice, and such action on its part shall not be deemed a default or breach of the Agreement. Suspensions or termination of services in a Work Order by the Authority, and amendments to any Work Order, shall be in writing.

B. If Consultant is of the opinion that any service the Authority directs it to perform substantially increases the services of Consultant beyond the original Work Order ("Extra Services"), Consultant shall, within ten (10) days of such direction, notify the Authority in writing of this opinion. The Authority shall, within twenty (20) days after receipt of such notification, fairly judge as to whether or not such service in fact increases the services of Consultant beyond the Work Order in the Agreement and constitutes Extra Services. If the Authority determines such service does constitute Extra Services, it shall provide extra compensation to Consultant negotiated by the Authority and Consultant based upon the provisions of Section 6 above.

C. In the event the provision of services is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, Consultant shall make no claims for additional compensation or damages owing to such suspensions, delays, or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time,

as the Authority may decide however such extension shall not operate as a waiver of any other rights of the Authority. Upon resumption of the provision of services, Consultant shall resume its service until the Work Order is completed, and the time for completion of the services, which were suspended, shall be extended for the duration of the suspension.

D. If, in the opinion of the Authority, the progress of a Work Order during any period is substantially less than the amount that 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 Project back on schedule. Such action shall not constitute Extra Services unless the delays were caused by circumstances beyond the control of Consultant or its agents, employees, or subconsultants/contractors.

E. In the event of claims by others against the Authority in connection with the provision of services, the Consultant shall provide to the Authority such technical assistance that the Authority may request. Such assistance shall constitute Extra Services, unless such claims are caused by the failure of Consultant, its agents, employees, or subconsultants/contractors to comply with the terms and conditions of the Agreement or otherwise perform their duties under this Agreement.

G. If Authority requires Consultant to assist with an audit of Project costs, such assistance shall not be considered Extra Services.

SECTION 12. SUBCONSULTANTS/CONTRACTORS

Consultant shall not subcontract, assign, or transfer the Agreement or any services specifically authorized in the Agreement without the prior written consent of the Authority, which consent may be withheld in the Authority's sole and absolute discretion. Consultant shall be solely responsible for the employment, direction, supervision, compensation, and control of any and all

subconsultants/contractors, consultants, experts or other persons employed by Consultant. Consultant shall cause all subconsultants/contractors, experts, or other persons employed by Consultant to abide by the terms and conditions of the Agreement and all applicable laws as their work or services affect the Authority. Consultant shall not permit any subconsultant/contractor, supplier or other person or organization to perform services unless such subcontractor, supplier or other person or organization has complied with the workers' compensation insurance requirements contained in Section 14 herein. Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the Authority and any subconsultant/contractor of the Consultant.

SECTION 13. INDEPENDENT CONTRACTOR

Neither the Authority nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, subconsultant/contractors or agents, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or Consultant's agents, subconsultants/contractors or employees are in any manner agents, subconsultants/contractors or employees of the Authority. It is understood and agreed that Consultant is, and shall at all times remain as to the Authority, a wholly independent contractor and that Consultant's obligations to the Authority are solely as prescribed by the Agreement. Nothing contained in this Agreement will be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between the Authority and the Consultant.

SECTION 14. INSURANCE

A. The Consultant must maintain during the entire term of this Agreement, insurance in the following kinds and amounts with a company or companies authorized to do business in

the State of Florida and shall not commence work under this Agreement until the Authority has received an acceptable certificate of insurance showing evidence of such coverage.

B. The amounts and types of insurance shall be appropriate for the services being performed by the Consultant, its employees or agents and must conform to the following minimum requirements:

1. Workers Compensation. Coverage must apply for all employees and subconsultants/contractors with statutory limits in compliance with the 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.
    b. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.
    c. Must be in compliance with all applicable state and federal workers' compensation laws.

2. Commercial or Comprehensive General Liability. Coverage must include:

    a. $2,000,000.00 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. Authority is to be specifically included as an additional insured.
    d. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority 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. Authority is to be specifically included as additional insured.

f. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

4. Professional Liability. Coverage must include:

a. Minimum limit of $2,000,000.00 per occurrence or claim of malpractice, negligence, error, and omissions.
b. Minimum limit of $2,000,000.00 in the aggregate for claims of malpractice, negligence, error, and omissions.
c. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide Authority with thirty (30) days written notice of cancellation and/or restriction.

C. Consultant must deliver to the Authority Certificates of Insurance evidencing the insurance coverage specified in this Section 14 prior to commencing work under the Agreement. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Agreement.

D. Insurance coverage shall be placed with insurers or self-insurance funds, satisfactory to the Authority, licensed to do business in the State of Florida and with a resident agent designated for the service of process. Consultant shall provide the Authority with financial information concerning any self-insurance fund insuring Consultant. At the Authority's option, self-insurance fund financial information may be waived.

E. All the policies of insurance so required of Consultant, except workers compensation and professional liability, shall be endorsed to include as additional insureds: the Authority, its directors, officers, employees, and agents as well as the Southwest Florida Water Management District's 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.

F. Deductible and self-insured retention amounts shall be subject to approval by the Authority, which approval shall not be unreasonably withheld. Consultant is responsible for the amount of any deductibles or self-insured retentions.

G. Approval of the insurance by the Authority shall not relieve or decrease the liability of Consultant hereunder. Consultant acknowledges and agrees the Authority 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.

H. 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 Authority and Consultant by certified mail. Consultant shall give notice to the Authority 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.

I. 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.

J. Professional liability insurance shall continue in force until the end of the fifth (5th) 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 (5th) calendar year.

K. Consultant shall, upon request by the Authority, deliver to the Authority a copy of each insurance policy purchased by Consultant.

L. 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 Authority, its subconsultants/contractors, 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.

M. 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.

N. Consultant shall be responsible for ensuring all of its subcontractors, suppliers and other persons or organizations working for Consultant in connection with the Project comply with all of the insurance requirements contained herein relative to each such party.

SECTION 15. INDEMNIFICATION OF THE AUTHORITY

Consultant agrees to indemnify and hold harmless the Authority, and its directors, officers and employees from liabilities, damages, losses, and costs, either at law or in equity, including but not limited to, reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentional wrongful conduct of Consultant and

other persons employed or utilized by the Consultant in performance of the Agreement. The execution of the Agreement by Consultant shall obligate Consultant to comply with the foregoing indemnification provision; however, the obligations of insuring this indemnification must also be complied with as set forth in Section 14 herein.

SECTION 16. TERM OF AGREEMENT

The term of this Agreement is for the duration of the Project or a period of five (5) years from the Effective Date, whichever comes first, unless terminated pursuant to the provisions of this Agreement.

SECTION 17. TERMINATION OF AGREEMENT BY THE AUTHORITY

The Agreement may be terminated by the Authority, with or without cause, upon ten (10) days written notice to the Consultant. Termination will be effective on the date provided in the notice. In the event of termination under this section, the Consultant shall be entitled to compensation for all services provided to the Authority up to the date of termination, which are within a Work Order, and are allowed under this Agreement. If the Agreement is so terminated, Consultant must promptly deliver to the Authority copies of all then completed deliverable items and all tracings, drawings, survey notes, and other documents that directly support the deliverables prepared by Consultant.

SECTION 18. DEFAULT/REMEDIES

A. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with

which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. In addition, the initiation, either by Consultant or against Consultant, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or Consultant becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by Consultant entitling the Authority to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the Authority, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Authority. The rights and remedies in this provision are in addition to any other rights and remedies provided by law or this Agreement.

B. Unless specifically waived by the Authority as provided for in C. below, the Consultant's failure to timely comply with any obligation in this Agreement shall be deemed a breach of this Agreement and the expenses and costs incurred by the Authority, including attorney fees and costs and attorney fees and costs on appeal, due to said breach shall be borne by the Consultant. Additionally, the Authority shall not be limited in recovery by the terms of the Agreement but may avail itself of any and all remedies under Florida law for any breach of this Agreement.

C. A waiver, at any time, by the Authority of Consultant's breach of, or default in, any of the terms, provisions and obligations of this Agreement shall not be construed to be a waiver of any other terms, provisions, and obligations hereof or a waiver of any breach or default

other than specifically waived. The Authority's failure at any time to compel a fulfillment of any one or more of the terms, provisions, or obligations under this Agreement will not be construed to be a waiver of Authority's right thereafter to enforce any such right. No waiver by the Authority shall be deemed to have been made unless expressed in writing and signed by the Authority.

SECTION 19. SEVERABILITY

In the event any provision of the Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of the 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 the Agreement, as amended, modified, supplemented, or otherwise affected by such action, shall remain in full force and effect.

SECTION 20. PROHIBITION AGAINST CONTINGENCY FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the Authority shall have the right to terminate the Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 21. TRUTH-IN-NEGOTIATIONS/PUBLIC ENTITY CRIMES AFFIDAVIT

A. Consultant certifies that wage rates and other factual unit costs included in the Fee Schedule are accurate, complete and current as of the Effective Date. Fees, prices, and any additions to Exhibit "B" shall be adjusted to exclude any significant sums by which the Authority determines the Agreement Fee Schedule was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Any such adjustments will be made within one (1) year following the end of this Agreement.

B. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By signing this Agreement, Consultant warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past thirty-six (36) months. Consultant further agrees to notify the Authority if placement on either of these lists occurs.

SECTION 22. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Agreement, Consultant may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Authority.

SECTION 23. FORCE MAJEURE

Consultant is not responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents, or other events beyond control of Consultant. In any such event, Consultant's contract price and schedule shall be equitably adjusted.

SECTION 24. NO THIRD PARTY BENEFICIARY

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

SECTION 25. DISPUTE RESOLUTION

In the event any dispute or disagreement arises during the term of this Agreement, the Consultant shall fully perform the Scope of Services in accordance with the Authority's written instructions and may claim additional compensation. The Consultant is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment or other proposed dispute resolution to the Authority's Executive Director no later than ten (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. No services shall be delayed or postponed pending resolution of any disputes or disagreements.

SECTION 26. CONTROLLING LAW/ATTORNEY FEE

A. The Agreement is to be governed by the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of the Agreement shall be in Manatee County, Florida,

and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. Consultant hereby expressly waives any right it has to object to the venue of any action commenced in any courts in Manatee County, Florida or the Middle District of Florida, Tampa Division.

B. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, 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, to the extent permitted under Section 768.28, Florida Statutes. This paragraph does not constitute a waiver of the Authority's sovereign immunity or extend the Authority's liability beyond the limits established in Section 768.28, Florida Statutes.

SECTION 27. CONFLICTING EMPLOYMENT

Consultant certifies that it does not at the time of execution of this Agreement have any retainer or employment agreement, oral or written, with any third party that directly conflicts with any interest or position of the Authority relating to the services provided by the Consultant under this Agreement. The Consultant further agrees that it shall not accept during the term of this Agreement any retainer or employment from a third party whose interests are in direct conflict with those of the Authority regarding the services being performed under this Agreement. In the event the Consultant is faced with an employment opportunity that appears to be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant shall provide

the Authority with notice of the employment opportunity. If the Authority at its sole and absolute discretion determines that the employment would be a direct conflict with the services the Consultant is performing under this Agreement, the Consultant and the Authority shall have the opportunity to decide whether or not the Consultant will decline the employment opportunity or will accept the employment opportunity and terminate this Agreement.

SECTION 28. SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, as amended, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or has been engaged in business operations in Cuba or Syria, shall be ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of $1 million or more. By signing this Agreement, Consultant certifies that it is not currently on either of the aforementioned lists and agrees to notify the Authority if placement on either list occurs. If Consultant submits a false certification, the Authority may terminate this Agreement and bring a civil action against the Consultant, which may result in a penalty equal to the greater of $2 million or twice the fee for completion of the Scope of Services resulting from this Agreement and all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of false certification. The Authority may also terminate the Agreement if the Consultant is deemed to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

SECTION 29. NOTICES

Any notices or other writings permitted or required to be delivered under the provisions of the Agreement must be in writing and shall be delivered by sending the notice by personal delivery, U.S. regular mail, U.S. express mail or by U.S. certified mail, return receipt requested, in any event with sufficient postage affixed, and addressed as follows:

If to the Authority: Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202
Attention: Patrick J. Lehman, Executive Director

If to the Consultant: Wade Trim
201 North Franklin Street, Suite 1350
Tampa, FL 33602

Either party may change said address by notice in writing to the other party in the manner herein provided.

SECTION 30. EXTENT OF AGREEMENT

A. The Agreement represents the entire and integrated agreement between the Authority and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral for services under a blanket agreement of this nature. This Agreement in not connected with nor affects separate agreement(s) arrived at through formal solicitation for professional services associated with large, dedicated capital improvement projects as may be awarded by the Authority Board of Directors.

B. Except as is provided for in Sections 6 and 11 hereof, the Agreement may only be amended, supplemented, modified, changed or cancelled by a written instrument duly executed by both parties.

C. Consultant shall cooperate with the Authority in making any reasonable changes to the Agreement.

SECTION 31. SURVIVAL

In the event the Agreement should be terminated by Authority or Consultant, the duties and obligations of Consultant, and its successors or assignees, under the following provisions shall survive termination and continue in full force and effect:

1. Section 3(G) and 11(F), regarding Audits;
2. Section 8, regarding Documents and Data;
3. Section 14(J), regarding Professional Liability Insurance;
4. Section 15, regarding Indemnification of the Authority;
5. Section 17, regarding Termination of Agreement by the Authority;
6. Section 18, regarding Default/Remedies;
7. Section 21, regarding Truth-In-Negotiations/Public Entity Crimes Affidavit;
8. Section 25, regarding Dispute Resolution; and
9. Section 26, regarding Controlling Law/Attorney Fee.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

ATTEST:

BY: _____

WITNESS:

_____

PREPARED BY:

_____

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

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

_____ 1/5/2021
Patrick J. Lehman, P.E. Date
Executive Director

_____ 12/9/2020
Consultant (name & title) Date
EXECUTIVE VICE PRESIDENT

BOARD APPROVED

DEC - 2 2020

Peace River Manasota
Regional Water Supply Authority

EXHIBIT A
(Consultant SOQ Submittal and Related Documents)

WADE TRIM



/// Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project

Peace River Manasota Regional Water Supply Authority

JULY 24, 2020



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Cover photo: Florida Water Daily

Wade Trim, Inc.
One Tampa City Center, 201 N. Franklin Street, Suite 1350 • Tampa, FL 33602
813.882.4373 • www.wadetrim.com • C-Corporation

July 23, 2020

Patrick J. Lehman, Executive Director
Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, Florida 34202

Re: SOQ Professional Services – Feasibility and Routing Study for Regional Integrated Loop Phase 3C Pipeline Project

Dear Mr. Lehman and Professional Services Evaluation Committee:

The Peace River Manasota Regional Water Supply Authority's (Authority) expectations are clear in its vision "to provide the region with a sufficient, high quality, safe drinking water supply that is reliable, sustainable and protective of our natural resources now and into the future." The Phase 3C Feasibility and Routing Study is a positive step toward the Authority's vision to "expand a sustainable, interconnected regional water supply system." This project will improve both the plant-to-plant and regional interconnects that make up the backbone of the system and the flexibility to respond to economic development. Wade Trim wants to deliver services under this project to support the Authority in meeting its vision and mission.

WHAT MAKES WADE TRIM DIFFERENT?

At Wade Trim, we serve our clients through values: safety, people, client focus, accountability, and stewardship. These five values direct not only internal operations, but also how we interact and serve our clients. A successful relationship with the Authority will be based on our project team serving as your trusted advisor and clearly demonstrating these values in everything we do.

Our project team is focused on pipeline projects. We have completed similar projects throughout Florida (Tampa, Miami-Dade, Brevard County, North Fort Meyers, etc.) and nationally for some of the largest utilities in the country. Our local engineers rely on their experiences and the experiences of our 435 staff members across 20 offices.



Photo credit: Florida Water Daily



For nearly a century, Wade Trim has resolved pipeline project challenges for our clients. Our project focus always includes maximizing the value of our clients' infrastructure investment.

KEY PERSONNEL FAMILIARITY

Our team will be led by Tom Wilson, PE, one of the most industry-recognized pipeline designers in Florida. He has delivered on some of the most challenging pipeline projects in the area, including work with the Authority. Tom will be supported by the who's who of pipeline design, such as Tom Traina, Jim Gunther, Nick Houmis, Steve Bupp, Jeff Lowe, and Dan Burden. This team of subject matter experts will deliver a feasibility study and optimal Phase 3C route that will maximize the value of the Authority's infrastructure investment. Our team is rounded out with firms like Ardurra and Hazen. Both have a strong knowledge of the Authority's expectations and the established relationships to eliminate any learning curve on our ability to deliver. We bring Authority-familiar support firms as well, including Arlena Dominick, Earth Balance, Omni Communications, and Progressive Water Resources to deliver needed specialty services.

We are proud of the team we've built to deliver this project for the Authority. Our track record and suite of projects speaks for themselves. Through cooperation and collaboration, the Wade Trim Team will deliver a project that your customers will appreciate and the Authority can stand behind. We look forward to building a long-term, professional relationship, starting with this project.

In the Spirit of Service,

Thomas S. Brzezinski, PE
Executive Vice President
813.480.9000 • tbrzezinski@wadetrim.com

Tom Wilson, PE
Senior Project Manager **PRIMARY CONTACT**
727.798.8178 • twilson@wadetrim.com

/// The Wade Trim Team

/// THE WADE TRIM TEAM

94 Years
in Business

Employee-Owned
C-Corporation

In Florida
Since **1984**

435 Employees

No. 212
ENR Top 500

Exhibit 1 The Wade Trim Team Members



The Wade Trim Team brings the experience and disciplines to deliver all services required under this procurement.

PRIME WADE TRIM | *Principal Office: Tampa, FL*

Wade Trim helps local and regional governments create livable, sustainable communities through practical and innovative solutions. Wade Trim's staff has a history of solving a multitude of utility challenges while always focusing on the environment and the improvement of our client's infrastructure.

From our beginning in 1926, we have completed utility-related designs for municipalities, which included mainly cities and counties. As work increased in response to changing client needs, our staff and offices grew and we added new clients. Today Wade Trim employs 435 people in 20 offices. Our expertise has grown to provide a full range of professional services to meet the infrastructure needs of governmental, commercial, and industrial clients. We have extensive experience evaluating, designing, and rehabilitating infrastructure systems.

In 1984, Wade Trim opened our first Florida office. Since then, we have become recognized as one of Florida's most experienced engineering and design firms. Our Tampa office is home to some of the most knowledgeable and sophisticated pipeline engineers in the region. Their names are recognized throughout the area for projects just like this one.

SUBCONSULTANTS

Our team is a mix of in-house and subconsultant experts chosen for their specialized knowledge and experience to deliver the best project to Peace River Manasota Regional Water Supply Authority (Authority). In addition to Wade Trim, Exhibit 1 shows the rest of our team—a team with members known and trusted by Authority staff. Our team has delivered challenging projects, of which is highlighted in Exhibit 2. The following paragraphs describe the services of our subconsultants and their principal office locations.

Ardurra | *Principal Office: Tampa,* FL

ARDURRA

Ardurra Group, Inc. (Ardurra) will provide route study and engineering design support services under this project. The staff has designed over 500 miles of pipelines up to 54 inches in diameter constructed via traditional open-cut and trenchless technologies. In 2007, Ardurra began working with the Authority on the planning and hydraulic analysis of the Authority's existing Regional Integrated Loop System as part of services for the Phase 2 Interconnect project. It continued with the design, permitting, and construction of the 7-mile, 42-inch Phase 2 water main, followed by the expansion of the Authority's water supply system through the development and design of the Phases 1 and 3B.

Hazen and Sawyer | *Principal Office: Sarasota, FL*

Hazen and Sawyer (Hazen) will provide water quality modeling services from local branch offices in nearby Sarasota and Tampa. Hazen's staff has been involved in the implementation of more than $2 billion in water-related projects in Florida over the past 10 years, including the recent development of the Authority's Water Quality Master Plan. These projects include planning, design, value engineering and facility optimization, permitting, construction management, and operation of water, wastewater, and reclaimed water treatment and storage systems; conveyance systems; planning; and electrical and instrumentation/control systems.

Arlena Dominick | *Principal Office: Sarasota, FL*

Arlena Dominick will assist in property acquisition services under this project and has delivered similar services to the Authority, including the fee acquisition of Lake Suzy Delivery Property and recently as a subconsultant to Ardurra for site selection research for the Fruitville Road Pump Station.

Earth Balance | *Principal Office: North Port, FL*

Earth Balance will provide mitigation services under this project. The company is Florida's leading environmental consulting and ecological restoration firm, specializing in restoring, creating, and managing ecosystems. Earth Balance has provided environmental and planning assistance to the Authority for more than two decades.

Omni Communications | *Principal Office: Tampa, FL*

Omni will provide subsurface utility exploration services under this project. Omni is an award-winning, women-owned, multi-disciplined consulting firm, focused to meet the needs of clients in the public and private sectors in the development of infrastructure for the public at large. The company's services and expertise include surveying and mapping, subsurface utility engineering (SUE), and utility coordination

Progressive Water Resources | *Principal Office: Sarasota, FL*

Progressive Water Resources (PWR) will assist with evaluation of permitting requirements for this project. PWR is a water resource consulting firm with extensive knowledge and experience in multiple aspects of ground and surface water resource development and management. PWR provides support services, including water supply development, watershed and stormwater management, regulatory permitting and compliance, water conservation, and strategic water resource planning.

CURRENT CONTRACTS WITH AUTHORITY CUSTOMERS

The following lists the team members who currently represent Charlotte, DeSoto, Manatee, and Sarasota counties, and the City of North Port in any way.

WADE TRIM
- » *Manatee County*
- » *Sarasota County (with the City of Sarasota)*

ARDURRA
- » *Sarasota County*

ARLENA DOMINICK
- » *City of North Port*

EARTH BALANCE
- » *Sarasota County*

HAZEN AND SAWYER
- » *Charlotte County*
- » *Sarasota County*
- » *City of North Port*

PROGRESSIVE WATER RESOURCES
- » *Sarasota County*

CURRENT LITIGATION INVOLVEMENT WITH AUTHORITY CUSTOMERS

None of our team members are involved in litigation against any of the Authority's customers, either directly or retained for testimony and expertise on behalf of any other entity in litigation against the Authority or any of its customers.

Exhibit 2 Case Study

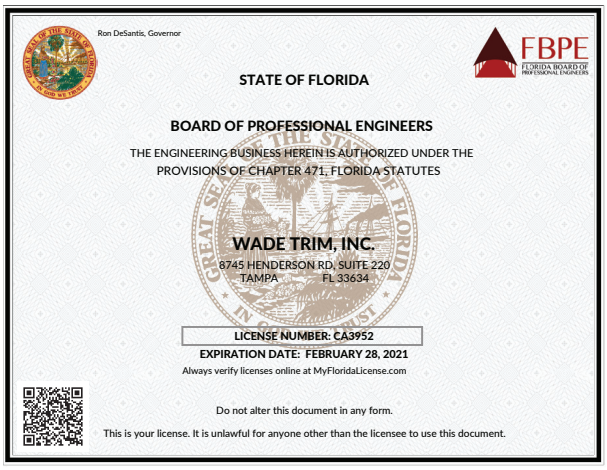
The best routes are selected by engineers with superior experience in final design of pipelines

Wade Trim staff members have completed several challenging projects in the Tampa Bay region. For Tampa Bay Water, Wade Trim staff members Tom Wilson, PE, Jim Gunther, PE, and Nick Houmis, PE, joined forces (at a previous employer) to design 12 miles of 84-inch-diameter water transmission main. The route included obstacles such as railroad, river, flood control canal, and highways. The project began with the development of an intense pipeline route analysis that culminated in a final design and construction management support. Project services included public involvement, property acquisition support, pipeline materials evaluation, aerial and land surveying, etc. The team put their combined experience to work to establish a route that ensured design requirements could be met. The project was a great success, proving that the best routes are selected by engineers with superior experience in the final design of pipelines.



A 400-foot-long, 84-inch-diameter aerial crossing was used to overcome one of the many obstacles our team faced when completing this challenging project. This experience will be brought to the Authority on the Phase 3C Feasibility and Routing Study.

Exhibit 3 Firm Licensure



Ron DeSantis, Governor

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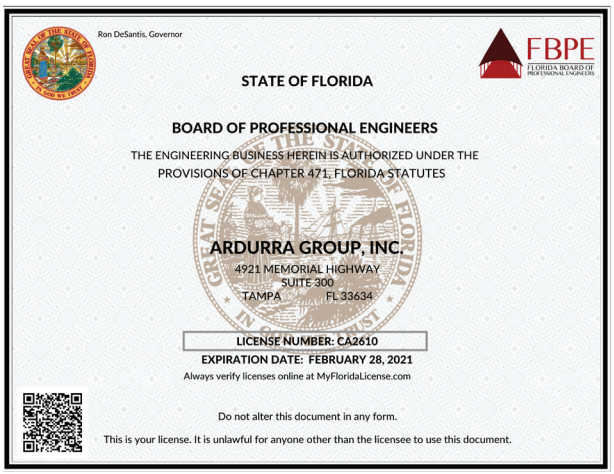
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WADE TRIM, INC.
8745 HENDERSON RD, SUITE 220
TAMPA FL 33634

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Wade Trim



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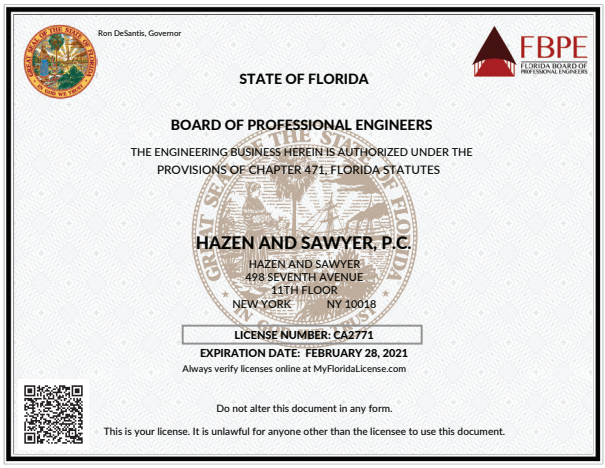
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ARDURRA GROUP, INC.
4921 MEMORIAL HIGHWAY
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Ardurra



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HAZEN AND SAWYER, P.C.
HAZEN AND SAWYER
498 SEVENTH AVENUE
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NEW YORK NY 10018

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Hazen and Sawyer



Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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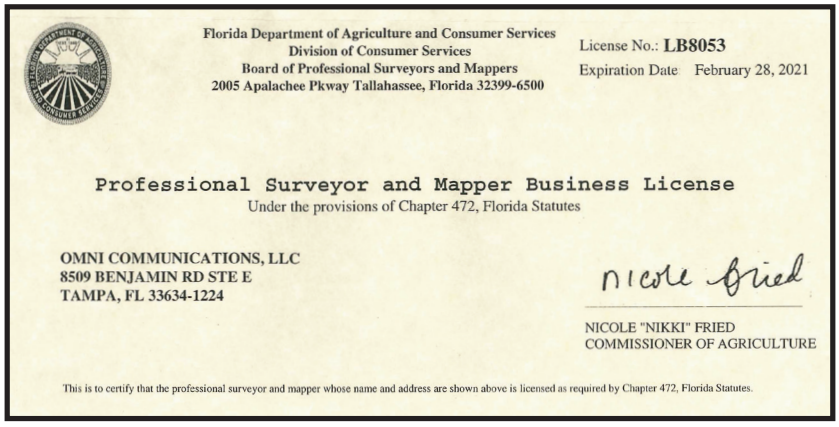
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Progressive Water Resources



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB8053
Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

OMNI COMMUNICATIONS, LLC
8509 BENJAMIN RD STE E
TAMPA, FL 33634-1224

Nicole Fried

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Omni Communications

/// Key Personnel

/// KEY PERSONNEL

Our project team is a multi-disciplined, highly qualified group of water professionals selected specifically to provide services for the Phase 3C Feasibility and Routing Study project. These local industry-recognized professionals have previously worked for the Authority, as well as clients such as the City of Tampa, Tampa Bay Water, and Hillsborough and Pinellas counties. Individual experience includes large water main design, route refinement, local coordination with communities and key stakeholders, solving design and constructability challenges, construction administration, and overseeing multiple construction contracts.

This team will be led by Project Manager Tom Wilson, PE, who will serve as the single point of contact for the Authority. Tom and other familiar faces will deliver this project successfully, just as they have on previous projects for the Authority.

Our organization chart is shown on the following page, followed by information about our proposed project manager. Key staff experience is also included in summary level resumes. Exhibit 4 below summarizes our team's experience delivering the services required under this procurement. None of our team's key personnel are leased or contracted.

Exhibit 4 Wade Trim Team Experience Delivering the Required Services

Our team includes every needed discipline with depth to deliver all required services under this project. Team Member	PRMRWSA Experience	Max Pipe Size (inches)	Routing Study	Engineering Design	Planning	Water Quality Modeling	Permitting	Mitigation	Cost Estimating	Property Acquisition	Hydraulic Modeling	Congested Corridors	Water Crossing
Tom Brzezinski, PE | Principal-in-Charge		144"	●	●	●		●	●	●	●	●	●	●
Chris Haney, PE, ENV SP | QA/QC	●	78"	●	●	●	●	●	●	●	●	●	●	●
Tom Wilson, PE | Project Manager	●	84"	●	●	●	●	●	●	●	●	●	●	●
Kaitlin Jeffords, PE | Planning Task Lead	●	42"	●	●	●		●		●	●	●	●	
Jeff Lowe, PE | Design Task Lead		108"	●	●	●		●	●	●	●	●	●	●
Derek Wride, PE, BCEE | Hydraulic Modeler		120"	●	●	●	●	●	●	●	●	●	●	●
Stephanie Ishii, PhD, PE, ENV SP | Water Quality Modeler	●	--	●	●	●	●	●		●		●		
Tom Traina, PE | Route Study	●	84"	●	●	●	●	●	●	●	●	●	●	●
Jason Kenyon, PE | Route Study		66"	●	●	●		●	●	●	●		●	●
Ben Turnage, PE | Pipeline Design	●	36"	●	●	●	●	●	●	●	●	●	●	●
Chris Bosserd, PE | Pipeline Design		66"	●	●	●		●	●	●	●		●	●
Steve Bupp, PE | Pumping/Storage Design	●	96"	●	●	●	●	●	●	●	●	●	●	●
Chris High, PE, ENV SP | Trenchless Technologies	●	60"	●	●	●	●	●	●	●	●	●	●	●
Jim Gunther, PE | Constructability	●	120"	●	●	●		●	●	●	●		●	●
Nick Houmis, PE | Constructability	●	144"	●	●	●	●	●	●	●	●	●	●	●
Dan Burden, PhD, PE | Cost Estimating		24"	●	●	●		●	●	●	●		●	●



"I commit the best resources to maximize the value of the Authority's investment on this critically important project."

—Tom Brzezinski, PE



"We will follow Wade Trim's stringent QA/QC process to make sure our deliverables meet the Authority's expectations."

—Chris Haney, PE, ENV SP



"A GIS database and web-based, project-specific dashboard will provide real-time construction tracking on this project."

—Kaitlin Jeffords, EI, ENV SP



"The corridors along the potential routes for the 3C Loop project contain characteristics I've worked with before."

—Jeff Lowe, PE



"Our local knowledge will help us develop the optimal pipeline/booster station/ storage tank design."

—Steve Bupp, PE

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

PRINCIPAL-IN-CHARGE
Tom Brzezinski, PE (Wade Trim)

PROJECT MANAGER
Tom Wilson, PE (Wade Trim)

QA/QC & TECHNICAL ADVISOR
Chris Haney, PE, ENV SP (Wade Trim)

Key personnel

Planning/GIS

TASK LEAD
Kaitlin Jeffords, EI, ENV SP (Ardurra)

Hydraulic Modeling
Derek Wride, PE, BCEE (Wade Trim)
Oscar Duarte, PE (Wade Trim)

Water Quality Modeling
Stephanie Ishii, PhD, PE, ENV SP (Hazen)

Engineering Design

TASK LEAD
Jeff Lowe, PE (Wade Trim)

Route Study/Evaluation
Tom Traina, PE (Ardurra)
Jason Kenyon, PE (Wade Trim)

Pipeline Design
Ben Turnage, PE (Ardurra)
Chris Bosserd, PE (Wade Trim)

Trenchless Technology
Chris High, PE, ENV SP (Wade Trim)

Pumping/Storage
Steve Bupp, PE (Wade Trim)
Loc Truong, PE (Ardurra)

Support Services

Cost Estimating/Constructability
Jim Gunther, PE (Wade Trim)
Nick Houmis, PE (Wade Trim)
Dan Burden, PhD, PE (Wade Trim)

Mitigation
Sarah Laroque, PMP (Earth Balance)

Permitting
Stephen Suau, PE (Progressive Water Resources)

Property Acquisition
Arlena Dominick, Realtor

Survey
Greg Baksis, PSM (Ardurra)

Utility Exploration
Ned Connolly, PSM (Omni Communications)



"Our water quality modeling work will make sure source water blending is effectively achieving water quality control."

—Stephanie Ishii, PhD, PE, ENV SP



"My experience delivering the Authority's Phase 1, 2, and 3B loop projects will pay dividends on the 3C Loop project."

—Tom Traina, PE



"The lessons learned from work in Detroit and Genesee County will bring a new perspective to delivering this route study."

—Jason Kenyon, PE



"Our study of the 3B Loop included potential 3C Loop alternatives—this reduces our learning curve."

—Ben Turnage, PE



"Any trenchless technology needs will be vetted to ensure the best, most cost-effective technology."

—Chris High, PE, ENV SP

"Pipeline projects are what I do; they're my passion. From my experience delivering some of the most complex pipeline projects in Florida, I understand what needs to be done for Peace River's Phase 3C project. I commit to delivering an optimum route to the Authority."

—Tom Wilson, PE





Tom Wilson, right, will work closely with Chris High, left, and all of the Wade Trim Team to provide all required services to the authority.

PROJECT MANAGER TOM WILSON, PE

The success of this project rests on the shoulders of the Project Manager, who needs to possess the expertise and understanding of each of the main components of the project. Tom Wilson, PE, Wade Trim's proposed Project Manager, has spent his 35-year career honing his skills in large-scale pipeline projects that include engineering design, planning, water quality modeling, permitting, mitigation, cost estimating, and property acquisition—the exact skills needed for the Authority's pipeline project. From his office in downtown Tampa, Tom will lead our unique key staff and subject matter experts to provide the Authority with a nationally recognized project it deserves. Exhibit 5 summarizes Tom's experience; Exhibit 6 on the following page highlights his areas of expertise.

Exhibit 5 Tom Wilson's Experience at a Glance

Tom Wilson brings the unmatched leadership and pipeline experience needed to deliver a high-quality project that maximizes the Authority's investment.

Route Characteristics
- » Has resolved challenges specific to all types of routes
- » Several projects with single pipe length exceeding 20 miles
- » Proven experience working in both rural and highly congested urban corridors
- » Knowledgeable in managing environmentally sensitive corridors

Supporting Services
- » Works closely in the details of all project aspects
- » Has assisted in acquiring hundreds of properties
- » Understanding of how best to obtain subsurface information
- » Hydraulic and water quality modeling proficiency

Pipe Characteristics
- » Designed over 6 million LF of pipeline of various sizes and materials
- » Fluent in trenchless technology applications
- » Knowledgeable in cathodic protection installations
- » Experience with up to 84-inch-diameter pipe

Pumping and Storage
- » Past success with water booster stations
- » Knowledgeable in pump station evaluations and designs
- » Pump station sizing and siting projects
- » Coordination of pumping and piping projects

Tom Wilson, PE
PROJECT MANAGER



- » Responsibility for overall project management
- » BS, Environmental Engineering, University of Florida

WADE TRIM

Value Engineering Studies 1 and 2, Peace River/Manasota Regional Water Supply Authority, FL – Project Engineer. Studies included 23 miles of 42-inch-diameter water transmission main, 12 aquifer storage and recovery (ASR) wells, and a 4-mile/24-inch-diameter water transmission main for more than $1 million in total adopted savings.

North Central Hillsborough Intertie for Tampa Bay Water, FL – Project Manager. The design and construction of 12 miles of 84-inch-diameter water transmission main. Responsible for providing and overseeing preliminary and final engineering designs, pipeline route analysis, public involvement, property acquisition, pipeline materials evaluation, extensive permitting, aerial and land surveying. This design also included numerous tunnels under a railroad, river, and highways, and a 400-foot-long, 84-inch-diameter aerial crossing over a flood control canal.

Reservoir Transmission Main for Tampa Bay Water, FL – Senior Project Engineer. The design and construction of 40,000 feet of 84-inch-diameter water transmission main. Responsible for providing data analysis, field reconnaissance, pipeline route selection, aerial and land surveying, property acquisition, legal descriptions and acquisition sketches for 28 parent parcels, permitting, environmental assessments, alternative pipe materials evaluation, and geotechnical investigations.

Central and Eastern Transmission Mains Routing, City of Tampa, FL – Senior Project Engineer. Route selection for approximately 5 miles of 42-inch-diameter water transmission main and approximately 11 miles of 36-, 42-, and 48-inch-diameter water transmission main. Responsible for providing and overseeing data collection and review, field reconnaissance, permitting assessments, and environmental analysis.

Exhibit 6 Tom Wilson's Areas of Expertise

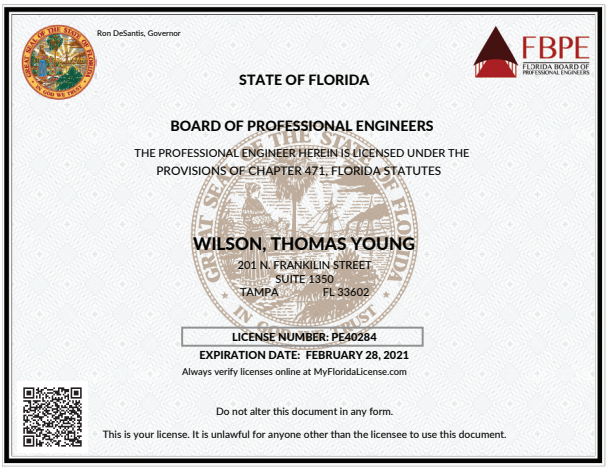
Large-Diameter
- ✓ Large-diameter, up to 84-inch
- ✓ Narrow, congested right-of-way
- ✓ Route studies

Material
- ✓ PVC
- ✓ HDPE
- ✓ CPP
- ✓ DIP
- ✓ Steel
- ✓ FRP

Trenchless Technology
- ✓ Microtunnel
- ✓ HDD
- ✓ Pipebursting
- ✓ Sliplining
- ✓ CIPP
- ✓ Jack-and-bore

Eastern Transmission Main, City of Tampa, FL – Senior Project Engineer. Design and construction of 11 miles of 36-, 42-, and 48-inch-diameter pipeline comprising the Eastern Transmission Main. Responsible for route study, engineering, surveying, geotechnical investigations, final design, permitting, land acquisition. Numerous trenchless crossings under highways and railroads were required.

Water Transmission Main Improvements, Pinellas County, FL – Senior Project Engineer. The replacement of 12 miles of defective 54- and 60-inch-diameter water transmission main. Responsible for route selection, providing direction of aerial and ground survey, acquisition of over 40 required public and private easements, development of detailed plans.



Ron DeSantis, Governor

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WILSON, THOMAS YOUNG
201 N. FRANKILIN STREET
SUITE 1350
TAMPA FL 33602

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Tom Brzezinski, PE

PRINCIPAL-IN-CHARGE



- Responsible for project oversight
- 32 years of experience
- MBA, Management/Finance, Wayne State University
- BS, Civil Engineering, Michigan State University

WADE TRIM

SL-3A.1/SL-3B.1/SL-3B Large-Diameter Pipeline, Miami-Dade County Water and Sewer Department, Miami, FL – Project Manager. Completed a route study and corridor analysis through an urban congested corridor for 16,000 LF of 60-inch-diameter, 11,000 LF of 42-inch-diameter, and 16,000 LF of 36-inch-diameter transmission pipelines.

Minton Road Water Main, City of West Melbourne, FL – Principal-in-Charge. A route study was completed for a proposed 18- to 20-inch water transmission line.

Water Transmission Main Design and Supply, Karegnondi Water Authority, Genesee County, MI – Technical Advisor. Completed route analysis and set the alignment for the water transmission main that included 50-miles of 60- and 66-inch transmission main, 13 miles of 36-inch transmission main, booster station, reservoir, water intake and pump station, and two new electric substations.

Continuing Engineering Services, City of Palm Bay, FL – Principal-in-Charge. Tom and Wade Trim have been instrumental in planning, routing, and designing water main in the City during the past fifteen years

Chris Haney, PE, ENV SP

QA/QC & TECHNICAL ADVISOR



- Responsible for project QA/QC
- 23 years of experience
- BS, Civil Engineering, Georgia Institute of Technology

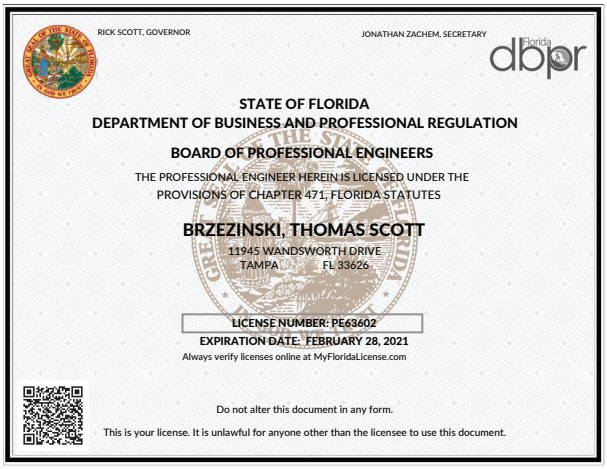
WADE TRIM

PRMRWSA General Engineering Services Contract, Desoto County, FL – Principal, QA/QC. Chris supported a client management and project delivery team on numerous work orders from 2005 to 2010, including projects at the PRF WTP, surface water reservoir, interconnection loop projects, etc.

Project Renew, Orlando, FL – Senior Engineer. Chris led the planning, routing study, and design of 14 miles of reclaimed water transmission main from Orlando OUC Conserv II Plant to Apopka for aquifer replenishment through rapid infiltration basins.

Interstate 75 Widening Design-Build, Charlotte, Lee and Collier Counties, FL – Technical Lead. Chris led the investigation, routing, and design-build of numerous utilities including several large-diameter water transmission mains required during the widening of 25 miles of I-75.

US 301 Utility Relocations, Hillsborough County, FL – Project Principal. Chris led the team responsible for 10 miles of utility relocations required for the widening of US 301 including the planning, design, and relocation of 36-inch water transmission main.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

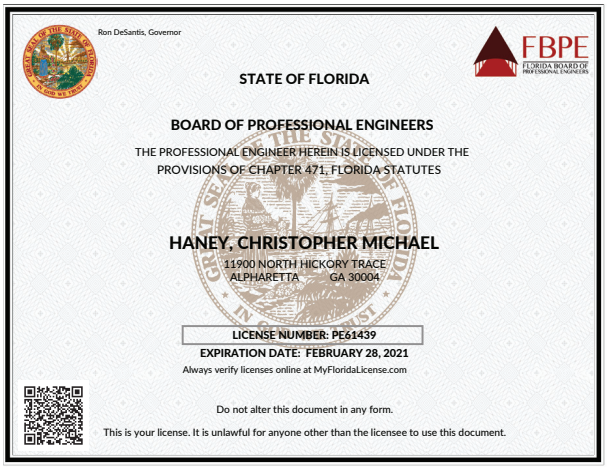
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Kaitlin Jeffords, EI, ENV SP

PLANNING/GIS TASK LEAD



- » Responsible for planning/GIS delivery
- » BS, Chemical Engineering, University of Alabama

ARDURRA

East Gate Utilities Relocation Phase 2, Pinellas County, FL – Project Engineer. Provided design, permitting and GIS services for field investigation, design, permitting, and construction management services for 21,200 LF of water main replacements; 2,600 LF of new gravity sewer; abandonment of 2-, 3-, and 4-inch rear lot water mains; 2,000 LF of new storm sewer; relocation of 269 water services on private property; and roadway re-paving in an existing neighborhood. Developed a GIS database and web-based, project-specific dashboard for data management and real-time tracking of construction progress and as-built data.

Reclaimed Water Distribution System Modeling, University of Florida, Gainesville, FL – Project Engineer. Developed a GIS-based Survey 123 application to collect field information on the campus irrigation meter locations and collect and process programming data from over 100 irrigation controllers on the campus.

Venice Water Main Replacement, Venice, FL – Project Engineer. Provided design, permitting, and GIS services for 5,000 LF of replacement 6-inch water main along the main thoroughfare downtown. Developed a GIS database, mobile app, and web-based dashboard for data management and real-time tracking of construction progress.

Utility Relocations SR 699 (Gulf Boulevard), Pinellas County/FDOT, FL – Project Engineer. Responsible for utility coordination, design, and construction administration assistance for the relocation of 4 miles of potable water and reclaimed water mains and sanitary sewers, including new services and laterals constructed in conjunction with stormwater and roadway reconstruction along a narrow two-lane beachfront roadway.

Jeff Lowe, PE

ENGINEERING DESIGN TASK LEAD



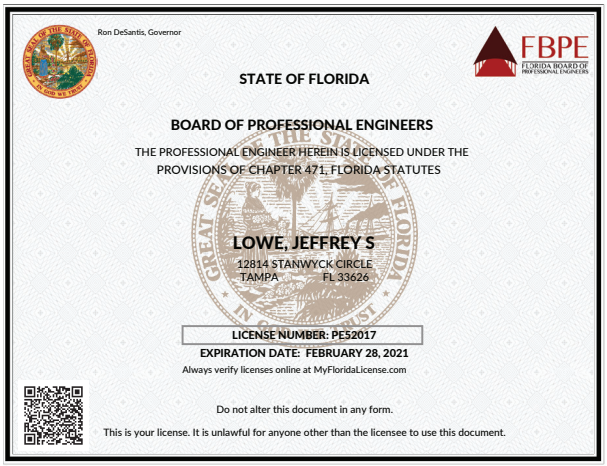
- » Responsible for design delivery and trenchless work
- » BS, Civil Engineering, University of South Florida

WADE TRIM

Pasadena 36-inch Force Main Replacement, City of St. Petersburg, FL – Project Manager. Analyzed various route alternatives for 5,300 LF of proposed 36-inch force main through a congested residential corridor. Drafted and presented the route alternatives with recommendations in a preliminary design report.

SL-3A.1/SL-3B.1/SL-3B Large-Diameter Pipeline, Miami-Dade County Water and Sewer Department, Miami, FL – Deputy Project Manager. Completed a route study and corridor analysis through a urban congested corridor for 16,000 LF of 60-inch-diameter, 11,000 LF of 42-inch-diameter, and 16,000 LF of 36-inch-diameter transmission pipelines. Trenchless technology, via micro-tunnel/HDD, carries the pipe under canals and a CSX railroad crossing.

South County Reclaimed Water Program, Pinellas County, FL – Project Manager. Route study and design for new reclaimed water pipeline with 6 miles of 24-inch force main, 4.5 miles of 36-inch-diameter, 22 miles of 24-inch-diameter, 4 miles of 20-inch-diameter, and 3 miles of 30-inch-diameter pipeline.


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Stephanie Ishii, PhD, PE, ENV SP

WATER QUALITY MODELER



- » Responsible for water quality requirements
- » PhD, Environmental Engineering, University of Florida
- » ME, Environmental Engineering, University of Florida
- » BS, Environmental Engineering, University of Florida

Hazen

Water Quality Master Plan, Peace River Manasota Regional Water Supply Authority (PRMRWSA), FL – Project Engineer. Assessed the Facility's ability to meet existing and potential drinking water regulations and guidelines and the impact of source water variability on treatment and distributed water quality.

Long-Term Master Water Plan Update, Tampa Bay Water, FL – Principal Scientist. Developed and refined multiple water supply configurations to meet the Agency's projected demands for the next 20 years. Performed cost estimates and comparative evaluations of operational impacts, risk, and system integration potential.

Nassau Water Reclamation Facility Improvements, JEA, FL – Project Engineer. Identified and evaluated multiple integrated solutions for wastewater treatment and effluent management, including detailed end-user capacity estimates (e.g., reclaimed water demands, wetland capacities) and pipe routing implications.

Tom Traina, PE

ROUTE STUDY EVALUATOR



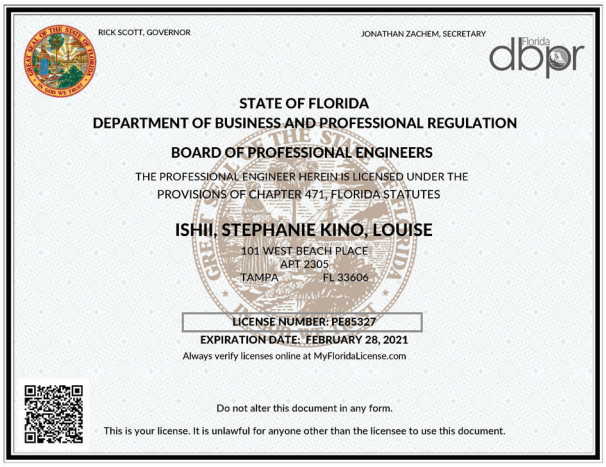
- » Responsible for route evaluation
- » BS, Civil Engineering, University of Notre Dame

ARDURRA

Regional Integrated Loop System, Phase 2, Peace River Manasota Regional Water Supply Authority, FL - Engineer of Record and Construction Manager. Responsible for the preparation of a basis of design report and subsequent design and permitting of a 7-mile-long, 42-inch-diameter transmission main that included options for steel and ductile iron pipe, cathodic protection, three meter stations, five interconnections with existing transmission mains, line valves, air valves, and blow-offs.

Regional Integrated Loop System, Phase 1 and 3B, Peace River Manasota Regional Water Supply Authority, FL – Project Manager, Engineer of Record and Construction Manager. Preliminary engineering, design, permitting, and construction services for Phase 1 and 3B. Phase 1 involved approximately 5 miles of 48-inch and 1 mile of 36-inch potable water transmission main and interconnect/meter assemblies. Phase 3B involved 6 miles of 24-inch ductile iron pipe.

Third-Party Review of Phase 1 Interconnect Peace River Manasota Regional Water Supply Authority – Project Manager. Review of the Authority's Phase 1 Interconnect Project as required by SWFWMD for projects requesting Cooperative Funding Grants.



RICK SCOTT, GOVERNOR
JONATHAN ZACHEM, SECRETARY
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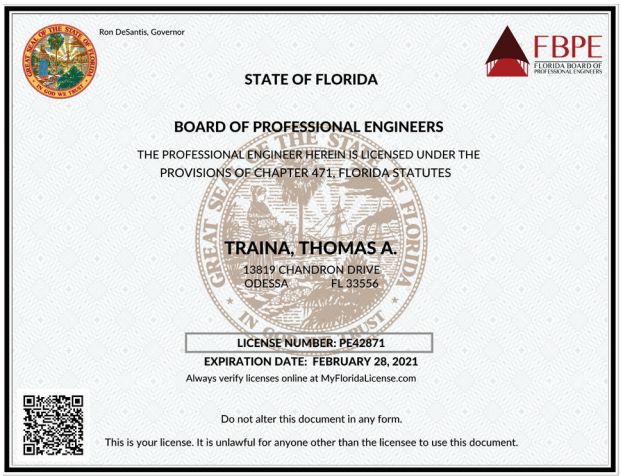
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Jason Kenyon, PE
ROUTE STUDY EVALUATOR



- Responsible for route evaluation
- BS, Civil and Environmental Engineering, University of Michigan

WADE TRIM

CS-152 Route Analysis and Preliminary Design, Great Lakes Water Authority, Detroit, MI – Project Manager. Evaluating potential route segments to bring 150 MGD of finished water from Water Works Park Water Treatment Plant to the Northeast WTP. Leading the utility investigation that includes obtaining and reviewing record drawings of all utilities in the 2-mile-wide potential pipeline corridor. Route alternatives for the up-to-96-inch pipeline are located entirely in the City of Detroit.

Karegnondi Water Authority Feasibility Study, Genesee County and City of Flint, MI – Co-Project Manager. A team of six consultants conducted a feasibility study, including conceptual design and cost estimating for 63 miles of new water transmission pipeline from Port Huron to Genesee County with various water treatment plant components. Project cost estimates for the conceptual design totaled more than $600 million.

Flint Raw Water Project, City of Flint, Flint, MI – Project Manager. Responsible for design and environmental permitting of 36-inch ductile iron water transmission main, including the installation of approximately 10,300 LF of water main.

Ben Turnage, PE
PIPELINE DESIGNER



- Responsible for pipeline design support
- BS, Biological Engineering, University of Georgia
- BS, Physics, Furman University

ARDURRA

North-Central Pasco Transmission Mains, Pasco County, FL – Project Manager. The conceptual and final design, cost estimation, route evaluation, pipe sizing, easement acquisition assistance, quality control and review, and general management of project, budget and schedule for 7.5 miles of 36-inch ductile iron reclaimed water main and 8.3 miles of 12-inch to 20-inch wastewater force main. The installation included several large-diameter jack-and-bores and directional drills under five state and county roadways, three forested wetlands, and two railway easements.

Redundant Force Main From PS 16 to South Cross Bayou WRF, Pinellas County, FL – Engineer of Record. The alignment evaluation, design, permitting, and construction of approximately 9,000 LF of 36-inch force main and 850 LF of 20-inch force main along congested Park Boulevard (SR-694) and crossing Starkey Road and the Pinellas Trail.

Design-Build of River Oaks Diversion Project, Hillsborough County, FL – Lead Engineer of Record. Design, permitting, and construction certification of a new 24-MGD wastewater pump station, 5,000 LF of new 36-inch force main, and 12,900 LF of 30-inch force main to divert all flows to the NWRWRF.



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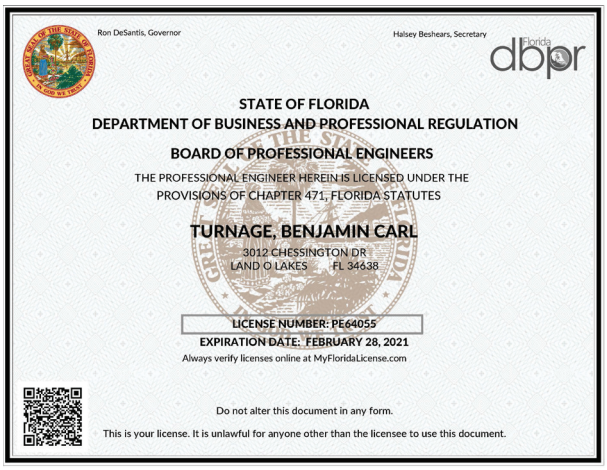
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Licensee Information

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Address:	Gaines MI 48436
County:	Genesee

License Information

License Type:	Professional Engineer
License Number:	6201047446
Specialties:	
Status:	Active
Limitations:	
Issue Date:	03/05/2001
Expiration Date:	10/31/2021



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Chris High, PE, ENV SP

TRENCHLESS TECHNOLOGY DESIGNER



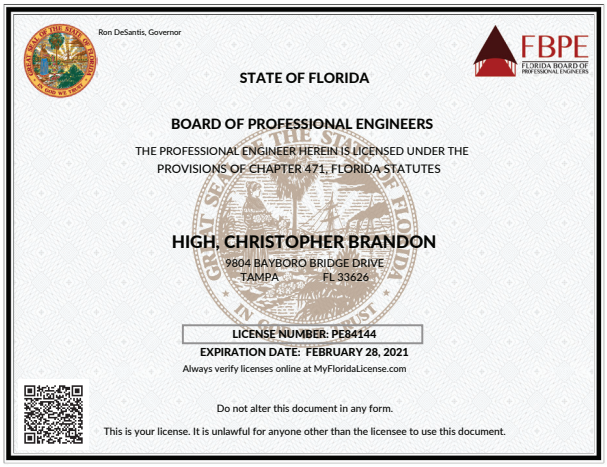
- Responsible for trenchless technology application
- BS, Civil Engineering, University of South Florida

WADE TRIM

Integrated Loop System Phase 3B, Peace River Manasota Regional Water Supply Authority, Sarasota County, FL – Lead Technical Designer. Responsible for preliminary engineering, design, and permitting for ±5 miles of 48-inch potable water transmission main and associated storage and pumping facilities. Also performed preliminary engineering including a route evaluation, open-cut versus trenchless construction methods comparison, determination of land acquisition and permitting requirements, cost estimating, and development of a Basis of Design Report.

Loop System Phase 1, Peace River Manasota Regional Water Supply Authority, Punta Gorda, FL – Project Engineer. Served as the design lead for preliminary engineering, design, and permitting for a 3,500 LF subaqueous HDD under Shell Creek associated with ±6 miles of 24-inch potable water transmission main.

Tampa Augmentation Project, City of Tampa, Tampa, FL – Project Manager. Responsible for the preliminary evaluation, design, and estimating related to the installation of a new aquifer recharge and recovery system. The project included installation of approximately 22 miles of up to 48-inch reclaim water main and multiple trenchless crossings.



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Steve Bupp, PE

PUMPING/STORAGE DESIGNER



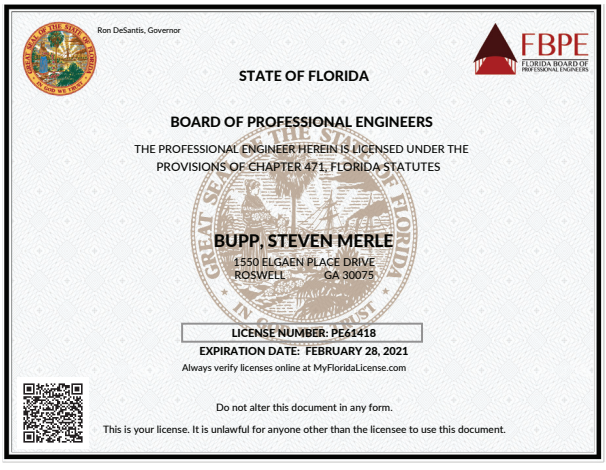
- Responsible for pumping and storage design
- MS, Civil Engineering, University of Utah, 1993
- BS, Civil Engineering, University of Maryland, 1976

WADE TRIM

Regional Integrated Loop System Potable Water Interconnect Project, Peace River Manasota Regional Water Supply Authority (PRMRWSA), FL – Project Manager. The planning, evaluation, and routing of large-diameter transmission mains and siting of pumping and storage facilities to interconnect multiple finished water sources with highly variable water quality characteristics into one distribution system.

North County Regional Water Treatment Plant (Multiple Projects) RO Membrane Replacement, RO Expansion and Raw Water Supply Pipeline, Collier County, FL – Senior Engineer. Projects included procuring replacement membranes for its existing 8-MGD train of brackish water membrane treatment, degassifier replacement and odor control, and the planning and design of new high-TDS RO membranes and new raw water supply transmission main from the wellfield.

Central Water Pump Station and Storage Facility, Gwinnett County, GA – Project Manager. Steve oversaw design services for a 20-million-gallon finished water storage and a 40-MGD pump station facility.



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/// Project Experience

Exhibit 7 The Wade Trim Team Major Pipeline Experience Clients

FLORIDA PIPELINE CLIENTS

- Peace River Manasota Regional Water Supply Authority
- Tampa Bay Water
- City of Tampa
- Hillsborough County
- Pinellas County
- City of St. Petersburg
- Pasco County
- Miami-Dade County
- Brevard County
- City of Palm Bay
- North Fort Meyers
- Manatee County

NATIONAL PIPELINE CLIENTS

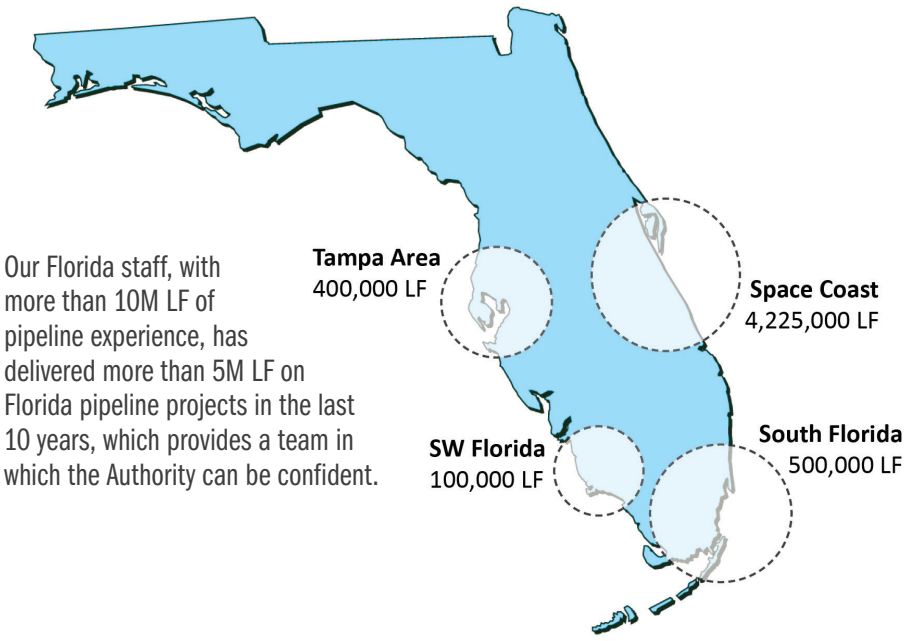
- City of Detroit, MI
- Great Lakes Water Authority, MI
- Northeast Ohio Regional Sewer District, OH
- New York DEP, NY
- City of Flint, MI
- Genesee County, MI
- Cincinnati Metropolitan Sewer District, OH
- Metropolitan Utilities District of Omaha, NE
- Atlanta Department of Watershed Managements, GA
- Allegheny County Sanitary Authority, PA
- Wayne County Department of the Environment, MI
- City of Fort Worth, TX

RELEVANT EXPERIENCE

Wade Trim has bridged the gap from regional firm that meets the routine needs of larger clients to a firm that provides the expertise and depth of a national engineering firm. We routinely work with and compete against national firms on large-scale infrastructure projects beyond the Florida border. Wade Trim and our staff have managed some of Florida's largest pipeline infrastructure projects for clients such as the Authority, Tampa Bay Water, Miami-Dade County, City of Tampa, and more, as well as large national clients across the United States shown in Exhibit 7. Our recent Florida pipeline experience is shown in Exhibit 8.

Our planning, design, and construction work speaks for itself. We have successfully designed and managed the construction of numerous projects similar in complexity to the Phase 3C Loop project. Although we have more similar projects to highlight, we are showcasing 12 to stay within the page limitations required in the Authority's request for statement of qualifications. These projects contain similar characteristics to the Phase 3C Loop project, such as congested urban corridors, canal crossings, property acquisition, mitigation, and so on. Exhibit 9 on the following page summarizes our presented projects and indicates the similar relevant characteristics, as well as the team member proposed for this project who worked on it.

Exhibit 8 Wade Trim Recent Florida Pipeline Experience



Our Florida staff, with more than 10M LF of pipeline experience, has delivered more than 5M LF on Florida pipeline projects in the last 10 years, which provides a team in which the Authority can be confident.

Exhibit 9 Wade Trim Team Experience Delivering Feasibility and Routing Studies for Major Pipelines

The Wade Trim Team brings significant local and national experience delivering feasibility and routing studies. This experience will help ensure the Authority selects the best route for this critically important project.

Project/Client	Proposed Staff Members	Max. Pipe Size (inches)	Route Length (miles)	Routing Study	Engineering Design	Planning	Water Quality Modeling	Permitting	Mitigation	Cost Estimating	Property Acquisition	Hydraulic Modeling	Congested Corridors	Water Crossing
CS-152 81-Inch Transmission Main Route Study, City of Detroit, MI	Jason Kenyon, Chris Bosserd	81”	7	●	●	●	●	●	●	●	●	●	●	
KWA Water Transmission Design and Supply Program Management, Genesee County, MI	Tom Brzezinski, Jason Kenyon, Chris Bosserd	66”	63	●	●	●	●	●	●	●	●	●	●	●
Continuing Engineer Services Water Main Program, City of Palm Bay, FL	Tom Brzezinski, Chris Haney, Jeff Lowe, Oscar Duarte, Dan Burden	24”	11	●	●	●	●	●	●	●	●	●	●	●
Minton Road Water Main, City of Melbourne, FL	Tom Brzezinski, Oscar Duarte	20”	4	●	●	●		●		●		●	●	●
36-Inch Parallel Water Main, City of Flint, MI	Jason Kenyon, Chris Bosserd	36”	2	●	●	●		●		●		●	●	●
SL-3A.1/SL-3B/SL-3B.1 36-, 42-, and 60-Inch-Diameter Transmission Main, Miami-Dade County Water and Sewer Department, FL	Tom Brzezinski, Jeff Lowe, Oscar Duarte	60”	5	●	●	●		●	●	●	●	●	●	●
I-275 Water Mains, City of Tampa, FL	Tom Brzezinski, Tom Wilson, Jim Gunther	30”	8	●	●	●		●		●		●	●	
Harbor Island Force Main Replacement, City of Tampa, FL	Tom Brzezinski, Tom Wilson, Chris Haney, Chris High, Jim Gunther	54”	3	●	●	●		●		●	●	●	●	●
Integrated Loop System Phase 3B, Peace River Manasota Regional Water Supply Authority (PRMRWSA), FL	Tom Traina, Chris High	48”	5	●	●	●	●	●	●	●	●	●		●
Integrated Loop System Phase 1, PRMRWSA, FL	Tom Traina	24”	6	●	●	●	●	●	●	●	●	●		●
Central Pasco Water and Wastewater System Improvements, Pasco County, FL	Tom Traina, Ben Turnage	36”	28	●	●	●	●	●	●	●	●	●		●
Regional Integrated Loop Feasibility Study, PRMRWSA, FL	Sarah Laroque	36”	5	●				●	●	●				


KWA pipeline

CS-152 Route Study and Preliminary Design

Prime: Wade Trim | Client: Great Lakes Water Authority (GLWA), Detroit, MI | Design Completed: 2019 | Budget: Design $2,700,000; Construction $93,000,000 | Proposed Staff Involved: Jason Kenyon, Chris Bosserd

engineering design | planning | permitting | mitigation | cost estimating | property acquisition

Wade Trim performed analysis and study of route alternatives for 7 miles of 81-inch water transmission main to connect two GLWA water booster and reservoir storage stations. The rating system analyzed and scored potential negative impacts including environmental concerns, community impacts, property ownership, utility conflicts, permitting, traffic control, and constructability issues. An iterative analysis of route alternatives connect the two stations through downtown Detroit. We also aided in preliminary design of the selected route. Approximately 95 route segments were evaluated using a cost analysis and a non-cost criteria rating system. The rating system analyzed and scored potential negative impacts to and as a result of the project. This system allowed a weighted score of each route to be established, ensuring each stakeholder had a say in the most important aspects of the selected route.

Water Transmission Design and Supply Program Management

Prime: Wade Trim | Client: Karegnondi Water Authority/Genesee County Drain Commissioner, MI | Design Completed: 2016 | Budget: Design $1,105,845; Construction $40,500,000 | Proposed Staff Involved: Tom Brzezinski, Jason Kenyon, Chris Bosserd

engineering design | planning | permitting | mitigation | cost estimating | property acquisition

Wade Trim completed a route analysis and set the alignment for the water transmission main that included 50 miles of 60- and 66-inch transmission main, 13 miles of 36-inch transmission main, booster station, reservoir, water intake and pump station, and two new electric substations. Wade Trim also designed a 12-mile segment of 60-inch water transmission main and was part of the Program Management Team that managed and coordinated the seven design and construction contracts. While most of the pipe route was designed within the public right-of-way, portions required reconstruction at road crossings designed to County standards. Working with an environmental permitting firm and a geotechnical consultant, Wade Trim also designed six large box culverts at regulated canal crossings, which met Michigan Department of Environmental Quality and County requirements. The selected 63-mile route from Flint to Lake Huron best fit the needs of the Authority.

Continuing Engineer Services Water Main Program

Prime: Wade Trim | Client: City of Palm Bay, FL | Contract Completed: 2019 | Budget: Design $122,500; Construction $9,000,000 | Proposed Staff Involved: Tom Brzezinski, Chris Haney, Jeff Lowe, Oscar Duarte, Dan Burden

engineering design | planning | permitting | cost estimating

With a distribution system consisting of over 500 miles of water main, water main rehabilitation is a high priority for the City of Palm Bay. Wade Trim has been instrumental in planning, routing, and designing water main during the past 15 years as the City's sole utility engineering firm. Two recent water pipeline projects Wade Trim completed included a route study evaluating factors such as ease of construction, cost analysis, traffic control, permitting, etc. These projects were ultimately designed by Wade Trim and included the 3-mile, 16-inch-diameter Palm Vista Water Main and 8-mile, 24-inch Cogan Road Water Main. Wade Trim completed the City's Water Master Plan and used hydraulic network modeling to accurately simulate existing flows and characteristics of the distribution system. The model and Master Plan update were further used for planning future development and expansions to the water distribution system. New mains have also been installed using directional drilling.


Minton Road

Minton Road Water Main

Prime: Wade Trim | Client: City of Melbourne, FL | Construction Completed: 2011 | Budget: Design $512,000; Construction $2.8,000,000 | Proposed Staff Involved: Tom Brzezinski, Oscar Duarte

engineering design | planning | permitting | cost estimating

Wade Trim has a working relationship with West Melbourne that goes back to 2010. For the Minton Road project, a route study and private utility coordination were critical in the design and construction of 4 miles of 18-inch and 20-inch water main, including directional drilling below I-95. Wade Trim was selected to complete the route study, alignment, survey, and design, and facilitate permitting for the water transmission line. The project area experiences high-traffic volume throughout the day, and the right-of-way (ROW) has a number of private utility lines. Wade Trim worked with the City and Brevard County in developing an alignment that would minimize impacts to the local traffic. The proposed alignment involved easements from private property owners and the use of the Melbourne Tillman Water Control District canal right-of-way. This also placed the work along the rear of private property to avoid the need for an easement from the US Post Office.

36-Inch Parallel Water Main

Prime: Wade Trim | Client: Genesee County Drain Commissioner, Flint, MI | Design Completed: 2017 | Budget: Design $231,100; Construction TBD | Proposed Staff Involved: Jason Kenyon, Chris Bosserd

engineering design | planning | permitting | cost estimating

Wade Trim completed a route study and design of two miles of 36-inch ductile-iron water pipeline, dubbed the "parallel pipeline" as it would parallel an existing 72-inch transmission main to provide access to a secondary water source in an emergency. Full pre-design topographic survey and mapping were performed to show utilities, trees, and other physical features that could be affected by the transmission main. While largely located in public right-of-way, the project includes a 150-foot crossing of railway property and a 250-foot micro-tunnel beneath the Flint River. Wade Trim completed a full pre-design topographic survey and mapping of the street right-of-way and adjacent front property area during the route analysis. The data was processed, checked, and used to create a full CADD base map to identify the best route for the pipeline and show pavement, driveways and approaches, sidewalks, public utilities, franchise utilities, fences, trees, and other physical features that affect final design.

SL-3A.1/SL-3B/SL-3B.1 36-, 42-, and 60-Inch-Diameter Transmission Main

Prime: Wade Trim | Client: Miami-Dade County Water and Sewer Department, FL | Design Completed: 2018 | Budget: Design $3,160,000; Construction $53,500,000 | Proposed Staff Involved: Tom Brzezinski, Jeff Lowe, Oscar Duarte

engineering design | planning | permitting | cost estimating | property acquisition

Wade Trim completed a route study and preliminary design for three sections of pipeline for Miami-Dade County, including in-depth route studies. SL-3A.1 is 8,600 LF of 54- and 60-inch-diameter ductile-iron pipe (DIP) transmission main. SL-3B.1 is 7,500 LF of 36-inch-diameter DIP transmission main. Two of the pipelines run generally parallel to each other through a highly congested corridor with several existing utilities within the right-of-way, including water main, sanitary sewer, stormwater, telecommunications, and gas. This highly traveled roadway goes through a residential neighborhood with light commercial businesses in some areas. Wade Trim selected predominately open-cut technology for the pipeline installation. To reduce maintenance of traffic during construction, Wade Trim located the alignment of the pipelines to allow for continuous two-lane travel during construction in both directions of this six-lane boulevard by using the median as much as possible.


Harbour Island

I-275 Water Main and Relocation Design

Prime: Wade Trim | Client: City of Tampa, FL | Construction Completed: 2010 | Budget: Design $872,000; Construction $12,000,000 | Proposed Staff Involved: Tom Brzezinski, *Tom Wilson, *Jim Gunther (*with previous employer)

engineering design | planning | permitting | cost estimating

Wade Trim provided routing study, design, and construction administration for water main relocations during the widening of the I-275 corridor through Tampa. Work was sequenced to minimize adverse impacts on the public. Design included approximately 8 miles of finished water main up to 30-inch-diameter. Wade Trim worked closely with City of Tampa staff identifying new routes for the mains to minimize negative impacts to local residents, mitigation, permitting, utility conflicts, and property acquisition. The project required removal and relocation of existing water and transmission mains to reestablish looping and maintain flows, pressures, and fire protection. Approximately 4,500 feet of new casing pipes were proposed for installation under I-275. Special design considerations and careful scheduling and sequencing during construction minimized system interruptions. (*with previous employer)

Harbour Island Force Main Replacement

Prime: Wade Trim | Client: City of Tampa, FL | Design Completed: 2020 | Budget: Design $2,800,000; Construction $68,000,000 | Proposed Staff Involved: Tom Brzezinski, Tom Wilson, Chris Haney, Chris High, Jim Gunther

engineering design | planning | permitting | cost estimating | property acquisition

The project involves replacing roughly 14,000 LF of 54-inch-diameter pipeline force main that carries flow from the Krause Street Pump Station to the Howard F. Curren Advanced Wastewater Treatment Plant for the City of Tampa. Services included route selection coupled with public outreach. The route starts on Harbour Island, which is just offshore of downtown Tampa and is surrounded by Garrison Channel, Seddon Channel, and Sparkman Channel. From there, the route moves to the intersection of Franklin Street and Old Water Street, progresses eastward in Old Water Street to Morgan Street, and has a 3,200 LF micro-tunnel under Garrison Channel and Sparkman Channel with a 72-inch-diameter casing. The alignment then runs through Port of Tampa to the Howard F. Curren AWTP. A detailed alternative analysis and route study was completed, driven by the City's commitment made during our public outreach efforts to keep the new pipeline off Harbour Island.

Integrated Loop System Phase 3B

Prime: Ardurra | Client: Peace River Manasota Regional Water Supply, FL | Construction Completed: Dec 2020 (estimate) | Budget: Design $2,900,000; Construction $12,100,000 | Proposed Staff Involved: Tom Traina, *Chris High (*with previous employer) engineering design | planning | permitting | mitigation | cost estimating | property acquisition

Ardurra was retained to provide preliminary engineering, design, permitting and construction management services for 5 miles of 48-inch potable water transmission main and a proposed storage and re-pump station that will feed water to the Sarasota County water system via several wholesale metered connections and ultimately connect to a future water main extending to an interconnect with Manatee County. Preliminary engineering services included development of a WaterCAD hydraulic model to determine the demands, storage and re-pump station locations and operating protocols. The model was then used to determine the pipe size and evaluate water age, delivery pressures, the need and location for a storage tank and re-pump station and the need for chemical feed systems. Ardurra also identified and evaluated potential routes for the pipeline and identified land acquisition and permitting requirements.


Central Pasco improvements

Integrated Loop System Phase 1

Prime: Ardurra | Client: Peace River Manasota Regional Water Supply, FL | Construction Completed: July 2020 (estimate) | Budget: Design $2,400,000; Construction $8,200,000 | Proposed Staff Involved: Tom Traina

engineering design | planning | permitting | mitigation | cost estimating | property acquisition

The Authority retained Ardurra to perform preliminary engineering services, design, permitting, and construction management services for 6.3 miles of 24-inch potable water transmission main. Preliminary engineering services included evaluating demands and delivery pressures and developing a hydraulic model to determine the pipe size, the need and/or location for a storage tank and/or re-pump station, and chemical feed systems. Ardurra also identified and evaluated potential routes, identified land acquisition and permitting requirements and prepared an opinion of probable construction cost and implementation schedule. Resulting information and recommendations were compiled and reported in the Basis of Design Report submitted to the Authority. Subsequently, Ardurra provided the final design, permitting, and construction management services for the 24-inch potable water transmission main which included two interconnects and metering/telemetry stations with DeSoto County's and the City of Punta Gorda's water systems.

Central Pasco Water and Wastewater System Improvements

Prime: Ardurra | Client: Pasco County, FL | Construction Completed: 2010 | Budget: Design $2,000,000; Construction $23,000,000| Proposed Staff Involved: Tom Traina, Ben Turnage

engineering design | planning | permitting | mitigation | cost estimating | property acquisition

Ardurra provided fast-tracked design, permitting, land acquisition assistance, construction management, and construction observation services for 90,000 LF of 36-, 24-, 16-, and 12-inch potable water main pipelines; 57,000 LF of 24-, 16-, and 12-inch sanitary force mains; 900 LF of 36-inch ductile-iron directional drill under Trout Creek; a 1,000-GPM potable water package booster pump station; a 5MG ground storage tank; and a 5-MGD high service pump station. Ardurra also assisted the County with land acquisition and worked with a subconsultant to obtain over 20 easements.

Regional Integrated Loop Feasibility Study

Prime: Earth Balance | Client: PBS&J; Charlotte, Sarasota, Manatee, and DeSoto Counties, FL | Study Completed: 2006 | Budget: Design $54,380 | Proposed Staff Involved: Sarah Laroque permitting | mitigation

Earth Balance provided environmental consulting services for the initial feasibility study of the Regional Integrated Loop pipeline system. This included the evaluation of potential pipeline routes for the presence of environmentally sensitive habitats or protected species conflicts. Project managers met with state and federal regulatory agencies to identify critical permitting challenges and potential avoidance options for each of the routes. Based on an evaluation of environmental factors, permitting timelines and costs, Earth Balance supplied an environmental ranking of the potential routes.

/// Approach & Workload

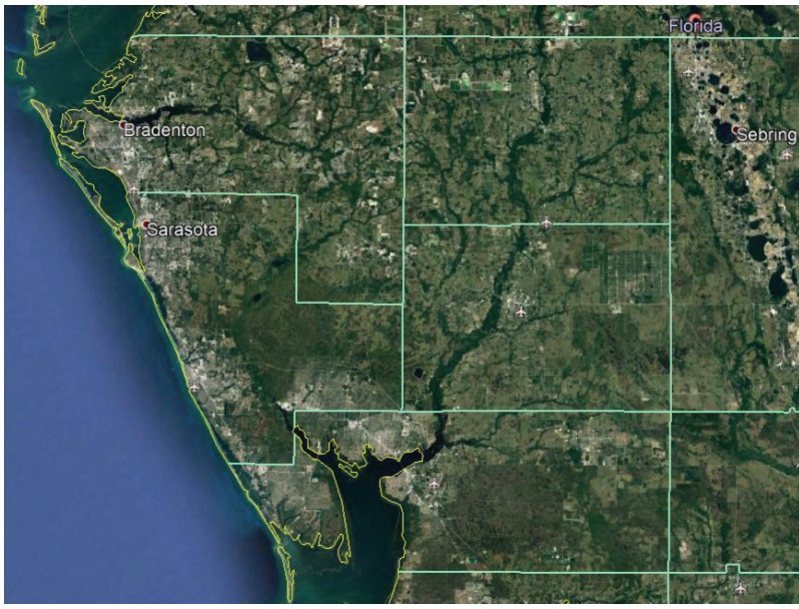
PROJECT UNDERSTANDING

Our approach is based on Wade Trim's proven methodology for executing previous pipeline route studies. This method will provide the Authority with confidence that the selected route and preliminary design are optimal from both cost and non-cost perspectives.

The Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project is a key component of the Authority's ultimate goal of improving reliability of the Authority's regional drinking water transmission system with the Manatee County water system, while also providing improved water delivery capacity and water quality management in the northern portion of Sarasota County's service area. The Wade Trim Team is prepared to begin quickly and effectively to assess the potential route segments for bringing finished water from the terminus of the Authority's regional transmission system at Clark Road (SR 72) near the National Cemetery northward to the future interconnects with Sarasota and Manatee counties.

The Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project involves a pipeline route evaluation, determining finished water delivery requirements for Sarasota and Manatee counties; determining transmission main sizes and requirements for pumping and water storage facilities, recommending interconnection points, considerations for water quality, recommendations for alternatives such as local system improvements, and providing opinions of project costs and project schedules.

Our proposed project manager and technical leadership have been hand-selected to provide the Authority with the most knowledgeable and responsive local pipeline design team. The Wade Trim Team members have an in-depth understanding of the project as well as Sarasota and Manatee counties' capacity needs. For example, team members Chris High and Tom Traina worked closely with the Authority to make considerations for the Phase 3C pipeline during the development of the Regional Loop Phase 3B Basis of Design Report.



The Authority's vision to cooperate and collaborate to "create, maintain, and expand a sustainable, interconnected regional water supply system" will be achieved through this project.

Because of our in-depth understanding of the project, the Wade Trim Team has already developed several alternative routes as shown in Exhibit 10 on the following page. This set of routes was developed to explore alignments across the study area between the regional interconnection points. Consideration was given to the full range of corridors leading north from the terminus of Phase 3B pipeline to Fruitville Road then north to University Parkway. The Authority can have confidence that all reasonable routes will be compared before selecting the preferred route.

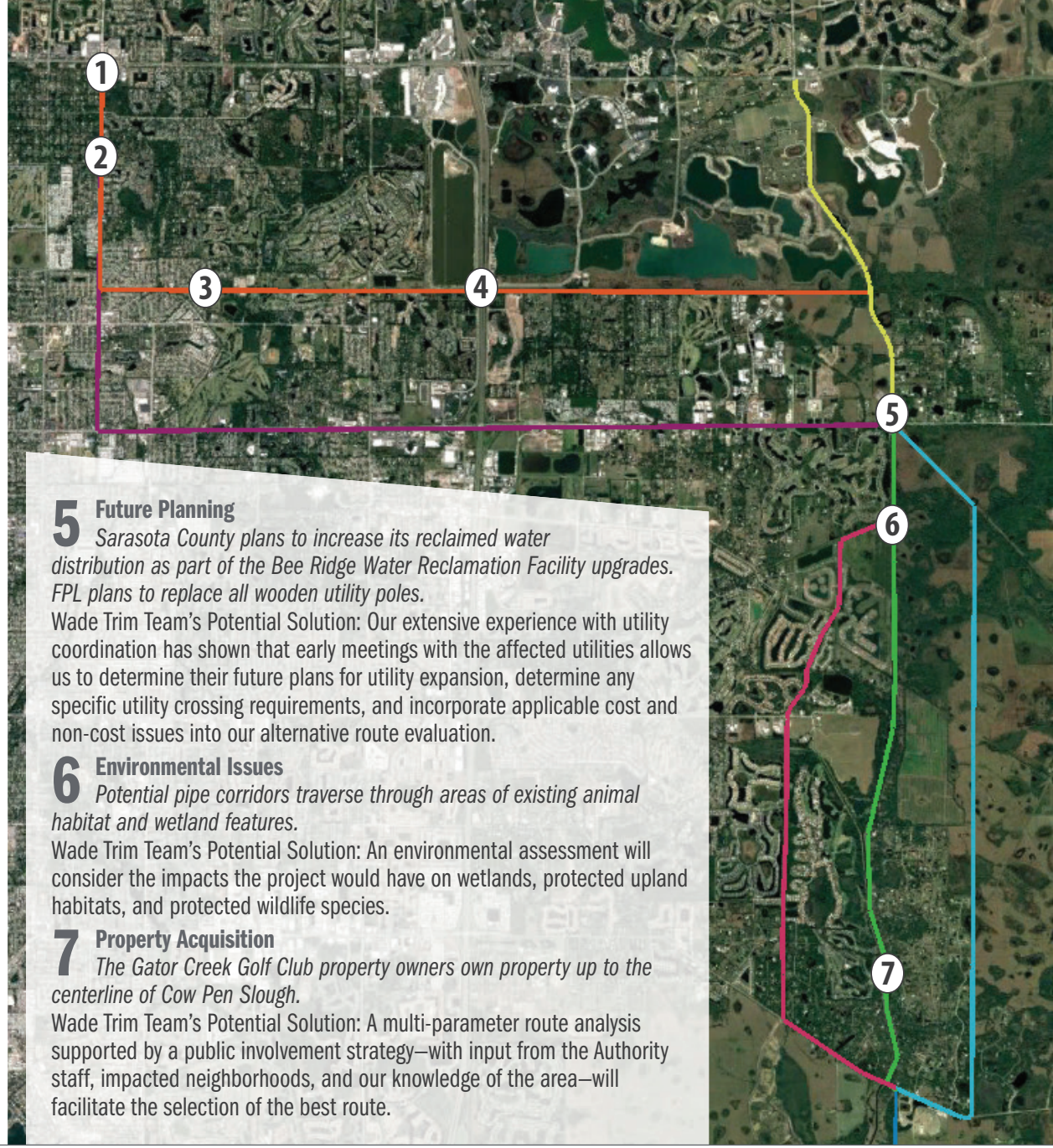
Exhibit 10 Preliminary Potential Route Issues

1 Establishing New Points of Connection
Connections of Sarasota County and Manatee County are critical for regional flexibility and effective water delivery.
Wade Trim Team's Potential Solution: Develop an effective operating strategy with operations staff, select a suitable location for the new points of connection, and configure the new facilities to accomplish desired operational flexibility.

2 Congested Corridors
Significant urban congestion exists along potential routes.
Wade Trim Team's Potential Solution: Develop alternative routes that utilize less congested corridors. We will consider County-owned parcels and identify new permanent utility easement locations to reduce cost, minimize construction impacts, and improve operation and maintenance access to the new pipeline.

3 Major Existing Infrastructure Facilities
The Sarasota County Bee Ridge Water Reclamation Facility and Florida Power & Light (FPL) substation are located within the potential pipeline corridors.
Wade Trim Team's Potential Solution: The existing major infrastructure, limited space, and potential community impacts require carefully selected route alternatives that are sensitive to each viewpoint. A multi-parameter route analysis supported by stakeholder involvement strategy will facilitate selection of the best route.

4 Major Crossings
Major crossings along the pipe route have been identified by our team, notably I-75.
Wade Trim Team's Potential Solution: Coordinate with stakeholders and permitting along the potential routes early in the process. Use this information to determine the locations where open-cut or trenchless construction methods can be used. This understanding will contribute to route selection and preliminary design requirements.



5 Future Planning
Sarasota County plans to increase its reclaimed water distribution as part of the Bee Ridge Water Reclamation Facility upgrades. FPL plans to replace all wooden utility poles.
Wade Trim Team's Potential Solution: Our extensive experience with utility coordination has shown that early meetings with the affected utilities allows us to determine their future plans for utility expansion, determine any specific utility crossing requirements, and incorporate applicable cost and non-cost issues into our alternative route evaluation.

6 Environmental Issues
Potential pipe corridors traverse through areas of existing animal habitat and wetland features.
Wade Trim Team's Potential Solution: An environmental assessment will consider the impacts the project would have on wetlands, protected upland habitats, and protected wildlife species.

7 Property Acquisition
The Gator Creek Golf Club property owners own property up to the centerline of Cow Pen Slough.
Wade Trim Team's Potential Solution: A multi-parameter route analysis supported by a public involvement strategy—with input from the Authority staff, impacted neighborhoods, and our knowledge of the area—will facilitate the selection of the best route.

ROUTE LEGEND
- 3C Extension FPL Easement
- 3C Extension Fruitville Road
- 3C Dog Kennel Road
- 3C Bee Ridge Road Extension
- 3C Cow Pen Slough
- 3C FLP Easement
- 3B

TECHNICAL APPROACH

Our approach is based on Wade Trim's proven core project management process show in Exhibit 11 for executing pipeline route studies. This method will provide the Authority with confidence that the selected route and preliminary design are optimal from both cost and non-cost perspectives.

Project Management Approach

Effective project management is critical to project success because it provides the structure for effective communications and coordination with the Authority, consistent project delivery, technical quality, and structuring of the work products to support ongoing project implementation activities. Wade Trim will employ a variety of proven processes and tools shown in Exhibit 12 for managing your project, which are described in the following paragraphs.

Project Management Plan (PMP)

The PMP will be developed immediately so the Wade Trim Team will be prepared to begin work. The PMP will establish team member communication protocols, labor and expense allocation, resource loading/staffing assignments, CPM schedule development and updates, and an overall plan to execute the project from beginning to end.

Communications Plan

The communications plan will detail both internal and external communication protocols. This plan will include detailed steps for Wade Trim and the Authority to meet on a regular basis to discuss recent, current, and upcoming activities.

Project Scheduling

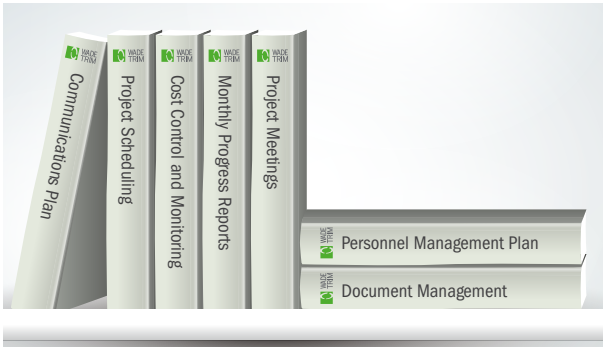
Effective project scheduling includes CPM scheduling and resource loading used to closely manage all tasks for the project. Once developed and approved by the Authority, the project CPM schedule and resource loads will be used to develop earned value reports on a monthly basis.

Exhibit 11 Core Project Management Process



Wade Trim's project management process delivers a communication and coordination strategy that keeps everyone in the loop throughout the duration of the job.

Exhibit 12 Suite of Project Management Tools



Our PMP includes tools that will drive the quality and budget toward a successful project for the Authority.

Cost Control and Monitoring

For continuous cost control and monitoring, Wade Trim will assign a dedicated in-house project account representative (PAR), who will be responsible for working with the project manager to develop monthly invoicing. Wade Trim will also conduct monthly business review meetings to thoroughly review the project's budget and financial information.

Monthly Progress Reports

Monthly progress reports will provide the Authority with a complete project update. The report will include a summary of completed activities during the month, planned and upcoming activities, upcoming meetings and milestones, and unresolved action items from past meetings.

Document Management System

To ensure documents are processed appropriately and become part of the official project record, Wade Trim will use ProjectWise, our document tracking and management system to store all documents.

Project Meetings

An essential aspect of this master planning project that spans across several groups within the Authority is effectively scheduling meetings with the right people so key decisions and consensus can be reached. Effective and timely meetings will help ensure project success.

Personnel Management Plan

Efficient management of tasks and personnel will occur through upfront planning by our project manager. He will coordinate the necessary resources for each project with the Wade Trim Team Task Leads to determine staff assignments for the project based on scope and schedule. A detailed work breakdown structure and manpower projection will be prepared to reflect the breakdown of tasks and identify needed resources.

High-Quality Deliverables are Part of Schedule & Budget

Chris Haney will be responsible for ensuring materials related to the QA/QC plan are properly archived. For each deliverable, a quality review form will be filled out and maintained in an electronic file. To ensure that quality is being maintained, three levels of quality control review will be instituted. The three levels of review are shown in Exhibit 13.

Route Alternatives Development & Evaluation

The proposed transmission pipeline includes a combination of open-cut and trenchless pipeline segments leading from the master meter station in Clark Road to the intersection of Lockwood Ridge Road and University Parkway. The

Exhibit 13 Quality Review Levels

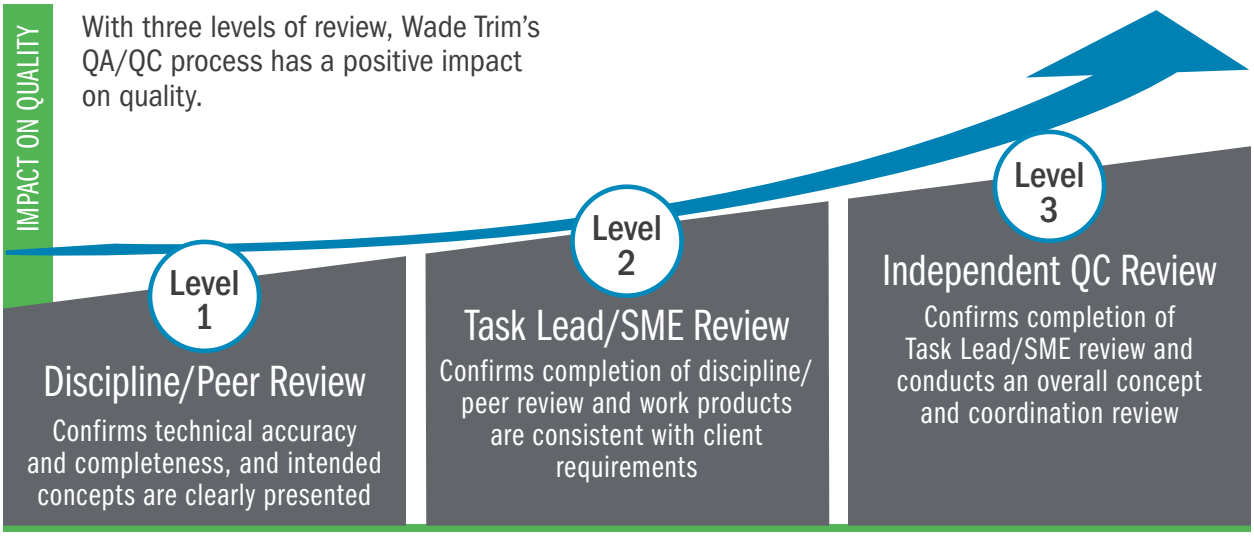
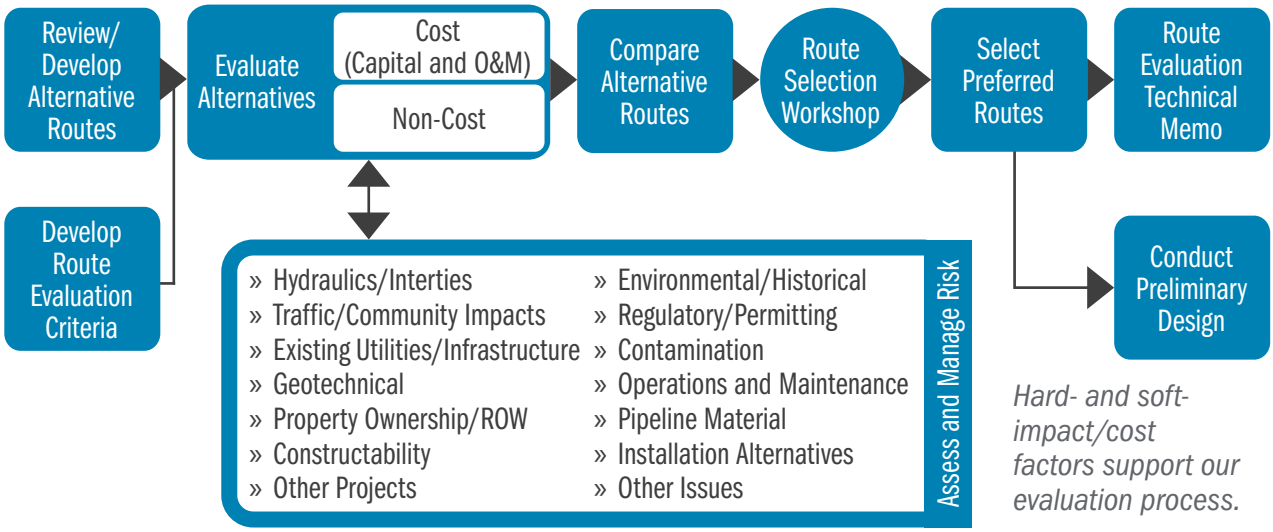


Exhibit 14 Wade Trim's Route Evaluation Process



Hard- and soft-impact/cost factors support our evaluation process.

alternative pipeline routes traverse both rural and highly urbanized portions of Sarasota County, requiring a well-planned approach for implementing the pipeline, selecting a suitable alignment to mitigate challenges, and preparing a preliminary design.

Alternatives Development

Wade Trim's pipeline route evaluation process is a structured, multi-attribute process that we have successfully used on several other major conveyance projects of similar nature, including several of the featured projects. The first key task in the route selection process is to review the site, consider pertinent information, and develop a full suite of potential, or candidate, alternatives routes. The goal of the alternative route identification is to identify all reasonable routes to establish the two points of connection.

Although some candidate routes may be clearly longer or less desirable than others, it is important at the beginning of the project to consider all reasonable possibilities to enhance the defensibility of the route evaluation process. Our approach is to identify potential route alternatives that utilize more than one corridor between points of connection.

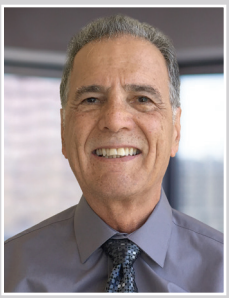
Once the full suite of potential route alternatives is developed, poor options, or portions of candidate alternatives, can be eliminated using an initial screening process. Initial screening will apply preliminary economic and non-economic data to show that some routes, or portions thereof, are either too costly to justify consideration relative to the non-cost benefit they provide, or they have serious non-cost implementation issues that render them infeasible.

Alternatives Evaluation

The next step in our approach to determining the preferred pipeline route is a more detailed evaluation of the alternative pipeline routes. A comprehensive evaluation will be performed to consider the advantages and disadvantages of multiple conveyance alignments—mainly for pipelines, but also reflecting the impacts of the pipeline routes on interties or interconnections with existing water mains.

The pipeline route evaluation process shown in Exhibit 14 includes the use of both hard- and soft-impact/cost factors, so that the resulting information can be used in subsequent decision-making processes and in other activities, such as public meetings, cost estimates, and feasibility investigations. The process will result in a scored ranking of multiple alignment alternatives, which will be configured to reflect the preferences of the Authority relative to

Exhibit 15 Well-Known Area Experts





In addition to Tom Wilson, PE, and the key personnel shown in Exhibit 15 below, the Wade Trim Team can rely on the insights and experience of (from left), Nick Houmis, PE; Jim Gunther, PE; and Steve Bupp, PE, three of the most experienced engineers in the region.

the scope of the evaluations and the type of scoring system to be used. We will work with the Authority early in the project to develop the parameters to be used for the evaluation process, including evaluation criteria, scoring systems, and associated weighting. Each alternative will be evaluated and scored relative to each evaluation criteria and combined to develop an overall non-cost scored ranking for each alternative. On a parallel path, Wade Trim will develop the cost factors applicable to various alternatives, which will allow the relative and total cost of each alignment alternative to be considered as part of the process.

WORKLOAD & AVAILABILITY

Although we are supporting our Key Personnel with Wade Trim's well-known area experts, Exhibit 15, we conducted a thorough analysis of our key personnel members and their current/projected workload. Exhibit 16 shows current total commitments for the key Wade Trim Team members over an 18-month period. This exhibit illustrates our key team members have ample capacity to complete this project. In addition, our remaining resources have availability and will be used as required to complete all assignments we receive.

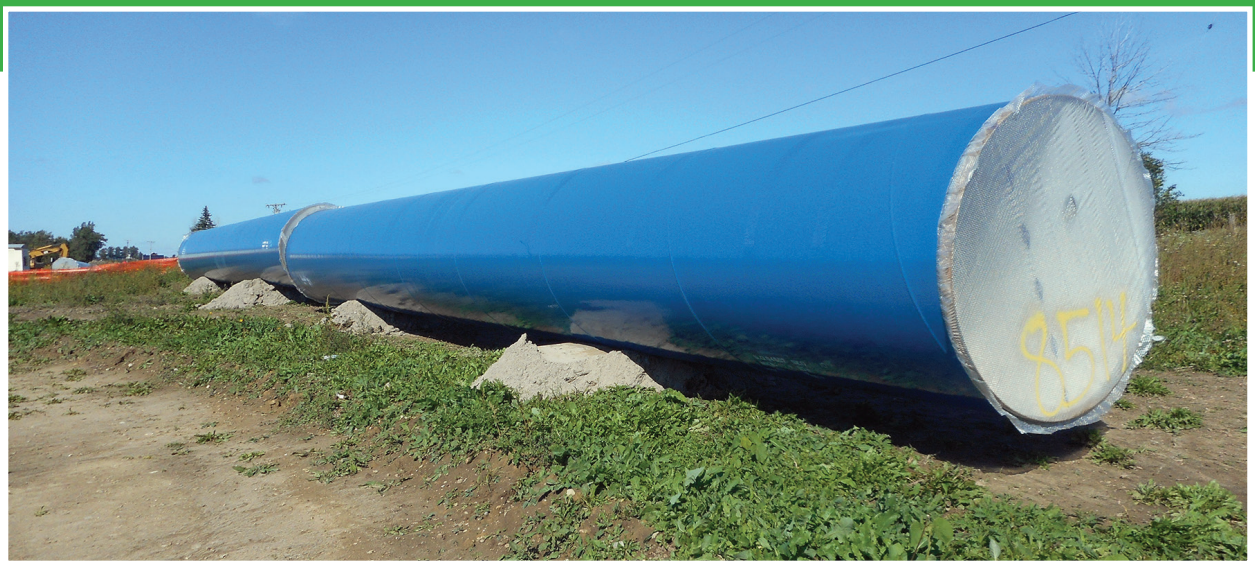
Exhibit 16 Project Team Availability by Percentage for Projected Project Timeline (18 months)

Key Personnel	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
Tom Brzezinski, PE	50%	50%	50%	50%	50%	50%	50%	50%	50%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Chris Haney, PE, ENV SP	35%	35%	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%	50%	50%	50%	50%	50%	50%
Tom Wilson PE	40%	40%	45%	50%	50%	50%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Kaitlin Jeffords, EI	40%	40%	40%	45%	45%	50%	50%	50%	50%	50%	50%	50%	50%	55%	55%	55%	55%	60%
Jeff Lowe, PE	50%	50%	50%	50%	50%	50%	50%	50%	50%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Stephanie Ishii, PE, ENV SP	55%	55%	55%	55%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Tom Traina, PE	40%	45%	45%	50%	50%	50%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Jason Kenyon, PE	45%	45%	45%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	55%	55%	55%	55%	55%
Ben Turnage, PE	45%	45%	45%	50%	50%	50%	50%	50%	55%	55%	55%	55%	55%	55%	55%	55%	60%	60%
Chris High, PE, ENV SP	40%	40%	40%	40%	40%	40%	40%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%
Steve Bupp, PE	45%	45%	45%	50%	50%	50%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%

Some of the area's finest pipeline designers will support our key personnel's availability so the Authority's schedule and budget expectations are met.

/// Client References

KWA 60-Inch Water Transmission Main Design *Flint, MI*



Wade Trim set the 63-mile route for this pipeline and designed a 12-mile segment of 60-inch-diameter transmission main.

Wade Trim completed a route study and design of two miles of 36-inch ductile-iron water pipeline, dubbed the "parallel pipeline" as it would parallel an existing 72-inch transmission main to provide access to a secondary water source in an emergency. Full pre-design topographic survey and mapping were performed to show utilities, trees, and other physical features that could be affected by the transmission main. While largely located in public right-of-way, the project includes a 150-foot crossing of railway property and a 250-foot micro-tunnel beneath the Flint River. Wade Trim completed a full pre-design topographic survey and mapping of the street right-of-way and adjacent front property area during the route analysis. The data was processed, checked, and used to create a full CADD base map to identify the best route for the pipeline and show pavement, driveways and approaches, sidewalks, public utilities, franchise utilities, fences, trees, and other physical features that affect final design.

During construction, Wade Trim provided construction inspection and construction administrative services. A team of construction inspectors ensured quality as the pipeline was done by multiple construction contractors.

The $300-million water supply transmission main overall program provides an independent water source and raw water transmission main to service the participating communities. The $15 million construction cost does not include material as it was owner-procured and the client does not want this information divulged.

Consultant Name
Wade Trim

Reference Entity
Karegnondi Water Authority
c/o Genesee County Drain Commissioner Division of Water and Waste Services
G-4610 Beecher Road
Flint, MI 48532
John O'Brien, PE, Division Director
jobrien@gcdcwws.com
810.732.7870

Consultant Project Manager
Jason Kenyon, PE

Contract Amount
Study $200,000
Design $900,000
Construction $15,000,000

Start/Completion (year)
2013/2014

Harbour Island Bridge Force Main Replacement & Flow Management *Tampa, FL*

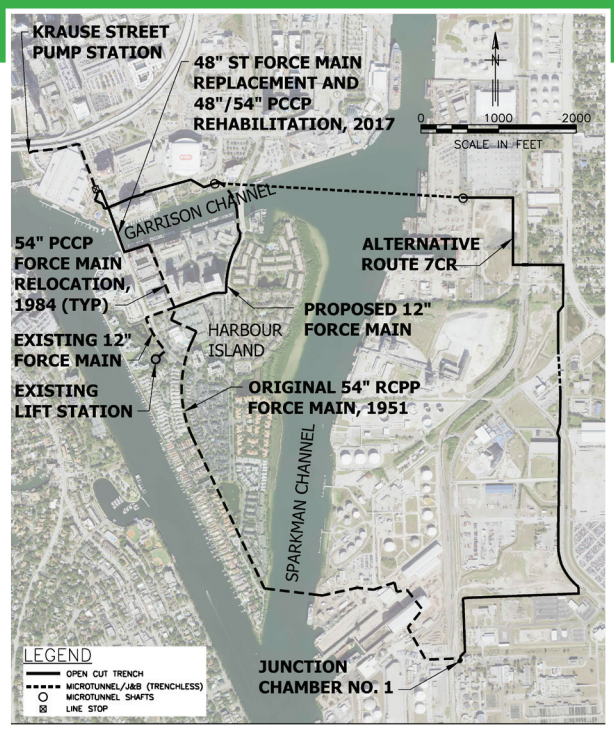


FIGURE 7CR
ALTERNATIVE ROUTE 7CR

The overall project involves selecting an alternative to either rehabilitate or replace the existing 68-year-old force main. Complete design-build services were performed to design, permit, and construct the reliable wastewater transmission alternative. Services included route selection coupled with public outreach.

The route starts at the intersection of Franklin Street and Old Water Street and progresses eastward in Old Water Street to Morgan Street and with a 3,200 LF microtunnel under Garrison Channel and Sparkman Channel with a 72-inch-diameter casing. The alignment then runs through Port of Tampa to the Howard F. Curren AWTP. A detailed alternative analysis and route study was completed, driven by the City's commitment made during public outreach efforts to keep the new pipeline off Harbour Island. Rehabilitation was evaluated using HDPE sliplining, CIPP methods, etc., but none of these methods provided the benefits to the projects as a new alignment.

A detailed alternative analysis and route study was completed for the pipeline off Harbour Island.

The design and construction has been completed in sections. Using the Krause Pump Station, flow diversion off Harbour Island was completed. Flow was managed from the pumps to a temporary pipeline used as a flow diversion device. Flow diversion was completed by installing a more than 3,000 LF section of HDPE pipeline along the bottom of the Garrison and Sparkman Channels to divert flow to the wastewater plant so the permanent pipeline could be constructed. Rehabilitation of the pipe sections just north and south of Garrison Channel were rehabilitated and completed. Various rehabilitation methods were evaluated including CIPP, but carbon fiber lining was selected. The 54-inch pipeline along Old Water Street, through the center of downtown, was also completed.

Consultant Name
Wade Trim

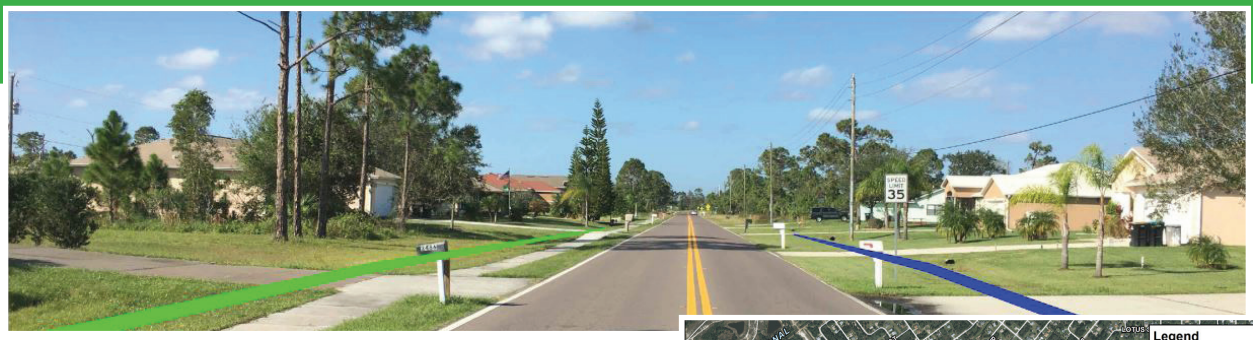
Reference Entity
City of Tampa Wastewater Department
306 E Jackson St. #6E
Tampa, FL 33602
Charlie Lynch, PE, Chief Engineer
charlie.lynch@tampagov.net
813.274.8916

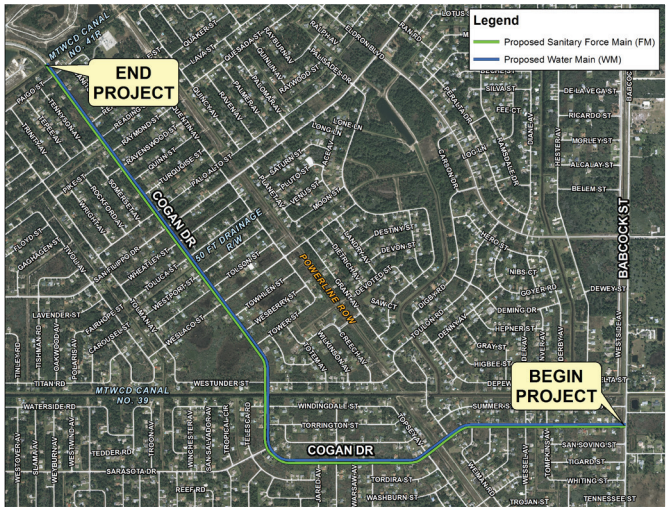
Consultant Project Manager
Tom Wilson, PE

Contract Amount
Study $300,000
Design $2,500,000
Construction $68,000,000

Start/Completion (year)
2019/Ongoing

Continuing Services Contract *PALM BAY, FL*





The 24-inch Cogan Road water main is one of the several relevant projects Wade Trim has delivered for Palm Bay.

The City of Palm Bay retained Wade Trim as a continuing services consultant for their utility department starting in 2005. These consulting services relationships continue today and have been since their inception without interruption. The continuing services utilities contract allows for underground utility, water treatment plant, and wastewater treatment plant, and pump station projects. Wade Trim has had the opportunity to complete more than 100 task orders for the City under this contract on infrastructure improvements of all types.

Water main rehabilitation is a high priority for the City of Palm Bay with a distribution system consisting of over 500 miles of water main. Wade Trim has been instrumental in planning, routing, and designing water main in the City during the past 15 years as the City's sole utility engineering firm. Two recent water pipeline projects Wade Trim completed included a route study evaluating factors such as ease of construction, cost analysis, traffic control, permitting, etc. These projects were ultimately designed by Wade Trim and included the 3-mile, 16-inch-diameter Palm Vista Water Main and 8-mile, 24-inch Cogan Road Water Main. Wade Trim completed the City's Water Master Plan and used hydraulic network modeling to accurately simulate existing flows and characteristics of the distribution system. The model and the Master Plan update were further used for planning future development and expansions to the water distribution system. New mains have also been installed using directional drilling.

Consultant Name
Wade Trim

Reference Entity
City of Palm Bay Utilities Department
250 Osmosis Drive SE
Palm Bay, FL 32909
Chris Little, Utilities Director
christopher.little@palmbayflorida.org
321.952.3410

Consultant Project Manager
Oscar Duarte, PE

Contract Amount
Study $25,000
Design $122,500
Construction $9,000,000

Start/Completion (year)
2005/Ongoing

/// Required Forms

KEY PERSONNEL
for
PROFESSIONAL DESIGN AND ENGINEERING SERVICES
TO CONDUCT THE
FOR THE FEASIBILITY AND ROUTING STUDY FOR THE
PHASE 3C REGIONAL INTEGRATED LOOP INTERCONNECT PIPELINE PROJECT

The Consultant's proposed Project Manager, Project team, and key personnel are to be indicated below. Each person must be identified with their job classification, area of expertise, and work location. If Project Manager or key personnel are not employees of the Consultant, please also indicate any subconsultants/contractors within the Office Location column.

Person's Name	Job Classification	Area of Expertise	Office Location
Tom Brzezinski, PE	Principal-in-Charge	Route study	Tampa, FL
Chris Haney, PE, ENV SP	QA/QC, Technical Advisor	Route study	Atlanta, GA
Tom Wilson, PE	Project Manager	Route study and design engineering	Tampa, FL
Kaitlin Jeffords, EI (sub)	Planning/GIS Task Lead	GIS planning and sustainability	Tampa, FL/Ardurra
Jeff Lowe, PE	Engineering Design Task Lead	Routing, alignment, and design	Tampa, FL
Stephanie Ishii, PhD, PE, ENV SP (sub)	Water Quality Modeler	Water quality modeling	Tampa, FL/Hazen and Sawyer
Tom Traina, PE (sub)	Route Study Evaluator	Route alternatives	Tampa, FL/Ardurra
Jason Kenyon, PE	Route Study Evaluator	Route alternatives	Flint, MI
Ben Turnage, PE (sub)	Pipeline Designer	Preliminary pipeline design	Tampa, FL/Ardurra
Chris High, PE, ENV SP	Trenchless Designer	Trenchless technology applications	Tampa, FL
Steve Bupp, PE	Pumping/Storage Designer	Pumping/Storage Design	Atlanta, GA

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 Thomas S. Brzezinski, PE
(Print individual's name and title)

for Wade Trim, Inc.
(Print name of entity submitting sworn statement)

whose business address is One Tampa City Center, 201 N. Franklin Street, Ste. 1350, Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2417170
(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 Paragraph 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 of the United States, including, but not limited to, any bid, proposal, reply, or contract for good 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 Paragraph 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 Paragraph 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 Paragraph 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.

Thomas S. Brzezinski

(Signature)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7-20-20 by Thomas S. Brzezinski, PE of Wade Trim, Inc., a C Corporation company organized under the laws of the State of Florida, on behalf of the company, who is personally known to me or has produced FL DL as identification.

H. Scott Galloway

Notary Public

Name (Printed) H. Scott Galloway

My commission expires 6-15-21.

(Printed typed or stamped Commissioned name of Notary Public)

H. SCOTT GALLOWAY
Notary Public – State of Florida
Commission = GG 112640
My Comm. Expires Jun 15, 2021
Bonded through National Notary Assn.



One Tampa City Center
201 N. Franklin Street
Suite 1350
Tampa, FL 33602
813.882.4373
www.wadetrim.com

Florida · Georgia · Michigan · Missouri · Nebraska
New York · North Carolina · Ohio · Pennsylvania · Texas

EXHIBIT B
(Consultant Fee Schedule)

Wade Trim Billing Rate Schedule
Water Resources
With Equipment Billed Separately
Effective January 2020

Labor Cost Classification Code	Classification Title	2020 Rate Per Hour
N/A	Professional Engineer V	$ 205.00
N/A	Professional Engineer IV	$ 185.00
N/A	Professional Engineer III	$ 160.00
N/A	Professional Engineer II	$ 140.00
N/A	Professional Engineer I	$ 120.00
N/A	Engineer Intern	$ 105.00
N/A	Professional Planner III	$ 140.00
N/A	Professional Planner II	$ 120.00
N/A	Professional Planner I	$ 105.00
N/A	Planner III	$ 110.00
N/A	Planner II	$ 80.00
N/A	Planner I	$ 70.00
N/A	CADD Technician VI	$ 115.00
N/A	CADD Technician V	$ 105.00
N/A	CADD Technician IV	$ 95.00
N/A	CADD Technician III	$ 85.00
N/A	CADD Technician II	$ 75.00
N/A	CADD Technician I	$ 70.00
N/A	Engineering Technician IV	$ 175.00
N/A	Engineering Technician III	$ 100.00
N/A	Engineering Technician II	$ 75.00
N/A	Engineering Technician I	$ 60.00
N/A	Project Manager	$ 240.00
N/A	Project Aide III	$ 130.00
N/A	Project Aide II	$ 90.00
N/A	Project Aide I	$ 65.00
N/A	Principal in Charge	$ 265.00
N/A	Senior Professional	$ 245.00

Outside services and subconsultants cost times 1.05

Special billing rates will apply in matters requiring expert witnesses or other consulting as it relates to legal matters

EXHIBIT C

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
(Certificate of Insurance)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/10/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greensboro Dr.
Suite 980
McLean VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): 703-827-2277 **FAX (A/C, No):** 703-827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company A(XV)	35289
INSURER B : Continental Casualty Company (CNA) A, XV	20443
INSURER C : National Fire Insurance Company of Hartford A(XV)	20478
INSURER D : Valley Forge Insurance Company A(XV)	20508
INSURER E : Travelers Property Casualty Company of America	25674
INSURER F : Transportation Insurance Company A(XV)	20494

INSURED WADETRI-01
Wade Trim, Inc. (A Florida Corporation)
201 North Franklin Street
Suite 1350
Tampa FL 33602

COVERAGES **CERTIFICATE NUMBER:** 1437336636 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			6050071562	10/1/2020	10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			6050071576	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			6050071612	10/1/2020	10/1/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
F	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6050071609	10/1/2020	10/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E B	Excess Umbrella Professional Liability			ZUP-16N64105 AEH591913816	10/1/2020 10/1/2020	10/1/2021 10/1/2021	Occurrence/ Aggregate Per Claim Aggregate	$10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: FEASIBILITY AND ROUTING STUDY FOR THE REGIONAL INTEGRATED LOOP PHASE 3B PIPELINE

Peace River Manasota Regional Water Supply Authority, its directors, officers, employees, and agent as well as the Southwest Florida Water Management District's directors, officers, employees, and agents are included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability policies are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Worker's Compensation and Umbrella policies include waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employer's Liability coverage. 30-day
See Attached...

CERTIFICATE HOLDER

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch FL 34202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frances J Railey

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AGENCY CUSTOMER ID: WADETRI-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Ames & Gough	Wade Trim, Inc. (A Florida Corporation) 201 North Franklin Street Suite 1350 Tampa FL 33602
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation, Umbrella Liability and Professional Liability policies in accordance with policy terms and conditions.

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TAB B
3C Extension Feasibility and Routing Study Scope – Work Order No. 2

FL LC Reg. No. C000121

Wade Trim, Inc.
One Tampa City Center • 201 N. Franklin Street, Suite 1350 • Tampa, FL 33602
813.882.4373 • www.wadetrim.com

July 21, 2025

Peace River Manasota Regional Water Supply Authority
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Attention: Ms. Katie Gilmore
Director of Operations

Re: Regional Integrated Loop Phase 3C and 3C Extension Project
Scope of Services for Feasibility Report Update for Phase 3C Extension

Dear Ms. Gilmore:

Wade Trim is pleased to provide the attached proposal (Work Order No. 2) for the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project. Work Order No. 2 herein includes an update to the routing and feasibility study to account for the installed Regional Integrated Loop Phase 3C Pipeline, the updated Phase 3A Booster Pump Station upgrades at the Carlton EDR Water Treatment Facility and updated demands, pressure requirements and emergency scenarios between the Authorities and Member Governments to determine when an extension of the Regional Integrated Loop Phase 3C Pipeline is required and what would be the most optimal point of connection. Services requested by the Authority include the following tasks:

- Task 1 - Project Coordination;
- Task 2 – Demands and Delivery Point Locations;
- Task 3 – Required hydraulic capacity of the Phase 3C and 3C Extension;
- Task 4 – Evaluate Alternative Routes for the 3C Extension Pipeline; and
- Task 5 – Technical Memorandum

We appreciate the opportunity to submit our proposal to the Authority and look forward to assisting the Authority in evaluating the next phase of this project.

Sincerely,

Wade Trim, Inc.

Dennis Prevo, PE
SVP and Florida Area Lead

Freddy Betancourt, PE
VP and National Pipeline Tech Lead

FEASIBILITY AND ROUTING STUDY
FOR THE REGIONAL INTEGRATED LOOP PHASE 3C AND 3C EXTENSION PIPELINE PROJECT

SCOPE OF SERVICES
WORK ORDER NO. 2

INTRODUCTION

This Work Order No.2 is to be attached to and incorporated by reference to the Agreement for Professional and Technical Consulting Services entered into on December 2, 2020 between the Authority and Wade Trim Incorporated of Florida (Engineer) for the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Pipeline Project.

Work Orders No.1 has been previously completed for this Agreement. Work Order No. 1 included the routing and feasibility study that extended from Phase 3B Regional Interconnect on Clark Road to the Sarasota County connection at the intersection of Fruitville Road and Lorraine Road.

Work Order No.2 includes an update to the routing and feasibility study to account for the installed Regional Integrated Loop Phase 3C Pipeline, the updated Phase 3A Booster Pump Station upgrades at the Carlton EDR Water Treatment Facility and updated demands, pressure requirements and emergency scenarios between the Authorities and Member Governments to determine when an extension of the Regional Integrated Loop Phase 3C Pipeline is required and what would be the most optimal point of connection.

SUMMARY

The original intent of the Regional Integrated Loop Phase 3C Pipeline Project was to deliver water from the terminus of the Phase 3B Regional Interconnect on Clark Road near Cow Pen Slough to the general vicinity in Sarasota/Manatee Counties of University Parkway Booster Pump Station near Lockwood Ridge Road. This project would interconnect the two largest water supplies in the region, improving system reliability, rotational supply options and resource sharing. This is an alternative water supply project which supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources. Based on the timing of the need for water in Sarasota and Manatee Counties, the Authority decided to build the 3C pipeline only to the intersection of Fruitville and Lorraine Roads in Sarasota County with plans for the remainder of the project (the 3C extension) to be built at a future date.

The previous routing and feasibility study executed under Work Order No.1 identified potential options for the Regional Interconnection Loop Phase 3C extension that will enable regional connection with the Manatee County water system. Although this segment of transmission main was not deemed as required when the 3C pipeline project commenced, the rapid rate of growth in the region and recent discussions with Sarasota County and Manatee County may have potentially accelerated the need for this regional transmission main component. The previous effort had identified a terminus point of the Phase 3C extension at the University Parkway Booster Station.

This Work Order will include evaluation of pipeline routes, sizing, new pumping/trim facility needs (and locations) and modifications to existing county and regional facilities needed to support this critical system interconnectivity project. The Work Order will evaluate the feasibility of connecting to Sarasota's County Pump Station #4, which is located at 6171 Lakewood Ranch Boulevard, just south of University Parkway. Additional connection points to the east and potentially up to the Manatee County Water Treatment Plant will also be evaluated.

The study will also refine estimated costs for all proposed new facilities and facility improvements.

Under this Work Order No. 2, the Engineer will provide engineering services to accomplish the following general objectives:

1. Identify and update (as available) water demands and delivery milestone dates at regional delivery point locations for Sarasota County and Manatee County including minimum acceptable delivery pressures;
2. Meet with relevant stakeholders as applicable to identify significant water system improvements implemented since the model was completed and gather information on their own master planning efforts with the intent to capture the latest intelligence on local government long range planning or master planning improvements either planned or underway or the ability to collocate pipelines within other utility corridors;
3. Identify and preliminarily evaluate no more than five (5) possible routes (or sub alternative in a route) defined by linked segments for the pipeline, develop preliminary screening criteria and in a workshop with Authority staff, eliminate nonviable routes and narrow the route choices to no more than three (3) plausible shortlisted routes for further consideration;
4. Develop multivariate qualitative criteria with weighting of criteria and scoring for the shortlisted routes relative to the qualitative concerns, costs are to be excluded from this portion of the evaluation;
5. Coordinate with Sarasota County and Manatee County to determine demands and pressure requirements at proposed points of connection.
6. Using the regional hydraulic model, confirm delivery capability and residual pressure of the existing regional transmission system to convey water from the modified Phase 3A Booster Station at Carlton EDR WTF to the points of connections along the Phase 3 Regional Loop System including the potential extension to Manatee County at the designated location.
7. Using the regional hydraulic model, preliminarily assess pipeline diameters for the extension of the regional loop system to Manatee County and the need for booster pump stations or storage and repump facilities upgrades for each of the shortlisted routes to meet defined demands and residual pressures at regional connection points, including emergency scenarios. Note that if additional storage is needed under any operating scenario, the designated location will be at the recently purchased property along the Lorraine Road Extension, just south of Fruitville Road next to the future

High Hat development. If additional booster pumping only is needed, modifications to Sarasota County's Pump Station #4 will be evaluated.

8. Prepare maps for each shortlisted route which identify the major transportation, waterway or other utility crossings and/or challenges associated with each route;

9. Develop preliminary capital costs (engineering, construction and land acquisition) for each shortlisted route identified inclusive of any booster or storage and repump facilities; and

10. Prepare, deliver and reconcile review comments on the draft Feasibility and Routing Study document, finalize the report to include up to three (3) presentations to present results.

11. Given that property acquisition was already accomplished for a future Booster Pump Station just south of Fruitville Road and Lorraine Road extension, it is assumed that no additional property will be acquired as part of this Phase 3C extension and potential facility upgrades. The scope will be limited to identifying any proposed permanent or temporary construction easements for the construction of the pipeline extension. Thus, those services are excluded from this scope of services.

SCOPE OF WORK

Task 1 Project Coordination

1.1 Prepare for and attend a project kickoff meeting with the Authority. Develop and distribute minutes.

1.2 Prepare for and attend project coordination meetings with the Authority and member government representatives to discuss potential pipeline routes, delivery points, demands, interfaces with other projects, and other issues associated with the project. Prepare and distribute meeting minutes.

1.3 Obtain and review, with the Authority's assistance, copies of relevant data including, but not limited to, existing drawings, contracts, correspondence, water supply master plans, hydrologic studies, ecologic studies, engineering reports, operating and financial data and other available background data in the Authority's possession.

1.4 Maintain and update monthly project schedules and status reports.

1.5 General project management including coordinating the activities of the Engineers' staff with the Authority's staff and developing and administering a framework of communications among the project team members and with the Authority's staff.

1.6 Administer a quality assurance program covering the technical work of the project team.

1.7 Attend up to 6 meetings with the Authority and Sarasota County and Manatee County, to determine feasibility of points of connection, demand and pressure requirements and to discuss findings from the evaluation.

1.8 Prepare and attend up to two workshops with the Authority during project development to present alternatives and findings.

Task 2 Demands and Delivery Point Locations

2.1 Establish Manatee County's 20-year demands from the future interconnect. It is anticipated that this will be accomplished with considerable input from Manatee County, by reviewing existing demand data, through project coordination meetings under Tasks 1.2 and 1.3, and by working directly with the Authority and the County. This task does not include master planning or hydraulic modeling of Sarasota or Manatee County's potable water systems.

Coordinate with Sarasota County to establish projected buildout demands in the watermains located on Blue Lake Road and Lakewood Ranch Boulevard. This assessment will determine if the Authority can utilize these pipes in a phased approach for sending flow north to or near Sarasota County's Pump Station 4.

Task 3 Required Hydraulic Capacity of the Phase 3C and 3C Extension

3.1 Modify the existing hydraulic model of the existing Phase 3A Interconnect storage tank, pump station and pipeline, Phase 3B pipeline as well as the proposed Phase 3C, and 3C Extension Interconnects. Note that the base hydraulic model will be the modified hydraulic model created for the Phase 3A Booster Pump Station upgrades at the Carlton EDR.

3.2 Based on the 20-year demands for each delivery point established under Task 2, determine the flow in the Phase 3C and 3C Extension and include the resulting demands in the hydraulic model. Incorporate similar work performed during design of the Phase 3B project.

3.3 Using the hydraulic model, evaluate the existing system capacity, required Phase 3C Extension pipe size; delivery pressures; need for a storage tank and/or re-pump station to be included in the Phase 3C Extension project.

3.4 Evaluate water age and potential water quality issues at the Phase 3C delivery points.

The above evaluations will be an iterative process combined with the Phase 3C and 3C Extension route evaluation described in Task 4.

Task 4 Evaluate Alternate Routes for the 3C Extension Pipeline

4.1 Identify alternate pipeline routes by reviewing existing property ownership, rights-of-

way and easements and proposed development and construction in the project area and by evaluating potential land acquisition that can be used for pipeline construction. It is assumed that this task will result in a maximum of three (3) viable alternate pipeline alignments, each about 6 to 6.5 miles in length, between the terminus point of Phase 3C pipeline at Fruitville Rad and Lorraine Road to Sarasota County's Pump Station 4, but may include an alternative that takes the pipeline to a point of connection to Manatee County's closest large diameter water transmission on Lorraine Road, north of University Parkway. Alternate routes will be agreed upon with the Authority prior to proceeding with detailed evaluations. This task includes a maximum of four meetings with private property owners to discuss, coordinate and agree upon potential pipeline routes.

4.2 GIS Mapping and Environmental Issues

4.2.1 Collect GIS data and create a base map for the study area including, National Wetlands Inventory Maps, SWFWMD data on land use, soils, topography, roadways, hydrology, USGS DLG coverages, mesic hammock coverage, and readily available data from Sarasota County's GIS system.

4.2.2 Produce an environmental features base map with relevant information gathered in the data collection phase. This base map will be used to overlay alternate alignments and calculate areas of impact. Produce CAD drawings of the data for use in refining and checking the limits of wetland areas. Aerials will be taken from the most recent Southwest Florida Water Management District (SWFWMD), Google and/or County aerial photography.

4.2.3 Determine wetland types (marsh/forest) based on the aerial characteristics and by referencing available mapping data (FLUCS, SCS). The need for the trenchless technology will be estimated based the presence/absence of forested wetland types and/or physical features such as existing channels or waterways as determined by aerial interpretation and limited ground truthing methods. This wetland delineation methodology is considered to be an estimate for planning purposes only and will not include survey or field meetings with the involved wetland resource permitting agencies.

4.2.4 Conduct a series of online (web-based) and GIS data searches of potential wildlife habitat and observations around the proposed pipeline corridors. The searches and reports will be focused on wildlife species considered to be endangered, threatened, or species of special concern as listed by the Florida Fish and Wildlife Conservation Commission (FWC) and/or the U.S. Fish and Wildlife Service (USFWS), as identified in the current official list of the FWC. Computer data searches will be conducted for FWC bald eagle nesting site locations, Florida Breeding Bird atlas, FNAI elemental occurrences, FWC available wildlife occurrences and other available data sources. Population estimates, field studies and observations or other permitting coordination are not included in this phase of the project.

4.2.5 Evaluate the potential for contaminated soil or groundwater, based on a review of FDEP records of recorded hazardous sites, historical records and aerial photographs, interviews with knowledgeable persons and property owners, and visual observation of suspected sites. This task does not include Phase 1 site assessments or individual reviews of the historical records for all sites along the pipeline route.

4.2.6 Determine the potential for corrosive environments or poor soil conditions by reviewing available information including aerial photography and SCS soils reports.

4.2.7 Investigate the possibility of encountering archeological or historic sites, based on a review of existing data and preliminary coordination with the State Historic Preservation Office (SHPO).

4.2.8 Conduct a cursory field review of the proposed alignments (in accessible areas) to confirm physical features and/or mapping data where necessary.

4.2.9 Review sovereign and submerged lands issues related to the routes.

4.2.10 Prepare graphics for use in the final report.

4.3 Evaluate Route Criteria

The Consultant will discuss anticipated routes and subalternatives to narrow down to the three (3) routes for evaluation. Each of the potential routes for the 3C Extension transmission main will be evaluated based upon the following criteria:

4.3.1 Length and required diameters.

4.3.2 Storage, treatment and pumping requirements.

4.3.3 Utility congestion. Engineer will drive/walk each route and make visual observation of existing above ground utilities. The existence of buried utilities will be estimated based on visual observation of above ground appurtenances, review of local utility atlases, and by contacting utility companies potentially having facilities in the area.

4.3.4 Long Range Planning including proposed other construction. Engineer will review Comprehensive and Development Plans as well as drawings for proposed/underway projects for potential alignments as well as for potential conflicts. It is assumed that this information will be available from Sarasota County.

4.3.5 Locations for Special Crossings such as highly transited intersections or environmental features.

4.3.6 Roadway and traffic impacts and public inconvenience.

4.3.7 Right-of-way and easement availability, including permanent and temporary construction and/or access and staging easements. This includes operation and maintenance accessibility.

4.3.8 Environmental impacts including permitting complexity, referencing applicable laws, rules and agency policies.

4.3.9 Geotechnical conditions including potential for contaminated soil or groundwater, corrosive soil conditions or soils unsuitable for pipe bedding and/or trench backfill.

4.3.10 Safety.

4.3.11 Construction costs. An Engineer's opinion of probable construction cost will be developed. The opinion will be Class 4 as defined by AACE International.

4.4 Develop a qualitative and quantitative analysis of each of the three alternate routes for use in producing a ranking of each alternative.

4.5 Meet with the Authority to review findings and results.

Task 5 Technical Memorandum

The Consultant shall prepare a draft Technical Memorandum to capture the evaluation process and shall as a minimum include the following:

- Established Points of Connections, Demands and Pressure Requirements resultant from conversations between the Authority, Sarasota County and Manatee County
- Description of Emergency Scenarios and intended operation protocols
- Route alternatives, route evaluation and recommended routes

- Preliminary Project Schedule and Capital Costs

SCHEDULE OF COMPLETION

The Engineer will complete Work Order No. 2 within one hundred twenty (120) calendar days from the date of the Notice to Proceed.

DELIVERABLES

The Engineer will furnish to the Authority deliverables as follows:

- Electronic copies of draft Technical Memorandum and final Signed and Sealed Memorandum.
- Copies of Meeting Agendas and Meeting Minutes, as appropriate

- Copies of Workshop/Presentations, as appropriate
- Electronic Copies of Regional Hydraulic Model developed for the evaluation

COMPENSATION

The Authority agrees to compensate the Engineer a total amount of $215,300.00 for Work Order No. 2 on a Lump Sum basis as set forth in Exhibit A.

EXHIBIT A

WADE TRIM

PEACE RIVER MANASOTA WATER SUPPLY AUTHORITY

› Phase 3C AND 3C Extension Pipeline Project

Work Order No. 2 - Report Update

Prepared 07/17/2025

TASK NO.	TASK DESCRIPTION	PROJECT MANAGER/ PROF. ENG V	PRINCIPAL (QA/QC)	SENIOR PROFESSIONAL ENGINEER	PROFESSIONAL ENGINEER III	ENGINEER III	ENGINEER II	PROJECT AIDE III	ENGINEER I	TOTAL	Other Direct Costs / Expenses	TOTAL FEE
	Hourly Rates	**$225.00**	**$335.00**	**$285.00**	**$175.00**	**$145.00**	**$130.00**	**$145.00**	**$110.00**	**MH**		
		K. Scott	F. Betancourt /Harrington	Naik/ High/ Wilson	Montoya	H. Amahdi/ Baily Peak	May Aye	J. Harrison/ R. Neil	J. Hui			
1.0	**PROJECT COORDINATION, MEETINGS AND WORKSHOPS**	40	30	30		10		10		120	$ 1,500.00	$ 32,000.00
	SUBCONSULTANT										$ 5,000.00	$ 5,000.00
											SUBTOTAL	$ 37,000.00
2.0	**DEMANDS AND DELIVERY POINTS**	20				20				40	$ -	$ 7,400.00
										SUBCONSULTANTS	$ -	$ -
											SUBTOTAL	$ 7,400.00
3.0	**HYDRAULIC CAPACITY OF EXISTING WTMS and PHASE 3C**	60	20			180	100			360	$ -	$ 59,300.00
										SUBCONSULTANT	$ -	$ -
											SUBTOTAL	$ 59,300.00
4.0	**EVALUATE ALTERNATE ROUTES FOR PHASE 3C EXTENSI**	60	30	40	40	40			80	290	$ -	$ 56,550.00
										SUBCONSULTANTS	$ 20,000.00	$ 20,000.00
											SUBTOTAL	$ 76,550.00
5.0	**TECHNICAL MEMORANDUM**	60	20		50		30		20	180	$ -	$ 35,050.00
										SUBCONSULTANT	$ -	$ -
											SUBTOTAL	$ 35,050.00
	Totals	**240**	**100**	**70**	**90**	**250**	**130**	**10**	**100**		**$ 26,500.00**	**$ 215,300.00**
	Billing Rates Hourly Rates	$225.00	$335.00	$285.00	$175.00	$145.00	$130.00	$145.00	$110.00			
	Labor Fee per Category	$54,000.00	$33,500.00	$19,950.00	$15,750.00	$36,250.00	$16,900.00	$1,450.00	$11,000.00			

SUBCONSULTANTS = ARDURRA

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REGULAR AGENDA
ITEM 1

Water Supply Conditions Report

Presenter - Katie Gilmore, Director of Operations

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 July 17, 2025.

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

July Water Demand	25.39 MGD
July River Withdrawals	45.13 MGD
Storage Volume:	
Reservoirs	6.36 BG
ASR	8.67 BG
Total	14.73 BG

Attachments:
Presentation Materials

Water Supply Conditions

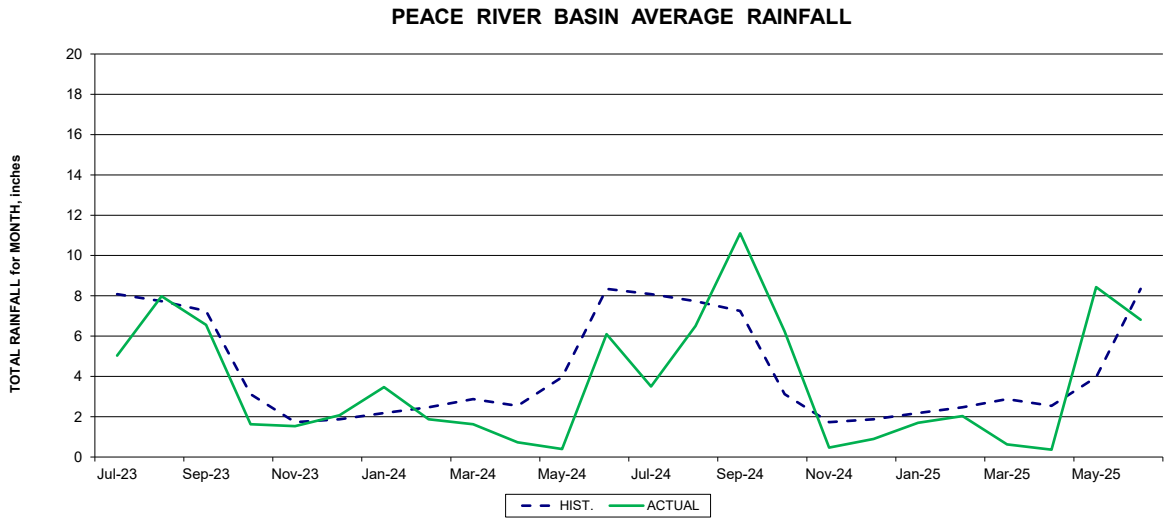


Regular Item 1
August 06, 2025

Peace River Manasota Regional Water Supply Authority

1

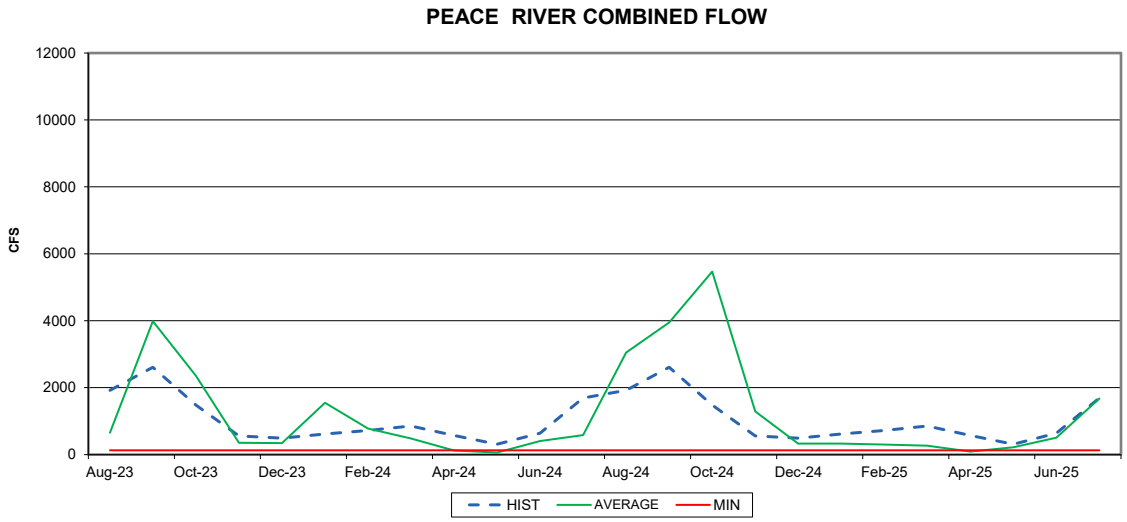
Peace River Basin Average Rainfall



Peace River Manasota Regional Water Supply Authority

2

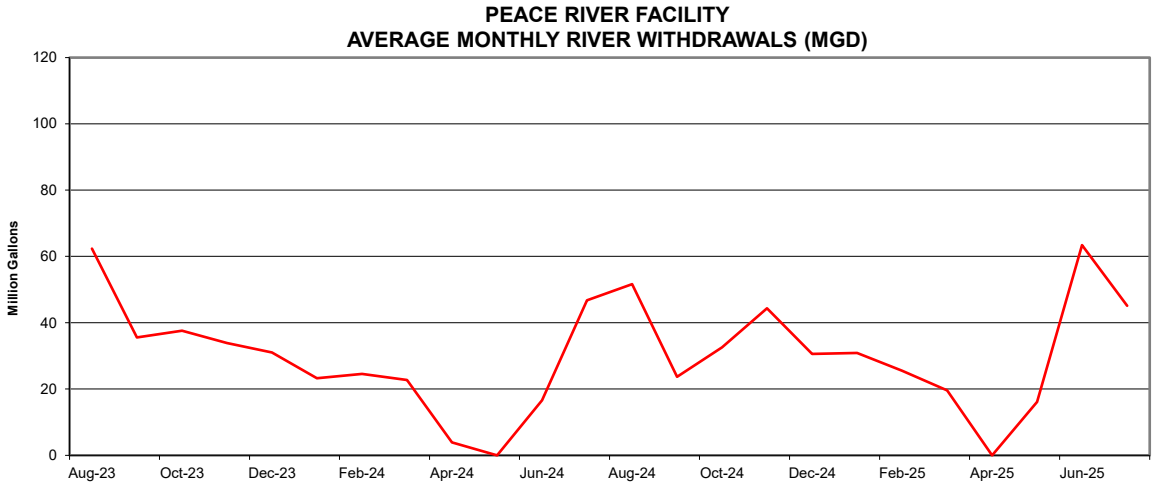
River Flows



Peace River Manasota Regional Water Supply Authority

3

River Withdrawals



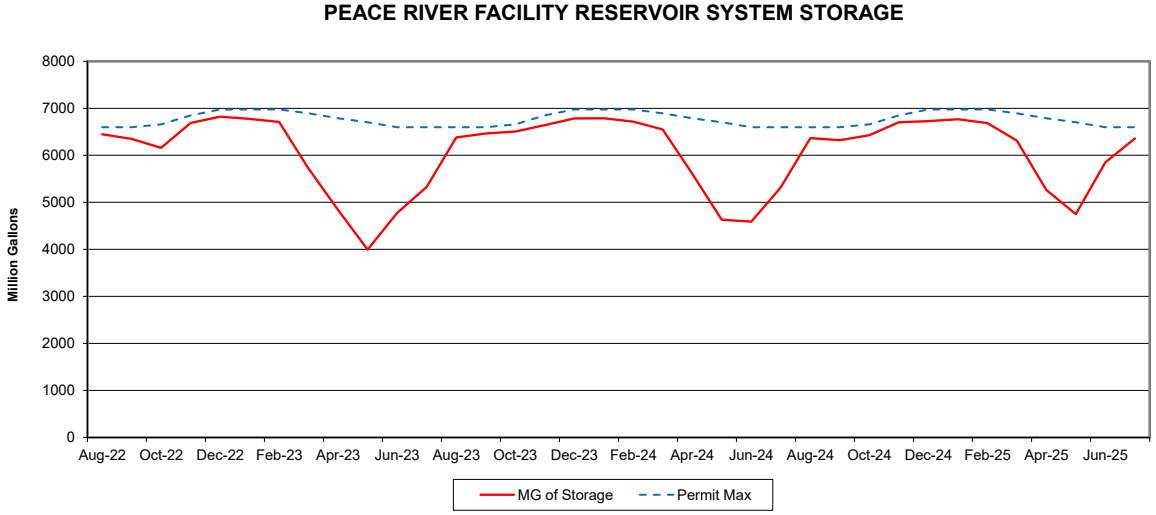
River Withdrawals

May – 16.1 MGD June – 63.4 MGD

Peace River Manasota Regional Water Supply Authority

4

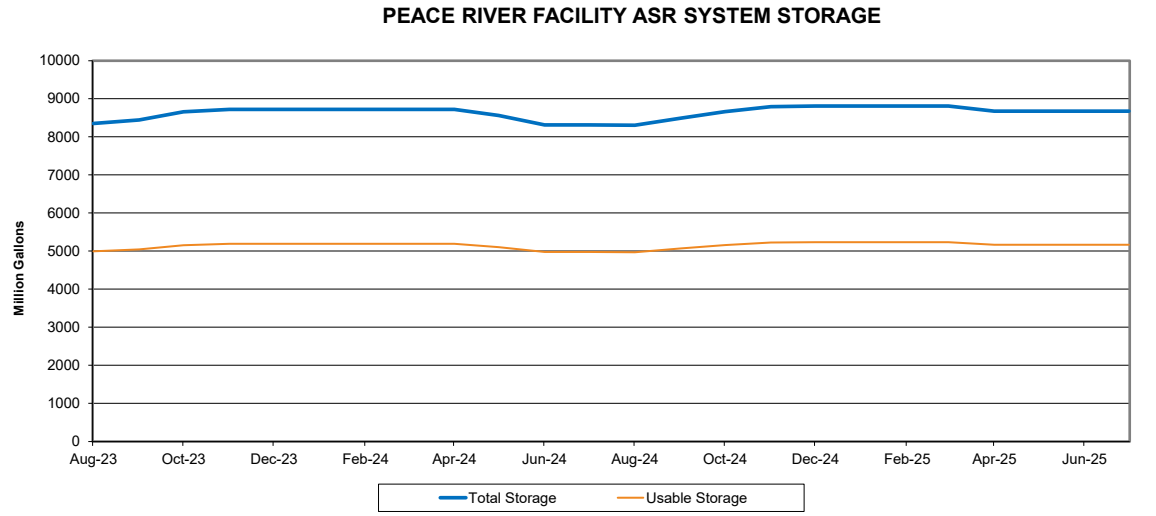
Surface Water Storage



Peace River Manasota Regional Water Supply Authority

5

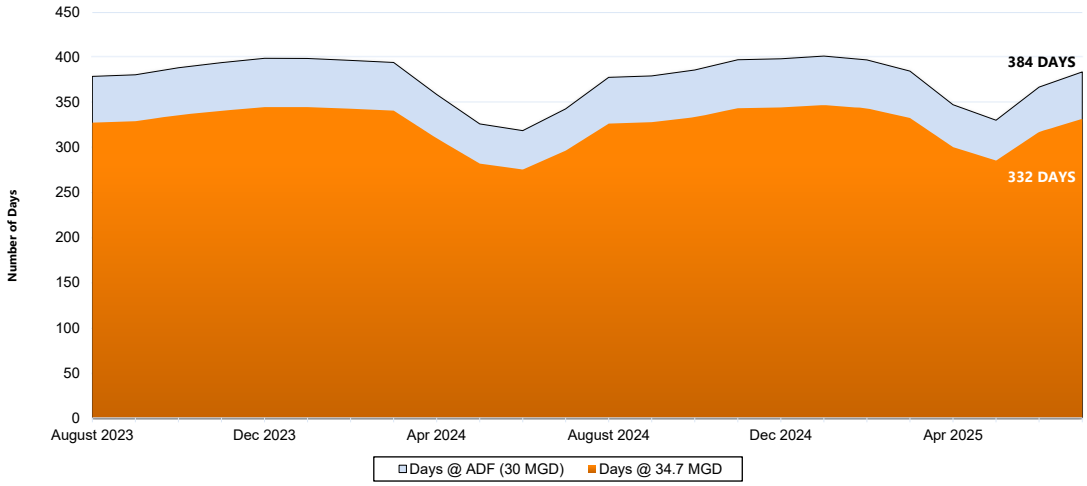
ASR Storage



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 June 2025



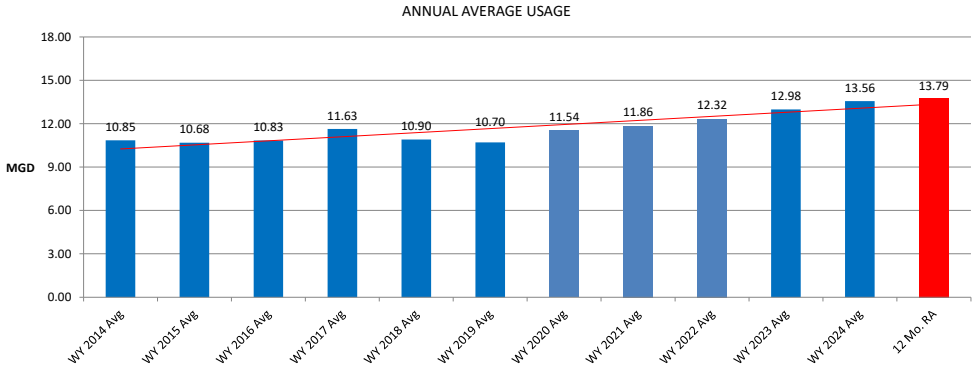
Source	Capacity [MGD]	June 2025 [MGD]
Authority System	34.70	28.37
County & City Facilities	72.59	55.49
Total Capacity & Production	107.3	83.86
Export to Non-Authority Customers	NA	3.32
Authority Customer Total Water Use	107.3	80.54

Peace River Manasota Regional Water Supply Authority

8

Charlotte County

SOURCE	CAPACITY [MGD]	JUNE 2025 [MGD]	% UTILIZED
Peace River Facilities	16.10	11.67	72%
Charlotte Self Supply	3.17	0.70	22%
TOTAL	19.27	12.37	64%

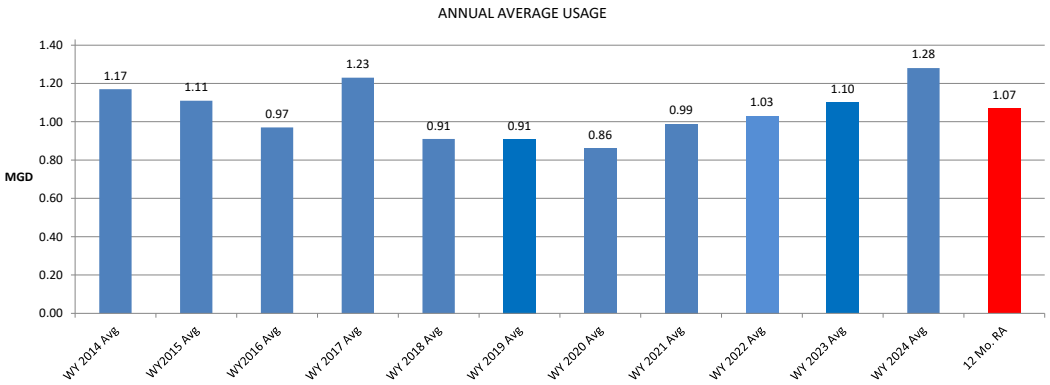


Peace River Manasota Regional Water Supply Authority

9

Desoto County

SOURCE	CAPACITY [MGD]	JUNE 2025 [MGD]	% UTILIZED
Peace River Facilities	0.723	0.59	82%
Desoto Self Supply	0.75	0.34	45%
TOTAL	1.473	0.93	63%



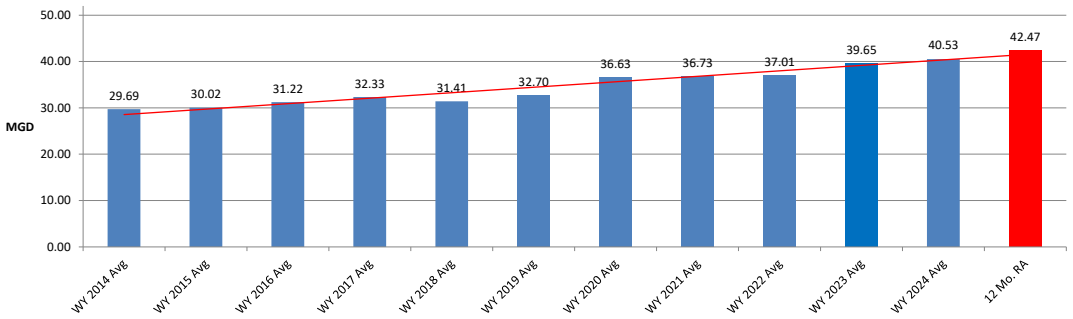
Peace River Manasota Regional Water Supply Authority

10

Manatee County

SOURCE	CAPACITY [MGD]	JUNE 2025 [MGD]	% UTILIZED
Manatee Self Supply	**52.846**	**40.71**	**77%**
Export to Sarasota Co.	**NA**	**2.63**	
Export to Others	**NA**	**3.32**	
TOTAL	**52.846**	**46.66**	**88%**

ANNUAL AVERAGE USAGE



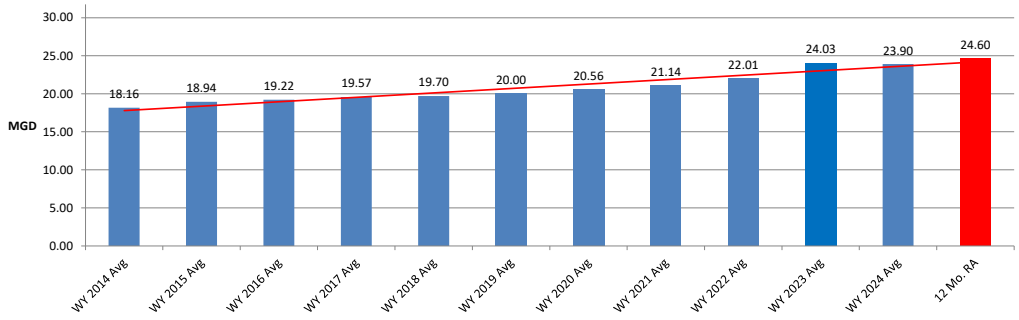
Peace River Manasota Regional Water Supply Authority

11

Sarasota County

SOURCE	CAPACITY [MGD]	JUNE 2025 [MGD]	% UTILIZED
Peace River Facilities	**15.06**	**16.0**	**100%**
Import from Others	**4.00**	**2.64**	**66%**
County Self Supply	**10.52**	**4.46**	**42%**
TOTAL	**29.58**	**23.1**	**78%**

ANNUAL AVERAGE USAGE

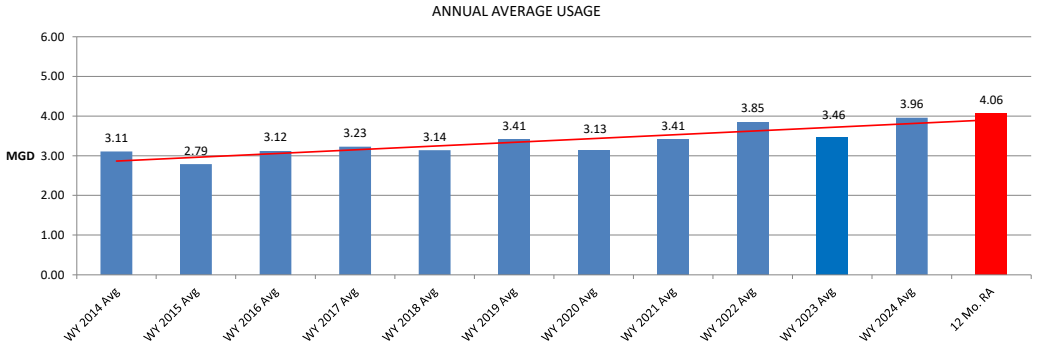


Peace River Manasota Regional Water Supply Authority

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North Port

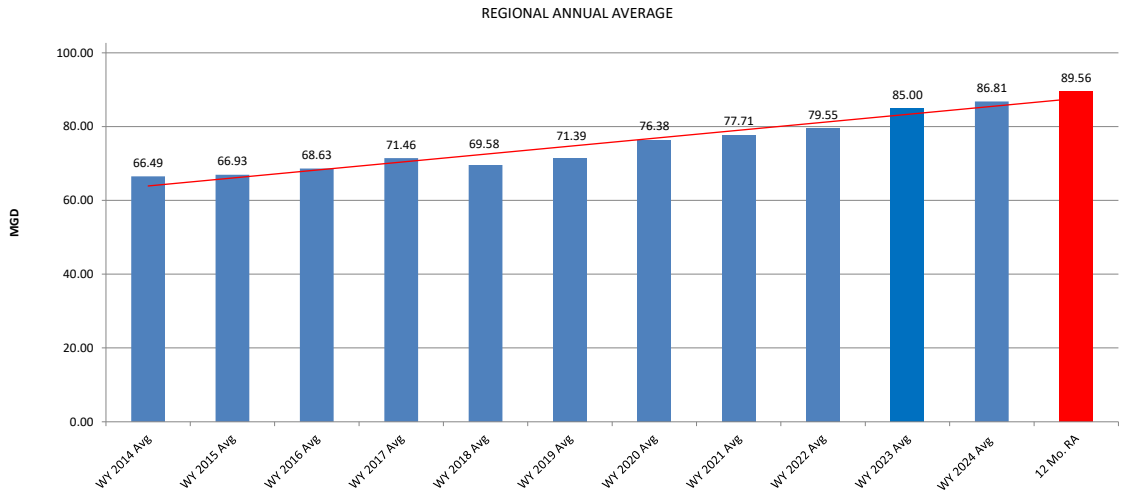
SOURCE	CAPACITY [MGD]	JUNE 2025 [MGD]	% UTILIZED
Peace River Facilities	2.865	0.09	3%
North Port Self Supply	5.30	3.34	63%
Water Exchanged	N/A	-0.01	
TOTAL	8.165	3.42	42%



Peace River Manasota Regional Water Supply Authority

13

Regional Demand



Peace River Manasota Regional Water Supply Authority

14

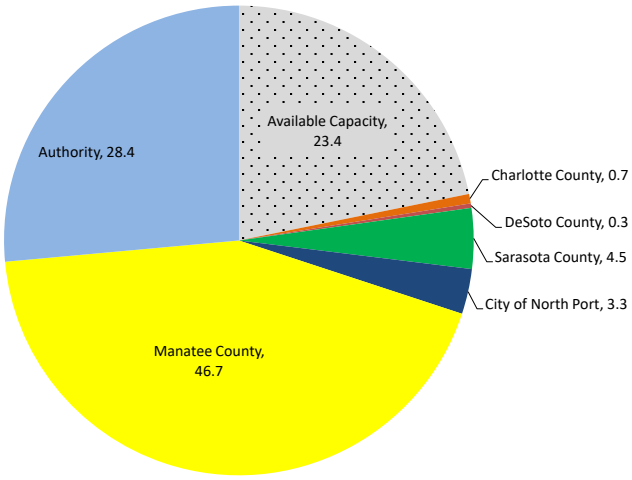
Regional Utilization June 2025

107.3 MGD Available

83.86 MGD Used

23.42 MGD Available

78% 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
August 6, 2025

REGULAR AGENDA
ITEM 2

Southwest Florida Water Management District
FY 2027 Cooperative Funding Initiative Applications

Presenter - **Mike Knowles,** P.E., Director of Engineering

Recommended Action - **Motion** to authorize submittal of the Authority's FY 2027 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for three regional projects and approve the recommended project cooperative funding ranking.

The Southwest Florida Water Management Districts (SWFWMD) Fiscal Year 2027 Cooperative Funding Initiative applications are due October 3, 2025. Three (3) Authority projects are proposed for submittal requesting a minimum of 50% funding of eligible costs for each project. SWFWMD policy requires that an applicant provide a funding order ranking if more than one project is submitted in a funding year. The recommended project ranking is shown in the table below.

Rank	Project	Estimated Project Cost*
1	Peace River Regional Reservoir No. 3 Project (Q272)	$375,077,000
2	Regional Integrated Loop System Phase 3C (Q313)	$70,270,000
3	Regional Integrated Loop System Phase 2B (Q355)	$87,440,000

*Does not include land acquisition, legal, or mitigation costs since they are non-reimbursable per CFI

Budget Action – No action is needed.

Attachments
Tab A Presentation Materials
Tab B FY 2027 Cooperative Funding Initiative Applications – Project Descriptions and Location Map

TAB A
Presentation Materials

Southwest Florida Water Management District
FY 2027 Cooperative Funding Initiative Applications

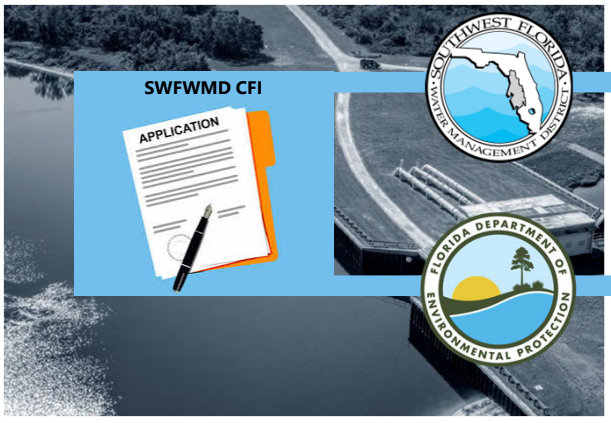
Regular Agenda Item No. 2

August 6, 2025

Peace River Manasota Regional Water Supply Authority

1

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT



COOPERATIVE FUNDING INITIATIVE
$178.4M MATCHING

ALTERNATIVE WATER SUPPLY GRANT PROGRAM
$14.05M GRANTS

Peace River Manasota Regional Water Supply Authority

2

Agenda



- Phase 2B
- Phase 3C
- PR3
- PRF Expansion

Peace River Manasota Regional Water Supply Authority

3

Agenda

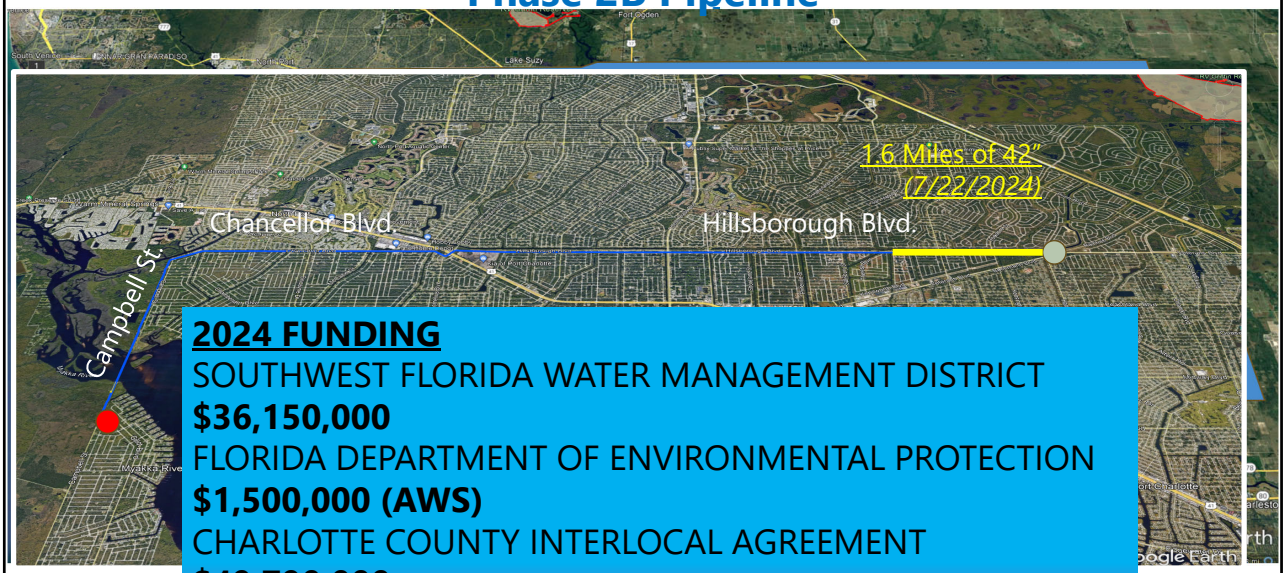


- Phase 2B
- Phase 3C
- PR3
- PRF Expansion

Peace River Manasota Regional Water Supply Authority

4

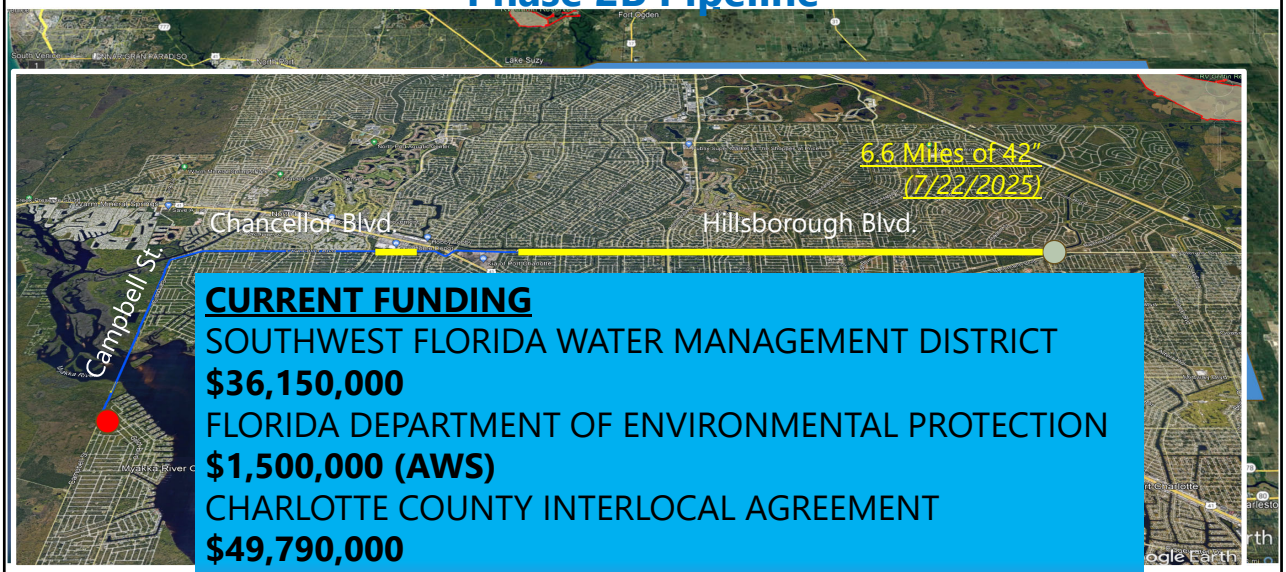
Phase 2B Pipeline



2024 FUNDING
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
$36,150,000
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
$1,500,000 (AWS)
CHARLOTTE COUNTY INTERLOCAL AGREEMENT
$49,790,000

5

Phase 2B Pipeline



CURRENT FUNDING
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
$36,150,000
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
$1,500,000 (AWS)
CHARLOTTE COUNTY INTERLOCAL AGREEMENT
$49,790,000
STATE APPROPRIATIONS (NEW)
$1,500,000 *(50% OF APPROVED REQUEST)*

6

Agenda



- Phase 2B
- **Phase 3C**
- PR3
- PRF Expansion

Peace River Manasota Regional Water Supply Authority

7

Phase 3C Pipeline



2024 FUNDING

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

$26,550,000

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

$2,500,000 (AWS)

SARASOTA COUNTY INTERLOCAL AGREEMENT

$41,220,000

Peace River Manasota Regional Water Supply Authority

8

Phase 3C Pipeline



CURRENT FUNDING

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
$26,550,000
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
$2,500,000 (AWS)
SARASOTA COUNTY INTERLOCAL AGREEMENT
$41,220,000
STATE APPROPRIATIONS (NEW)
$1,500,000 *(50% OF APPROVED REQUEST)*

Peace River Manasota Regional Water Supply Authority

9

Phase 3C Pipeline

Peace River Manasota Regional Water Supply Authority

10

Agenda



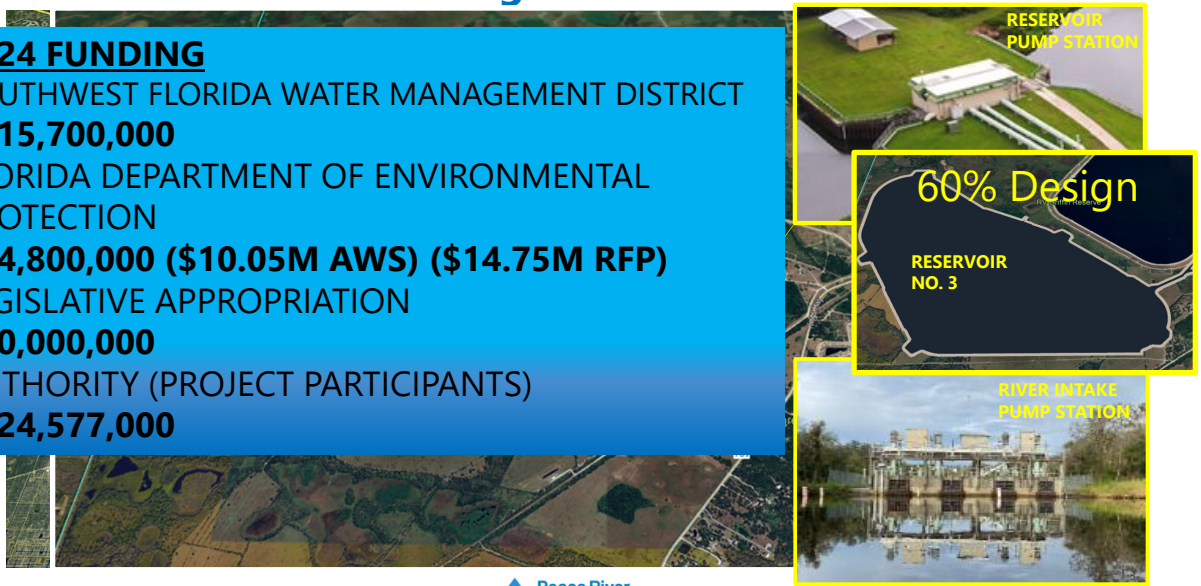
- Phase 2B
- Phase 3C
- **PR3**
- PRF Expansion

Peace River Manasota Regional Water Supply Authority

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Peace River Regional Reservoir No. 3

2024 FUNDING
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
$115,700,000
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
$24,800,000 ($10.05M AWS) ($14.75M RFP)
LEGISLATIVE APPROPRIATION
$10,000,000
AUTHORITY (PROJECT PARTICIPANTS)
$224,577,000



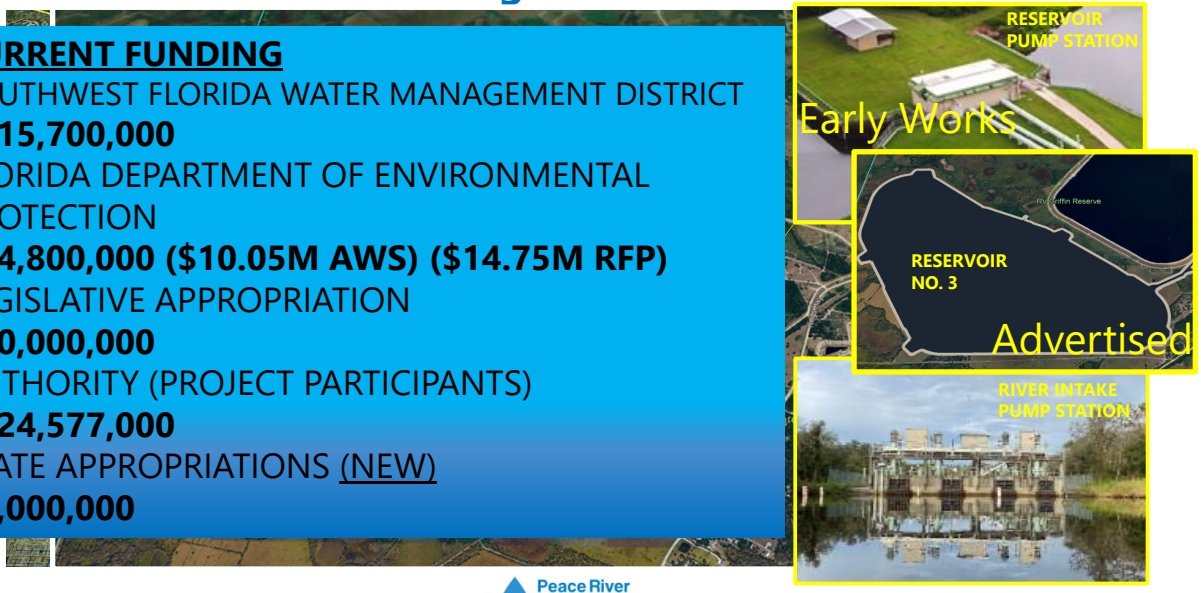
Peace River Manasota Regional Water Supply Authority

12

Peace River Regional Reservoir No. 3

CURRENT FUNDING

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
$115,700,000
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
$24,800,000 ($10.05M AWS) ($14.75M RFP)
LEGISLATIVE APPROPRIATION
$10,000,000
AUTHORITY (PROJECT PARTICIPANTS)
$224,577,000
STATE APPROPRIATIONS (NEW)
$7,000,000



Peace River Manasota Regional Water Supply Authority

13

Agenda



- Phase 2B
- Phase 3C
- PR3
- **PRF Expansion**

Peace River Manasota Regional Water Supply Authority

14

Peace River Facility Expansion



CURRENT FUNDING
AUTHORITY (PROJECT PARTICIPANTS)
$171,500,000
(W/O CONTINGENCY)

Peace River Manasota Regional Water Supply Authority

15

Questions?



Peace River Manasota Regional Water Supply Authority

16

Motion



Motion to authorize submittal of the Authority's FY 2027 Cooperative Funding Initiative Applications to the Southwest Florida Water Management District for four regional projects and approve the recommended project cooperative funding ranking.

Peace River Manasota
Regional Water Supply Authority

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TAB B
FY 2027 Co-Funding Initiative Project Descriptions and Location Map

FY 2027 Cooperative Funding Initiative Project Descriptions & Location Map

Peace River Regional Reservoir No. 3 (Q272)

Location: Peace River Facility in DeSoto County

Total Cost: **$375,077,000***

Component / Phase	Estimated Cost
Preliminary Design	$ 7,250,000
Final Design, Permitting, and Construction	**$367,827,000**

*Does not include land acquisition, legal, or mitigation costs since they are non-reimbursable per CFI

Project Details: At the request of Authority members, additional water supply capacity is required to be online by 2028. As identified in the District's RWSP, the PR^3 project coupled with the Peace River Facility Expansion is the next Alternative Water Supply source to be developed to meet our member's demand needs. It is anticipated that the PR^3 Project will be completed utilizing an Alternative Delivery Method and that the Final Design, Permitting, and Construction costs will be included in this funding request. This Project is in the Authority's 5-year Capital Improvement Plan and will follow recommendations from the Third-Party Review, previously approved by the District in prior cooperative funding cycles.

Completion Schedule: Final Design and Construction – 52 months (Oct. 2023 – Jan. 2028)

Project Benefits: As identified in the District's 2025-2029 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery, the Peace River Regional Reservoir No. 3 (PR^3) project is a component of the 21 MGD of Alternative Water Supply sources identified in the objectives to "Ensure a sustainable water supply".

Funding Schedule: The Feasibility and Siting Study ($1,499,984) and the Preliminary Design ($7,250,000) Phases were previously approved by SWFWMD for funding in the FY21 and FY22 co-funding cycles. Projected funding and expenditures for the upcoming fiscal year and historical submissions from prior fiscal years are shown below.

Design & Construction	**Prior**	**FY 2027**	**Future**	**Total**
Authority	$103,042,133	$57,267,433	$57,267,434	$217,577,000
SWFWMD	$46,682,867	$34,508,566	$34,508,567	$115,700,000
FDEP	$24,800,000	$0	$0	$24,800,000
Legislative Appropriation*	$17,000,000	$0	$0	$17,000,000
Total	$191,525,000	$91,775,999	$91,776,001	**$375,077,000**

**FY2026 Legislative Appropriation was $7,000,000 [July 1, 2025]*

PRMRWSA Regional Integrated Loop System Phase 3C (Q313)

Location: Sarasota County

Total Cost: $70,270,000

Component / Phase	Estimated Cost
Final Design, Permitting, and Construction	$70,270,000

*Does not include land acquisition, legal, or mitigation costs since they are non-reimbursable per CFI

Project Details: At the request of Sarasota County, the latest Interlocal Agreement for the Phase 3C Interconnect has the project online by June 2026. As identified in the District's RWSP, the Phase 3C Interconnect is an alternative water supply project that supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources. The project will extend the Authority's regional pipeline system from the current terminus of the Phase 3B Interconnect at Clark Road (SR-72) in central Sarasota County, northward approximately 8 miles to Fruitville Road. The Project is being completed through an Alternative Delivery Method, and the Final Design, Permitting, and Construction costs are included in this funding request.

Completion Schedule: Final Design, Permitting, and Construction –39 months (April 2023 – June 2026)

Project Benefits: As identified in the District's 2025-2029 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Regional Integrated Loop System Phase 3C Project is a component of the objectives to "maximize public supply interconnects".

Funding Schedule: Estimated cost for the Final Design, Permitting, and Construction phase of the Project is $70,270,000. Projected funding and expenditures for the upcoming fiscal year and historical submissions from prior fiscal years are shown below.

Final Design, Permitting, and Construction	**Prior**	**FY 2027**	**Future**	**Total**
Authority	$39,720,000	$0	$0	$39,720,000
SWFWMD	$26,550,000	$0	$0	$26,550,000
FDEP	$2,500,000	$0	$0	$2,500,000
Legislative Appropriation*	$1,500,000	$0	$0	$1,500,000
Total	$70,270,000	$0	$0	$70,270,000

**FY2026 Legislative Appropriation [July 1, 2025]*

PRMRWSA Regional Integrated Loop System Phase 2B (Q355)

Location: Charlotte & Sarasota Counties

Total Cost: **$87,440,000***

Component / Phase	Estimated Cost
Final Design, Permitting, and Construction	$87,440,000

*Does not include land acquisition, legal, or mitigation costs since they are non-reimbursable per CFI

Project Details: At the request of Charlotte County, the Phase 2B Interconnect needs to be online by March 2026. As identified in the District's RWSP, the Phase 2B Interconnect is an alternative water supply project that supports SWUCA recovery through conjunctive use of surface and groundwater sources based on management and rotation of supply resources. The project will extend the Authority's regional pipeline system from the current terminus of the Phase 2 Interconnect at Serris Boulevard in Charlotte County westward approximately 13 miles to the County's existing Gulf Cover Booster Station south of the Myakka River in western Charlotte County. It is anticipated that the project will be completed through an Alternative Delivery Method and that the Final Design, Permitting, and Construction costs will be included in this funding request.

Completion Schedule: Final Design, Permitting, and Construction – **30 months (Oct. 2023 – Mar. 2026)**

Project Benefits: As identified in the District's 2025-2029 Strategic Plan, Regional Priorities and Objectives for the Southern Region – SWUCA Recovery (page 19), the Regional Integrated Loop System Phase 2B Interconnect project is a component is a component of the objectives to "maximize public supply interconnects".

Funding Details: Estimated cost for the project's Final Design, Permitting, and Construction is $87,440,000. Projected funding and expenditures for the upcoming fiscal year and historical submissions from prior fiscal years are shown below.

Final Design, Permitting, and Construction	**Prior**	**FY 2027**	**Future**	**Total**
Authority	$48,290,000	$0	$0	$49,790,000
SWFWMD	$36,150,000	$0	$0	$36,150,000
FDEP	$1,500,000	$0	$0	$1,500,000
Legislative Appropriation*	$1,500,000	$0	$0	$1,500,000
Total	$87,440,000	$0	$0	$87,440,000

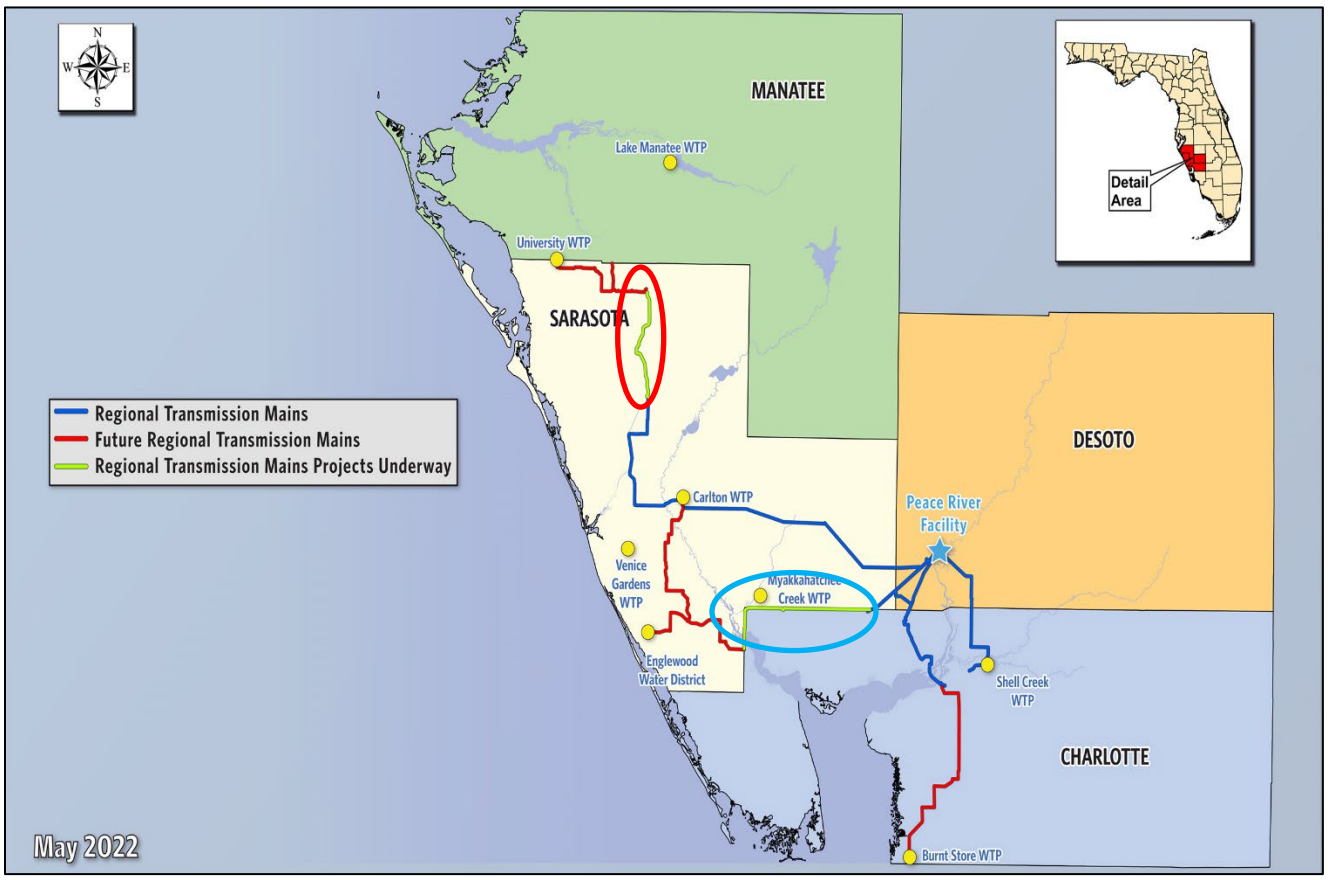
**FY2026 Legislative Appropriation [July 1, 2025]*

Project Locations Map

Peace River Regional Reservoir (PR^3) ★

Regional Integrated Loop System Phase 3C

Regional Integrated Loop System Phase 2B



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REGULAR AGENDA
ITEM 3

2025 A/B/C Bond Sales Results

Presenter - Ann Lee, Finance & Budget Senior Manager
Natalie Sidor, Public Resource Advisory Group

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

Staff will present the details of the 2025 A/B/C Bonds issuance, which includes the refunding efforts for the 2015 Bonds and new money financing of the Surface Water System Expansion Project and Phase 2B Pipeline. The bonds were successfully marketed on July 22, 2025, with a total par value of $385.3 million. For the refunding effort, the actual net present value savings are 3.85% ($265k). The pre-close for the bonds will occur on August 6, 2025, and the formal bond closing date is on August 12, 2025.

Budget Action – No action is needed.

Attachments:
Presentation Materials

2025 A/B/C Bond Series Results

Regular 3
August 6, 2025

Peace River Manasota Regional Water Supply Authority

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Bond Team

Financial Advisor
PRAG

Bond Counsel
Nabors Giblin & Nickerson P.A. ATTORNEYS AT LAW

Disclosure Counsel
Bryant Miller Olive

General Counsel
MBDT Manson Bolves Donaldson Tanner

Underwriting Team
Senior Manager: RAYMOND JAMES
Co-Managers: PNC, RBC

Underwriting Counsel
George A. Smith PLLC

Rate Consultant
Stantec

Consulting Engineer
HDR

Paying Agent/Escrow Agent
BNY

Customer Utility & Finance Staff
Sarasota County
Charlotte County Florida
North Port Florida

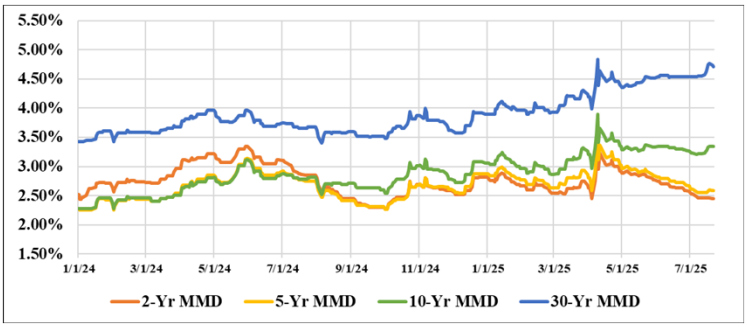
Peace River Manasota Regional Water Supply Authority

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Market Conditions

- **Municipal Rates:** Municipal rates hit high levels YTD in April with tariff announcements; Periods of volatility continue around timing of major news or economic data releases; Fed maintained short-term rates at 4.25%-4.50%
- **Municipal Supply:** 2025 issuance on pace to exceed 2024 record volume; Municipal bond volume for week of pricing was $12.8 billion
- **Municipal Demand**: $7.4 billion of bond fund inflows year-to-date 2025
- **Series 2025 Bonds Investor Orders**:
  - $370.205 million total bonds
  - $1.45 billion of investor orders
  - 3.9x oversubscribed
  - 44 different institutional investor accounts
  - Lowered yields 1-6 bps in select maturities

Municipal Market Data (MMD) Rates: Jan. 2024 to July 22, 2025*



2025 Statistics				
	2Y	5Y	10Y	30Y
Current	2.45%	2.59%	3.34%	4.71%
Average	2.72%	2.83%	3.21%	4.29%
High	3.42%	3.59%	3.89%	4.84%
H-Date	4/9/2025	4/9/2025	4/9/2025	4/9/2025
Low	2.45%	2.55%	2.86%	3.89%
L-Date	4/4/2025	7/8/2025	2/27/2025	1/3/2025

** Pricing Date of the Authority's Series 2025 Bonds*

Peace River Manasota Regional Water Supply Authority

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National Industry News

Bloomberg

MUNICIPAL MARKET BRIEF

- Primary market: The biggest sales expected to price today include a $369.7 million issue for the Peace River Manasota Regional Water Supply Authority and a $325 million issue for the Idaho Housing & Finance Association.

THE BOND BUYER

MONDAY, JULY 21, 2025 THE DAILY NEWS(Market Conditions)LIC FINANCE VOL. 397 NO. 36342 N.Y., N.Y.

Major Deals This Week

Amount (in millions)	Issuer	Lead Underwriter	Expected Pricing Date	Preliminary Structure
$1,500	NYC TFA	Ramirez	Wednesday	Serials, terms
$703	Tarrant Co CEFF Corp	Morgan Stanley	Thursday	Terms
$388	Snohomish Co PUD	Raymond James	Thursday	Serials, terms
$370	Peace River Manasota Reg Wtr	Raymond James.	Tuesday	Serials, terms
$350	Illinois Hsg Dev Auth	RBC Capital Markets	Thursday	Serials, terms
$325	Idaho Hsg & Fin Assoc	RBC Capital Markets	Tuesday	Serials, terms
$324	Spring Branch ISD	Piper Sandler	Thursday	
$301	Maui Co	Competitive	Wednesday	Serials
$300	Darmouth Coll Trustee	Goldman Sachs	Monday	
$267	Guam Wtr Auth	RBC Capital Markets	Tuesday	Serials, terms

Peace River Manasota Regional Water Supply Authority

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Series 2025A: SWSEP

- Purpose: Finance a portion of the SWSEP and fund partial capitalized interest through 4/1/29

- Investor Participation:
  - $1.35 billion of institutional orders
  - 4.4x oversubscribed
  - 36 distinct institutional accounts with a mix of larger, mid-size and foreign interest
    - Blackrock, Nuveen, State Farm, Vanguard
    - Banyan Global Investment Advisors, Breckinridge Capital, Old Orchard
    - Mizuho (Japanese Bank)
    - Norges Bank (Central Bank of Norway)

- Final Results:
  - True Interest Cost- 5.05%
  - Average Life – 23.1 yrs
  - Avg. Annual Debt Service - $22.8 million

Summary of Preliminary Results SWSEP (Phase One): PRF/ PR3 - Reservoir Pump Station	
Series 2025A New Money Bonds	
Closing Date	8/12/2025
Project Funding	$280,262,264
True Interest Cost	**5.05%**
First Principal Payment	10/1/2034
Final Maturity	10/1/2055
Average Annual Debt Service	**$22,828,253**
Maximum Annual Debt Service	$30,120,250

Peace River Manasota Regional Water Supply Authority

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Series 2025B: Phase 2B

- Purpose: Finance a portion of the Phase 2B pipeline project and fund capitalized interest through 4/1/27

- Investor Participation:
  - $67.5 million of institutional orders
  - 1.2x oversubscribed
  - 16 distinct institutional accounts with a mix of banks, insurance companies and bond funds
    - Blackrock, Charles Schwab, Franklin Advisors, Mackay Shields, Neuberger Berman, State Farm, US Bank, US Trust

- Final Results:
  - True Interest Cost- 4.84%
  - Average Life – 19.5 yrs
  - Avg. Annual Debt Service - $3.7 million

Summary of Preliminary Results Phase 2B Pipeline	
Series 2025B New Money Bonds	
Closing Date	8/12/2025
Project Funding	$53,173,109
True Interest Cost	**4.84%**
First Principal Payment	10/1/2027
Final Maturity	10/1/2055
Average Annual Debt Service	**$3,712,912**
Maximum Annual Debt Service	$3,748,550

Peace River Manasota Regional Water Supply Authority

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Series 2025C: Refunding of Series 2015

- Purpose: Refund the callable Series 2015 Bonds for debt service savings

- Investor Participation:
  - $24.5 million of institutional orders
  - 3.6x oversubscribed
  - 6 distinct institutional accounts
    - Charles Schwab, Chilton Financial, Eaton Vance, Franklin Advisors, JP Morgan Asset Management, US Trust

- Final Results:
  - Gross Savings - $292,000
  - Average Annual Savings - $93,000 (2026-2028)
  - NPV Savings ($) - $265,000
  - NPV Savings (%) – 3.85%

Summary of Preliminary Results Series 2015 Refunding	
Series 2025C Refunding Bonds	
Closing Date	8/12/2025
Par Amount Refunded	$6,880,000
Final Maturity	10/1/2028
Refunded Coupons	5.00%
True Interest Cost	2.69%
Total Gross Savings ($)	$292,131
Average Annual Gross Savings (2026-2028)	$93,667
Total Net Present Value (NPV) Savings ($)	**$265,211**
Total NPV Savings (% of Refunded Par)	**3.85%**

Peace River Manasota Regional Water Supply Authority

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Financing Schedule and Next Steps

- **December 2025**
  - Board Action: Request to Proceed with SWSEP Financing Package #2 (tentative)

- **Mid-2026**
  - Bond Documentation, Ratings, Diligence Process (tentative)

Exact timing will be fluid to correspond with GMP delivery dates

Peace River Manasota Regional Water Supply Authority

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Questions/Discussion

Peace River Manasota Regional Water Supply Authority

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PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REGULAR AGENDA
ITEM 4

Contractor Pre-Qualification for the Peace River Regional Reservoir 3 Project

---

Recommended Action - **Motion** to approve Contractors prequalified to bid on the Peace River Regional Reservoir 3 Project, Volumes 1 and 5, as follows: Barnard Construction Company, Inc., Kiewit Infrastructure South Co., and Phillps & Jordan, Inc.

The Peace River Regional Reservoir Number 3 (PR3) Project the storage component of the Authority's Surface Water Supply Expansion Project that will deliver 18 mgd of additional potable water to meet the contractual obligation of the Master Water Supply Contract. The PR3 Project is divided into five (5) volumes of work with Volume 1 representing the 9-billion-gallon Reservoir Number 3 and Volume 5 representing the On-site Mitigation for the PR3 Project. Volumes 2, 3, and 4 are being completed by Archer Western under a separate Construction Manager at Risk contract.

On April 9, 2025, the Authority issued a Request for Statements of Qualifications (SOQ's) for Contractors and their subcontractors for the PR3 Project, Volumes 1 and 5, located in DeSoto County.

All SOQ submittals timely received by the deadline on May 7, 2025, underwent review by the Authority's Professional Services Evaluation Committee (PSEC) and Authority's Owner's Agent. The PSEC met on June 23, 2025 and (3) firms, as identified above, were recommended to be prequalified for the PR3 Project Volumes 1 and 5 as Contractors. When PR3 Project Volumes 1 and 5 go to bid later this year, only these pre-qualified contractors will be invited to submit bids.

Budget Action: None.

Attachments:
Tab A Presentation Materials
Tab B Staff Memorandum, Supporting Documentation and Notice of Intended Decision
Tab C Statements of Qualifications (electronic format)

TAB A
Presentation Material

Contractor Pre-Qualification for the Peace River Regional Reservoir 3 Project

Regular Item 4

August 6, 2025

Peace River Manasota Regional Water Supply Authority

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Agenda

- **Project Update**
- **Review of Procurement Strategy**
- **Minimum Qualifications**
- **Recommended Firms for Pre-Qualification**
- **Motion**



Peace River Manasota Regional Water Supply Authority

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PR3 Project Update

Final Design (Complete)

- Design Documents
  - ☑ Final Design Documents

Permitting (Ongoing)

- FDEP Environmental Resource Permit
- USACOE 404 Permit

CMAR (Ongoing)

- Volume 3 Early Works (Intake Channel)
- Owner Direct Purchase Packages

Reservoir Contractor Procurement (Ongoing)



Peace River Manasota
Regional Water Supply Authority

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Agenda

- Project Update
- **Review of Procurement Strategy**
- Minimum Qualifications
- Recommended Firms for Pre-Qualification
- Motion



Peace River Manasota
Regional Water Supply Authority

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PR3 Procurement Strategy

Construction Management at Risk

- River Intake Pump Station
- Reservoir Pump Station
- Conveyance Pipelines

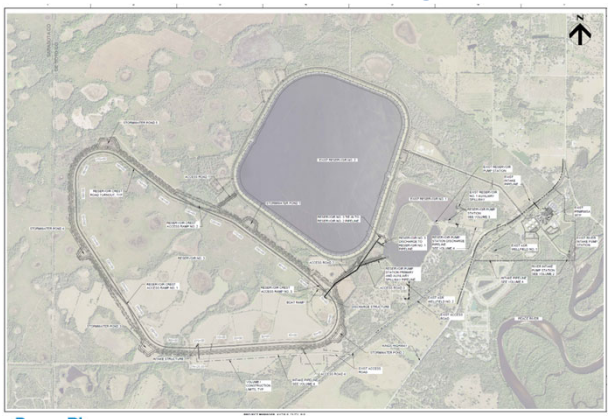






Design-Bid-Build

Reservoir #3 / Mitigation



Peace River Manasota Regional Water Supply Authority

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Agenda

- Project Update
- Review of Procurement Strategy
- **Minimum Qualifications**
- Recommended Firms for Pre-Qualification
- Motion



Peace River Manasota Regional Water Supply Authority

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Contractor Minimum Qualifications

Criteria

- Reference Similar Size and Complexity
- Self-Perform 40%
- 2Mil CY of Embankment
- Large Diameter Pipe
- 25,000 CY of Soil Cement
- Soil-Bentonite Wall 300k SF @ 80-ft Min
- 500 CY of Mass Concrete
- Dewatering & Mitigation

Peace River Manasota Regional Water Supply Authority

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Recommended Firms

Advertisement
April 9, 2025

Statements Due
May 7, 2025

PSEC Meeting
June 23, 2025

BARNARD CELEBRATING 50 YEARS
BARNARD
People building for People.

KIEWIT PKS SINCE 1884
Kiewit

PHILLIPS & JORDAN, INC.

Peace River Manasota Regional Water Supply Authority

8



- Project Update
- Review of Procurement Strategy
- Minimum Qualifications
- Recommended Firms for Pre-Qualification
- **Motion**

Peace River Manasota Regional Water Supply Authority

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Motion - to approve Contractors prequalified to bid on the Peace River Regional Reservoir 3 Project, Volumes 1 and 5, as follows: Barnard Construction Company, Inc., Kiewit Infrastructure South Co., and Phillps & Jordan, Inc.

Peace River Manasota Regional Water Supply Authority

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TAB B
Staff Memorandum, Supporting Documentation and Notice of Intended Decision

MEMORANDUM

DATE: August 06, 2025

TO: Authority Board of Directors

FROM: Richard Anderson, Executive Director

RE: Contractor Pre-Qualification for the Peace River Regional Reservoir 3 Project

---

Recommendation

In accordance with the Authority's Procurement Policy the Executive Director is submitting to the Authority Board a list of firms that are determined to meet the minimum criteria set by the engineer of record for the project while being responsive and responsible based upon the evaluation of the SOQ submittals. Staff recommends that the following list of three (3) firms below be approved by the Board to participate in the bidding of the Peace River Regional Reservoir Number 3 (PR3) Project later this year.

Recommended Firms (listed alphabetically)	Criteria Met
Barnard Construction Company, Inc.	Yes
Kiewit Infrastructure South Co.	Yes
Phillps & Jordan, Inc.	Yes

Background

The Peace River Regional Reservoir Number 3 (PR3) Project the storage component of the Authority's Surface Water Supply Expansion Project that will deliver 18 mgd of additional potable water to meet the contractual obligation of the Master Water Supply Contract. The PR3 Project is divided into five (5) volumes of work with Volume 1 representing the 9-billion-gallon Reservoir Number 3 and Volume 5 representing the On-site Mitigation for the PR3 Project. Volumes 2, 3, and 4 are being completed by Archer Western under a Construction Manager at Risk contract.

On April 9, 2025, the Authority issued a Request for Statements of Qualifications (SOQ's) for Contractors and their subcontractors for the PR3 Project, Volumes 1 and 5, located in DeSoto County.

All SOQ submittals timely received by the deadline on May 7, 2025, underwent review by the Authority's

Professional Services Evaluation Committee (PSEC) and Authority's Owner's Agent. The (3) firms, as identified above, were recommended to be prequalified for the PR3 Project Volumes 1

and 5 as Contractors. When PR3 Project Volumes 1 and 5 go to bid later this year, only these pre-qualified contractors will be invited to submit bids.

The Agreement (contract) for the Contractor to perform the work associated with PR3 Project 1 and 5 will be advertised with the invitation to bid as-to-form by the Authority General Counsel. The bids received from the pre-qualified contractors, the contract, and the recommendation from the Authority staff and PR3 Project engineer of record will be brought back to the Authority Board for consideration and approval at a future meeting.

The Authority solicited Statements of Qualifications (SOQ's) for prime contractor services and four (4) SOQ's were timely received on May 7, 2025, from the firms listed in alphabetical order below.

Firms Submitting SOQ (listed alphabetically)
Barnard Construction Company, Inc.*
Kiewit Infrastructure South Co.*
Phillps & Jordan, Inc.*
Thalle Construction Co., Inc.

Asterisk (*) indicates firm recommended for pre-qualification

All SOQ's were reviewed and evaluated in accordance with the Authority's Procurement Policy based on criteria including but not limited to: Consultant competence/qualification/services; similar project experience and past professional accomplishments; project manager qualifications and experience; and office proximity to Authority service area.

Based on this evaluation, a list of three (3) firms are recommended for Board approval to be pre-qualified.

Supporting documents attached to this Board item include:

1) Request for Statement of Qualifications
2) Information Package for General Professional Engineering Services
3) Professional Services Evaluation Committee Documents
4) Notice of Intended Decision
5) Responsive and Responsible Memo

Peace River Manasota
Regional Water Supply Authority

Request for Qualifications to
Pre-Qualify Contractors for Reservoir No. 3

April 9, 2025

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Section 1 Overview

1.1 Authority Background

The Peace River Manasota Regional Water Supply Authority ("Authority") is a regional water supplier that provides wholesale drinking water in Charlotte, DeSoto, Manatee and Sarasota Counties. 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 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 currently owns and operates facilities for raw water storage, water treatment, finished water storage, and regional finished water transmission to its members and customer. Facilities include the Peace River Facility (PRF), a 51 million gallon per day ("MGD") conventional surface water treatment facility on Kings Highway in DeSoto County, a 120 MGD raw water intake on the Peace River, two reservoirs with a 6.5 billion gallon capacity, 21 aquifer storage and recovery wells, and approximately 100 miles of large diameter potable water transmission system pipelines and associated remote pumping stations and potable water storage tanks.

During the Water Supply Master Planning efforts between 2015 and 2021 the Authority's members and customers indicated that projected growth and associated water supply demand increases in the region would require a third off-stream raw water storage reservoir, known as Reservoir No. 3. Reservoir No. 3 is part of the larger programmatic surface water expansion known as the Peace River Regional Reservoir No. 3, or PR3, project.

By submitting a response, a Respondent represents that it accepts the terms and conditions of this solicitation and all attachments, and Respondent agrees to be bound by them. Respondents also accept and agree to the terms of the Authority's procurement policy which can be found at the following website: https://regionalwater.org/procurement-policy-and-bidding/

1.2 Project Description

In this solicitation the Authority is requesting Statements of Qualifications to pre-qualify construction contractors to build the new 9.3-billion-gallon Reservoir No. 3 (Project). The term "Project" as used in this solicitation refers to the Reservoir No. 3 as described below.

Attachment 1 contains technical figures and reports further explaining the Project. The Authority intends to construct Reservoir No. 3 in proximity to the existing reservoirs located in southwestern Desoto County (see Figures 1 – 3), on the R.V. Griffin Reserve. The estimated construction cost of the Project is approximately $300,000,000. Figure 4 is a typical embankment cross section. Generally, the project components consists of:

- Site preparation, topsoil stripping, and dewatering to prepare the site for mass earthwork construction.
- Construction of an engineered earthen embankment approximately 5 miles in length with a maximum height of about 45 feet above the existing ground surface using onsite borrow material from the interior of the embankment areas.
- Construction of embankment facing, internal drains and filters, and seepage mitigation measures, including a combination of flat plate and stepped soil cement on the interior face, a soil-cement-bentonite cutoff wall installed using deep mixing or slurry trench methods (long reach excavator methods will not be permitted), and sand and gravel seepage collection and filter measures within the embankment outletting to a perimeter canal.
- Construction and demolition of a temporary embankment, soil-cement-bentonite cutoff wall, and soil cement test section.
- Construction of an approximately 6-mile-long excavated perimeter canal for receiving stormwater drainage and seepage discharge.
- Construction of ditches, culverts, piping, and outlet structures for managing stormwater and groundwater discharge from the reservoir site.
- Construction of shell rock access roads, top of embankment soil cement road, shell rock perimeter roads, asphalt access ramps, and concrete boat ramps for vehicle/equipment access.
- Tie-in to a water supply intake system from a pipe manifold constructed by others and construction of intake piping to distribute pumped river water over the embankment to a concrete intake structure.
- Construction of three 54-inch HDPE intake distribution pipeline system buried in the Reservoir No. 3 interior.
- Construction of a dual chamber discharge structure in Reservoir No. 3 with control gates and an access bridge.
- Construction of a 60-inch service spillway pipeline from the discharge structure to Reservoir No. 1.

- Construction of a 60-inch auxiliary spillway pipeline with a concrete impact basin and an earthen auxiliary discharge channel discharging to Reservoir No. 1.
- Construction of a concrete conduit beneath the embankment of Reservoir No. 3 to house the portion of the service and auxiliary spillway pipelines within the prism of the embankment.
- Construction of two concrete baffled chutes in Reservoir No. 1 for the service spillway and auxiliary spillway discharge, including coffer cells and dewatering.
- Construction of a 36-inch transfer pipeline from Reservoir No. 3 tying into the existing Reservoir No. 2 service spillway.
- Construction of a perimeter security fence (approximately 7 miles in length) and guardhouse on the main access road.
- Construction of a diffused air type destratification system for the new reservoir, including a pre-engineered metal building to house compressors and related electrical and I&C equipment.
- Construction of embankment monitoring instrumentation and controls.
- Site restoration of disturbed areas including seeding, sodding, riprap, and restoring roadway surfacing to pre-construction conditions.
- Wetland Mitigation and Restoration located on the RV Griffin Reserve.

The Authority intends to contract with a single entity that will be responsible for all construction, contractor's quality control, and start-up services necessary to complete the Project. This entity will be the single point-of-contact for the Project.

This prequalification procedure will identify qualified Respondents who have demonstrated the expertise, experience, financial strength and other attributes necessary to complete the Project. Firms that become qualified under this solicitation will be invited to submit a competitive bid to construct the Project based on a conventional set of bid documents.

In addition to its own funds the Authority will use cooperative funding from the Southwest Florida Water Management District (SWFWMD) and may have funding from federal sources. If federal funding occurs, Contractors working on this Project must comply with all requirements of SWFWMD and federal funding agreements.

1.3 Solicitation Documents

This Request for Qualifications ("RFQ") includes all attachments listed below. A copy of this RFQ may be obtained at no charge by visiting the Authority's website (www.regionalwater.org) or by contacting the Procurement Department at procurement@regionalwater.org, or (941) 316-1776. The Authority may also use DemandStar, a third-party provider, to distribute this solicitation. Interested persons may visit the DemandStar website (www.demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with the Authority. In this document, the terms "RFQ" and "solicitation" have the same meaning.

The Authority has no responsibility for the accuracy, completeness, or sufficiency of any information obtained from any source other than as listed above. Persons who obtain information from any source other than as listed above may receive incomplete or inaccurate information and may not receive addenda or other revisions that may be issued.

The following attachments are included in this solicitation:

Attachment 1 – Technical Figures and Reports

Attachment 2 – Signature and Addenda Acknowledgement Form

Attachment 3 – Key Personnel Form

Attachment 4 – Project Reference Form

Attachment 5 – Project Component Experience Form

Attachment 6 – Public Entity Crimes Statement

Attachment 7 – E-Verify Affidavit

Attachment 8 – Human Trafficking Affidavit

Attachment 9 – Affidavit of Solvency

Attachment 10 – Bond and Insurance Requirements

Attachment 11 – Agreement Not to Disclose Records

1.4 Questions and Communications

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at procurement@regionalwater.org using **"Question re: Reservoir No. 3 Contractor Prequalification"** as the subject line. Questions must be submitted on or before the deadline listed in the Procurement Schedule below. The Authority will not answer questions submitted in any other manner or after the deadline.

Respondents or individuals acting on their behalf may not contact anyone concerning any aspect of this solicitation, except in writing as provided above. Respondents must not communicate with any Authority Board member or employee of the Authority, or any employee of HDR Engineering, Archer-Western, or Brown and Caldwell concerning this solicitation. Violation of this provision may be grounds for rejecting a response.

1.5 Deadlines

Deadlines for submitting questions and for submitting a response are provided in the Procurement Schedule below. The Authority may not consider questions submitted after the deadline to submit questions. The Authority will not accept responses submitted after the response deadline.

1.6 Addenda

The Authority will post answers to questions and revisions to this solicitation as written addenda on the Authority's web site at www.regionalwater.org. The Authority may issue addenda on its own initiative or in response to questions to clarify, correct, supplement, or change the solicitation documents. Only answers set forth in an addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the solicitation unless set forth in an addendum that expressly modifies or supplements it. Respondents must review the Authority's website to ensure they are aware of the latest addenda, any changes to the schedule, or other developments.

1.7 Procurement and Project Schedule

Schedule for this solicitation

The following is the schedule for this solicitation. The Authority may modify the scheduled dates if it determines that it is in the best interest of the Authority and will provide changes by posting an addendum.

Solicitation Schedule	
Event	**Date**
Post solicitation on Authority website	April 9, 2025
Deadline to submit questions	April 22, 2025 at 5:00 PM
Responses Due	May 7, 2025 at 10:00 AM
Evaluation Committee Meeting	May 19, 2025 at 1:30 PM
Board Approval of Qualified Firms	June 4, 2025

Schedule for the Project

The Authority expects to generally follow the schedule below to complete the project. Respondents must demonstrate that they will be able to meet this anticipated schedule. The full schedule for the Invitation to Bid will be included in the solicitation issued by the Authority.

[schedule follows on next page]

Tentative Project Schedule	
Event	**Date**
Issue Invitation to Bid	June 2025
Informational Meeting (Non-Mandatory & Virtual)	June 18, 2025
Mandatory Site Visit	Mid-July TBD
Bids due	August 28, 2025
Board approval	October 1, 2025
Notice to Proceed	December 2025 or Contract Execution
Substantial Completion	December 2028
Final Completion	June 2029

1.8 Pre-Submittal Meeting

The Authority will not hold a Pre-Submittal Meeting.

Section 2 Submittal Process and Format

Respondents must provide a single electronic file of its response in searchable PDF format by email to procurement@regionalwater.org. All responses must be delivered on or before the deadline provided in this solicitation and must state **"Response to RFQ: Reservoir No. 3 Contractor Prequalification"** as the subject line of the email. The Authority will not accept responses delivered in any manner other than as prescribed in this solicitation, including links to download submittals. If the response is delivered after the established deadline or is not submitted in the designated manner, the Authority may reject it as non-responsive.

It is the Respondent's responsibility to confirm that the Authority received its submission.

Responses must include the contents provided in Section 4 of this solicitation. All pages must be 8½ x 11 inches in size, excluding organizational charts, with margins not less than 1-inch, standard black text (except for graphics and pictures), and minimum 11-point font size for text other than headers, titles, footers or other specially formatted text. The document must be formatted to allow double-sided printing by the Authority.

The response must be no more than 45 one-sided pages for all requested information as required in Section 4. The following information does not count towards the 45-page limit:

- Cover sheet, section dividers, and table of contents
- The required documents listed in section 4.1 A
- Information concerning legal matters described in section 4.1 B
- Information concerning financial matters described in section 4.1 C

- Resumes (no more than 2 pages each)
- Construction Quality Control Plan

As provided in section 119.071, Florida Statutes, responses are exempt from public records disclosure until the Authority provides notice of a decision or intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. The Authority will not pay for any expenses a respondent incurs in preparing a response to this solicitation.

Section 3 Insurance and Bond Requirements and Construction Contract

If a respondent has questions concerning this solicitation or desires to propose a change to any of the insurance and bond requirements included in **Attachment 10**, respondent must identify its request by submitting a question by email as instructed above in Section 1.4. The Authority will not consider proposed changes to anything in this solicitation unless they are submitted as a question according to the directions in Section 1 of this solicitation. By submitting a response, the respondent agrees to all the terms and conditions of this solicitation including those in Attachment 10.

No contract will be formed between a respondent and the Authority until a contract is executed by both parties. The Authority intends to use a contract that is modified based on documents prepared by the Engineers Joint Contract Documents Committee (EJCDC) (Forms C-520 and C-700 copyright 2018) as the agreement between the parties. The Authority will provide the full modified contract when it issues the invitation to bid for construction.

Section 4 Response Contents

All responses must include the information described in this section. It is the respondent's responsibility to present all relevant qualifications in its response to demonstrate that it has the personnel, experience, expertise, and qualifications to provide the services needed for the Project.

The response must include the following information in the order listed below:

Part 1 – Minimum Requirements and Responsiveness
Part 2 – Firm Profile and Responsibility
Part 3 – Project Organization and Project Team
Part 4 – Project References and Experience
Part 5 – Construction Quality Control and Safety
Part 6 – Schedule and Budget Management
Part 7 – Workload and Ability to Assimilate this Project

4.1 Part 1 – Minimum Requirements and Responsiveness

Any response that fails to meet the following minimum requirements may be considered "non-responsive."

A. Required Documents

The following documents do not count towards the 45-page limit and must be provided in Part 1 of the response unless otherwise indicated. The respondent must provide:

1. Properly executed forms and affidavits provided in **Attachments 2 – 9**.
2. Documentation showing the Respondent and its subcontractors are authorized to do business in the State of **Florida**.
3. Documentation to demonstrate the ability to obtain the required **payment and performance bonds**. This may take the form of a letter from the Respondent's surety and must cover the construction cost identified in this solicitation to be $300,000,000.
4. At least 3 references for which the respondent has provided services in the past for projects similar in scope to those in this solicitation using the Reference Form provided as **Attachment 4**. This form is only required for the respondent and is not required for Major Subcontractors. **Project Reference Forms** must be provided in Part 4 of the response**.**
5. Copies of required licenses or certifications specified for Key Personnel as defined in section 4.3. **Licenses** must be provided in Part 3 of the response.
6. Resumes showing the minimum experience required for each of its Key Personnel. **Resumes** must be provided in Part 3 of the response.

B. Minimum Qualifications

Respondents must provide the following information in Part 3 of its response.

1. The Key Personnel must provide in their resume verifiable references for projects of similar size and complexity.
2. Respondents must provide a statement that it is able to and will self-perform at least 40% of the contract value of the work.
3. Major Project Components. Respondents must identify the party responsible (either the Respondent itself of a Major Subcontractor) for each of the work components of the Project listed below and may add other components as it determines is necessary ("Project Components"). Respondents must demonstrate that either the Respondent itself or a Major Subcontractor, as defined in section 4.3, meets the minimum experience requirements listed below for their respective roles in the project using the Project Component Experience Form provided in **Attachment 5.** Respondent may submit up to 3 Major Subcontractors per Project Component; however, each Major Subcontractor must meet the minimum requirements. If multiple Major Subcontractors are submitted for a single Project Component, only those Major Subcontractors meeting the minimum requirements will be permitted to be included in the bidding phase.
    i. Earthen Embankment Construction. Respondent or Major Subcontractor has completed at least 3 construction projects with at least 2 million cubic yards of

placed material for embankment construction.

ii. Large Diameter Pipeline Construction. Respondent or Major Subcontractor has completed at least 3 construction projects that included steel pipeline of at least 48 inches in diameter.

iii. Soil Cement Construction. Respondent or Major Subcontractor has completed at least 3 construction projects of at least 25,000 cubic yards each for soil cement or roller compacted concrete construction, including at least one with formed vertical steps.

iv. Soil-Bentonite Cut-off Wall Construction. Respondent or Major Subcontractor has completed at least 3 construction projects with at least 300,000 square feet each and minimum 80 foot of depth for soil-cement-bentonite cut-off wall construction using mixed in place cut-off wall technology.

v. Mass Concrete Construction. Respondent or Major Subcontractor has completed Minimum placement of 500 cy of mass concrete.

vi. Dewatering. Dewatering and Care and Management of water in Florida where groundwater is near or at ground surface and daily precipitation events are expected.

vii. Wetland Mitigation. Respondent or Major Subcontractor has completed at least 3 wetland mitigation construction projects with at least 75 acres, including herbaceous, shrub, and forested systems.

4.2 Part 2 – Firm Profile and Responsibility

A. Cover Letter including the following general information

- **Firm Profile**. Provide general information about the Respondent, such as lines of business and service offerings, number of employees (professional and non-professional), and a brief history of the firm including the number of years in business. Detailed information concerning Key Personnel and Major Subcontractors should be provided in Parts 3 and 4 of the response.
- **Legal structure**. Identify whether the respondent is organized as a corporation, limited-liability company (LLC), general partnership, joint venture, limited partnership, or other form of legal entity and provide proof of registration and authority to do business in Florida. 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.
- **Project office location**. Identify the locations of home and other offices, and where the Respondent intends to maintain its primary office for this Project.

B. Other clients and conflicts of interest. Respondent must disclose whether it

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. The respondent must identify any potential conflicts of interest that the respondent entity or any member of the respondent's Project Team may have either with the Authority or any member government of the Authority.

C. Legal Matters

The respondent must provide the following information pertaining to factors or events listed below that have the potential to adversely impact the respondent's ability to perform its contractual commitments. The respondent must identify any issue in this list involving the respondent or any member of its Project Team performing alone or on a team with others within the past 10 years.

For each instance, the respondent must: (1) describe in detail the unfavorable factor or event and the current status of it or how it was resolved; (2) provide copies of key documents related to the factor or event and any other information requested by the Authority; and (3) provide sufficient information to demonstrate that the unfavorable factor or event will not adversely impact the respondent's ability to perform its contractual commitments. The respondent must notify the Authority of any changes should they occur after submission of the response.

- **Pending or past legal filings, proceedings, and judgments concerning performance on construction projects**. List the name of the projects and owners involved and the nature of the claim. Identify the case name, case number, and court and briefly describe the matter. If no such proceedings or judgments are listed, provide a sworn statement from the firm's legal counsel that none exist.
- **Pending or past legal filings, proceedings, and judgments involving Authority related local governments.** Identify any current or pending litigation involving the Authority, its member governments, or related parties including Charlotte County, DeSoto County, Manatee County, Sarasota County, and the City of North Port. Identify the case name, case number, and court and briefly describe the matter. If no such proceedings or judgments are listed, provide a sworn statement from the firm's legal counsel that none exist.
- **Contingent liabilities**. Identify and describe any contingent liability that could adversely affect the financial position or ability to perform contractual commitments to Authority.
- **Completion of contracts**. Identify and describe any instance where the respondent failed to complete any contract, where the respondent terminated a contract, or where the owner terminated a contract with the respondent due to alleged poor performance, failure to comply with any part of the contract, or default.
- **Violation of laws**. Identify and describe any instance where the respondent was found in violation of any federal, state, or local statute, regulation, or court order concerning public contracting, antitrust, employment discrimination or prevailing

wages or where respondent was convicted of any criminal conduct.

- **Suspension or debarment from bidding**. Identify and describe any instance where the respondent was suspended or debarred, or was under consideration for suspension or debarment, from bidding on public contracts by any federal, state, regional, or local government.

D. Financial Matters

Respondents must provide the following information pertaining to financial matters:

1. **Affidavit of Solvency**. Respondent must complete and provide the affidavit provided in **Attachment 9.**
2. **Financial strength**. Respondent must demonstrate its financial strength and stability to successfully execute this project.
3. **Audited financial statements**. Respondents must submit audited financial statements for the past three years. If the respondent is a JV, the managing partner must be identified. All parties to the JV must submit audited financial statements for the past three years.
4. **Balance sheet strength**. The respondent must 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
5. **Performance and Payment Bond**. The respondent must provide evidence of its ability to maintain a Performance and Payment Bond in the amount of at least $300 million as required under section 255.05(1) Florida Statutes.
6. **Material adverse changes in financial position**. Identify and describe 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. The respondent must disclose such changes applicable to the respondent and each partner or member if a joint venture.
7. **Public Records**. If a Respondent seeks exemption from public disclosure of certain financial information under section 119.071(1)(c), Florida Statutes, the respondent must provide that information separately in its response and mark it as "FINANCIAL INFORMATION – EXEMPT FROM PUBLIC DISCLOSURE."

4.3 Part 3 – Project Organization and Project Team

A. Definitions

The **"Project Team"** consists of the Respondent, the Key Personnel, and the Major Subcontractors as defined below.

"Key Personnel" are those people with significant authority and responsibility who are essential to the successful completion of the Project that the respondent identifies on the Key Personnel form provided in **Attachment 3.** Key Personnel must include at least the positions listed below. Respondents may add others including their job descriptions and roles to the list of Key Personnel as it determines is necessary.

1. Project Manager
2. Deputy Project Manager
3. Construction Superintendents (Respondent to determine how many and identify how their duties are structured)
4. Scheduler
5. Estimator
6. Quality Assurance /Quality Control Officer
7. Safety Manager

"Major Subcontractors" are those firms and their employees performing all or substantial portions of the key elements of the Project that the respondent identifies on the form provided as **Attachment 5.** Major Subcontractors may include firms responsible for the Project Components listed in the minimum qualifications section 4.1 if Respondent is not self-performing those elements. Respondents may add Major Subcontractors for other elements of the Project as it determines is necessary.

B. Organization Chart

Respondents must provide an organization chart specifically for this Project identifying proposed key Project Team members by name, title, project role, and current employer. All Project Team members identified in the response must remain on the Project Team for the duration of the procurement process and execution of the Project subject to the terms provided in section 6.3.

C. Resumes

Respondents must provide resumes of all Project Team members listed in the organization chart. Each resume must include at least the information listed below.

- Pertinent experience, including title and duties on similar projects
- Applicable licenses such as Florida professional engineering registration, contractor's license, academic credentials, and other pertinent qualifications
- Memberships and certifications by professional societies or other organizations
- Current employer
- Office location

For the Project Manager, Deputy Project Manager, and the Construction Superintendents also include client reference names with their contact email and phone number for at least three similar projects.

Electronic Document and Data Management System

Respondents must demonstrate or provide an example of how documents and data would be organized, stored, and retrieved for this Project or a project of similar complexity.

Permitting and Regulatory Requirements

Respondents must demonstrate the ability to meet permitting and regulatory requirements in Florida or elsewhere including regulations concerning National Pollutant Discharge Elimination System (NPDES), water use, air quality, and storm water. The Authority may obtain a water use permit for the construction site, which will include regulation of dewatering and other construction operations. The successful contractor will be responsible for compliance with the water use permit and other project-related permits.

4.4 Part 4 – Project References and Experience

The Respondent must submit reference projects that include major project components with similar soil types, geology, construction materials, construction methods, weather challenges, near surface groundwater conditions, embankment seepage mitigation and control features. The Authority will provide draft informational design plans for this Project to each respondent. These documents represent 100% design plans but are not bid-ready construction documents. To obtain these plans, the respondent must execute the Agreement Not to Disclose Documents contained in **Attachment 11** and return it to procurement@regionalwater.org.

Project References

In this Part 4, respondents must provide:

- Narrative summarizing the performance history and experience of the Project Team on projects and Project Components that are similar in size and complexity to this Project.
- Project Reference Forms contained in **Attachment 4** to provide project information and reference contacts relating to all Respondents' earthen embankment projects.
- Project Component Experience Forms contained in **Attachment 5** to provide project information and reference contacts for each Project Component.

Project Component Experience

Respondents must identify the party responsible (either the respondent itself of a Major Subcontractor) for each of the major work components of the Project listed below and may add other components as it determines is necessary ("Project Components").

1. Embankment Construction
2. Large Diameter Pipeline Construction
3. Soil Cement Construction

4. Soil-Bentonite Cut-off Wall Construction
5. Mass Concrete Construction
6. Dewatering & Care and Management of Water
7. Wetlands Mitigation Construction

For each Project Component, the respondent must provide the Project Component Experience Form provided in **Attachment 5** indicating whether the respondent itself or a Major Subcontractor will perform the work and describing reference project experience. Minimum experience requirements are provided in section 4.1 B.

4.5 Part 5 – Construction Quality Control and Safety

Respondents must submit an example of a standard Construction Quality Control Plan for a project similar in size and complexity to this Project. Respondents must provide safety experience rates (OSHA Form 300) and Experience Modification Rates (EMR) for the last three years.

4.6 Part 6 – Schedule Control and Budget Management

Respondents must demonstrate their experience and proficiency in schedule control and management using a resource loaded, computerized cost and schedule system based at the work location. Scheduling software to be employed must be Primavera Project Planner (P6) or a similar professional construction scheduling software application.

4.7 Part 7 – Workload and Ability to Perform Project

The Respondent must describe the availability of resources of its Project Team to perform the work during the anticipated period of construction and facility commissioning. Identify the extent and nature of any additional outside support that will be used. Discuss the current and projected workload for the Prime Contractor and Major Subcontractors.

Section 5 Evaluation and Selection Process

5.1 Responsiveness and Responsibility Review

The terms "responsive" and "responsible" are terms that have specific legal meanings and are described below.

Responsiveness

Contents and Timeliness. The Authority will review each response to determine whether it complies with the requirements provided in this solicitation, including all information described

in the Response Contents Section 4 above, is timely submitted, and has the required signatures on each document. Responses that are non-responsive will not be evaluated.

Minimum Requirements. The Authority may determine that a response is non-responsive if it fails to demonstrate that respondent meets all the minimum requirements.

Responsibility

A firm may be deemed non-responsive or non-responsible if any information about the firm indicates the firm would not be capable of providing the services requested. The Authority may find this information contained in the response (particularly in the Firm Profile section) or elsewhere following its own investigation.

5.2 Qualifications Process

Review of written responses. Each member of the evaluation committee will individually review the responses according to the criteria contained in this solicitation. The committee's task is to determine which respondents are qualified to submit bids for the Project and not to rank the respondents. No formal presentations or interviews are included as a part of this prequalification process.

Evaluation Committee Meeting. The committee will hold a public meeting to discuss their evaluation. The committee will consider each firm according to the evaluation criteria to determine whether the firm is qualified to submit a construction bid under the next step of this procurement process. The Authority will post on its website the list of qualified firms based on the committee evaluation and will present the list to the Authority's Board of Directors for consideration and approval at its next meeting.

5.3 Evaluation Criteria

The following criteria generally aligns with the contents in Section 4 although there may be some overlap. The committee members may consider any available information in developing their recommendation. Respondents must meet the minimum requirements for each criteria listed below.

Criteria	Criteria Met (Yes/No)
Section 4 Part 1 – Minimum Requirements and Responsiveness	
Section 4 Part 2 – Firm Profile and Responsibility	
Section 4 Part 3 – Project Organization and Project Team	
Section 4 Part 4 – Project References and Experience	
Section 4 Part 5 – Construction Quality Control and Safety	
Section 4 Part 6 – Schedule and Budget Management	
Section 4 Part 7 – Workload and Ability to Assimilate this Project	

Section 6 Conditions for Respondents

6.1 Special Conditions

By submitting a response, respondents acknowledge and agree to the following conditions:

- The Authority will make no determination as to the adequacy of any work approach, construction sequence, material of construction, engineered system, procedure, or representation made by any Respondent; and, as such, pre-qualification does not infer approval of any such work approach, construction sequence, material of construction, engineered system, procedures, or representations.
- The Authority will define its construction requirements in the subsequent Invitation to Bid to the pre-qualified firms.
- Major subcontractors and vendors may be part or more than respondent Project Team.

6.2 Rights of the Authority

In connection with this procurement process, including the receipt and evaluation of responses and award of a contract, the Authority reserves to itself, in its sole discretion, all rights available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel, withdraw, postpone, or extend this solicitation, in whole or in part, at any time prior to the execution of the contract, without incurring any obligations or liabilities.
- Modify the procurement schedule.
- Waive deficiencies, informalities, and irregularities in a response and accept and review a nonconforming response.
- Suspend and terminate the procurement process or terminate evaluations of responses

received.

- Permit corrections to data submitted with any response.
- Conduct discussions and correspond with respondents to seek an improved understanding of any information contained in a response.
- Seek or obtain, from any source, data that has the potential to improve the understanding and evaluation of the responses.
- Seek clarification from any Respondent to fully understand information provided in the response and to help evaluate and rank the Respondents.
- Reject a response containing exceptions, additions, qualifications, or conditions not called for in the solicitation or otherwise not acceptable to the Authority.
- Conduct an independent investigation of any information, including prior experience, included in a response by contacting references, accessing public information, contacting independent parties, or any other means.
- Request additional information from a Respondent during the evaluation of its response.

6.3 Obligation to Keep Project Team Intact

The Authority expects all Project Team members to consistently be available to provide services for this Project. All Project Team members identified in the response must remain on the Project Team for the duration of the procurement process and execution of the Project. After responses are submitted, Respondents may not substitute any of the people or firms identified on the Project Team, except in unavoidable circumstances. If extraordinary circumstances require a change, the respondent must identify a requested replacement and submit the replacement's resume to the Authority who, in its sole discretion, may reconsider the response submitted and will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment) may occur that are beyond the firm's control. Unauthorized changes to the Project Team at any time during the procurement process may result in elimination of the respondent from further consideration. The construction contract will also contain requirements to keep the Project Team intact.

6.4 Notice of Decision and Protest Process

The Authority will post a notice of its intended decision and the board's final decision on the Authority's website at www.regionalwater.org. By submitting a response to this solicitation, respondents agree to the requirements and process for filing a protest set forth in the Authority's Procurement Policy which may be found on the Authority's website.

The Procurement Policy provides that Section 120.57(3), Florida Statutes, and Section 287.042(2)(c), Florida Statutes, are applicable to all protests to 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 requirement by law within the time allowed for filing a bond will constitute a waiver of proceedings.

6.5 Florida Statutory Requirements

A. 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.

B. 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. In accordance with section 3.2.5 of the Authority's Procurement Policy, respondent shall provide an executed Public Entity Crimes Statement as part of its response to this solicitation.

C. 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. Consistent with section 3.2.8 of the Authority's Procurement Policy, respondent shall provide an executed E-Verify Affidavit as part of its response to this solicitation.

D. Affidavit concerning Human Trafficking. By submitting a response to this solicitation, Respondent certifies that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Respondent will provide an affidavit attesting to its compliance as part of its response to this solicitation.

E. 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.

F. 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 AT PEACERIVER@REGIONALWATER.ORG; OR BY MAIL AT 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202; OR BY TELEPHONE AT (941) 316-1776.**

Attachment 1 - Technical Figures and Reports

Figure 1 General Location Map

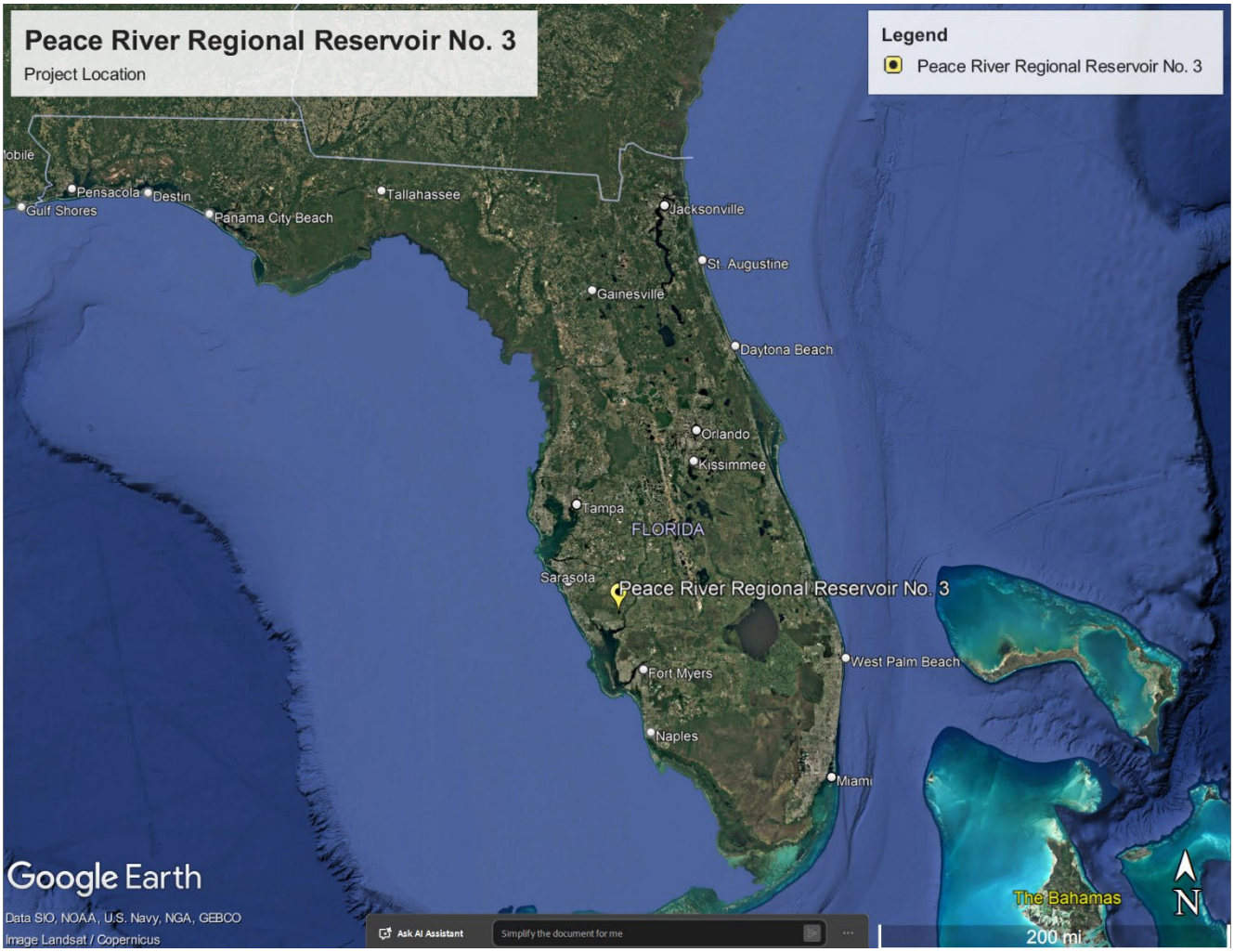
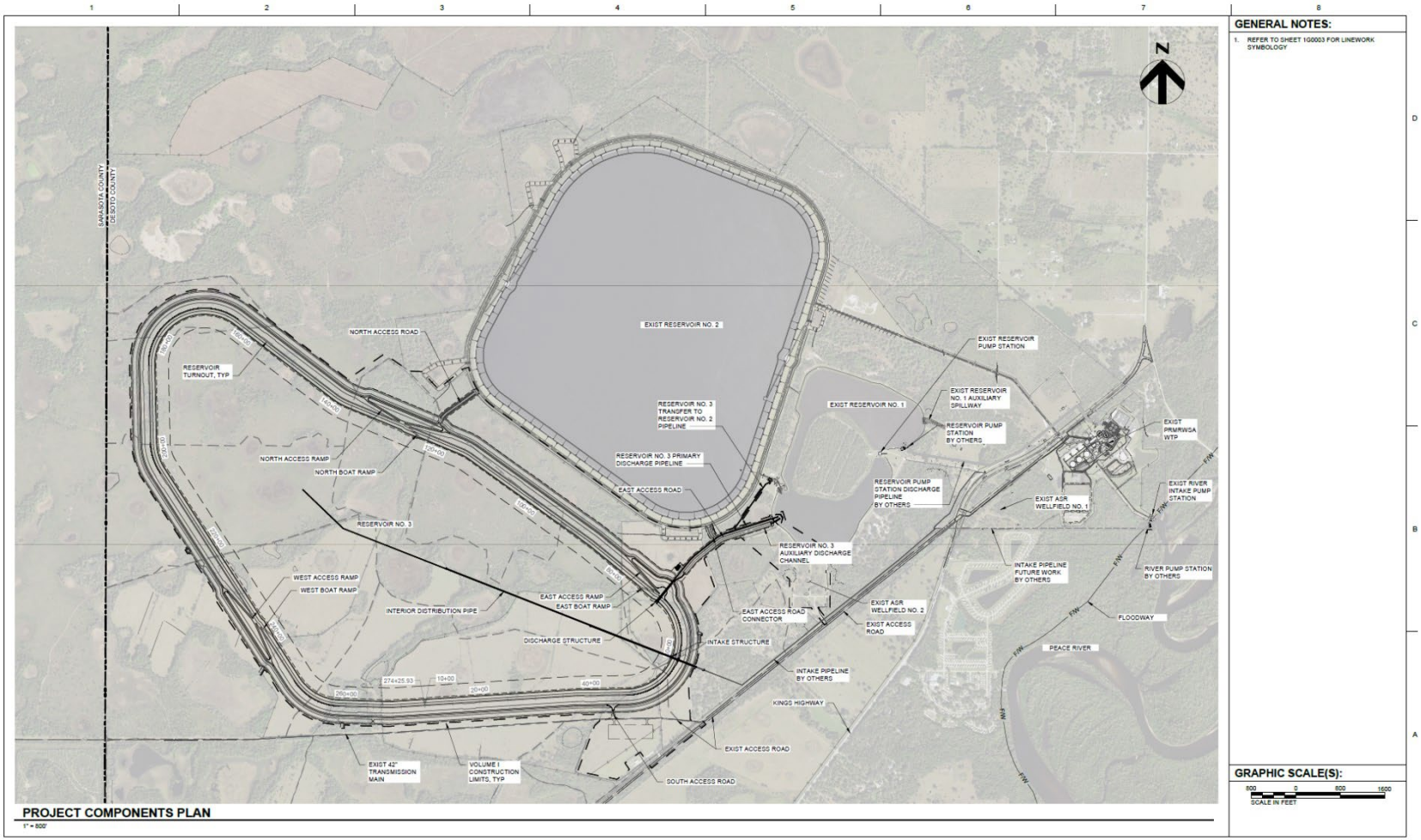


Figure 2 Existing Reservoir #1 & #2 and Planned Reservoir #3



Hazen

HDR

HDR Engineering, Inc.
4830 W. Kennedy Blvd, Suite 400
Tampa, FL 33609-2548
813.282.2300

ISSUE	DATE	DESCRIPTION
A	12/2024	100% ISSUED FOR REVIEW

PROJECT MANAGER	RICHARD J. LEBLANC, P.E.
DESIGNED BY	A. JUDD
DRAWN BY	D. DIXON
CHECKED BY	M. REDINGTON, P.E.
PROJECT NUMBER	10383774

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

Peace River Manasota Regional Water Supply Authority

WORK ORDER NO. 03
PEACE RIVER REGIONAL
RESERVOIR NO. 3 PROJECT
DESOTO COUNTY, FLORIDA

VOLUME I - RESERVOIR NO. 3

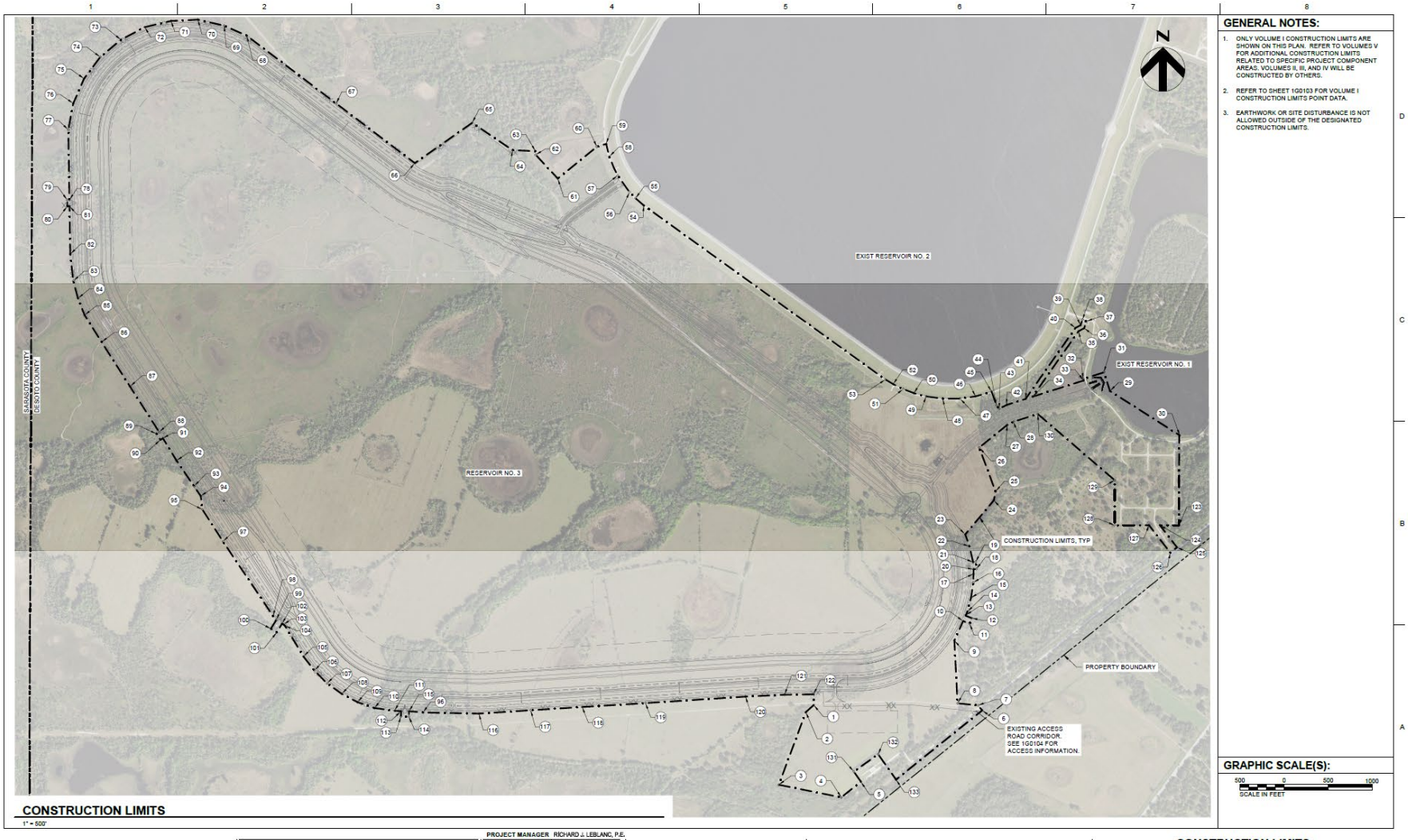
PROJECT COMPONENTS PLAN

0 1" 2"

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SCALE 1" = 800'

SHEET
1G0101

Figure 3 Plan View of Reservoir No. 3



Hazen

HDR

HDR Engineering, Inc.
4830 W. Kennedy Blvd, Suite 400
Tampa, FL 33609-2546
813.282.2300

ISSUE	DATE	DESCRIPTION
A	12/2024	100% ISSUED FOR REVIEW

PROJECT MANAGER	RICHARD J. LEBLANC, P.E.
DESIGNED BY	A. JUDD
DRAWN BY	D. DIXON
CHECKED BY	M. REDINGTON, P.E.
PROJECT NUMBER	10383774

PRELIMINARY
NOT FOR
CONSTRUCTION
OR
RECORDING

Peace River Manasota Regional Water Supply Authority

WORK ORDER NO. 03
PEACE RIVER REGIONAL
RESERVOIR NO. 3 PROJECT
DESOTO COUNTY, FLORIDA

VOLUME I - RESERVOIR NO. 3

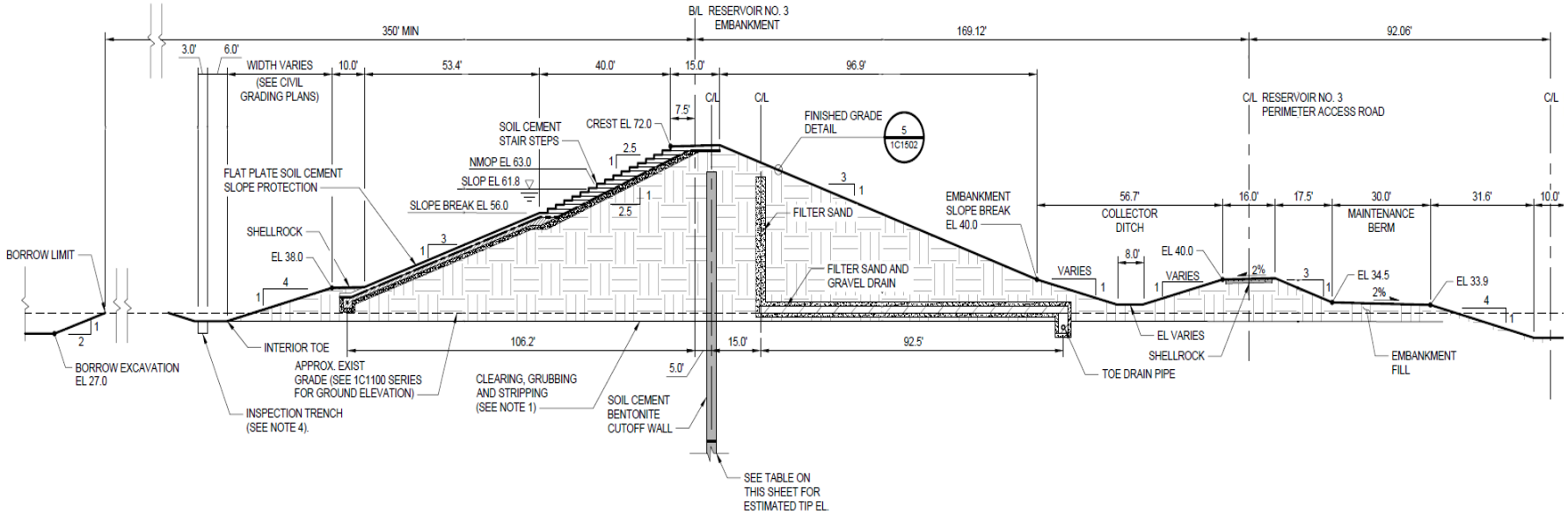
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SHEET
1G0102

Figure 4 Typical Section View of the Reservoir No. 3 Embankment



TYPICAL SECTION - RESERVOIR NO. 3 EMBANKMENT (STA 10+00 TO STA 274+25.93)

1" = 20'

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING

SHEET
1C1301

Attachment 2 – Signature and Addenda Acknowledgement

Business Name and Responsible Individuals

The following named respondent agrees to all terms and conditions in this solicitation and the contract for professional services included in it. The person whose signature appears below is authorized to bind the respondent.

Business Name _____	
_____ legal form of the business (e.g., partnership, corporation, joint venture)	_____ state of incorporation
_____ Name and title of individual authorized to bind respondent	_____ Name and title of individual to contact concerning this response
_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip
_____ Telephone	_____ Telephone
_____ Email	_____ Email

Addendum Acknowledgement

Respondent has received and this response incorporates the following addenda:

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

_____

Authorized Signature Date

_____

print or type name and title as signed above

Attachment 3 – Key Personnel Form

Proposed Key Personnel for Reservoir No. 3

Respondent Name: _____

Please provide the information listed below for the Key Personnel proposed for this Project. For Construction Superintendent(s), the respondent must determine how many and identify how their duties are structured, e.g. schedule, or specific areas of responsibility. The respondent must also identify any other Key Personnel the respondent determines are necessary.

	Name	**Minimum Project Responsibility**
1.		Project Manager
2.		Deputy Project Manager
3.		Project Scheduler
4.		Estimator
5.		Quality Control/Quality Assurance Project Officer
6.		Safety Manager
7.		Construction Superintendent
8.		
9.		
10.		
11.		
12.		

Attachment 4 – Project Reference Form

Respondent must complete this form for each reference project:

Respondent Name: _____

Reference Entity: _____

Reference Contact Person: _____

Reference Address: _____

Reference Email Address:_____

Reference Phone Number: _____

Project Name: _____

Project Location: _____

Firm's Project Manager: _____

Contract Amount for Professional Services: _____

Budgeted Project Construction Cost: _____

Actual Construction Cost: _____

Date Project Commenced: _____

Projected Project Completion Date: _____

Actual Project Completion Date: _____

Description of Work Performed: _____

_____

_____

_____

_____

_____

Attachment 5 – Project Component Experience Form

Experience for Each Project Component and Major Subcontractor
Project Component: _____

Respondent or Subcontractor name and address:
_____
_____
_____

Contact Name: _____
Telephone: _____
Email: _____

Reference Project	Client/Owner	Role*	Value of Work Performed	Approximate Dates of Performance	Project Owner Contact Name and Phone No.	Was the work completed on schedule? If not, explain why**

** List either prime or sub and if a sub, identify the focus, e.g. subcontractor – dewatering*

*** Add sheets when necessary to explain why*

Attachment 6 – Public Entity Crimes Statement

SWORN STATEMENT PURSUANT TO SECTION 287.133, 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 the 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 Paragraph 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 of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 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 Paragraph 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 Paragraph 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 for the provision of goods or services 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)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ by _____ of _____

_____organized under the laws of the State of Florida, on behalf

of the company, who is personally known to me or has produced _____

as identification.

_____
NOTARY PUBLIC-STATE OF FLORIDA

Name typed, printed, or stamped: _____

My commission expires: _____

Attachment 7 – E-Verify Affidavit

E-Verify Affidavit

Contractor states as follows:

1. As required by Section 448.095, Florida Statutes, Contractor has registered with and uses the U.S. Department of Homeland Security's E-Verify system, (www.e-verify.gov) to verify the work authorization status of all new employees.

2. Contractor will require all subcontractors and subconsultants performing work under this contract to a) use the E-Verify system for any new employees and b) provide Contractor with an affidavit stating that the subcontractor or subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Contractor will maintain a copy of such affidavit for the duration of the contract.

3. Contractor is and will remain in full compliance with Section 448.095, Florida Statutes for the duration of its contract with the Authority.

4. A true and correct copy of Contractor's 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 Contractor 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 8 – Human Trafficking Affidavit

Affidavit Required by Section 787.06, Florida Statues Concerning Human Trafficking

The Affiant named below personally appeared before the undersigned authority and after being duly sworn, deposes and states:

1. My name is _____. I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative of _____ "Contractor") and I am authorized to provide this affidavit on behalf of Contractor.

3. Contractor provides this affidavit as required by section 784.06, Florida Statutes and attests as follows under penalty of perjury: Contractor does not use coercion for labor or services as defined section 787.06, Florida Statutes.

Affiant

_____
Signature Date

_____
Print Name and Title

_____
Name of Firm (if applicable)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ (year), by _____ (name of person) as _____ (type of authority,. . . e.g. officer, trustee, attorney in fact) for _____ (name of party on behalf of whom instrument was executed).

_____ Personally Known OR _____ Produced Identification
Type of Identification Produced: _____

_____
Notary Public

_____
Name typed, printed or stamped
My Commission Expires: _____

Attachment 9 – Affidavit of Solvency

AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF _____ (Respondent), 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:

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

1. 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.
2. 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.
3. 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 10 – Insurance and Bond Requirements

(7 Pages)

The following conditions will be added to the EJCDC® C-700, Standard General Conditions of the Construction Contract (2018).

Article 6 is deleted and replaced with the following:

ARTICLE 6—BONDS AND INSURANCE

SC-6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until at least two (2) years after Final Acceptance and at all times thereafter when Contractor may be correcting, removing, or replacing defective construction, except as provided otherwise by Laws or Regulations. Contractor shall provide to the Authority a certified copy of the recorded bond in a form that is consistent with the requirements of section 255.05, Florida Statutes. 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 insurace 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.

B. All bonds must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

G. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

SC-6.02 *Insurance—General Provisions*

A. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

B. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

C. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

D. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance.

E. Contractor shall require:
   1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified herein as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
   2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

F. If Contractor does not purchase or maintain the insurance required of such party by the Contract, Contractor shall notify Owner in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-

off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if Contractor has failed to obtain required insurance, the Owner may elect (but is in no way obligated) to obtain equivalent insurance to protect Owner's interests at the expense of Contractor who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

J. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

K. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days prior written notice has been given to the Owner and each other additional insured to whom a certificate insurance has been issued.

SC-6.03 *Contractor's Insurance*

A. Contractor shall obtain and maintain the following insurance and shall deliver to the Owner certificates of insurance or other evidence acceptable to the Owner when Contractor executes the Contract.

1. Workers Compensation. Coverage must cover all employees and Contractor-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. Contractor 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.

3. Contractor's General Liability Coverage shall include completed operations and product liability coverages and must include property under the care, custody, and control of Contractor:
   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.

5. Contractor's Property Insurance. Contractor 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. 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;
      ii. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
      iii. 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;
      iv. allow for partial utilization of the Work by Owner;
      v. include testing and startup; and
      vi. be maintained in effect until Final Completion unless otherwise agreed to in writing by Owner and Contractor with thirty (30) calendar days written notice to each other additional insured to whom a certificate of insurance has been issued.
   b. Contractor shall be responsible for any deductible or self-insured retention.

6. Excess or Umbrella Liability This insurance shall protect Contractor, Contractor-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 Contractor'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 Contractor'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 Contractor.

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

E. *Contractor's Insurance – General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
   1. include at least the specific coverages required;
   2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
   3. remain in effect at least until the Work is complete and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
   4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
   5. include all necessary endorsements to support the stated requirements.

F. Contractor 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 Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor or any other Contractor-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 Contractor's employees;
   4. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor'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 Contractor, 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.

G. The policies of insurance required in this document shall:
   1. With respect to all insurance required herein, except workers compensation insurance, be written on an occurrence basis and include as additional insureds, on a primary and noncontributory 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 document or required by Laws or Regulations, whichever is greater;
   3. Include contractual liability insurance covering Contractor'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 Contractor will so provide); and

5. Include completed operations coverage:
    a. Such insurance shall remain in effect for five (5) years after Final Acceptance.
    b. Contractor 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.

H. Within 14 days after the Effective Date of the Contract Contractor shall provide to Owner the required Insurance Declaration Page of Policy for the insurance requirements of this document.

I. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, required by this Contract must:
    1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified herein as additional insureds;
    2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
    3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
    4. not seek contribution from insurance maintained by the additional insured; and
    5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

SC-6.04 *Other Property Insurance*

A. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

SC-6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

    1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

C. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified herein as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

SC-6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

Attachment 11 – 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 pre-qualify contractors to construct Reservoir No. 3.

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 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").

C. The Authority will provide draft informational design plans to each respondent to the solicitation to pre-qualify contractors to construct Reservoir No. 3. These documents represent 100% design plans but are not bid-ready construction documents.

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 Project Team.

3. The firm will ensure the security of the Records including obtaining contractual commitments from any subcontractors and members of its Project Team to do so. The firm will provide an email address below for the engineer to provide a secure link for downloading the plans.

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

_____
Richard Anderson, Executive Director

_____
Date

Firm

_____
Name of Firm

_____
Signature

_____
Print name and title

_____
Secure email address

_____
Date

Request for Qualifications to Pre-Qualify Contractors for Reservoir No. 3

Addendum 1

April 28, 2025

Responses to Questions:

1. **Question**: RFQ Section 2 lists several requirements that do not count towards the 45-page limit. Please confirm "….legal matters described in section 4.1 B" should actually be in reference to 4.2 C, and "…financial matters described in section 4.1 C" should actually be in reference to 4.2 D.

   Response: Correct, the items listed in Section 2 are not part of the 45 page limit and are requirements found within other sections of the RFQ.

2. **Question**: What is the specific technical/engineering reason the long reach excavator method of construction is excluded per section 1.2 of the RFQ document? The depth of the cutoff wall is within the reach of a long reach excavator and using a self-hardening slurry would achieve similar performance results for hydraulic conductivity and unconfined compressive strength and would be competitive to other in-situ methods in both price and schedule

   Response: The cutoff wall is intended to be constructed in a single phase, or pass, continuously through the embankment and foundation for depths greater than 90 feet. With the mix-in-place method of cutoff wall installation, there is a risk of internal drain contamination from leaching soil bentonite slurry is reduced.

3. **Question**: Section 4.2 D Financial Matters: Would it be acceptable to submit the required financial information required to respond to D Financial Matters as a separate, confidential PDF file, in order to maintain the confidentiality of this sensitive information?

   Response: Yes, Respondents may submit the required financial data in a separate PDF file. Please ensure the pdf file is not password protected.

4. **Question** Section 4.4 Project References: Could you please confirm whether we are permitted to provide all information requested in Attachment 4 using our own template, or if the Attachment 4 form must be used as provided without modification?

   Response: Respondents may modify Attachment 4 or use their own template, however all the information required on Attachment 4 should be included and additional information should be excluded.

5. **Question:** Section 4.4 Project Component Experience: Can you please confirm whether the respondent is allowed to submit minimum experience for itself plus up to two Major Subcontractors (3 total), or itself plus up to three Major Subcontractors (4 total) for each of

the Major Project Components in the cases where the Respondent may either self-perform or subcontract the Component?
Response: The Project References should include the performance history and experience of the Project Team, which would include all Major Subcontractors.

6. **Question:** Section 4.5 Part 5- Construction Quality Control and Safety: Please clarify if the respondent should submit OSHA Form 300s for the last 3 calendar years (2022, 2023 & 2024) or 2023, 2024 and 2025 (year to date)?

   Response: Please submit the OSHA rates for the last 3 calendar years 2022-2024. Respondents may also include their 2025 YTD rates.

7. **Question:** With multiple large RFP's due to the USACE in South Florida over the next two weeks that have been previously advertised, we are requesting an additional 2 weeks to allow sufficient time and resources to put the prequalification package together. We appreciate your consideration.

   Response: Due to our project schedule, the Authority is not entertaining any deviations from the current procurement schedule.

8. **Question:** Clarification on Minimum Qualifications- 4.1.B.3.iEarthen Embankment- Please confirm that the 2 million cubic yards is a total, and not per each project. If per each, we request this volume be reduced to 500K CY per project.

   Response: Respondents or Major Subcontractor should submit at least 3 construction projects with at least 2 million cubic yards of placed material for embankment construction for each project.

9. **Question:** As a privately held company, we consider our financials confidential. Would the Authority consider executing an NDA regarding our financial statements to allow their inclusion in the Statement of Qualification? If not, can we submit password protected financial statements and provide the password upon request to the individual reviewing?

   Response: Respondents may submit the required financial data in a separate PDF file. The Authority will not consider executing an NDA and please ensure the pdf file is not password protected.

10. **Question**: Section 4.1 - Part 1 Minimum Requirements, Item B.3 - Major Project Components limits the submittal of Major Subcontractors as part of the Respondent's SOQ to 3 per project component. Considering the interest, would the Authority consider increasing this to 5 for the Soil-Bentonite Cut-off Wall Construction?

    Response: Yes, 5 Major Subcontractors for the Soil-Bentonite Cut-off Wall Construction is acceptable.

11. **Question:** Would the Authority accept projects from the Respondent for a Major Project Component that is at or near substantial completion?

    Response: Yes.

12. **Question:** Would the Authority allow the Respondent to submit Attachment 4 for each project in its own format but still addressing all of the required components?

    Response: Respondents may modify Attachment 4 or use their own template, however all the information required on Attachment 4 should be included and additional information should be excluded.

13. **Question:** Section 4.1 - Part 1 Minimum Requirements, Item B.4 - Major Project Components states that the Respondent should submit at least 3 references for which the respondent has provided services in the past for projects similar in scope to those in this solicitation using the Reference Form provided as Attachment 4. Section 4.4 - Part 4 states "Project Reference Forms contained in Attachment 4 to provide project information and reference contacts relating to all Respondents' earthen embankment projects." Please confirm that Attachment 4 is only required for the three earthen embankment construction projects.

    Response: Correct, Attachment 4 should be used for 3 earthen embankment projects and Attachment 5 should be used for each of the 7 Project Components in Section 4.4.

Request for Qualifications to Pre-Qualify Contractors for Reservoir No. 3

Addendum 2: Solicitation Schedule Update

May 14, 2025

The Evaluation Committee Meeting scheduled for May 19, 20205 at 1:30 PM is hereby postponed and will be rescheduled at a later date. The Board approval of qualified firms is hereby updated to August 6, 2025.

The following is the revised Section 1.7 Procurement and Project Schedule – Solicitation Schedule.

Solicitation Schedule	
Event	**Date**
Post solicitation on Authority website	April 9, 2025
Deadline to submit questions	April 22, 2025 at 5:00 PM
Responses Due	May 7, 2025 at 10:00 AM
Evaluation Committee Meeting	TBD
Board Approval of Qualified Firms	August 6, 2025

Request for Qualifications to Pre-Qualify Contractors for Reservoir No. 3

Addendum 3: Solicitation Schedule Update

June 5, 2025

The Evaluation Committee Meeting has been scheduled for Monday, June 23, 2025, at 2:00 PM EST at the Authority's office located at 9415 Town Center Parkway, Lakewood Ranch, FL 34202.

The following is the revised Section 1.7 Procurement and Project Schedule – Solicitation Schedule.

Solicitation Schedule	
Event	**Date**
Post solicitation on Authority website	April 9, 2025
Deadline to submit questions	April 22, 2025 at 5:00 PM
Responses Due	May 7, 2025 at 10:00 AM
Evaluation Committee Meeting	June 23, 2025 at 2:00 PM EST
Board Consideration of Qualified Firms	August 6, 2025

Peace River Manasota
Regional Water Supply Authority

EVALUATION COMMITTEE MEETING

Request for Qualifications to Pre-Qualify Contractors for Reservoir No 3

June 23, 2025 @ 2:00 PM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

AGENDA

EVALUATION COMMITTEE MEMBERS
Mike Knowles, Engineering/Projects Director, PRMRWSA (Chair)
Katie Gilmore, Operations Director, PRMRWSA
Scott Cunningham, Construction Manager, PRMRWSA

CALL TO ORDER

REVIEW RFQ REQUIREMENTS AND SCOPE

DISCUSSION OF RFQ SUBMITTALS

RECOMMENDATION OF QUALIFIED FIRMS

ADJOURN

Peace River Manasota
Regional Water Supply Authority

EVALUATION COMMITTEE MEETING

Request for Qualifications to Pre-Qualify Contractors for Reservoir No 3

June 23, 2025 @ 2:00 PM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

SIGN IN SHEET

Name	Company Name
Mike Condron	Brown and Caldwell
Cody Jensen	Kiewit
Zachary Hudson	PRMRWSA
Ann Lee	Prmrwsa

NOTICE OF MEETING

The **Peace River Manasota Regional Water Supply Authority** announces the following meeting to which the public is invited.

DATE AND TIME: Monday, June 23, 2025 @ 2:00 p.m. EST

PLACE: Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, FL

PURPOSE: The Evaluation Committee will meet to discuss their evaluation of the submittals for the Request for Qualifications to Pre-Qualify Contractors for Reservoir No 3. The committee will consider each firm according to the evaluation criteria in the solicitation to determine whether the firm is qualified to submit a construction bid under the next step of this procurement process. A copy of the agenda will be made available 5 days prior on the Authority's website at www.regionalwater.org or by contacting the Peace River Manasota Regional Water Supply Authority located at 9415 Town Center Parkway, Lakewood Ranch, Florida 34202, by telephone (941) 316-1776 or email peaceriver@regionalwater.org. Persons with disabilities who need assistance may call (941) 316-1776 at least two business days in advance to make appropriate arrangements.

Posted on Authority website on

June 23, 2025
date

Peace River Manasota Regional Water Supply Authority

Notice of Intent regarding RFQ to Pre-Qualify Contractors for Reservoir No. 3 issued on April 9, 2025 (the RFQ)

The Authority finds the following respondents to be responsive, responsible, and qualified to submit a construction bid for the Reservoir No. 3 Project described in the RFQ.

1. Barnard Construction Company, Inc.
2. Kiewitt Infrastructure South Co.
3. Phillps & Jordan, Inc.

The Authority finds the response submitted by the following respondent to be non-responsive and the respondent to be non-responsible

Thalle Construction Co., Inc.

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.

Peace River Manasota Regional Water Supply Authority
Request for Qualifications to Pre-Qualify Contractors for Reservoir No 3
Evaluation Committee Meeting: June 23, 2025 @ 2:00 PM EST
9415 Town Center Parkway, Lakewood Ranch, FL 34202

Respondent	Criteria Met (Yes/No)
Barnard	Yes
Kiewit	Yes
Phillips & Jordan	Yes

Member Signatures:

Mike Knowles, Director of Engineering/Projects, PRMRWSA (Chair)

Katie Gilmore, Operations Director, PRMRWSA

Scott Cunningham, Construction Manager, PRMRWSA

To: Evaluation Committee

From: Ann Lee, Procurement Officer

Date: June 20, 2025

Subject: Responsiveness and responsibility review for responses to the RFQ to pre-qualify contractors for construction of Reservoir No. 3 dated April 9, 2025 (the RFQ)

This memorandum provides the Authority's responsiveness and responsibility review for the responses to the RFQ.

The RFQ

The RFQ states as follows:

> **Section 5 Evaluation and Selection Process**
>
> **5.1 Responsiveness and Responsibility Review**
>
> The terms "responsive" and "responsible" are terms that have specific legal meanings and are described below.
>
> *Responsiveness*
>
> Contents and Timeliness. The Authority will review each response to determine whether it complies with the requirements provided in this solicitation, including all information described in the Response Contents Section 4 above, is timely submitted, and has the required signatures on each document. Responses that are non-responsive will not be evaluated.
>
> Minimum Requirements. The Authority may determine that a response is non-responsive if it fails to demonstrate that respondent meets all the minimum requirements.
>
> *Responsibility*
>
> A firm may be deemed non-responsive or non-responsible if any information about the firm indicates the firm would not be capable of providing the services requested. The Authority may find this information contained in the response (particularly in the Firm Profile section) or elsewhere following its own investigation.

The Authority's Review

The following summarizes the Authority's determination concerning the technical, financial, and legal components of the responsiveness and responsibility review.

A. Authority staff determined that each response includes the Required Documents listed in section 4.1.A. of the RFQ.

B. Attached are the following documents showing the review for compliance with the minimum requirements in the RFQ:
    1) Technical Memorandum addressing the Minimum Requirements listed in section 4.1.B. of the RFQ
    2) Spreadsheet addressing the Financial Matters listed in section 4.2 D. of the RFQ
    3) Memorandum addressing the Legal Matters and conflicts of interest listed in section 4.2 B and 4.2 C. of the RFQ

Based on the information shown in the attached documents the following respondent submitted a non-responsive response, is non-responsible, and will not be evaluated by the committee:

Thalle Construction Co., Inc.

Attachments

Brown AND Caldwell

6151 Lake Osprey Drive, Third Floor
Sarasota, FL 34240
T: 941.373.1338

Technical Memorandum

Prepared for: Peace River Manasota Regional Water Supply Authority

Project Title: Reservoir No. 3 Contractor Pre-Qualification

Project No.: 203772

Technical Memorandum

Subject: RFQ to Pre-Qualify Contractors for Reservoir No. 3 – Review of Responses for Responsiveness to the Technical Minimum Qualifications

Date: June 20, 2025

To: Ann Lee, Procurement Officer

From: Brown and Caldwell

Copy to: Doug Manson, Authority Outside General Counsel

Prepared by: Michael Condran, Program Manager

Reviewed by: Todd Bosso, Deputy Program Manager

Limitations:

This document was prepared solely for the Peace River Manasota Regional Water Supply Authority in accordance with professional standards at the time the services were performed and in accordance with the contract between the Peace River Manasota Regional Water Supply Authority and Brown and Caldwell dated June 30, 2022. This document is governed by the specific scope of work authorized by the Peace River Manasota Regional Water Supply Authority; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the Peace River Manasota Regional Water Supply Authority and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

Executive Summary

The Peace River Manasota Regional Water Supply Authority (Authority) published a Request for Qualifications (RFQ) in April 2025 to pre-qualify construction firms for its planned upcoming new off stream raw water storage reservoir (PR3 project). The RFQ specified specific pass/fail criteria in three areas: (1) Financial; (2) Legal; and (3) Technical for the Authority's selection committee to consider. Pre-qualified contractors will be invited by the Authority to prepare a formal bid for consideration by the Authority Board for formal award later in 2025.

Four written responses were received in May 2025. The Authority requested its Capital Improvement Program Owner's Agent (OA, or Agent), Brown and Caldwell, to review the four written responses for compliance with the Technical criteria. This Technical Memorandum (TM) summarizes the review. Three of the four proposers met the Technical Minimum Qualifications stated in Section 4.1.B, beginning on page 10 of the RFQ (Technical Minimum Qualifications).

Section 1: Introduction

The Authority intends to construct a new 9.3 billion gallon off stream raw water Reservoir No. 3 in proximity to the existing two reservoirs located in southwestern Desoto County on the R.V. Griffin Reserve. The Authority intends to contract with a single entity responsible for all construction, contractor's quality control, and start-up services necessary to complete the Project. This entity will be the single point-of-contact for constructing the Project.

The prequalification procedure described in the RFQ will identify qualified Respondents who have demonstrated the expertise, experience, financial strength and other attributes necessary to complete the Project. Firms that become qualified by the Selection Committee will be invited to submit a competitive bid to construct the Project based on a conventional set of bid documents that include engineering drawings and technical specifications.

The Agent reviewed each written response received against the technical criteria identified in the RFQ. This TM summarizes the results of the Agent's review.

Section 2: Respondents Overview

The four written responses received, in alphabetical order, were provided by:

1. Barnard Construction Company, Inc., Boseman, Montana (Barnard Construction)
2. Kiewit Infrastructure South Co., Peachtree City, Georgia (KISC)
3. Phillips & Jordan, Inc., Knoxville, Tennessee (P&J)
4. Thalle Construction Company, Inc., Hillsborough, North Carolina (Thalle Construction)

Section 3: Technical Capabilities Summary

Each proposal was reviewed against RFQ requested information for proposed project teams, three Reference Projects for completed projects of similar scope and complexity, and information related to the major project components (i.e., earthen embankments, large diameter pipelines, soil cement installation, soil-bentonite cutoff wall construction, mass concrete installation, dewatering, and wetland mitigation). Additionally, statements confirming the Respondent would self-perform at least 40% of the project work were requested in the RFQ.

With respect to the Reference Projects, each Respondent's listed individual reference was evaluated by telephone conversations with those reference contacts provided. The same questions were asked of each reference to verify the information provided by the Respondent.

Two of the four Respondents provided four Reference Projects, while two Respondents provided the minimum three Reference Projects as required by the RFQ. The following summarizes evaluation of the qualification information provided as well as feedback received from each project reference individual contacted for each Respondent. The discussion is presented in alphabetical order below for each Respondent.

Barnard Construction: Team member resumes for the positions requested and individual qualifications were evaluated and demonstrated appropriate qualifications. Satisfactory information was provided relating to the major project components. A statement of 40% self-performance was provided.

Four reference projects were provided. Each of the four listed references were reached and verified the information presented in Barnard Construction's response. Based on the information provided by Barnard Construction and confirmed with the references reached, the reference projects meet the Technical Minimum Qualifications provided in the RFQ similar to the scope and complexity of the Authority's planned project.

KISC: Team member resumes for the positions requested and individual qualifications were evaluated and demonstrated appropriate qualifications. Satisfactory information was provided relating to the major project components, except for dewatering. A statement of 40% self-performance was provided.

Four reference projects were provided. Each of the four listed references were reached and verified the information presented in KISC's response. Based on the information provided by KISC and confirmed with the references reached, the reference projects meet the Technical Minimum Qualifications provided in the RFQ, except that only two of the three requested examples of dewatering were provided. Otherwise all project components are similar to the scope and complexity of the Authority's planned project.

P&J: Team member resumes for the positions requested and individual qualifications were evaluated and demonstrated appropriate qualifications. Satisfactory information was provided relating to the major project components. A statement of 40% self-performance was provided.

Three reference projects were provided. Each of the three listed references were reached and verified the information presented in P&J's response. Based on the information provided by P&J and confirmed with the references reached, the three reference projects meet the Technical Minimum Qualifications provided in the RFQ similar to the scope and complexity of the Authority's planned project.

Thalle Construction: Team member resumes for the positions requested and individual qualifications were evaluated and demonstrated appropriate qualifications. Information provided relating to the major project components did not meet the Technical Minimum Qualifications. A statement of 40% self-performance was not provided.

Three reference projects were provided. Two of the three listed references were reached and verified the project budgets and construction schedules, which corroborated the information presented in Thalle Construction's response. The third reference provided for the Tarrant Regional Water District was unable to be reached after an email inquiry and three voice mail messages requesting a call back. Both of the references reached confirmed the information provided, however, based on that information the Reference Projects provided by the Respondent did not meet the Technical Minimum Qualifications provided in the RFQ similar to the scope and complexity of the Authority's planned project.

Section 4: Summary

In summary and based on the information provided by the four Respondents to the referenced solicitation, Barnard Construction, KISC, P&J meet the Technical Minimum Requirements. Thalle Construction provided Reference projects that do not meet the Technical Minimum Requirements. Thalle Construction also did not provide a statement confirming 40% self-performance for the Project. Therefore, Thalle Construction does not meet the Technical Minimum Requirements.

Brown AND Caldwell

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
REQUEST FOR QUALIFICATIONS TO PRE-QUALIFY CONTRACTORS FOR RESERVOIR No. 3

Section 4: Response Contents	
Barnard Construction Company, Inc.	
Criteria	**Criteria Met (Yes/No)**
Minimum Requirements and Responsiveness	
B-1. Resumes from Key Personnel	Y
B-2. Respondent's Self-Performace Statement	Y
B-3. Major Project Components	
B-3.1. Earthen Embankment Construction	Y
B-3.2. Large Diameter Pipeline Construction	Y
B-3.3. Soil Cement Construction	Y
B-3.4. Soil-Bentonite Cut-off Wall Construction	Y
B-3.5. Mass Concrete Construction	Y
B-3.6. Dewatering	Y
B-3.7. Wetland Mitigation	Y

Section 4: Response Contents	
Phillips & Jordan, Inc.	
Criteria	**Criteria Met (Yes/No)**
Minimum Requirements and Responsiveness	
B-1. Resumes from Key Personnel	Y
B-2. Respondent's Self-Performace Statement	Y
B-3. Major Project Components	
B-3.1. Earthen Embankment Construction	Y
B-3.2. Large Diameter Pipeline Construction	Y
B-3.3. Soil Cement Construction	Y
B-3.4. Soil-Bentonite Cut-off Wall Construction	Y
B-3.5. Mass Concrete Construction	Y
B-3.6. Dewatering	Y
B-3.7. Wetland Mitigation	Y

Section 4: Response Contents	
Kiewit Infrastructure Southern Co.	
Criteria	**Criteria Met (Yes/No)**
Minimum Requirements and Responsiveness	
B-1. Resumes from Key Personnel	Y
B-2. Respondent's Self-Performace Statement	Y
B-3. Major Project Components	Y
B-3.1. Earthen Embankment Construction	Y
B-3.2. Large Diameter Pipeline Construction	Y
B-3.3. Soil Cement Construction	Y
B-3.4. Soil-Bentonite Cut-off Wall Construction	Y
B-3.5. Mass Concrete Construction	Y
B-3.6. Dewatering	N
B-3.7. Wetland Mitigation	Y

Section 4: Response Contents	
Thalle Construction Company, Inc.	
Criteria	**Criteria Met (Yes/No)**
Minimum Requirements and Responsiveness	
B-1. Resumes from Key Personnel	Y
B-2. Respondent's Self-Performace Statement	N
B-3. Major Project Components	
B-3.1. Earthen Embankment Construction	N
B-3.2. Large Diameter Pipeline Construction	Y
B-3.3. Soil Cement Construction	N
B-3.4. Soil-Bentonite Cut-off Wall Construction	N
B-3.5. Mass Concrete Construction	N
B-3.6. Dewatering	Y
B-3.7. Wetland Mitigation	Y

SOQ Proposal Requirements 4 - Financial Capability

**To ensure comparables between entities, 2023 & 2024 were reviewed as 1 respondent does not have a completed 2024 audit.*

	Financial Matters						
Respondent	Audited Financial Stmts for Last 3 years	Financial Stmt Review Year	Submitted Affidavit of Solvency?	Times Interest Earned Ratio >10 Meets RFQ 4.2(D)(4)?	Revenue to Equity Ratio ≤ 18 Meets RFQ 4.2(D)(4)?	Current Ratio ≥ 1.0 Meets RFQ 4.2(D)(4)?	Payment Bond Capability $300M - Y/N
Barnard	yes	2023 audited	yes	yes	yes	yes	yes
		2024 audited		yes	yes	yes	
Kiewit	yes	2023 audited	yes	yes	yes	yes	yes
		2024 audited		yes	yes	yes	
Phillips & Jordan	yes	2023 audited	yes	yes	yes	yes	yes
		2024 audited		yes	yes	yes	
Thalle Constuction-Tully Construction(financials as Tully)	No. Thalle provided audited for 2021-23 but 2024 is unaudited	2023 audited	yes	no	yes	yes	yes
		2024 (not audited)		no	yes	yes	

Notes:

All respondents contacted about missing the E-Verify Affidavit documentation. All respondents submitted it within 24 hours.

Phillips & Jordan -also called about a profit and loss statement. Their financials reflected interest expense/earnings combined. Document received within a few hours of phone call

Thalle/Tully - was contacted regarding 2024 audited financials. Per conversation with Dan James 5/13/25. They do not have 2024 audit completed, Dan was to send unaudited financials so that comparisons for respondents were completed for the same fiscal years. Received 2024 internal financials on 5/15/25.

To: Ann Lee, Procurement Officer

From: Carlyn H. Kowalsky, Legal Counsel for the Peace River Manasota Regional Water Supply Authority

Date: June 20, 2025

Subject: RFQ to Pre-Qualify Contractors for Construction of Reservoir No. 3 dated April 9, 2025 (the RFQ) – Review of Legal Matters and Conflicts of Interest

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This memorandum provides a review of the legal matters and conflicts of interest as reported by each respondent. Section 4.2 B. and 4.3 C of the RFQ requires respondents to provide the information described below.

B. Other clients and conflicts of interest. Respondent must disclose whether it 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. The respondent must identify any potential conflicts of interest that the respondent entity or any member of the respondent's Project Team may have either with the Authority or any member government of the Authority.

All respondents reported that they have no conflicts of interest as described in section 4.2.B. of the RFQ.

C. Legal Matters

The respondent must provide the following information pertaining to factors or events listed below that have the potential to adversely impact the respondent's ability to perform its contractual commitments. The respondent must identify any issue in this list involving the respondent or any member of its Project Team performing alone or on a team with others within the past 10 years.

. . .

- **Pending or past legal filings, proceedings, and judgments concerning performance on construction projects**. List the name of the projects and owners involved and the nature of the claim. Identify the case name, case number, and court and briefly describe the matter. If no such proceedings or judgments are listed, provide a sworn statement from the firm's legal counsel that none exist.
- **Pending or past legal filings, proceedings, and judgments involving Authority related local governments.** Identify any current or pending litigation involving the Authority, its member governments, or related parties including Charlotte County, DeSoto County, Manatee County, Sarasota County, and the City of North Port. Identify the case name, case number, and court and briefly describe the matter. If no such proceedings or judgments are listed, provide a sworn statement from the firm's legal counsel that none exist.
- **Contingent liabilities**. Identify and describe any contingent liability that could

adversely affect the financial position or ability to perform contractual commitments to Authority.

- **Completion of contracts**. Identify and describe any instance where the respondent failed to complete any contract, where the respondent terminated a contract, or where the owner terminated a contract with the respondent due to alleged poor performance, failure to comply with any part of the contract, or default.
- **Violation of laws**. Identify and describe any instance where the respondent was found in violation of any federal, state, or local statute, regulation, or court order concerning public contracting, antitrust, employment discrimination or prevailing wages or where respondent was convicted of any criminal conduct.
- **Suspension or debarment from bidding**. Identify and describe any instance where the respondent was suspended or debarred, or was under consideration for suspension or debarment, from bidding on public contracts by any federal, state, regional, or local government.

The following is a summary of the responses by each respondent along with legal review where the response is in question.

Barnard Construction Company, Inc.

1. **Legal filings concerning performance on construction projects.** Barnard provided a sworn statement from legal counsel that there are none.

2. **Legal filings involving Authority related local governments.** Barnard provided a sworn statement from legal counsel that there are none.

3. **Contingent liabilities.** Barnard states that there are none.

4. **Completion of Contracts.** Barnard states that there are none.

5. **Violation of Laws.** Barnard states that there are none.

6. **Suspension or debarment.** Barnard states that it has none.

Kiewitt Infrastructure South Co.

1. **Legal filings concerning performance on construction projects**. Kiewit listed 4 pending and 12 past legal filings in the past 10 years.

2. **Legal filings involving Authority related local governments.** Kiewit reported that it filed a lawsuit in 2020 against Mack Industries (a supplier), Western Surety Co. and Charlotte Co. Florida. The case is closed.

3. **Contingent liabilities.** Kiewit states that it has none.

4. **Completion of Contracts.** Kiewit states that it has not failed to complete a contract within the last 10 years.

5. **Violation of Laws.** Kiewit reported 5 instances where it was found in violation of a law.

6. **Suspension or debarment.** Kiewit did not provide this information.

Phillips and Jordan Incorporated

1. **Legal filings concerning performance on construction projects.** Phillips & Jordan listed 4 past legal filings within the last 10 years. All of them are closed or settled.

2. **Legal filings involving Authority related local governments.** Phillips & Jordan states that there are none.

3. **Contingent liabilities**. Phillips & Jordan states that there are none.

4. **Completion of Contracts**. Phillips & Jordan states that there are none.

5. **Violation of Laws.** Phillips & Jordan states that there are none.

6. **Suspension or debarment.** Phillips & Jordan states that it has none.

Thalle Construction Co., Inc.

1. **Legal filings concerning performance on construction projects**. Thalle listed 4 active and 14 past legal filings within the last 10 years.

2. **Legal filings involving Authority related local governments** – Thalle did not provide this information. Counsel for the Authority found that Thalle recently filed suit against Charlotte County, a member government of the Authority. (United States District Court, Case No.: 2:24-cv-533-SPC-KCD filed in June 2024). Thalle's failure to disclose this information makes Thalle both nonresponsive and non-responsible.

3. **Contingent liabilities.** Thalle states that there are none.

4. **Completion of Contracts.** Thalle states, "Thalle certifies that there are no instances where it failed to complete any contract, where it was terminated on a contract, or where the owner terminated a contract with Thalle due to alleged poor performance, failure to comply with any part of the contract, or default." In response to number 1 above, Thalle reported a lawsuit it filed in 2023 against the South Florida Water Management District (SFWMD) involving Thalle's construction of SFMWD's STA1 W Expansion #2. In paragraph 24 of Thalle's Amended Complaint in that case, Thalle states, "On May 20, 2024, the District wrongfully issued a Termination for Default Notice to Thalle, claiming Thalle was in material breach of contract and directed Thalle to

immediately cease work." Contrary to Thalle's certification above, SFWMD terminated its contract with Thalle for material breach of the contract. Because Thalle's certification is a false statement, Thalle is nonresponsive and non-responsible.

5. **Violation of Laws.** Thalle states that it has none.

6. **Suspension or debarment**. Thalle states that it has none.

TAB C
Statements of Qualifications - electronic format (4)

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REVISED 7/30/25
REGULAR AGENDA
ITEM 5

Deposit on Mitigation Bank Credits for State Environmental Resource Permit

---

Presenter: Jim Guida, P.G., Director, Water Resources & Planning

Recommended Action: **Motion** to authorize the Executive Director to place a deposit on mitigation bank credits with EIP Credit Co., LLC to address a potential mitigation shortfall identified in the Southwest Florida Water Management District PR3 Project ERP Application for a not-to-exceed amount of up to $255,000.

The construction limits of the PR3 Project encompass 1,250 acres and will result in approximately 281 acres of unavoidable wetland impacts. Wetland impacts are required to be mitigated under State of Florida Environmental Resource Permit (ERP) and Federal Clean Water Act (Section 404) regulations. Permit applications for both are under review by the Southwest Florida Water Management District (SWFWMD) and U.S. Army Corps of Engineers (USACE), respectively. Two wetland mitigation options, or a combination thereof, are available: 1) "Onsite Permittee Responsible Mitigation" (OPRM); and 2) purchase of mitigation bank credits (MBCs) from an authorized mitigation banker. The Authority presented a 100% OPRM option for agency consideration in both permit applications. However, in anticipation of a potential shortfall in available credits on the RV Griffin site, the Authority simultaneously undertook an Invitation to Bid (ITB) from mitigation bankers. This provides the Authority the flexibility of meeting mitigation requirements through OPRM, MBCs, or a combination thereof and helps maintain project schedule while awaiting permit issuance.

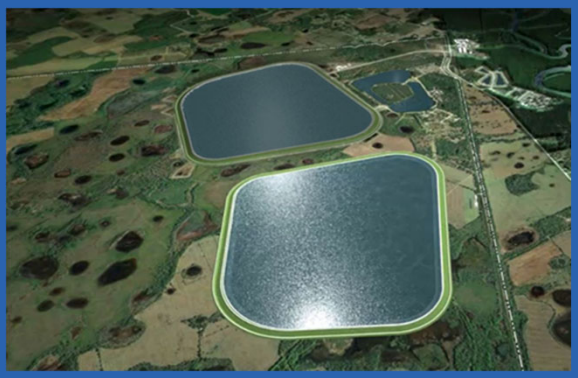
Securing the ERP is the first step in achieving the PR3 Project critical path as regards permitting. The ERP needs to be issued first as the USACE will rely upon information contained in it when issuing their 404 permit. SWFWMD has preliminarily determined the proposed OPRM is just short of fully offsetting proposed impacts. The shortfall is expected to be no greater than 20 mitigation credits. Additional onsite mitigation is infeasible. Assurance of mitigation sufficiency must be provided to SWFWMD before the ERP Application can be considered complete for issuance and can be provided through documenting that a deposit has been placed with the banker for the required state MBCs. To facilitate ERP issuance, staff recommend the Authority make up the potential ERP mitigation shortfall through purchase of state MBCs from the lowest cost responsive bidder to the Authority's July 2023 ITB (i.e., EIP Credit Co., LLC). The lowest bid unit cost for state mitigation bank credits is $85,000, which corresponds to a deposit of $255,000 (15%), and a total MBC cost of $1,700,000 for up to 20 state mitigation credits.

When permits are secured, the final mitigation strategy will be provided at a future Board meeting. Staff recommends the Board authorize the Executive Director to place a deposit of up to $255,000 on the purchase of mitigation bank credits as described above.

Budget Action: No action needed.

Attachments:
Presentation Materials

PR3 Project
Deposit on Mitigation Bank Credits for ERP





Regular Item 5
August 6, 2025

Peace River Manasota Regional Water Supply Authority

1

PR3 Project Deposit on Mitigation Bank Credits for ERP

Presentation Overview:

1. Two Permits Needed Before Construction Can Begin
2. PR3 Project Footprint / Wetland Impacts
3. High Level Overview of Pertinent Mitigation Considerations
4. Why Authorization for a Mit. Bank Credits Deposit is Requested Now
5. Detailed Mitigation Option Presentation – Future Meeting

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

US Army Corps of Engineers®

2

PR3 Project Deposit on Mitigation Bank Credits for ERP

Project Requires Two Permits - Both In Process

State Environmental Resource Permit (ERP)

- Primary Considerations of a State ERP:
  - ✓ Flooding & Water Quality Protection
  - ✓ Dam Safety
  - ✓ *Wetland Impacts / Mitigation*

Federal Section 404 (Clean Water Act)

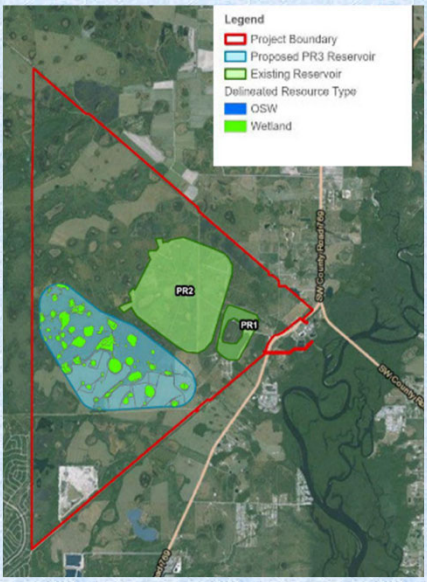
- Primary Considerations of Federal 404:
  - ✓ *Wetland Impacts / Mitigation*
  - ✓ *Permit Issuance Relies Upon State ERP Issuance*
    - State Water Quality Certification
    - State Mitigation Sufficiency Determination
    - State ERP Needs To Be Issued First – Critical Path for 404

3

PR3 Project Deposit on Mitigation Bank Credits for ERP

- ➢ PR3 Project Footprint: 1,250 acres
- ➢ Unavoidable Wetlands Impacts: 281 acres
- ➢ Equates to 202 "*Units of Functional Loss*" (FL)
- ➢ Equivalent "*Functional Gain*" (FG) Required
- ➢ Two Mitigation Options Available:

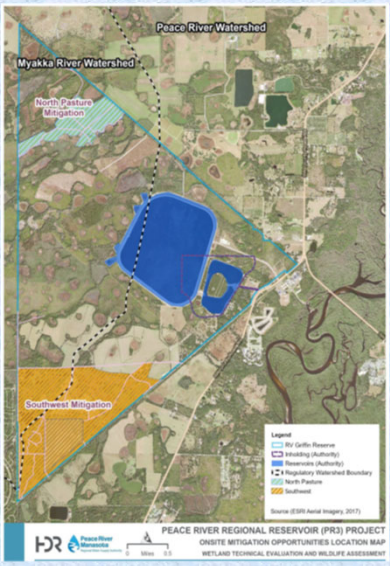
  - ✓ "Onsite Permittee Responsible Mitigation" (OPRM)
    - All Mitigation Conducted on Project Site
    - Authority Responsibility to Construct, Monitor, Maintain
  - ✓ Purchase of "Mitigation Bank Credits" (MBCs)
    - Mitigation Is Located Offsite
    - Own Property/Permit(s)/Responsibility for Mitigation



4

PR3 Project Deposit on Mitigation Bank Credits for ERP

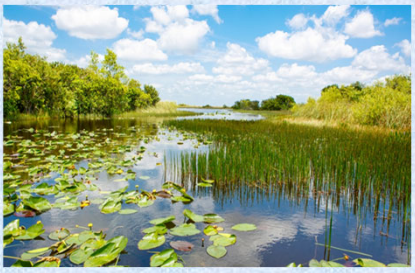
- **Mitigation Presented in Applications:**
  - ✓ 100% OPRM on RVG Reserve (Same as PR2 Project)
  - ✓ Two Areas: Northern / Southwest
  - ✓ Allow Agency Evaluation of OPRM Regulatory Feasibility
  - ✓ Application Does Not Commit Board to 100% OPRM
  - ✓ Application Does Not Preclude Board from MBCs
- **Mitigation Bank Credits (MBCs)**
  - ✓ Mitigation with MBCs is Simpler Regulatory Process
  - ✓ Switching from OPRM to MBCs is Straightforward
  - ✓ Board Will Make Final Decision at Future Meeting



5

PR3 Project Deposit on Mitigation Bank Credits for ERP

- **State ERP Review Nearing Completion - Critical Path**
  - OPRM FG *Nearly Sufficient* to Offset Impacts (202 Units)
  - "Shortfall" of </= 20 Units (10%) for SW OPRM
  - ERP Incomplete Until Mitigation Sufficiency is Confirmed
- **Additional OPRM is Infeasible**
- **MBCs Required & Available from EIP Credit Co., LLC**
- **MBC Deposit Can Demonstrate Mitigation Sufficiency**
- **ERP Application Incomplete Pending Satisfaction of Requirements**
- **MBC Reservation Provides Flexibility and Helps Maintain PR3 Schedule**



6

PR3 Project Deposit on Mitigation Bank Credits for ERP

- **Estimated MBC Cost and Deposit for "Shortfall" (</= 20 Credits):**
  - ✓ **Deposit (15%): $ 255,000 (Requested Authorization)**
  - ✓ **Total: $1,700,000**

- **MBCs for Shortfall Are *Minimum Necessary* To Secure State ERP**

  - **Regardless of Future Board Mitigation Decision:**
    - ✓ **OPRM for Entire Remainder of Project**
    - ✓ **MBCs for Entire Remainder of Project**
    - ✓ **Any Combination Thereof**



- **Board's Final Mitigation Options Will Remain Open**
  - ✓ **Staff Will:**
    - **Continue to Refine / Optimize Mitigation Strategy**
    - **Recommend Final Mitigation Strategy at Future Meeting**

7

Deposit on Mitigation Bank Credits for ERP

Staff Recommendation:

Motion to authorize the Executive Director to place a deposit on mitigation bank credits with EIP Credit Co., LLC, to address a potential mitigation shortfall identified in the Southwest Florida Water Management District PR3 Project ERP Application for a not to exceed amount of up to $255,000.

8

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REGULAR AGENDA
ITEM 6

PR3 Volume #3 Guaranteed Maximum Price

Presenter - **Mike Knowles, Director of Engineering**

Recommended Action - **Motion** – Approve the Construction Agreement between the Authority and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Reservoir Pump Station in the amount not to exceed $42,490,000.

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

The PR3 Reservoir Pump Station Early Works Package Scope and Fee approved at the April 2025 Authority Board meeting took advantage of the foundation work for the Reservoir Pump Station in the drier months resulting in 4 months off the overall timeline. This GMP for the Reservoir Pump Station will take the new pump station through construction, testing, and startup for a fee not to exceed $42,490,00 which includes $4,951,475 in contingencies and allowance.

As the electrical master plan for the SWSEP was finalized late last year, it was determined those improvements would be best to add to the Volume 3 PR3 plans as opposed to separating the electrical improvements among several design plans. As such, the final design details to meet the electrical master plan requirements are being completed and the schedule for bringing the final electrical package guaranteed maximum price amendment to the Board for consideration is October 2025.

Budget Action – No action is needed.

Attachments:
Tab A Presentation Materials
Tab B Construction Agreement between Authority and CMAR

TAB A
Presentation Materials

PR3 Volume #3 Guaranteed Maximum Price

Regular Item 6

August 6, 2025

Peace River Manasota Regional Water Supply Authority

1

Agenda

- **Review of Procurement Strategy**
- **Reservoir PS GMP**
- **Motion**



Peace River Manasota Regional Water Supply Authority

2

PR3 Procurement Strategy

Construction Management at Risk

- River Intake Pump Station
- Reservoir Pump Station
- Conveyance Pipelines







ARCHER WESTERN

Design-Bid-Build

HDR



Reservoir Contractor Pre-Qualification

Peace River Manasota Regional Water Supply Authority

3

Peace River Regional Reservoir No. 3





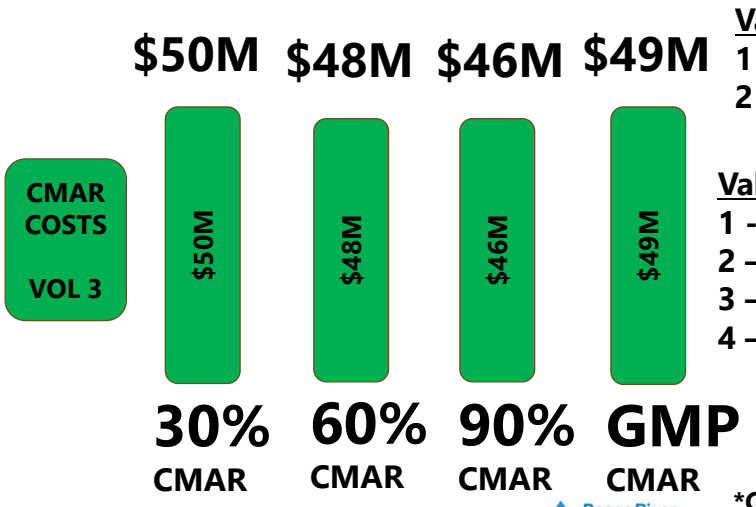




Peace River Manasota Regional Water Supply Authority

4

PR3 CONSTRUCTION COST UPDATE



Value Engineering Implemented
1 – Sheeting vs. Pipe $4.9M
2 – ODP $1.4M

Value Engineering Exploring
1 - Precast Building height $100K
2 – Pipe Tie-in Loc. $600k
3 – Ductile vs Steel $120k
4 – Secant Pile Wall $2.5M

*Cost does not include mitigation

Peace River Manasota Regional Water Supply Authority

5

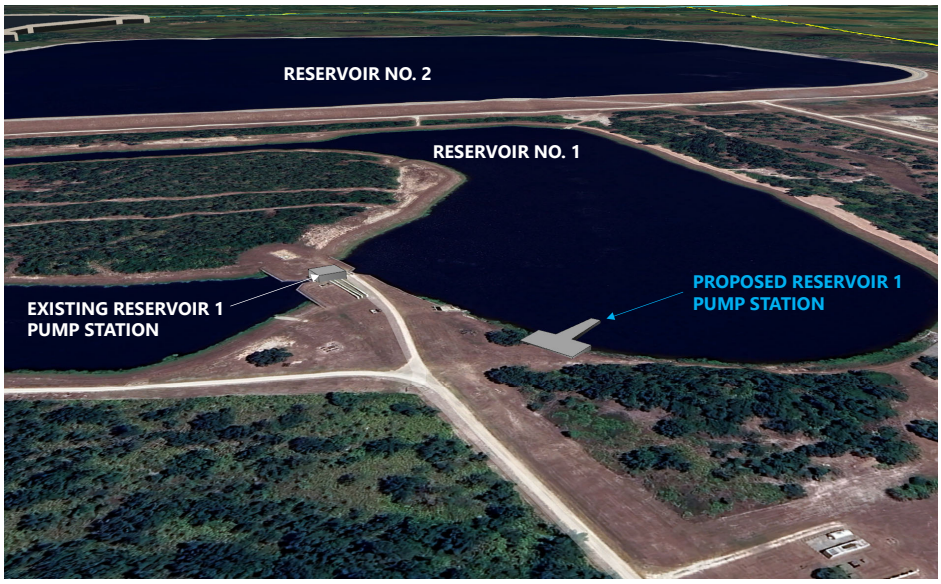
Agenda

- Review of Procurement Strategy
- **Reservoir PS GMP**
- Motion



Peace River Manasota Regional Water Supply Authority

6



Peace River Manasota
Regional Water Supply Authority

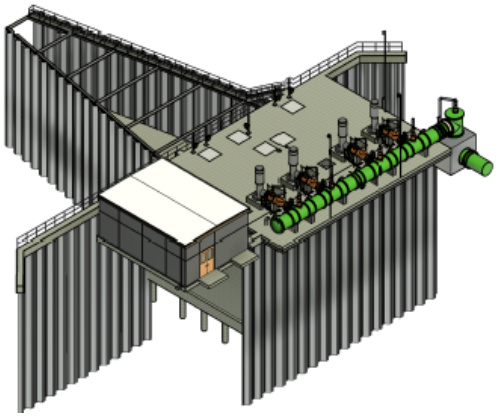
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Peace River Manasota
Regional Water Supply Authority

8

CMAR Reservoir Pump Station GMP



Scoped Items:

Construction, Testing, and Startup

Reservoir PS GMP
$ 42.49M

Contingency & Allowances $ 4.95M

Peace River Manasota Regional Water Supply Authority

9

Reservoir Pump Station GMP



Questions?

Peace River Manasota Regional Water Supply Authority

10



Motion – Approve the Construction Agreement between the Authority and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Reservoir Pump Station in the amount not to exceed $42,490,000.

Peace River Manasota Regional Water Supply Authority

11

TAB B
Construction Agreement between Authority and CMAR

August 6, 2025

Amendment No. 2 Construction Price GMP to
Construction Agreement between Owner and CMAR for the
Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities

This Amendment No. 2 amends the Construction Agreement between Owner and Construction Management At-Risk (CMAR) for the Peace River Regional Reservoir No. 3 (PR3) Pumping and Conveyance Facilities dated January 1, 2024, by and between the Peace River Manasota Regional Water Supply Authority ("Authority" or "Owner") and Archer Western Construction, LLC ("CMAR") ("Agreement"). This Amendment No. 2 is effective when executed by both parties on the last date shown below.

Background

A. The parties executed the Agreement for construction of the Peace River Regional Reservoir No.3 (PR3) Pumping and Conveyance Facilities Project (the "Project") including Phase I – Preconstruction Services and Phase II – Construction Services in January 2024.

B. On June 5, 2024, the parties executed a Purchase Order under Phase I for additional work under Phase I, called Phase 1B.

C. On April 14, 2025, the parties executed Amendment No. 1 to the Agreement for a Phase II Early Works Package for Reservoir Pump Station (Volume 3) to allow an earlier construction start and earlier project completion.

D. This Amendment No. 2 contains the Construction Price Guaranteed Maximum Price (GMP) for Volume 3 the Project including a revised construction schedule.

E. The parties intend to execute additional Amendments in the future for Volume 2 and Volume 4 of the Project.

The Authority and CMAR agree as follows:

1. Exhibits. The following exhibits are attached to this Amendment No. 2 and are part of it.

Exhibit A – PR3 Pumping & Conveyance Volume 3: Reservoir Pump Station GMP dated July 15, 2025.

2. Amendment No. 1. The Phase II Early Works Package including the schedule contained in Amendment No. 1 remains in effect.

3. Agreement. The following provisions of the Agreement are hereby revised as follows. All other portions of the Agreement remain in effect.

Paragraph 5.1.2 is deleted and replaced with the following.

5.1.2 Substantial / Final Completion.

The Date of Substantial Completion for Volume 3 of the Project is October 8, 2027, for the reservoir pump station. The Date of Final Completion for Volume 3 is December 7, 2027, subject to adjustments as provided for in the Contract Documents.

4. Effect. Upon execution, this Amendment modifies the Agreement and becomes a Contract Document as defined in the Agreement.

– signature page follows – the remainder of this page is intentionally blank –

Witnesses:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

CMAR:
Archer Western Construction, LLC

_____
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:

_____
Richard Anderson, Executive Director

_____
Date

Peace River Manasota

Regional Water Supply Authority

PR3 Pumping & Conveyance Volume 3 – Reservoir Pump Station GMP

PR3 Pumping and Conveyance
Volume 3: Reservoir Pump Station GMP
Table of Contents

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TAB 2 ASSUMPTIONS, CLARIFICATIONS & DESIGN REVIEW COMMENTS

TAB 3 GMP

TAB 4 VALUE ENGINEERING LOG

TAB 5 PRICE PROGRESSION LOG

TAB 6 RISK REGISTER

TAB 7 COMPESATION

TAB 8 DOCUMENT LIST

TAB 9 SCHEDULE

APPENDIX 1 – QUOTE BACK-UP/ SUB AND VENDOR LIST

TAB 1

SUBMITTAL OVERVIEW

Scope of Work:

Construction will Include:

- Volume III – Reservoir Pump Station

Date of GMP:

7/15/2025

Price Model Summary and Level of Estimate:

Based on current drawings and assumptions Archer Western prepared **a GMP:**

We estimate the cost of this work to be $42,488,340.

Estimating Methodology Used:

In the development of the Price Model, Archer Western utilized HCSS Construction software. Archer Western utilized historical productions for self-perform work and solicited supplier bids for materials and subcontractor bids for major scopes that Archer Western will not self-perform.

The following subcontractors and suppliers' input and/or quotes were incorporated into the Model:

- JD Fields
- Nucor Skyline
- Triad
- Keller
- Berkel and Company
- Preferred Materials
- SRM Concrete
- Harris Rebar
- CMC Rebar
- American Blue Star
- Crowther Roofing
- Premier Coatings
- Universal Painting
- Concrete Modular Systems
- Bay Area Precast
- Miller Electric
- Revere Controls
- Inframark
- CEC
- Grey Matter
- Ferguson
- McDade
- Core & Main
- Thompson Pipe
- American Pipe
- Northwest Pipe
- Corpo
- Southern Cathodic Protection
- Envirosales
- Trippensee Shaw
- FC Specialties
- Carter Ver Plank
- JR Hoe
- PMWI
- DK Construction

Documents Used:

Reference the List of Documents table on Tab 6.

TAB 2

ASSUMPTIONS, CLARIFICATIONS & DESIGN REVIEW COMMENTS

GENERAL NOTES

1. Reference the attached Document List for the basis of this GMP.

2. This GMP includes all work to construct the Reservoir Pump Station included in the Project Drawings & Specifications for Volume III.

3. The GMP does not include the cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation. It is assumed the Contractor shall be responsible for only those hazardous materials and/or chemicals as brought on site by contractor forces; and shall not be responsible for any existing hazardous conditions not known or foreseen prior to the start of construction. The Owner is assumed to be the generator of any pre-existing hazardous material.

GENERAL REQUIREMENTS

4. Archer Western assumes utilities (Power, Water, Sewer) used for equipment testing, startup and commissioning are to be supplied by owner if required.

5. This GMP assumes use of the Ranch House for Field Offices for the duration of the project. This GMP assumes power and water utilities are provided by owner as part of the use of the Ranch House.

6. This GMP excludes a separate Owner's office trailer and/or office space.

7. The GMP complies with the requirements of American Iron and Steel (AIS).

8. The GMP does not include service, repair, operation, or maintenance for the existing utilities not explicitly shown in the documents listed on the included Document List.

9. The GMP includes use of Autodesk Construction Cloud (ACC) by Authority and Engineer staff. ACC has been included for Volume 3 and the WTP Expansion.

SITEWORK

10. This GMP assumes that during any potential dewatering operation all groundwater will be discharged to the on-site storm water ponds, swales, or inlets without any special treatment. Sediment traps and/or similar BMP measures to comply with the existing ERP Permit are included.

11. The GMP includes restoration as shown in the documents. Additional restoration/demolition or curbing, asphalt, trees, plants, etc. is not included.

12. Archer Western has assumed that required backfill materials will be utilized from the native excavated material removed during excavation. Backfill materials will be stockpiled on-site as needed by Archer Western.

13. Excess excavated materials will be disposed of off-site. Archer Western has included the cost for trucking and disposal in the GMP.

14. All aggregates with be in accordance with FDOT section 901.

15. Archer Western has not included replanting of any trees or shrubs removed during any clearing or grubbing operations. The areas will be restored to original grade and seeded.

16. This GMP does not include provisions for monitoring of wildlife and/or locating or removing Gopher Tortoises.

17. The Sitework scope of work includes the deep foundation, sheeting and dewatering work.

18. This GMP excludes the secant walls shown in the documents under the Sitework header. The sitework header includes sheeting and tie-backs similar to the 90% design. The GMP includes an allowance under Header D should features in addition to what's shown similar to the 90% design be necessary.

STRUCTURAL

19. This GMP does not include EIFS on the exterior of the Precast Building. Interior of electrical building will be furnished with insulating FRP Panels. Exterior finish to be selected by owner from standard finishes offered by Precast Supplier.

20. This GMP includes provisions for mass concrete for pours greater than 39" in thickness.

21. This GMP excludes painting and coating of the interior surfaces of the pump station.

22. This GMP excludes sandblasting of the interior of the pump station. This GMP includes interior concrete finish to consist of plugging holes, patching of bugholes and smoothing of fins and burs only.

23. The GMP includes the precast electrical building at 12'0" high. The GMP includes an allowance under Header D should additional height up to 14'6" be necessary.

PROCESS PIPING

24. This GMP assumes Process Piping with be purchased through ODP and includes an allowance to procure additional miscellaneous materials for minor re-routing deemed necessary for construction as part of the ODP package.

25. This GMP assumes the tie-ins of the pump station effluent lines to existing will be accomplished without going under the existing lines. The GMP includes an allowance under Header D should it be determined that going under the existing lines is necessary.

ELECTRICAL

26. This GMP excludes the MV Master planning electrical work. This will be submitted under a separate GMP.

27. This GMP includes an electrical allowance of $75,000 for temporary site electrical. It is assumed this allowance will be sufficient to temporarily feed the existing pump station to allow for the tie-in of the new pump station to the existing gear. Overruns for temporary feed will be pulled from contingency.

CONTINGENCIES AND ALLOWANCES

28. The GMP includes a Contractor Contingency for the project as noted in TAB 3 – GMP – Section D. Such contingency may be used for but not limited to: minor scope changes or revisions, items inadvertently omitted during the estimating and bidding process, schedule recovery amounts associated with weather and other causes of delay that are not otherwise compensable, interfacing omissions between and from the various categories of Work, additional amounts incurred due to the withdrawal or disqualification of a subcontractor bid that the Contractor had relied upon prior to execution of a written subcontract, general conditions over-runs, amounts associated with subcontractor default, price increases due to unanticipated local labor and material market conditions, additional amounts that may arise or be associated with tariffs and/or price escalation due to such tariffs, selective overtime, or the like. Contractor contingency is derived from the risk register included with this submittal. It is intended to cover items similar to those listed above. Overruns of contractor contingency, unless deemed changes in the work, are the responsibility of the contractor. Unused amounts of Contractor Contingency will be retained by the Owner.

29. The proposed Contingency does not include CMAR Fee. CMAR Fee will be added to the cost of the work with each draw against contingency.

30. The GMP includes an Owner Contingency for the project as noted in TAB 3 – GMP – Section D. The owner Contingency is intended to be used by the owner as its sole discretion for additional Work or unforeseen conditions not reasonably anticipated by the CMAR. Owner will retain any savings for the line item if Owner determines any of this amount is not needed. The proposed Contingency does not include CMAR Fee. CMAR Fee will be added to the cost of the work with each draw against contingency.

31. The GMP includes an allowance for the Pump Station Tie-Back as noted in TAB 3 – GMP – Section D. The allowance is intended to cover costs in excess of the basis of the GMP as described in line 18 of this document. Costs in excess of the allowance amount will draw against Owner Contingency. Unused amounts of Allowances will be retained by the Owner. The proposed Allowance does not include CMAR Fee. CMAR Fee will be added to the cost of the work with each draw against allowance.

32. The GMP includes an allowance for the Electrical Building Height as noted in TAB 3 – GMP – Section D. The allowance is intended to cover costs in excess of the basis of the GMP as described in line 23 of this document. Costs in excess of the allowance amount will draw against Owner Contingency. Unused amounts of Allowances will be retained by the Owner. The proposed Allowance does not include CMAR Fee. CMAR Fee will be added to the cost of the work with each draw against allowance.

33. The GMP includes an allowance for the Pipe Tie-in to Existing as noted in TAB 3 – GMP – Section D. The allowance is intended to cover costs in excess of the basis of the GMP as described in line 25 of this document. Costs in excess of the allowance amount will draw against Owner Contingency. Unused amounts of Allowances will be retained by the Owner. The proposed Allowance does not include CMAR Fee. CMAR Fee will be added to the cost of the work with each draw against allowance.

TAB 3

GMP

PR 3 Volume 3 - GMP

BID ITEM	DESCIRIPTION	QTY	UOM	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	TOTAL COST
	Direct Costs (A)							
	RESERVOIR PUMP STATION							
	SITEWORK							
30200000	SITEWORK	1	LS	$ 2,092,369	$ 1,518,133	$ 928,470	$ 968,842	$ 5,507,814
	CONCRETE							
30330100	CAST-IN-PLACE CONCRETE	3214	CY	$ 3,480,403	$ 2,908,782	$ 431,778	$ 1,435,780	$ 8,256,743
30334000	PRECAST ELECTRICAL BUILDING	1	LS	$ 17,043	$ 316,654		$ 20,528	$ 354,225
	METALS							
30500000	MISC METALS- RESERVOIR PUMP STATION	1	LS	$ 163,623	$ 273,241	$ -	$ 42,543	$ 479,407
	WOOD, PLASTICS, COMPOSITES							
30600000	WOOD, PLASTICS, COMPOSITES	1	LS	$ 2,568	$ 1,677	$ -		$ 4,245
	THERMAL AND MOISTURE PROTECTION							
30700000	ELECTRICAL BLDG - PVC MEMBRANE ROOF SYSTEM	1	LS			$ 46,018		$ 46,018
	PAINTING AND COATING							
30900000	PAINTING AND COATING	1	LS	$ -	$ -	$ 246,674	$ -	$ 246,674
	SPECIALTIES							
31000000	SPECIALTIES	1	LS	$ 3,852	$ 2,789		$ -	$ 6,641
	ELECTRICAL							
32601000	RESERVOIR PS PACKAGE	1	LS	$ -	$ -	$ 6,362,689	$ -	$ 6,362,689
	INSTRUMENTATION & CONTROLS							
32700000	SUB - I&C	1	LS	$ 11,025	$ 56,438	$ 181,358	$ -	$ 248,821
	PROCESS PIPING							
34001000	PROCESS PIPING	1	LS	$ 1,202,751	$ 4,205,229	$ 100,759	$ 401,079	$ 5,909,818
	PROCESS EQUIPMENT							
34611250	INSTALL GATES	5	EA	$ 59,252	$ 153,240	$ -	$ 45,909	$ 258,401
34621330	INSTALL VERTICAL TURBINE PUMPS	4	EA	$ 308,161	$ 1,816,889	$ 8,000	$ 52,025	$ 2,185,075
Subtotal Cost of the Work: Direct Costs (A)								**$29,866,571**

PR 3 Volume 3 - GMP

BID ITEM	DESCRIPTION	QTY	UOM	LABOR COST	MATERIAL COST	DIRECT SUB COST	EQUIPMENT COST	TOTAL COST
	Construction Support Costs (B)							
	Taxes			Included				
	Liability Insurance			$ 313,599				
	Builder's Risk Insurance			$ 200,106				
	Bond			$ 209,066				
	Mobilization/Demobilization			$ 522,749				
	Temp Facilities (Trailers, Utilites, IT Support)			$ 466,065				
	Project MGMT Staff			$ 2,859,335				
Subtotal Construction Support Costs (B)				**$ 4,570,920**				**$ 4,570,920**
	Construction-Manager-at-Risk Fee (C)							
	CMAR Fee	9.0%		$ 3,099,374				
Subtotal CMAR Fee Amount (C)				**$ 3,099,374**				**$ 3,099,374**
Estimated Price (A+B+C)								**$37,536,865**
	Allowances and Contingencies (D)							
	Pump Station Tie-Back Allowance			$ 2,600,000				
	Electrical Building Height Allowance			$ 150,000				
	Pipe Tie-In to Existing Allowance			$ 700,000				
	Contractor Contingency	2.0%		$ 750,737				
	Owner Contingency	2.0%		$ 750,737				
Subtotal Contingencies (D)				**$ 4,951,475**				**$ 4,951,475**
Total Construction Phase Cost: (A+B+C+D)								**$42,488,340**

TAB 4

VALUE ENGINEERING LOG

Value Engineering Log

PR3 Volume 3

7/15/2025

Description	Cost Saving ($USD)	Time Savings (Cal Days)	Notes
RESERVOIR PUMP STATION			
Precast Building height	$ 97,023.00		Decrease building height from 14'6" to 12'. Cost carried as 12' building in GMP. Allowance added for taller building if needed.
Pipe Tie-In Locations	$ 587,238.00		Move discharge tie-in location to near existing above ground piping at Existing Pump Station to avoid going under existing lines to make tie ins. Cost carried assuming not crossing under existing lines. Allowance added if going under existing is required. Allowance could be utilized to remove and replace existing piping to prevent undermining.
Discharge Pipe Materials	$ 120,454.00		Replace steel discharge piping with ductile iron.
Secant Pile Wall	$ 3,008,000.00		Look at options to replace secant pile wall with something else. Cost carried in GMP assuming secant piles are not required. GMP includes cost similar to what was included at 90%. Allowance added to GMP should additional work or secant piles be required.
Reduce thickness of concrete or remove mass concrete requirements on 3'6" pours	$ 125,000.00		Requirement is currently greater than 39" pours require mass concrete measures.
Total	$ 3,937,715.00		

TAB 5

PRICE PROGRESSION LOG

Peace River PR3 - Vol 3 - Price Progression Log 90-100

Description	30%	60%	90%	GMP	Change from 90%	Explanation
Reservoir Pump Station						
Sitework	$ 8,916,359.00	$ 7,380,687.00	$ 8,542,269	$ 9,105,592	$ 563,323	Added concrete deadmen at bulkhead cap walls. Updated with market pricing for piles. Comparison includes $3,597,778 from EW Package
Concrete - Intake Pump Station	$ 6,235,656.00	$ 6,059,796.00	$ 7,248,992	$ 8,431,023	$ 1,182,031	Added tie-backs to bulkhead caps. Added measures for 'mass concrete'. Added measures for 'shrinkage controls' on mass concrete. Comparison includes $174,280 from EW Package.
Precast Building	$ -	$ 39,609.00	$ 437,124	$ 354,225	$ (82,899)	
Masonry	$ 69,093.00	$ 249,141.00	$ 71,529	$ -	$ (71,529)	Work removed from package. 54" piping stops short of existing wall.
Metals	$ 223,389.00	$ 645,899.00	$ 471,579	$ 479,408	$ 7,829	
Woods, Plastics, Composites	$ 4,530.00	$ -	$ 4,228	$ 4,245	$ 17	
Thermal & Moisture Protection	$ 30,268.00	$ 30,268.00	$ 185,263	$ 46,018	$ (139,245)	Updated market pricing
Openings	$ -	$ 7,449.00	$ -		$ (7,449)	
Painting & Coatings	$ 100,000.00	$ 635,732.00	$ 635,732	$ 246,674	$ (389,058)	Removed Coating interior of Pump Station
Special Construction	$ -	$ 7,926.00	$ 6,615	$ 6,640	$ 25	
HVAC	$ -	$ 100,000.00	$ -	$ -	$ -	HVAC included in precast
Electrical	$ 6,390,000.00	$ 6,122,449.00	$ 7,222,999	$ 6,362,689	$ (860,310)	Removed MV Package. Market Pricing
Instrumentation & Controls	$ 267,007.00	$ 370,980.00	$ 412,863	$ 248,820	$ (164,043)	Updated with market pricing.
Process Piping	$ 4,114,098.00	$ 5,607,807.00	$ 4,851,736	$ 5,909,818	$ 1,058,082	Piping includes allowance in fitting quantity for ODP
Process Equipment	$ 4,372,576.00	$ 3,260,788.00	$ 2,509,110	$ 2,443,475	$ (65,635)	Updated with market pricing
Reservoir Pump Station - Total	**$32,428,124**	**$32,209,789**	**$32,600,039**	**$33,638,627**	**$ 1,038,588**	
Subtotal - Direct Costs	**$32,428,124**	**$32,209,789**	**$32,600,039**	**$33,638,627**	**$ 1,038,588**	
Construction Support Costs						
Taxes	Included	Included	Included		N/A	
Liability Insurance	$ 340,495	$ 338,203	$ 342,300	$ 353,206	$ 10,905	
Builder's Risk Insurance	$ 217,268	$ 215,806	$ 218,420	$ 225,379	$ 6,959	
Bond	$ 226,997	$ 225,469	$ 228,200	$ 235,470	$ 7,270	
Mobilization/De-mobilization	$ 317,771.00	$ 317,771.00	$ 725,630	$ 700,093	$ (25,537)	Redcued due to use of Ranch House. Includes $177,344 from EW Package
Temp Facilities	$ 1,456,281.00	$ 1,788,813.00	$ 1,101,444	$ 815,684	$ (285,760)	Added ACC from Volume 3 and Water Plant. Reduced due to use of Ranch House. Includes $305,681 from EW Package
Project Management Staff	$ 4,426,814.00	$ 4,426,814.00	$ 5,211,283	$ 3,702,199	$ (1,509,084)	Reduced due to better understanding of project needs. Includes $842,864 from EW Package
Construction Support Costs - Total	**$6,985,627**	**$7,312,875**	**$7,827,278**	**$6,032,030**	**$ (1,795,248)**	
Fee (9%)	**$3,941,375**	**$3,952,266**	**$3,840,595**	**$3,596,525**	**$ (244,070)**	Fee Reduced to 9% from 10%
Contingencies and Allowances	**$6,503,269**	**$4,347,493**	**$2,021,366**	**$5,461,475**	**$ 3,440,109**	Added allowances for scope changes. Added owner contingency
Total Directs + Indirects + Fee	**$49,858,395**	**$47,822,423**	**$46,289,278**	**$48,728,658**	**$2,439,380**	

Price Progression log includes Early Works Package in GMP numbers for comparison purposes

TAB 6

RISK REGISTER

Updated: 7/15/2025

By: MJT

RISK MANAGEMENT REGISTER

PEACE RIVER - PR3 - VOLUME III

NET RISK $ 1,521,875

TOTAL: $ 1,521,875

ID	RISK TYPE	RISK ELEMENT	DATE IDENTIFIED	PROBABILITY	IMPACT	ESTIMATED VALUE	PROBABLE VALUE	TIME IMPACT (DAYS)	MITIGATION COST	STRATEGY	RESPONSE DESCRIPTION	ASSIGNED TO	RESPONSE PLAN ID	STATUS (Open/Closed)	SUBCONTRACTOR
1	Resources	Labor availability		Possible (50%)	Moderate (50%)	$ 350,000	$ 175,000		$ 87,500		Market continues to pressure labor resources. May require higher wages or out of area craft.			Open	
2	Design	Delays and management of excessive weather events		Likely (75%)	Moderate (50%)	$ 350,000	$ 262,500		$ 131,250		Deep excavations can be vulnerable to excessive rain events.			Open	
3	Planning	Unforseen environmental impacts		Unlikely (25%)	Significant (75%)	$ 50,000	$ 12,500	20.00	$ 9,375					Open	
4	Schedule	Availability of Materials due to market pressures		Possible (50%)	Moderate (50%)	$ 500,000	$ 250,000	40.00	$ 125,000		Lead Times could increase with market pressures			Open	
5	Escalation	Escalation of Materials due to Market Pressures		Possible (50%)	Minor (25%)	$ 500,000	$ 250,000		$ 62,500		Impacts of tarrifs unknown			Open	
6	Resources	Equipment Breakdowns		Possible (50%)	Minor (25%)	$ 50,000	$ 25,000		$ 6,250					Open	
7	Scope	Scope Changes - Design Enhancements		Unlikely (25%)	Moderate (50%)	$ 100,000	$ 25,000		$ 12,500		Scope refinements during construction can add unaticipated strains			Open	
8	Scope	Deep Excavation - Unforseen Impacts		Possible (50%)	Significant (75%)	$ 2,500,000	$ 1,250,000		$ 937,500		Deep Excavations with dewatering can lead to unanticiapted anomolies appearing			Open	
9	Resources	Labor Escalations - Long Duration		Possible (50%)	Minor (25%)	$ 300,000	$ 150,000		$ 37,500		Labor macroeconimics can change over the course of a project with a longer duration			Open	
10	Resources	Equipment Availability		Possible (50%)	Minor (25%)	$ 150,000	$ 75,000		$ 18,750		Equipment to be utilized is highly specialized			Open	
11	Planning	Hurricane Impacts		Possible (50%)	Significant (75%)	$ 250,000	$ 125,000	20.00	$ 93,750		Work will occur during hurricane season. Potential for damage to work and equipment			Open	

TAB 7

COMPENSATION

DRAW SCHEDULE

PROJECT NAME: **PRWA PR3 - Volume 3 Reservoir Pump Station GMP**
CONTRACTOR NAME: **Archer Western Construction**
CONTRACT NO.:
PROJECT NO.
CONTRACT AMOUNT: **$42,488,340.00**

PAY REQUEST NO.
FOR PERIOD ENDING:

PAY REQUEST #	PERIOD FROM (Date)	PERIOD TO (Date)	ACTUALS (Previous Paid / Approved Pay Request Balance Due)	ESTIMATED DRAWS (Estimated Total Work Performed + Estimated Stored Materials + Retainage)	BALANCE TO FINISH
1	12/1/25	12/31/25		$ 350,000.00	$ 42,138,340.00
2	1/1/26	1/31/26		$ 550,000.00	$ 41,588,340.00
3	2/1/26	2/28/26		$ 1,000,000.00	$ 40,588,340.00
4	3/1/26	3/31/26		$ 1,250,000.00	$ 39,338,340.00
5	4/1/26	4/30/26		$ 1,750,000.00	$ 37,588,340.00
6	5/1/26	5/31/26		$ 1,500,000.00	$ 36,088,340.00
7	6/1/26	6/30/26		$ 1,500,000.00	$ 34,588,340.00
8	7/1/26	7/31/26		$ 1,700,000.00	$ 32,888,340.00
9	8/1/26	8/31/26		$ 1,800,000.00	$ 31,088,340.00
10	9/1/26	9/30/26		$ 2,000,000.00	$ 29,088,340.00
11	10/1/26	10/31/26		$ 2,000,000.00	$ 27,088,340.00
12	11/1/26	11/30/26		$ 2,200,000.00	$ 24,888,340.00
13	12/1/26	12/31/26		$ 2,600,000.00	$ 22,288,340.00
14	1/1/27	1/31/27		$ 2,600,000.00	$ 19,688,340.00
15	2/1/27	2/28/27		$ 3,000,000.00	$ 16,688,340.00
16	3/1/27	3/31/27		$ 2,500,000.00	$ 14,188,340.00
17	4/1/27	4/30/27		$ 2,500,000.00	$ 11,688,340.00
18	5/1/27	5/31/27		$ 2,300,000.00	$ 9,388,340.00
19	6/1/27	6/30/27		$ 2,300,000.00	$ 7,088,340.00
20	7/1/27	7/31/27		$ 2,000,000.00	$ 5,088,340.00
21	8/1/27	8/31/27		$ 1,700,000.00	$ 3,388,340.00
22	9/1/27	9/30/27		$ 1,500,000.00	$ 1,888,340.00
23	10/1/27	10/31/27		$ 900,000.00	$ 988,340.00
24	11/1/27	11/30/27		$ 500,000.00	$ 488,340.00
25	12/1/27	12/31/27		$ 488,340.00	$ -

Date Printed 7/15/2025

TAB 8

DOCUMENT LIST

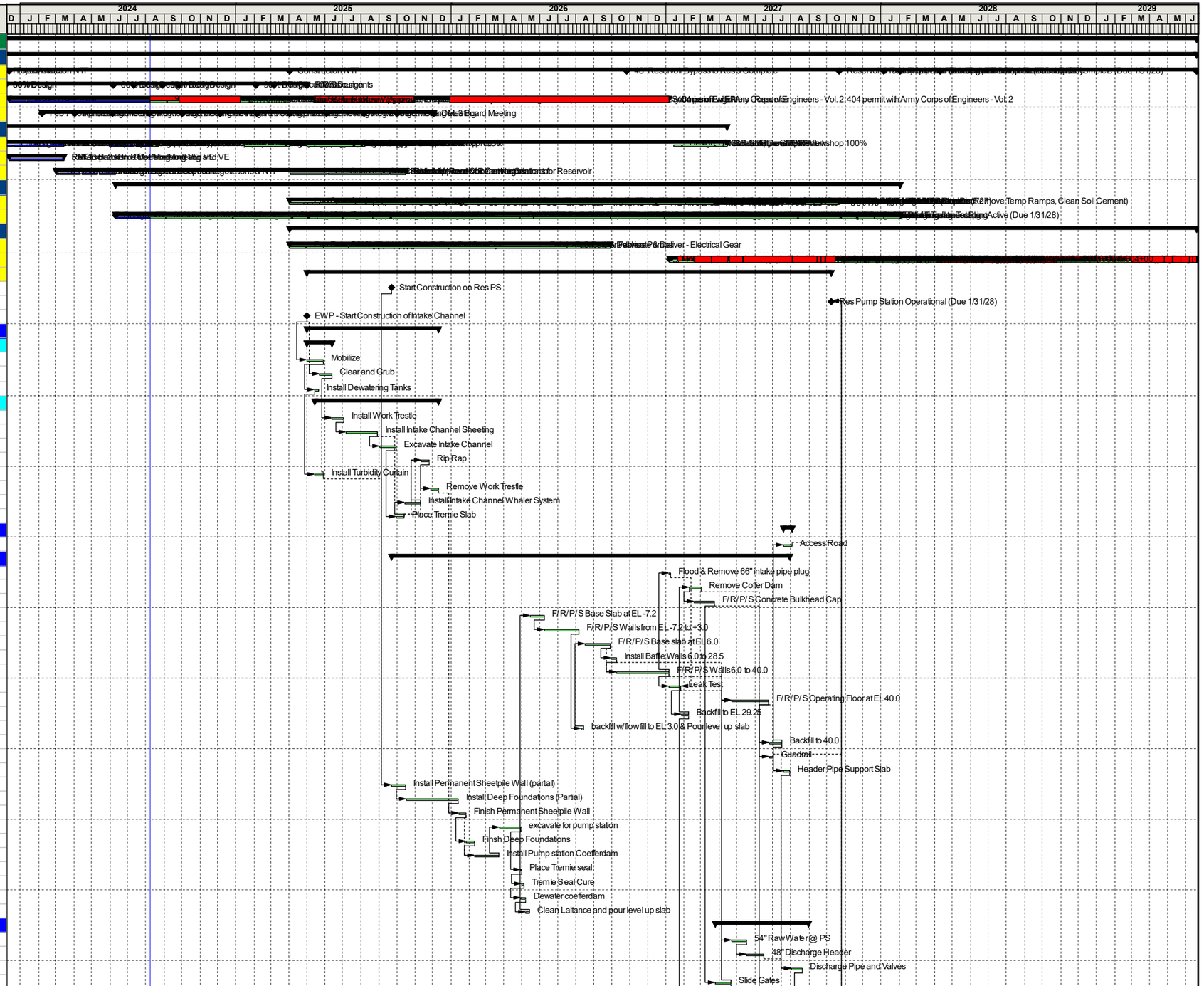
Document List

TYPE	DOCUMENT NAME	DATE
Drawings	Peace River (PR3) Reservoir Peace River Manasota Regional Water Supply Authority Construction Drawings Volume III – Reservoir Pump Station 100% Final Drawings	Dated: May 2025 Received: May 16th, 2025
Specifications	Peace River Manasota Regional Water Supply Authority Peace River Pumps Stations Design Construction Documents Project Manual – 100% Design	Received: May 16th, 2025

TAB 9

SCHEDULE

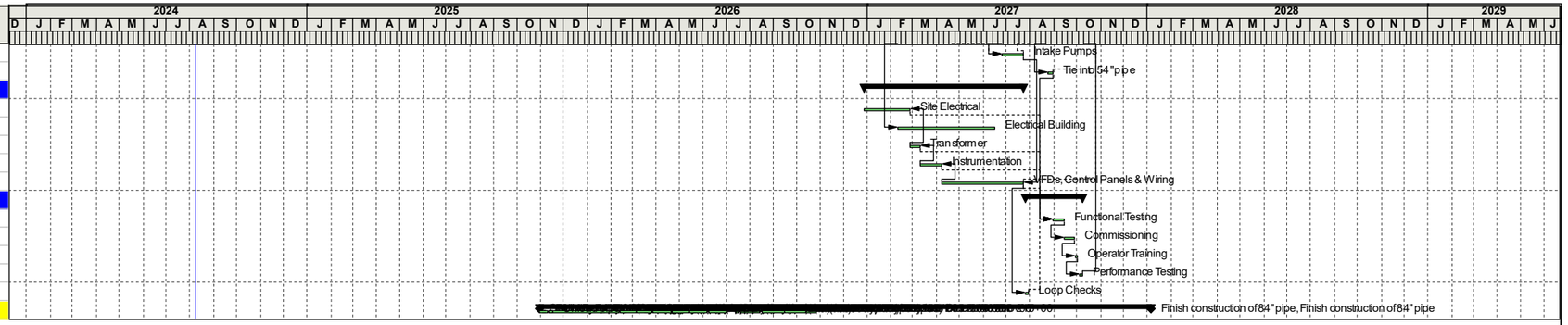
Activity ID	Activity Name	Start	Finish
PR3 Pumping and Conveyance 90%		06-Dec-23 A	19-Jun-29
Project Milestones		06-Dec-23 A	19-Jun-29
Construction Milestones		06-Dec-23 A	19-Jun-29
Design Milestones		06-Dec-23 A	01-May-25
Permitting Milestones		13-Dec-23 A	06-Jan-27
Board Meetings		07-Feb-24 A	03-Dec-25
Preconstruction Services		06-Dec-23 A	14-Apr-27
GMP Development		06-Dec-23 A	14-Apr-27
5-Year CIP Cost Modeling and Value Engineering Services		13-Dec-23 A	14-Mar-24 A
Reservoir & WTP Contracting		01-Mar-24 A	16-Oct-25
Construction Services by others		10-Jun-24 A	02-Feb-28
Volume I: Reservoir No. 3		02-Apr-25	22-Oct-27
Volume V: Treatment Plant Upgrade		10-Jun-24 A	02-Feb-28
Construction Services By AW		02-Apr-25	19-Jun-29
Procurement & Fabrication		02-Apr-25	28-Sep-26
Volume II: River Pump Station		07-Jan-27	19-Jun-29
Volume III: Reservoir Pump Station		01-May-25	08-Oct-27
A5200	Start Construction on Res PS	22-Sep-25	
A5210	Res Pump Station Operational (Due 1/31/28)		08-Oct-27*
A5850	EWP - Start Construction of Intake Channel	01-May-25	
Early Work Package		01-May-25	11-Dec-25
Site Work		01-May-25	12-Jun-25
A6060	Mobilize	01-May-25	29-May-25
RS1020	Clear and Grub	22-May-25	12-Jun-25
RS3250	Install Dewatering Tanks	15-May-25	21-May-25
Intake Channel		15-May-25	11-Dec-25
RS1030	Install Work Trestle	13-Jun-25	03-Jul-25
RS3160	Install Intake Channel Sheeting	07-Jul-25	29-Aug-25
RS3170	Excavate Intake Channel	02-Sep-25	29-Sep-25
RS3230	Rip Rap	11-Nov-25	24-Nov-25
RS3270	Install Turbidity Curtain	15-May-25	29-May-25
RS3280	Remove Work Trestle	28-Nov-25	11-Dec-25
RS3320	Install Intake Channel Whaler System	14-Oct-25	10-Nov-25
RS3330	Place Tremie Slab	30-Sep-25	13-Oct-25
Site Work		19-Jul-27	03-Aug-27
RS1040	Access Road	19-Jul-27	03-Aug-27
Structure		22-Sep-25	30-Jul-27
A5300	Flood & Remove 66" intake pipe plug	06-Jan-27	08-Jan-27
RS1050	Remove Coffer Dam	09-Feb-27	01-Mar-27
RS1060	F/R/P/S Concrete Bulkhead Cap	18-Feb-27	24-Mar-27
RS3020	F/R/P/S Base Slab at EL -7.2	15-May-26	08-Jun-26
RS3030	F/R/P/S Walls from EL -7.2 to +3.0	09-Jun-26	06-Aug-26
RS3050	F/R/P/S Base slab at EL 6.0	17-Aug-26	28-Sep-26
RS3060	Install Baffle Walls 6.0 to 28.5	29-Sep-26	08-Oct-26
RS3070	F/R/P/S Walls 6.0 to 40.0	09-Oct-26	05-Jan-27
RS3080	Leak Test	06-Jan-27	26-Jan-27
RS3090	F/R/P/S Operating Floor at EL 40.0	22-Apr-27	24-Jun-27
RS3100	Backfill to EL 29.25	27-Jan-27	08-Feb-27
RS3110	backfill w/flow fill to EL 3.0 & Pour level up slab	10-Aug-26	14-Aug-26
RS3120	Backfill to 40.0	25-Jun-27	16-Jul-27
RS3130	Guadrail	25-Jun-27	01-Jul-27
RS3140	Header Pipe Support Slab	19-Jul-27	30-Jul-27
RS3240	Install Permanent Sheetpile Wall (partial)	22-Sep-25	16-Oct-25
RS3260	Install Deep Foundations (Partial)	17-Oct-25	13-Jan-26
RS3300	Finish Permanent Sheetpile Wall	14-Jan-26	26-Jan-26
RS3310	excavate for pump station	24-Mar-26	29-Apr-26
RS3350	Finsh Deep Foundations	27-Jan-26	09-Feb-26
RS3390	Install Pump station Coefferdam	10-Feb-26	23-Mar-26
RS3400	Place Tremie seal	30-Apr-26	30-Apr-26
RS6020	Tremie Seal Cure	01-May-26	05-May-26
RS6030	Dewater coefferdam	30-Apr-26	07-May-26
RS6040	Clean Laitance and pour level up slab	08-May-26	14-May-26
Yard Pipe & Process Equipment		25-Mar-27	30-Aug-27
RS2040	54" Raw Water @ PS	22-Apr-27	17-May-27
RS2050	48" Discharge Header	18-May-27	15-Jun-27
RS4000	Discharge Pipe and Valves	02-Aug-27	20-Aug-27
RS5000	Slide Gates	25-Mar-27	21-Apr-27



Peace River Manasota Regional Water Supply Authority
Peace River Regional Reservoir - Vol. 3 Reservoir Pump Station
Archer Western

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

Activity ID	Activity Name	Start	Finish
RS5010	Intake Pumps	25-Jun-27	23-Jul-27
RS6010	Tie into 54" pipe	24-Aug-27	30-Aug-27
Electrical and Controls		28-Dec-26	23-Jul-27
RS1000	Site Electrical	28-Dec-26	25-Feb-27
RS3150	Electrical Building	09-Feb-27	15-Jun-27
RS4010	Transformer	25-Feb-27	11-Mar-27
RS4020	Instrumentation	11-Mar-27	08-Apr-27
RS4030	VFDs, Control Panels & Wiring	08-Apr-27	23-Jul-27
Startup & Commissioning Services		26-Jul-27	08-Oct-27
A2240	Functional Testing	31-Aug-27	14-Sep-27
A2250	Commissioning	15-Sep-27	28-Sep-27
A2260	Operator Training	29-Sep-27	01-Oct-27
A2270	Performance Testing	04-Oct-27	08-Oct-27
A2280	Loop Checks	26-Jul-27	30-Jul-27
Volume IV: Conveyance Pipelines		31-Oct-25	05-Jan-28



Peace River Manasota Regional Water Supply Authority
Peace River Regional Reservoir - Vol. 3 Reservoir Pump Station
Archer Western

Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

APPENDIX 1 – QUOTE BACK-UP/ SUB AND VENDOR LIST

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package 2: Sheet Pile			
Bidder	Price	Price Delta to Winner	Notes
Triad Metals International	$ 653,077.00	$ -	Chosen due to exisitng contract and pricing on Tie-rods
Nucor Skyline Steel LLC	$ 651,682.00	$ (1,395.00)	
JD Fields & Company	$ 657,602.00	$ 4,525.00	

Bid Package 4: Deep Foundations			
Bidder	Price	Price Delta to Winner	Notes
Keller	$ 3,619,924.00	$ -	Bond Rate: 1.2%
Scherzinger	Declined to Bid		See Appendix
Berkel	Declined to Bid		See Appendix
Geo-solutions	Declined to Bid		See Appendix

Bid Package 6: Concrete Supply			
Bidder	Price	Price Delta to Winner	Notes
SRM Concrete	$ 1,246,431.14	$ -	Bond Rate: 1.7%
Preferred Materials	$ 1,249,584.73	$ 3,153.59	Bond Rate: 1.7%
Titan	Declined to Bid		See Appendix

Bid Package 7: Rebar			
Bidder	Price	Price Delta to Winner	Notes
CMC Rebar	$ 386,815.80	$ -	Bond Rate: 1.77%
Harris Rebar	$ 411,401.55	$ 24,585.75	Bond Rate: 1.77%
American Blue Star	$ 419,268.99	$ 32,453.19	Bond Rate: 1.77%

Bid Package 9: Roofing			
Bidder	Price	Price Delta to Winner	Notes
Crowther Roofing	$ 46,018.14	$ -	Tax Included, Bond Rate: 1%
Advanced Roofing	Declined to Bid		See Appendix
Hurricane Roofing	Declined to Bid		See Appendix

Bid Package 11: Paint and Coatings			
Bidder	Price	Price Delta to Winner	Notes
Premier Coatings	$ 246,673.69	$ -	Bond Rate: 5%
Universal Painting	Declined to Bid		See Appendix
Exceletech	Declined to Bid		See Appendix

Bid Package 12: Pre-Engineered Precast Concrete Building			
Bidder	Price	Price Delta to Winner	Notes
Bay Area Precast	$ 315,328.13	$ -	Bond Rate: 3%, 12' building height
CMS	$ 405,883.15	$ 90,555.02	Bond Rate: 3%

Bid Package 13: Electrical			
Bidder	Price	Price Delta to Winner	Notes
Miller Electric	$ 20,800,634.88	$ -	Bond Rate: .9%

Bid Package 14: I&C			
Bidder	Price	Price Delta to Winner	Notes
Gray Matter	$ 177,731.00	$ -	
Inframark	$ 252,596.00	$ 74,865.00	
Revere	$ 348,961.00	$ 171,230.00	
CEC	$ 435,500.00	$ 257,769.00	

Bid Package 15: Process Pipe			
Bidder	Price	Price Delta to Winner	Notes
McDade	$ 2,797,085.03	$ -	
Ferguson	$ 3,239,468.94	$ 442,383.91	Submittals and Fright included
Core & Main	$ 657,719.66	$ (2,139,365.37)	Incomplete Bid - Valves Only, NR on pipe and accessories

Bid Package 16: Steel Pipe			
Bidder	Price	Price Delta to Winner	Notes
Northwest	$ 669,072.00	$ -	
American	$ 849,932.00	$ 180,860.00	
Thompson	$ 694,259.00	$ 25,187.00	Incomplete Bid
Ferguson	$ 800,911.00	$ 131,839.00	Incomplete Bid

Bid Package 17: Cathodic Protection			
Bidder	Price	Price Delta to Winner	Notes
Southern	$ 34,311.00	$ -	Bond Rate: 2%
Corpro	$ -	$ (34,311.00)	Incomplete Bid

Bid Package 19: Slide Gates			
Bidder	Price	Price Delta to Winner	Notes
FC Specialties	$ 141,294.00	$ -	Bond Rate: 2.0%
Envirosales	$ 164,756.17	$ 23,462.17	Bond Rate: 1.9%
Trippensee Shaw	$ 165,598.15	$ 24,304.15	Bond Rate: 1.9%
Moss Kelly	Declined to Bid		See Appendix

Bid Package 20: Verticle Turbine Pumps			
Bidder	Price	Price Delta to Winner	Notes
Carter Ver Planck	$ 1,755,959.08	$ -	Florserve Pumps
Trippensee Shaw	$ 2,209,596.00	$ 453,636.92	Afton Pumps

Bid Package 21: Misc Metals			
Bidder	Price	Price Delta to Winner	Notes
PMWI	$ 248,761.80	$ -	Bond Rate: 5%
JR Hoe	$ 341,317.20	$ 92,555.40	Bond Rate: 5%
DK Construction	$ -	$ (248,761.80)	Incomplete Scope

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Peace River Manasota Regional Water Supply Authority

Bid Package	Description	QTY	UM	Vendor		
				JD Fields & Company	Nucor Skyline Steel LLC	Triad Metals International
				Original	**Original**	**Original**
2	Sheet Pile	1	LS	$ 569,833	$ 568,560	$ 578,589
2	Tie Rods	1	LS	$ 87,769	$ 83,122	$ 74,488
			Total	$ 657,602	$ 651,682	$ 653,077
			Total w/ Bond	$ 657,602	$ 651,682	$ 653,077

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor			
				Keller	Scherzinger	Berkel	Nicholson
				Original	**Original**	**Original**	**Original**
4	Auger Cast Pile	1	LS	$ 736,000	$ -	$ -	$ -
	Secant Pile Wall	1	LS	$ 2,841,000	$ -	$ -	$ -
			Total	$ 3,577,000			
			Total w/ Bond	$ 3,619,924			

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor					
				Preferred Materials		SRM Concrete		Titan	
				Unit Price/ YD		**Unit Price/ YD**		**Unit Price/ YD**	
6	3000 PSI	21	CY	*$ 160*	*$ 3,360*	$ 166	*$ 3,486*	$ -	$ -
	3000 PSI W/ HRWR	840	CY	*$ 164*	*$ 137,760*	$ 166	*$ 139,440*	$ -	$ -
	4000 PSI W/ HRWR	107	CY	*$ 170*	*$ 18,154*	$ 175	*$ 18,688*	$ -	$ -
	4500 PSI	2573	CY	*$ 170*	*$ 437,325*	$ 178	*$ 457,905*	$ -	$ -
	5000 PSI	70	CY	*$ 205*	*$ 14,432*	$ 200	*$ 14,080*	$ -	$ -
	Flow Fill	455	CY	*$ 170*	*$ 77,350*	$ 148	*$ 67,340*	$ -	$ -
	Xypex	2450	CY	*$ 150*	*$ 367,500*	$ 150	*$ 367,500*	$ -	$ -
	Load and fuel surcharge				$ 87,694		$ 72,250		
			Total w/ Bond	*$*	*1,163,817*	*$*	*1,160,879*	*$*	-
			Total w/ Tax (7.5%)	*$*	*1,249,585*	*$*	*1,246,431*	*$*	-

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor: Harris Rebar		CMC Rebar		American Blue Star	
				Unit Price/ Ton	Extended	Unit Price/ Ton	Extended	Unit Price/ Ton	Extended
7	Rebar	300	TN	$ 1,255	$ 376,500	$ 1,180	$ 354,000	$ 1,279	$ 383,700
			Total w/ Bond	$	383,164	$	360,266	$	390,491
			Total w/ Tax (7.5%)	$	411,402	$	386,816	$	419,269

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor		
				Crowther Roofing	Advanced Roofing	Hurricane Roofing
				Original	**Original**	**Original**
9	Roofing	1	LS	$ 45,558	$ -	$ -
			Total w/ Bond	$ 46,018		

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor		
				Premier Coatings	Universal Painting	Exceletech
				Original	**Original**	**Original**
11	Paint and Coatings	1	LS	$ 234,340	$ -	$ -
			Total w/ Bond	$ 246,674		

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor	
				CMS	Bay Area Precast
				Original	**Original**
12	Pre-Engineered Precast Concrete Building	1	LS	$ 367,154.40	$ 285,240.00
			Total w/ Bond	$ 378,346.57	$ 293,935.13
			Total w/ Tax (7.5%)	$ 405,883.15	$ 315,328.13

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor	
				Miller Electric	
				Original	
13	Electrical	1	LS	$ 20,594,688.00	$ -
			Total w/ Bond	$ 20,800,634.88	
			Total w/ Tax (7.5%)		

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor			
				Revere	Inframark	CEC	Gray Matter
				Original	**Original**	**Original**	**Original**
14	I&C	1	LS	$ 348,961	$ 252,596	$ 435,500	$ 177,731
			Total	$ 348,961	$ 252,596	$ 435,500	$ 177,731

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Peace River Manasota Regional Water Supply Authority

Line Item	Description	QTY	UM	Vendor					
				Ferguson		McDade		Core & Main	
				Unit Price	Extended	Unit Price	Extneded	Unit Price	Extended
	Process Pipe & Fittings							Incomplete BID	
1	6" Type 316ss Blind Flange w/ 2" Tap	3	Each	$ 825.00	$ 2,475.00	$ 952.94	$ 2,858.82	$ -	$ -
2	Wall Pipe: 6" x 1' - 8" FL x FL w/ WC sch10S Type 316ss	3	Each	$ 2,844.00	$ 8,532.00	$ 2,661.88	$ 7,985.64	$ -	$ -
3	Pipe: 6" x 20' FL x FL sch10S Type 316ss	3	Each	$ 6,588.00	$ 19,764.00	$ 3,501.48	$ 10,504.44	$ -	$ -
4	Pipe: 6" x 14' FL x PE sch10s Type 316ss	3	Each	$ 5,028.00	$ 15,084.00	$ 2,049.17	$ 6,147.51	$ -	$ -
8	Fitting: 24" x 14" x 24" FL Reducing TEE	5	Each	$ 10,324.86	$ 51,624.30	$ 9,912.50	$ 49,562.50	$ -	$ -
11	Pipe: 24" x 3' FL x PE	5	Each	$ 3,963.42	$ 19,817.10	$ 3,729.26	$ 18,646.30	$ -	$ -
13	24" Blind Flange	7	Each	$ 3,345.27	$ 23,416.89	$ 3,211.67	$ 22,481.69	$ -	$ -
14	48" Blind Flange	2	Each	$ 23,180.81	$ 46,361.62	$ 22,255.00	$ 44,510.00	$ -	$ -
15	Fitting: 48" x 24" x 48" FL Reducing TEE	7	Each	$ 61,071.62	$ 427,501.34	$ 58,632.50	$ 410,427.50	$ -	$ -
16	Fitting: 48" x 24" x 48" FL Reducing TEE w/6" FL side outlet	5	Each	$ 61,071.62	$ 305,358.10	$ 65,269.95	$ 326,349.75	$ -	$ -
17	Pipe: 48" x 2' - 6 3/4" FLxFL	9	Each	$ 36,833.58	$ 331,502.22	$ 35,552.89	$ 319,976.01	$ -	$ -
18	Pipe: 48" x 1'-3 5/8" FL x FL	2	Each	$ 35,407.12	$ 70,814.24	$ 34,092.40	$ 68,184.80	$ -	$ -
21	Fitting: 54" x 48" FL Concrentric Reducer w/1" tap	2	Each	$ 27,260.41	$ 54,520.82	$ 30,019.35	$ 60,038.70	$ -	$ -
22	Fitting: 54" FL TEE	2	Each	$ 96,055.68	$ 192,111.36	$ 65,881.72	$ 131,763.44	$ -	$ -
23	54" Blind Flange w/6" FL outlet	2	Each	$ 31,472.00	$ 62,944.00	$ 44,799.58	$ 89,599.16	$ -	$ -
24	Pipe: 54" x 15' FL x PE	2	Each	$ 108,075.52	$ 216,151.04	$ 55,846.43	$ 111,692.86	$ -	$ -
25	Fitting: 54" MJ 90	2	Each	$ 65,822.60	$ 131,645.20	$ 45,569.89	$ 91,139.78	$ -	$ -
33	Fitting: 14" x 4" FL Concentric Reducer	5	Each	$ 16,247.47	$ 81,237.35	$ 1,525.33	$ 7,626.65	$ -	$ -
38	Pipe: 6" x 8" FL x FL	6	Each	$ 608.98	$ 3,653.88	$ 573.71	$ 3,442.26	$ -	$ -
42	Wall Pipe: 6" x 2' MJ x PE w/WC	2	Each	$ 623.90	$ 1,247.80	$ 1,667.96	$ 3,335.92	$ -	$ -
55	Pipe: 4" x 3' FL x FL	5	Each	$ 596.10	$ 2,980.50	$ 565.07	$ 2,825.35	$ -	$ -
56	Pipe: 4" x 8' - 11" FL x PE	5	Each	$ 754.29	$ 3,771.45	$ 716.22	$ 3,581.10	$ -	$ -
57	Fitting: 4" 90° Bend	5	Each	$ 263.87	$ 1,319.35	$ 261.78	$ 1,308.90	$ -	$ -
58	4" Male NPT x 4" Class 150# ANSI Flange 316ss	5	Each	$ 1,431.25	$ 7,156.25	$ 564.71	$ 2,823.55	$ -	$ -
59	Pipe: 6" x 5' - 3" FL x FL	6	Each	$ 938.63	$ 5,631.78	$ 886.51	$ 5,319.06	$ -	$ -
60	Pipe: 6" x 12' - 8" FL x PE	2	Each	$ 1,215.15	$ 2,430.30	$ 1,151.21	$ 2,302.42	$ -	$ -
61	Pipe: 6" x 11' - 4" FL x PE	5	Each	$ 1,105.27	$ 5,526.35	$ 1,046.94	$ 5,234.70	$ -	$ -
62	Fitting: 6" 90° Bend	6	Each	$ 323.77	$ 1,942.62	$ 321.19	$ 1,927.14	$ -	$ -
63	6" Male NPT x 6" Class 150# ANSI Flange 316ss	6	Each	$ 2,118.75	$ 12,712.50	$ 854.12	$ 5,124.72	$ -	$ -
	Process Pipe & Fittings		**Total**		**$ 2,109,233.36**		**$ 1,816,720.67**		**$ -**
	Process Pipe & Fittings		**Total w/ Tax**						
	Valves / Joints								
7	24" FL Dismantling Joint	5	Each	$ 5,437.29	$ 27,186.45	$ 3,969.04	$ 19,845.20	$ -	$ -
9	VLV: 24" FL Check Valve	5	Each	$ 39,685.95	$ 198,429.75	$ 39,217.11	$ 196,085.55	$ 37,256.25	$ 186,281.25
10	VLV: 24" FL Butterfly Valve	5	Each	$ 9,340.31	$ 46,701.55	$ 8,881.58	$ 44,407.90	$ 8,437.50	$ 42,187.50
12	24" FL Harnessed Coupling Adapter	5	Each	$ 8,458.87	$ 42,294.35	$ 3,077.82	$ 15,389.10	$ -	$ -
19	VLV: 48" FL Butterfly Valve	3	Each	$ 38,399.07	$ 115,197.21	$ 36,513.16	$ 109,539.48	$ 34,687.50	$ 104,062.50
20	48" FL Dismantling Joint	2	Each	$ 21,518.91	$ 43,037.82	$ 12,728.03	$ 25,456.06	$ -	$ -
26	54" DIP to Steel Pipe Transition Coupling	2	Each	$ 64,764.37	$ 129,528.74	$ 5,390.26	$ 10,780.52	$ -	$ -
34	VLV: 4" Plug Valve	5	Each	$ 1,003.51	$ 5,017.55	$ 1,060.12	$ 5,300.60	$ 906.51	$ 4,532.55
35	VLV: 4" ARV	5	Each	$ 6,368.02	$ 31,840.10	$ 6,185.48	$ 30,927.40	$ 5,752.50	$ 28,762.50
39	VLV: 6" Plug Valve	6	Each	$ 1,347.99	$ 8,087.94	$ 1,391.17	$ 8,347.02	$ 1,217.70	$ 7,306.20
40	VLV: 6" ARV	6	Each	$ 6,368.02	$ 38,208.12	$ 9,612.41	$ 57,674.46	$ 8,939.54	$ 53,637.24
68	VLV: 30" Butterfly Valve	3	Each	$ 14,944.50	$ 44,833.50	$ 14,210.53	$ 42,631.59	$ 13,500.00	$ 40,500.00
69	VLV: 36" Butterfly Valve	2	Each	$ 22,105.41	$ 44,210.82	$ 21,019.74	$ 42,039.48	$ 19,968.75	$ 39,937.50
70	VLV: 54" Butterfly Valve	2	Each	$ 57,909.93	$ 115,819.86	$ 55,065.79	$ 110,131.58	$ 52,312.50	$ 104,625.00
74	30" Mechanical Coupling per 400524.23 2.6 E.	3	Each	$ 1,403.86	$ 4,211.58	$ 942.40	$ 2,827.20	$ -	$ -
75	36" Mechanical Coupling per 400524.23 2.6 E.	2	Each	$ 2,020.26	$ 4,040.52	$ 1,074.72	$ 2,149.44	$ -	$ -
76	54" Mechanical Coupling per 400524.23 2.6 E.	2	Each	$ 3,179.35	$ 6,358.70	$ 2,278.17	$ 4,556.34	$ -	$ -
	Valves / Joints		**Total**		**$ 905,004.56**		**$ 728,088.92**		**$ 611,832.24**
	Valves / Joints		**Total w/ Tax**						
	PVC & Accessories								
5	Accs: 6" Flange Stud Kit & Gasket	3	Each	$ 253.23	$ 759.69	$ 39.29	$ 117.87	$ -	$ -
6	Accs: 6" Flange Stud Kit & Gasket	5	Each	$ 186.97	$ 934.85	$ 39.29	$ 196.45	$ -	$ -

27	Accs: 24" BFV Bolt & Gasket Sets	9	Each	$ 498.48	$ 4,486.32	$ 429.40	$ 3,864.60	$ -	$ -
28	Accs: 24" Bolt & Gasket Sets	25	Each	$ 498.48	$ 12,462.00	$ 429.40	$ 10,735.00	$ -	$ -
29	Accs: 48" BFV Bolt & Gasket Sets	5	Each	$ 1,859.27	$ 9,296.35	$ 1,485.12	$ 7,425.60	$ -	$ -
30	Accs: 48" Bolt & Gasket Sets	21	Each	$ 1,859.27	$ 39,044.67	$ 1,485.12	$ 31,187.52	$ -	$ -
31	Accs: 54" Bolt & Gasket Sets	4	Each	$ 2,726.01	$ 10,904.04	$ 2,293.77	$ 9,175.08	$ -	$ -
32	Accs: 54" MEGA Lug w/hardware	3	Each	$ 9,886.48	$ 29,659.44	$ 10,751.82	$ 32,255.46	$ -	$ -
36	Accs: 14" Bolt & Gasket Sets	5	Each	$ 236.14	$ 1,180.70	$ 194.73	$ 973.65	$ -	$ -
37	Accs: 4" Bolt & Gasket Sets	9	Each	$ 59.83	$ 538.47	$ 29.38	$ 264.42	$ -	$ -
41	Accs: 6" Bolt & Gasket Sets	17	Each	$ 84.84	$ 1,442.28	$ 39.29	$ 667.93	$ -	$ -
43	Accs: 6" PVC MEGA LUG w/hardware	2	Each	$ 68.74	$ 137.48	$ 68.18	$ 136.36	$ -	$ -
44	Fitting: 6" SCH. 80 PVC WYE	8	Each	$ 190.97	$ 1,527.76	$ 185.30	$ 1,482.40	$ -	$ -
45	Fitting: 6" SCH. 80 PVC 45° Fitting	22	Each	$ 55.93	$ 1,230.46	$ 54.26	$ 1,193.72	$ -	$ -
46	6" Ductile Iron Cleanout w/cover (Watts CO-200-RX-4)	3	Each	$ 275.85	$ 827.55	$ 1,382.15	$ 4,146.45	$ -	$ -
47	Fitting: 6" x 6" x 4" SCH. 80 PVC WYE	11	Each	$ 145.54	$ 1,600.94	$ 141.22	$ 1,553.42	$ -	$ -
48	Fitting: 4" SCH. 80 PVC 45°	22	Each	$ 44.41	$ 977.02	$ 43.09	$ 947.98	$ -	$ -
49	7" Rim Strainer for 4" Drain (Watts FD-100-ER)	11	Each	$ 282.50	$ 3,107.50	$ 1,014.75	$ 11,162.25	$ -	$ -
50	7" Rim Strainer for 6" Drain (Watts FD-100-ER)	6	Each	$ 437.50	$ 2,625.00	$ 1,014.75	$ 6,088.50	$ -	$ -
51	6" C900 DR14 Vent Cap with bug screen	2	Each	$ 260.00	$ 520.00	$ 364.58	$ 729.16	$ -	$ -
52	Pipe: 6" SCH 80 PVC	200	Linear Feet	$ 13.74	$ 2,748.00	$ 16.98	$ 3,396.00	$ -	$ -
53	Pipe: 4" SCH 80 PVC	100	Linear Feet	$ 7.10	$ 710.00	$ 8.80	$ 880.00	$ -	$ -
54	6" Ductile Iron Cleanout w/cover (Watts CO-200-RX-4)	3	Each	$ 275.85	$ 827.55	$ 1,382.15	$ 4,146.45	$ -	$ -
64	Accs: 4" Insulation Kit Bolt & Gasket	5	Each	$ 276.22	$ 1,381.10	$ 125.56	$ 627.80	$ -	$ -
65	Accs: 6" Insulation Kit Bolt & Gasket	6	Each	$ 406.68	$ 2,440.08	$ 170.88	$ 1,025.28	$ -	$ -
66	Accs: 4" Bolt & Gasket Kit	9	Each	$ 59.83	$ 538.47	$ 29.38	$ 264.42	$ -	$ -
67	Accs: 6" Bolt & Gasket Kit	11	Each	$ 84.84	$ 933.24	$ 39.29	$ 432.19	$ -	$ -
71	Accs: 30" BFV Bolt & Gasket Set	5	Each	$ 2,396.62	$ 11,983.10	$ 931.83	$ 4,659.15	$ -	$ -
72	Accs: 36" BFV Bolt & Gasket Set	3	Each	$ 3,378.68	$ 10,136.04	$ 1,535.36	$ 4,606.08	$ -	$ -
73	Accs: 54" BFV Bolt & Gasket Set	3	Each	$ 7,829.90	$ 23,489.70	$ 3,311.42	$ 9,934.26	$ -	$ -
77	Accs: 6" Detectable Warning Tape	715	Linear Feet	$ 0.11	$ 77.22	$ 0.10	$ 74.26	$ -	$ -
78	Accs: Adjustable Cast Iron Vavle Box Tops	5	Each	$ 765.80	$ 3,829.00	$ 220.71	$ 1,103.55	$ -	$ -
79	Accs: Adjustable Cast Iron Valve Extension	27	Linear Feet	$ 250.00	$ 6,750.00	$ 20.40	$ 550.80	$ -	$ -
80	Accs: Brass ID Tags for vlvs (Details 3 & 4 Sheet 3C-502)	5	Each	NO BID	NO BID	$ 25.00	$ 125.00	$ -	$ -
	PVC & Accessories		**Total**		**$ 189,106.02**		**$ 156,129.06**		**$ -**
	PVC & Accessories		**Total w/ Tax**						
	Pipe Support Systems								
81	Pipe Supports for RWS system	1	Lump Sum	$ 23,487.50	$ 23,487.50	$ 20,632.50	$ 20,632.50	$ -	$ -
82	Pipe Supports for ARV system	1	Lump Sum	$ 12,637.50	$ 12,637.50	$ 20,632.50	$ 20,632.50	$ -	$ -
	Pipe Support Systems		**Total**		**$ 36,125.00**		**$ 41,265.00**		**$ -**
	Pipe Support Systems		**Total w/ Tax**						
	Supplier Added Items								
	FREIGHT TO JOBSITE	1	Lump Sum			$ 850.00	$ 850.00		
	LUMP SUM - SUBMITTALS	1	Lump Sum			$ 500.00	$ 500.00		
	LUMP SUM - O&M'S	1	Lump Sum			$ 500.00	$ 500.00		
	ADDITIONAL VALVE WARRANTY FOR 5 YEAR ON VALVES	1	Lump Sum			$ 48,531.38	$ 48,531.38	$ 45,887.42	$ 45,887.42
	START-UP / TRAINING FOR AIR/OIL CUSHIONED CHECK VALVE/S (8 HOUR MAX PER DAY)	1	Day			$ 2,500.00	$ 2,500.00		
	LINE DRAWINGS FOR DUCTILE IRON PIPING	2	Sheet			$ 1,000.00	$ 2,000.00		
	Supplier Added Items		**Total**				**$ 54,881.38**		**$ 45,887.42**
	Quanities are higher than shown on plans to accomadate for extra materials that may be needed.								
	Tax is not included as this bid package is assumed to be ODP.								
			Total		**$ 3,239,468.94**		**$ 2,797,085.03**		**$ 657,719.66**

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor	
				Corpro	Southern
				Original	**Original**
17	Cathodic Protection	1	LS	$ -	$ 33,625
			Total w/ Bond	$ -	$ 34,311
			Total w/ Tax (7.5%)	$ -	$ 36,833

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Peace River Manasota Regional Water Supply Authority

Line Item	Description	QTY	UM	Vendor							
				Thompson		American		Northwest		Ferguson	
				Unit Price	Extended	Unit Price	Extneded	Unit Price	Extended	Unit Price	Extended
	Steel Pipe			Incomplete BID						Incomplete BID	
1	Pipe: 54" ID x 0.235" Steel Pipe CML x PU OD. Lap weld joint, 50' nom.	440	Linear Feet	$ 1,243.10	$ 546,964.00	$ 488.00	$ 214,720.00	$ 434.00	$ 190,960.00	$ -	$ -
8	Pipe: 36" ID x 0.210" Steel Pipe CML x PU OD. Lap weld joint, 50' nom.	37	Linear Feet	$ -	$ -	$ 423.00	$ 15,651.00	$ 892.00	$ 33,004.00	$ -	$ -
20	Pipe: 30" ID x 0.210" Steel Pipe CML x PU OD. Lap weld joint, 50' nom.	209	Linear Feet	$ -	$ -	$ 357.00	$ 74,613.00	$ 370.00	$ 77,330.00	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Steel Pipe		**Total**		**$ 546,964.00**		**$ 304,984.00**		**$ 301,294.00**		**$ -**
	Bends / Flanges / Closure										
3	Bend: 54" ID x 22.5° - 45° 3 Piece Bend	2	Each	$ -	$ -	$ 8,717.00	$ 17,434.00	$ 9,695.00	$ 19,390.00	$ -	$ -
4	Pipe: 36" ID x 0.210" x PE 90° Radial Outlet on 54" Pipe	2	Each	$ -	$ -	$ 10,395.00	$ 20,790.00	$ 5,851.00	$ 11,702.00	$ -	$ -
5	Pipe: 30" ID x 0.210" x PE 90° Radial Outlet on 54" Pipe	3	Each	$ -	$ -	$ 8,840.00	$ 26,520.00	$ 2,925.00	$ 8,775.00	$ -	$ -
10	Bend: 36" ID x 12.5° - 12.5° 1 Piece Bend	2	Each	$ -	$ -	$ 4,664.00	$ 9,328.00	$ 4,129.00	$ 8,258.00	$ -	$ -
11	Pipe: 36" ID x 0.210" x PE 90° Radial Outlet on 36" Pipe	2	Each	$ -	$ -	$ 35,937.00	$ 71,874.00	$ 3,651.00	$ 7,302.00	$ -	$ -
12	36" Steel Closure Weld End	3	Each	$ -	$ -	$ -	$ -	$ 31,050.00	$ 31,050.00	$ -	$ -
13	36" Steel Closure Restraint	3	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	36" Steel Closure Double Spigot Adapter	2	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15	36" Steel Closure Ring	3	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	36" Steel Closure Gasket	3	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	36" Steel Closure Follower Ring	3	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	36" Steel Closure Cylinder	2	Each	$ 50,935.00	$ 50,935.00	$ -	$ -	$ -	$ -	$ -	$ -
19	Steel Closure Hardware for 36" Closure	1	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Bend: 30" ID x 22.5° - 45° 3 Piece Bend	8	Each	$ -	$ -	$ 10,014.00	$ 80,112.00	$ 5,488.00	$ 43,904.00	$ -	$ -
23	Bend: 30" ID x 67.5° - 90° 5 Piece Bend	2	Each	$ -	$ -	$ 15,578.00	$ 31,156.00	$ 9,590.00	$ 19,180.00	$ -	$ -
24	Pipe: 30" ID x 0.210" x PE 90° Radial Outlet on 30" Pipe	4	Each	$ -	$ -	$ 24,839.00	$ 99,356.00	$ 2,923.00	$ 11,692.00	$ -	$ -
25	30" Steel Closure Weld End	6	Each	$ -	$ -	$ -	$ -	$ 17,125.00	$ 34,250.00	$ -	$ -
26	30" Steel Closure Restraint	6	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	30" Steel Closure Double Spigot Adapter	4	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	30" Steel Closure Ring	6	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
29	30" Steel Closure Gasket	6	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	30" Steel Closure Follower Ring	6	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31	30" Steel Closure Cylinder	2	Each	$ 48,180.00	$ 96,360.00	$ -	$ -	$ -	$ -	$ -	$ -
32	Steel Closure Hardware for 30" Closure	2	Each	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Bends / Flanges / Closure		**Total**		**$ 147,295.00**		**$ 356,570.00**		**$ 195,503.00**		**$ -**
	Flanges & Accessories										
2	Fitting: DIP to Steel Pipe Transition Coupling	2	Each	$ -	$ -	$ -	$ -	$ 15,925.00	$ 31,850.00	$ -	$ -
6	54" ID Class D Flange	5	Each	$ -	$ -	$ 7,536.00	$ 37,680.00	$ 5,441.00	$ 27,205.00	$ -	$ -
7	54" Steel Blind Flange	2	Each	$ -	$ -	$ 20,889.00	$ 41,778.00	$ 12,073.00	$ 24,146.00	$ -	$ -
9	36" ID Class D Flange	3	Each	$ -	$ -	$ 3,496.00	$ 10,488.00	$ 3,275.00	$ 9,825.00	$ -	$ -
21	30" ID Class D Flange	6	Each	$ -	$ -	$ 2,723.00	$ 16,338.00	$ 2,553.00	$ 15,318.00	$ -	$ -
33	3" weld Lead/ Pass Hole W/ Threaded 3" Plug on 54" pipe (Located Every 450')	2	Each	$ -	$ -	$ 780.00	$ 1,560.00	$ 625.00	$ 625.00	$ -	$ -
36	54" x 0.235" x 12" Butt Strap	15	Each	$ -	$ -	$ 368.00	$ 5,520.00	$ 953.00	$ 14,295.00	$ -	$ -
37	36" x 0.210" x 12" Butt Strap	5	Each	$ -	$ -	$ 303.00	$ 1,515.00	$ 792.00	$ 3,960.00	$ -	$ -
38	30" x 0.210" x 12" Butt Strap	10	Each	$ -	$ -	$ 283.00	$ 2,830.00	$ 738.00	$ 7,380.00	$ -	$ -
39	30" Outlet on 54" Pipe for Access Manway (Located Every 2000')	2	Each	$ -	$ -	$ 16,061.00	$ 32,122.00	$ 8,820.00	$ 17,640.00	$ -	$ -
42	54" Weld After Backfill Shrink Sleeve and Underlay Sleeve	17	Each	$ -	$ -	$ 283.00	$ 4,811.00	$ 200.00	$ 3,400.00	$ -	$ -
43	36" Weld After Backfill Shrink Sleeve and Underlay Sleeve	5	Each	$ -	$ -	$ 203.00	$ 1,015.00	$ 139.00	$ 695.00	$ -	$ -
44	30" Weld After Backfill Shrink Sleeve and Underlay Sleeve	5	Each	$ -	$ -	$ 173.00	$ 865.00	$ 109.00	$ 545.00	$ -	$ -
45	Shrink Sleeve Torch	25	Each	$ -	$ -	$ 1,271.00	$ 31,775.00	$ 605.00	$ 15,125.00	$ -	$ -
46	Polyurethane Touch up/ Repair Kit	1	Lump Sum	$ -	$ -	$ 81.00	$ 81.00	$ 133.00	$ 133.00	$ -	$ -
47	Mortar Lining Material - For Lining Touch-Up and Patching	1	Lump Sum	$ -	$ -	$ -	$ -	$ 133.00	$ 133.00	$ -	$ -
				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Flanges & Accessories		**Total**				**$ 188,378.00**		**$ 172,275.00**		
	Quanities are higher than shown on plans to accomadate for extra materials that may be needed.										
	Tax is not included as this bid package is assumed to be ODP.										
			Total		**$ 694,259.00**		**$ 849,932.00**		**$ 669,072.00**		**$ 800,911.00**

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor			
				Envirosales	Moss Kelly	Trippensee Shaw	FC Specialties
				Original	**Original**	**Original**	**Original**
19	Slide Gates	1	LS	$ 150,476	$ -	$ 151,245	$ 129,000
			Total w/ Bond	$ 153,470	$ -	$ 154,255	$ 131,619
			Total w/ Tax (7.5%)	$ 164,756	$ -	$ 165,598	$ 141,294

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor	
				Carter Ver Planck	Trippensee Shaw
				Original	**Original**
20	Verticle Turbine Pumps	1	LS	$ 1,755,959.08	$ 2,209,596.00
			Total	$ 1,755,959.08	$ 2,209,596.00

PR3 - VOL. 3 Reservior Pump Station: GMP Bid Package Summary

Bid Package	Description	QTY	UM	Vendor		
				JR Hoe	PMWI	DK Construction
				Original	**Original**	**Original**
21	Misc Metals	1	LS	$ 325,064	$ 236,916	$ -
			Total w/ Bond	$ 341,317	$ 248,762	$ -
			Total w/ Tax (7.5%)	$ 365,697	$ 266,531	$ -

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

REGULAR AGENDA
ITEM 7

Peace River Facility Expansion
Design-Build Services Contract Amendment No. 3
Early Work Proposal

Recommended Action - **Motion** to approve Amendment No. 3 to the Progressive Design-Build Agreement for the Peace River Facility Expansion between the Authority and Wharton-Smith for the Peace River Facility Expansion Early Works Package in the amount not to exceed $13,809,472.

The Authority's Peace River Facility (PRF) Expansion Project modifies the PRF to increase the Florida Department of Environmental Protection's permitted capacity by 24 million gallons per day. Based on earlier evaluations performed by the Authority and onsite pilot testing conducted in 2023, this work includes the final design, permitting, and construction of new inclined plate settler treatment units, new filter basins, and related appurtenant facilities.

The Phase 1 Preconstruction Services contract with Wharton-Smith Inc. (Board approved June 5, 2024) included design to approximately a 60% level of design. Contract Amendment #1 (Board approved April 2, 2025) included Process Tank Structural Design, 90% Design of the Filter and Pretreatment Structures, updates to the Master Schedule and project cost estimates. Contract Amendment #2 (Board approved June 4, 2025) comprised design completion and project management through April 2026, development of Owner Direct Purchase packages, permit applications and delivery of a Guaranteed Maximum Price. Contract Amendment #3 Early Work Proposal includes initial engineering construction services to include 10% of total construction services in order to begin construction.

Wharton-Smith has identified a critical path that must be followed in order to keep the project on schedule. This includes advancing the design of the Expansion's concrete structures in Amendment #1 to the point that permitting then construction may begin as soon as possible. Amendment #2 allowed for the design to advance toward the final design, which will decrease the contingency requested in the Guaranteed Maximum Price Amendment. Contract Amendment #3 allows construction to begin. In order to begin construction and keep the project on schedule Staff recommends approving Contract Amendment No. 3, the Peace River Facility Expansion Early Works Package.

Budget Action – No action is needed.

Attachments:
Tab A Presentation Material
Tab B Exhibit 1.1C, Wharton-Smith, Inc., Scope and Fee Proposal
Tab C Amendment #3 Signatory Page

TAB A
Presentation Materials

Peace River Facility Expansion Design-Build Services Contract Amendment #3 Early Work Proposal

Regular Agenda Item No. 7

August 6, 2025

Peace River Manasota Regional Water Supply Authority

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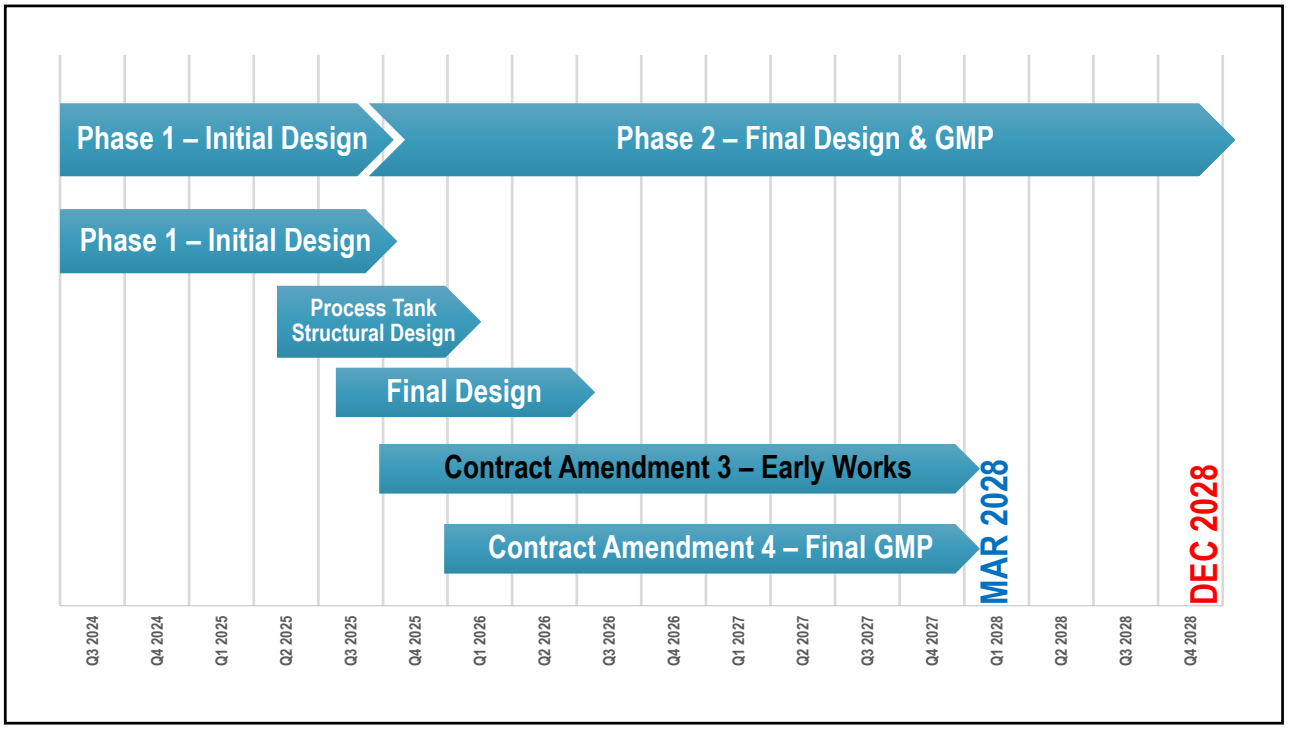


01 Schedule and Scope

02 Rough Order of Magnitude

03 Motion

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3



Scope of Services

1. Mobilization & Facilities
2. Construction Engineering Services (Hazen)
3. Site Work (Surcharging)
4. General Conditions (Thru April 2026)
5. Process Pipe Material
6. Concrete Form & Pour

4



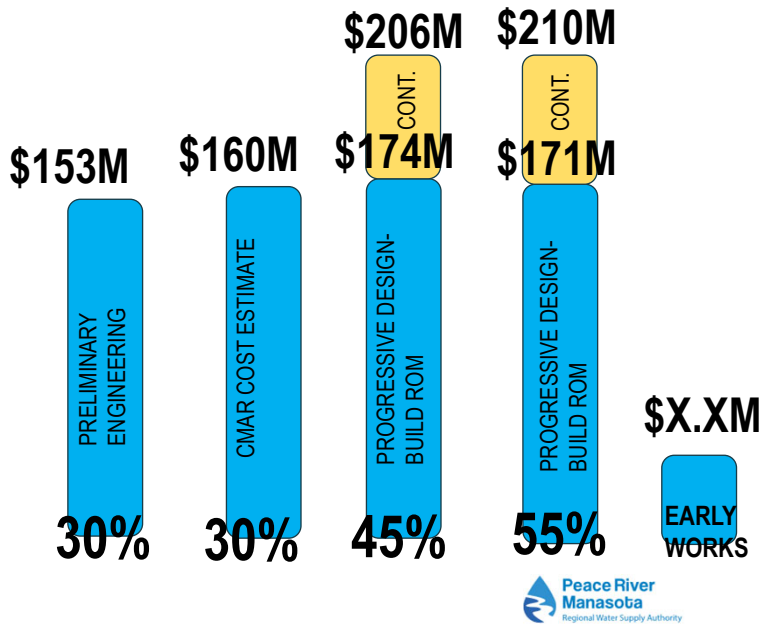
01 Schedule and Scope

02 Rough Order of Magnitude

03 Motion

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PDB Rough Order of Magnitude



Value Engineering Implemented
1 – Blending Tank $2.2M
2 – Underdrain Material $2.3M
3 – Recycle Pump Sta. $1.2M

Value Engineering Exploring
1 – Footprint & Grading $2M
2 – Treatment Optimization $1M
3 – Process Piping $1M

6



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01 Schedule and Scope

02 Rough Order of Magnitude

03 Motion

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Board Motion

Motion to approve Amendment No. 3 to the Progressive Design-Build Agreement for the Peace River Facility Expansion between the Authority and Wharton-Smith for the Peace River Facility Expansion Early Works Package in the amount not to exceed $13,809,472.







Peace River Manasota
Regional Water Supply Authority

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Peace River Facility Expansion Design-Build Services Contract Amendment #3 Early Work Proposal

Regular Agenda Item No. 7

August 6, 2025

Peace River Manasota
Regional Water Supply Authority

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TAB B
Exhibit 1.1C, Wharton-Smith, Inc., Scope and Fee Proposal

Amendment No. 3
to
Progressive Design-Build Agreement
for the
Peace River Facility Expansion

PEACE RIVER MANASOTA
REGIONAL WATER SUPPLY AUTHORITY

Presented by Wharton-Smith (Design-Builder)

July 24th, 2025

All the Right Tools for Building Success!
Wharton-Smith, Inc
CONSTRUCTION GROUP

Wharton-Smith Contact:
Anthony Baxley
Sr. Preconstruction Services Manager
abaxley@whartonsmith.com

Engineer: Hazen & Sawyer / HDR / Ardurra

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SECTION 1 – EXECUTIVE SUMMARY **2**
SECTION 2 – SCOPE OF WORK **3**
SECTION 3 – COST SUMMARY **4**
SECTION 4 – CLARIFICATIONS **5**
SECTION 5 – RISK REGISTER **6**
SECTION 6 – SCHEDULE **7**

SECTION 1 – EXECUTIVE SUMMARY

July 24th, 2025

Mike Knowles
Director of Engineering
Peace River Manasota RWSA
9415 Town Center Parkway
Lakewood Ranch, FL 34202

Re: Peace River Facility Expansion
Amendment No. 3 to the Progressive Design-Build Agreement

Dear Mr. Knowles,

Wharton-Smith is pleased to submit Amendment No. 3 for the Peace River Facility Expansion project. This proposal is for the work outlined in Section 2 and is based on a request derived from meetings and discussions held subsequent to the draft proposal submitted on 06/19/2025. The total amount of the proposal presented herein is $13,809,472. Below is an outline of the contents included in this proposal.

Cost details and support documents are provided in **Section 3**.

- Design-Builder Contingency: $286,742 – *Calculated as 2.5% of the following: Total Direct Costs, Sales Tax on Purchase Orders, and Total General Conditions, and Bond.*
- Design Stage Contingency: $566,066 – *Calculated as 20% of Sitework Subcontractor and 16.5% of Mechanical Plant Contractor (MPC) Bid Package.*
- Escalation Contingency: $158,933 – *Calculated as 5% of Sitework Subcontractor and 16.5% of Mechanical Plant Contractor (MPC) Bid Package.*
- Allowances: $9,723,748 – *Additional information provided in the cost details.*

Section 4 includes a list of assumptions, clarifications, and exclusions.

Section 5 includes a Risk Register for the scope of this proposal.

Section 6 includes a Schedule for the scope of this proposal.

The duration of the work associated with this proposal is 8 months. We have included project management and administration staff for this project, plus insurance, performance, and payment bonds for this duration.

Thank you for this opportunity to continue to serve Peace River Manasota RWSA. Should you have any questions or concerns, please let us know.

Very respectfully,



Anthony Baxley
Sr. Preconstruction Services Manager
Wharton-Smith, Inc.

SECTION 2 – SCOPE OF WORK

The intent of this proposal is to allow the initial construction activities to be performed currently with the design to facilitate the project schedule. Based on this, the following scope of work has been included in this proposal:

- Construction General Conditions through April 30th, 2026.
- General Requirements as required to facilitate the setup of the construction facilities, including:
    - Mobilization
    - Temporary Facilities
- Site Work
    - Removal of existing fence at the northwest corner.
    - Clearing and grubbing between the existing fence and project boundary at the northwest corner.
    - SWPPP BMP installation and maintenance.
    - Surcharging program for the Pretreatment and Filter structures.
- Material Purchase
    - Purchase of pipe and fittings to be installed under the Pretreatment and Filter structures.

SECTION 3 – COST SUMMARY



PEACE RIVER MANASOTA - WATER TREATMENT PLANT EXPANSION
AMENDMENT 3 - EARLY WORKS PACKAGE
7/23/2025

COST SUMMARY

	LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
Total Direct Costs	$ 121,549	$ 97,880	$ 441,325	$ 9,062,995	$ 9,723,748
Sales Tax on Purchase Orders				$ 33,099	$ 33,099
Total GC's	$ 1,606,776				$ 1,606,776
Design Builder Contingency				$ 286,742	$ 286,742
Design Stage Contingency				$ 566,066	$ 566,066
Escalation Contingency				$ 158,933	$ 158,933
Bond				$ 106,066	$ 106,066
Insurance				$ 187,809	$ 187,809
Fee				$ 1,140,232	$ 1,140,232
TOTAL	**$1,728,325**	**$97,880**	**$441,325**	**$11,541,943**	**$13,809,472**

COST OF WORK

DESCRIPTION	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIALS $ AMOUNT	SUBS $ AMOUNT	$ TOTALS
GENERAL REQUIREMENTS DIVISION 0					$ 991,879
GENERAL REQUIREMENTS SUMMARY	$ 121,549	$ 97,880	$ 441,325	$ 331,125	$ 991,879
SUBCONTRACTS					$ 3,178,669
SITEWORK SUBCONTRACTOR	$ -	$ -	$ -	$ 1,190,598	$ 1,190,598
MECHANICAL PLANT CONTRACTOR (MPC) BID PACKAGE	$ -	$ -	$ -	$ 1,988,072	$ 1,988,072
ALLOWANCES					$ 5,553,201
ALLOWANCE FOR PERMITS	$ -	$ -	$ -	$ 20,000	$ 20,000
ALLOWANCE FOR INDEPENDENT TESTING	$ -	$ -	$ -	$ 200,000	$ 200,000
ALLOWANCE FOR ELECTRICAL	$ -	$ -	$ -	$ 400,000	$ 400,000
ALLOWANCE FOR POT HOLING	$ -	$ -	$ -	$ 100,000	$ 100,000
ALLOWANCE FOR PROJECT-SPECIFIC ENG. PROFESSIONAL LIABILITY INSURANCE	$ -	$ -	$ -	$ 1,300,000	$ 1,300,000
ALLOWANCE FOR WORK THROUGH DECEMBER (FILTERS: IN/UNDER PIPE LABOR, CO	$ -	$ -	$ -	$ 3,000,000	$ 3,000,000
ALLOWANCE FOR CEI SERVICES	$ -	$ -	$ -	$ 501,201	$ 501,201
ALLOWANCE FOR SITE SECURITY CAMERAS	$ -	$ -	$ -	$ 32,000	$ 32,000
TOTAL DIRECT COST	**$ 121,549**	**$ 97,880**	**$ 441,325**	**$ 9,062,995**	**$ 9,723,748**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

JOB NAME: WATER TREATMENT PLANT EXPANSION
ESTIMATE #: 24-109.6

BASE BID DIRECTS

DESCRIPTION	LABOR MH	LABOR $ AMOUNT	EQUIPMENT $ AMOUNT	MATERIAL $ AMOUNT	SUBCONTRACT $ AMOUNT	$ TOTALS	PACKAGE VALUE W/ TAX
GENERAL REQUIREMENTS DIVISION 0							
GENERAL REQUIREMENTS SUMMARY		$121,549	$97,880	$441,325	$331,125	**$991,879**	**$1,024,978**
	0	$0	$0	$0	$0	**$0**	
SUBCONTRACTS	0	$0	$0	$0	$0	**$0**	
	0	$0	$0	$0	$0	**$0**	
SITEWORK SUBCONTRACTOR	0	$0	$0	$0	$0	**$0**	**$1,190,598**
EARTHWORK	407	$21,368	$13,290	$5,000	$1,150,565	**$1,190,223**	w/ above
MECHANICAL PLANT CONTRACTOR (MPC) BID PACKAGE	0	$0	$0	$0	$0	**$0**	**$1,988,072**
ENVIRONMENTAL CONCERNS	588	$30,870	$5,092	$5,240	$36,133	**$77,335**	w/ above
STAGING/PARKING/LAYDOWN/ETC.	1,455	$76,388	$29,734	$30,223	$142,427	**$278,772**	w/ above
SITE CLEARING	82	$4,305	$1,776	$4,270	$0	**$10,351**	w/ above
FENCING	88	$4,620	$1,430	$275	$24,750	**$31,075**	w/ above
PROCESS PIPING MATERIAL	0	$0	$0	$1,476,780	$0	**$1,476,780**	w/ above
	0	$0	$0	$0	$0	**$0**	
	0	$0	$0	$0	$0	**$0**	
ALLOWANCE FOR PERMITS	0	$0	$0	$0	$20,000	**$20,000**	
ALLOWANCE FOR INDEPENDENT TESTING	0	$0	$0	$0	$200,000	**$200,000**	
ALLOWANCE FOR ELECTRICAL	0	$0	$0	$0	$400,000	**$400,000**	
ALLOWANCE FOR POT HOLING	0	$0	$0	$0	$100,000	**$100,000**	
ALLOWANCE FOR PROJECT-SPECIFIC ENG. PROFESSIONAL LIABILITY INSURANCE	0	$0	$0	$0	$1,300,000	**$1,300,000**	
ALLOWANCE FOR FILTER WORK THROUGH DECEMBER (IN/UNDER PIPE LABOR, CONCRETE SUBMITTALS & MATERIALS)	0	$0	$0	$0	$3,000,000	**$3,000,000**	
ALLOWANCE FOR CEI SERVICES	0	$0	$0	$0	$501,201	**$501,201**	
ALLOWANCE FOR SITE SECURITY CAMERAS	0	$0	$0	$0	$32,000	**$32,000**	
	0	$0	$0	$0	$0	**$0**	
TOTAL DIRECT COST	**2,620**	**$259,099**	**$149,202**	**$1,963,113**	**$7,238,201**	**$9,609,614**	**$9,756,848**

Wharton-Smith, Inc.
CONSTRUCTION GROUP

GENERAL CONDITIONS

DESCRIPTION	LABOR TOTAL MH	LABOR $ AMOUNT	$ TOTALS
PROJECT MANAGEMENT TEAM			
FIELD STAFF			
General Superintendent	172	$29,584	**$29,584**
Senior Superintendent	680	$114,920	**$114,920**
Superintendent	1,440	$224,640	**$224,640**
Superintendent	680	$106,080	**$106,080**
Assistant Superintendent	680	$92,480	**$92,480**
Field Engineer	1,040	$116,480	**$116,480**
Field Engineer	680	$76,160	**$76,160**
OFFICE STAFF			
Senior Project Manager	1,296	$215,136	**$215,136**
Project Manager	832	$128,960	**$128,960**
Assistant Project Manager	680	$87,720	**$87,720**
Project Engineer	1,120	$106,400	**$106,400**
Project Engineer	680	$64,600	**$64,600**
Project Engineer	280	$26,600	**$26,600**
Project Engineer-Intern	680	$40,120	**$40,120**
Administrative Assistant	888	$83,472	**$83,472**
OTHER STAFF			
Project Accountant	576	$70,848	**$70,848**
Quality Manager	136	$22,576	**$22,576**
	0	$0	
TOTAL GENERAL CONDITIONS	12,540	$1,606,776	$1,606,776

Wharton–Smith, Inc.
CONSTRUCTION GROUP

GENERAL REQUIREMENTS

DESCRIPTION	QTY	UNIT	LABOR TOTAL MH	LABOR $ AMOUNT	EQUIPMENT HR/UNIT	EQUIPMENT RATE	EQUIPMENT $ AMOUNT	MATERIAL U/P	MATERIAL $ AMOUNT	$ AMOUNT	SUBCONTRACTS U/P	SUBCONTRACTS $ AMOUNT	$ TOTALS
										W/ TAX			
TEMP.FACILITIES & UTILITIES													
WATER, INSTALL AND REMOVE TEMPORARY SYSTEM	1	EA	120	$6,300			$0.00	$15,000.00	$15,000	$16,125		$0	**$22,425**
WATER, MONTHLY	8	MO	0	$0			$0.00	$250.00	$2,000	$2,150		$0	**$2,150**
HARD WIRE INTERNET/PHONE, INSTALL & REMOVE - **W-S**	1	EA	0	$0			$0.00		$0	$0	$2,500.00	$2,500	**$2,500**
INTERNET/TELEPHONE, MONTHLY CHARGES - **W-S**	8	MO	0	$0			$0.00	$500.00	$4,000	$4,300		$0	**$4,300**
FIELD OFFICE, WHARTON SMITH INC	8	MO	40	$2,100			$0.00	$11,300.00	$90,400	$97,180		$0	**$99,280**
FIELD OFFICE, WHARTON SMITH - DELIVERY/RETURN	1	EA	0	$0			$0.00	$55,000.00	$55,000	$59,125	$125,000.00	$125,000	**$184,125**
FIELD OFFICE FURNISHINGS AND EQUIPMENT **(PURCHASE)**	1	EA	0	$0			$0.00	$75,000.00	$75,000	$80,625		$0	**$80,625**
JOB OFFICE SUPPLIES	8	MO	0	$0			$0.00	$1,250.00	$10,000	$10,750		$0	**$10,750**
TOOL TRAILERS - __ **REQUIRED**	8	MO	0	$0			$0.00	$1,500.00	$12,000	$12,900		$0	**$12,900**
TEMPORARY TOILETS - ___ **REQUIRED**	8	MO	0	$0			$0.00	$4,500.00	$36,000	$38,700		$0	**$38,700**
TEMPORARY SEWAGE HOLDING TANKS - **ENGINEER & W-S**	8	MO	0	$0			$0.00	$2,400.00	$19,200	$20,640	$400.00	$3,200	**$23,840**
CONSTRUCTION EQUIPMENT & TOOLS													
SMALL TOOLS AND SUPPLIES	1	EA	0	$0			$0.00	$10,000	$10,000	$10,750		$0	**$10,750**
ATV/SIDE-BY-SIDE	4	MO	0	$0	2	$800.00	$6,400.00	$100.00	$400	$430	$250.00	$1,000	**$7,830**
SAFETY & HEALTH & HOUSEKEEPING													
SAFETY MEETINGS	35	WK	76	$4,010			$0.00		$0	$0		$0	**$4,010**
SAFETY DEVICES	1	EA	0	$0			$0.00	$20,000.00	$20,000	$21,500		$0	**$21,500**
SAFETY MANAGER	17	WK	694	$96,522			$0.00		$0	$0		$0	**$96,522**
CLEAN-UP THROUGHOUT DURATION OF PROJECT	35	WK	208	$10,937			$0.00		$0	$0		$0	**$10,937**
DUMPSTERS	4	MO	0	$0			$0.00	$3,500.00	$14,000	$15,050		$0	**$15,050**
WATER TRUCK, 2,000 GAL DIESEL	8	MO	0	$0	1	$7,951.00	$63,608.00		$0	$0		$0	**$63,608**
STREET SWEEPER	8	MO	0	$0	1	$3,484.00	$27,872.00		$0	$0		$0	**$27,872**
PERMITS, FEES, INSURANCE, LEGAL, ETC.													
BUILDER'S RISK INSURANCE- OVER $100M	1	EA	0	$0			$0.00		$0	$0	$45,000.00	$45,000	**$45,000**
PROJECT DOCUMENTATION AND SERVICES													
PROJECT SIGNS	1	EA	32	$1,680			$0.00	$2,000.00	$2,000	$2,150		$0	**$3,830**
PHOTOGRAPHS	8	MO	0	$0			$0.00	$200.00	$1,600	$1,720		$0	**$1,720**
PRE-CONSTRUCTION AUDIO-VIDEO DOCUMENTATION	1	EA	0	$0			$0.00		$0	$0	$5,000.00	$5,000	**$5,000**
PLANS & SPECIFICATIONS REPRODUCTION COSTS	1	EA	0	$0			$0.00	$3,000.00	$3,000	$3,225		$0	**$3,225**
REGISTERED SURVEYOR SERVICES	8	MO	0	$0			$0.00		$0	$0	$2,000.00	$16,000	**$16,000**
VDC LAYOUT BY WHARTON-SMITH	1	EA	0	$0			$0.00		$0	$0	$10,000.00	$10,000	**$10,000**
RELATED MANAGEMENT COSTS													
SOFTWARE COSTS	1	EA	0	$0			$0.00		$0	$0	$26,000.00	$26,000	**$26,000**
HOUSING FOR ON-SITE STAFF	1	EA	0	$0			$0.00	$71,725.00	$71,725	$77,104		$0	**$77,104**
TRAVEL EXPENSES FOR ON-SITE STAFF	1	EA	0	$0			$0.00		$0	$0	$97,425.00	$97,425	**$97,425**
TOTAL GENERAL REQUIREMENTS			1,171	$121,549			$97,880		$441,325	$474,424		$331,125	$1,024,978

Position Name	Hours	2025																		2026																	
			September				October					November				December					January				February				March				April				
		Week End Date (Saturday)																																			
		8/30	9/6	9/13	9/20	9/27	10/4	10/11	10/18	10/25	11/1	11/8	11/15	11/22	11/29	12/6	12/13	12/20	12/27	1/3	1/10	1/17	1/24	1/31	2/7	2/14	2/21	2/28	3/7	3/14	3/21	3/28	4/4	4/11	4/18	4/25	5/2
General Superintendent	**172**																																				
C. Robertson	172											4	4	4	4	4	4	4	4	4	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Sr. Superintendent	**680**																																				
R. Spangler	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Superintendent	**2,120**																																				
J. Richardson	1440	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TBD (Mechanical)	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Assistant Superintendent	**680**																																				
TBD (Concrete)	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Field Engineer	**1,720**																																				
D. Tischmeyer	1040											40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
T. Flanders	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Senior Project Manager	**1,296**																																				
J.Hines	1296	16	16	16	16	16	16	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Project Manager	**832**																																				
Kris Haidai	832	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Assistant Project Manager	**680**																																				
B. Coates	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Project Engineer	**1,800**																																				
P. Wylie	1120									40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TBD	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
TBD	280																														40	40	40	40	40	40	40
Project Engineer Intern	**680**																																				
TBD	680																				40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Operations Coordinator	**888**																																				
TBD	888	8	8	8	8	8	16	16	16	16	16	16	16	16	16	24	24	24	24	24	24	24	24	24	24	24	40	40	40	40	40	40	40	40	40	40	40
Project Accountant	**576**																																				
TBD	576	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16	16
Quality Manager	**136**																																				
TBD	136																				8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Totals	**12540**																																				

Remote
Onsite

SITE WORK SUMMARY SHEET

Project: Peace River Regional - Updated - 7-11-25
Estimate #: 24-109
Pre- Construction Contact: Chris Barnett
Team Leader: Chris Barnett
Address: 8998 SW CR 769, Arcadia, FL 34269

Bid Date
7/11/2025
5:00 PM

Activity Description	Qty	Unit	Total MH	Labor Total	Equipment Total	Material Total	Subcontractor Total	Total L, E, M, S
Earthwork	1	ls	407.0	$21,369	$13,290	$5,000	$1,150,565	$1,190,223
Totals			**407**	**$21,369**	**$13,290**	**$5,000**	**$1,150,565**	**$1,190,223**

Earthwork

Project: Peace River Regional - Updated - 7-11-25
Estimate #: 24-109
Summary Sheet'!A1

Addenda	Read
	No 0

Act. Code	Work to be Included Under this Scope:	Qty	Unit	MH Unit	Crew Rate	Labor U/P	Total MH	Labor Total	Equip HR/Unit	Equip Hours	Equip Rate	Equip Unit	Equip Total	Material Unit Cost	Material Total	Subcontractor Unit Cost	Subcontractor Total	Total L, E, M, S
	General Conditions				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Surveying/Compaction	7	ea		$53	$0	0	$0		0		0.00	$0		$0	250	$1,750	$1,750
	Layout	1	ls		$53	$0	0	$0		0		0.00	$0		$0	10,000	$10,000	$10,000
	GPR Locates	1	ls		$53	$0	0	$0		0		0.00	$0		$0	5,000	$5,000	$5,000
	Preload				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Structure 15, 20, 25, 30 **(22,000 cy fill from onsite)(15')**	40,694	cy		$53	$0	0	$0		0		0.00	$0		$0	4	$162,777	$162,777
	Grade & Compact in lifts to spec (1' lifts)	105,062	sy		$53	$0	0	$0		0		0.00	$0		$0	3	$315,187	$315,187
	Earthwork **(remove to onsite stockpile)**	40,694	cy		$53	$0	0	$0		0		0.00	$0		$0	4	$162,777	$162,777
	Monitoring & Reports				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Monitoring & reports	26	weeks		$53	$0	0	$0		0		0.00	$0		$0	1,000	$25,714	$25,714
	Settlement Plates and Risers	10	ea	24	$53	$1,260	240	$12,600	8.000	80	65	520.00	$5,200	500	$5,000		$0	$22,800
	Earthwork & Grading				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Strip Topsoil & Stockpile	758	cy	0.035	$53	$2	27	$1,393	0.020	15	65	1.30	$985		$0		$0	$2,378
	Spread Topsoil from Stockpile	620	cy	0.025	$53	$1	16	$814	0.015	9	65	0.98	$605		$0		$0	$1,418
02 3 110	Rough grade	-	sy	0.0080	$53	$0	0	$0	0.002	0	65	0.13	$0		$0		$0	$0
02 3 120	Final grade @ end of project	12,500	sy	0.01	$53	$1	125	$6,563	0.008	100	65	0.52	$6,500		$0		$0	$13,063
	Import Fill				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
02 3 170	Fill **(Import from off-site)**	18,694	cy		$53	$0	0	$0		0		0.00	$0		$0	25	$467,359	$467,359
					$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Totals						**407**	**$21,369**					**$13,290**		**$5,000**		**$1,150,565**	**$1,190,223**

SITE WORK SUMMARY SHEET

Project: Peace River Regional - Updated - 7-10-25
Estimate #: 24-109
Pre- Construction Contact: Chris Barnett
Team Leader: Chris Barnett
Address: 8998 SW CR 769, Arcadia, FL 34269

Bid Date
7/11/2025
5:00 PM

Activity Description	Qty	Unit	Total MH	Labor Total	Equipment Total	Material Total	Subcontractor Total	Total L, E, M, S
Environmental Concerns	1	ls	587.7	$30,853	$5,092	$5,240	$36,133	$77,318
Parking, Staging Areas, GCs, Misc	1	ls	1,454.9	$76,382	$29,734	$30,223	$142,427	$278,766
Site Clearing	1	ls	82.0	$4,304	$1,776	$4,270	$0	$10,351
Fencing	1	ls	88.0	$4,620	$1,430	$275	$24,750	$31,075
Totals			**2,213**	**$116,159**	**$38,032**	**$40,009**	**$203,310**	**$397,510**

Environmental Concerns

Project: Peace River Regional - Updated - 7-10-25

Estimate #: 24-109

Summary Sheet'!A1

	Read
Addenda	**No** 0

Spec:

Act. Code	Work to be Included Under this Scope:	Qty	Unit	MH Unit	Crew Rate	Labor U/P	Total MH	Labor Total	Equip HR/Unit	Equip Hours	Equip Rate	Equip Unit	Equip Total	Material Unit Cost	Material Total	Subcontractor Unit Cost	Subcontractor Total	Total L, E, M, S
	SWPPP				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
02 4 000	SWPPP Development & Submittal	1	ls		$53	$0	0	$0		0		$0.00	$0		$0	2,000	$2,000	$2,000
02 4 770	Erosion Control Maintenance & Reports	8	mnths	18	$53	$945	144	$7,560		0		$0.00	$0		$0		$0	$7,560
	Construction Entrance				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
01 7 620	Anti-Tracking entrance/exit (40 tons of stone)	83	sy	0.38	$53	$20	32	$1,663	0.100	8	65	$6.50	$542		$0	22	$1,833	$4,038
01 7 620	Anti-Tracking entrance/exit **(maintain)**	8	mnths	8	$53	$420	64	$3,360	2	16	65	$130.00	$1,040	25	$200		$0	$4,600
01 7 620	Anti-Tracking entrance/exit **(remove & restore)**	1	ls	24	$53	$1,260	24	$1,260	6	6	65	$390.00	$390	200	$200	200	$200	$2,050
	Perimeter Controls				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
02 4 760	Silt fence (replace 3 times)	2,300	lf		$53	$0	0	$0		0		$0.00	$0		$0	12	$27,600	$27,600
02 4 760	Silt fence removal	3	times	40	$53	$2,100	120	$6,300	16.0	48	65	$1,040.00	$3,120	230	$690		$0	$10,110
	BMPs				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
02 4 790	Install inlet protection (replace 3 times)	11	ea	4	$53	$210	44	$2,310		0		$0.00	$0	300	$3,300		$0	$5,610
02 4 790	Maintain inlet protection	11	ea	8	$53	$420	88	$4,620		0		$0.00	$0	50	$550		$0	$5,170
02 4 790	Remove inlet protection	3	times	24	$53	$1,260	72	$3,780		0		$0.00	$0	100	$300		$0	$4,080
	Stockpile				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
02 4 760	Silt fence	1,500	lf		$53	$0	0	$0		0		$0.00	$0		$0	3	$4,500	$4,500
					$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
	Totals						**588**	**$30,853**					**$5,092**		**$5,240**		**$36,133**	**$77,318**

Parking, Staging Areas, Misc

Project: Peace River Regional - Updated - 7-10-25

Estimate #: 24-109

Summary Sheet'!A1

	Read
Addenda	**No** **0**

Spec:

Act. Code	Work to be Included Under this Scope:	Qty	Unit	MH Unit	Crew Rate	Labor U/P	Total MH	Labor Total	Equip HR/Unit	Equip Hours	Equip Rate	Equip Unit	Equip Total	Material Unit Cost	Material Total	Subcontractor Unit Cost	Subcontractor Total	Total L, E, M, S
	Miscellaneous				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
	Temporary Access Road	2,400	sf		$53	$0	0	$0		0		0.00	$0		$0	3	$7,200	$7,200
	Temporary Access Maintenance	8	mnths	8	$53	$420	64	$3,360	1	8	65	$65.00	$520	100	$800		$0	$4,680
	Remove & Restore Temporary Access Road	2,400	sf		$53	$0	0	$0		0		0.00	$0		$0	2	$4,800	$4,800
02 3 100	Temporary Barricades, Signs, etc.	1	ls		$53	$0	0	$0		0		0.00	$0		$0	25,000	$25,000	$25,000
	Maintenance of sitework during construction	8	mnths	16	$53	$840	128	$6,720		0		0.00	$0	750	$6,000	750	$6,000	$18,720
	Site Utilization Plan				$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
	Gravel Surfacing - 6"	83,000	sf	0.01	$53	$1	830	$43,575	0.003	249	65	$0.20	$16,185		$0	1.13	$93,375	$153,135
	Surfacing fabric	103,750	sf		$53	$0	0	$0		0		$0.00	$0	0.13	$13,401	0.01	$1,441	$14,842
	Maintenance	8	mnths	8	$53	$420	64	$3,360	2	16	65	$130.00	$1,040	100	$800		$0	$5,200
	Removal	9,222	sy	0.04	$53	$2	369	$19,367	0.020	184	65	$1.30	$11,989	1	$9,222		$0	$40,578
	Restoration (seeding)	9,222	sy		$53	$0	0	$0		0		$0.00	$0		$0	0.50	$4,611	$4,611
					$53	$0	0	$0		0		$0.00	$0		$0		$0	$0
	Totals						**1,455**	**$76,382**					**$29,734**		**$30,223**		**$142,427**	**$278,766**

Site Clearing

Project: Peace River Regional - Updated - 7-10-25
Estimate #: 24-109
Summary Sheet'!A1

	Read
Addenda	**No** **0**

Spec: **02200**

Act. Code	Work to be Included Under this Scope:	Qty	Unit	MH Unit	Crew Rate	Labor U/P	Total MH	Labor Total	Equip HR/Unit	Equip Hours	Equip Rate	Equip Unit	Equip Total	Material Unit Cost	Material Total	Subcontractor Unit Cost	Subcontractor Total	Total L, E, M, S
	Clear & Grub				$53	$0	0	$0		0		0.00	$0		$0		$0	$0
02 3 030	Mulch & Dispose	0.85	acre	96	$53	$5,040	82	$4,304	32	27	65	2080.00	$1,776	5,000	$4,270		$0	$10,351
					$53	$0	0	$0		0		0.00	$0		$0		$0	$0
	Totals						**82**	**$4,304**					**$1,776**		**$4,270**		**$0**	**$10,351**

Fencing

Project: Peace River Regional - Updated - 7-10-25
Estimate #: 24-109
Summary Sheet'!A1

	Read
Addenda	**No** **0**

Spec: **02700**

Act. Code	Work to be Included Under this Scope:	Qty	Unit	MH Unit	Crew Rate	Labor U/P	Total MH	Labor Total	Equip HR/Unit	Equip Hours	Equip Rate	Equip Rate	Equip Total	Material Unit Cost	Material Total	Subcontractor Unit Cost	Subcontractor Total	Total L, E, M, S
	Demolition				$53	$0	0	$0		0			$0		$0		$0	$0
02 1 110	Demo fencing & dispose	550	lf	0.16	$53	$8	88	$4,620	0.04	22	65	2.60	$1,430	0.50	$275		$0	$6,325
	Chain Link Fencing				$53	$0	0	$0		0			$0		$0		$0	$0
02 8 210	**6' + 1'**	550	lf		$53	$0	0	$0		0			$0		$0	45	$24,750	$24,750
					$53	$0	0	$0		0			$0		$0		$0	$0
	Totals						**88**	**$4,620**					**$1,430**		**$275**		**$24,750**	**$31,075**

ESTIMATE

DESOTO SAND AND FILL, INC.
6760 SW County Rd 769
Arcadia, FL 34269

desotosandandfill@gmail.com
+1 (863) 494-3985

Bill to
Wharton-Smith, Inc.
4912 West La Salle Street
Tampa, Florida 33607

Ship to
34269

Estimate details
Estimate no.: 4517
Estimate date: 05/15/2025

Project: PR3 Facility Expansion

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Trucking Expense**	Structural fill dirt import for new facility. Estimated 35,000 C/Y	2200	$350.00	$770,000.00
2.		**Excavating Work**	Dig and move estimated 22k yards fill on site with 490 excavator and 2 - 30 ton off road trucks. $4 per yard to dig and haul.	22000	$4.00	$88,000.00
3.		**Grading**	Grade and compact fill material in lifts to spec with dozer and roller. $3 per yard	57000	$3.00	$171,000.00
4.		**Surveying**	Lonski Engineering to do compaction testing per $250 per 12" lift and or visit. Minimum 7 visits.	7	$250.00	$1,750.00
5.		**Rock**	Purchase and deliver 57 stone/ 89 stone/ construction entrance rock. $45 per ton.	1	$45.00	$45.00
6.		**Shell**	Shell base import $28 per yard.	1	$28.00	$28.00
7.		**Site Work**	EQUIPENT RATES WITH OPERAOTR. DAY RATE. FOR T/M WORK IF NEEDED Large excavator- $ 2,000 Mini Excavator- $ 1,500 Dozer - $ 2,000 Skid loader/ laborer $1,600 Front end loader- $ 2,000	1	$0.00	$0.00

8.

Comments and Clarifications to Proposal

Quote based on (1) mobilization to jostle per phase.

All permits not specifically listed herein are to be obtained by others. All permits are to be paid by others

All testing other than that shown above, is by others.

All soil analysis and density testing is by others.

Backflow certifications are by others.

Bedding of storm and sanitary lines is not included.

Construction layout and asbuilts to be furnished by others.

Landscape, sod, seed, and irrigation, other than that specifically proposed, is by others.

Proposal is subject to revision upon issuance of construction plans. This proposal does not include removal or disposal of any unsuitable material, trash, or buried debris/rock.

Electric for lift station is by others.

Utility sleeves are not included in this proposal.

All water meters and connection of utilities at building are not included. The proposal is valid for thirty days from the date of issue unless extended in writing by the Contractor.

Fence on Retaining Wall to be by others.

The above breakout of listed items are for comparison purposes only. This is a lump sum proposal.

Bonding is not included.

Proposal based on no plans provided.

Due to the critical nature of escalating material costs; pipe and catch basin pricing is subject to change. Should this situation arise, DeSoto Sand and Fill, Inc. will provide documentation of material adjustment(s).

Any deviation of contracted work will require a signed change order. No work related to any change order item will commence until executed by all parties. DeSoto Sand and Fill, Inc. is not responsible for asphalt damages caused by others. Private utility locates to be completed prior to construction is not included in the above proposal.

Fill quantities are based upon the topo provided.

A one time final grade has been included. Final grade does not include the raking or removal of other trades debris or regrading after trenching by others has been performed; I.E. Sprint , FPL, CATV or Irrigation.

Pavement, markings and signage pricing are not included.

Temporary water meters by others.
DeSoto Sand and Fill, Inc. is not responsible for utilities not shown.
Water meters, conduits and tamper switches by others,
The above proposal is for listed items only.
Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

Subtotal	$1,030,823.00
Sales tax	$5.48
Total	**$1,030,828.48**

Accepted date

Accepted by

QUOTATION

Date: 05/13/2025
Quote #: 2033253566
Account: 423527

ACCOUNT : WHARTON SMITH INC **QUOTE NAME :** Peace River Regional WSA Arcadia

Bill-To Address: 750 Monroe Road
SANFORD FL 32771

Attn: Larry Whiteley

Ship-To Address: 8998 SW CR 769
ARCADIA FL 34269

Effective Date: 05/13/2025
Expiration Date: 06/12/2025
Upon Acceptance Price Valid Until: 06/12/2025

Sales Representative: Michael Saban
Phone: +1 (630) 816-6703
Email: sabanm@vmcmail.com

100 - Aggregates

Plant	Product ID	Product Name	Qty	U/M	Unit Price	Haul Rate	Total Delivered Price
FORT MYERS	25261	#57 STONE	4,000	TON	$34.00	$12.00	$46.00

ADDITIONAL INFORMATION

ALL FOB MATERIAL PRICING WILL INCREASE 8% BEGINNING 01/01/2026 AND EVERY YEAR THEREAFTER UNTIL COMPLETION OF JOB

Fuel Surcharge:
Delivered pricing quoted below does not include fuel surcharges or applicable fees & taxes. A fuel surcharge will go into effect when the price of on-road diesel exceeds the $3.00/gal mark on the Lower Atlantic PADD 1C. The adjusted freight rate will be increased by 1% for every $0.10/gal increase in price of fuel, until such time as the diesel price falls below $3.00/gal. The price can be referenced at https://www.eia.gov/petroleum/gasdiesel. Each new monthly surcharge will be updated on the Monday prior to the first of the month. Partial delivered loads will be billed at a minimum of 18 tons for delivery/freight.

Logistics / Hauling:
Materials and trucking are based upon availability at the time of shipment. Rates are good for 90 days.

Product Availability:
This quote is based on availability of product at the sales yard/quarry which cannot be guaranteed at this time. Please take into consideration when constructing your bid(s) that supply of materials cannot be guaranteed by Vulcan.

Environmental:
THERE WILL BE AN ENVIRONMENTAL FEE CONSISTING OF $3.00/LOAD ON LIMESTONE & FILL DIRT FROM FT. MYERS

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.
Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

All prices are FOB point of shipment from the designated location unless a delivered price is stated. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval).

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived. Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES
If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions, which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents, and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void.

SHIPMENT AND DELIVERY
Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT
Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE
A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at
https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479

EXCULPATORY PROVISIONS
Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation

CHANGE OF TERMS
Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice.

APPLICABLE LAW
All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law

LIMITED WARRANTY AND WARRANTY DISCLAIMER
Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER

Vulcan Materials Company and Subsidiaries

JOB INFORMATION

Date: _____ Vulcan Customer Number:_____

CUSTOMER NAME: _____

Customer Role (circle one): **Owner** **GC** **Sub-Contractor** **Sub-Sub***
*if sub-sub, provide sub at bottom of form

Job Name: _____ Your Job Number: _____

Legal Description: _____

Project Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Customer Contact: _____

_____

PROJECT OWNER:_____

Owner Address:_____

City: _____ State: _____ Zip: _____

Phone: _____ Owner Contact: _____

Tax Status (circle one): **Y*** **N** ***If Tax Exempt an exemption form must be attached***

_____

GENERAL CONTRACTOR: _____

GC Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ GC Contact: _____

_____

BONDING COMPANY: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Contact: _____

Type (circle one) ***Federal*** ***State*** ***City*** ***County*** ***Private***

MyVulcan

24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/UG/WALL CASTINGS

MECHANICAL PIPING MATERIAL SUMMARY

MATERIAL TOTALS	FERGUSON		MC DADE WATERWORKS	
01 DIP	$	1,099,857.92	$	1,298,965.59
02 SPECIALTIES	$	10,787.60	$	11,866.36
02 NBG KITS	$	145,059.00	$	155,213.13
02 MEGALUGS	$	158,407.00	$	169,178.68
03 VALVES	$	62,200.00	$	67,025.00
04 C900-SDR 35	$	468.16	$	705.60
MTRL TOTAL	**$**	**1,476,780**	**$**	**1,702,954**

1621 SUMMARY

SORT CODES

24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/UG/WALL CAS

DUCTILE IRON PIPE

SEC#	DIP	STRUCTURE	PROCESS	BID ITEM	DIA	SUB TOTAL / BUY AMERICAN? / DESCRIPTION	$ 1,099,858 / AIS / QTY	UM	FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com PACKAGE TOTAL $ 1,099,858 NET PRICE	MTRL TOTAL	MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com PACKAGE TOTAL $ 1,298,966 NET PRICE	MTRL TOTAL
4	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FASTITE DIP PR350 P401 BIT SBR IMP -- PROD 100 FT/DAY	680	LNFT	$ 80.39	$ 54,665	$ 105.75	$ 71,910
6	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MJ 45 C153 P401 BIT IMP	18	EACH	$ 693.00	$ 12,474	$ 883.38	$ 15,901
8	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MJ 90 C153 P401 BIT IMP	14	EACH	$ 764.00	$ 10,696	$ 974.40	$ 13,642
10	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MJ TEE C153 P401 BIT IMP	8	EACH	$ 938.00	$ 7,504	$ 1,196.58	$ 9,573
12	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MJ WYE C153 P401 BIT IMP	10	EACH	$ 1,200.00	$ 12,000	$ 1,200.00	$ 12,000
14	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG X WC X PE 5'-0" TFS CL53 P401 BIT IMP	22	EACH	$ 1,516.00	$ 33,352	$ 1,977.00	$ 43,494
16	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	22	EACH	$ 210.00	$ 4,620	$ 316.77	$ 6,969
18	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG X PE 5'-0" CL53 P401 BIT IMP	3	EACH	$ 1,350.00	$ 4,050	$ 2,719.00	$ 8,157
19	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG BLIND C110 P401 BIT IMP	1	EACH	$ 210.00	$ 210	$ 316.77	$ 317
22	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG X PE 8'-0" CL53 P401 BIT IMP	2	EACH	$ 2,085.00	$ 4,170	$ 2,719.00	$ 5,438
23	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MJ CAP W/2" TAP C153 U/L BIT IMP TESTING	3	EACH	$ 144.00	$ 432	$ 367.64	$ 1,103
25	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FASTITE DIP PR350 P401 BIT SBR IMP -- PROD 100 FT/DAY	120	LNFT	$ 35.00	$ 4,200	$ 35.00	$ 4,200
27	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ 90 C153 P401 BIT IMP	2	EACH	$ 425.00	$ 850	$ 425.00	$ 850
29	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ 11-1/4 C153 P401 BIT IMP	1	EACH	$ 362.04	$ 362	$ 362.04	$ 362
31	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ WYE C153 P401 BIT IMP	3	EACH	$ 550.00	$ 1,650	$ 550.00	$ 1,650
33	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ 45 C153 P401 BIT IMP	4	EACH	$ 365.36	$ 1,461	$ 365.36	$ 1,461
41	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 PE X WC X PE 5'-0" CL53 P401 BIT IMP	2	EACH	$ 1,379.49	$ 2,759	$ 1,379.49	$ 2,759
42	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FLG X PE 5'-0" CL53 P401 BIT IMP	2	EACH	$ 1,379.49	$ 2,759	$ 1,379.49	$ 2,759
43	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FLG BLIND C110 P401 BIT IMP	2	EACH	$ 200.00	$ 400	$ 200.00	$ 400
45	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ CAP W/2" TAP C153 U/L BIT IMP TESTING	2	EACH	$ 133.96	$ 268	$ 133.96	$ 268
47	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ PLUG W/2" TAP C153 U/L BIT IMP TESTING	1	EACH	$ 133.96	$ 134	$ 133.96	$ 134
49	DIP	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 180.00	$ 360	$ 180.00	$ 360
55	DIP	PRETREATMENT FACILITY	PACFRW-DIP M020 SERIES	1	30	30 FLG X WC X PE 2'-0" TFS CL53 CEM PR IMP	4	EACH	$ 6,273.00	$ 25,092	$ 8,181.60	$ 32,726
57	DIP	PRETREATMENT FACILITY	PACFRW-DIP M020 SERIES	1	30	30 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	4	EACH	$ 3,040.00	$ 12,160	$ 3,875.29	$ 15,501
60	DIP	PRETREATMENT FACILITY	FF-DIP M025 SERIES	1	36	36 FLG X WC X PE 2'-0" TFS CL53 CEM PR IMP	2	EACH	$ 7,700.00	$ 15,400	$ 10,042.80	$ 20,086
62	DIP	PRETREATMENT FACILITY	FF-DIP M025 SERIES	1	36	36 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 5,726.00	$ 11,452	$ 7,299.97	$ 14,600
66	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FASTITE DIP PR250 CEM BIT SBR IMP GAFL-- PROD 71.25 FT/DAY	140	LNFT	$ 230.40	$ 32,256	$ 311.92	$ 43,669
68	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG X WC X PE 10'-10" CL53 CEM BIT IMP	7	EACH	$ 7,479.00	$ 52,353	$ 8,704.80	$ 60,934
69	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ 90 C153 CEM BIT IMP	1	EACH	$ 2,852.00	$ 2,852	$ 3,636.15	$ 3,636
71	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ TEE C153 CEM BIT IMP	6	EACH	$ 3,157.00	$ 18,942	$ 4,024.31	$ 24,146
73	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24X18	24X18 MJ TEE C153 CEM BIT IMP	1	EACH	$ 3,157.00	$ 3,157	$ 4,024.31	$ 4,024
76	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 FLG X WC X PE 8'-3" CL53 CEM BIT IMP	1	EACH	$ 5,641.00	$ 5,641	$ 5,641.00	$ 5,641
77	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ CAP W/2" TAP C153 U/L BIT IMP TESTING	1	EACH	$ 964.00	$ 964	$ 1,229.60	$ 1,230
79	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	7	EACH	$ 1,990.00	$ 13,930	$ 2,536.33	$ 17,754
81	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	1	EACH	$ 1,750.00	$ 1,750	$ 1,750.00	$ 1,750
87	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FASTITE DIP PR250 CEM BIT SBR IMP GAFL-- PROD 71.25 FT/DAY	140	LNFT	$ 230.40	$ 32,256	$ 311.92	$ 43,669
89	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG X WC X PE 10'10" CL53 CEM BIT IMP	7	EACH	$ 7,479.00	$ 52,353	$ 8,704.80	$ 60,934
90	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ 90 C153 CEM BIT IMP	1	EACH	$ 2,852.00	$ 2,852	$ 3,636.15	$ 3,636
92	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ TEE C153 CEM BIT IMP	6	EACH	$ 3,157.00	$ 18,942	$ 4,024.31	$ 24,146
94	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24X18	24X18 MJ TEE C153 CEM BIT IMP	1	EACH	$ 3,157.00	$ 3,157	$ 4,024.31	$ 4,024
97	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 MJ CAP W/2" TAP C153 U/L BIT IMP TESTING	1	EACH	$ 964.00	$ 964	$ 1,229.60	$ 1,230
99	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	7	EACH	$ 1,990.00	$ 13,930	$ 2,536.33	$ 17,754
101	DIP	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	1	EACH	$ 1,750.00	$ 1,750	$ 1,750.00	$ 1,750
107	DIP	FILTER BLDG	FF-DIP M030 SERIES	1	18	18 FLG X WC X PE 1'-8" TFS CL53 CEM PR IMP	14	EACH	$ 2,708.00	$ 37,912	$ 2,708.00	$ 37,912
109	DIP	FILTER BLDG	FF-DIP M030 SERIES	1	18	18 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	14	EACH	$ 1,750.00	$ 24,500	$ 1,750.00	$ 24,500
111	DIP	FILTER BLDG	FF-DIP M030 SERIES	1	36	36 FLG X WC X FLG 1'-8" TFS CL53 CEM PR IMP	2	EACH	$ 7,700.00	$ 15,400	$ 10,042.80	$ 20,086
113	DIP	FILTER BLDG	FF-DIP M030 SERIES	1	36	36 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 5,726.00	$ 11,452	$ 7,299.97	$ 14,600
116	DIP	FILTER BLDG	BW-DIP M030 SERIES	1	24	24 FLG X WC X PE 1'-8" TFS CL53 CEM PR IMP	14	EACH	$ 3,777.00	$ 52,878	$ 4,925.40	$ 68,956
118	DIP	FILTER BLDG	BW-DIP M030 SERIES	1	24	24 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	14	EACH	$ 1,990.00	$ 27,860	$ 2,536.33	$ 35,509
121	DIP	FILTER BLDG	AHP-DIP	1	8	8 FLG X WC X PE 10'-0" TFS SCH10 316SST IMP	14	EACH	$ 5,500.00	$ 77,000	$ 2,767.00	$ 38,738
122	DIP	FILTER BLDG	AHP-DIP	1	8	8 FLG X WC X FLG 1'-8" TFS SCH10 316SST IMP	2	EACH	$ 853.00	$ 1,706	$ 1,112.00	$ 2,224
124	DIP	FILTER BLDG	AHP-DIP	1	8	8 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	16	EACH	$ 144.00	$ 2,304	$ 316.77	$ 5,068
127	DIP	FILTER BLDG	BWS-DIP M030 SERIES	1	24	24 FLG X WC X PE 8'-0" TFS CL53 CEM PR IMP	14	EACH	$ 6,969.00	$ 97,566	$ 8,487.00	$ 118,818
129	DIP	FILTER BLDG	BWS-DIP M030 SERIES	1	24	24 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	14	EACH	$ 1,990.00	$ 27,860	$ 2,536.33	$ 35,509
132	DIP	FILTER BLDG	FE-DIP M030 SERIES	1	36	36 FLG X WC X PE 2'-0" TFS CL53 CEM PR IMP	2	EACH	$ 7,700.00	$ 15,400	$ 10,042.80	$ 20,086
134	DIP	FILTER BLDG	FE-DIP M030 SERIES	1	36	36 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 5,726.00	$ 11,452	$ 7,299.97	$ 14,600
137	DIP	FILTER BLDG	FW-DIP M035 SERIES	1	36	36 FLG X WC X FLG 1'-8" TFS CL53 CEM PR IMP	2	EACH	$ 7,700.00	$ 15,400	$ 10,042.80	$ 20,086
139	DIP	FILTER BLDG	FW-DIP M035 SERIES	1	36	36 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 5,726.00	$ 11,452	$ 7,299.97	$ 14,600
142	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 FLG X PE 8'-0" CL53 CEM BIT IMP	2	EACH	$ 6,582.00	$ 13,164	$ 6,582.00	$ 13,164
143	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 MJ 90 C153 CEM BIT IMP	5	EACH	$ 1,622.00	$ 8,110	$ 1,622.00	$ 8,110
144	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 FASTITE DIP PR250 CEM BIT SBR IMP GAFL-- PROD 71.25 FT/DAY	40	LNFT	$ 135.71	$ 5,428	$ 135.71	$ 5,428
148	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 FASTITE DIP PR250 CEM BIT SBR IMP GAFL-- PROD 71.25 FT/DAY	60	LNFT	$ 230.40	$ 13,824	$ 311.92	$ 18,715
152	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36	36 FLEXRING DIP PR250 CEM BIT SBR IMP -- PROD 68.96552 FT/DAY	100	LNFT	$ 468.73	$ 46,873	$ 647.63	$ 64,763
155	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24X16	24X16 MJ TEE C153 CEM BIT IMP	1	EACH	$ 3,157.00	$ 3,157	$ 4,024.31	$ 4,024
156	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24X16	24X16 MJ RED C153 CEM BIT IMP	1	EACH	$ 3,224.00	$ 3,224	$ 3,224.00	$ 3,224
157	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 MJ TEE C153 CEM BIT IMP	2	EACH	$ 3,157.00	$ 6,314	$ 4,024.31	$ 8,049
158	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36X24	36X24 MJ TEE C153 CEM BIT IMP	1	EACH	$ 9,073.00	$ 9,073	$ 9,073.00	$ 9,073
159	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36	36 MJ 90 C153 CEM BIT IMP	1	EACH	$ 7,152.00	$ 7,152	$ 9,117.60	$ 9,118
160	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36X20	36X20 MJ TEE C153 CEM BIT IMP	1	EACH	$ 9,073.00	$ 9,073	$ 9,073.00	$ 9,073
161	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36	36 MJ 45 C153 CEM BIT IMP	1	EACH	$ 5,621.00	$ 5,621	$ 7,165.23	$ 7,165
162	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36X20	36X20 MJ RED C153 CEM BIT IMP	1	EACH	$ 9,073.00	$ 9,073	$ 9,073.00	$ 9,073
163	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	20	20 FLG X PE 10'-0" CL53 CEM BIT IMP	2	EACH	$ 6,376.00	$ 12,752	$ 6,811.20	$ 13,622
164	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 FLG X PE 10'-0" CL53 CEM BIT IMP	1	EACH	$ 7,664.00	$ 7,664	$ 7,742.40	$ 7,742
166	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 MJ 90 C153 CEM BIT IMP	1	EACH	$ 2,852.00	$ 2,852	$ 3,636.15	$ 3,636
167	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 FLG X PE 10'-0" CL53 CEM BIT IMP	1	EACH	$ 7,664.00	$ 7,664	$ 7,742.40	$ 7,742
182	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 950.00	$ 1,900	$ 950.00	$ 1,900
184	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 1,990.00	$ 3,980	$ 2,536.33	$ 5,073
186	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	20	20 FLG BLIND C110 U/L PR IMP W/2" TAP TESTING	2	EACH	$ 3,558.00	$ 7,116	$ 3,558.00	$ 7,116
188	DIP	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36	36 MJ PLUG W/2" TAP C153 U/L BIT IMP TESTING	1	EACH	$ 4,172.00	$ 4,172	$ 5,319.05	$ 5,319

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SEC#	SPECIALTIES	STRUCTURE	PROCESS	BID ITEM	DIA	24-109.6 PEACE RIVER WTP FACILITY EXPANSIO SPECIALTIES SUB TOTAL BUY AMERICAN? DESCRIPTION	$10,788 AIS QTY	UM	FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com PACKAGE TOTAL $ 10,788 NET PRICE	MTRL TOTAL	MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com PACKAGE TOTAL $ 11,866 NET PRICE	MTRL TOTAL
21	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 MEGAFLG DIP FBE IMP	2	EACH	$ 575.00	$ 1,150	$ 632.50	$ 1,265
36	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4-1/2	4-1/2 CI VALVE BOX ASSY IMP	4	EACH	$ 250.00	$ 1,000	$ 275.00	$ 1,100
38	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	0	EXTENSTION STEM W/CR & CLIP 4' IMP	4	EACH	$ 400.00	$ 1,600	$ 440.00	$ 1,760
39	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	3	3 BRASS VALVE TAG IMP	4	EACH	$ 45.00	$ 180	$ 49.50	$ 198
51	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	2	2 THRD TEST TEE ASSY IMP	1	EACH	$ 350.00	$ 350	$ 385.00	$ 385
52	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	2	2 BLACK ROOL PIPE (100') IMP	1	EACH	$ 300.00	$ 300	$ 330.00	$ 330
53	SPECIALTIES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	2	2 THRD 120V SUMP PUMP IMP	1	EACH	$ 500.00	$ 500	$ 550.00	$ 550
83	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 THRD TEST TEE ASSY IMP	1	EACH	$ 350.00	$ 350	$ 385.00	$ 385
84	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 BLACK ROOL PIPE (100') IMP	1	EACH	$ 300.00	$ 300	$ 330.00	$ 330
85	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 THRD 120V SUMP PUMP IMP	1	EACH	$ 500.00	$ 500	$ 550.00	$ 550
103	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 THRD TEST TEE ASSY IMP	1	EACH	$ 350.00	$ 350	$ 385.00	$ 385
104	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 BLACK ROOL PIPE (100') IMP	1	EACH	$ 300.00	$ 300	$ 330.00	$ 330
105	SPECIALTIES	FILTER BLDG	BWW-DIP M030 SERIES	1	2	2 THRD 120V SUMP PUMP IMP	1	EACH	$ 500.00	$ 500	$ 550.00	$ 550
146	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 POLYWRAP 8MIL	40	LNFT	$ 1.59	$ 64	$ 1.75	$ 70
147	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	0	POLYWRAP TAPE	1	EACH	$ 8.00	$ 8	$ 8.80	$ 9
150	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 POLYWRAP 8MIL	60	LNFT	$ 4.00	$ 240	$ 4.40	$ 264
151	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	0	POLYWRAP TAPE	1	EACH	$ 8.00	$ 8	$ 8.80	$ 9
153	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	36	36 POLYWRAP 8MIL	100	LNFT	$ 3.00	$ 300	$ 3.30	$ 330
154	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	0	POLYWRAP TAPE	1	EACH	$ 8.00	$ 8	$ 8.80	$ 9
169	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	4-1/2	4-1/2 CI VALVE BOX ASSY IMP	2	EACH	$ 250.00	$ 500	$ 275.00	$ 550
171	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	0	EXTENSTION STEM W/CR & CLIP 7' IMP	2	EACH	$ 400.00	$ 800	$ 440.00	$ 880
172	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	3	3 BRASS VALVE TAG IMP	2	EACH	$ 45.00	$ 90	$ 49.50	$ 99
174	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	4-1/2	4-1/2 CI VALVE BOX ASSY IMP	2	EACH	$ 250.00	$ 500	$ 275.00	$ 550
176	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	0	EXTENSTION STEM W/CR & CLIP 7' IMP	2	EACH	$ 400.00	$ 800	$ 440.00	$ 880
177	SPECIALTIES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	3	3 BRASS VALVE TAG IMP	2	EACH	$ 45.00	$ 90	$ 49.50	$ 99

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SORT CODES

24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/UG/WALL CAS

NBG KITS

SEC#	NBG KITS	STRUCTURE	PROCESS	BID ITEM	D/A				FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com		MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com	
						SUB TOTAL	$145,059		PACKAGE TOTAL	$ 145,059	PACKAGE TOTAL	$ 155,213
						BUY AMERICAN?		AIS				
						DESCRIPTION	QTY	UM	NET PRICE	MTRL TOTAL	NET PRICE	MTRL TOTAL
15	NBG KITS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG STUD ACCY SET FF A194B8M IMP	22	EACH	$ 350.00	$ 7,700	$ 374.50	$ 8,239
17	NBG KITS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG STUD ACCY SET FF SBR A307B IMP TESTING	22	EACH	$ 225.00	$ 4,950	$ 240.75	$ 5,297
20	NBG KITS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FLG ACCY SET FF SBR CORTEN IMP	3	EACH	$ 225.00	$ 675	$ 240.75	$ 722
44	NBG KITS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FLG ACCY SET FF SBR CORTEN IMP	2	EACH	$ 170.00	$ 340	$ 181.90	$ 364
50	NBG KITS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 170.00	$ 340	$ 181.90	$ 364
56	NBG KITS	PRETREATMENT FACILITY	PACFRW-DIP M020 SERIES	1	30	30 FLG STUD ACCY SET FF SBR A307B IMP	4	EACH	$ 1,200.00	$ 4,800	$ 1,284.00	$ 5,136
58	NBG KITS	PRETREATMENT FACILITY	PACFRW-DIP M020 SERIES	1	30	30 FLG ACCY SET FF SBR A307B IMP TESTING	4	EACH	$ 1,200.00	$ 4,800	$ 1,284.00	$ 5,136
61	NBG KITS	PRETREATMENT FACILITY	FF-DIP M025 SERIES	1	36	36 FLG STUD ACCY SET FF SBR A307B IMP	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
63	NBG KITS	PRETREATMENT FACILITY	FF-DIP M025 SERIES	1	36	36 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
80	NBG KITS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG ACCY SET FF SBR A307B IMP TESTING	7	EACH	$ 642.00	$ 4,494	$ 686.94	$ 4,809
82	NBG KITS	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 FLG ACCY SET FF SBR A307B IMP TESTING	1	EACH	$ 575.00	$ 575	$ 615.25	$ 615
100	NBG KITS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FLG ACCY SET FF SBR A307B IMP TESTING	7	EACH	$ 642.00	$ 4,494	$ 686.94	$ 4,809
102	NBG KITS	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 FLG ACCY SET FF SBR A307B IMP TESTING	1	EACH	$ 575.00	$ 575	$ 615.25	$ 615
108	NBG KITS	FILTER BLDG	FF-DIP M030 SERIES	1	18	18 FLG STUD ACCY SET FF SBR A307B IMP	14	EACH	$ 575.00	$ 8,050	$ 615.25	$ 8,614
110	NBG KITS	FILTER BLDG	FF-DIP M030 SERIES	1	18	18 FLG ACCY SET FF SBR A307B IMP TESTING	14	EACH	$ 575.00	$ 8,050	$ 615.25	$ 8,614
112	NBG KITS	FILTER BLDG	FF-DIP M030 SERIES	1	36	36 FLG STUD ACCY SET FF SBR A307B IMP	4	EACH	$ 1,800.00	$ 7,200	$ 1,926.00	$ 7,704
114	NBG KITS	FILTER BLDG	FF-DIP M030 SERIES	1	36	36 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
117	NBG KITS	FILTER BLDG	BW-DIP M030 SERIES	1	24	24 FLG STUD ACCY SET FF SBR A307B IMP	14	EACH	$ 642.00	$ 8,988	$ 686.94	$ 9,617
119	NBG KITS	FILTER BLDG	BW-DIP M030 SERIES	1	24	24 FLG ACCY SET FF SBR A307B IMP TESTING	14	EACH	$ 642.00	$ 8,988	$ 686.94	$ 9,617
123	NBG KITS	FILTER BLDG	AHP-DIP	1	8	8 FLG STUD ACCY SET FF SBR A194B8M IMP	18	EACH	$ 550.00	$ 9,900	$ 588.50	$ 10,593
125	NBG KITS	FILTER BLDG	AHP-DIP	1	8	8 FLG ACCY SET FF SBR A194B8M IMP TESTING	16	EACH	$ 550.00	$ 8,800	$ 588.50	$ 9,416
128	NBG KITS	FILTER BLDG	BWS-DIP M030 SERIES	1	24	24 FLG STUD ACCY SET FF SBR A307B IMP	14	EACH	$ 642.00	$ 8,988	$ 686.94	$ 9,617
130	NBG KITS	FILTER BLDG	BWS-DIP M030 SERIES	1	24	24 FLG ACCY SET FF SBR A307B IMP TESTING	14	EACH	$ 642.00	$ 8,988	$ 686.94	$ 9,617
133	NBG KITS	FILTER BLDG	FE-DIP M030 SERIES	1	36	36 FLG ACCY SET FF SBR A307B IMP	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
135	NBG KITS	FILTER BLDG	FE-DIP M030 SERIES	1	36	36 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
138	NBG KITS	FILTER BLDG	FW-DIP M035 SERIES	1	36	36 FLG STUD ACCY SET FF SBR A307B IMP	4	EACH	$ 1,800.00	$ 7,200	$ 1,926.00	$ 7,704
140	NBG KITS	FILTER BLDG	FW-DIP M035 SERIES	1	36	36 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 1,800.00	$ 3,600	$ 1,926.00	$ 3,852
165	NBG KITS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 FLG ACCY SET FF SBR A194B8M IMP	2	EACH	$ 525.00	$ 1,050	$ 561.75	$ 1,124
183	NBG KITS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 525.00	$ 1,050	$ 561.75	$ 1,124
185	NBG KITS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 642.00	$ 1,284	$ 686.94	$ 1,374
187	NBG KITS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	20	20 FLG ACCY SET FF SBR A307B IMP TESTING	2	EACH	$ 590.00	$ 1,180	$ 631.30	$ 1,263

300 SUMMARY

SORT CODES

24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/UG/WALL CA

MEGALUGS

SEQ#	MEGALUGS	STRUCTURE	PROCESS	BID ITEM	DIA	DESCRIPTION	QTY	UM	FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com NET PRICE	FERGUSON MTRL TOTAL	MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com NET PRICE	MC DADE WATERWORKS MTRL TOTAL
						SUB TOTAL	$158,407		PACKAGE TOTAL	$ 158,407	PACKAGE TOTAL	$ 169,179
						BUY AMERICAN?		AIS				
5	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 FASTGRIP GSKT SBR IMP	33	EACH	$ 168.00	$ 5,544	$ 179.42	$ 5,921
7	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 DIP MEGALUG SBR CORTEN IMP	36	EACH	$ 93.00	$ 3,348	$ 99.32	$ 3,576
9	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 DIP MEGALUG SBR CORTEN IMP	28	EACH	$ 93.00	$ 2,604	$ 99.32	$ 2,781
11	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 DIP MEGALUG SBR CORTEN IMP	24	EACH	$ 93.00	$ 2,232	$ 99.32	$ 2,384
13	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 DIP MEGALUG SBR CORTEN IMP	30	EACH	$ 93.00	$ 2,790	$ 99.32	$ 2,980
24	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	8	8 DIP MEGALUG SBR CORTEN IMP TESTING	3	EACH	$ 93.00	$ 279	$ 99.32	$ 298
26	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 FASTGRIP GSKT SBR IMP	5	EACH	$ 88.00	$ 440	$ 93.98	$ 470
28	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP	4	EACH	$ 275.00	$ 1,100	$ 293.70	$ 1,175
30	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 275.00	$ 550	$ 293.70	$ 587
32	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP	9	EACH	$ 275.00	$ 2,475	$ 293.70	$ 2,643
34	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP	8	EACH	$ 275.00	$ 2,200	$ 293.70	$ 2,350
40	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP	8	EACH	$ 275.00	$ 2,200	$ 293.70	$ 2,350
46	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 DIP MEGALUG SBR CORTEN IMP TESTING	2	EACH	$ 275.00	$ 550	$ 293.70	$ 587
48	MEGALUGS	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ ACCY SET L/GLAND SBR CORTEN IMP TESTING	1	EACH	$ 45.00	$ 45	$ 48.06	$ 48
67	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FASTGRIP GSKT SBR IMP	6	EACH	$ 1,101.00	$ 6,606	$ 1,175.87	$ 7,055
70	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 1,380.00	$ 2,760	$ 1,473.84	$ 2,948
72	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	18	EACH	$ 1,380.00	$ 24,840	$ 1,473.84	$ 26,529
74	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 1,380.00	$ 2,760	$ 1,473.84	$ 2,948
75	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 DIP MEGALUG SBR CORTEN IMP	1	EACH	$ 395.00	$ 395	$ 421.86	$ 422
78	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP TESTING	1	EACH	$ 1,380.00	$ 1,380	$ 1,473.84	$ 1,474
88	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 FASTGRIP GSKT SBR IMP	6	EACH	$ 1,101.00	$ 6,606	$ 1,175.87	$ 7,055
91	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 1,380.00	$ 2,760	$ 1,473.84	$ 2,948
93	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	18	EACH	$ 1,380.00	$ 24,840	$ 1,473.84	$ 26,529
95	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 1,380.00	$ 2,760	$ 1,473.84	$ 2,948
96	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	18	18 DIP MEGALUG SBR CORTEN IMP	1	EACH	$ 395.00	$ 395	$ 421.86	$ 422
98	MEGALUGS	FILTER BLDG	BWW-DIP M030 SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP TESTING	1	EACH	$ 1,380.00	$ 1,380	$ 1,473.84	$ 1,474
145	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	16	16 FASTGRIP GSKT SBR IMP	1	EACH	$ 566.00	$ 566	$ 604.49	$ 604
149	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	24	24 FASTGRIP GSKT SBR IMP	2	EACH	$ 1,101.00	$ 2,202	$ 1,175.87	$ 2,352
178	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	16	16 DIP MEGALUG SBR CORTEN IMP	16	EACH	$ 375.00	$ 6,000	$ 400.50	$ 6,408
179	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	20	20 DIP MEGALUG SBR CORTEN IMP	2	EACH	$ 1,090.00	$ 2,180	$ 1,164.12	$ 2,328
180	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	24	24 DIP MEGALUG SBR CORTEN IMP	16	EACH	$ 1,380.00	$ 22,080	$ 1,473.84	$ 23,581
181	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	36	36 DIP MEGALUG SBR CORTEN IMP	9	EACH	$ 2,260.00	$ 20,340	$ 2,413.68	$ 21,723
189	MEGALUGS	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M03S SERIES	1	36	36 MJ ACCY SET L/GLAND SBR CORTEN IMP TESTING	1	EACH	$ 1,200.00	$ 1,200	$ 1,281.60	$ 1,282

8 SUMMARY

SEC#	VALVES	STRUCTURE	PROCESS	BID ITEM	DIA	DESCRIPTION	QTY	UM	FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com NET PRICE	FERGUSON MTRL TOTAL	MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com NET PRICE	MC DADE WATERWORKS MTRL TOTAL
SORT CODES						24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/UG/W/						
						VALVES			PACKAGE TOTAL	$ 62,200	PACKAGE TOTAL	$ 67,025
						SUB TOTAL	$62,200					
						BUY AMERICAN?		AIS				
35	VALVES	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 MJ PLUG VALVE 80% PORT 2" OP NUT IMP	4	EACH	$ 2,800.00	$ 11,200	$ 2,800.00	$ 11,200
168	VALVES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	16	16 MJ BUTTERFLY VALVE 2" OP NUT IMP	2	EACH	$ 9,500.00	$ 19,000	$ 9,500.00	$ 19,000
173	VALVES	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	24	24 MJ BUTTERFLY VALVE 2" OP NUT IMP	2	EACH	$ 16,000.00	$ 32,000	$ 18,412.50	$ 36,825

112 SUMMARY

SEC#	C900-SDR 35	STRUCTURE	PROCESS	BID ITEM	DIA	SORT CODES	QTY	UM	FERGUSON MARK STOKES 407.394.9918 mark.stokes@ferguson.com NET PRICE	MTRL TOTAL	MC DADE WATERWORKS MIKE WORRELL 813.740.1144 mike@mcdadewaterworks.com NET PRICE	MTRL TOTAL
						24-109.6 PEACE RIVER WTP FACILITY EXPANSION EP US/U			PACKAGE TOTAL	$ 468	PACKAGE TOTAL	$ 706
						C900-SDR 35						
						SUB TOTAL	$468					
						BUY AMERICAN?		AIS				
						DESCRIPTION						
37	C900-SDR 35	PRETREATMENT FACILITY	DR-DIP M020 SERIES	1	4	4 SDR35 PVC PIPE IMP -- PROD 80 FT/DAY	56	LNFT	$ 4.18	$ 234	$ 6.30	$ 353
170	C900-SDR 35	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	4	4 SDR35 PVC PIPE IMP -- PROD 80 FT/DAY	28	LNFT	$ 4.18	$ 117	$ 6.30	$ 176
175	C900-SDR 35	FILTER BLDG	BWS-DIP FROM PUMP CANS TO YARD M035 SERIES	1	4	4 SDR35 PVC PIPE IMP -- PROD 80 FT/DAY	28	LNFT	$ 4.18	$ 117	$ 6.30	$ 176

Provided for reference. An allowance equal to 10% of the value of this proposal is included for potential engineering services that may be required prior to the GMP Contract Amendment.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

PEACE RIVER FACILITY (PRF) EXPANSION PROJECT

Contract Amendment 3

Engineering Services During Construction

Scope of Work (SOW)

FINAL

Revision 0

6/18/2025

Introduction

The Wharton Smith-Hazen team is currently completing Phase 1 and Contract Amendments 1 and 2 Scopes of Work. This amendment includes Hazen Team's (Hazen, HDR and Ardurra) Engineering Services During Construction of the PRF Expansion Project, which generally includes:

- Project Management and Coordination
  - Project Coordination
  - Progress Meetings
  - Monthly Report and Pay Application
  - Log Management
  - Construction Management Support
- Engineering Services During Construction
  - Preconstruction Conference
  - Submittal Review
  - Requests for Information (RFIs)
  - Site Visits
- Testing, Start-Up, Commissioning, and Operational Testing Support
  - Testing Support
  - Function/Functional Acceptance Testing
  - Commissiong
  - Operation Acceptance Testing
- Standard Operating Procedure (SOP) Development and Training
  - Standard Operating Procedures (SOPs)
  - Training
- Permitting and Post-Construction Services
  - Permitting Support
  - Construction Close Out

    - Substantial and Final Completion
  - Record Drawings

Timeframe and Construction Phasing:

This SOW is based on a notice to proceed for Wharton Smith on August 25, 2025 with a final completion date of May 31, 2028 for a total of 33 months. The project construction schedule includes three construction phases (1) new Sodium Hypochlorite System, (2) solids improvements and (3) remaining portion of the plant.

Task 1.5: Project Management and Coordination

Hazen will provide coordination and management of the engineering services during construction scope of work to support the Progressive Design Builder (Wharton Smith). The following section describes the project management tasks.

1.5.1 Project Coordination:

Hazen will provide the following services for the duration of the construction activities:

- Project Coordination: Coordinate with the Project Manager from the Authority and Wharton Smith via bi-weekly project meetings (Attended by Hazen Project Manager and Deputy Project Manager), 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 sub-consultants, conducting internal weekly meetings and coordinating activities and work efforts.
- Schedule Coordination: Provide monthly input to Wharton Smith for their updated project CPM schedule.
- Manage Budget: Conduct budget planning, monitoring, and control to keep the project within budget and alert Wharton Smith of budget deviations.

Deliverables:

N/A

1.5.2 Construction Progress Meetings

Hazen will attend Wharton Smith led one hour weekly virtual construction progress meetings to review overall construction progress, look ahead schedule, status of submittals and RFIs, anticipated site visits and to discuss any construction concerns for the duration of construction activities. Wharton Smith will provide a meeting agenda and summary of items for each meeting. Hazen will include three design disciplines and one project management representative along with representatives from HDR and Ardurra in these meetings.

Coordination via attending conference calls or in-person meeting to address field construction issues that may impact the PR3 (Reservoir) project work or schedule is included. Assumption is five meetings with two attendees from Hazen and HDR and lasting one hour each.

Deliverables:

- Comments to Wharton Smith's developed meeting agendas and summaries.

1.5.3 Monthly Report and Pay Application

Hazen will prepare and submit monthly Project Status Reports and invoices to Wharton Smith.

Deliverables:

- Monthly Project Status Report and Pay Application

1.5.4 Log Management

Hazen will provide comments to Wharton Smith for their use to populate and update the following logs during construction.

- Action Items Logs
- Change Management Logs
- Pending Decision Logs
- Risk Management Logs

Deliverables:

- Comments to the above listed logs

1.5.5 Construction Management Support

Hazen will provide an Engineer familiar with the project to provide construction management support during the entire construction period. The Engineer will be onsite as necessary to support construction coordination, performing up to 120 visits (Assumes one person per visit). Budget is based on an average of 80 hours per month for the duration of the construction period.

Hazen will provide the following:

- General correspondence with the Authority, Wharton Smith and jurisdictional agencies.
- Maintain internal document management and information sharing system to track submittals and RFIs between Hazen team members.
- Collect and maintain internal files, timely distribution of all documents to all appropriate users and perform duties needed to generate and distribute project documents

- Coordinate submittals and RFIs to provide timely distribution, tracking, responses and monitoring. A submittal review and RFI response plan will be prepared.
- Attend weekly onsite construction progress meetings

Deliverables:

- N/A

Task 17: Engineering Services During Construction

17.1 Preconstruction Conferences

Hazen will assist Wharton Smith in preparing an agenda, meeting summaries and participate in two preconstruction conferences.

Preconstruction Conference: The purpose of the in person / virtual meeting will be to define responsibilities, review project administrative requirements, review schedule, confirm staff contact information, submittals, permitting, schedule, work hours, staffing requirements for shutdown, staging areas, quality control materials testing firm role, Authority RPR role, and startup considerations. Three attendees from Hazen, three attendees from HDR and three attendees from Ardurra will attend the 1-hour meeting.

Structural Preconstruction Conference: The purpose of this in person / virtual meeting is to review the structural design with Wharton Smith and concrete subcontractor. Items included a review of Division 3 specifications, concrete mix designs, foundation soil requirements, concrete testing during concrete pours, concrete finishes, concrete curing, and quality control testing. Two attendees from Hazen, four attendees from HDR will attend the 1-hour meeting.

17.2 Submittal Review

Wharton Smith will prepare submittals as specified in the Contract Documents. Submittals will be reviewed by Hazen for compliance with the design intent and Contract requirements. As part of this task, Hazen will determine the acceptability of substitute materials and equipment proposed by Wharton Smith. It is assumed that 815 individually numbered submittals will be received throughout the project; this includes re-submittals.

Deliverables:

- Comments on submittals

17.3 Respond to Request for Information (RFI)

Hazen will review requests for information (RFIs) and provide interpretations of the Contract Documents to provide required clarifications or explanations of the design intent

and requirements. It is assumed that three-hundred and sixty-five (365) RFIs will be received throughout construction.

Deliverables:

- RFI responses

17.4 Site Visits

Hazen will provide periodic site visits at select critical stages of the project. This Scope of Services assumes up one-hundred (100) site visits across the disciplines involved in the project. Each site visit assumes one person for one day on site. Such site visits shall review materials and equipment being used to determine if work is proceeding, in general accordance with the Contract Documents.

Deliverables:

- Site Visit Reports

Task 18: Testing, Start-Up, Commissioning, and Operational Testing

18.1 Testing Support

Hazen will provide witnessing during equipment and component testing events. It is assumed that the Authority's RPR will be authorized to witness pipeline pressure tests and bacteriological testing procedures. This subtask will provide Hazen staff to witness special tests such as hydraulic structures testing, electrical resistance testing, grounding system tests, and other testing services. It is assumed that Hazen will provide up to eighty (80) hours of testing oversight.

18.2 Start-Up, Commissioning, and Operational Testing

The project start-up, commissioning and operational testing will be split up into three separate areas (1) new Sodium Hypochlorite System, (2) solids improvements and (3) remaining portions of the plant. Each project area will include the below steps as part of Start-up, Commissioning and Operational Testing. Hazen will provide up to 140 days of site visits (assumes one person per site visit) to support the below efforts for this task.

- **Pre-Start-Up Check**
  Hazen will not have effort for this task, which will be focused on manufacturer site visits to review installations and coordinate with Wharton Smith to provide a certificate of proper installation.

- **Functional Testing and Functional Acceptance Testing**

  Hazen will assist Wharton Smith during systems startup, functional testing and functional acceptance testing. This task includes mechanical and electrical system field checkout and testing observation, equipment performance verification, and startup oversight work. This task also includes the networking workshop, loop testing, control strategy verification, and SCADA system startup support. Task also includes reviewing Wharton Smith's startup, testing, and commissioning plans and providing comments.

- **Commissioning**

  Hazen will assist Wharton Smith during commissioning. This task includes providing technical guidance during commissioning testing, reviewing test data, and troubleshooting.

- **Operation Acceptance Testing**

  Hazen will assist the Authority and Wharton Smith during the 30-day Operational Acceptance Testing. This task includes providing technical guidance during operational acceptance testing; reviewing water quality and operational data; and troubleshooting.

Task 19: Standard Operating Procedure Development and Training

The project includes Hazen support in developing Standard Operating Procedure documents, similar in detail to the current documents the Authority has for Plants 1-4. Hazen will also provide training on the overall operation of Plants 5 and 6.

19.1 Standard Operating Procedures (SOP)

Hazen will review existing Plants 3 and 4 SOPs and develop SOPs for Plants 5 and 6 improvements. The SOP will include as-built drawings in PDF format, design criteria, and operator information for each project area. Refer to the below SOP table of contents.

- Overall Plant Background and Operations
- Health and Safety

- Raw Water Flow Control
- PAC System and Contact Tanks
- Rapid Mix, Flocculation, Sedimentation
- Disinfection
- Filtration
- Transfer Pump Station
- Recycle Pump Station
- Chemical Systems
- Solids Thickening and Dewatering
- Electrical Power Systems
- Control System
- Existing Generators for Plants 1 to 4 (Edits based on coordination with Plants 5 and 6 Equipment)

19.2 Training

The project will include the two types of training noted below:

- Equipment: Wharton Smith will coordinate with equipment vendors, confirm agenda, lead and video record the sessions. Equipment training shall be provided per the Contract Documents. Hazen will not participate in these sessions.
- Operations: Hazen will develop and lead process area and overall plant operations training sessions. The training will be provided in three separate 4-hour sessions, which will consist of both a classroom setting and hands-on training. The Hazen budget is based on developing a PowerPoint presentation that summarizes the operational guidance discussed in the above SOPs and attending and performing the training. Training sessions will be recorded.

Task 20: Permitting and Post-Construction Services

The Hazen team will provide site permitting activities to support construction and will develop documentation and support permit close out activities. Hazen will also support the construction close out efforts.

20.1 Permitting and Permitting Support

During the construction work, it is anticipated that site efforts along with coordination with permitting agencies will be necessary. This task provides services for coordination with permitting agencies. Work on this task may include the following:

- Prior to construction/clearing along NW border of site, Hazen will conduct an FWC methodology gopher tortoise burrow survey within the Project boundary/alignment. Survey transects will be conducted within suitable upland habitat in accordance with FWC guidelines, the purpose of which is to identify gopher tortoise burrows interior to, and within 25-feet of, the Project area. Gopher Tortoise site evaluation and permit amendment to current FWC gopher tortoise permit for the site. This effort will be performed prior to initial construction activities. This effort will include three (3) site visits.
    - If required, Hazen will prepare required GIS mapping exhibits relative to the project area for the permit application submittal to the FWC. Hazen will accompany agency staff in the field for a single site visit to verify the results of the survey as part of this scope of service. Fees assume that FWC and/or recipient site fees will be paid directly out of project allowances. Relocation of gopher tortoises is not included in this scope and will be paid for from the project Allowances if added as an additional service. Hazen will provide permit close-out and request refunds on any remaining capacity under the relocation permit.
- Species Survey in areas to be cleared along NW side of site. Effort includes survey to document the presence or absence of Southeastern American kestrel cavities and/or active kestrel nests. Kestrel surveys will be performed in accordance with the Southeastern American Kestrel Species Conservation Measures and Permitting Guidelines, effective December 2020. In addition, HDR will document the presence or absence of Florida Bonneted Bats. The Bonneted Bay surveys will be performed in accordance with the Florida Fish and Wildlife Conservation Commission and U.S. Fish and Wildlife survey guidelines. Two (2) HDR Ecologists will conduct three (3) separate 1-day surveys for each of the Kestrel and Bonneted Bats.
    - Effort will also include preparing a survey summary report of findings for the American Kestrel and the Florida Bonneted Bat. Coordination will be performed with Florida Fish and Wildlife Conservation Commission (FWC) to confirm any protocol changes.

- Hazen will prepare a Wetland Survey for the wetlands along Kings Highway in areas shown below to support identification of construction limits and maintaining required buffer from wetlands and surface waters. The location of wetland lines, Seasonal High Water marks and other jurisdictional lines will be located based on wetland flags and surface water features observed at the time of the field survey. Locations will be obtained using conventional surveying methods with survey quality GPS and Electronic Total Stations with Data Collectors.



Wetland Survey Limits

- Preparation and submission of SWFWMD ERP Certification of construction.
- FDEP Coordination. Hazen will review Wharton developed tie-in plans, pressure test plans, disinfection and sampling plans and provide input for compliance with the permit requirements.
- FDEP Partial Clearances. Hazen will assist Wharton Smith with development of partial requests to place portions of the project into service based on adequate information provided by Wharton Smith to support these requests. It is assumed that no more than eight (8) partial clearance requests related to pipe tie-ins and partial system start-ups will be prepared during construction of the project. Partial record drawings showing substantial variances from the approved permit plan set will be generated by Hazen and included with the clearance requests. It will be the responsibility of Wharton Smith to provide accurate red-line as-builts to support the partial record drawing generation.
- FDEP Final Clearance. Hazen will assist Wharton Smith with development of the final clearance requests to place entirety of the project into service based on adequate information provided by Wharton Smith to support the request. Partial record drawings showing substantial variances from the approved permit plans will be generated by Hazen and included with the clearance requests. It will be the responsibility of Wharton Smith to provide accurate red-line as-builts to support the partial record drawing generation.

Deliverables:

- Gopher Tortoise permit
- Southeastern American Kestrel survey report of findings
- Florida Bonneted Bat survey report of findings
- Certificate of Construction Completion Forms

20.2 Construction Close Out

The project construction schedule includes three construction phases (1) new Sodium Hypochlorite System, (2) solids improvements and (3) remaining portion of the PRF Expansion. Hazen scope of work and budget includes the following efforts for each above phase.

20.2.1 Substantial Completion: Upon request from Wharton Smith for substantial completion status, Hazen will conduct one pre-final site inspection with Authority staff to determine if the project is substantially complete. The pre-final site inspections will be attended by Hazen with up to six (6) team members.

If all parties agree that the work is substantially complete, Hazen will issue a recommendation of substantial completion to Wharton Smith for the purpose of establishing the start date for equipment warranties and to establish the date that the Authority will assume responsibility for the Work.

Hazen will support Authority for preparation of a punch list to be shared with Wharton Smith for final completion based on the observations from the pre-final inspection.

20.2.2 Final Completion: Hazen will conduct one final completion inspection to determine if the work has been completed in accordance with the contract documents and the punch list. The final completion site inspections will be attended by the Hazen with up to six (4) team members.

Hazen will support Authority with construction completion certification documents indicating the work was completed per the design and intentions of the contract documents.

Deliverables:

- Substantial and Final Completion Punch Lists and construction completion forms.
- Certificate of Construction Completion Forms

20. 3 Record Drawings

Hazen will prepare final record drawings based on Wharton Smith supplied red-lined drawings, approved shop drawings, on site observations, and other knowledge regarding field changes and change orders made during the construction phase of the project.

Hazen will provide new utilities, including yard piping and major electrical ductbank, in GIS file format for Authority use.

Deliverables:

- Record Drawings in CAD/Revit and PDF format.
- GIS KMZ files for buried utilities.

ALLOWANCES

Hazen anticipates Wharton Smith will include allowance budget for the following items. This allowance budget is not included in Hazen fee.

- Additional effort beyond the limits identified in above tasks, as well as new tasks not currently identified.
- Additional effort and associated fee will be required for any assistance past the 30-day operation acceptance test period.
- All permit fees.
- Permit conditions not known at this time.
- Gopher Tortoise relocation, and associated FWC and mitigation site fees, if necessary.

SCHEDULE

The timely completion of the construction is essential. Hazen will commence execution upon receipt of the written Notice to Proceed (NTP) from Wharton Smith. SOW is based on a notice to proceed for Wharton Smith on August 25, 2025 with a final completion date of May 31, 2028 for a total of 33 months.

COMPENSATION

Hazen will perform the above Scope of Work for a Lump Sum total of 5,012,006.59.

ASSUMPTIONS AND CLARIFICATIONS

The following assumptions have been made in developing this scope of work, schedule and compensation:

- Authority will perform full-time construction inspection services.
- Hazen will provide site visits and be involved during construction to confirm construction per the contract documents per above tasks.
- Hazen will not perform special inspections related to building code/building department approvals or acceptance.
- All deliverables will be provided as electronic copies.
- The Authority will provide concurrent consolidated submittal review comments, which will include Owner Advisors comments, within seven days.
- No drawing revisions are included in responding to RFI responses. Comments will be provided on PDF using Bluebeam. RFIs related to a specific drawing will include a link to the drawing in question.
- Wharton Smith will provide all asset management data to the Authority.
- There is no effort from Hazen to assist Wharton Smith with any owner directed changes (ODC), change order preparation, or pay application reviews.
- Construction document storage and coordination during construction will be done in ACC Construction Cloud.
- Standard Operating Procedures (SOPs) will be developed for Plants 5 and 6. No updates to SOPs for Plants 1 to 4 are included except for the generators since this project will potentially have equipment connected to the existing standby generators.

End of Scope of Work

PEACE RIVER MANASOTA REGIOINAL WATER SUPPLY AUTHORITY
PEACE RIVER FACILITY EXPANSION PROJECT – FINAL DESIGN, PERMITTING AND CONSTRUCTION
Contract Amendment No. 3 - Engineering Services During Construction
FEE SCHEDULE
REV 0

Date **6/18/2025**

Task Number	Task Description	Fee Type	Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer / Scientist	Engineer	CADD	Admin Support	Labor Hours	Labor Dollars	ODC	Subconsultants	Total Dollars
	(Hourly Rates)		$325.76	$314.12	$280.16	$247.55	$202.36	$168.82	$171.46	$115.00					
	Project Management														
1.5.1	Project Coordination	Lump Sum	80	350	0	0	400	0	0	0	830	$216,947.22	$5,000.00	--	$221,947.22
1.5.2	Construction Progress Meetings	Lump Sum	0	400	0	0	400	0	0	0	800	$206,592.31	$500.00	--	$207,092.31
1.5.3	Monthly Reporting and Pay Applications	Lump Sum	0	35	0	0	150	0	0	66	251	$48,938.56	$0.00	--	$48,938.56
1.5.4	Log Management	Lump Sum	0	35	0	0	100	0	0	0	135	$31,230.42	$0.00	--	$31,230.42
1.5.5	Construction Management Support	Lump Sum	0	0	0	0	2,640	0	0	0	2,640	$534,238.12	$15,000.00	--	$549,238.12
	subtotal		80	820	0	0	3,690	0	0	66	4,656	$1,037,946.63	$20,500.00	$799,351.18	$1,857,797.81
17	**Engineering Services During Construction**														
17.1	Preconstruction Conferences	Lump Sum	2	4	4	0	12	0	0	0	22	$5,456.98	$200.00		$5,656.98
17.2	Submittal Review	Lump Sum	0	435	0	150	1,110	300	0	0	1,995	$449,041.54	$0.00		$449,041.54
17.3	Respond to Request for Information	Lump Sum	0	90	0	80	360	360	0	0	890	$181,699.11	$0.00		$181,699.11
17.4	Site Visits	Lump Sum	0	224	0	80	240	0	0	0	544	$138,733.55	$24,000.00		$162,733.55
	subtotal		2	753	4	310	1,722	660	0	0	3,451	$774,931.19	$24,200.00	$771,545.20	$1,570,676.39
18	**Testing, Start-Up, Commissioning, and Operational Testing**														
18.1	Testing Support	Lump Sum	0	28	0	0	12	0	0	0	40	$11,223.66	$1,250.00	--	$12,473.66
18.2	Start-Up, Commissioning, and Operational Testing	Lump Sum	0	624	0	0	128	0	0	0	752	$221,912.00	$16,000.00	--	$237,912.00
	subtotal		0	652	0	0	140	0	0	0	792	$233,135.66	$17,250.00	$169,292.60	$419,678.26
19	**Standard Operating Procedure Development and Training**														
19.1	Standard Operating Protocals (SOP)	Lump Sum	0	96	40	60	132	80	60	40	508	$111,319.73	$0.00	--	$111,319.73
19.2	Training	Lump Sum	0	64	24	0	72	60	0	0	220	$51,526.46	$6,500.00	--	$58,026.46
	subtotal		0	160	64	60	204	140	60	40	728	$162,846.19	$6,500.00	$157,925.69	$327,271.88
20	**Post Construction**														
20.1	Permitting	Lump Sum	0	28	16	0	80	60	0	0	184	$39,595.85	$0.00	--	$39,595.85
20.2	Construction Close Out	Lump Sum													
20.2.1	Substantial Completion	Lump Sum	2	32	0	0	64	0	0	0	98	$23,654.52	$700.00	--	$24,354.52
20.2.2	Final Completion	Lump Sum	2	16	0	0	32	0	0	0	50	$12,153.02	$700.00	--	$12,853.02
20.3	Recording Drawings	Lump Sum	0	184	0	0	100	260	1,440	0	1,984	$368,833.79	$0.00	--	$368,833.79
	Subtotal		4	260	16	0	276	320	1,440	0	2,316	$444,237.17	$1,400.00	$390,945.07	$836,582.24
Totals	**Grand Total**		**86**	**2,645**	**84**	**370**	**6,032**	**1,120**	**1,500**	**106**	**11,943**	**$2,653,096.84**	**$69,850.00**	**$2,289,059.75**	**$5,012,006.59**

SECTION 4 – CLARIFICATIONS

Please note the following clarifications regarding this proposal:

1. All pricing (labor, material, equipment, subcontract) is based on current market conditions.
2. The duration of material lead times are based on current market conditions.
3. This proposal does not include the previously awarded preconstruction services.
4. Prevailing wages, American Iron and Steel (AIS), and BABA requirements are not incorporated in the pricing.
5. It is assumed that work by others being performed for the Authority will not impact access to the site or any work areas.
6. No provisions for an engineer's or Owners' trailer facility are included.
7. While normal working hours are Monday through Friday, 7:00 AM to 4:00 PM, the site shall remain accessible from 6:00 AM to 6:00 PM for administrative activities, project setup, and project cleanup.
8. Some work will require work outside of the standard working hours, including but not limited to concrete placement and coatings.
9. Testing costs for soils will be included in the Independent Testing Allowance.
10. This proposal does not account for any costs associated with contaminated materials, including but not limited to removal, replacement, disposal, or abatement of contaminated soils of any kind. At the time of this proposal, the Design-Builder has no indication of such conditions existing.
11. It is assumed that the Peace River Manasota RWSA will provide power, water, and chemicals for use during construction at no cost.
12. The Contingencies and Allowances carried within this proposal are reflective of the proposed Risk Register included as part of this proposal. Allocated risk amounts are not intended to establish an upper limit of contingency or allowance per item. Contingency shall be used at the discretion of the Design-Builder for work that is a result of unanticipated costs, unforeseen conditions, unknowns, uncertainties, outstanding design issues, price escalation, as well as errors to and or omissions from this proposal. Use of the contingency must be approved in writing by the Authority.
13. The Authority has existing soil stockpiles that will be used for the surcharging program.
14. We have not included any Builder's Risk deductibles within the proposal. In the event of a Builder's Risk claim, deductibles will be funded out of project contingency.
15. The project schedule is based on receiving Notice to Proceed (NTP) for construction on August 25, 2025. The project schedule will be updated based on the actual NTP date.
16. The Schedule assumes all permits shall be approved by the appropriate government agencies as outlined.

SECTION 5 – RISK REGISTER

RISK REGISTER - Early Work

Project: *Peace River Manasota - Peace River Facility Expansion*

Design Phase: Intermediate Design

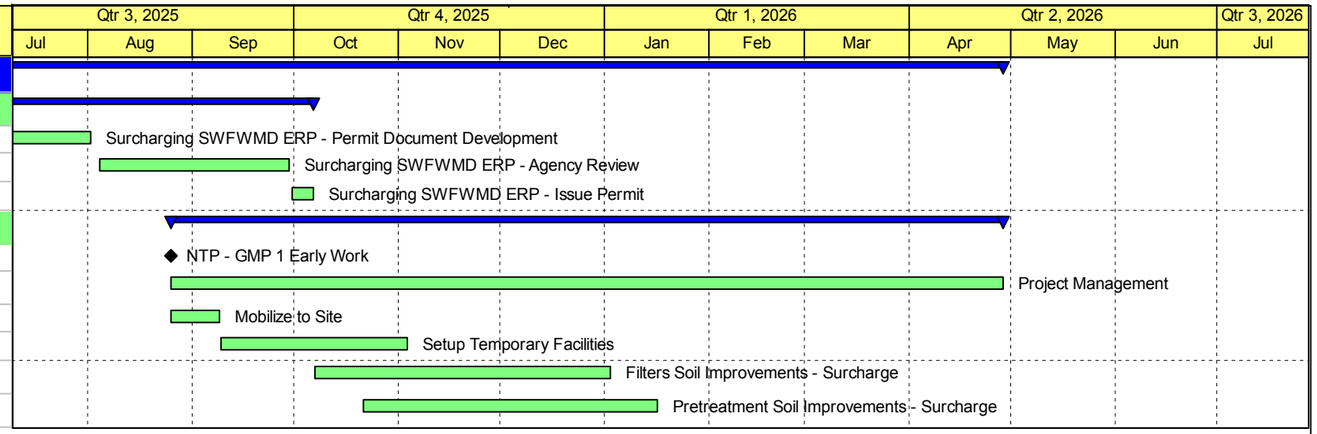
Date: *07/11/25*

Risk Identification			Risk Assessment				Risk Control Measures	Risk Allocation					Comments / Notes
ID No.	Risk Issue	Risk Type	Status	Potential Cost Impact	Potential Schedule Impact	Probability (0-100%)	Risk Mitigation Strategy	Risk Owner	Weighted Cost Exposure (Prob x PCI)	Cost Offset By Allowance	Cost Offset By Contingency	Unmitigated Cost Exposure	
A	**General Items**												
A-1	Adverse Weather	Adverse Weather	New	$ 162,000	10	50%	Provide for reasonable float in schedule and create emergency response plan.	Contractor	$81,000		$81,000	$0	Project is anticipated to include three (3) wet/hurricane seasons
A-2	Permitting Delays	Permitting	New	$ 162,000	10	20%	Engage Agency and Shareholders early in process and promote transparent communication. The Authority is coordinating with County staff to expedite the permitting process.	Shared	$32,000		$32,000	$0	Schedule is based on aggressive permit review times compared to typical review times.
B	**Final Design Items**												
B-3	Unanticipated Scope Costs	Undefined Scope	New	$ 241,000	0		Phased Design and GMP approach in order for Design to progress as far as possible to improve cost certainty. Engage vendors and subcontractors as early as possible to input. Incorporate contingency as appropriate for the level of cost certainty.	Contractor	$241,000		$241,000	$0	Contingency based on current level of design
C	**Project Execution Items**												
C-1	Material Escalations - Pipe (In/Under)	Price Escalation	New	$ 159,000			Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$159,000		$159,000	$0	
C-5	Unforeseen Subsurface Conditions	Unknown Site Conditions	New	$ 324,000	20	50%	Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.	Owner	$162,000		$162,000	$0	
C-8	Unanticipated Site Access, Staging, and Traffic	Owner Operational Impacts	New	$ 100,000	0	50%	Expedite the construction of the additional site access road to facilitate a collaborative site utilization plan. Maintain site access and logistics with plant operations staff by holding weekly check-ins.	Shared	$50,000		$50,000	$0	
E	**Allowances & Excluded Scope Items**												
E-1	Permits	Permitting	New	$ 20,000			Allowance carried in the proposal	Shared	$20,000	$20,000		$0	
E-2	Independent Testing	Excluded Scope	New	$ 200,000			Allowance carried in the proposal	Shared	$200,000	$200,000		$0	
E-3	Electrical	Other	New	$ 400,000			Allowance carried in the proposal	Shared	$400,000	$400,000		$0	
E-4	Pot Holing	Unknown Site Conditions	New	$ 100,000			Allowance carried in the proposal	Shared	$100,000	$100,000		$0	
E-5	Project Specific Professional Liability Insurance	Other	New	$ 1,300,000			Allowance carried in the proposal	Shared	$1,300,000	$1,300,000		$0	
E-6	Work through December (Filters in/under pipe installation and concrete)	Other	New	$ 3,000,000			Allowance carried in the proposal	Shared	$3,000,000	$3,000,000		$0	
E-7	CEI Services	Other	New	$ 502,000			Allowance carried in the proposal	Shared	$502,000	$502,000		$0	
E-8	Site Security Cameras	Other	New	$ 32,000			Allowance carried in the proposal	Shared	$32,000	$32,000		$0	
		PROJECT TOTALS		**$6,702,000**	**40**				**$6,279,000**	**$5,554,000**	**$725,000**	**$0**	

*Note: Allocated risk amounts are not intended to establish an upper limit of contingency or allowance per item. Contingency shall be used at the discretion of the Design-Builder for work that is a result of unanticipated costs, unforeseen conditions, unknowns, uncertainties, outstanding design issues, price escalation, as well as errors to and or omissions from this GMP.

SECTION 6 – SCHEDULE

Activity ID	Activity Name	Dur	Start	Finish
Peace River Facility Expansion DB GMP-1 Early Works		205	07-Jul-25 A	28-Apr-26
Phase 1 - Preconstruction		65	07-Jul-25 A	06-Oct-25
P100	Surcharging SWFWMD ERP - Permit Document Development	20	07-Jul-25 A	01-Aug-25
P110	Surcharging SWFWMD ERP - Agency Review	40	04-Aug-25	29-Sep-25
P120	Surcharging SWFWMD ERP - Issue Permit	5	30-Sep-25	06-Oct-25
Phase 2 - Construction		170	25-Aug-25	28-Apr-26
EW100	NTP - GMP 1 Early Work	0	25-Aug-25*	
EW200	Project Management	170	25-Aug-25	28-Apr-26
EW210	Mobilize to Site	10	25-Aug-25	08-Sep-25
EW220	Setup Temporary Facilities	40	09-Sep-25	03-Nov-25
EW300	Filters Soil Improvements - Surcharge	60	07-Oct-25	02-Jan-26
EW400	Pretreatment Soil Improvements - Surcharge	60	21-Oct-25	16-Jan-26



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Summary

TAB C
Amendment #3 Signatory Page

August 6, 2025

Amendment No. 3 to
Progressive Design-Build Agreement
for the Peace River Facility Expansion

This Amendment No. 3 to the Progressive Design-Build Agreement for the Peace River Facility Expansion dated June 5, 2024, by and between the Peace River Manasota Regional Water Supply Authority ("Authority" or "Owner") and Wharton-Smith, Inc. ("Design-Builder") ("Agreement"), amends the Agreement between the parties. This Amendment is effective when executed by both parties on the last date shown below.

Background

A. The Agreement for the Peace River Facility ("PRF") Expansion Project – Final Design, Permitting, and Construction (the "Project") includes Phase 1 – Preconstruction Services and Phase 2 – Final Design and Construction.

B. Phase 1 of the Project is underway. The parties previously amended the Agreement as follows.

1) On April 10, 2025, the parties executed Amendment No. 1 for Design Builder to provide Process Tank Structural Design as part of Phase 1 Design Services as described in Exhibit 1.1.A.

2) On June 19, 2025, the parties executed Amendment No. 2 which is also part of Phase 1 Design Services and includes 1) Facility Expansion Final Design, and 2) Long Lead Equipment Packages as described in Exhibit 1.1.B. This includes all required engineering design services needed for the contractor to complete the construction work for the completed project.

C. This Amendment No. 3 Early Work Proposal includes selected items such as General Conditions, General Requirements, Initial Engineering Construction Services, selected site work, and selected material purchases.

D. The parties expect that the Design-Builder will provide two additional contract Amendments for Phase 2 Construction Services as follows.

1) Amendment No. 4 is expected to include Construction of the Pretreatment Structure.

2) Amendment No. 5 is expected to be the final project GMP to include all remaining work to complete the project as described in the Contract. The parties expect to present the Final GMP Amendment to the Authority Board on December 3, 2025.

OR

D. The parties expect that the Design-Builder will provide the Final GMP Proposal for

Phase 2 Construction Services to the Authority in November for consideration by the Authority Board at its meeting on December 3, 2025. The Final GMP Amendment No. 4 is expected will include all remaining work to complete the project as described in the Contract.

The Authority and Design-Builder agree as follows:

1. Background and Exhibit. The background stated above and the attached Exhibit entitled, "Amendment No. 3 Early Works Proposal" are part of this Amendment No. 3.

2. Agreement. The provisions of the Agreement govern the parties' obligations concerning this Amendment No. 3.

3. Fees and Time for Completion. The Fees and time for completion of the work under this amendment are included in the attached Exhibit entitled "Amendment No. 3 Early Works Proposal."

4. Effect. Upon execution, this Amendment No. 3 modifies the Agreement and becomes a Contract Document as defined in the Agreement.

The remainer of this page is blank. Signatures appear on the following page.

Witnesses:

_____
Signature

_____
Print name

_____
Print title

_____
Date

_____
Signature

_____
Print name

_____
Print title

_____
Date

Design-Builder: Wharton-Smith, Inc.

_____
Signature

_____
Print name

_____
Print title

_____
Date

Attest:

_____
Signature

_____
Print name

_____
Print title

_____
Date

Peace River Manasota Regional Water Supply Authority:

Richard Anderson, Executive Director

_____
Date

Approved as to Form:

_____
General Counsel

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

GENERAL COUNSEL'S REPORT

Presenter -	Douglas Manson, General Counsel
Recommended Action -	**Status Update.** This item is presented for the Board's information and consideration.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

EXECUTIVE DIRECTOR'S REPORT

Presenter -	Richard Anderson, Executive Director
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
August 06, 2025

REVISED 8/5/25
CHAIRMAN'S REPORT
ITEM 1

Annual Review of Executive Director

Presenter - Commissioner Joe Tiseo, Chairman

Recommended Action - **Motion** to approve Amendment to Employment Agreement for adjustment of Executive Director's annual salary effective October 1, 2025.

Authority policy provides that the Chairman shall review the evaluation forms completed and submitted by each Board member and develop any appropriate recommendations which shall be presented for consideration by the Board. All Board members were provided copies of the performance evaluation form, Board policy and job description to utilize in evaluation of the Executive Director's performance. Commissioner Tiseo will lead Board discussion with Mr. Anderson and make recommendation regarding a salary adjustment consistent with funding included in the Board approved FY 2026 budget effective October 1, 2025.

Attachments:
Board Members' Evaluations

Peace River Manasota
Regional Water Supply Authority

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Richard Anderson

COMMISSIONER: Joe Tiseo

EVALUATION PERIOD: June 2024 - July 2025

EVALUATION INSTRUCTIONS:

PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

RATING SCALE FOR QUALITY OF PERFORMANCE

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

5 **EXCELLENT:** The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.

4 **GOOD:** The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.

3 **SATISFACTORY:** The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.

2 **FAIR:** The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.

0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

1. ABILITY TO COMMUNICATE

Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for **Ability to Communicate:**	**4**
Comments:	

2. LEADERSHIP

Provide leadership and supervision for the Authority to insure accountability and productivity.

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for **Leadership:**	**4**
Comments:	

3. INTEGRITY AND PROFESSIONALISM

Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for **Integrity and Professionalism:**	**4**
Comments:	

4. ORGANIZATIONAL AND PROJECT OVERSIGHT

Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for **Organizational and Project Oversight:**	**4**
Comments:	

5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS

Establish and maintain productive Intergovernmental Relationships (IGR).

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for **Intergovernmental Relations and Interactions with Others:**	**4**
Comments:	

6. BUDGET PLANNING AND OVERSIGHT

Develop and present annual budget to the Board to meet financial challenges facing the organization.

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for **Budget Planning and Oversight:**	**4**
Comments:	

7. JUDGMENT AND DECISION MAKING

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

Overall Rating for **Judgment and Decision Making:**	**4**
Comments:	

SUMMARY:

ABILITY TO COMMUNICATE	**4**
LEADERSHIP	**4**
INTEGRITY AND PROFESSIONALISM	**4**
ORGANIZATIONAL AND PROJECT OVERSIGHT	**4**
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	**4**
BUDGET PLANNING AND OVERSIGHT	**4**
JUDGMENT AND DECISION MAKING	**4**
OVERALL SCORE	**28**

EVALUATOR'S COMMENTS (if any):

Mr. Anderson has done a great job assuming the Director's position. He and his staff have been knowledgeable and prompt in getting me the information I need to carry out my duties. I look forward to another productive year.

Evaluator Signature: _____ **Date:** 07/18/25

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ **Date:** _____

Peace River Manasota
Regional Water Supply Authority

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Richard Anderson

COMMISSIONER: Elton Langford

EVALUATION PERIOD: _____

EVALUATION INSTRUCTIONS:

PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

RATING SCALE FOR QUALITY OF PERFORMANCE

The following rating scale should be used to rate each specific statement under each of the performance dimensions of the Personnel Performance Assessment and Evaluation, and to rate overall performance in each of the categories. Overall performance rating shall determine the merit increase of the executive director as shown in parenthesis.

5 **EXCELLENT:** The incumbent consistently demonstrates performance that significantly surpasses reasonable expectations related to the performance dimension.

4 **GOOD:** The incumbent consistently demonstrates performance that often surpasses reasonable expectations related to the performance dimension. The individual demonstrates no appreciable performance deficiencies.

3 **SATISFACTORY:** The incumbent consistently achieves the reasonable expectations related to the performance dimension. The individual demonstrates an acceptable degree of competence and performance.

2 **FAIR:** The incumbent achieves the minimum of expectations related to the performance dimension. The individual requires development in specific areas in order to meet the reasonable expectations for the performance dimension.

0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

1. **ABILITY TO COMMUNICATE**

Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for **Ability to Communicate:**	5
Comments:	

2. **LEADERSHIP**

Provide leadership and supervision for the Authority to insure accountability and productivity.

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for **Leadership:**	5
Comments:	

3. **INTEGRITY AND PROFESSIONALISM**

Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for **Integrity and Professionalism:**	5
Comments:	

4. **ORGANIZATIONAL AND PROJECT OVERSIGHT**

Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for **Organizational and Project Oversight:**	5
Comments:	

5. **INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS**

Establish and maintain productive Intergovernmental Relationships (IGR).

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for **Intergovernmental Relations and Interactions with Others:**	5
Comments:	

6. **BUDGET PLANNING AND OVERSIGHT**

Develop and present annual budget to the Board to meet financial challenges facing the organization.

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for **Budget Planning and Oversight:**	5
Comments:	

7. JUDGMENT AND DECISION MAKING

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

Overall Rating for **Judgment and Decision Making:**	5
Comments:	

SUMMARY:

ABILITY TO COMMUNICATE	5
LEADERSHIP	5
INTEGRITY AND PROFESSIONALISM	5
ORGANIZATIONAL AND PROJECT OVERSIGHT	5
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	5
BUDGET PLANNING AND OVERSIGHT	5
JUDGMENT AND DECISION MAKING	5
OVERALL SCORE	350

EVALUATOR'S COMMENTS (if any):

Although Richard has been our director for a short period he has carried the authority ahead as planned. With his years of knowledge I am confident he will continue to do us a great job

Evaluator Signature: Elton A Layfield **Date:** 7-22-25

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ **Date:** _____

Peace River Manasota
Regional Water Supply Authority

EXECUTIVE DIRECTOR EVALUATION

EXECUTIVE DIRECTOR: Richard Anderson

COMMISSIONER: Ron Cutsinger

EVALUATION PERIOD: _____

EVALUATION INSTRUCTIONS:

PERFORMANCE CATEGORIES

The Performance Categories that comprise this evaluation tool may be considered subjective, but they are closely aligned with the duties that are performed regularly by the incumbent. With each Performance Category are listed a few key elements for the evaluator to consider. Please score each Performance Category based on the elements listed and other relevant criteria.

RATING SCALE FOR QUALITY OF PERFORMANCE

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0-1 **UNSATISFACTORY:** The incumbent occasionally achieves minimum expectations related to the performance dimension and may be unsuited for the position.

1. ABILITY TO COMMUNICATE

Provide effective level of communications to Commissioners and the public and follow up regarding issues and services.

- Expresses information orally in a clear and concise manner when making presentations to groups or individuals
- Ensures open lines of communication with the Commissioners and all levels of the organization by providing updates related to policy changes, project status, and other items of importance
- Maintains effective communications with the media, and is proactive in providing accurate information that is important to the public

Overall Rating for **Ability to Communicate:**	**5**
Comments: Proactive and responsive.	

2. LEADERSHIP

Provide leadership and supervision for the Authority to insure accountability and productivity.

- Leads by example by adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Motivates people, sparks others to take action, and takes action himself to achieve goals and policies of the Board
- Capable and composed in high pressure situations

Overall Rating for **Leadership:**	**4**
Comments: Respected, positive leadership.	

3. INTEGRITY AND PROFESSIONALISM

Builds credibility, confidence, and a reputation for professionalism with the public, co-workers, and Commissioners.

- Sets and adheres to high ethical standards of behavior, both personally and professionally
- Leads the organization by example in adhering to the Authority's established policies, rules, and procedures, and ensuring that subordinates do the same
- Ensures that all business conducted by the PRMRWSA is free of conflicts of interest or practices that might be construed as illegal, unethical, or un-professional

Overall Rating for **Integrity and Professionalism:**	**5**
Comments: Never a question.	

4. ORGANIZATIONAL AND PROJECT OVERSIGHT

Provide oversight and insure progress continues toward completing high priority capital projects as determined by the 5-year strategic plan.

- Follows through on issues
- Brings people together successfully around tasks
- Manages the process of decision making well; knows who to involve on what issue
- Sets priorities and manages time well

Overall Rating for **Organizational and Project Oversight:**	**5**
Comments: Exceptional progress, confident management of all major projects.	

5. INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS

Establish and maintain productive Intergovernmental Relationships (IGR).

- Consistently acts in a manner that is courteous and professional, including attendance at meetings, returning phone calls/messages, and adhering to scheduled appointments
- Maintains effective working relationships with members of the Board, regulatory agencies, with citizens, community leaders, other outside agencies and the media
- Acknowledges the efforts of others, and gives appropriate credit for their accomplishments
- Works effectively with others over whom he has no direct authority
- Skilled at relating to many different types of people

Overall Rating for **Intergovernmental Relations and Interactions with Others:**	**4**
Comments: Responsive to any call or request.	

6. BUDGET PLANNING AND OVERSIGHT

Develop and present annual budget to the Board to meet financial challenges facing the organization.

- Ensures that the annual budget process meets the operational needs of the organization, follows all legal requirements, and is submitted in a timely manner that allows appropriate review and modification
- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables

Overall Rating for **Budget Planning and Oversight:**	**4**
Comments: Well prepared and efficient meetings and oversight.	

7. JUDGMENT AND DECISION MAKING

- Develops effective monitoring mechanisms to ensure that the organization is meeting its committed deadlines and timetables Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval
- Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources, but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain
- Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents, when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate; and when it is necessary to only provide guidance and support.

Overall Rating for **Judgment and Decision Making:**	**4**
Comments: Engenders confidence that one of the most important facilities in the region is in great hands.	

SUMMARY:

ABILITY TO COMMUNICATE	**5**
LEADERSHIP	**4**
INTEGRITY AND PROFESSIONALISM	**5**
ORGANIZATIONAL AND PROJECT OVERSIGHT	**5**
INTERGOVERNMENTAL RELATIONS AND INTERACTIONS WITH OTHERS	**4**
BUDGET PLANNING AND OVERSIGHT	**4**
JUDGMENT AND DECISION MAKING	**4**
OVERALL SCORE	**31**

EVALUATOR'S COMMENTS (if any):

Seamless transition to the executive director role, excellent progress on all fronts including third reservoir, high marks across the board.

Evaluator Signature: _____ **Date:** 8/5/2025

EXECUTIVE DIRECTOR'S COMMENTS (if any):

Executive Director Signature: _____ **Date:** _____

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

ROUTINE STATUS REPORTS
ITEM 1

Hydrologic Conditions Report

Project Status Report

Project: Hydrologic Conditions Report

Date: August 6, 2025

Prepared By: Kris Ramon, Project Manager III – Water Resources & Planning

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This memorandum summarizes rainfall, surface water conditions, and the Authority's current water storage and supply conditions for the month of June, and the preceding 13-month period.

Rainfall Conditions & Projections

Table 1 summarizes rainfall conditions for the 13-month period from June 1, 2024, through June 30, 2025. Rainfall in the Peace River Basin for the past 12-months totaled 49.15 inches, which is 3.15 inches below the long-term historical average of 52.30 inches. Rainfall for the month of June 2025 totaled 6.81 inches, a value 1.59 inches below the historical monthly average of 8.40 inches for June.

Table 1 (Peace River Basin Rainfall - Inches)

Month	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	12 Mo Total
Historical Avg Rainfall[1]	8.40	8.10	7.70	7.30	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	52.30
Actual Rainfall[2]	6.12	3.52	6.49	11.06	6.21	0.57	0.92	1.67	2.07	0.64	0.37	8.82	6.81	49.15
Diff. Historical vs Actual	-2.28	-4.58	-1.21	3.76	3.11	-1.13	-0.98	-0.53	-0.43	-2.26	-2.13	4.82	-1.59	-3.15

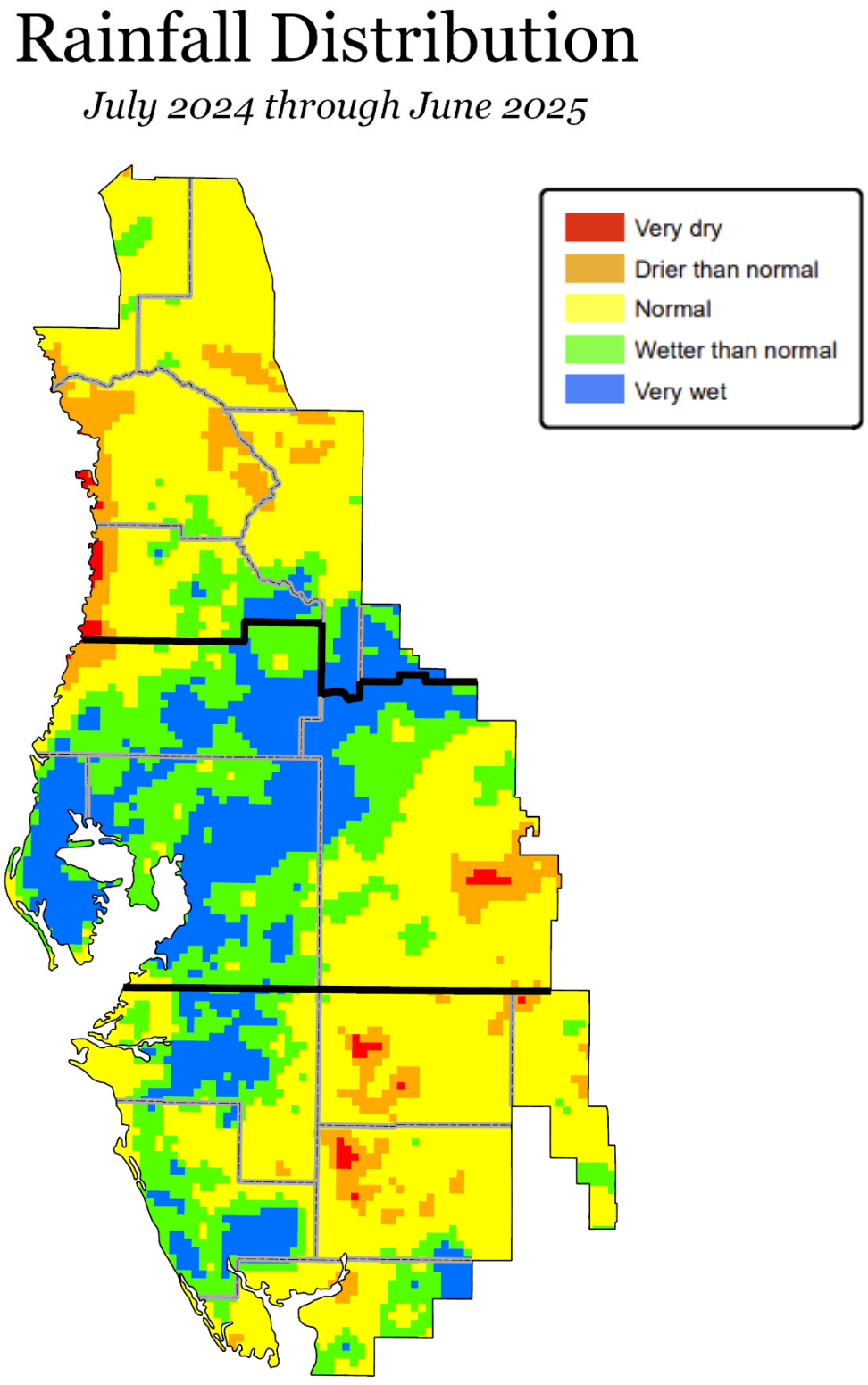
[1] Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

[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 June 2025. Data shown for the Authority's 4-county service area indicates normal to very wet conditions for most of Sarasota County, drier than normal to very wet conditions for most of Charlotte and Manatee Counties, and very dry to very wet conditions for most of DeSoto County. The overall inland Peace River Basin indicates very dry to very wet conditions from Polk to DeSoto Counties over the last 12 months.

NOAA projections for the next three months (July 2025 – September 2025) are likely above normal temperatures and leaning above normal chances of rainfall for Southwest Florida. The NOAA/ENSO (El Nino/ La Nina) extended forecast indicates ENSO-neutral conditions are likely in the Northern Hemisphere summer 2025 (82% chance in June-August), and may continue into winter 2025-26, though confidence is lower (48% chance of Neutral and 41% chance of La Nina in November-January).

Figure 1 (SWFWMD Rainfall Conditions Map)



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

ROUTINE STATUS REPORTS
ITEM 2

Check Registers for May and June 2025

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
CHECK REGISTER: MAY & JUNE 2025

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
05/02/25	40351	FLORIDA WATER RESOURCES JOURNAL	$	176.00
05/02/25	40352	VERIZON WIRELESS	$	213.60
05/02/25	40353	D M CONSTRUCTION CORP	$	28,230.53
05/02/25	40354	Florida Rural Water Association	$	145.40
05/02/25	40355	FLORIDA POWER & LIGHT COMPANY	$	171,737.83
05/02/25	40356	AWWA	$	864.00
05/02/25	40357	SAM'S CLUB/SYNCHRONY BANK	$	588.22
05/02/25	40358	FENDER'S TIRE & BATTERY INC	$	3,631.00
05/02/25	40359	SALOMONE LAW GROUP	$	184.62
05/02/25	40360	EUROFINS EATON ANALYTICAL, LLC	$	972.55
05/02/25	40361	Board of CO. COMM. Sarasota County	$	17,150.81
05/02/25	40362	Manatee County Utilities Department	$	326.54
05/02/25	ACH000340	A C Schultes of Florida Inc	$	215,887.00
05/02/25	ACH000341	ALLIED UNIVERSAL CORP	$	32,047.08
05/02/25	ACH000342	AMAZON Business	$	919.80
05/02/25	ACH000343	BENCHMARK ENVIROANALYTICAL INC	$	6,514.00
05/02/25	ACH000344	Briggs Equipment Inc	$	3,819.22
05/02/25	ACH000345	Brown and Caldwell	$	7,738.70
05/02/25	ACH000346	C & S CHEMICALS INC	$	78,291.08
05/02/25	ACH000347	CAROLLO ENGINEERS INC	$	27,979.00
05/02/25	ACH000348	CED - Port Charlotte	$	12,315.58
05/02/25	ACH000349	CENTURYLINK	$	483.75
05/02/25	ACH000350	CINTAS	$	321.00
05/02/25	ACH000351	CINTAS FIRE 636525	$	1,672.00
05/02/25	ACH000352	COLE-PARMER INSTRUMENT CO	$	60.93
05/02/25	ACH000353	DESOTO COUNTY BOCC	$	3,228.48
05/02/25	ACH000354	DMS-FINANCIAL MGMT SERVICES	$	448.36
05/02/25	ACH000355	DONALDSON COMPANY INC	$	1,306.15
05/02/25	ACH000356	EARTH BALANCE	$	6,353.25
05/02/25	ACH000357	Entech	$	17,187.22
05/02/25	ACH000358	ENVIRONMENTAL EXPRESS INC.	$	611.97
05/02/25	ACH000359	FEDERAL EXPRESS	$	9.58
05/02/25	ACH000360	Fisher Scientific	$	612.89
05/02/25	ACH000361	FLUID CONTROL SPECIALTIES INC	$	6,534.18
05/02/25	ACH000362	GRAINGER	$	9,412.24
05/02/25	ACH000363	Hach Company	$	5,480.75
05/02/25	ACH000364	Hudson Pump	$	4,975.00
05/02/25	ACH000365	INSTRUMART LLC	$	114.80
05/02/25	ACH000366	J.G. British Imports, Inc	$	490.00
05/02/25	ACH000367	Jacobi Carbons Inc	$	71,281.60
05/02/25	ACH000368	Johnson Controls Security Solutions LLC	$	1,539.14
05/02/25	ACH000369	JOHNSON ENGINEERING INC	$	7,848.75
05/02/25	ACH000370	Kevin Jackson	$	110.52
05/02/25	ACH000371	KIMLEY-HORN AND ASSOCIATES INC	$	3,489.13
05/02/25	ACH000372	Natural Resources LLC	$	49,526.30
05/02/25	ACH000373	NAVITAS CREDIT CORP	$	211.58
05/02/25	ACH000374	Principals4Leadership	$	500.00
05/02/25	ACH000375	PRO-CHEM INC	$	629.40
05/02/25	ACH000376	RESPEC Company LLC	$	12,656.20

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Date	Document Number	Payee Name / Description		Amount
05/02/25	ACH000377	RING POWER CORPORATION	$	481.50
05/02/25	ACH000378	Rite Technology	$	2,081.19
05/02/25	ACH000379	RS Americas Inc	$	3,325.43
05/02/25	ACH000380	STANTEC CONSULTING SERVICES	$	16,366.50
05/02/25	ACH000381	SUNSHINE ACE HARDWARE	$	159.90
05/02/25	ACH000382	SYLOGISTMISSION, INC.	$	1,320.07
05/02/25	ACH000383	Tampa Bay Trane	$	545.00
05/02/25	ACH000384	Test Gauge & Backflow Supply	$	190.00
05/02/25	ACH000385	THE LAKE DOCTORS INC	$	3,025.00
05/02/25	ACH000386	The Markay Consulting Group LLC	$	2,950.00
05/02/25	ACH000387	TOI TOI USA	$	433.48
05/02/25	ACH000388	UNIVAR SOLUTIONS USA INC	$	31,648.49
05/16/25	40363	Waste Pro Bradenton/Sarasota	$	190.00
05/16/25	40364	NaturZone Pest Control	$	150.79
05/16/25	40365	DESOTO COUNTY UTILITITES	$	1,606.59
05/16/25	40366	HOME DEPOT CREDIT SERVICE	$	494.31
05/16/25	40367	FENDER'S TIRE & BATTERY INC	$	1,030.00
05/16/25	40368	SUN NEWSPAPER	$	1,072.50
05/16/25	40369	QUALITY STARTER & ALT SER INC	$	565.80
05/16/25	40370	ROSS VALVE MANUFACTURING CO	$	3,069.75
05/16/25	40371	FDOT	$	7.70
05/16/25	40372	SALOMONE LAW GROUP	$	184.62
05/16/25	40373	Water Boy, Inc	$	32.25
05/16/25	ACH000389	Accurate Heating & Cooling, Inc.	$	1,135.00
05/16/25	ACH000390	AIRGAS USA LLC	$	375.95
05/16/25	ACH000391	Alan Jay Automotive Management Inc	$	91,394.00
05/16/25	ACH000392	ALLIED UNIVERSAL CORP	$	93,868.32
05/16/25	ACH000393	AMAZON Business	$	168.09
05/16/25	ACH000394	ANIXTER INC.	$	1,133.89
05/16/25	ACH000395	ANN LEE	$	166.00
05/16/25	ACH000396	Apex Office Products Inc	$	1,443.23
05/16/25	ACH000397	ASRUS LLC	$	5,000.00
05/16/25	ACH000398	Briggs Equipment Inc	$	2,545.93
05/16/25	ACH000399	C & S CHEMICALS INC	$	109,827.76
05/16/25	ACH000400	CAROLLO ENGINEERS INC	$	47,493.80
05/16/25	ACH000401	CED - Port Charlotte	$	3,796.50
05/16/25	ACH000402	CELLHIRE USA,LLC	$	191.01
05/16/25	ACH000403	Century Fire Protection	$	312.00
05/16/25	ACH000404	Centurylink	$	197.48
05/16/25	ACH000405	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
05/16/25	ACH000406	CINTAS	$	796.86
05/16/25	ACH000407	CINTAS FIRE 636525	$	2,450.07
05/16/25	ACH000408	CROM, LLC	$	877.52
05/16/25	ACH000409	Cummins Power South	$	9,254.33
05/16/25	ACH000410	Dalton Delaney	$	251.82
05/16/25	ACH000411	DELL MARKETING LP	$	18,642.26
05/16/25	ACH000412	DeSoto County	$	66,333.33
05/16/25	ACH000413	DONALD MORTON	$	260.00
05/16/25	ACH000414	Environmental Science Associates	$	34,634.41

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Date	Document Number	Payee Name / Description		Amount
05/16/25	ACH000415	FEDERAL EXPRESS	$	31.41
05/16/25	ACH000416	FEL-FT.MYERS WATERWORKS #127	$	3,937.46
05/16/25	ACH000417	Fisher Scientific	$	2,337.77
05/16/25	ACH000418	FRONTIER	$	254.49
05/16/25	ACH000419	FRONTIER COMMUNICATIONS-305	$	255.98
05/16/25	ACH000420	GRAINGER	$	73.22
05/16/25	ACH000421	Guardian Network Solutions	$	2,519.40
05/16/25	ACH000422	Hach Company	$	5,502.74
05/16/25	ACH000423	Hudson Pump	$	1,722.00
05/16/25	ACH000424	IDEXX DISTRIBUTION INC	$	1,552.65
05/16/25	ACH000425	IMPACT FIRE SERVICES, LLC	$	505.00
05/16/25	ACH000426	INSTRUMART LLC	$	1,829.24
05/16/25	ACH000427	Jacobi Carbons Inc	$	139,140.80
05/16/25	ACH000428	Jim Guida	$	254.57
05/16/25	ACH000429	Jimmy Dixon	$	127.14
05/16/25	ACH000430	JOHNSON ENGINEERING INC	$	2,500.50
05/16/25	ACH000431	MSC INDUSTRIAL SUPPLY CO	$	1,527.54
05/16/25	ACH000432	PHENOVA INC	$	404.00
05/16/25	ACH000433	RESPEC Company LLC	$	525.00
05/16/25	ACH000434	REXEL USA Inc	$	4,030.00
05/16/25	ACH000435	Risk Management Associates Inc	$	729,346.00
05/16/25	ACH000436	S&C Electric Company	$	8,190.00
05/16/25	ACH000437	STANTEC CONSULTING SERVICES	$	32,845.20
05/16/25	ACH000438	Sumner Land Management LLC	$	9,680.10
05/16/25	ACH000439	SUNBELT RENTALS	$	2,920.10
05/16/25	ACH000440	SUNSHINE ACE HARDWARE	$	60.95
05/16/25	ACH000441	Tanner Industries, Inc	$	6,338.35
05/16/25	ACH000442	UNIVAR SOLUTIONS USA INC	$	85,131.71
05/16/25	ACH000443	USA Bluebook	$	23,046.77
05/16/25	ACH000444	Vanguard Cleaning Systems of SW Florida	$	2,400.00
05/16/25	ACH000445	VOYAGER FLEET SYSTEMS INC	$	4,923.44
05/16/25	ACH000446	WOMACK SANITATION INC	$	1,602.00
05/30/25	40374	VERIZON WIRELESS	$	202.57
05/30/25	40375	Braden River Utilities LLC	$	137.61
05/30/25	40376	SMITH RANCH & GARDEN INC	$	1,049.45
05/30/25	40377	MAVIS DISCOUNT TIRE	$	2,153.72
05/30/25	40378	SAM'S CLUB/SYNCHRONY BANK	$	55.03
05/30/25	40379	Florida Department of Health	$	2,000.00
05/30/25	40380	SALOMONE LAW GROUP	$	184.62
05/30/25	40381	Ken Burton Jr Tax Collector	$	7.50
05/30/25	40382	D M CONSTRUCTION CORP	$	29,160.58
05/30/25	40383	FLORIDA POWER & LIGHT COMPANY	$	155,729.09
05/30/25	40384	Project Combo Inc.	$	5,390.00
05/30/25	40385	KED GROUP INC	$	7,774.00
05/30/25	ACH000447	ALLIED UNIVERSAL CORP	$	40,770.56
05/30/25	ACH000448	AMAZON Business	$	138.70
05/30/25	ACH000449	Ardurra Group	$	8,131.65
05/30/25	ACH000450	BATTERIES PLUS BULBS #451	$	607.00
05/30/25	ACH000451	BENCHMARK ENVIROANALYTICAL INC	$	7,007.50

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Date	Document Number	Payee Name / Description		Amount
05/30/25	ACH000452	BLACK & VEATCH	$	6,886.00
05/30/25	ACH000453	C & S CHEMICALS INC	$	15,813.42
05/30/25	ACH000454	CAROLLO ENGINEERS INC	$	15,856.85
05/30/25	ACH000455	CED - Port Charlotte	$	887.64
05/30/25	ACH000456	CenturyLink	$	1,652.60
05/30/25	ACH000457	CHARLOTTE COUNTY BCC - LANDFILL	$	5,209.92
05/30/25	ACH000458	DMS-FINANCIAL MGMT SERVICES	$	446.02
05/30/25	ACH000459	DONALDSON COMPANY INC	$	1,730.77
05/30/25	ACH000460	EARTH BALANCE	$	4,664.78
05/30/25	ACH000461	FEDERAL EXPRESS	$	8.71
05/30/25	ACH000462	FEL-FT.MYERS WATERWORKS #127	$	12,412.16
05/30/25	ACH000463	Fisher Scientific	$	2,060.53
05/30/25	ACH000464	Flotech INC	$	3,989.31
05/30/25	ACH000465	FORD RITZ	$	68.00
05/30/25	ACH000466	GRAINGER	$	2,959.98
05/30/25	ACH000467	GRAY MATTER SYSTEMS INC	$	3,091.92
05/30/25	ACH000468	Hach Company	$	5,538.35
05/30/25	ACH000469	Hostetler Irrigation Inc	$	256.75
05/30/25	ACH000470	J.G. British Imports, Inc	$	1,000.00
05/30/25	ACH000471	Jacobi Carbons Inc	$	70,435.20
05/30/25	ACH000472	Johnson Controls Security Solutions LLC	$	513.05
05/30/25	ACH000473	JOHNSON ENGINEERING INC	$	7,190.00
05/30/25	ACH000474	KIMLEY-HORN AND ASSOCIATES INC	$	2,832.50
05/30/25	ACH000475	Matt's Lawn Service	$	6,080.00
05/30/25	ACH000476	McKim and Creed INC	$	3,984.00
05/30/25	ACH000477	PITNEY BOWES	$	163.56
05/30/25	ACH000478	RESPEC Company LLC	$	5,513.84
05/30/25	ACH000479	REXEL USA Inc	$	4,000.12
05/30/25	ACH000480	Risk Management Associates Inc	$	1,488.00
05/30/25	ACH000481	Rite Technology	$	2,081.19
05/30/25	ACH000482	RS Americas Inc	$	303.25
05/30/25	ACH000483	SANDERS LABORATORIES	$	3,650.00
05/30/25	ACH000484	STANTEC CONSULTING SERVICES	$	16,366.50
05/30/25	ACH000485	SYLOGISTMISSION, INC.	$	4,560.00
05/30/25	ACH000486	THATCHER CHEMICAL OF FLORIDA	$	80,046.66
05/30/25	ACH000487	THE LAKE DOCTORS INC	$	3,025.00
05/30/25	ACH000488	UNIVAR SOLUTIONS USA INC	$	32,147.64
05/30/25	ACH000489	USA Bluebook	$	676.00
05/30/25	ACH000490	Vertiv Services Inc.	$	3,698.00
06/16/25	ACH000491	Apex Office Products Inc	$	14.99
06/16/25	ACH000492	BENCHMARK ENVIROANALYTICAL INC	$	2,145.00
06/16/25	ACH000493	Entech	$	6,913.94
06/16/25	ACH000494	Jacobi Carbons Inc	$	141,643.20
06/16/25	ACH000495	Certain Services INC	$	4,419.84
06/16/25	ACH000496	CRUMPTON WELDING SUPPLY	$	461.75
06/16/25	ACH000497	Brown and Caldwell	$	8,215.00
06/16/25	ACH000498	STANTEC CONSULTING SERVICES	$	24,271.16
06/16/25	ACH000499	CINTAS	$	118.00
06/16/25	ACH000500	Matt's Lawn Service	$	1,550.00

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06/16/25	ACH000501	ASRUS LLC	$	3,350.00
06/16/25	ACH000502	FEDERAL EXPRESS	$	28.47
06/16/25	ACH000503	WOMACK SANITATION INC	$	503.00
06/16/25	ACH000504	SUNSHINE ACE HARDWARE	$	205.87
06/16/25	ACH000505	THATCHER CHEMICAL OF FLORIDA	$	124,514.77
06/16/25	ACH000506	CAROLLO ENGINEERS INC	$	40,707.49
06/16/25	ACH000507	AMAZON Business	$	334.28
06/16/25	ACH000508	CINTAS FIRE 636525	$	536.36
06/16/25	ACH000509	Tanner Industries, Inc	$	5,654.84
06/16/25	ACH000510	UNIVAR SOLUTIONS USA INC	$	42,582.67
06/16/25	ACH000511	Cummins Power South	$	1,221.56
06/16/25	ACH000512	FEL-FT.MYERS WATERWORKS #127	$	11,838.28
06/16/25	ACH000513	H2 ENVIRO SOLUTIONS LLC	$	472.18
06/16/25	ACH000514	Environmental Science Associates	$	57,000.92
06/16/25	ACH000515	FRONTIER	$	298.67
06/16/25	ACH000516	CED - Port Charlotte	$	5,040.30
06/16/25	ACH000517	Bryant Miller Olive	$	8,000.00
06/16/25	ACH000518	American SpiralWeld Pipe Company LLC	$	34,750.89
06/16/25	ACH000519	Vanguard Cleaning Systems of SW Florida	$	2,400.00
06/16/25	ACH000520	ROGERS PETROLEUM INC	$	1,714.80
06/16/25	ACH000521	RS Americas Inc	$	293.94
06/16/25	ACH000522	Hach Company	$	4,271.30
06/16/25	ACH000523	MANSON BOLVES DONALDSON TANNER	$	26,763.60
06/16/25	ACH000524	Natural Resources LLC	$	2,682.64
06/16/25	ACH000525	USA Bluebook	$	2,446.44
06/16/25	ACH000526	VOYAGER FLEET SYSTEMS INC	$	4,830.10
06/16/25	ACH000527	ASWATHY WARRIER	$	433.50
06/16/25	ACH000528	DeSoto County	$	66,333.33
06/16/25	ACH000529	CENTURYLINK	$	483.75
06/16/25	40386	Water Boy, Inc	$	51.50
06/16/25	40387	NaturZone Pest Control	$	87.79
06/16/25	40388	Ganett Florida LocaliQ	$	216.50
06/16/25	40389	EUROFINS EATON ANALYTICAL, LLC	$	2,235.00
06/16/25	40390	HOME DEPOT CREDIT SERVICE	$	248.27
06/16/25	40391	SALOMONE LAW GROUP	$	184.62
06/16/25	40392	FENDER'S AUTO PARTS INC	$	329.25
06/16/25	40393	Waste Pro Bradenton/Sarasota	$	190.00
06/16/25	40394	Manatee County Utilities Department	$	327.46
06/27/25	40395	Braden River Utilities LLC	$	117.81
06/27/25	40396	D M CONSTRUCTION CORP	$	21,796.74
06/27/25	40397	FLORIDA POWER & LIGHT COMPANY	$	136,047.44
06/27/25	40398	SALOMONE LAW GROUP	$	184.62
06/27/25	40399	SAM'S CLUB/SYNCHRONY BANK	$	748.75
06/27/25	40400	Truly Nolen	$	331.00
06/27/25	ACH000530	AIRGAS USA LLC	$	383.95
06/27/25	ACH000531	ALLIED UNIVERSAL CORP	$	82,026.24
06/27/25	ACH000532	AMAZON Business	$	255.57
06/27/25	ACH000533	ANN LEE	$	450.00
06/27/25	ACH000534	Apex Office Products Inc	$	268.17

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Date	Document Number	Payee Name / Description		Amount
06/27/25	ACH000535	ARROYO PROCESS EQUIPMENT, INC.	$	2,315.40
06/27/25	ACH000536	BENCHMARK ENVIROANALYTICAL INC	$	1,305.00
06/27/25	ACH000537	Brown and Caldwell	$	8,445.00
06/27/25	ACH000538	CAROLLO ENGINEERS INC	$	26,431.49
06/27/25	ACH000539	CED - Port Charlotte	$	7,901.00
06/27/25	ACH000540	Centurylink	$	197.48
06/27/25	ACH000541	CenturyLink	$	1,652.60
06/27/25	ACH000542	CHARLOTTE COUNTY BCC - LANDFILL	$	7,234.10
06/27/25	ACH000543	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
06/27/25	ACH000544	COLE-PARMER INSTRUMENT CO	$	79.99
06/27/25	ACH000545	CORONADO LAWN SERVICE OF FL	$	13,949.00
06/27/25	ACH000546	Creel Tractor Company	$	2,106.49
06/27/25	ACH000547	Fisher Scientific	$	3,564.16
06/27/25	ACH000548	Flotech INC	$	1,353.90
06/27/25	ACH000549	FLUID CONTROL SPECIALTIES INC	$	220.49
06/27/25	ACH000550	Geotech Environmental Equipment Inc.	$	225.00
06/27/25	ACH000551	Hach Company	$	1,014.00
06/27/25	ACH000552	HVMI LLC	$	45,560.90
06/27/25	ACH000553	Jacobi Carbons Inc	$	282,697.60
06/27/25	ACH000554	JOHNSON ENGINEERING INC	$	10,927.00
06/27/25	ACH000555	McKim and Creed INC	$	9,533.84
06/27/25	ACH000556	Pitney Bowes Global Financial Services	$	188.97
06/27/25	ACH000557	Public Resources Advisory Group Inc	$	2,675.00
06/27/25	ACH000558	RESPEC Company LLC	$	1,575.00
06/27/25	ACH000559	RS Americas Inc	$	826.12
06/27/25	ACH000560	Saigon Striping LLC	$	3,076.15
06/27/25	ACH000561	SYLOGISTMISSION, INC.	$	16,954.81
06/27/25	ACH000562	Tanner Industries, Inc	$	5,689.91
06/27/25	ACH000563	THATCHER CHEMICAL OF FLORIDA	$	52,467.79
06/27/25	ACH000564	THE LAKE DOCTORS INC	$	3,025.00
06/27/25	ACH000565	TOI TOI USA	$	433.48
06/27/25	ACH000566	UNIVAR SOLUTIONS USA INC	$	59,110.04
06/27/25	ACH000567	USA Bluebook	$	1,950.45
06/27/25	ACH000568	FLUID CONTROL SPECIALTIES INC	$	3,377.00
			Total	**$ 4,739,506.84**

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05/02/25	ACH000340	A C Schultes of Florida Inc	$	215,887.00
05/16/25	ACH000389	Accurate Heating & Cooling, Inc.	$	1,135.00
05/16/25	ACH000390	AIRGAS USA LLC	$	375.95
06/27/25	ACH000530	AIRGAS USA LLC	$	383.95
05/16/25	ACH000391	Alan Jay Automotive Management Inc	$	91,394.00
05/02/25	ACH000341	ALLIED UNIVERSAL CORP	$	32,047.08
05/16/25	ACH000392	ALLIED UNIVERSAL CORP	$	93,868.32
05/30/25	ACH000447	ALLIED UNIVERSAL CORP	$	40,770.56
06/27/25	ACH000531	ALLIED UNIVERSAL CORP	$	82,026.24
05/02/25	ACH000342	AMAZON Business	$	919.80
05/16/25	ACH000393	AMAZON Business	$	168.09
05/30/25	ACH000448	AMAZON Business	$	138.70
06/16/25	ACH000507	AMAZON Business	$	334.28
06/27/25	ACH000532	AMAZON Business	$	255.57
06/16/25	ACH000518	American SpiralWeld Pipe Company LLC	$	34,750.89
05/16/25	ACH000394	ANIXTER INC.	$	1,133.89
05/16/25	ACH000395	ANN LEE	$	166.00
06/27/25	ACH000533	ANN LEE	$	450.00
05/16/25	ACH000396	Apex Office Products Inc	$	1,443.23
06/16/25	ACH000491	Apex Office Products Inc	$	14.99
06/27/25	ACH000534	Apex Office Products Inc	$	268.17
05/30/25	ACH000449	Ardurra Group	$	8,131.65
06/27/25	ACH000535	ARROYO PROCESS EQUIPMENT, INC.	$	2,315.40
05/16/25	ACH000397	ASRUS LLC	$	5,000.00
06/16/25	ACH000501	ASRUS LLC	$	3,350.00
06/16/25	ACH000527	ASWATHY WARRIER	$	433.50
05/02/25	40356	AWWA	$	864.00
05/30/25	ACH000450	BATTERIES PLUS BULBS #451	$	607.00
05/02/25	ACH000343	BENCHMARK ENVIROANALYTICAL INC	$	6,514.00
05/30/25	ACH000451	BENCHMARK ENVIROANALYTICAL INC	$	7,007.50
06/16/25	ACH000492	BENCHMARK ENVIROANALYTICAL INC	$	2,145.00
06/27/25	ACH000536	BENCHMARK ENVIROANALYTICAL INC	$	1,305.00
05/30/25	ACH000452	BLACK & VEATCH	$	6,886.00
05/02/25	40361	Board of CO. COMM. Sarasota County	$	17,150.81
05/30/25	40375	Braden River Utilities LLC	$	137.61
06/27/25	40395	Braden River Utilities LLC	$	117.81
05/02/25	ACH000344	Briggs Equipment Inc	$	3,819.22
05/16/25	ACH000398	Briggs Equipment Inc	$	2,545.93
05/02/25	ACH000345	Brown and Caldwell	$	7,738.70
06/16/25	ACH000497	Brown and Caldwell	$	8,215.00
06/27/25	ACH000537	Brown and Caldwell	$	8,445.00
06/16/25	ACH000517	Bryant Miller Olive	$	8,000.00
05/02/25	ACH000346	C & S CHEMICALS INC	$	78,291.08
05/16/25	ACH000399	C & S CHEMICALS INC	$	109,827.76
05/30/25	ACH000453	C & S CHEMICALS INC	$	15,813.42
05/02/25	ACH000347	CAROLLO ENGINEERS INC	$	27,979.00
05/16/25	ACH000400	CAROLLO ENGINEERS INC	$	47,493.80
05/30/25	ACH000454	CAROLLO ENGINEERS INC	$	15,856.85
06/16/25	ACH000506	CAROLLO ENGINEERS INC	$	40,707.49

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06/27/25	ACH000538	CAROLLO ENGINEERS INC	$	26,431.49
05/02/25	ACH000348	CED - Port Charlotte	$	12,315.58
05/16/25	ACH000401	CED - Port Charlotte	$	3,796.50
05/30/25	ACH000455	CED - Port Charlotte	$	887.64
06/16/25	ACH000516	CED - Port Charlotte	$	5,040.30
06/27/25	ACH000539	CED - Port Charlotte	$	7,901.00
05/16/25	ACH000402	CELLHIRE USA,LLC	$	191.01
05/16/25	ACH000403	Century Fire Protection	$	312.00
05/02/25	ACH000349	CENTURYLINK	$	483.75
05/16/25	ACH000404	Centurylink	$	197.48
05/30/25	ACH000456	CenturyLink	$	1,652.60
06/16/25	ACH000529	CENTURYLINK	$	483.75
06/27/25	ACH000540	Centurylink	$	197.48
06/27/25	ACH000541	CenturyLink	$	1,652.60
06/16/25	ACH000495	Certain Services INC	$	4,419.84
05/30/25	ACH000457	CHARLOTTE COUNTY BCC - LANDFILL	$	5,209.92
06/27/25	ACH000542	CHARLOTTE COUNTY BCC - LANDFILL	$	7,234.10
05/16/25	ACH000405	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
06/27/25	ACH000543	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
05/02/25	ACH000350	CINTAS	$	321.00
05/16/25	ACH000406	CINTAS	$	796.86
06/16/25	ACH000499	CINTAS	$	118.00
05/02/25	ACH000351	CINTAS FIRE 636525	$	1,672.00
05/16/25	ACH000407	CINTAS FIRE 636525	$	2,450.07
06/16/25	ACH000508	CINTAS FIRE 636525	$	536.36
05/02/25	ACH000352	COLE-PARMER INSTRUMENT CO	$	60.93
06/27/25	ACH000544	COLE-PARMER INSTRUMENT CO	$	79.99
06/27/25	ACH000545	CORONADO LAWN SERVICE OF FL	$	13,949.00
06/27/25	ACH000546	Creel Tractor Company	$	2,106.49
05/16/25	ACH000408	CROM, LLC	$	877.52
06/16/25	ACH000496	CRUMPTON WELDING SUPPLY	$	461.75
05/16/25	ACH000409	Cummins Power South	$	9,254.33
06/16/25	ACH000511	Cummins Power South	$	1,221.56
05/02/25	40353	D M CONSTRUCTION CORP	$	28,230.53
05/30/25	40382	D M CONSTRUCTION CORP	$	29,160.58
06/27/25	40396	D M CONSTRUCTION CORP	$	21,796.74
05/16/25	ACH000410	Dalton Delaney	$	251.82
05/16/25	ACH000411	DELL MARKETING LP	$	18,642.26
05/16/25	ACH000412	DeSoto County	$	66,333.33
06/16/25	ACH000528	DeSoto County	$	66,333.33
05/02/25	ACH000353	DESOTO COUNTY BOCC	$	3,228.48
05/16/25	40365	DESOTO COUNTY UTILITITES	$	1,606.59
05/02/25	ACH000354	DMS-FINANCIAL MGMT SERVICES	$	448.36
05/30/25	ACH000458	DMS-FINANCIAL MGMT SERVICES	$	446.02
05/16/25	ACH000413	DONALD MORTON	$	260.00
05/02/25	ACH000355	DONALDSON COMPANY INC	$	1,306.15
05/30/25	ACH000459	DONALDSON COMPANY INC	$	1,730.77
05/02/25	ACH000356	EARTH BALANCE	$	6,353.25
05/30/25	ACH000460	EARTH BALANCE	$	4,664.78

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Date	Document Number	Payee Name / Description		Amount
05/02/25	ACH000357	Entech	$	17,187.22
06/16/25	ACH000493	Entech	$	6,913.94
05/02/25	ACH000358	ENVIRONMENTAL EXPRESS INC.	$	611.97
05/16/25	ACH000414	Environmental Science Associates	$	34,634.41
06/16/25	ACH000514	Environmental Science Associates	$	57,000.92
05/02/25	40360	EUROFINS EATON ANALYTICAL, LLC	$	972.55
06/16/25	40389	EUROFINS EATON ANALYTICAL, LLC	$	2,235.00
05/16/25	40371	FDOT	$	7.70
05/02/25	ACH000359	FEDERAL EXPRESS	$	9.58
05/16/25	ACH000415	FEDERAL EXPRESS	$	31.41
05/30/25	ACH000461	FEDERAL EXPRESS	$	8.71
06/16/25	ACH000502	FEDERAL EXPRESS	$	28.47
05/16/25	ACH000416	FEL-FT.MYERS WATERWORKS #127	$	3,937.46
05/30/25	ACH000462	FEL-FT.MYERS WATERWORKS #127	$	12,412.16
06/16/25	ACH000512	FEL-FT.MYERS WATERWORKS #127	$	11,838.28
06/16/25	40392	FENDER'S AUTO PARTS INC	$	329.25
05/02/25	40358	FENDER'S TIRE & BATTERY INC	$	3,631.00
05/16/25	40367	FENDER'S TIRE & BATTERY INC	$	1,030.00
05/02/25	ACH000360	Fisher Scientific	$	612.89
05/16/25	ACH000417	Fisher Scientific	$	2,337.77
05/30/25	ACH000463	Fisher Scientific	$	2,060.53
06/27/25	ACH000547	Fisher Scientific	$	3,564.16
05/30/25	40379	Florida Department of Health	$	2,000.00
05/02/25	40355	FLORIDA POWER & LIGHT COMPANY	$	171,737.83
05/30/25	40383	FLORIDA POWER & LIGHT COMPANY	$	155,729.09
06/27/25	40397	FLORIDA POWER & LIGHT COMPANY	$	136,047.44
05/02/25	40354	Florida Rural Water Association	$	145.40
05/02/25	40351	FLORIDA WATER RESOURCES JOURNAL	$	176.00
05/30/25	ACH000464	Flotech INC	$	3,989.31
06/27/25	ACH000548	Flotech INC	$	1,353.90
05/02/25	ACH000361	FLUID CONTROL SPECIALTIES INC	$	6,534.18
06/27/25	ACH000549	FLUID CONTROL SPECIALTIES INC	$	220.49
06/27/25	ACH000568	FLUID CONTROL SPECIALTIES INC	$	3,377.00
05/30/25	ACH000465	FORD RITZ	$	68.00
05/16/25	ACH000418	FRONTIER	$	254.49
06/16/25	ACH000515	FRONTIER	$	298.67
05/16/25	ACH000419	FRONTIER COMMUNICATIONS-305	$	255.98
06/16/25	40388	Ganett Florida LocaliQ	$	216.50
06/27/25	ACH000550	Geotech Environmental Equipment Inc.	$	225.00
05/02/25	ACH000362	GRAINGER	$	9,412.24
05/16/25	ACH000420	GRAINGER	$	73.22
05/30/25	ACH000466	GRAINGER	$	2,959.98
05/30/25	ACH000467	GRAY MATTER SYSTEMS INC	$	3,091.92
05/16/25	ACH000421	Guardian Network Solutions	$	2,519.40
06/16/25	ACH000513	H2 ENVIRO SOLUTIONS LLC	$	472.18
05/02/25	ACH000363	Hach Company	$	5,480.75
05/16/25	ACH000422	Hach Company	$	5,502.74
05/30/25	ACH000468	Hach Company	$	5,538.35
06/16/25	ACH000522	Hach Company	$	4,271.30

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Date	Document Number	Payee Name / Description		Amount
06/27/25	ACH000551	Hach Company	$	1,014.00
05/16/25	40366	HOME DEPOT CREDIT SERVICE	$	494.31
06/16/25	40390	HOME DEPOT CREDIT SERVICE	$	248.27
05/30/25	ACH000469	Hostetler Irrigation Inc	$	256.75
05/02/25	ACH000364	Hudson Pump	$	4,975.00
05/16/25	ACH000423	Hudson Pump	$	1,722.00
06/27/25	ACH000552	HVMI LLC	$	45,560.90
05/16/25	ACH000424	IDEXX DISTRIBUTION INC	$	1,552.65
05/16/25	ACH000425	IMPACT FIRE SERVICES, LLC	$	505.00
05/02/25	ACH000365	INSTRUMART LLC	$	114.80
05/16/25	ACH000426	INSTRUMART LLC	$	1,829.24
05/02/25	ACH000366	J.G. British Imports, Inc	$	490.00
05/30/25	ACH000470	J.G. British Imports, Inc	$	1,000.00
05/02/25	ACH000367	Jacobi Carbons Inc	$	71,281.60
05/16/25	ACH000427	Jacobi Carbons Inc	$	139,140.80
05/30/25	ACH000471	Jacobi Carbons Inc	$	70,435.20
06/16/25	ACH000494	Jacobi Carbons Inc	$	141,643.20
06/27/25	ACH000553	Jacobi Carbons Inc	$	282,697.60
05/16/25	ACH000428	Jim Guida	$	254.57
05/16/25	ACH000429	Jimmy Dixon	$	127.14
05/02/25	ACH000368	Johnson Controls Security Solutions LLC	$	1,539.14
05/30/25	ACH000472	Johnson Controls Security Solutions LLC	$	513.05
05/02/25	ACH000369	JOHNSON ENGINEERING INC	$	7,848.75
05/16/25	ACH000430	JOHNSON ENGINEERING INC	$	2,500.50
05/30/25	ACH000473	JOHNSON ENGINEERING INC	$	7,190.00
06/27/25	ACH000554	JOHNSON ENGINEERING INC	$	10,927.00
05/30/25	40385	KED GROUP INC	$	7,774.00
05/30/25	40381	Ken Burton Jr Tax Collector	$	7.50
05/02/25	ACH000370	Kevin Jackson	$	110.52
05/02/25	ACH000371	KIMLEY-HORN AND ASSOCIATES INC	$	3,489.13
05/30/25	ACH000474	KIMLEY-HORN AND ASSOCIATES INC	$	2,832.50
05/02/25	40362	Manatee County Utilities Department	$	326.54
06/16/25	40394	Manatee County Utilities Department	$	327.46
06/16/25	ACH000523	MANSON BOLVES DONALDSON TANNER	$	26,763.60
05/30/25	ACH000475	Matt's Lawn Service	$	6,080.00
06/16/25	ACH000500	Matt's Lawn Service	$	1,550.00
05/30/25	40377	MAVIS DISCOUNT TIRE	$	2,153.72
05/30/25	ACH000476	McKim and Creed INC	$	3,984.00
06/27/25	ACH000555	McKim and Creed INC	$	9,533.84
05/16/25	ACH000431	MSC INDUSTRIAL SUPPLY CO	$	1,527.54
05/02/25	ACH000372	Natural Resources LLC	$	49,526.30
06/16/25	ACH000524	Natural Resources LLC	$	2,682.64
05/16/25	40364	NaturZone Pest Control	$	150.79
06/16/25	40387	NaturZone Pest Control	$	87.79
05/02/25	ACH000373	NAVITAS CREDIT CORP	$	211.58
05/16/25	ACH000432	PHENOVA INC	$	404.00
05/30/25	ACH000477	PITNEY BOWES	$	163.56
06/27/25	ACH000556	Pitney Bowes Global Financial Services	$	188.97
05/02/25	ACH000374	Principals4Leadership	$	500.00

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Date	Document Number	Payee Name / Description		Amount
05/02/25	ACH000375	PRO-CHEM INC	$	629.40
05/30/25	40384	Project Combo Inc.	$	5,390.00
06/27/25	ACH000557	Public Resources Advisory Group Inc	$	2,675.00
05/16/25	40369	QUALITY STARTER & ALT SER INC	$	565.80
05/02/25	ACH000376	RESPEC Company LLC	$	12,656.20
05/16/25	ACH000433	RESPEC Company LLC	$	525.00
05/30/25	ACH000478	RESPEC Company LLC	$	5,513.84
06/27/25	ACH000558	RESPEC Company LLC	$	1,575.00
05/16/25	ACH000434	REXEL USA Inc	$	4,030.00
05/30/25	ACH000479	REXEL USA Inc	$	4,000.12
05/02/25	ACH000377	RING POWER CORPORATION	$	481.50
05/16/25	ACH000435	Risk Management Associates Inc	$	729,346.00
05/30/25	ACH000480	Risk Management Associates Inc	$	1,488.00
05/02/25	ACH000378	Rite Technology	$	2,081.19
05/30/25	ACH000481	Rite Technology	$	2,081.19
06/16/25	ACH000520	ROGERS PETROLEUM INC	$	1,714.80
05/16/25	40370	ROSS VALVE MANUFACTURING CO	$	3,069.75
05/02/25	ACH000379	RS Americas Inc	$	3,325.43
05/30/25	ACH000482	RS Americas Inc	$	303.25
06/16/25	ACH000521	RS Americas Inc	$	293.94
06/27/25	ACH000559	RS Americas Inc	$	826.12
05/16/25	ACH000436	S&C Electric Company	$	8,190.00
06/27/25	ACH000560	Saigon Striping LLC	$	3,076.15
05/02/25	40359	SALOMONE LAW GROUP	$	184.62
05/16/25	40372	SALOMONE LAW GROUP	$	184.62
05/30/25	40380	SALOMONE LAW GROUP	$	184.62
06/16/25	40391	SALOMONE LAW GROUP	$	184.62
06/27/25	40398	SALOMONE LAW GROUP	$	184.62
05/02/25	40357	SAM'S CLUB/SYNCHRONY BANK	$	588.22
05/30/25	40378	SAM'S CLUB/SYNCHRONY BANK	$	55.03
06/27/25	40399	SAM'S CLUB/SYNCHRONY BANK	$	748.75
05/30/25	ACH000483	SANDERS LABORATORIES	$	3,650.00
05/30/25	40376	SMITH RANCH & GARDEN INC	$	1,049.45
05/02/25	ACH000380	STANTEC CONSULTING SERVICES	$	16,366.50
05/16/25	ACH000437	STANTEC CONSULTING SERVICES	$	32,845.20
05/30/25	ACH000484	STANTEC CONSULTING SERVICES	$	16,366.50
06/16/25	ACH000498	STANTEC CONSULTING SERVICES	$	24,271.16
05/16/25	ACH000438	Sumner Land Management LLC	$	9,680.10
05/16/25	40368	SUN NEWSPAPER	$	1,072.50
05/16/25	ACH000439	SUNBELT RENTALS	$	2,920.10
05/02/25	ACH000381	SUNSHINE ACE HARDWARE	$	159.90
05/16/25	ACH000440	SUNSHINE ACE HARDWARE	$	60.95
06/16/25	ACH000504	SUNSHINE ACE HARDWARE	$	205.87
05/02/25	ACH000382	SYLOGISTMISSION, INC.	$	1,320.07
05/30/25	ACH000485	SYLOGISTMISSION, INC.	$	4,560.00
06/27/25	ACH000561	SYLOGISTMISSION, INC.	$	16,954.81
05/02/25	ACH000383	Tampa Bay Trane	$	545.00
05/16/25	ACH000441	Tanner Industries, Inc	$	6,338.35
06/16/25	ACH000509	Tanner Industries, Inc	$	5,654.84

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Date	Document Number	Payee Name / Description		Amount
06/27/25	ACH000562	Tanner Industries, Inc	$	5,689.91
05/02/25	ACH000384	Test Gauge & Backflow Supply	$	190.00
05/30/25	ACH000486	THATCHER CHEMICAL OF FLORIDA	$	80,046.66
06/16/25	ACH000505	THATCHER CHEMICAL OF FLORIDA	$	124,514.77
06/27/25	ACH000563	THATCHER CHEMICAL OF FLORIDA	$	52,467.79
05/02/25	ACH000385	THE LAKE DOCTORS INC	$	3,025.00
05/30/25	ACH000487	THE LAKE DOCTORS INC	$	3,025.00
06/27/25	ACH000564	THE LAKE DOCTORS INC	$	3,025.00
05/02/25	ACH000386	The Markay Consulting Group LLC	$	2,950.00
05/02/25	ACH000387	TOI TOI USA	$	433.48
06/27/25	ACH000565	TOI TOI USA	$	433.48
06/27/25	40400	Truly Nolen	$	331.00
05/02/25	ACH000388	UNIVAR SOLUTIONS USA INC	$	31,648.49
05/16/25	ACH000442	UNIVAR SOLUTIONS USA INC	$	85,131.71
05/30/25	ACH000488	UNIVAR SOLUTIONS USA INC	$	32,147.64
06/16/25	ACH000510	UNIVAR SOLUTIONS USA INC	$	42,582.67
06/27/25	ACH000566	UNIVAR SOLUTIONS USA INC	$	59,110.04
05/16/25	ACH000443	USA Bluebook	$	23,046.77
05/30/25	ACH000489	USA Bluebook	$	676.00
06/16/25	ACH000525	USA Bluebook	$	2,446.44
06/27/25	ACH000567	USA Bluebook	$	1,950.45
05/16/25	ACH000444	Vanguard Cleaning Systems of SW Florida	$	2,400.00
06/16/25	ACH000519	Vanguard Cleaning Systems of SW Florida	$	2,400.00
05/02/25	40352	VERIZON WIRELESS	$	213.60
05/30/25	40374	VERIZON WIRELESS	$	202.57
05/30/25	ACH000490	Vertiv Services Inc.	$	3,698.00
05/16/25	ACH000445	VOYAGER FLEET SYSTEMS INC	$	4,923.44
06/16/25	ACH000526	VOYAGER FLEET SYSTEMS INC	$	4,830.10
05/16/25	40363	Waste Pro Bradenton/Sarasota	$	190.00
06/16/25	40393	Waste Pro Bradenton/Sarasota	$	190.00
05/16/25	40373	Water Boy, Inc	$	32.25
06/16/25	40386	Water Boy, Inc	$	51.50
05/16/25	ACH000446	WOMACK SANITATION INC	$	1,602.00
06/16/25	ACH000503	WOMACK SANITATION INC	$	503.00
		Total	**$**	**4,739,506.84**

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Date	Document Number	Payee Name / Description		Amount
05/16/25	ACH000435	Risk Management Associates Inc	$	729,346.00
06/27/25	ACH000553	Jacobi Carbons Inc	$	282,697.60
05/02/25	ACH000340	A C Schultes of Florida Inc	$	215,887.00
05/02/25	40355	FLORIDA POWER & LIGHT COMPANY	$	171,737.83
05/30/25	40383	FLORIDA POWER & LIGHT COMPANY	$	155,729.09
06/16/25	ACH000494	Jacobi Carbons Inc	$	141,643.20
05/16/25	ACH000427	Jacobi Carbons Inc	$	139,140.80
06/27/25	40397	FLORIDA POWER & LIGHT COMPANY	$	136,047.44
06/16/25	ACH000505	THATCHER CHEMICAL OF FLORIDA	$	124,514.77
05/16/25	ACH000405	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
06/27/25	ACH000543	CHARLOTTE COUNTY BD OF COMMISSIONER	$	112,951.84
05/16/25	ACH000399	C & S CHEMICALS INC	$	109,827.76
05/16/25	ACH000392	ALLIED UNIVERSAL CORP	$	93,868.32
05/16/25	ACH000391	Alan Jay Automotive Management Inc	$	91,394.00
05/16/25	ACH000442	UNIVAR SOLUTIONS USA INC	$	85,131.71
06/27/25	ACH000531	ALLIED UNIVERSAL CORP	$	82,026.24
05/30/25	ACH000486	THATCHER CHEMICAL OF FLORIDA	$	80,046.66
05/02/25	ACH000346	C & S CHEMICALS INC	$	78,291.08
05/02/25	ACH000367	Jacobi Carbons Inc	$	71,281.60
05/30/25	ACH000471	Jacobi Carbons Inc	$	70,435.20
05/16/25	ACH000412	DeSoto County	$	66,333.33
06/16/25	ACH000528	DeSoto County	$	66,333.33
06/27/25	ACH000566	UNIVAR SOLUTIONS USA INC	$	59,110.04
06/16/25	ACH000514	Environmental Science Associates	$	57,000.92
06/27/25	ACH000563	THATCHER CHEMICAL OF FLORIDA	$	52,467.79
05/02/25	ACH000372	Natural Resources LLC	$	49,526.30
05/16/25	ACH000400	CAROLLO ENGINEERS INC	$	47,493.80
06/27/25	ACH000552	HVMI LLC	$	45,560.90
06/16/25	ACH000510	UNIVAR SOLUTIONS USA INC	$	42,582.67
05/30/25	ACH000447	ALLIED UNIVERSAL CORP	$	40,770.56
06/16/25	ACH000506	CAROLLO ENGINEERS INC	$	40,707.49
06/16/25	ACH000518	American SpiralWeld Pipe Company LLC	$	34,750.89
05/16/25	ACH000414	Environmental Science Associates	$	34,634.41
05/16/25	ACH000437	STANTEC CONSULTING SERVICES	$	32,845.20
05/30/25	ACH000488	UNIVAR SOLUTIONS USA INC	$	32,147.64
05/02/25	ACH000341	ALLIED UNIVERSAL CORP	$	32,047.08
05/02/25	ACH000388	UNIVAR SOLUTIONS USA INC	$	31,648.49
05/30/25	40382	D M CONSTRUCTION CORP	$	29,160.58
05/02/25	40353	D M CONSTRUCTION CORP	$	28,230.53
05/02/25	ACH000347	CAROLLO ENGINEERS INC	$	27,979.00
06/16/25	ACH000523	MANSON BOLVES DONALDSON TANNER	$	26,763.60
06/27/25	ACH000538	CAROLLO ENGINEERS INC	$	26,431.49
06/16/25	ACH000498	STANTEC CONSULTING SERVICES	$	24,271.16
05/16/25	ACH000443	USA Bluebook	$	23,046.77
06/27/25	40396	D M CONSTRUCTION CORP	$	21,796.74
05/16/25	ACH000411	DELL MARKETING LP	$	18,642.26
05/02/25	ACH000357	Entech	$	17,187.22
05/02/25	40361	Board of CO. COMM. Sarasota County	$	17,150.81
06/27/25	ACH000561	SYLOGISTMISSION, INC.	$	16,954.81

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05/02/25	ACH000380	STANTEC CONSULTING SERVICES	$	16,366.50
05/30/25	ACH000484	STANTEC CONSULTING SERVICES	$	16,366.50
05/30/25	ACH000454	CAROLLO ENGINEERS INC	$	15,856.85
05/30/25	ACH000453	C & S CHEMICALS INC	$	15,813.42
06/27/25	ACH000545	CORONADO LAWN SERVICE OF FL	$	13,949.00
05/02/25	ACH000376	RESPEC Company LLC	$	12,656.20
05/30/25	ACH000462	FEL-FT.MYERS WATERWORKS #127	$	12,412.16
05/02/25	ACH000348	CED - Port Charlotte	$	12,315.58
06/16/25	ACH000512	FEL-FT.MYERS WATERWORKS #127	$	11,838.28
06/27/25	ACH000554	JOHNSON ENGINEERING INC	$	10,927.00
05/16/25	ACH000438	Sumner Land Management LLC	$	9,680.10
06/27/25	ACH000555	McKim and Creed INC	$	9,533.84
05/02/25	ACH000362	GRAINGER	$	9,412.24
05/16/25	ACH000409	Cummins Power South	$	9,254.33
06/27/25	ACH000537	Brown and Caldwell	$	8,445.00
06/16/25	ACH000497	Brown and Caldwell	$	8,215.00
05/16/25	ACH000436	S&C Electric Company	$	8,190.00
05/30/25	ACH000449	Ardurra Group	$	8,131.65
06/16/25	ACH000517	Bryant Miller Olive	$	8,000.00
06/27/25	ACH000539	CED - Port Charlotte	$	7,901.00
05/02/25	ACH000369	JOHNSON ENGINEERING INC	$	7,848.75
05/30/25	40385	KED GROUP INC	$	7,774.00
05/02/25	ACH000345	Brown and Caldwell	$	7,738.70
06/27/25	ACH000542	CHARLOTTE COUNTY BCC - LANDFILL	$	7,234.10
05/30/25	ACH000473	JOHNSON ENGINEERING INC	$	7,190.00
05/30/25	ACH000451	BENCHMARK ENVIROANALYTICAL INC	$	7,007.50
06/16/25	ACH000493	Entech	$	6,913.94
05/30/25	ACH000452	BLACK & VEATCH	$	6,886.00
05/02/25	ACH000361	FLUID CONTROL SPECIALTIES INC	$	6,534.18
05/02/25	ACH000343	BENCHMARK ENVIROANALYTICAL INC	$	6,514.00
05/02/25	ACH000356	EARTH BALANCE	$	6,353.25
05/16/25	ACH000441	Tanner Industries, Inc	$	6,338.35
05/30/25	ACH000475	Matt's Lawn Service	$	6,080.00
06/27/25	ACH000562	Tanner Industries, Inc	$	5,689.91
06/16/25	ACH000509	Tanner Industries, Inc	$	5,654.84
05/30/25	ACH000468	Hach Company	$	5,538.35
05/30/25	ACH000478	RESPEC Company LLC	$	5,513.84
05/16/25	ACH000422	Hach Company	$	5,502.74
05/02/25	ACH000363	Hach Company	$	5,480.75
05/30/25	40384	Project Combo Inc.	$	5,390.00
05/30/25	ACH000457	CHARLOTTE COUNTY BCC - LANDFILL	$	5,209.92
06/16/25	ACH000516	CED - Port Charlotte	$	5,040.30
05/16/25	ACH000397	ASRUS LLC	$	5,000.00
05/02/25	ACH000364	Hudson Pump	$	4,975.00
05/16/25	ACH000445	VOYAGER FLEET SYSTEMS INC	$	4,923.44
06/16/25	ACH000526	VOYAGER FLEET SYSTEMS INC	$	4,830.10
05/30/25	ACH000460	EARTH BALANCE	$	4,664.78
05/30/25	ACH000485	SYLOGISTMISSION, INC.	$	4,560.00
06/16/25	ACH000495	Certain Services INC	$	4,419.84

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2025

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
06/16/25	ACH000522	Hach Company	$	4,271.30
05/16/25	ACH000434	REXEL USA Inc	$	4,030.00
05/30/25	ACH000479	REXEL USA Inc	$	4,000.12
05/30/25	ACH000464	Flotech INC	$	3,989.31
05/30/25	ACH000476	McKim and Creed INC	$	3,984.00
05/16/25	ACH000416	FEL-FT.MYERS WATERWORKS #127	$	3,937.46
05/02/25	ACH000344	Briggs Equipment Inc	$	3,819.22
05/16/25	ACH000401	CED - Port Charlotte	$	3,796.50
05/30/25	ACH000490	Vertiv Services Inc.	$	3,698.00
05/30/25	ACH000483	SANDERS LABORATORIES	$	3,650.00
05/02/25	40358	FENDER'S TIRE & BATTERY INC	$	3,631.00
06/27/25	ACH000547	Fisher Scientific	$	3,564.16
05/02/25	ACH000371	KIMLEY-HORN AND ASSOCIATES INC	$	3,489.13
06/27/25	ACH000568	FLUID CONTROL SPECIALTIES INC	$	3,377.00
06/16/25	ACH000501	ASRUS LLC	$	3,350.00
05/02/25	ACH000379	RS Americas Inc	$	3,325.43
05/02/25	ACH000353	DESOTO COUNTY BOCC	$	3,228.48
05/30/25	ACH000467	GRAY MATTER SYSTEMS INC	$	3,091.92
06/27/25	ACH000560	Saigon Striping LLC	$	3,076.15
05/16/25	40370	ROSS VALVE MANUFACTURING CO	$	3,069.75
05/02/25	ACH000385	THE LAKE DOCTORS INC	$	3,025.00
05/30/25	ACH000487	THE LAKE DOCTORS INC	$	3,025.00
06/27/25	ACH000564	THE LAKE DOCTORS INC	$	3,025.00
05/30/25	ACH000466	GRAINGER	$	2,959.98
05/02/25	ACH000386	The Markay Consulting Group LLC	$	2,950.00
05/16/25	ACH000439	SUNBELT RENTALS	$	2,920.10
05/30/25	ACH000474	KIMLEY-HORN AND ASSOCIATES INC	$	2,832.50
06/16/25	ACH000524	Natural Resources LLC	$	2,682.64
06/27/25	ACH000557	Public Resources Advisory Group Inc	$	2,675.00
05/16/25	ACH000398	Briggs Equipment Inc	$	2,545.93
05/16/25	ACH000421	Guardian Network Solutions	$	2,519.40
05/16/25	ACH000430	JOHNSON ENGINEERING INC	$	2,500.50
05/16/25	ACH000407	CINTAS FIRE 636525	$	2,450.07
06/16/25	ACH000525	USA Bluebook	$	2,446.44
05/16/25	ACH000444	Vanguard Cleaning Systems of SW Florida	$	2,400.00
06/16/25	ACH000519	Vanguard Cleaning Systems of SW Florida	$	2,400.00
05/16/25	ACH000417	Fisher Scientific	$	2,337.77
06/27/25	ACH000535	ARROYO PROCESS EQUIPMENT, INC.	$	2,315.40
06/16/25	40389	EUROFINS EATON ANALYTICAL, LLC	$	2,235.00
05/30/25	40377	MAVIS DISCOUNT TIRE	$	2,153.72
06/16/25	ACH000492	BENCHMARK ENVIROANALYTICAL INC	$	2,145.00
06/27/25	ACH000546	Creel Tractor Company	$	2,106.49
05/02/25	ACH000378	Rite Technology	$	2,081.19
05/30/25	ACH000481	Rite Technology	$	2,081.19
05/30/25	ACH000463	Fisher Scientific	$	2,060.53
05/30/25	40379	Florida Department of Health	$	2,000.00
06/27/25	ACH000567	USA Bluebook	$	1,950.45
05/16/25	ACH000426	INSTRUMART LLC	$	1,829.24
05/30/25	ACH000459	DONALDSON COMPANY INC	$	1,730.77

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2025

By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
05/16/25	ACH000423	Hudson Pump	$	1,722.00
06/16/25	ACH000520	ROGERS PETROLEUM INC	$	1,714.80
05/02/25	ACH000351	CINTAS FIRE 636525	$	1,672.00
05/30/25	ACH000456	CenturyLink	$	1,652.60
06/27/25	ACH000541	CenturyLink	$	1,652.60
05/16/25	40365	DESOTO COUNTY UTILITITES	$	1,606.59
05/16/25	ACH000446	WOMACK SANITATION INC	$	1,602.00
06/27/25	ACH000558	RESPEC Company LLC	$	1,575.00
05/16/25	ACH000424	IDEXX DISTRIBUTION INC	$	1,552.65
06/16/25	ACH000500	Matt's Lawn Service	$	1,550.00
05/02/25	ACH000368	Johnson Controls Security Solutions LLC	$	1,539.14
05/16/25	ACH000431	MSC INDUSTRIAL SUPPLY CO	$	1,527.54
05/30/25	ACH000480	Risk Management Associates Inc	$	1,488.00
05/16/25	ACH000396	Apex Office Products Inc	$	1,443.23
06/27/25	ACH000548	Flotech INC	$	1,353.90
05/02/25	ACH000382	SYLOGISTMISSION, INC.	$	1,320.07
05/02/25	ACH000355	DONALDSON COMPANY INC	$	1,306.15
06/27/25	ACH000536	BENCHMARK ENVIROANALYTICAL INC	$	1,305.00
06/16/25	ACH000511	Cummins Power South	$	1,221.56
05/16/25	ACH000389	Accurate Heating & Cooling, Inc.	$	1,135.00
05/16/25	ACH000394	ANIXTER INC.	$	1,133.89
05/16/25	40368	SUN NEWSPAPER	$	1,072.50
05/30/25	40376	SMITH RANCH & GARDEN INC	$	1,049.45
05/16/25	40367	FENDER'S TIRE & BATTERY INC	$	1,030.00
06/27/25	ACH000551	Hach Company	$	1,014.00
05/30/25	ACH000470	J.G. British Imports, Inc	$	1,000.00
05/02/25	40360	EUROFINS EATON ANALYTICAL, LLC	$	972.55
05/02/25	ACH000342	AMAZON Business	$	919.80
05/30/25	ACH000455	CED - Port Charlotte	$	887.64
05/16/25	ACH000408	CROM, LLC	$	877.52
05/02/25	40356	AWWA	$	864.00
06/27/25	ACH000559	RS Americas Inc	$	826.12
05/16/25	ACH000406	CINTAS	$	796.86
06/27/25	40399	SAM'S CLUB/SYNCHRONY BANK	$	748.75
05/30/25	ACH000489	USA Bluebook	$	676.00
05/02/25	ACH000375	PRO-CHEM INC	$	629.40
05/02/25	ACH000360	Fisher Scientific	$	612.89
05/02/25	ACH000358	ENVIRONMENTAL EXPRESS INC.	$	611.97
05/30/25	ACH000450	BATTERIES PLUS BULBS #451	$	607.00
05/02/25	40357	SAM'S CLUB/SYNCHRONY BANK	$	588.22
05/16/25	40369	QUALITY STARTER & ALT SER INC	$	565.80
05/02/25	ACH000383	Tampa Bay Trane	$	545.00
06/16/25	ACH000508	CINTAS FIRE 636525	$	536.36
05/16/25	ACH000433	RESPEC Company LLC	$	525.00
05/30/25	ACH000472	Johnson Controls Security Solutions LLC	$	513.05
05/16/25	ACH000425	IMPACT FIRE SERVICES, LLC	$	505.00
06/16/25	ACH000503	WOMACK SANITATION INC	$	503.00
05/02/25	ACH000374	Principals4Leadership	$	500.00
05/16/25	40366	HOME DEPOT CREDIT SERVICE	$	494.31

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
05/02/25	ACH000366	J.G. British Imports, Inc	$	490.00
05/02/25	ACH000349	CENTURYLINK	$	483.75
06/16/25	ACH000529	CENTURYLINK	$	483.75
05/02/25	ACH000377	RING POWER CORPORATION	$	481.50
06/16/25	ACH000513	H2 ENVIRO SOLUTIONS LLC	$	472.18
06/16/25	ACH000496	CRUMPTON WELDING SUPPLY	$	461.75
06/27/25	ACH000533	ANN LEE	$	450.00
05/02/25	ACH000354	DMS-FINANCIAL MGMT SERVICES	$	448.36
05/30/25	ACH000458	DMS-FINANCIAL MGMT SERVICES	$	446.02
06/16/25	ACH000527	ASWATHY WARRIER	$	433.50
05/02/25	ACH000387	TOI TOI USA	$	433.48
06/27/25	ACH000565	TOI TOI USA	$	433.48
05/16/25	ACH000432	PHENOVA INC	$	404.00
06/27/25	ACH000530	AIRGAS USA LLC	$	383.95
05/16/25	ACH000390	AIRGAS USA LLC	$	375.95
06/16/25	ACH000507	AMAZON Business	$	334.28
06/27/25	40400	Truly Nolen	$	331.00
06/16/25	40392	FENDER'S AUTO PARTS INC	$	329.25
06/16/25	40394	Manatee County Utilities Department	$	327.46
05/02/25	40362	Manatee County Utilities Department	$	326.54
05/02/25	ACH000350	CINTAS	$	321.00
05/16/25	ACH000403	Century Fire Protection	$	312.00
05/30/25	ACH000482	RS Americas Inc	$	303.25
06/16/25	ACH000515	FRONTIER	$	298.67
06/16/25	ACH000521	RS Americas Inc	$	293.94
06/27/25	ACH000534	Apex Office Products Inc	$	268.17
05/16/25	ACH000413	DONALD MORTON	$	260.00
05/30/25	ACH000469	Hostetler Irrigation Inc	$	256.75
05/16/25	ACH000419	FRONTIER COMMUNICATIONS-305	$	255.98
06/27/25	ACH000532	AMAZON Business	$	255.57
05/16/25	ACH000428	Jim Guida	$	254.57
05/16/25	ACH000418	FRONTIER	$	254.49
05/16/25	ACH000410	Dalton Delaney	$	251.82
06/16/25	40390	HOME DEPOT CREDIT SERVICE	$	248.27
06/27/25	ACH000550	Geotech Environmental Equipment Inc.	$	225.00
06/27/25	ACH000549	FLUID CONTROL SPECIALTIES INC	$	220.49
06/16/25	40388	Ganett Florida LocaliQ	$	216.50
05/02/25	40352	VERIZON WIRELESS	$	213.60
05/02/25	ACH000373	NAVITAS CREDIT CORP	$	211.58
06/16/25	ACH000504	SUNSHINE ACE HARDWARE	$	205.87
05/30/25	40374	VERIZON WIRELESS	$	202.57
05/16/25	ACH000404	Centurylink	$	197.48
06/27/25	ACH000540	Centurylink	$	197.48
05/16/25	ACH000402	CELLHIRE USA,LLC	$	191.01
05/02/25	ACH000384	Test Gauge & Backflow Supply	$	190.00
05/16/25	40363	Waste Pro Bradenton/Sarasota	$	190.00
06/16/25	40393	Waste Pro Bradenton/Sarasota	$	190.00
06/27/25	ACH000556	Pitney Bowes Global Financial Services	$	188.97
05/02/25	40359	SALOMONE LAW GROUP	$	184.62

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

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By Amount Largest to Smallest

PUBLIC FUNDS INTEREST CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
05/16/25	40372	SALOMONE LAW GROUP	$	184.62
05/30/25	40380	SALOMONE LAW GROUP	$	184.62
06/16/25	40391	SALOMONE LAW GROUP	$	184.62
06/27/25	40398	SALOMONE LAW GROUP	$	184.62
05/02/25	40351	FLORIDA WATER RESOURCES JOURNAL	$	176.00
05/16/25	ACH000393	AMAZON Business	$	168.09
05/16/25	ACH000395	ANN LEE	$	166.00
05/30/25	ACH000477	PITNEY BOWES	$	163.56
05/02/25	ACH000381	SUNSHINE ACE HARDWARE	$	159.90
05/16/25	40364	NaturZone Pest Control	$	150.79
05/02/25	40354	Florida Rural Water Association	$	145.40
05/30/25	ACH000448	AMAZON Business	$	138.70
05/30/25	40375	Braden River Utilities LLC	$	137.61
05/16/25	ACH000429	Jimmy Dixon	$	127.14
06/16/25	ACH000499	CINTAS	$	118.00
06/27/25	40395	Braden River Utilities LLC	$	117.81
05/02/25	ACH000365	INSTRUMART LLC	$	114.80
05/02/25	ACH000370	Kevin Jackson	$	110.52
06/16/25	40387	NaturZone Pest Control	$	87.79
06/27/25	ACH000544	COLE-PARMER INSTRUMENT CO	$	79.99
05/16/25	ACH000420	GRAINGER	$	73.22
05/30/25	ACH000465	FORD RITZ	$	68.00
05/16/25	ACH000440	SUNSHINE ACE HARDWARE	$	60.95
05/02/25	ACH000352	COLE-PARMER INSTRUMENT CO	$	60.93
05/30/25	40378	SAM'S CLUB/SYNCHRONY BANK	$	55.03
06/16/25	40386	Water Boy, Inc	$	51.50
05/16/25	40373	Water Boy, Inc	$	32.25
05/16/25	ACH000415	FEDERAL EXPRESS	$	31.41
06/16/25	ACH000502	FEDERAL EXPRESS	$	28.47
06/16/25	ACH000491	Apex Office Products Inc	$	14.99
05/02/25	ACH000359	FEDERAL EXPRESS	$	9.58
05/30/25	ACH000461	FEDERAL EXPRESS	$	8.71
05/16/25	40371	FDOT	$	7.70
05/30/25	40381	Ken Burton Jr Tax Collector	$	7.50
			Total	**$ 4,739,506.84**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2025

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
5/2/2025	EFT000048	American SpiralWeld Pipe Company LLC	$	384,866.81
5/2/2025	EFT000049	Brown and Caldwell	$	66,336.50
5/2/2025	EFT000050	GARNEY COMPANIES	$	1,807,759.52
5/2/2025	EFT000051	Manson Bolves Donaldson Tanner PA CIP	$	8,028.25
5/2/2025	EFT000052	Natural Resources LLC	$	40,000.00
5/16/2025	2838	Woodruff & Sons, Inc.	$	1,880,264.91
5/16/2025	EFT000053	AECOM TECHNICAL SERVICES INC	$	33,790.50
5/16/2025	EFT000054	American SpiralWeld Pipe Company LLC	$	343,666.29
5/16/2025	EFT000055	BLACK & VEATCH	$	47,083.00
5/16/2025	EFT000056	HDR ENGINEERING INC	$	335,483.17
5/16/2025	EFT000057	RESPEC Company LLC	$	5,665.00
5/16/2025	EFT000058	Wharton-Smith, Inc.	$	642,185.02
5/30/2025	EFT000059	American SpiralWeld Pipe Company LLC	$	469,219.05
5/30/2025	EFT000060	CAROLLO ENGINEERS INC	$	5,565.68
5/30/2025	EFT000061	GARNEY COMPANIES	$	1,053,458.76
5/30/2025	EFT000062	HDR ENGINEERING INC	$	388,887.66
6/16/2025	EFT000063	Manson Bolves Donaldson Tanner PA CIP	$	19,790.50
6/16/2025	EFT000064	American SpiralWeld Pipe Company LLC	$	307,410.69
6/16/2025	EFT000065	AECOM TECHNICAL SERVICES INC	$	37,868.50
6/16/2025	EFT000066	HDR ENGINEERING INC	$	11,220.00
6/16/2025	EFT000067	Wharton-Smith, Inc.	$	811,900.67
6/16/2025	EFT000068	Brown and Caldwell	$	49,144.00
6/27/2025	2839	Woodruff & Sons, Inc.	$	2,045,053.93
6/27/2025	EFT000069	American SpiralWeld Pipe Company LLC	$	32,744.50
6/27/2025	EFT000070	Brown and Caldwell	$	25,771.75
6/27/2025	EFT000071	GARNEY COMPANIES	$	1,219,414.95
		Total	**$**	**12,072,579.61**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2025

Alphabetically by Vendor

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
5/16/2025	EFT000053	AECOM TECHNICAL SERVICES INC	$	33,790.50
6/16/2025	EFT000065	AECOM TECHNICAL SERVICES INC	$	37,868.50
5/2/2025	EFT000048	American SpiralWeld Pipe Company LLC	$	384,866.81
5/16/2025	EFT000054	American SpiralWeld Pipe Company LLC	$	343,666.29
5/30/2025	EFT000059	American SpiralWeld Pipe Company LLC	$	469,219.05
6/16/2025	EFT000064	American SpiralWeld Pipe Company LLC	$	307,410.69
6/27/2025	EFT000069	American SpiralWeld Pipe Company LLC	$	32,744.50
5/16/2025	EFT000055	BLACK & VEATCH	$	47,083.00
5/2/2025	EFT000049	Brown and Caldwell	$	66,336.50
6/16/2025	EFT000068	Brown and Caldwell	$	49,144.00
6/27/2025	EFT000070	Brown and Caldwell	$	25,771.75
5/30/2025	EFT000060	CAROLLO ENGINEERS INC	$	5,565.68
5/2/2025	EFT000050	GARNEY COMPANIES	$	1,807,759.52
5/30/2025	EFT000061	GARNEY COMPANIES	$	1,053,458.76
6/27/2025	EFT000071	GARNEY COMPANIES	$	1,219,414.95
5/16/2025	EFT000056	HDR ENGINEERING INC	$	335,483.17
5/30/2025	EFT000062	HDR ENGINEERING INC	$	388,887.66
6/16/2025	EFT000066	HDR ENGINEERING INC	$	11,220.00
5/2/2025	EFT000051	Manson Bolves Donaldson Tanner PA CIP	$	8,028.25
6/16/2025	EFT000063	Manson Bolves Donaldson Tanner PA CIP	$	19,790.50
5/2/2025	EFT000052	Natural Resources LLC	$	40,000.00
5/16/2025	EFT000057	RESPEC Company LLC	$	5,665.00
5/16/2025	EFT000058	Wharton-Smith, Inc.	$	642,185.02
6/16/2025	EFT000067	Wharton-Smith, Inc.	$	811,900.67
5/16/2025	2838	Woodruff & Sons, Inc.	$	1,880,264.91
6/27/2025	2839	Woodruff & Sons, Inc.	$	2,045,053.93
			Total	**$ 12,072,579.61**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY

CHECK REGISTER: MAY & JUNE 2025

By Amount Largest to Smallest

CONSTRUCTION CHECKING (PNC)

Date	Document Number	Payee Name / Description		Amount
6/27/2025	2839	Woodruff & Sons, Inc.	$	2,045,053.93
5/16/2025	2838	Woodruff & Sons, Inc.	$	1,880,264.91
5/2/2025	EFT000050	GARNEY COMPANIES	$	1,807,759.52
6/27/2025	EFT000071	GARNEY COMPANIES	$	1,219,414.95
5/30/2025	EFT000061	GARNEY COMPANIES	$	1,053,458.76
6/16/2025	EFT000067	Wharton-Smith, Inc.	$	811,900.67
5/16/2025	EFT000058	Wharton-Smith, Inc.	$	642,185.02
5/30/2025	EFT000059	American SpiralWeld Pipe Company LLC	$	469,219.05
5/30/2025	EFT000062	HDR ENGINEERING INC	$	388,887.66
5/2/2025	EFT000048	American SpiralWeld Pipe Company LLC	$	384,866.81
5/16/2025	EFT000054	American SpiralWeld Pipe Company LLC	$	343,666.29
5/16/2025	EFT000056	HDR ENGINEERING INC	$	335,483.17
6/16/2025	EFT000064	American SpiralWeld Pipe Company LLC	$	307,410.69
5/2/2025	EFT000049	Brown and Caldwell	$	66,336.50
6/16/2025	EFT000068	Brown and Caldwell	$	49,144.00
5/16/2025	EFT000055	BLACK & VEATCH	$	47,083.00
5/2/2025	EFT000052	Natural Resources LLC	$	40,000.00
6/16/2025	EFT000065	AECOM TECHNICAL SERVICES INC	$	37,868.50
5/16/2025	EFT000053	AECOM TECHNICAL SERVICES INC	$	33,790.50
6/27/2025	EFT000069	American SpiralWeld Pipe Company LLC	$	32,744.50
6/27/2025	EFT000070	Brown and Caldwell	$	25,771.75
6/16/2025	EFT000063	Manson Bolves Donaldson Tanner PA CIP	$	19,790.50
6/16/2025	EFT000066	HDR ENGINEERING INC	$	11,220.00
5/2/2025	EFT000051	Manson Bolves Donaldson Tanner PA CIP	$	8,028.25
5/16/2025	EFT000057	RESPEC Company LLC	$	5,665.00
5/30/2025	EFT000060	CAROLLO ENGINEERS INC	$	5,565.68
		Total	**$**	**12,072,579.61**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

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: August 6, 2025

Prepared by: Christi M. Hay, PM I – Dept. 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 (9 BG capacity) at the Peace River site in DeSoto County, expanded river intake and reservoir pumping capacities, as well as 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". 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 and additional funding $34.8M has been secured from the Florida Department of Environmental Protection Alternative Water Supply grants and State legislative appropriations ($24.8M and $10.0M respectively).

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. The CMAR Phase 1 B Scope of Services and Fee in the amount of $680,966 was approved at the June 5, 2024 Board Meeting.

Project History Briefing

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.

September 2024 The Engineer of Record, HDR, has completed 90% Deliverable plans and specifications for the Volume 1 Reservoir No. 3 design. Authority has scheduled workshop for review and comment from staff as well as the CMAR for HDR to advance the design to 100%. The Section 404 U.S. Army Corps of Engineers permit application is anticipated to be submitted late this month or early October 2024.

Oct/Nov 2024 The EOR met with DeSoto County building permitting department for a pre-application meeting. The PR3 Volume 1 draft 404 permit was submitted to the USACOE and a pre-application meeting scheduled. An early procurement package was assembled for pipeline procurement, and another is being worked on for long-lead electrical equipment. The FDEP Environmental Resource Permit response to their Request for Additional Information was submitted. Weekly meeting are being held with the EOR (HDR/Hazen), CMAR (Archer-Western), SWFWMD, and the Authority to streamline the design and implement early works packages.

Dec '24/Jan '25 Weekly progress meetings were held this month. Design progressed for Volumes 2, 3, and 4 towards 90% design and Volume 1 100% design was submitted to the Authority. Peer review scope being drafted by 3rd party consultant for Volume 1. The Authority received comments on the draft 404 permit and submitted the official application to the USACOE. The steel pipeline specifications were completed for use with ODP.

January 2025

Weekly team check-in meetings were held with key members for task coordination. The design team made progress on the embankment, pump station, conveyance piping, and aeration building designs, advancing packages for Volume 2 through Volume 5. The 100% design for Volume 5 is being updated and will be finalized upon receiving feedback from SWFWMD. The team attended SWFWMD ERP Progress Meetings and initiated the design of new switchgear and generators upstream of the River Intake Pump Station, which will be included in Volume 3.

February 2025

The project is 95% complete, with weekly check-in meetings held for task coordination and pre-planning among key team members. The 90% design packages for Volume 2, Volume 3, and Volume 4 were submitted on February 9, 2025. Weekly meetings with the CMAR, Authority, and HDR team focus on urgent design decisions. The Volume 5 100% Design is being updated and will be finalized after receiving comments from SWFWMD regarding wetland mitigation. The team is also progressing with the design of new switchgear and generators upstream of the River Intake Pump Station, which will be included in the Volume 3 set of drawings and specifications. Additionally, coordination efforts continue for early works packages involving electrical equipment and piping materials.

March 2025

Weekly meetings with CMAR, Authority, and HDR have occurred to address urgent design decisions, which are currently under review. The proposed PR3 Pumping and Conveyance Package is being updated for

submission. The team continues to explore opportunities for the early works packages for electrical equipment and piping materials. Progress is being made with SWFWMD and USACOE, as we have received a 404 permit application number (SAJ-2005-01274-BMC).

April 2025

The team has made progress across multiple work packages. Design efforts for Volumes 2, 3, 4, and 5 are nearing completion, while Volume 1 is advancing toward the Issued for Construction (IFC) submittal. The design of new switchgear and generators upstream of the River Intake Pump Station continues, with plans to include these in the Volume 3 set of drawings and specifications. Coordination is ongoing to identify opportunities for early works packages concerning electrical equipment and piping materials, despite these not being explicitly included in the current scope of work. Work Order 4 documents have been prepared, with the work order concluding on April 5. The team has collaborated with the District (SWFWMD) to determine which wetlands should be monitored post-reservoir construction. Additionally, responses have been provided for the public notice (RAI) for the (USACE), the draft public notice has been updated, and the Biological Assessment (BA) has been submitted. Volumes 2, 3, and 4 are scheduled for submission to the Authority on May 16, with Volumes 1 and 5 to follow on June 6.

May 2025

Monthly meetings were held to address key developments across Volumes 1 through 5, also noting that the team progressed the design packages for Volume 2, Volume 3, Volume 4, and Volume 5 toward 100% under the next work order. Staff is incorporating Desoto County's development plan comments on the Master PR3 plan and anticipates resubmitting by month-end. Additionally, collaborative efforts between HDR and Authority staff reviewed 100% design comments for Volume 1 (Reservoir #3), which has been progressed toward the IFC submittal under the next work order. The Early Works package for Volume 3 (Reservoir Pump Station) was submitted and accepted by the District. Discussions with Archer-Western on staging and layout resulted in the agreement where AW would utilize the ranch house as their office/staging facility. Regarding Volume 5 (Wetland Mitigation), the team continues to work toward obtaining approval for the Section 404 permit. The public notice period has concluded, and the U.S. Army Corps of Engineers (USACE) has initiated informal consultation with the U.S. Fish and Wildlife Service (USFWS) concerning the project.

June 2025

The team continued to hold weekly check-in meetings to coordinate and plan all tasks related to Volumes 1-5. This included participation in SWFWMD ERP meetings, coordination with USACE and USFWS on the 404 permit, and collaboration with DeSoto County on development permits. In addition, weekly discussions involving the CMAR, Authority, and HDR team took place to address urgent design decisions for Volume 3, following the issuance of the NTP on June 22 for the early works package. HDR delivered Package 1, which included draft IFC/ITB specifications, with RTA delivery expected in July. The team also worked with SWFWMD to identify wetlands for post-reservoir construction monitoring. Furthermore, they responded to the USACE public notice RAI, updated the draft notice, and revised the Biological Assessment (BA) for submission.

July 2025

Weekly team check-in meetings were held with key members to ensure progress and effective task coordination. HDR continues to advance efforts to secure the 404 permit, with B. Brice uploading all necessary documentation to address the "Statement of Findings." HDR has finalized updated drawings for Volume 5 (mitigation), including revised UMAM scores and responses to district questions. The Package 1 Issued for Bid (IFB) set of construction documents—comprising contract plans and specifications for Volumes 1 and 5, as well as the GDR—has been completed. The Authority received the GMP from Archer Western for the reservoir pump station, and we are moving toward final approval and submission to the board. Additionally, the team is preparing to attend the DeSoto County BOCC where the Development Plan to subject for approval, covering both the PR3 project and the associated plant expansion.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

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: **August 6, 2025**

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 the Hillsborough Blvd corridor.

- On April 6th - Materials were received onsite for the Charlotte County parallel 8-Inch pipeline and pipe installation began on April 10th, with approximately 1810 LF completed in April.

- May 2024 – As of May 31st, pipe material has been received for the first 8917 LF. Woodruff & Sons has installed pipe through mark #272 which represents installation of 6650 LF of 42-Inch steel pipe. During this period, 2544 LF of Charlotte County's 8-Inch line was installed for a total of 4354 LF to date.

- June 2024 – An additional 2092 LF of 42-Inch pipe was delivered to the project site. Woodruff & Sons installed 1330 LF of 42-Inch pipe for a total of 7980 LF installed to date. An additional 1426 LF of Charlotte County's 8-Inch WM was installed for a total of 5780 LF. Both WM's are completed up to Project Station number 183+00. Permitting work continues in Segment 2 and 3 and Easement acquisition work continued for Segment 3.

- July 2024 – During this period, Woodruff & Sons installed an additional 1670 LF of 42-Inch steel pipe for a total to date of 9650 LF. The Charlotte County 8-Inch WM installation for this period was 1739 LF for a total to date of 7519 LF.

- August 2024- As of August 31, Woodruff & Sons has installed an additional 1050 LF of 42-Inch pipe for a project to date total of 10,700 LF. During this period, an additional 1100 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 8619 LF. During this period, 8 driveways were restored, the existing 12" AC pipe and Tee's were removed in the areas near Theresa Blvd, Pelton Court, and Musgrove Street. Theresa Blvd road asphalt was repaired and reopened.

- September 10, 2024, Project total for installed pipe is 11,381 LF of the 42-Inch steel pipe and 9000 LF of the parallel 8-Inch PVC water mains. Easement acquisition work continues.

- September 26 - through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project's meetings.

- October 2024 – To date 15,975 LF of the 42-Inch steel pipe and associated fittings has been delivered to the project site and invoiced to the Authority at a cost of approximately $3.5M, of which 14,730 LF has been installed by Woodruff & Sons. Project to date, a total of 12,400 LF of the Charlotte County 8-Inch parallel WM has been installed.

- November 1, 2024 – The Myakka State Forest easement(s) received final approval at the DEP Acquisition and Restoration Council (ARC) meeting. A net positive benefit of 1.5 times the appraised value of $82,100 is required to satisfy remaining terms of the easement approval.

- November 2024 –Woodruff & Sons has installed an additional 1520 LF of 42-Inch steel pipe for a project to date total of 16,250 LF. Project to date, a total of 14,200 LF of the Charlotte County 8-Inch parallel WM has been installed.

- December 2024 – As of December 13, 2024, payment application, an additional 1400 LF of 42-Inch pipe was installed by Woodruff & Sons for a total to date installation of 17,650 LF or

3.3 miles. During this same period an additional 1880 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 16,074 LF.

- January 2025 – In January, Woodruff & Sons implemented a second crew on the W side of Toledo Blade Blvd and installed 1,000 LF of pipe by the end of the month. The original crew installed an additional 2,800 LF for a current project total of 21,450 LF, or 4.06 miles. During this same period an additional 3,070 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 19,144 LF.

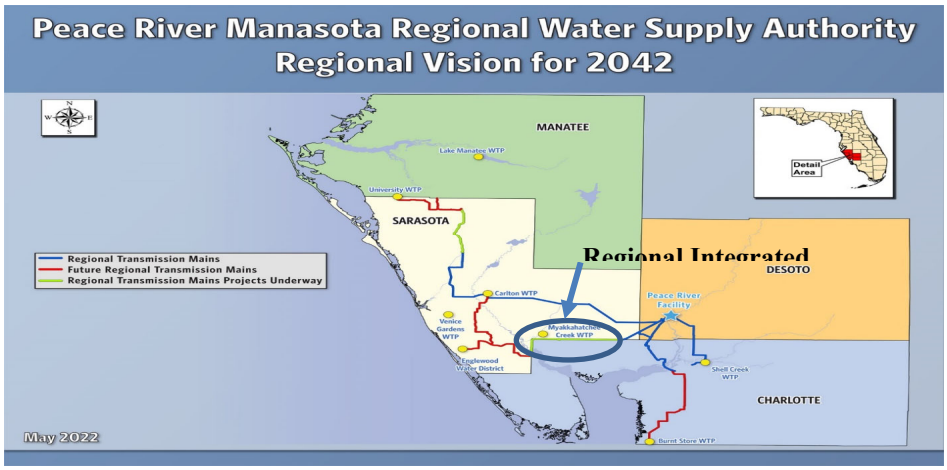
- February 2025 – Through the end of February, the Woodruff & Sons crew west of Toledo Blade Blvd installed an additional 1,350 LF and the crew on the east side of Toledo installed an additional 1,950 LF for a collective total of 3,300 LF of 42-Inch steel pipe for the month, bringing the project total to 24,750 LF, or 4.69 miles. During this same period an additional 2,661 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 21,805 LF.

- March 2025 – After completing the east of Toledo Blade Blvd work on Hillsborough Blvd, this crew was moved over to Segment 2 (Chancellor Blvd) and installed 300 LF of 42-Inch pipe in that area of the project. The crew west of Toledo Blade installed approximately 1650 LF of 42-Inch steel pipe for a total to date of 4000 LF in that section. In total, 1,950 LF of 42-Inch pipe was installed during this period for a total of 26,700 LF or 5.05 miles. In the same period, 1,710 LF of Charlotte's 8-Inch parallel WM was installed for a total of 23,515 LF.

- April 2025 – On April 7, we received the final executed copy of the State Lands easement needed for areas in Segment 3 of the project and had them recorded in the public records. During April, Woodruff & Sons installed approximately 1881 LF of 42-Inch steel pipe in Segment 1 west of Toledo Blade along Hillsborough Blvd and installed 900 LF of 42-Inch steel pipe along Chancellor Blvd in Segment 2, bringing the total to date to 29,500 LF or 5.59 miles. In the same period, an additional 1925 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 25,440 LF.

- May 2025 – During this period, Woodruff & Sons installed approximately 1900 LF of 42-Inch steel pipe in Segment 1 west of Toledo Blade along Hillsborough Blvd and installed approximately 1900 LF of 42-Inch steel pipe along Chancellor Blvd in Segment 2, bringing the total to date to 33,300 LF or 6.31 miles. In the same period, an additional 1930 LF of the Charlotte County 8-Inch parallel WM was installed for a total of 27,370 LF.

- June 2025 – During this period, Woodruff & Sons had no pipe installation crew on Hillsborough Blvd; their efforts in Segment 1 during this period were for restoration west of Toledo Blade. Woodruff & Sons installed approximately 700 LF of 42-Inch steel pipe along Chancellor Blvd in Segment 2, bringing the total to date of installed 42-Inch pipe to 34,000 LF or 6.44 miles. No 8-Inch parallel water main was installed for Charlotte County in this period as the total 8-Inch installed pipe remains at a total of 27,370 LF.


Peace River Manasota Regional Water Supply Authority
Regional Vision for 2042
MANATEE
SARASOTA
DESOTO
CHARLOTTE
Detail Area
Regional Transmission Mains
Future Regional Transmission Mains
Regional Transmission Mains Projects Underway
Lake Manatee WTP
University WTP
Carlton WTP
Peace River Facility
Myakkahatchee Creek WTP
Venice Gardens WTP
Englewood Water District
Shell Creek WTP
Burnt Store WTP
May 2022

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

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: August 6, 2025

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, improvements to the existing T. Mabry Carlton Water Treatment Facility 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.
- Amendment No. 2 to the Cooperative Funding Agreement between the District and the Authority dated June 11, 2024 extends the contract expiration to June 30, 2027 and in turn the substantial completion date has been extended to June 1, 2026.

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.

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 easements.
- May 2024 - 10,882 linear feet of 42” steel pipe installed through May 10th.
- May 22, 2024 – Ardurra reported no sighting of the eaglet over the past several days and a drop off of adult visitation for feedings. U.S. Fish & Wildlife Service stated if the adults are no longer bringing food to the nest the chick is likely deceased, and work can proceed without disturbance being an issue. An abandoned helicopter landing pad and in ground fuel tank has been identified in the path of the pipeline and will need remediation. Garney and Ardurra working on producing 30% design of 3A Pump Station Improvements due August 1st then Black and Veatch will perform third part review required by the District.

- June 2024 – 12,190 linear feet of 42" steel pipe installed through June 7th. Brown and Caldwell working with environmental attorney to obtain approval from FDEP to remove fuel tank. Garney working with subcontractor Petrotech to schedule fuel tank removal.

- July 19, 2024 – 15,201 linear feet of steel pipe installed.

- August 2024 – Black and Veatch (B&V) Third Party Review for 30% design of 3A Booster Station Improvements has begun. Gathering information requested by B&V.

- August 26, 2024 - Petrotech mobilizing and started underground fuel tank removal, completing the effort September 3rd.

- September 12, 2024 – 17,893 linear feet of steel pipe installed to date. DB Team drafting scope to bring design of the 3A Booster Station Improvements project to 100%.

- September 26 through October 9, 2024 – Hurricanes Helene (Sept. 26th) and Milton (Oct. 9th) interfered with project progress and project's meetings.

- October 21, 2024 – Virtual meeting to discuss tank placement at Carlton Booster Station Improvements.

- October 24, 2024 – Meetings held for both 3C & Carlton projects. On 3C project, approximately 21,557 LF of pipe installed. Offer made and accepted on remaining needed easement. On Carlton Project Ardurra proposed a tank location with 40' between tanks.

- November 7, 2024 - Meetings held for both 3C & Carlton projects. On 3C Pipeline project, approximately 25,257 LF of pipe has been installed. Garney has Amendment to move forward with 60% - 100% design of booster pump project, Notice to Proceed sent 10/28/2024.
- November 21, 2024 - Meetings held for both 3C & Carlton projects. On Pipeline project, approximately 27,697 LF of pipe has been installed to date. Ardurra working with Sarasota County & FDEP to determine permitting needs for the Carlton project.

- December 5, 2024 – Meetings held for both 3C & Carlton projects. Approximately 29,605 LF of pipe installed on 3C project. Ardurra is preparing ERP & 404 applications for Carlton project.

- December 19, 2024 - Meetings held for both 3C & Carlton projects. On 3C project approximately 32,387 LF of pipe installed. On Carlton project the proposed tank location is such that wetland impact is minimal. Ardurra met with FDEP who stated wetland permitting begins with them.

- February 5, 2025 – Held meeting with FPL to discuss options related to powerline conflict on Carlton Improvements project. Proposed plan is to relocate power poles in conflict with improvements.

- February 13, 2025 - Meetings held for both 3C & Carlton projects. On 3C project approximately 37,087 LF of pipe installed. Garney coordinating with Sarasota County to connect their 24" line to our line following disinfection. Substantial Completions estimated to be early May 2025. Carlton Improvements Project 60% plans & specs submitted for review.

- February 24, 2025 – Pre-application meeting with the Corp to discuss Carlton Improvement project's 404-wetland permit application. Permit submittal review time anticipated to be 60-120 days.

- February 27, 2025 – Meetings held for both 3C & Carlton projects. On 3C project approximately 37,393 LF of pipe installed, took delivery of aerial pipe bridge. Reviewed Carlton's 60% plan and spec comments.

- March 13, 2025 – Discussed requirements for filling, pressure testing, flushing and disinfecting 3C pipeline also scheduled meeting @ Carlton Plant on 3/20/25 to discuss specifics. Approximately 37,718 LF of pipe installed on 3C project.

- March 27, 2025 – Approximately 37,902 LF of pipe installed on 3C project. Ardurra expects to have all permit applications for the Carlton Booster Pump Improvements submitted by April 4th.

- April 10, 2025 – Approximately 38,400 LF of pipe installed on 3C project, all pipe is installed! Garney is filling waterline and preparing for pressure testing. Flushing scheduled for April 16 – 18. Carlton 60% Cost Estimate submitted to Authority for review on April 8th.

- April 24, 2025 – Flushing completed on 3C pipeline; disinfection is next. Authority working with Ardurra to get final needed temporary & permanent rectifier easements on Laurel Meadows property. Authority & Brown & Caldwell provided comments on Garney's 60% cost estimate for the Carlton Improvements Project, Ardurra working towards Carlton 100% plans.

- May 8, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. With the exception of DIP connecting new pipeline with Sarasota County's system pipeline has been disinfected and passed bac-tees. Ardurra working towards 100% Carlton Improvement plans.

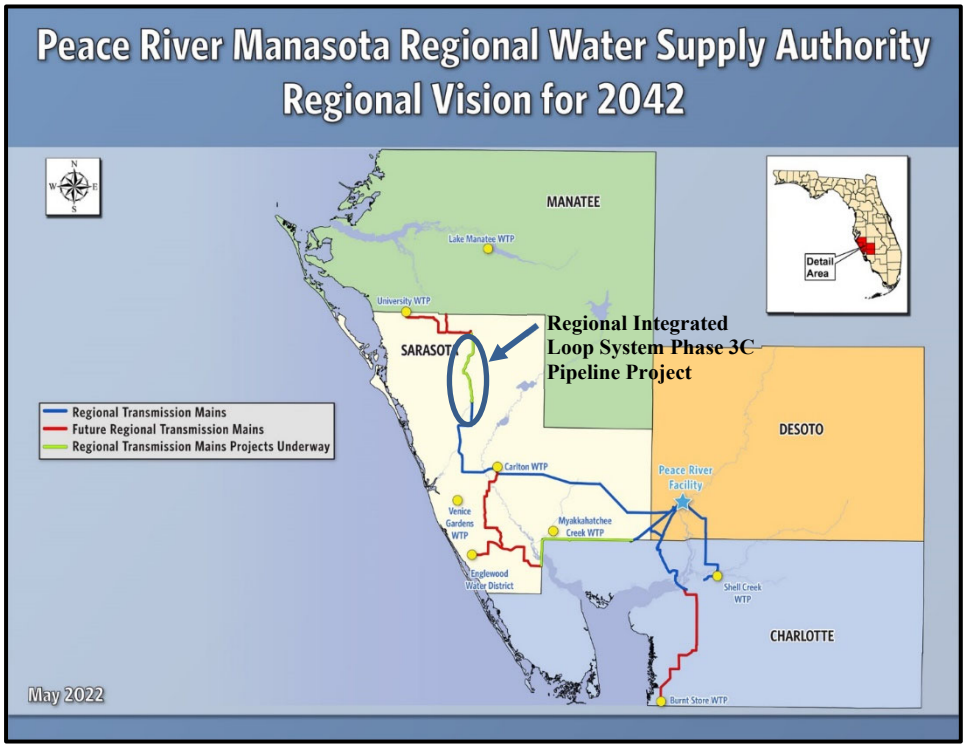
- May 22, 2025 - Meetings held for both 3C & Carlton projects. Garney completed 24" DIP connection to Sarasota County, all bac-t samples came back good. Garney continues to gather ODP prices for yard piping, pumps & motors for the Carlton Improvements project.

- June 5, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. The 3C pipeline portion of the project obtained Substantial Completion May 28, 2025. Garney continues to gather ODP prices for yard piping, pumps & motors for the Carlton Improvements project, Ardurra submitted 100% plans for review.

- June 18, 2025 – Held Phase 3C Pipeline Ceremonial Valve Turning Event.

- June 19, 2025 - Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney working through punch list on 3C pipeline project. Garney continues to gather ODP prices for yard piping, pumps & motors for the Carlton Improvements project.

- July 3, 2025 - Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney continues working through punch list on the 3C pipeline project & working on ODP submittal for the Carlton Improvements project.



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

ROUTINE STATUS REPORTS
ITEM 6

Peace River Facility Expansion Project

Project History Briefing

Project: Peace River Facility Expansion

Date: August 6, 2025

Prepared by: Brian P. Bates, P.E., Project Engineer III

The following information summarizes the project description and current status.

Project Description

The Peace River Facility (PRF) has a currently permitted finished water treatment capacity of 51 million gallons per day (MGD). Based on an analysis of projected future water demands, the Authority identified that a 24 MGD maximum day demand (MDD) expansion of the PRF would be required to meet its finished water contractual delivery obligations to its four members, consisting of Charlotte, DeSoto, Manatee and Sarasota counties, and single customer, the City of North Port, over the current planning horizon. The Authority retained Brown and Caldwell (BC) to prepare the Design Criteria Package (DCP) to outline critical considerations and design elements for the 24 MGD expansion.

On June 5, 2024 the Board of Directors signed a contract with the Design Build Team of Wharton-Smith and Hazen and Sawyer to move forward with the project.

Project Development

July 11, 2024 - The Design-Build Team visited the PRF to become familiar with the facility and talk with key personnel.

Authority Staff are currently working with the Design Build Team gathering information and scheduling workshops needed to move forward with the design of the project.

Surveyors are currently on-site gathering above-ground information. Below ground exploration using ground penetrating radar is scheduled to begin the week of July 29th.

The Design Build Team' goal is to have a Guaranteed Maximum Price (GMP) to present at the April board meeting.

July 30, 2024 – Held workshop to review design approach for electrical power supply and electrical systems. Also discussed instrumentation controls.

August 13, 2024 – Workshop to review design approach for filter and pumping systems, PAC, rapid mix, flocculation and sedimentation systems.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

ROUTINE STATUS REPORTS
ITEM 7

Partially Treated Surface Water ASR Feasibility Study

Project Status Report

Project: **Partially Treated Surface Water ASR Project at Peace River Facility**

Date: **August 6, 2025**

Prepared by: Kris Ramon, Project Manager III, Water Resources and Planning

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Project Description

In September 2023 the Authority 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.

A 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. The contract, scope and fee were presented and approved by the Board at the June 5, 2024, Board meeting. Funds for this portion (Phase 1) of the project are derived entirely from a $1.0M FDEP grant.

Current Status

Work Order No. 1 (Professional Services for the Partially Treated Surface Water ASR Project) with AECOM Technical Services, Inc. was issued on June 6, 2024, and includes: 1) Project and Quality Management; 2) Data Collection; 3) Pilot Testing and System Reliability Modeling; and 4) Preliminary Engineering. Work efforts are scheduled for completion by August 2025. The Project is currently on schedule and on budget.

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY
BOARD OF DIRECTORS MEETING
August 6, 2025

ROUTINE STATUS REPORTS
ITEM 8

Peace River Basin Report

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Integrity•Intelligence•Diligence

MEMORANDUM

TO: Board Members and Richard Anderson

FROM: Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter

RE: Peace River Basin Report

DATE: July 15, 2025

Mosaic Fertilizer, LLC—South Fort Meade Mine

On May 1, 2025, the Department of Environmental Protection ("DEP") published notice of its issuance of an environmental resource permit ("ERP") modification (No. MMR_221122-042) and conceptual reclamation plan ("CRP") modification to Mosaic Fertilizer, LLC's ("Mosaic") for its South Fort Meade Mine to formally incorporate approved final reclamation designs. The effect of the ERP and CRP modification is to incorporate mine-wide post-reclamation topography, drainage basins, streams, and land uses data that reflect the approvals received from DEP since 2019. There are no additional wetland or surface water impacts and no revisions to the overall project boundary.

The South Fort Meade Mine areas covered by ERP No. MMR_221122-042 are located in north-central Hardee County, south of the Hardee/Polk County line, east of Bowling Green, and northeast of Wauchula, and are wholly located in the Peace River watershed.

Mosaic Fertilizer, LLC—Bartow Facility

On February 10, 2025, Mosaic submitted a National Pollutant Discharge Elimination System ("NPDES") permit renewal application for the Bartow Facility (Permit No. FL0001589). The NPDES permit authorizes surface water discharges to Cedar Branch (which is associated with the Peace River)

and Skinned Sapling Creek (which is associated with the North Prong Alafia River). On March 7, 2025, DEP issued a RAI, which Mosaic responded to on April 3, 2025. On April 14, 2025, DEP deemed the NPDES permit renewal application complete. DEP expects to have a notice of intent to issue the permit by July 2025. As of the date of this report, there has been no notice of intent to issue or update to the permit file for this permit renewal.

The Bartow Facility's operations include production of sulfuric acid, phosphoric acid, and ammoniated fertilizer products. The Bartow Facility is located 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.

U.S. Agri-Chemicals Corporation—Bartow Complex

On April 18, 2025, DEP issued a notice of intent to issue a renewal permit (FL0001961-009) to U.S. Agri-Chemicals Corporation ("USAC") to continue closure and maintenance activities at its existing Bartow Complex. Notice of the agency action was published on April 30, 2025 and no petitions were timely filed regarding the agency decision.

In 2021, USAC had applied to DEP for renewal of its wastewater permit for discharges associated with continued closure and maintenance activities at the existing USAC Bartow Complex. The USAC Bartow Complex, which includes a 125-acre phosphogypsum stack that was closed in 1998, was permanently closed in November 2005 and all manufacturing operations at the facility were discontinued. The wastewater discharged from this facility consists of process and scrubber pond water from former

operations and stormwater from closed areas, and the wastewater is treated on-site. The site is configured with a North Pond for stormwater and a South Pond for treated process water from the leachate ponds. The stormwater from the site is discharged from two outfalls into Bear Branch, a tributary of the Peace River.

The facility is located in Bartow in Polk County and is within the Peace River watershed.

Desoto Recycling and Disposal, LLC—Class I Landfill

On July 31, 2024, DEP gave notice of its intent to issue a construction permit modification (no. 331236-011-SC-01) and operation permit modification (no. 331236-012-SO-01) to Desoto Recycling and Disposal, LLC ("Desoto Recycling") for its Desoto Recycling and Disposal Landfill. The modification includes the conversion of specific cells from a Class III landfill to Class I. It also includes the construction and operation of those cells and leachate storage ponds for the Class I cells. The prior permits for this project only authorized a Class III landfill.

On August 19, 2024, a Petition for Administrative Hearing was filed with DEP by Fourmile Island, Inc., and on September 4, 2024, another petition was filed (by J&L Triple B Ranch) challenging this permit modification and requesting an administrative hearing. Between August and November 4, 2024, several other parties filed multiple requests for extensions of time to file petitions on the permit. On February 17 and 18, 2025, two additional petitions (one by Alico, Inc. and one by Hall's Tiger Bay Ranch and Joshua Citrus Inc.) were filed challenging the permit. The petitions were referred to the Division of Administrative Hearings on April 23, 2025 and the nine petitions (which were each assigned separate case numbers) were all consolidated on May 1, 2025. Discovery is ongoing in the proceeding and the case has been set for final hearing to occur on October 16, 17, and 20-24, 2025 in Tallahassee, Florida.

The total combined waste disposal footprint of the landfill is approximately 174 acres and is located in Arcadia, Desoto County and is within the Peace River watershed.

Bermont Properties, LLC—Sand Mine

On June 13, 2025, DEP published notice of its receipt of an ERP application (MMR 261442-009) from Bermont Properties, LLC to construct an approximately 260-acre stormwater management system for a previously existing sand mining operation. The proposed project includes approximately 20-acres of other surface water impacts. The project is located in Charlotte County within the Peace River watershed.

TMV Properties—Waterside Restoration

On May 30, 2025, DEP issued notice of its intent to issue an ERP (MMR_0452990-001) to TMV Properties to construct an approximately 281.25-acre stormwater management system for a new sand mining operation. Notice of the intended agency action was published in a newspaper on June 4, 2025. The total acreage of mining extraction and disturbed lands proposed is 281.25 acres. The estimated life of the mine, including reclamation, is ten years. The project will entail extracting sand and shell to be used on future development projects. The application states that "the site will produce no offsite discharge other than the moisture in the soil leaving the site from excavation." On May 30, 2025, neighbors to the project site filed a petition for administrative hearing alleging that the project has resulted in adverse impacts to petitioners such as air pollution, foul odors, noise, and threat to water quality.

The project is located in Punta Gorda and is within the watershed of the Peace River Basin.

I-4 Sand Company, LLC.—St. Helena Sand Mine

On December 17, 2024, a draft ERP application and supporting materials were submitted to DEP for I-4 Sand Company, LLC's proposed St. Helena Sand Mine. A portion of the project is already

operating as a permitted and active borrow pit operation regulated under Southwest Florida Water Management District ("SWFWMD") ERP No. 44033530.000. The application states that this proposed new DEP ERP will supersede the current SWFWMD ERP and the current borrow operations will continue as overburden removal for the hydraulic dredge sand mining operations. No offsite discharges are proposed by the application. DEP issued a lengthy RAI (42 items) in response to the draft application on January 15, 2025. On March 20, 2025, the applicant submitted its response to the RAI as well as its formal ERP application (MMR_458962-001). On April 15, 2025, DEP issued a RAI in response to the formal ERP application, which the applicant responded to on June 9, 2025. On June 26, 2025, DEP issued a second RAI regarding the formal ERP application.

The proposed operation is situated on approximately 551 acres of land located north of the intersection of Masterpiece Road and St. Helena Road in unincorporated Polk County, approximately two miles to the north and east of the city limits of Lake Wales. The project appears to be located in or near the Lake Wales Ridge area, which is the easternmost extension of the upper Peace River watershed.

Clarion Lake, LLC- Clarion Lake II Mine

On March 20, 2025, DEP issued a RAI in response to a draft submittal from Clarion Lake, LLC for a proposed ERP modification (No. MMR 0261422) for its Clarion Lakes II Excavation project. The proposed Clarion Lakes II Excavation project area consists of 260.05 acres and will be completed in 4 cells. The sand mine will provide fill materials to developments in the areas around the proposed project. The application states that there will be no offsite discharges. The project is located in Charlotte County and is within the drainage basin of the Peace River.

Lake Lonely, LLC—Sand Mine

In 2024, Lake Lonely, LLC submitted an ERP application (No. MMR 452371) to DEP for its proposed Lake Lonely Mine project to construct and operate a closed-loop sand and shell mine with a processing facility and associated infrastructure. The proposed project area encompasses approximately 218.78 acres of the 223.14-parcel, which is located at 2650 State Road 31, in Punta Gorda. Stormwater discharge from the proposed project site is received by Myrtle Slough, which drains to Shell Creek, a tributary of the Peace River. The project seeks authorization to discharge 14,541 cubic yards of fill material into approximately three acres of aquatic resources in order to construct and operate its proposed Lake Lonely Mine project. The 223.14-acre project review area currently consists of a single residence surrounded by undeveloped lands historically used for sod farming, and consists of uplands and surface waters (ponds and tributaries) with no wetlands within the review area. The project will result in direct impacts through dredging or filling activities to a total of 4.95 acres of surface waters including a 1.31-acre interior canal. The project is expected to be completed over a span of 12 to 16 years.

On June 27, 2025, the Army Corps of Engineers ("ACOE") published notice of its receipt of an application from Lake Lonely, LLC pursuant to Section 404 of the Clean Water Act and/or Section 10 of the River and Harbors Act, seeking comments from the public for the proposed Lake Lonely Mine project.

The project is located in Charlotte County and is within the Peace River basin.

Kye Bishop—Bishop Excavation

On April 21, 2025, DEP issued ERP No. MMR_452374-001 to Kye Bishop for a new sand mining operation and the construction of a stormwater management system. The total acreage of mining extraction

and disturbed lands being proposed is approximately 160 acres, with four cells, and approximately 8-acres of other surface water impacts. The project is authorized to provide fill materials for development in the surrounding area and all processing will be conducted onsite. The ERP states that the berm elevations are designed such that the excavation area will retain the 100 year-24 hour storm event during excavation. The estimated life of the mine, including reclamation, is ten years.

Additionally, on May 13, 2025, Kye Bishop submitted a water use permit ("WUP") modification application (No. 9417.013) to the SWFWMD requesting to change the use type on the WUP from agricultural to mining/dewatering for the subject mine. The application states that the combined annual average of all water pumps used on the site for the mine will be 3.934 million gallons per day ("mgd") and the combined peak month of all pumps will be 4.325 mgd. The current WUP authorizes 0.1613 mgd annual average and 0.8799 mgd peak month for agricultural uses. The WUP application explains that the modeling results show that the predicted impact from dewatering the proposed mining excavation is effectively contained using the proposed hydraulic barrier ditches system.

The project and WUP are located in Charlotte County in the Peace River Basin, and within the Southern Water Use Caution Area.

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 1.0025 mgd and an increase in the authorized peak month quantity from 0.621 mgd to 2.295 mgd. The proposed modification adds additional residential development area to the south of the current service area, adds two proposed wells, and also states that forty-four former golf holes will be converted into new

commercial and residential areas. On June 6, 2024, SWFWMD issued a RAI to the applicant containing nineteen items. The applicant submitted its response to the RAI on October 4, 2024, and SWFWMD issued a clarification letter on November 1, 2024. Additional information and documents were submitted in response to the clarification letter and in support of the application between March 7 and June 13, 2025. No permit has been issued as of the date of this report. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

Town of Dundee—Water Use Permit

On May 20, 2025, SWFWMD issued notice of its intended agency action to issue a WUP renewal and modification (No. 5893.014) to the Town of Dundee. The WUP modification increases the annual average quantity from 0.9175 mgd to 1.7027 mgd and increases the authorized peak month quantity from 1.202 mgd to 2.2304 mgd. The increase in allocation is due to projected population increases. The approved increase in withdrawals from the Upper Floridan Aquifer above the 2025 demand is supported by impact offsets associated with the pending retirement of eighteen existing agricultural WUPs, within and near the Town of Dundee's service area, whose authorized annual average groundwater quantity sums to 1.3715 mgd through land use transitions. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River basin.

734 LMC Groves, LLC—Water Use Permit

On March 13, 2025, 734 LMC Groves, LLC submitted a WUP modification application (No. 9398.016) to SWFWMD requesting an increase in annual average quantity from 1.2579 mgd to 2.586 mgd due to a change in crop plan. The application and June 23, 2025 RAI response state that the requested increase in allocation is for surface water only and that there are no requested increases in groundwater

allocation. The permit is for agricultural uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

Charlotte Harbor Water Association—Water Use Permit

On May 20, 2025, SWFWMD issued notice of its intended agency action to issue WUP modification (No. 1512.016) to Charlotte Harbor Water Association. The WUP modification increases the annual average quantity from 0.91 mgd to 1.061 mgd and the peak month quantity from 1.028 mgd to 1.2518 mgd. The change in quantities is due to a projected population increase in 2050 and updated water treatment losses. The WUP modification states that the permit relies exclusively on sources of alternative water supply ("AWS") in the form of brackish groundwater with reverse osmosis. The permit is for public supply uses in Charlotte County and is located in the Southern Water Use Caution Area and Peace River basin.

Cameron High Grove, LLC—Water Use Permit

On May 20, 2025, SWFWMD issued notice of its intended agency action to issue WUP modification (No. 6409.009) to Cameron High Grove, LLC. The WUP modification combines all existing WUPs associated with the project site; includes a partial transfer of quantities from two other existing WUPs; and adds landscape/recreation uses to the existing agricultural use. Although the annual average quantity for this specific WUP has increased from 0.2232 mgd to 1.7612 mgd, there is an overall reduction of 0.3059 mgd of groundwater quantities on an annual average basis. The WUP is for landscape/recreation, industrial and commercial, and agricultural uses in Highlands County and is located in the Southern Water Use Caution Area and Peace River basin.

City of Haines City—Water Use Permit

On July 16, 2024, SWFWMD received a WUP renewal and modification application (No. 8522.013) from the City of Haines City. The modification application requests to renew the permit for a term of twenty years and to increase the total annual average allocation from 5.921 mgd to 14.585 mgd and the peak month allocation from 7.046 mgd to 17.357 mgd. The increase in allocation is based on updated population and demand projections (including new proposed developments). On August 14, 2024, SWFWMD issued a RAI requesting additional information regarding the proposed developments, a shapefile of the proposed future service area boundary, an impact analysis, groundwater models, an updated water conservation plan, and water level data. The deadline for responding to the RAI was extended to May 11, 2025, and on March 3 and May 6, 2025, the applicant submitted revised public supply surveys and hydrologic information as a partial response to the RAI. The deadline for completing the response to the RAI has since been extended to August 9, 2025. The WUP is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and the Green Swamp and Peace River basins.

Pulte Home Company, LLC—Water Use Permit

On November 21, 2024, SWFWMD received a WUP modification application (No. 20853.001) from Pulte Home Company, LLC that requests to increase the annual average quantity from 0.113 mgd to 0.538 mgd. On December 19, 2024, SWFWMD issued a RAI requesting additional information regarding the requested demand, associated ERP applications, retaining access for Englewood Water District wetland monitoring sites, and current overpumpage issues. A partial response to the RAI was submitted on February 19, 2025, and the rest of the RAI response was submitted on April 9, 2025.

On May 27, 2025, SWFWMD issued its notice of intended agency action issuing the WUP modification. The WUP modification keeps the groundwater allocations the same as previously permitted, and provides that the increase in total annual average demand from 0.113 mgd to 0.52 mgd will be completely supplied by AWS sources. The permit is for landscape and recreation uses in Sarasota County and is located in the Southern Water Use Caution Area and Manasota basin.

Florida Power & Light Company—Water Use Permit

On January 9, 2025, SWFWMD received a WUP modification application (No. 8420.12) from Florida Power & Light Company that requests to change the use type from agriculture to agriculture, landscape and other (dust control) use, and to increase the total annual average quantity from 1.2665 mgd to 1.29754 mgd. On January 16, 2025, SWFWMD issued an RAI, and the applicant submitted its responses to the RAI on June 13 and 23, 2025. No permit has been issued as of the date of this Report. The permit use is in Manatee County and located in the Southern Water Use Caution Area and Manasota basin.

Spanish Trail Land and Cattle Company, LLC—Water Use Permit

On February 27, 2025, SWFWMD received a WUP modification application (No. 9478.011) from Spanish Trail Land and Cattle Company, LLC that requests to reduce the permitted allocations from 0.954 mgd to 0.506 mgd annual average, reduce the irrigated acreage by 200 acres, and to add a new mine dewatering use. The new use is for converting a 200-acre hay field area into a reservoir. On March 18, 2025, SWFWMD issued a RAI, and a partial response to the RAI was submitted on March 24, 2025. The deadline for completing the RAI response has been extended to August 15, 2025. The permit use is in DeSoto County and located in the Southern Water Use Caution Area and Peace River basin.

T & T Environmental, LLC—Water Use Permit

On May 20, 2025, SWFWMD issued a notice of intended agency action to issue a WUP modification (No. 3216.013) to T & T Environmental, LLC. The WUP modification increases the total annual average quantity from 0.284 mgd to 0.788 mgd and changes the use crop type from citrus to sod. The permit is for agricultural uses in DeSoto County and is located in the Southern Water Use Caution Area and Peace River basin.

Charlotte County Utilities—Water Use Permit

On December 5, 2024, Charlotte County Utilities Department submitted a WUP modification application (WUP No. 08-00129-W) to the South Florida Water Management District ("SFWMD"). The application requests an allocation of 11,680 million gallons per year and 1,167 maximum million gallons per month for public supply use in Charlotte and Lee Counties. The existing WUP authorized an annual allocation of 372 million gallons and a maximum monthly allocation of 93 million gallons. On January 31, 2025, SFWMD issued a RAI to Charlotte County Utilities Department, which included comments from the SWFWMD as well. The deadline for responding to the RAI has been extended to July 30, 2025.

City of Lake Alfred—Water Use Permit

On May 20, 2025, SWFWMD issued a notice of intended agency action to issue a WUP modification (No. 6624.011) to City of Lake Alfred. The WUP modification increases the total annual average quantity from 1.3027 mgd to 1.834 mgd and the peak month quantity from 1.5632 mgd to 2.4392 mgd. Additionally, this permit authorizes Upper Floridan Aquifer withdrawals up to 2.283 mgd annual average. The permit states that this increase is supported by impact offsets associated with the annual average retirement of 25,900 gallons per day through land use transition and 0.966 mgd for aquifer

recharge as described in the permit's special conditions. The permit is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and Peace River and Green Swamp basins.

Pulte Group, Inc.—Water Use Permit

On May 28, 2025, SWFWMD received a new WUP application (No. 21259.000) from Pulte Group, Inc. for dewatering use for construction of stormwater ponds, a lift station and underground utilities associated with its proposed single-family residence project. A report submitted with the application states that computer modeling of the groundwater withdrawals predicts the following combined dewatering rates: a max daily pumpage of 5.297 mgd, a max average monthly pumpage of 1.71 mgd, a total project pumpage of 447 million gallons, and a project duration of 700 days. However, the SWFWMD epermitting page lists the annual average allocation as 1.225 mgd and the peak allocation as 1.71 mgd. No permit has been issued as of the date of this Report. The permit is located in Polk County in the Peace River basin.

Southern Land Developers, LLC—Water Use Permit

On July 1, 2025, SWFWMD received a new WUP application (No. 21268.000) from Southern Land Developers, LLC for mining/dewatering use for its Land South Borrow Pit Mine. The application supporting documents explain that all dewatering effluent will be routed to a proposed recharge trench surrounding the excavation area of the project site. The SWFWMD epermitting page lists the requested annual average allocation as 113.88 mgd and the peak allocation as 93.6 mgd. The permit is for mining uses in DeSoto County and is located in the Southern Water Use Caution Area and Peace River basin.

Fresh Plants LLC—Water Use Permit

On July 1, 2025, SWFWMD received a new WUP application (No. 21258.000) from Fresh Plants, LLC for agricultural use for a proposed sod farm. The SWFWMD epermitting page lists the requested

annual average allocation as 1 mgd and the peak allocation as 1.5 mgd. However, the RAI issued by SWFWMD states that the District's irrigation allotment calculation program has determined the annual average quantity to be 0.508 mgd and the peak month as 1.216 mgd, and asks the applicant to confirm the quantities requested. Although the permit is classified as new, correspondence in the permit file between SWFWMD and the applicant discuss this potentially being a modification of an old, existing permit for crop irrigation use on the site (but one of the emails suggests that the permit may have expired). The permit use is in DeSoto County and is located in the Southern Water Use Caution Area and Peace River basin.

Polk County BOCC—Water Use Permit

On June 25, 2025, Polk County BOCC submitted a WUP modification application (No. 6509.019) to SWFWMD. The requested modification is to transfer an existing permitted public water supply allocation from two existing wells located at Polk County's Edgehill Facility to a proposed new well at its Alternative Water Supply Receiving Facility (less than two miles from the two existing wells). The annual average quantity remains 1.1 mgd and the peak month quantity remains 1.43 mgd. The permit is for public supply uses in Polk County and is located in the Peace River and Green Swamp basins.