

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

**AGENDA**

**December 3, 2025 @ 9:30 a.m.**

Charlotte County Administration Center  
Commission Chambers, Room 119  
18500 Murdock Circle, Port Charlotte, FL

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

**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/ROLL CALL**

**INVOCATION**

Commissioner Elton Langford

**PLEDGE OF ALLEGIANCE**

Led by the board

**WELCOME GUESTS**

**HOST COUNTY REMARKS**

Hector Flores, Charlotte County Administrator

**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.*

**AWARDS/RECOGNITIONS**

1. Employee Service Recognition
2. DBIA Florida Honor Award

**CONSENT AGENDA**

1. Minutes of October 1, 2025, Board of Directors' Meeting
2. Board of Directors Meeting Schedule for CY 2026
3. Special District Public Facilities Report (December 2025)
4. Phase 2B Interconnect Easement Agreements
5. Feasibility and Routing Study for the Regional Integrated Loop Phase 2C Pipeline Project
6. CY 2026 Peace River Hydrobiological Monitoring Program (HBMP)
7. Declaration of Surplus

**REGULAR AGENDA**

1. Water Supply Conditions Report and Year-End Summary for FY 2025
2. SWSEP Program and Rates Overview
3. Peace River Facility Expansion Project Contract Amendment #4
4. PR3 Volume 1 & 5 Construction Contract
5. Surface Water System Expansion Project Builders Risk Insurance
6. PR3 CEI Services with HDR, Inc.

**GENERAL COUNSEL'S REPORT****EXECUTIVE DIRECTOR'S REPORT****ROUTINE STATUS REPORTS**

1. Hydrologic Conditions Report
2. Check Registers for September and October 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. Regional Integrated Loop System Phase 3C Extension Routing Study
8. Partially Treated Surface Water ASR Project
9. Peace River Basin Report

**BOARD MEMBER COMMENTS**

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**PUBLIC COMMENTS** *(if necessary)*

**ANNOUNCEMENTS**

Next Authority Board Meeting (Pending Board Approval)

Wednesday, February 04, 2026 @ 9:30 a.m.

Peace River Facility

Water Quality and Training Center

8998 SW County Rd. 769, Arcadia, FL

**ADJOURNMENT**

**Visit the Business page of our website [www.regionalwater.org](http://www.regionalwater.org) to access the Agenda Packet**

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**AWARDS/RECOGNITIONS**  
**ITEM 1**

**Employee Service Recognition**

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**Presenters -**

Katie Gilmore, Director of Operations  
Doug Leath, Senior Facilities Manager

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

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

<b>Milestone</b>	<b>Employee</b>	<b>Position</b>
10 Years	Doug Morton	Laboratory Manager
	Andrew Kolbenschlag	Instrumentation and Controls Technician III
	Jonathan Canfield	Mechanic I
	Mark Ortel	Operations Specialist II
20 Years	Don Morton	Transmission System Operator III
	George Pennell, Jr.	Maintenance Supervisor

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**AWARDS/RECOGNITIONS**  
**ITEM 2**

**DBIA Florida Honor Award**

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**Presenters -**

Mike Knowles, Director of Engineering & Projects  
Dustan Pate, Project Manager, Garney Construction

The Florida Design-Build Institute of America (DBIA) presents their water & wastewater project awards each year at the DBIA Annual Meeting. At this year's meeting in Ponte Vedra, the Authority's **Regional Integrated Loop Phase 3C Pipeline Project** was one of two water/wastewater projects receiving the **DBIA Florida Region Design-Build Honor Award**. The project Design-Build contractor team consists of Garney Construction with Ardurra Group as the engineer of record. Additional support services from Wade-Trim (subcontractor), Black & Veatch (3<sup>rd</sup> Party Reviewer), and Brown and Caldwell (Owner's Agent) completed the Design-Build team. Garney Construction will be presenting the award to the Authority to recognize the collaboration between the owner and design-builder that contributed to the successful on time and on budget completion of the pipeline portion of the project in June 2025.

**DBIA Project Description:**

With interlocal agreements nearing expiration, the Peace River Manasota Regional Water Supply Authority (PRMRWSA) needed to expand its potable water transmission supply rapidly. Partnering with Garney (Design-Builder), Ardurra (lead engineer), and Wade Trim (design subcontractor), PRMRWSA launched its first Progressive Design-Build project to extend the Regional Integrated Loop into Sarasota County. Using phased design and construction, nearly eight miles of 42-inch steel transmission main were installed through developed areas. Early material procurement, phased construction and permitting, and proactive stakeholder coordination enabled the team to overcome alignment challenges, permitting delays, and utility conflicts, delivering a resilient connection that meets long-term needs.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**CONSENT AGENDA  
ITEM 1**

**Minutes of October 1, 2025, Board of Directors Meeting**

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**Recommended Action -**

**Motion** to approve minutes of October 1, 2025, Board of Directors Meeting.

Draft minutes of the October 1, 2025, Board of Directors Meeting are provided for approval.

**Attachments:**

Draft minutes of October 1, 2025, Board of Directors Meeting

Minutes of Board of Directors Meeting  
**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
Sarasota County Administration (South County)  
R.L. Anderson Administration Building  
4000 S. Tamiami Trail, Venice, FL 34293

October 1, 2025

***Board Members Present:***

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

***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 AND ROLL CALL**

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

**INVOCATION**

Commissioner Langford offered the invocation.

**PLEDGE OF ALLEGIANCE**

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

**HOST COUNTY REMARKS**

Sarasota County Administrator Jonathan Lewis offered the host remarks and welcomed everyone to the South County Administration Center.

**CHANGES TO THE AGENDA**

Mr. Anderson announced a change to the agenda, adding the General Counsel's Report - Item #2 'Phase 2B Regional Interconnect Purchase of Pipeline Easements 610 PUE and 510 TCE'

**Motion was made by Commissioner Langford, seconded by Commissioner Cutsinger, to approve the changes to the Agenda. The motion was approved unanimously.**

## **PUBLIC COMMENTS**

No public comments were made.

## **AWARDS/RECOGNITIONS**

### **1. FWC Youth Hunting Program' 2024 Organization of the Year Award**

Shalina Odegard, Water Resources & Planning Manager, introduced the guides of the RV Griffin Youth Hunt Group, Jacob Walker and Eric Lewis, who presented the Peace River Manasota Regional Water Supply Authority and RV Griffin Reserve with the FWC Youth Hunting Program of Florida's 2024 Organization of the Year Award.

This award honors the outstanding contributions, dedication, and enthusiasm of the RV Griffin Youth Hunt volunteers in ensuring that Florida's hunting heritage endures for generations to come. For more than 15 years, the RV Griffin hunts have been a cornerstone of the Youth Hunting Program. Over 100 first-time youth hunters and their families have participated, leaving with a deeper understanding of the hunter's role in wildlife and habitat conservation, as well as a newfound passion for participating in and preserving it. Many of these families have gone on to create lasting traditions within Florida's rich hunting heritage.

Mr. Walker and Mr. Lewis extended their sincere gratitude to the Authority and RV Griffin Reserve for their unwavering support of youth and family involvement in conservation. Among dozens of partners, the FWC has recognized the Authority for its exceptional commitment to fostering awareness and engagement through this proven program.

Commissioners Cutsinger, Bearden and Langford shared their support for the program and commented on the importance of mentoring youth through programs like the Youth Turkey Hunt.

## **CONSENT AGENDA**

- 1. Approve Minutes of August 6, 2025, Board of Directors' Meeting**
- 2. Approve Projects for State of Florida Grant Funding - Local Funding Initiatives**
- 3. Approve Regional Integrated Loop Phase 3C Pipeline Project Amendment #3**
- 4. Approve Disbursement of Funds for FY 2026 Debt Service Coverage Payments**
- 5. Approve 2025 Agency Achievements Pursuant to Chapter 189.0694, F.S.**
- 6. Approve PR3 Volumes #3 and #4 Construction Engineering and Inspection Services**

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



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**CONSENT AGENDA**  
**ITEM 2**

**Board of Directors Meeting Schedule for CY 2026**

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**Recommended Action -** **Motion** to approve the Board of Directors meeting schedule for the calendar year 2026.

As an independent special district under Chapter 189, F.S., the Authority is required to file an annual meeting schedule with the local governing authority or authorities. The proposed meeting schedule for the calendar year 2026 has been coordinated with each of the Board members' offices. The Authority Board of Directors' meetings are typically scheduled for the first Wednesday of the month on a bi-monthly schedule.

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

Proposed CY 2026 Board of Directors Meeting Schedule:

DATE	TIME	LOCATION
Wednesday February 4, 2026	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL 34269
Wednesday April 1, 2026	9:30 A.M.	Sarasota County Administration (South County) R.L. Anderson Administration Building 4000 S. Tamiami Trail, Venice, FL 34293
Wednesday June 3, 2026	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL 34266
Wednesday, August 5, 2026	9:30 A.M.	Charlotte County Administration Center Commission Chambers, Room 119 18500 Murdock Circle, Port Charlotte, FL 33948
Wednesday October 7, 2026	9:30 A.M.	Manatee County Administration Building Honorable Patricia M. Glass Chambers 1112 Manatee Ave West, Bradenton, FL 34205
Wednesday December 2, 2026	9:30 A.M.	Sarasota County Administration (South County) R.L. Anderson Administration Building 4000 S. Tamiami Trail, Venice, FL 34293

# Peace River Manasota Regional Water Supply Authority

## BOARD OF DIRECTORS MEETING SCHEDULE FOR CALENDAR YEAR 2026

DATE	TIME	LOCATION
Wednesday February 4, 2026	9:30 A.M.	Peace River Facility Water Quality and Training Center 8998 SW County Rd. 769, Arcadia, FL 34269
Wednesday April 1, 2026	9:30 A.M.	Sarasota County Administration (South County) R.L. Anderson Administration Building 4000 S. Tamiami Trail, Venice, FL 34293
Wednesday June 3, 2026	9:30 A.M.	DeSoto County Administration Building Commission Chambers, First Floor 201 East Oak Street, Arcadia, FL 34266
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Wednesday December 2, 2026	9:30 A.M.	Sarasota County Administration (South County) R.L. Anderson Administration Building 4000 S. Tamiami Trail, Venice, FL 34293

Board meeting dates and times are subject to change.  
Please visit [www.regionalwater.org](http://www.regionalwater.org) for up-to-date information.

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**CONSENT AGENDA**  
**ITEM 3**

**Special District Public Facilities Report (December 2025)**

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**Recommended Action -** **Motion** to approve ‘Special District Public Facilities Report’ (December 2025).

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

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

The previously approved ‘Special District Public Facilities Report’ (December 2024) has been updated to include the current status of the Regional Transmission system expansion (Phase 2B and 3C Interconnects), the status of the Surface Water System Expansion Program which includes the PR3 Reservoir and associated improvements, expansion of water treatment capacity at the Peace River Facility, status of the assessment of Brackish Groundwater Reverse Osmosis development at the Peace River Facility, and other smaller projects in the 5-year CIP.

**Budget Action:** No Action Needed

**Attachments:**  
Special District Public Facilities Report (December 2025)

# **Peace River Manasota Regional Water Supply Authority**

## **Special District Public Facilities Report**

*[Revised December 2025]*

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

### **Overview**

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

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

### **Statutory Requirements**

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

### **History**

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

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

Today the Authority is a major water supplier for the region. The Peace River Facility treatment capacity has been expanded from 12 to 51 million gallons per day (MGD) incorporating a 6.5 billion gallon (BG) off-stream raw water reservoir system and aquifer storage/recovery system (ASR) providing an additional 6.3 BG of storage. The regional transmission system has been extended from the seven miles originally acquired from GDU in 1991, now includes approximately 90 miles of large diameter pipeline delivering drinking water to Charlotte, DeSoto and Sarasota Counties and the City of North Port.

### **Existing Public Facilities**

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

#### a) Water Supply

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

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

#### b) Regional integrated Loop System

The Authority currently maintains a network of approximately 90 miles of transmission pipeline for delivery of treated drinking water to its member governments and customers (Figure 1). Off-site finished water storage tanks and pump stations are maintained in three locations, Phase 1A P.S. in Punta Gorda, DeSoto S. Booster in DeSoto County, and the 3A P.S. at the Carlton Water Treatment Plant in Sarasota County.

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

### **Proposed Public Facilities**

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

a) Water Supply

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

b) Regional Integrated Loop System

The Authority's 20-year expansion program identifies construction of an additional 64 miles of interconnecting pipelines to support regional reliability, provide supplies to meet growing needs, share resources to the benefit of all residents in the four-county service area, and ensure that public water supply is provided in an environmentally sustainable manner. These pipelines include the 3-mile, 42-inch diameter Phase 3C Extension Regional Interconnect in Sarasota County, the 13-mile 42-inch diameter Phase 2B Regional Interconnect in northern Charlotte and southern Sarasota County and the Phase 2C Regional Interconnect in Charlotte and Sarasota County. The Phase 2B Interconnect project is under construction and is scheduled to be complete by FY 2027. The Phase 2C and Phase 3C Extension Projects are entering preliminary design in FY 2026. All pipeline projects will extend the regional system to meet Customer needs and support improved system reliability.

c) Other Facilities

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

Figure 1. Existing Regional System

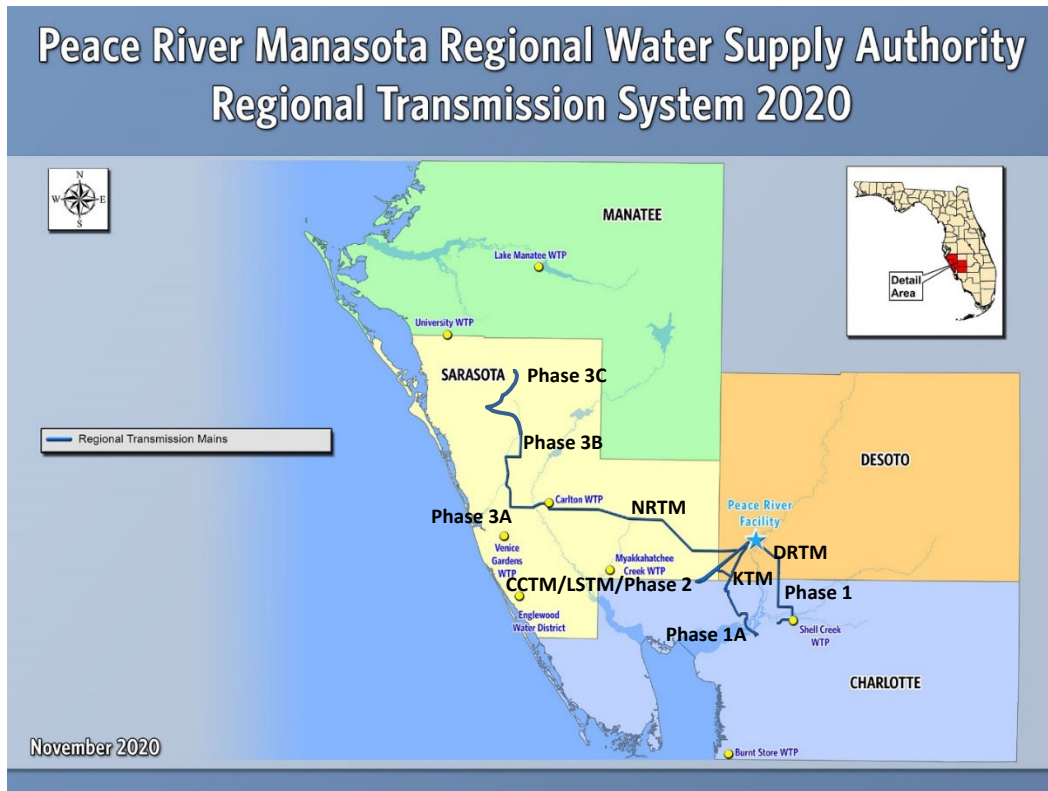
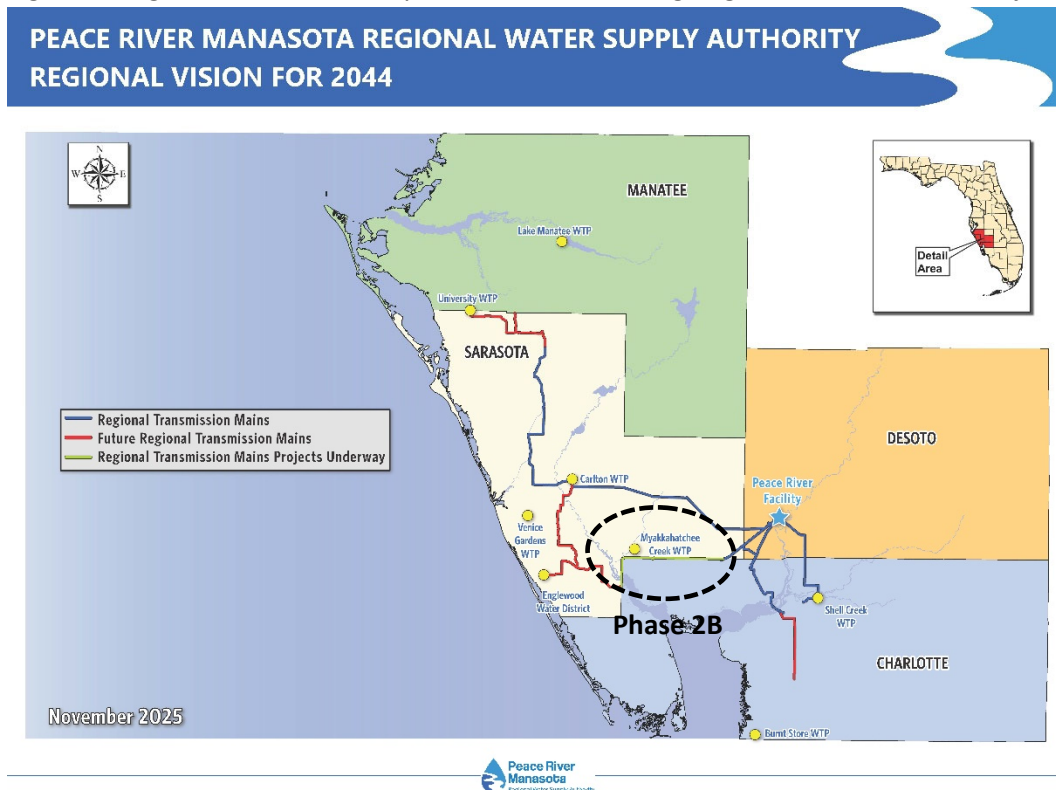


Figure 2. Regional Transmission System Extensions – Ongoing Transmission Main Project (2025)



**Table 1. Existing Water Supply Facilities**

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

MGD – Million Gallons per Day

BG – Billion Gallons



**Table 2. Existing Pipelines**

<b>Facility</b>	<b>Diameter (inches)</b>	<b>Material</b>	<b>Length</b>	<b>Year Constructed</b>	<b>Location</b>
Charlotte County Transmission Main (CCTM)	36	PCCP	7 miles	1980	DeSoto County/Charlotte County/City of North Port
Lake Suzy Transmission Main (LSTM)	12	PVC	2.4 miles	1980	DeSoto County
North Regional Transmission Main (NRTM)	42	Steel	23 miles	2001	DeSoto County/Sarasota County
Kings Highway Transmission Main (KTM)	24	DIP	5 miles	2001	DeSoto County
Desoto Regional Transmission Main (DRTM)	20	DIP	7 miles	2005	DeSoto County
Phase 1A Regional Interconnect and Pump Station	24	DIP	9 miles	2012	DeSoto County/Charlotte County
Phase 2 Regional Interconnect	42	DIP	7 miles	2013	DeSoto County/City of North Port/Charlotte County
Phase 3A Regional Interconnect and Pump Station	48	Steel	9 miles	2011	Sarasota County
Phase 1 Regional Interconnect	24	DIP	6.4 miles	2020	DeSoto County/Charlotte County
Phase 3B Regional Interconnect	48/36	Steel	5 miles	2021	Sarasota County
Phase 3C Regional Interconnect	42/24	Steel	8 miles	2025	Sarasota County

PCCP – Prestressed Concrete Cylinder Pipe

DIP – Ductile Iron Pipe

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

Facility	Description	Anticipated Completion	Anticipated Capacity	Anticipated Demand	Proposed Financing
Peace River Surface Water Expansion Project	New 9 BG off-stream storage reservoir, increased water intake capacity on the Peace River to 258 MGD. Expand treatment capacity at the Peace River Facility by 24 MGD from current 51 MGD to 75 MGD.	2028	24 MGD (Treatment) 18 MGD (Avg. Day Yield)	53 MGD	Water Rates Grant Funds
Brackish Groundwater Reverse Osmosis Facility	15 MGD Brackish groundwater wellfield and associated Reverse Osmosis Treatment Facilities and concentrate disposal wells.	2032	9 MGD (Avg. Day Yield)	43.7 MGD	Water Rates Grant Funds

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

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Phase 3C Extension Regional Interconnect	RTM extending north from connection with 3C RTM to Fruitville Rd. Includes improvements to Regional pumping & storage facilities.	2030	42/24-inch	3 miles	Water Rates Grant Funds
Phase 2B Regional Interconnect	RTM extending west from the existing Phase 2A RTM connection to Charlotte County Utilities Gulf Cove Booster Station.	2027	42-inch	13 miles	Water Rates Grant Funds
Phase 2C Regional Interconnect	RTM extending north from 2B RTM connection to Sarasota County Utilities Venice Gardens WTP.	2030	42-inch	10 miles	Water Rates Grant Funds

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

Facility	Description	Anticipated Completion	Diameter	Length	Proposed Financing
Kings Highway 24-Inch RTM	Relocate/replace a portion of the Kings Highway RTM due to CR 769 road widening.	2028	24"-30"	Relocate Approx. 2 miles	Water Rates
Water Resources/Construction Dept. Building Replacement	Due to age (60 years) and Hurricane Ian damage, replace existing water resources building with new office building on same property.	2028	N/A	N/A	Water Rates

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**CONSENT AGENDA**  
**ITEM 4**

**Phase 2B Interconnect Easement Agreements**

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**Recommended Action -**

**Motion** to approve Agreements for Permanent Pipeline Easement Number 603 and Easement Number 606, and Temporary Construction Easement Number 506 for the Phase 2B Regional Interconnect, Authorize the Chairman to execute the NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENT and the TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, and Authorize the Executive Director to pay any 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 to approve the easements listed below, and for the Chairman to execute the documents and authorization for the Executive Director to pay any transaction fees necessary to complete the acquisition of the Easements.

Permanent Easement #	Perm. Easement Area (Ac)	Temporary Easement #	Temp. Easement Area (Ac)
603 and 606	.737	506	.140

**Budget Action** – No action is required.

**Attachments:**

Tab A Permanent Pipeline Easement #603 and #606

Tab B Temporary Construction Easement #506

**TAB A**  
Permanent Pipeline Easement #603 & #606

This instrument prepared by and return to  
Steven R. Medendorp, Esq.  
Manson Bolves Donaldson & Tanner, P.A.  
109 N. Brush Street, Suite 300  
Tampa, FL 33602

Parcel #: \_\_\_\_

## **NON-EXCLUSIVE PERMANENT WATER MAIN EASEMENT AGREEMENT**

THIS NON-EXCLUSIVE PERMANENT WATER EASEMENT AGREEMENT (the "Agreement"), is made and entered into this 4 day of November, 2025, by and between **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, ("Grantor or "Owner"), whose address is 4970 City Hall Boulevard, North Port, Florida 34286, ("Grantor"), and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes ("Authority" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

### **RECITALS:**

**WHEREAS**, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

**WHEREAS**, Grantee has requested, and Grantor grant a non-exclusive, permanent and perpetual easement to Grantee to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade the above-mentioned Waterline and Facilities on the Easement Property (as defined below), on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the above recitals, and the sum of Ten and No/100 Dollars (\$10.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties agree as follows:

1. To the extent applicable, the non-exclusive permanent, perpetual waterline easement interests and rights acquired by Authority over, above, across, through and under the Owner's property located in Sarasota County, Florida and are further described herein. The applicability of any particular estate shall be determined by those interests and rights described and depicted on Exhibit "A" attached hereto (the "Easement Property").

2. Authority shall have the right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade an underground pipeline for the purpose of transporting water over, across, through and under the lands hereinafter described (the "Waterline"), along with the installation of appurtenant above-ground and below-

ground pipes, valves and equipment (collectively the "Facilities"), for the purpose of transporting water over, above, across, through and under the Easement Property within the Peace River Authority Regional Integrated Loop Phase 2B Pipeline, in Sarasota County, Florida.

3. Authority's easement rights, as described below, may be exercised by Authority's agents, employees, representatives, licensees, invitees, or such other persons or entities as Authority deems necessary. Those rights include the following:

a. Authority shall have the perpetual right, privilege and easement for and to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, remove, and upgrade the Waterline and/or Facilities, which Waterline and Facilities shall be used for the purpose of transporting water over, above, across, through and under the Easement Property.

b. Authority shall have the free and full right of ingress and egress from the Easement Property by means of the Easement Property and adjacent public or private roadways, easements or right-of-way owned or held by or lawfully available to Authority, including and other property over which Authority has access rights. Subject to Authority's declaration of an emergency need for access, which determination shall be in Authority's sole discretion, Authority shall notify and coordinate access with the Grantor to ensure that routine access for purposes of ingress and egress does not interfere with the security or operations of the Grantor's facility. Grantor shall not unreasonably deny access and, shall have up to fifteen (15) days to reasonably deny same or propose a reasonable alternative option. Should Grantor fail or refuse to timely respond within the fifteen (15) days, Authority's access request is thereby automatically deemed approved.

c. 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 Easement Property granted herein. Notwithstanding the foregoing, Grantor has no obligation to construct, repair or maintain any roadways for Grantee's use.

d. Subject to Authority's declaration of an emergency need, in Authority's sole discretion, Authority agrees that no less than ninety (90) days prior to the replacement, removal or relocation of the Waterline and/or the Facilities, Authority shall place Owners on notice of the proposed changes to Owners.

e. Authority shall have the right to excavate and refill ditches and trenches for the location of such Waterline and Facilities and further right to remove fences, trees, bushes, undergrowth, structures and any other obstructions interfering with the location, construction, operation, maintenance, repair, upgrade and replacement of such Waterline and/or Facilities. Notwithstanding the foregoing, any Authority removal of fences required to maintain the security of Grantor's facility shall be coordinated with the Grantor to ensure the security of the Easement Property at all times. Any fence that must be removed shall be replaced and a temporary fence shall be provided as required by the Grantor.

f. Authority shall maintain the Easement Property by cutting and removing there from trees, brush, and other natural obstructions that may, in the reasonable judgment of Authority or pursuant to regulatory requirements, injure, endanger or interfere with Authority's use of the Easement Property.

g. Authority shall not unreasonably restrict ingress or egress to Owners' property abutting the Easement Property and shall use its best efforts to provide reasonable ingress and egress across the Easement Property for use of Owners. Notwithstanding the foregoing, Authority shall be permitted to restrict ingress or egress to property abutting the Easement Property for safety purposes only in Authority's reasonable discretion during periods of construction activity. Recognizing that the location of ingress and egress across the Easement Property may change due to construction activities or safety concerns during the term of this Agreement, Authority shall provide notice to the Owners of the designated ingress and egress locations in advance of construction activities, except in the case of an emergency condition.

h. After completion of construction activity, Authority will remove all construction equipment and unused materials and will, where applicable re-seed or re-sod the Easement Property and other areas, if any, disturbed by the construction operations of Authority. Subject to Authority's rights hereunder and to the extent not inconsistent therewith, Authority will restore the surface of all disturbed areas of the Easement Property to pre-construction elevations, contours, grades, and condition, as near as is reasonably practicable.

4. The parties agree that this Agreement is non-exclusive in nature.

5. As to the Permanent Easement, Owner(s) retains the right and may continue to use the Easement Property for any lawful purposes that does not interfere with Authority's rights acquired hereunder and improvement of such facilities, provided however that Owner(s) shall neither impound water, construct nor permit to be constructed any building, structure or other improvement upon the Easement Property which interferes with the exercise by Authority of the rights hereby conveyed, including ingress and egress from the Easement Property, and the safe operation of the Waterline. Owner(s) reserves the right to install, subject to the provisions of this Term Sheet, landscaping, roads, driveways, fences and underground utilities and other road paving installations as may be necessary for Owners' development and enjoyment of the remainder property. For safety and for the Authority's operational purposes, the use of the surface and subsurface of the Easement Property by Owners shall be subject to the following terms, conditions and limitations.

a. Owner(s) shall not unreasonably enter upon or use the Easement Property while the Waterline and/or Facilities are being constructed, repaired, replaced or upgraded. Subject to Grantor's declaration of an emergency need for access, Grantor shall notify and coordinate access with the Authority to ensure that routine access so long as said access does not interfere with the security or operations of the Authority's Waterline and/or Facilities. Authority shall not unreasonably deny access and, shall have up to fifteen (15) days to reasonably deny the same or



propose a reasonable alternative option. Should Authority fail or refuse to timely respond within the fifteen (15) days, Grantor's access request is thereby automatically deemed approved. Owners shall not obstruct or restrict Authority's use of the Easement Property in any manner;

b. No excavation operations shall be undertaken within the Easement Property without five (5) days prior written notice to the Authority and to the Florida Sunshine State One Call System or its successor(s), except in the case of emergency operations, for which notice shall be provided as soon as practicable, but no less than forty-eight (48) hours in advance;

c. Construction activities and operation by the Grantor on and/or under the Easement Property shall be subject to prior written approval of Authority for such operations, which approval shall not be unreasonably withheld and Authority shall have up to fifteen (15) days to reasonably deny the same or propose a reasonable alternative option. Should Authority fail or refuse to timely respond within the fifteen (15) days, Grantor's access request is thereby automatically deemed approved. Construction, installation, operation and maintenance activities by the Owner on or across the Easement Property and/or use of the surface or subsurface of the Easement Property shall be in compliance with all applicable statutes, rules, regulations, ordinances and codes of any governmental agency or entity having jurisdiction over the Easement Property and/or the operations being conducted;

d. Installation and construction of any public or private utilities, including but not limited to, water, sewer, gas, electrical, fiber optic and/or telephone which impact or encroach on the Easement Property shall be subject to the following additional specific terms, conditions and limitations: (1) construction and installation of all subsurface utility pipe or cables which cross the Easement Property shall be constructed and installed so as to maintain a separate distance of not less than eighteen inches (18") or state-required minimum separation, whichever is greater, between such pipes and/or cables and Authority's Waterline pipe, and (2) no utilities shall be installed above the Easement Property or between the surface of the property and the top of the Waterline pipe;

e. Installation and construction of any fences that impact or encroach on the Easement Property, after the initial construction of the Waterline, shall be subject to reasonable terms and conditions to protect the Waterline. Fence posts for any fences crossing the Easement Property perpendicularly should maintain a minimum distance of ten feet (10') from either side of the Waterline pipe, and fences running parallel to the Easement Property should maintain a minimum distance of ten feet (10') from the Waterline pipe, unless Authority agrees otherwise in writing;

f. No construction of new canals, ditches, or other open drainage facilities, nor use of explosives, intentional flooding, or setting of fires, shall be conducted on or across the surface of the Easement Property without Authority's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed;

g. Installation and construction of any public or private roads or streets that impact or encroach on the Easement Property shall be subject to Authority's prior written approval,

which shall not be unreasonably withheld, conditioned, or delayed. Authority shall have the right to utilize any road or street installed on or across the Easement Property as a means of ingress to, or egress from, the Easement Property. Use of such roads and streets shall be at the sole risk of the user;

h. Planting or installation of any trees and/or landscaping that impacts or encroaches on the Easement Property, after the initial construction of the Waterline and/or Facilities, shall be subject to the following specific additional terms, conditions and limitations: (1) any trees or shrubbery shall be shallow rooted; and (2) no trees or shrubbery shall be planted any closer than ten feet (10') on either side of any Waterline or Facilities located on the Easement Property;

i. Owners shall be responsible, at the sole cost and expense of Owners, for the repair or maintenance of any roads, streets, fences and/or subsurface utilities (excluding the Waterline and the Facilities), installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Owners on the Easement Property;

j. Authority shall be responsible, at the sole cost and expense of the Authority, for the repair and maintenance of the Waterline and the Facilities installed on or across the Easement Property and for the care and maintenance of the trees, shrubbery and other landscaping planted by Authority on the Easement Property; and

k. Operations by others on the Easement Property shall not impair or interfere with the rights granted to Authority and shall not require the relocation or lowering of the Waterline pipe, decrease the ground cover of the Waterline pipe, or change the contour of the ground surface over the Easement Property.

6. Authority agrees to provide Owners, either upon Owners' request or at Authority's option, a prior written determination whether any particular exercise of the right to use the Easement Property by Owners does, or does not directly interfere with the safe and efficient exercise of Authority's rights, which determination shall not be arbitrarily or unreasonably withheld, conditioned, or delayed.

7. Owners shall not grant an easement on the Easement Property to a third party without the prior written consent of the Authority. Notwithstanding Owners may not grant an easement on the Easement Property to a third party which could, may or will negatively impact the Waterline and/or Facilities. Authority may assign its rights acquired, in whole or in part, and Authority shall have the right to operate the Waterline and/or Facilities for its own use or to lease, sell, or assigns any or all of the Waterline and Facilities or the rights thereto.

8. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

9. In the event of a dispute between the parties hereto relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs incurred from the date of the dispute through any appeals, bankruptcy proceeding or to collect or enforce any judgment.

10. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

11. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

12. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

13. This Agreement incorporates and describes all of the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and have not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

14. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

15. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Sarasota County, Florida.

16. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

17. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble hereof. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, facsimile, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if

sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by facsimile, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

18. The recitals above are true, correct, and incorporated herein by reference.

*[Signature pages follow.]*



IN WITNESS WHEREOF, the parties have executed this Agreement this November 4, 2025, \_\_\_\_\_ day of \_\_\_\_\_

WITNESSES:

GRANTOR: THE CITY OF NORTH PORT, FLORIDA

By: Glorimar Fonseca

By: A. Jerome Fletcher

Printed Name: Glorimar Fonseca

As Its: \_\_\_\_\_

By: Sue Carneiro

Printed Name: A. JEROME FLETCHER

Printed Name: Sue Carneiro

ATTEST

Heather Faust  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Michael Fuino  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4 day of November, 2025, by Jerome Fletcher as City Manager of City of North Port, Florida, a municipal corporation 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)



**JULIA FRITZ**  
Notary Public  
State of Florida  
Comm# HH723116  
Expires 9/22/2029

Julia Fritz  
Signature of Notary Public

Julia Fritz  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 09/22/2029.

WITNESSES:

**GRANTEE:**

PEACE RIVER MANASOTA REGIONAL

WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes.

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Approved to form and correctness:

\_\_\_\_\_

Douglas Manson, Esq., General Counsel

**ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Peace River Manasota Regional Water Supply Authority, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, 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

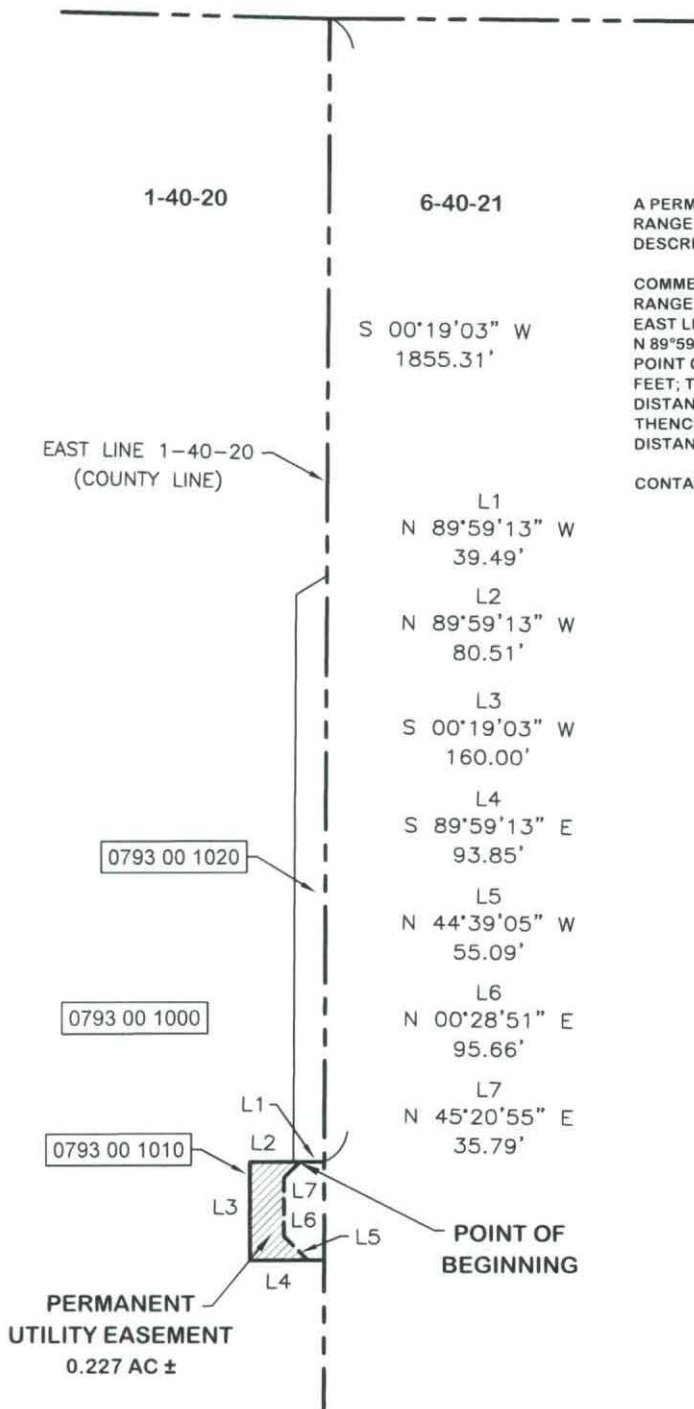
I am a Notary Public of the State of Florida, and my commission expires on \_\_\_\_\_.

# EXHIBIT A

Easement  
# 603

**SKETCH**

POINT OF COMMENCEMENT  
NE CORNER 1-40-20

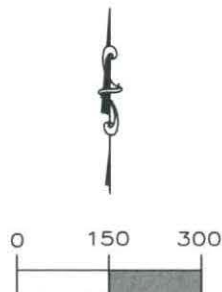


**DESCRIPTION**

A PERMANENT UTILITY EASEMENT LYING WITHIN SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'03" W ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1855.31 FEET; THENCE N 89°59'13" W DEPARTING SAID EAST LINE, A DISTANCE OF 39.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89°59'13" W, A DISTANCE OF 80.51 FEET; THENCE S 00°19'03" W, A DISTANCE OF 160.00 FEET; THENCE S 89°59'13" E, A DISTANCE OF 93.85 FEET; THENCE N 44°39'05" W, A DISTANCE OF 55.09 FEET; THENCE N 00°28'51" E, A DISTANCE OF 95.66 FEET; THENCE N 45°20'55" E, A DISTANCE OF 35.79 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.227 ACRES MORE OR LESS.



**ABBREVIATIONS**

- AC ACRES
- NE NORTHEAST
- NW NORTHWEST
- PID PARCEL IDENTIFICATION

**NOTES**

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF SECTION 1, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'03" W.

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

PAGE 1 OF 1

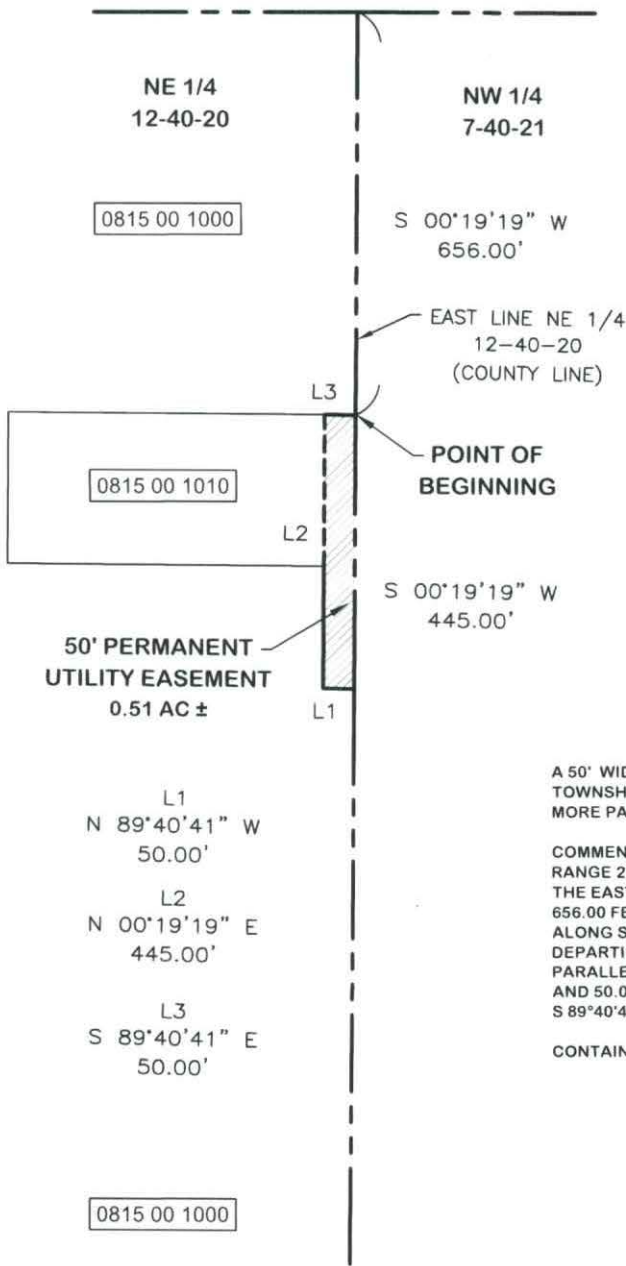
PID 0793 00 1010  
PERMANENT UTILITY EASEMENT

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

SECTION 01 TOWNSHIP 40 S RANGE 20 E			SARASOTA COUNTY, FLORIDA	DRAWN: JM
DATE JANUARY 2024		SCALE 1" = 300'		22-2795

**SKETCH**

POINT OF COMMENCEMENT  
NE CORNER 12-40-20



**ABBREVIATIONS**

- AC ACRES
- NE NORTHEAST
- NW NORTHWEST
- PID PARCEL IDENTIFICATION

**DESCRIPTION**

A 50' WIDE PERMANENT UTILITY 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 SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°19'19" W ALONG SAID EAST LINE, A DISTANCE OF 445.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET; THENCE N 00°19'19" E PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12 AND 50.00 FEET WESTERLY THEREFROM, A DISTANCE OF 445.00 FEET; THENCE S 89°40'41" E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.51 ACRES MORE OR LESS.

**NOTES**

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

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

PID 0815 00 1010			
50' PERMANENT UTILITY EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E	SARASOTA COUNTY, FLORIDA		DRAWN: JM
	DATE NOVEMBER 2023	SCALE 1" = 300'	22-2795



**TAB B**  
Temporary Construction Easement #506

This instrument prepared by and return to  
Steven R. Medendorp, Esq.  
Manson Bolves Donaldson & Tanner, P.A.  
109 N. Brush Street, Suite 300  
Tampa, FL 33602

Parcel #: \_\_\_\_

## **EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS EXCLUSIVE TEMPORARY CONSTRUCTION EASEMENT (the "Agreement"), is made and entered into this 4 day of November, 2025, by and between **THE CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, ("Grantor" or "Owner"), whose address is 4970 City Hall Boulevard, North Port, Florida 34286, and **PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes ("Authority" or "Grantee"), whose address is 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

### **RECITALS:**

**WHEREAS**, Grantee desires to construct, install, operate, maintain, replace, inspect, patrol, test, repair, relocate, replace, remove and upgrade an underground pipeline for the purpose of transporting water over, across, through and under certain lands (the "Waterline"), along with the installation of appurtenant above-ground and below-ground pipes, valves and equipment (collectively the "Facilities"), to be located within the Easement Property (as defined below).

**WHEREAS**, Grantee has requested, and Grantor has agreed to grant an exclusive temporary construction easement to Grantee on the Temporary Construction Property (as defined below), to construct and install the above-mentioned Waterline and Facilities on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the sum of Ten Dollars and No/100 Dollars (\$10.00), together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby voluntarily grants, conveys, and establishes a temporary exclusive construction easement for the benefit of Grantee upon the Property described in Exhibit "A," which shall run with the land, be binding upon Grantor, remain in full force and effect for the duration provided below, and the parties agree as follows:

1. To the extent applicable, the temporary exclusive construction easement rights acquired by Authority are described herein. Such rights extend over, above, across, through, and under the Easement Property and include the rights of Authority's agents, employees, licensees, or other persons or entities Authority deems necessary (collectively, the "Easement Property").

2. Authority, its successors and assigns, shall have the right, title and interest for an exclusive temporary construction easement and staging area over, above, across, through and under Grantor/Owner's Easement Property (the "Temporary Construction Property"), for the purpose of constructing and installing the Waterline and Facilities over, above, across, through and under certain lands, which easement rights shall extend to Authority's agents, employees, licensees or such other persons or entities as Authority deems necessary.

3. Authority's construction activities on the Temporary Construction Property, include, but are not limited to, providing vehicular, equipment, and pedestrian access to the Waterline as well as excavating, storing material and equipment, and removing vegetation, structures, or fences on the Temporary Construction Property. Notwithstanding the foregoing, if Authority removes any vegetation or structures from the Temporary Construction Property, Authority shall permanently remove or dispose of same (if they are not otherwise reinstalled by Authority), from the Temporary Construction Property. Any excavated materials, the volume of which is substituted by any pipeline and supporting fill material constructed on the Temporary Construction Property, that is not used within the Waterline shall also be permanently removed by Authority from the Temporary Construction Property by the expiration of this Temporary Construction Easement.

In addition:

a) Any area disturbed as a result of the installation of new pipe shall be cleared.

b) During construction activity, Authority shall have the right to construct, relocate, maintain and replace fencing on the Temporary Construction Property. Any damaged fencing shall be replaced to the reasonable satisfaction of the City.

c) Any roadways damaged as a result of the delivery of materials and equipment, and hauling of material shall be the sole responsibility of Authority to repair and/or restore to pre-existing roadway conditions, or better.

d) During construction activity, Authority shall not unreasonably interfere with the Owners' reasonable use of ingress and egress to their property abutting the Temporary Construction Property and shall use its best efforts to maintain access across the Temporary Construction Property. Notwithstanding the foregoing, Authority shall be permitted to reasonably restrict, but shall not deny, ingress and egress for safety purposes in its reasonable discretion during active construction. Recognizing that the location of ingress and egress across the Temporary Construction Property may change due to construction activities or safety concerns during the term of this Agreement, Authority shall provide notice to the Owners of the designated ingress and egress locations in advance of construction activities, except in the case of an emergency condition.

e) After completion of construction activity, Authority will remove all construction equipment and unused materials and shall re-seed or re-sod the Temporary Construction Property and other areas until a healthy stand of grass is rooted and established, if any, disturbed by the

construction operations of Authority. Subject to Authority's rights hereunder and to the extent not inconsistent therewith, Authority will restore, as near as reasonably practicable, the surface of all disturbed areas of the Temporary Construction Property to pre-construction elevations, contours, grades, and condition, as the continued function and utility of the Temporary Construction Property.

4. The Temporary Construction Easement granted herein shall be temporary in nature. The Temporary Construction Easement (and this Agreement) shall terminate in its entirety upon two (2) years from the execution of this Agreement or the recording of a Certificate of Completion of the construction of the Waterline and Facilities by Authority, whichever is earlier. Notwithstanding such termination, Authority shall remain obligated, within a reasonable time, to remove all construction equipment and unused materials, restore the Temporary Construction Property and any other disturbed areas, and re-seed and re-sod or otherwise return the property to pre-construction condition, consistent with the continued function and utility of the Temporary Construction Property, as required under this Agreement.

5. Notwithstanding Paragraph 4, herein, Authority shall continue to have access to and ingress and egress over the Temporary Construction Property for the purposes of movement of personnel, supplies, and equipment associated with monitoring and testing the health of wetlands in the vicinity of the Waterline and Facilities for a period of: (a) seven (7) years from the date the interest in Land is acquired by Authority, or (b) written notification to Grantor by Authority that monitoring and testing the health of wetlands is complete, whichever occurs sooner. Owners shall retain the right to continue to use the Temporary Construction Property for any lawful purposes that do not directly interfere with Authority's rights or obligations granted under this Agreement.

6. Grantor represents to Grantee that the Easement Property is not leased, rented or occupied by any lessee or tenant.

7. In the event of any dispute arising under this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This provision shall survive termination of this Agreement.

8. The provisions of this Agreement shall run with the Easement Property and shall bind and inure to the benefit of the Grantor, Grantee and their respective heirs, successors, legal representatives and assigns.

9. Governing Law; Venue. This Agreement shall be governed in accordance with Florida law. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Sarasota County, Florida.

10. Counterparts. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.

11. Notices. Any notices to be delivered pursuant to this Agreement shall be delivered to the parties at the addresses set forth in the preamble hereof. Any party may change its address for notice purposes by delivering written notice thereof to the other parties. Notices required by this Agreement shall be effective if delivered by hand, overnight courier service, facsimile, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by facsimile, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner.

12. The recitals above are true, correct, and incorporated herein by reference.

13. Grantor and Grantee each knowingly, voluntarily and intentionally waive any right to which either of them may have to a trial by jury with respect to any litigation or legal proceeding based upon or arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement.

14. This Agreement incorporates and describes all the grants, undertakings, conditions, and consideration of the parties with respect to the Agreement. Grantor, in executing and delivering this Agreement, represents that Grantor has authority to bind and execute this Agreement and has not relied upon any promises, inducements or representations of Grantee or its agents or employees, except as expressly set forth herein.

*[Signature pages follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement this 4 day of November, 2025.

**GRANTOR: THE CITY OF NORTH PORT,**

**WITNESSES:**

**FLORIDA**

By: A. Jerome Hild  
As Its: City Manager  
Printed Name: A. JEROME FLETCHER

By: Glorimar Fonseca  
Printed Name: Glorimar Fonseca  
By: Sue Carneiro  
Printed Name: Sue Carneiro

ATTEST

Heather Faust  
for HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

Michael Fuino  
MICHAEL FUINO, B.C.S.  
CITY ATTORNEY

**ACKNOWLEDGEMENT**

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4 day of November, 2025, by Jerome Fletcher as city manager of City of North Port, Florida, a municipal corporation 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)



**JULIA FRITZ**  
Notary Public  
State of Florida  
Comm# HH723116  
Expires 9/22/2029

Julia Fritz  
Signature of Notary Public  
Julia Fritz  
Print Name of Notary Public

I am a Notary Public of the State of Florida, and my commission expires on 09/22/2029.

**GRANTEE:**

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Approved to form and correctness:

\_\_\_\_\_

Douglas Manson, Esq., General Counsel

**WITNESSES:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes , 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

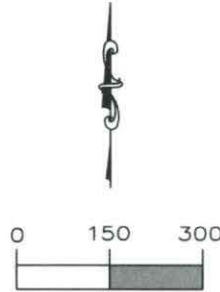
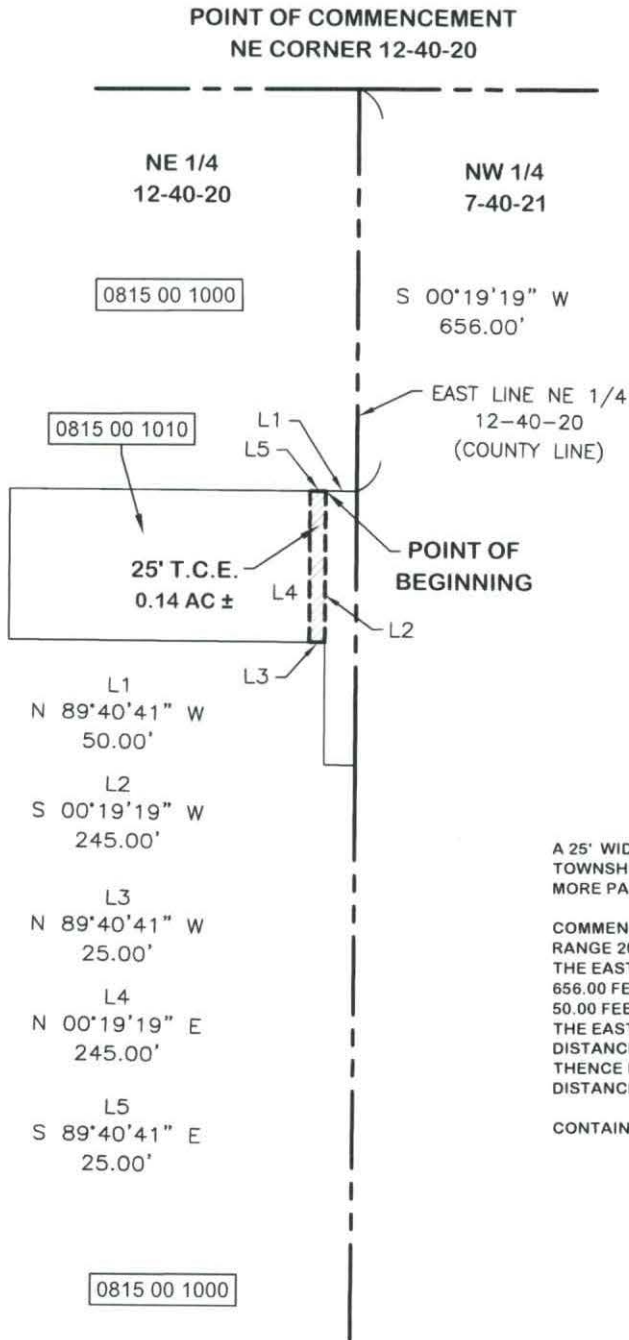
\_\_\_\_\_  
Print Name of Notary Public

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

# EXHIBIT A

Easement  
# 506

**SKETCH**



**ABBREVIATIONS**

- AC ACRES
- NE NORTHEAST
- NW NORTHWEST
- PID PARCEL IDENTIFICATION
- T.C.E. TEMPORARY CONSTRUCTION EASEMENT

**DESCRIPTION**

A 25' 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 SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA; THENCE S 00°19'19" W ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 656.00 FEET; THENCE N 89°40'41" W DEPARTING SAID EAST LINE, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING; THENCE S 00°19'19" W PARALLEL WITH THE EAST LINE OF SAID SECTION 12 AND 50.00 WESTERLY THEREFROM, A DISTANCE OF 245.00 FEET; THENCE N 89°40'41" W, A DISTANCE OF 25.00 FEET; THENCE N 00°19'19" E, A DISTANCE OF 245.00 FEET; THENCE S 89°40'41" E, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 0.14 ACRES MORE OR LESS.

**NOTES**

1. THIS DRAWING IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 SOUTH, RANGE 20 EAST BEING S 00°19'19" W.

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

PAGE 1 OF 1

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

PID 0815 00 1010 25' TEMPORARY CONSTRUCTION EASEMENT			
SECTION 12 TOWNSHIP 40 S RANGE 20 E		SARASOTA COUNTY, FLORIDA	DRAWN: JM
DATE NOVEMBER 2023		SCALE 1" = 300'	22-2795



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**CONSENT AGENDA**  
**ITEM 5**

**Feasibility and Routing Study for the Regional Integrated Loop Phase 2C 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 2C Pipeline Project’ to Kimley Horn, Inc. for an amount not to exceed \$331,048.

**Background**

The Phase 2C Regional Interconnect Project will extend the regional transmission system further into Charlotte and Sarasota Counties to better serve existing customers, meet growing demands, provide a delivery mechanism for future supply to Manatee County, and enhance regional water supply resiliency in accordance with the Board’s Strategic Vision. At the September 30, 2020 Meeting, the Board selected Kimley-Horn Associates as the top ranked firm to conduct the Authority’s ‘Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project’. The Agreement for Professional Services with Kimley-Horn Associates 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 17, 2020.

Work Order No. 1, the ‘Feasibility and Routing Study for the Phase 2B/2C Regional Integrated Loop Pipeline Project’, was completed by Kimley-Horn Associates and identified the recommended pipeline route for the Phase 2B Pipeline segment currently under construction. Study included evaluations of both the Phase 2B and Phase 2C Integrated Loop Pipeline segments. However, at the time the original study (Work Order No. 1 to the agreement) was commissioned, the 2C segment of the Project was not recommended to proceed to construction. Therefore, an in-depth evaluation of the 2C Pipeline options was not performed.

**a. Work Order No. 2 – ‘Feasibility and Routing Study for the Regional Integrated Loop Phase 2C Pipeline Project’**

Under Work Order No. 2, the ‘Feasibility and Routing Study for the Regional Integrated Loop Phase 2C Pipeline Project’, Kimley Horn will evaluate and develop a shortlist of feasible alignments to extend the 2B pipeline to into Sarasota County. Tasks include an update to the original routing and feasibility study to account for the installed Regional Integrated Loop Phase 2B Pipeline, pipe sizing and routing, evaluation of potential Booster Pump Station locations, updated demands, pressure requirements and identification of easements and right of way to determine the most optimal point of connection to meet future demands.

The study is anticipated to be completed within 210 days from Notice-to-Proceed. The fee for Work Order No. 2 is \$331,048 and includes a \$20,000 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 2B AND PHASE 2C PIPELINE PROJECT**

The Agreement is made this 2<sup>nd</sup> 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 Kimley-Horn Associates, hereinafter referred to as “Consultant”, whose address is 1777 Main Street, Suite 200, Sarasota, Florida 34236.

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 2B and Phase 2C 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 feasibility and routing study, including engineering design; planning; water quality modeling; permitting and mitigation; cost estimation; 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 2B and Phase 2C pipelines, which are two 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. The 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 20<sup>th</sup> 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”, and
- E. Any written amendments, modifications, or addenda to the Agreement.

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 (5<sup>th</sup>) 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 (5<sup>th</sup>) 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 subconsultants/contractors, 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., 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: Kimley-Horn Associates  
1777 Main Street, Suite 200  
Sarasota, FL 34236

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 is 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:

**PEACE RIVER MANASOTA**  
REGIONAL WATER SUPPLY AUTHORITY

BY: \_\_\_\_\_

\_\_\_\_\_  
Patrick J. Lehman, P.E.                          Date  
Executive Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Consultant (name & title)                          Date

PREPARED BY:

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

EXHIBIT A  
(Consultant SOQ Submittal and Related Documents)

EXHIBIT B  
(Consultant Fee Schedule)

## 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.

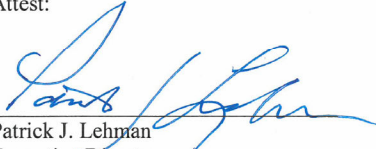
Section 4. The mileage reimbursement rate shall be the “standard mileage rate for business use of a vehicle” established by the IRS, as updated annually on January 1, or as otherwise adjusted from time to time by the IRS.

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)

**TAB B**

Feasibility and Routing Study Scope - Work Order No. 2

**WORK ORDER No. 2**  
**ROUTE STUDY FOR THE**  
**REGIONAL INTEGRATED LOOP PHASE 2C PIPELINE PROJECT**

Pursuant to the Agreement for Professional Services Related to the Feasibility and Routing Study for the Regional Integrated Loop Phase 2B and 2C Pipelines Project, executed between the Peace River Manasota Regional Water Supply Authority (Authority) and Kimley-Horn and Associates, Inc. (Consultant) dated 17<sup>th</sup> of December, 2020, (hereinafter Agreement), this **Work Order No. 2** serves as authorization for additional scope of services and a fee for services to be performed under the Agreement.

**INTRODUCTION**

The Authority's Capital Improvement Plan (CIP) identifies two pipeline projects related to advancing the Regional Integrated Loop system. The Phase 2B pipeline begins at the terminus of the Phase 2A pipeline and extends westward along Hillsborough Boulevard, south parallel to Campbell Street and across Myakka River and terminates at Charlotte County's Gulf Cove Booster Pump Station. This project is currently under construction and anticipated to be complete in 2026.

The purpose of this scope of services is to provide a route study for the Phase 2C pipeline segment which will extend the Phase 2B pipeline to Sarasota County's Venice Gardens WTP, located just west of Jacaranda Boulevard. The route study will identify and compare the feasible alternative route alignments for the pipeline and feasible location for an intermediate booster pumping and storage facility, if needed.

**SCOPE OF SERVICES**

**TASK 1.0 – PROJECT MANAGEMENT, COMMUNICATION, AND COORDINATION**

- 1.1 Consultant will prepare a Project Management Plan that will document communications protocol, team assignments, schedule milestones, and quality review procedures.
- 1.2 The Consultant will prepare for and attend up to four meetings with the Authority including the kick-off meeting. For all client meetings the Consultant will prepare an agenda and meeting minutes (edited notes of the discussion, action items and decisions made, including handouts and exhibits presented).
- 1.3 The Consultant will meet with Authority member utilities and customer utility departments impacted by the project to identify and confirm the preferred connection points and water delivery requirements for flow, pressure, and water quality. It is assumed that this will include two meetings with Charlotte County, two meetings with Sarasota County, two meetings with City of North Port (including Wellen Park), one meeting with Englewood Water District, and one meeting with the City of Venice for a total of eight (8) meetings. The Consultant will prepare and distribute agendas and minutes to the participants and Authority for review and concurrence.
- 1.4 Consultant will prepare a data request for each utility department impacted by the project. Consultant will review data to confirm understanding of 20-year projection for future potable water demands, future infrastructure planned and any additional needs from the Authority. The data review will include water supply planning studies, master plans, engineering reports, engineering drawings and any other available information provided by the Authority, Charlotte County, City of North Port (including Wellen Park) and Sarasota County.



- 1.5 Consultant will provide general project management services including updating and maintaining a project schedule, preparing invoices and associated progress reports, coordination of staff and administrating communications and administrating a quality assurance program.

## TASK 2.0 – DEMANDS AND HYDRAULIC MODELING

- 2.1 The Consultant will review existing demand data from the impacted utilities including Charlotte County, Sarasota County, City of North Port, Englewood Water District, and the Wellen Park service area and confirm incremental flow projection demands for each utility. Existing and future demand data as well as potential future interconnects will be reviewed with each stakeholder at the meetings identified in Task 1.0. The Consultant will work with the Authority to determine a future demand for Manatee County.
- 2.2 Using the confirmed demands from the previous task, the Consultant will utilize the calibrated regional hydraulic model, as provided by the Authority, to perform hydraulic calculations and conduct limited hydraulic modeling to confirm transmission main sizes and pressures at the termination point and any identified interconnect locations. It is assumed that up to two scenarios will be developed for the three preferred routes as identified in Task 3 below. This task does not include hydraulic modeling of the Authority members distribution systems.
- 2.3 Based on hydraulic analysis results, the Consultant will review and confirm the need for a booster pump station and evaluate storage requirements. The Consultant will identify preferred locations for the booster pump station based on hydraulic analysis results and water age. Potential locations include Charlotte County's Gulf Cove Booster Pump Station, the City of North Port's Southwest Water Treatment Plant, and the City of North Port's Southwest Water Booster Pump Station.

## TASK 3.0 – ANALYSIS OF ALTERNATIVE ALIGNMENTS

- 3.1 Consultant will identify up to five feasible and implementable alternatives (or subalternative in a route) considering the following conditions. The publicly available GIS data collected as part of the Phase 2B Pipeline Feasibility Study, excluding property boundaries and ownership, should be used.
  - 3.1.1 Documented regional water supply objectives and published regional planning for the Authority's member utilities, customers, and partners.
  - 3.1.2 Existing right-of-way (ROW) opportunities and planned regional roadway extensions and widening projects with opportunities to use public ROW.
  - 3.1.3 Known planned regional developments such as Wellen Park.
  - 3.1.4 Easement acquisition feasibility dependent on ownership and co-location with public programs
  - 3.1.5 Availability of feasible pumping and storage facility sites.
  - 3.1.6 Data on land use, soils, topography, hydrology, USGS DLG coverages, mesic hammock coverage from National Wetlands Inventory Maps and SWFWMD. Available environmental data from Sarasota County and Charlotte County GIS systems.
  - 3.1.7 Wetland types based on aerial characteristics, public data (FLUCS, SCS) and previous data developed for the 2006 study. Identify areas that may need trenchless construction to avoid environmental impacts.
  - 3.1.8 Potential habitat of endangered, threatened, or species listed as of special concern by the Florida Fish and Wildlife Conservations Commission (FWC) or the U.S. Fish and Wildlife Service (USFWS) as identified in the current official listing of the FWC. Computer based (online) data searches will be conducted for FWC bald eagle nesting sites, Florida Breeding Bird atlas, Florida Natural Areas Inventory (FNAI) Element Occurrences, and FWC available wildlife occurrences.

3.2 Consultant will organize data and alternative alignments in GIS maps and prepare exhibits (maps) for alternative alignments in enough detail to communicate relative advantages and disadvantages for the alignments under consideration. Alignment maps are anticipated to show property boundaries, pipe sizes, potential connections points, and will identify the anticipated method of pipe installation.

3.3 Based on the evaluation of the collected information, the Consultant will use the following weighted matrix to score and rank the top three preferred routes. Each of the three routes will be evaluated, scored and ranked based on the following criteria:

Constructability	Considers how close the project is to existing utilities and infrastructure, as well as any crossings of waterways or wetlands.
Public Impact	Evaluates the effect on traffic flow, public facilities, bus routes, and sidewalks.
Safety	Takes into account speed limits, gas mains, sidewalks, power lines, evacuation routes, medical facilities within the construction zone, and potential hazards for crews.
Operation and Maintenance	Assesses accessibility for future maintenance of infrastructure.
Consistency with Long Range Planning	Reviews alignment with regional roadway plans, county development plans, as well as regional water supply and planned water-related infrastructure improvements.
Environmental and Permitting	Looks at the number of permits required, proximity to contaminated sites, impacts on wetlands, and effects on endangered species.
Land Requirements	Examines the number and difficulty of acquiring permanent and temporary easements, and opportunities for locating pumping and storage facilities.
Impacts to Cultural Resources	Considers known cultural sites affected by the project.

3.4 Consultant will review the results with the Authority to determine the preferred route.

#### TASK 4.0 – PREPARATION OF REPORT

4.1 Consultant shall prepare a draft route study report to present the work developed and summarize the process and steps used to determine the preferred route. The report will provide information on the comparative benefits and costs for three preferred routes as identified in Task 3 above.

4.2 Consultant will conduct a workshop with Authority staff, member utilities and stakeholders to review the draft report, if requested.

4.3 Consultant will prepare an electronic (PowerPoint) Presentation of the findings of the study suitable for public meetings.

4.4 Consultant will complete and release the final report with executive summary and supporting documents. Coordinate and resolve final review comments from Authority and members.

**DELIVERABLES**

It is anticipated that all deliverables will be in an electronic format. A reasonable number (up to 8) of hard copies of interim and final deliverable documents will be provided if requested by the Authority.

A summary of the anticipated deliverables is provided in the following Table 1 – Deliverables by Task

**TABLE 1 – DELIVERABLES BY TASK**

TASK 1.0 – PROJECT MANAGEMENT, COMMUNICATION, AND COORDINATION	<ul style="list-style-type: none"><li>• Agendas and meeting minutes with handouts and exhibits presented</li></ul>
TASK 2.0 – DEMANDS AND HYDRAULIC MODELING	<ul style="list-style-type: none"><li>• Hydraulic Modeling Analysis results, if requested</li></ul>
TASK 3.0 – ANALYSIS OF ALTERNATIVE ALIGNMENTS	<ul style="list-style-type: none"><li>• Interim deliverables for discussion at client meetings</li></ul>
TASK 4.0 – PREPARATION OF REPORT	<ul style="list-style-type: none"><li>• Draft Report and Exhibits</li><li>• Final Report</li><li>• Board Presentation</li></ul>

**SCHEDULE**

It is anticipated that the scope of services described herein will be completed within 210 calendar days from the Notice to Proceed.

**COMPENSATION**

The Authority will compensate the Consultant the amount of \$331,048 for the services performed under Work Order No. 2 as shown in Table 2 below. Compensation will be invoiced monthly based on the percentage of the work completed and approved by the Authority. The scope of services and amount of compensation may be amended in writing as provided in Section 11 of the Agreement by mutual agreement.

Owner's allowance is included to fund additional services that may be identified during the work, and as authorized in writing and approved by the Authority's Executive Director.

**TABLE 2 – WORK PLAN BY TASK**

Task #	Task	Method of Compensation	Direct Labor Rates						Total Hours	Fee Totals
			Project Principal	Principal Engineer	Project Engineer	Engineer Intern I	GIS Analyst	Admin		
			\$ 313.00	\$ 292.00	\$ 190.00	\$ 154.00	\$ 186.00	\$ 100.00		
1.0	Project Management, Communication, and Coordination	Lump Sum	6	70	171	122	0	32	401	
<b>Task Subtotal</b>									<b>\$76,796</b>	
2.0	Demands and Hydraulic Modeling	Lump Sum	4	40	100	120	34	0	298	
<b>Task Subtotal</b>									<b>\$56,736</b>	
3.0	Analysis of Alternative Alignments	Lump Sum	2	56	180	180	80	10	508	
<b>Task Subtotal</b>									<b>\$94,778</b>	
4.0	Preparation of Report	Lump Sum	6	40	152	190	40	36	464	
<b>Task Subtotal</b>									<b>\$82,738</b>	
<b>Labor Fee</b>									<b>\$311,048</b>	
<b>Owner's Allowance</b>									<b>\$20,000</b>	
<b>Total Fee</b>									<b>\$331,048</b>	

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**CONSENT AGENDA**  
**ITEM 6**

**CY 2026 Peace River Hydrobiological Monitoring Program (HBMP)**

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**Recommended Action -**

**Motion** to approve and authorize Executive Director to execute Work Order No. 6 ‘Peace River Hydrobiological Monitoring Program (HBMP) Scope of Services - 2026 HBMP’ with Environmental Science Associates for an amount not to exceed \$402,286.

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

Environmental Science Associates (ESA) holds a Board approved contract to conduct the Authority’s Hydrobiological Monitoring Program on the Peace River. A Work Order, approved by the Authority Board, is issued each calendar year for the program. For Calendar Year 2026, Work Order No. 6 ‘Peace River Hydrobiological Monitoring Program (HBMP) 2026 HBMP’ with ESA is proposed for Board consideration. This Work Order includes field sampling and laboratory services; monthly operation of eight existing HBMP continuous salinity recorders; data management and quality control; upload of HBMP data to FDEP’s Watershed Information Network (WIN) environmental database, aerial riparian vegetation analysis and compilation of the 2026 HBMP Annual Data Report (regarding data collected in CY2025) at a total cost not to exceed \$402,826 which includes a \$25,000 owners allowance for use in the event that out-of-scope work is required. This proposed fee is a 1.3% increase (\$5,000) from the Work Order for the program in FY 2025 (\$397,826). The change is solely due to an increase in owner’s allowance for services authorized by the Authority which will be billed on a time and materials basis. Funds are included in the Authority’s budget for these services.

**Budget Action:** No action needed.

**Attachments:**

Work Order No. 6 ‘Peace River Hydrobiological Monitoring Program (HBMP) Scope of Services – 2026 HBMP’

**WORK ORDER No. 6**  
**Peace River Hydrobiological Monitoring Program**  
**(HBMP) Scope of Services – 2026 HBMP**

October 7, 2025

**INTRODUCTION**

The Authority administers and conducts a hydrobiological monitoring program for the Lower Peace River, including various tributaries of the Peace River and upper Charlotte Harbor, to assess environmental conditions, monitor the health of the Peace River and upper Charlotte Harbor system and the many factors that affect the system. This Hydrobiological Monitoring Program (HBMP) is a continuation of an existing comprehensive environmental study program that meets the requirements of the approved HBMP, and the permitted conditions found in the Peace River Regional Water Supply Facility SWFWMD water use permit No. 20010420.014. As defined by the permit conditions, the primary focus and overall objective of the HBMP is to assess the following key issues:

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

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

The Authority has entered into a contract with Environmental Science Associates (ESA) to provide environmental services related to the Peace River Hydrobiological Monitoring Program. This Work Order No. 6 is for services associated with the 2025 HBMP annual report and 2026 data collection; other phases of the HBMP will be defined in separate future Work Orders.

### **Definitions and Acronyms**

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

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

### **SCOPE OF SERVICES**

The environmental services to be provided by the Consultant for Work Order No. 6 – 2026 HBMP include specific tasks and duties to be conducted annually related to the development and completion of each element of the HBMP. Services to be provided by Consultant to the Authority generally consists of, but are not limited to: collection of monthly Lower Peace River and upper Charlotte Harbor HBMP water quality samples at the fixed and moving stations; laboratory analysis of HBMP monthly water samples; Quality Assurance (QA) and Quality Control (QC) of HBMP monthly water quality data; as needed water quality data management and statistical analysis of HBMP data; development of the 2025 HBMP Annual Data Report; annual upload of HBMP data to the Florida Department of Environmental Protection’s WIN; annual development of the HBMP aerial/satellite photos of the Peace River riparian vegetation and analysis of vegetation data; collect monthly HBMP continuous recorders data in the river; service and maintain the continuous recorders as needed; replace continuous recorders as needed; obtain and review river flow and water quality data from other consultants or agencies as needed to complete the statistical analysis and reports required; and any other environmental services required for the implementation of the Authority’s HBMP. A map of the HBMP Area is shown in Figure 1.

This scope of work includes the following tasks:

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

- **Task 6 - HBMP 2025 Annual Data Report**
- **Task 7 - Owners Allowance**

### **TASK 1 - HBMP PROJECT MANAGEMENT**

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

### **TASK 2 – FIELD SAMPLING AND LABORATORY SERVICES**

The Consultant will conduct two (2) water quality sampling events per month from January 2026 through December 2026. All sampling will be conducted in accordance with the HBMP QA Plan 2019 Update. This schedule of sample events results in 12 months of sampling and 24 total sampling events.

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

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

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



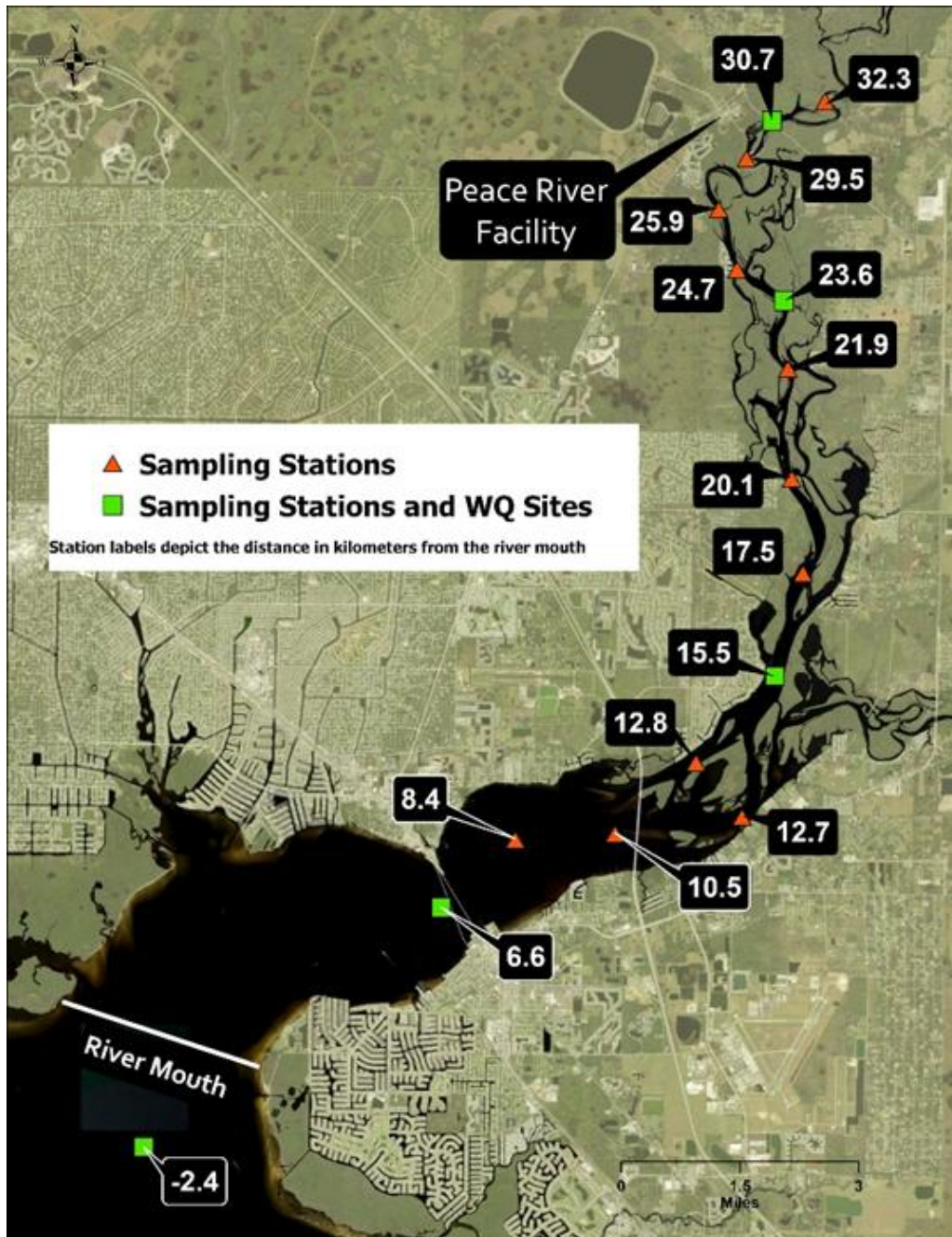


Figure 1. HBMP fixed sampling locations.

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

**Table 1**

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

All samples collected during the monthly fixed-station and isohaline-based events will be analyzed for the water quality parameters presented in Table 2. Note that total phosphorus was re-instated as a parameter for the HBMP, at all stations for both isohaline-based and fixed-station sampling, in July 2021.

**Table 2**

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

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

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

Field blanks and duplicate water chemistry samples will be taken for QA/QC purposes. Water quality samples will be delivered to the laboratory within 12 hours of sampling. Table 3 provides the total monthly sample numbers for the two water quality sampling events.

**Table 3**

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

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

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

All samples will be analyzed by a laboratory that is appropriately qualified and with a history of supporting the Authority HBMP (Benchmark). Table 4 presents the parameters to be measured and the associated analytical method and method detection limit.

**Table 4**

<b>Water quality parameters and associated analytical method and method detection limit.</b>		
<b>Analyte</b>	<b>Method</b>	<b>Detection Limit</b>
Color (Apparent)	SM2120B	2.5 PCU
Chloride	EPA 300.0	0.353 mg/L
Total Suspended Solids	SM2540D	0.570 mg/L
Total Volatile Suspended Solids	SM2540E	1.4 mg/L
Nitrate-Nitrite	SYSTEA EASY	0.006 mg/L
Total Nitrogen	SYSTEA+ EPA351.2 Calculated Value	0.05 mg/L
Ammonia, Total	EPA 350.1	0.008 mg/L
Total Kjeldahl Nitrogen	EPA 351.2	0.05 mg/L
Ortho-Phosphorus	EPA 365.3	0.003 mg/L
Silica	SM4500-SIO2C	0.065 mg/L
Iron	EPA 200.7	0.029 mg/L
Chlorophyll a, b, c	SM10200H	3.46 µg/L
Potassium	EPA 200.7	0.169 mg/L
Total phosphorus	EPA 365.3	0.008 mg/L
Sulfate	EPA 300.0	0.339 mg/L
Fluoride	EPA 300.0	0.030 mg/L
Alkalinity	SM2320B	0.594 mg/L
Total Dissolved Solids	SM2540C	7.26 mg/L
Sodium	EPA 200.7	0.034 mg/L

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

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

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

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

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

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

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

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

The Consultant will maintain and operate the Authority's existing temperature and specific conductance recorders at eight separate locations (stations) along the lower Peace River HBMP monitoring transect. The continuous recorders are located along the main river channel from approximately a kilometer downstream of the I-75 Bridge to near the former Fort Ogden railroad trestle upstream at of the Authority Facility (Figure 2 and Table 5).

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

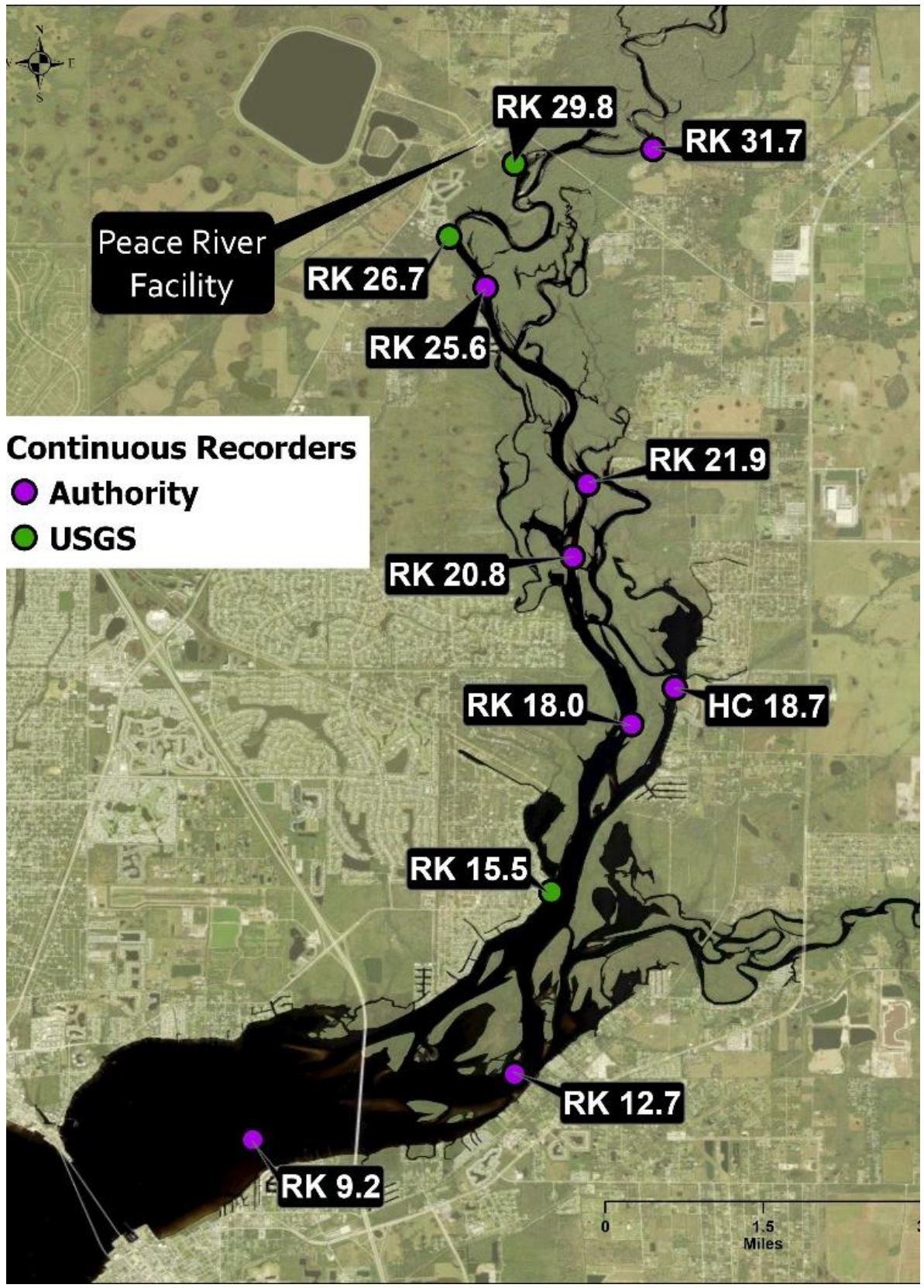


Figure 2. 2025 locations of eight Authority and three USGS HBMP recorders.

**Table 5**

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

\*Station RK31 was relocated off the southeastern bank of the river approximately 30 feet upstream of the remaining railroad trestle pilings on June 16, 2022. Station RK 18.5 was relocated on October 12, 2022 to Charlotte county Green #7 navigation maker at RK 18 following Hurricane Ian. Then in November 2024, the site was relocated back to the reinstalled marker at RK 18.5. Station RK 24.5 was relocated on October 12, 2022 to a speed zone sign upstream of Peace River Heights at RK 25.6 following Hurricane Ian. Station RK21 was relocated in September 2025 to a nearby location in deeper water due to shoaling and damaged piling at previous location.

The continuous recorders used in this work assignment are owned by the Authority and are shown in Table 6. The Consultant will both operate and maintain the recording equipment. The Authority will be responsible for costs related to equipment repair resulting from normal operation and any extensive servicing by the equipment manufacturer, beyond typical maintenance repairs that can be made by the Consultant’s staff. The Consultant will maintain a log of all Authority-owned equipment detailing equipment serial numbers (or other identifying information), operational status (e.g., operational, in need of repair, or non-functioning), and current location (station at which the equipment is deployed, in storage at the Consultant’s facility, or at manufacturer for repair). The equipment log will be available to the Authority upon request and transmitted to the Authority annually.

**Table 6**

<b>Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.</b>					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
06C1905AA	600 XLM sonde	16H100623	temp/cond	2006	2016
06C1905AC	600 XLM sonde	12C100521	temp/cond	2006	2012
06C1909AB	600 XLM sonde	07J100134	temp/cond	2006	2007
06C1909AD	600 XLM sonde	19J100827	temp/cond	2006	2019
06C1909AC	600 XLM sonde	14M100013	temp/cond	2006	2014

<b>Authority-Owned Equipment Currently Assigned to this Project and Deployed in the Field or in Consultant Storage Facilities.</b>					
Sonde Serial Number	YSI Equipment Type	Sensor Serial Number	Sensor	Sonde Manufacture Year	Sensor Manufacture Year
08A100760	600 XLM sonde	07M100304-PT	temp/cond	2008	2007
08A100761	600 XLM sonde	07M100304-PS	temp/cond	2008	2007
11F100016	600 XLM sonde	11E101990	temp/cond	2011	2011
11F100017	600 XLM sonde	15B100759	temp/cond	2011	2015
11F100020	600 XLM sonde	Needs New	temp/cond	2011	N/A
1008740	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008773	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008737	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009313	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009308	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009380	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008735	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009381	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009376	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009378	Aqua Troll 200	N/A	temp/cond	2023	N/A
1008741	Aqua Troll 200	N/A	temp/cond	2023	N/A
1009310	Aqua Troll 200	N/A	temp/cond	2023	N/A

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

- One continuously recording sonde will be deployed at each of the eight monitoring locations
- The sondes will be programmed to record data at 15-minute intervals. (1-hour intervals if projected battery life will not allow a normal 5-week deployment)
- The sondes will be calibrated and programmed to record:
  1. Temperature
  2. Specific Conductance
  3. Salinity (sonde software calculates this from temperature and specific conductance)
- Data will be downloaded monthly by the Consultant unless equipment failure or weather prevents.



- Two complete sets (8) of Authority-owned continuous recorders will be maintained by the Consultant when equipment condition allows.
- When sufficient operational sondes (two complete sets) are available, the Consultant will:
  1. Calibrate a full set (8) of sondes prior to each field download/deployment event
  2. Remove the currently-deployed sondes from the field for post-deployment calibration verification, maintenance, download and storage at a Consultant office
  3. Deploy one of the replacement set of sondes at each of the HBMP stations
- When sufficient replacement sondes are not available (i.e., all sondes are not operating) the Consultant will:
  1. Notify Authority of sonde conditions.
  2. Conduct post-deployment calibration and maintenance in the field
  3. Download data in the field
  4. Redeploy the sonde at that station on that same day
- The Consultant will clean and maintain the stilling wells as needed to ensure data quality

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

The Consultant will maintain the raw data collected under this work assignment as the individual text files output from the continuous recorders. Sonde deployment data and water column profile information will be maintained in an excel spreadsheet. The Consultant will perform QA/QC review (as described in Task 4) monthly on the data before appending to the master SAS database. Data will be provided to the Authority as requested. The data to be maintained will include the following meta data:

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

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

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

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

## **TASK 4 – DATA MANAGEMENT AND QUALITY CONTROL**

### **Task 4.1 Monthly QA/QC Reviews**

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

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

Master datasets are stored on Consultant network which is backed up daily. If trends in data anomalies are observed (indicating possible changes in lab methods, equipment malfunctions, changing patterns), the Authority project manager will be notified of possible issues, and the data collector/analyzer will be alerted to monitor future collections/analyses.

### **Task 4.2 Upload of HBMP data to WIN**

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

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

Station files will be prepared and loaded to WIN. Fixed stations are permanent locations and

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

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

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

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

## **TASK 5 - AERIAL RIPARIAN VEGETATION ANALYSIS**

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

### **Task 5.1 Aerial Imagery Acquisition**

The Consultant will coordinate with a third-party vendor to obtain annual routine aerial imagery. Imagery will be 1.5m pan-sharpened multi-spectral imagery previously taken from SPOT during the "winter" months between February 2026 and March 2026. The imagery will have minimal cloud cover (ideally 0%) and will be orthorectified. The defined area of interest is identified in Figure 3 below. The goal of the annual routine aerial interpretation is to provide a spatial overview that identifies any changes that support the greater 5-year comprehensive report.

### **Task 5.2 Imagery QC**

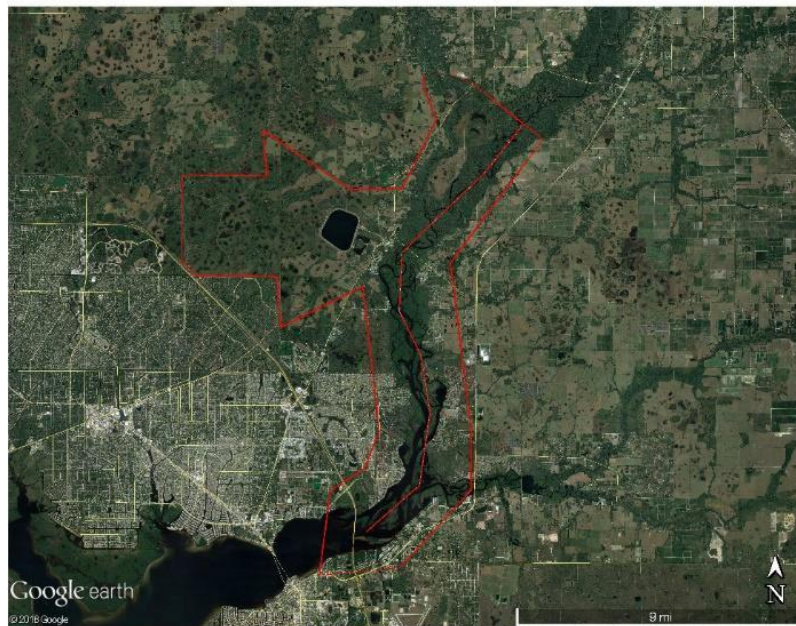
The Consultant will perform a review of the acquired annual routine aerial imagery to identify any apparent image quality issues as well as areas of interest that need to be further investigated.

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

### **Task 5.3 As-needed Ground Truthing**

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

Task 5 annual routine aerial photos will be completed to allow sufficient time for the Authority to review the deliverables and Authority submittal to the SWFWMD on October 1, 2026.



**Figure 3. Proposed area of interest.**

### **TASK 6 - HBMP 2025 ANNUAL DATA REPORT**

The Peace River Facility's water use permit requires that the Authority submit to the District an HBMP Annual Data Report summarizing project data in tabular, graphical, and statistical formats. This includes all the data collected in conjunction with the Peace River HBMP during 2025, as well as a comparison with previously collected historical data collected under the Authority's ongoing HBMP.

The following presents a draft outline for the upcoming HBMP 2025 Annual Data Report. The consultant will transmit a draft of the Annual Data Report to the Authority for staff comments and edits. After incorporating edits, the Consultant will submit to the Authority an electronic

folder containing the finalized report and associated datasets. Delivery of the final report to the Authority is scheduled to occur no later than September 1, 2026. Upon Authority approval of the Annual Report, ESA will upload the finalized report to the SWFWMD by the WUP-required due date or provide the necessary electronic files for the Authority to submit. Consultant will also upload the final annual data report (minus raw data sets) to the local Water Atlas operated by USF once the report has been accepted by the SWFWMD.

## **Annual Report Outline**

Table of Contents

Acknowledgements

Executive Summary

1.0 Introduction/Summary

1.1 Report Objectives

1.2 Overview of the Peace River Facility and Water Use Permit

1.3 Ongoing HBMP Study Components

1.4 Summary of 2025 Results

1.5 Conclusions

1.6 Problems Encountered During 2025

1.7 Permanent Data

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

2.1 Rainfall

2.2 Gaged Flows

2.3 2025 Stage Measurements and Comparison to Historical Data

2.4 Peace River Facility Withdrawals

2.5 Summary

3.0 Salinity/Specific Conductivity

3.1 2025 Data

3.2 Comparison to Historical Record

3.3 Relationship to Flow

3.4 Summary

4.0 Water Temperature

4.1 2025 Data

4.2 Comparison to Historical Record

5.0 Dissolved Oxygen

5.1 2025 Data

5.2 Comparison to Historical Record

5.3 Comparison of 2025 Data to Regulatory Criteria

5.4 Summary

6.0 Chlorophyll

6.1 2025 Data

6.2 Comparison to Historical Record

6.3 Relationship to Flow

6.4 Comparison of 2025 Data to Regulatory Criteria

6.5 Summary

- 7.0 Nutrients (Nitrogen, Phosphorus, Silica)
  - 7.1 2025 Data
  - 7.2 Comparison to Historical Record
  - 7.3 Relationship to Flow
  - 7.4 Comparison of 2025 Data to Regulatory Criteria
  - 7.5 Summary
- 8.0 Water Clarity
  - 8.1 2025 Data
  - 8.2 Comparison to Historical Record
  - 8.3 Relationship to Flow
  - 8.4 Summary
- 9.0 Other Data
  - 9.1 Other Parameters Sampled at all Stations
  - 9.2 Parameters Sampled Only at Kilometer 30.7
- 10.0 Changes in Upstream Water Quality
  - 10.1 Increasing Conductance in Lower Peace River
  - 10.2 Changes in Nutrient Concentration in the Lower Peace River
  - 10.3 Summary
- 11.0 References Cited and Relevant Literature

**SCHEDULE**

The Scope of Services will be delivered in the 12 months of 2026. The estimated time required for the completion of each task and the approximate date for distribution of deliverables are as described above in the scope of services.

**FEE**

Consultant will provide the above-described scope of services as requested by the Authority and will invoice monthly based on a percent complete basis for the estimated not to exceed lump sum cost of \$402,826. The compensation for Tasks 1 through 6 will be a lump sum basis and is broken down by Task in the table below. The owner’s contingency allowance is only accessible following prior written approval from the Authority. Consultant’s fee schedule is included as ATTACHMENT A.

	Basis	TOTAL
Task 1 Project Management	LS	\$24,600
Task 2.1 Field Sampling	LS	\$69,060
Task 2.2 Laboratory Services	LS	\$66,192
Task 3 Continuous Recorders	LS	\$72,876
Task 4 Data Management & QC	LS	\$84,768
Task 5 Aerial Riparian Vegetation Imagery	LS	\$6,880
Task 6 2025 Annual Report	LS	\$53,450
Task 7 Owner's Allowance	T&M	\$25,000
		<b>\$402,826</b>

**ATTACHMENT A**

**Consultant's Fee Schedule Form (Labor)**

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



### Consultant's Fee Schedule (Equipment)

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

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

### Consultant's Fee Schedule (Equipment)

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

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

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025**

**CONSENT AGENDA  
ITEM 7**

**Declaration of Surplus**

---

**Recommended Action -**

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

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

**Budget Action:** No action needed.

**Attachments:**

Surplus Sale List



**Surplus List: December 3, 2025**

<b>Equipment Type</b>	<b>Description</b>	<b>Condition</b>	<b>Asset Tag</b>
Shed	Ted Shed	Dilapidated	220
Analytic Equipment	HACH APA 6000 Ammonia / Monochloramine analyzer	Inoperable	2-0361
Analytic Equipment	HACH APA 6000 Ammonia / Monochloramine analyzer	Inoperable	?-0?21
Analytic Equipment	HACH APA 6000 Ammonia / Monochloramine analyzer	Inoperable	No Tag
Ice Machine	Ice Machine	Inoperable	2-0440
Computers & Related Equipment	Dell 70" monitor	Inoperable	625 (2-0524)
Computers & Related Equipment	Dell 70" monitor	Broken	771
Computers & Related Equipment	Dell 3431	Functional	652
Computers & Related Equipment	Dell 3050	Functional	617
Computers & Related Equipment	Dell 3050	Functional	615
Computers & Related Equipment	Dell Precision	Functional	645
Computers & Related Equipment	Dell Precision	Functional	646
Computers & Related Equipment	Dell Precision	Functional	595
Computers & Related Equipment	Dell PowerEdge R530	Functional	565
Computers & Related Equipment	Dell PowerEdge R720XD	Functional	567

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 1**

**Water Supply Conditions Report and Year-End Summary for FY 2025**

---

**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 November 16, 2025.

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

November Water Demand	32.44 MGD
November River Withdrawals	3.27 MGD
<u>Storage Volume:</u>	
Reservoirs	5.82 BG
ASR	<u>8.84 BG</u>
Total	14.66 BG

**Attachments:**  
Presentation Materials



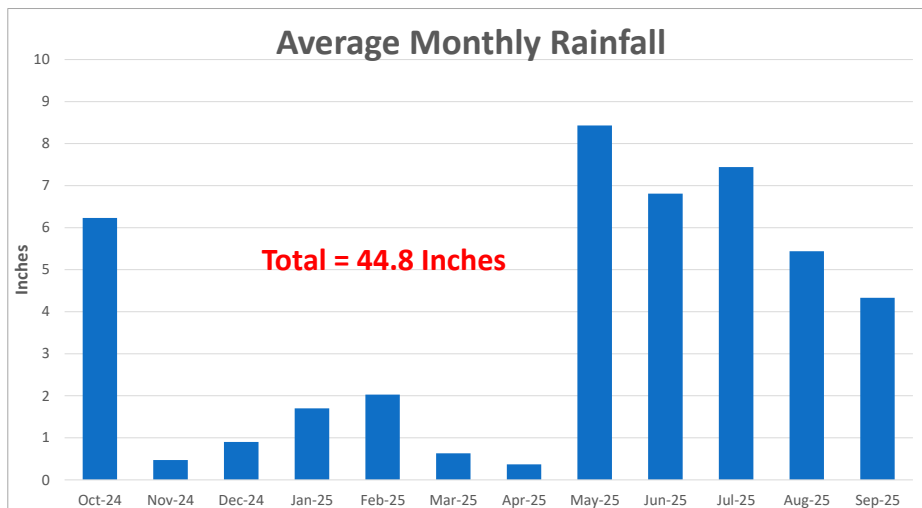
# Water Supply Conditions and Year-End Summary for FY 2025

Regular Item 1  
December 03, 2025



1

## 2025 Annual Rainfall



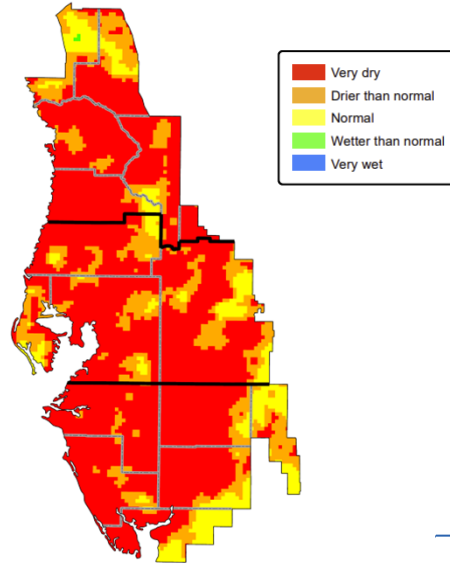
2

# SWFWMD Annual Rainfall

- SWFWMD announced Phase I water shortage restrictions in effect Dec. 1, 2025, through July 1, 2026

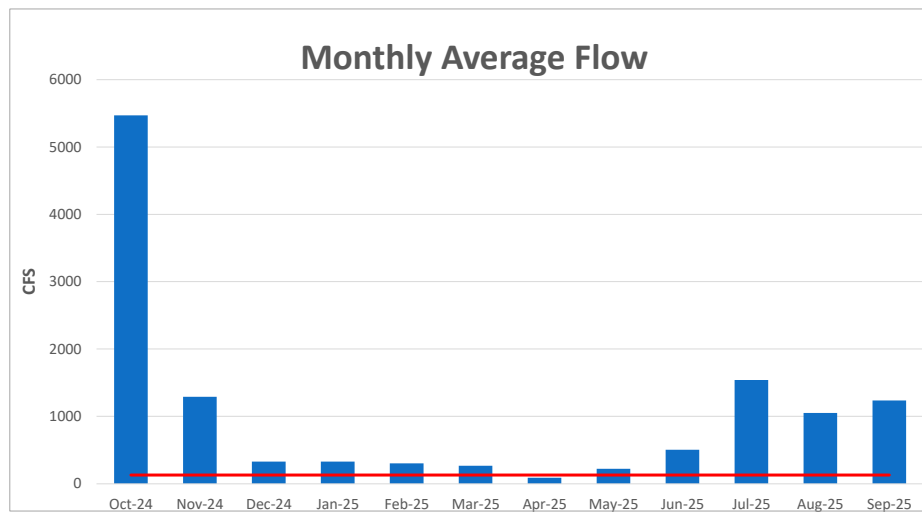
## Rainfall Distribution

November 2024 through October 2025



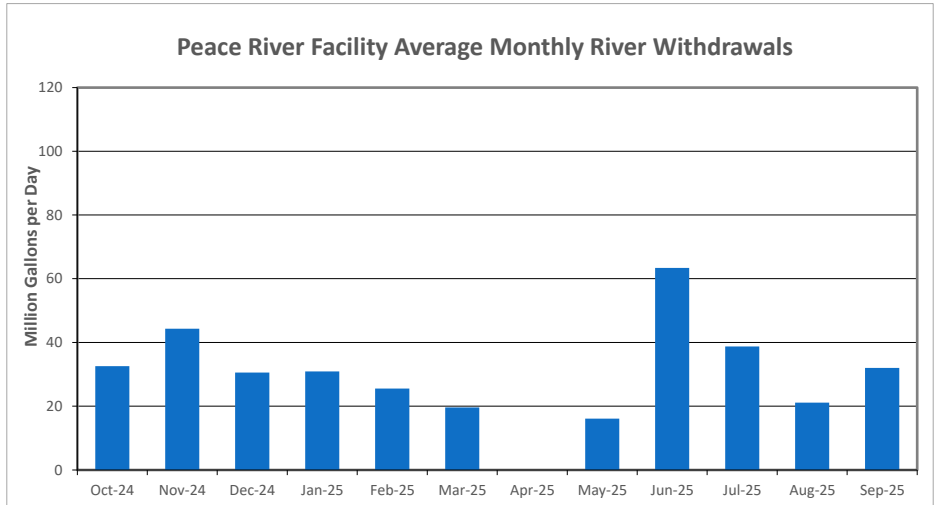
3

# 2025 River Flows



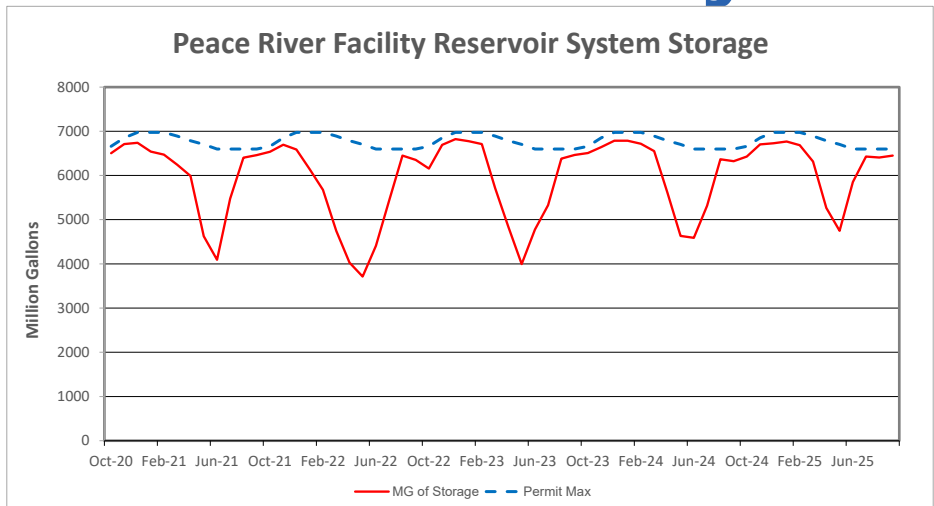
4

# 2025 River Withdrawals



5

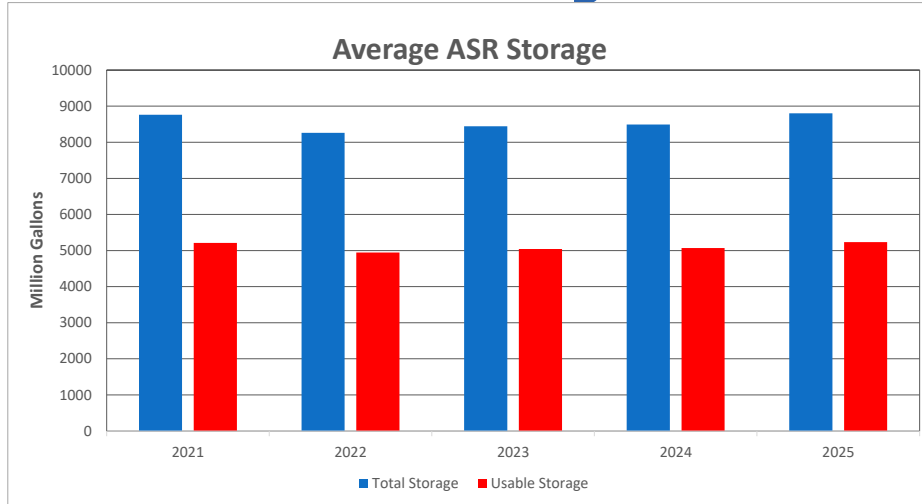
# Surface Water Storage



6

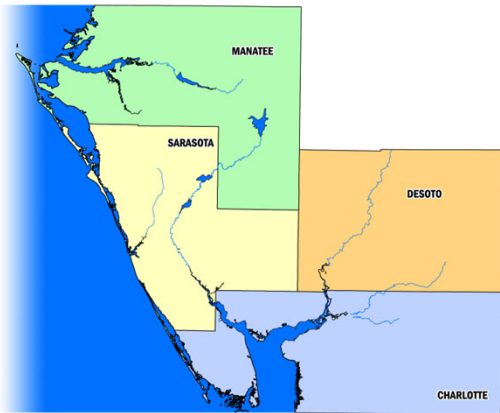


# ASR Storage



7

# Regional Water Production FY2025



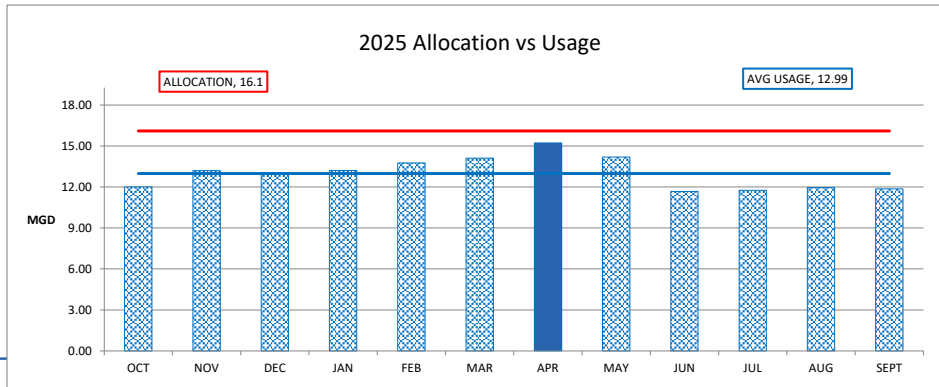
Source	Capacity [MGD]	FY 2025 [MGD]
Authority System	34.70	<b>29.30</b>
County & City Facilities	72.59	<b>60.54</b>
<b>Total Capacity &amp; Production</b>	<b>107.3</b>	<b>89.86</b>
Export to Non-Authority Customers	NA	(3.50)
<b>Authority Customer Total Water Use</b>	<b>107.3</b>	<b>86.36</b>



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# Charlotte County

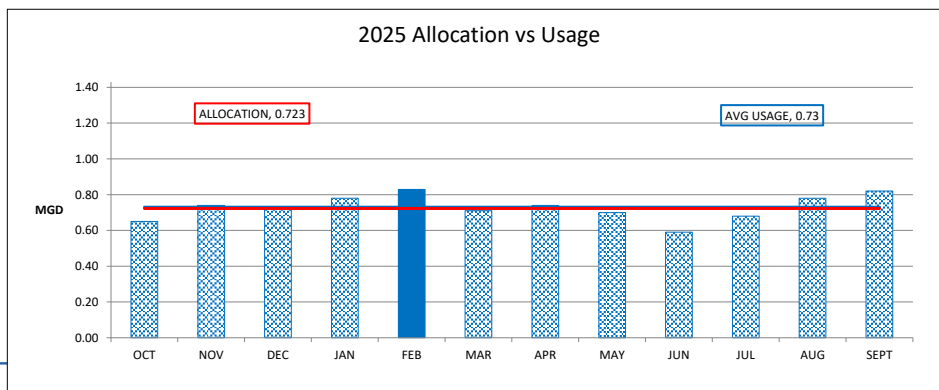
Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Peace River Facilities	16.10	12.99	81%
Charlotte Self Supply	3.17	0.80	25%
<b>TOTAL</b>	<b>19.27</b>	<b>13.79</b>	<b>72%</b>



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# Desoto County

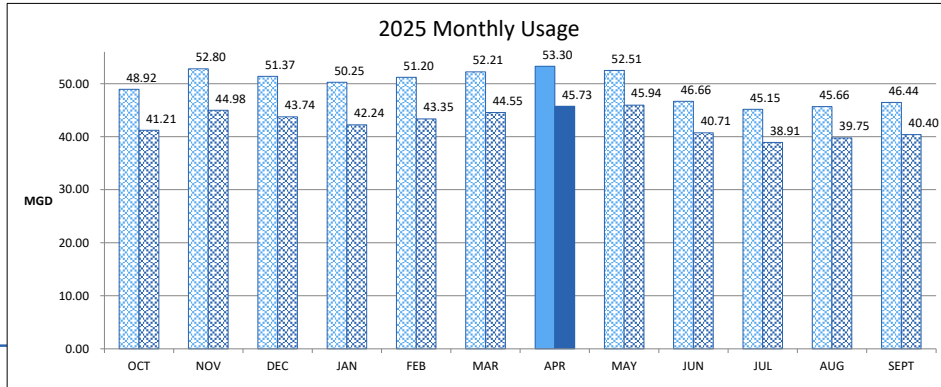
Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Peace River Facilities	0.723	0.73	100%
Desoto Self Supply	0.75	0.37	49%
<b>TOTAL</b>	<b>1.473</b>	<b>1.10</b>	<b>75%</b>



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# Manatee County

Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Manatee Self Supply	52.846	42.63	81%
Export to Sarasota Co.	NA	3.58	
Export to Others	NA	3.50	
<b>TOTAL</b>	<b>52.846</b>	<b>49.71</b>	<b>94%</b>

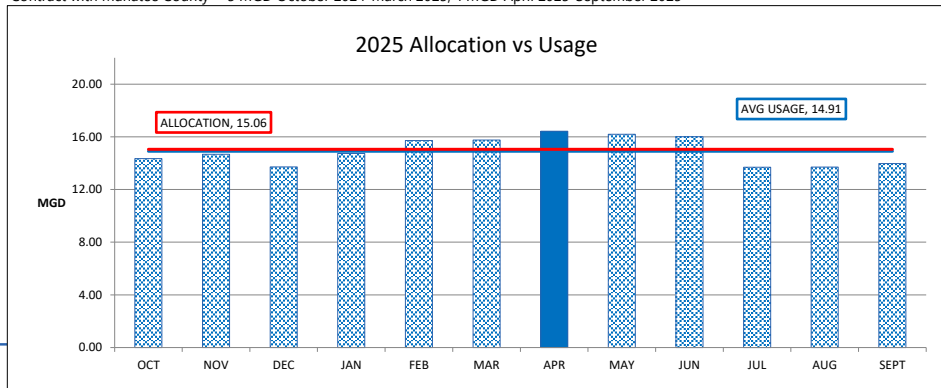


11

# Sarasota County

Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Peace River Facilities	15.06	14.91	99%
Import from Others	4.5*	3.59	84%
County Self Supply	10.52	6.31	60%
<b>TOTAL</b>	<b>30.08*</b>	<b>24.81</b>	<b>83%</b>

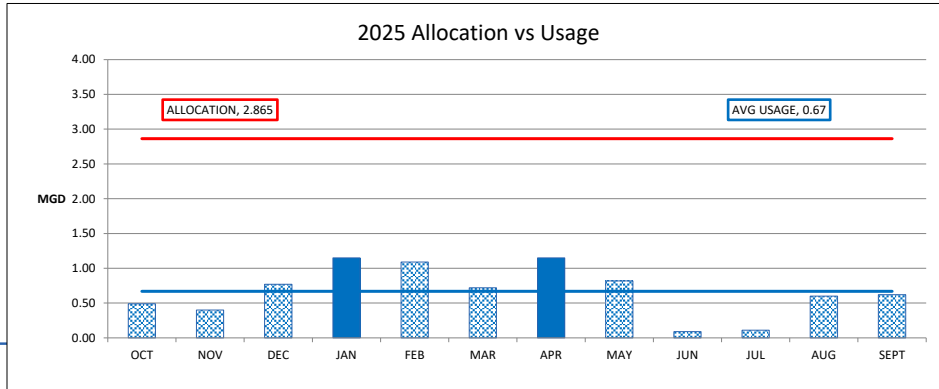
\*Contract with Manatee County = 5 MGD October 2024-March 2025; 4 MGD April 2025-September 2025



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## North Port

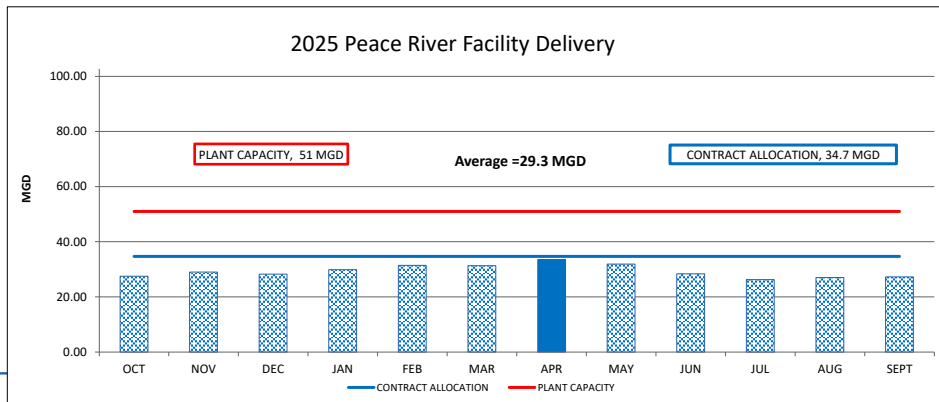
Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Peace River Facilities	2.865	0.67	23%
North Port Self Supply	5.30	3.36	63%
Water Exchanged	N/A	-0.01	
<b>TOTAL</b>	<b>8.165</b>	<b>4.02</b>	<b>49%</b>



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## Regional Demand

Source	Capacity [MGD]	FY 2025 [MGD]	% UTILIZED
Authority Customers	107.3	86.35	80.5%
<b>Customers + Consecutive Systems</b>	<b>107.3</b>	<b>89.86</b>	<b>83.7%</b>



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# Questions?



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 2**

**SWSEP Program & Rates Overview**

---

**Presenter -** Ann Lee, CGFO, Finance and Budget Senior Manager

**Recommended Action -** **Update.** This item is presented for the Board's information; no action is required.

Staff will provide an update of the current Authority debt as well as the current and prospective debt and rate impacts related to the SWSEP.

**Budget Action –** No action is needed.

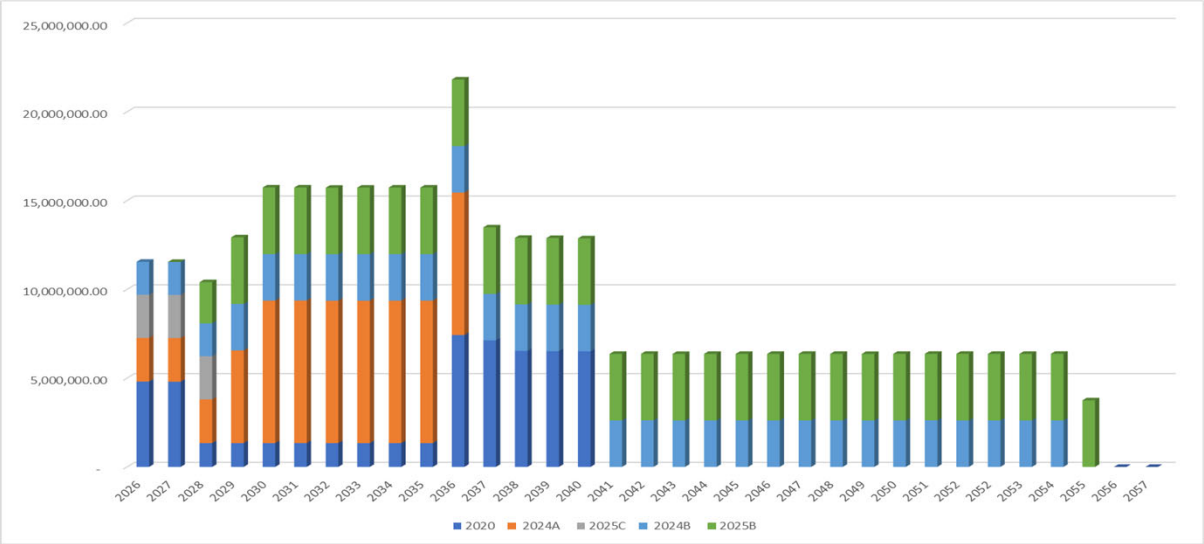
# SWSEP Program & Rates Overview

Regular Item 2  
December 3, 2025



1

## Current Authority Debt



2

## SWSEP Financing

- Initial Funding from the \$100 million Line of Credit
- Partial Final Funding in August 2025 (2025A Bonds)
- Initial 2026 Bonds (Financing Package 2), estimated at \$350 million

Fiscal Year	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	
2025	\$	1.42
2026	\$	1.42
2027	\$	1.93
2028	\$	2.39
2029	\$	2.18
2030	\$	2.27
2031	\$	2.40
2032	\$	2.45
2033	\$	2.52
2034	\$	2.64
2035 & Beyond	\$	2.31



3

## SWSEP Financing

- Current additional bonds, estimated at \$380 million
- Staggered Issuances in 2026 and 2027 of \$190 million each
- Potential use of \$100 million line of credit

Fiscal Year	April		November		Difference in the Homogenized Rate from April to November
	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	1.42	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	1.42	
2025	\$	1.42	\$	1.42	\$ -
2026	\$	1.42	\$	1.42	\$ -
2027	\$	1.93	\$	1.91	\$ (0.02)
2028	\$	2.39	\$	2.54	\$ 0.14
2029	\$	2.18	\$	2.43	\$ 0.25
2030	\$	2.27	\$	2.56	\$ 0.29
2031	\$	2.40	\$	2.55	\$ 0.15
2032	\$	2.45	\$	2.52	\$ 0.06
2033	\$	2.52	\$	2.93	\$ 0.41
2034	\$	2.64	\$	2.93	\$ 0.28
2035 & Beyond	\$	2.31	\$	2.59	\$ 0.28



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## SWSEP Financing: Sarasota County

Fiscal Year	April	November	Difference in the Homogenized Rate from April to November
	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	
2025	\$ 0.84	\$ 0.84	\$ -
2026	\$ 0.84	\$ 0.83	\$ (0.01)
2027	\$ 1.35	\$ 1.32	\$ (0.03)
2028	\$ 1.88	\$ 2.07	\$ 0.18
2029	\$ 2.64	\$ 2.97	\$ 0.33
2030	\$ 2.90	\$ 3.27	\$ 0.38
2031	\$ 3.08	\$ 3.27	\$ 0.19
2032	\$ 3.19	\$ 3.27	\$ 0.08
2033	\$ 3.28	\$ 3.81	\$ 0.53
2034	\$ 3.44	\$ 3.81	\$ 0.37
2035 & Beyond	\$ 3.44	\$ 3.81	\$ 0.37



5

## SWSEP Financing: Charlotte County

Fiscal Year	April	November	Difference in the Homogenized Rate from April to November
	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)	
2025	\$ 0.31	\$ 0.31	\$ -
2026	\$ 0.31	\$ 0.31	\$ (0.00)
2027	\$ 0.49	\$ 0.81	\$ 0.32
2028	\$ 0.64	\$ 1.24	\$ 0.60
2029	\$ 0.93	\$ 1.58	\$ 0.65
2030	\$ 1.02	\$ 1.69	\$ 0.67
2031	\$ 1.08	\$ 1.69	\$ 0.60
2032	\$ 1.12	\$ 1.69	\$ 0.57
2033	\$ 1.15	\$ 1.88	\$ 0.72
2034	\$ 1.21	\$ 1.88	\$ 0.67
2035 & Beyond	\$ 1.21	\$ 1.88	\$ 0.67



6

## SWSEP Financing: DeSoto County

Fiscal Year	April		November		Difference in the Homogenized Rate from April to November
	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)		Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)		
2025	\$	0.38	\$	0.38	\$ -
2026	\$	0.38	\$	0.37	\$ (0.01)
2027	\$	1.07	\$	1.02	\$ (0.04)
2028	\$	1.74	\$	1.98	\$ 0.24
2029	\$	2.50	\$	2.94	\$ 0.44
2030	\$	2.84	\$	3.34	\$ 0.51
2031	\$	3.09	\$	3.34	\$ 0.26
2032	\$	3.23	\$	3.34	\$ 0.11
2033	\$	3.35	\$	4.06	\$ 0.71
2034	\$	3.57	\$	4.06	\$ 0.50
2035 & Beyond	\$	3.57	\$	4.06	\$ 0.50



7

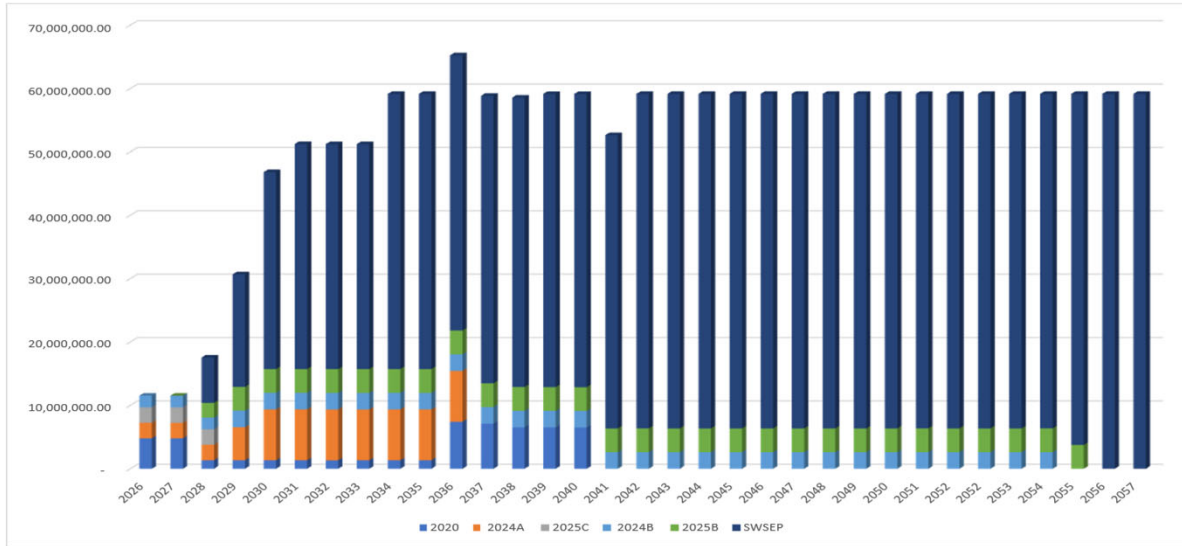
## SWSEP Financing: North Port

Fiscal Year	April		November		Difference in the Homogenized Rate from April to November
	Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)		Homogenized DS Rate from PRMRWSA \$/Kgal (Full Current plus Future PR3 Allocation)		
2025	\$	0.53	\$	0.53	\$ -
2026	\$	0.53	\$	0.53	\$ -
2027	\$	1.00	\$	0.98	\$ (0.02)
2028	\$	1.43	\$	1.60	\$ 0.17
2029	\$	2.30	\$	2.60	\$ 0.30
2030	\$	2.53	\$	2.88	\$ 0.35
2031	\$	2.70	\$	2.88	\$ 0.18
2032	\$	2.80	\$	2.88	\$ 0.08
2033	\$	2.88	\$	3.37	\$ 0.49
2034	\$	3.03	\$	3.37	\$ 0.34
2035 & Beyond	\$	3.03	\$	3.37	\$ 0.34



8

## Future Authority Debt



9

## Financing Schedule and Next Steps

- **Early 2026**
  - Refine projected funding based upon contractor draw schedules
- **Spring 2026**
  - Bond Documentation, Ratings, Diligence Process
- **Early Summer**
  - Board Action: Approval of Bond Documents
- **Late Summer**
  - Close on 2026 Bonds

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# Questions



**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 3**

**Peace River Facility Expansion Project Contract Amendment #4**

---

**Presenter -** Mike Knowles, Director of Engineering

**Recommended Action -** **Motion** to approve and authorize Executive Director to execute Amendment No.4 to the Progressive Design-Build Agreement for the Peace River Facility Expansion with Wharton-Smith, Inc. for the Peace River Facility Expansion Guaranteed Maximum Price in the amount not to exceed \$167,349,601.00.

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 No. 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 No. 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 No. 3 Early Work Proposal (Board approved August 6, 2025) included initial engineering construction services to include 10% of total construction services.

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 No. 1 to the point that permitting then construction could begin as soon as possible. Amendment No. 2 allowed for the design to advance toward final design, which decreased the contingency requested in the Guaranteed Maximum Price Amendment. Contract Amendment No. 3 Early Works Package allowed construction to begin. Contract Amendment No. 4 is the Final GMP & contains all remaining work to complete the project. Staff recommends approving Contract Amendment No. 4.

**Budget Action** – No action is needed.

**Attachments:**

- Tab A Presentation Material
- Tab B Wharton-Smith, Inc., GMP Proposal
- Tab C Amendment #4 Signatory Page

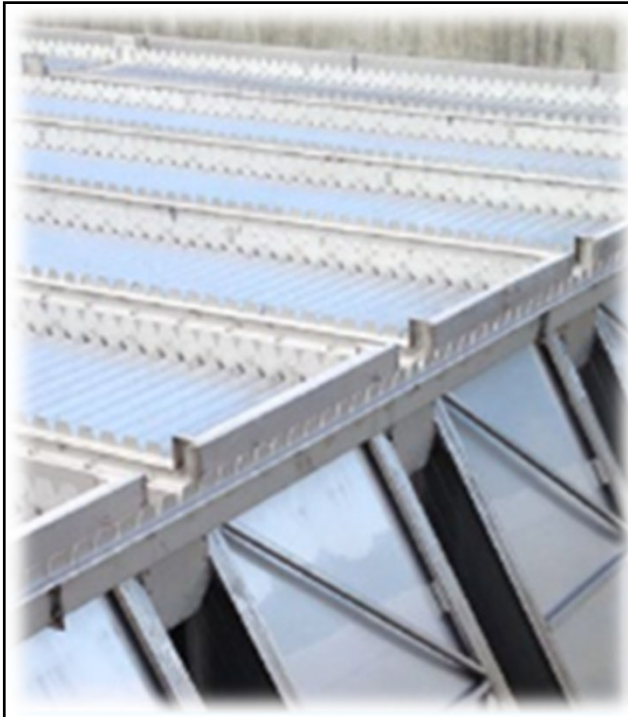
**TAB A**  
Presentation Materials

# Peace River Facility Expansion Project Contract Amendment #4

Regular Item 3  
December 3, 2025




1



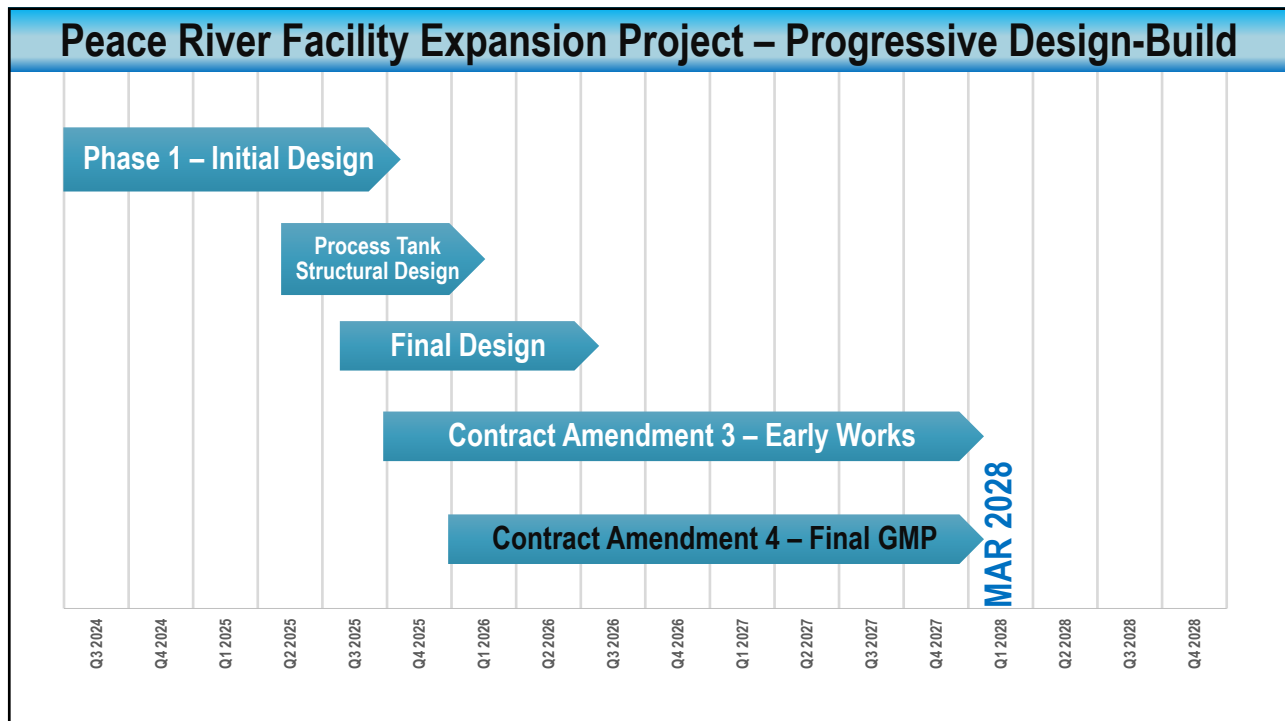
- 01 Schedule and Scope
- 02 Cost Progression
- 03 Motion

2

Surface Water Supply Expansion Project					
Project	April	June	August	October	December
<b>Peace River Facility Exp.</b>	Process Design Amendment	Final Design Amendment	Early Works Package		<b>GMP Amendment</b>
<b>PR3 Vol 1 (Reservoir)</b>			Pre-Qualification		<b>Contractor Bids</b>
<b>PR3 Vol 3 (Reservoir PS)</b>	Early Works Pkg		Pump Station Construction Package	Electrical Package	<b>Under Construction</b>
<b>PR3 Vol 4 (Conveyance)</b>				GMP Amendment	<b>Under Construction</b>
<b>PR3 Vol 5 (Mitigation)</b>		<b>Contractor Bid or GMP Cost</b>		Mitigation Credit Bids (Reservation)	<b>Contractor Bids Federal Credit Bids</b>


 Peace River Manasota  
Regional Water Supply Authority

3



4

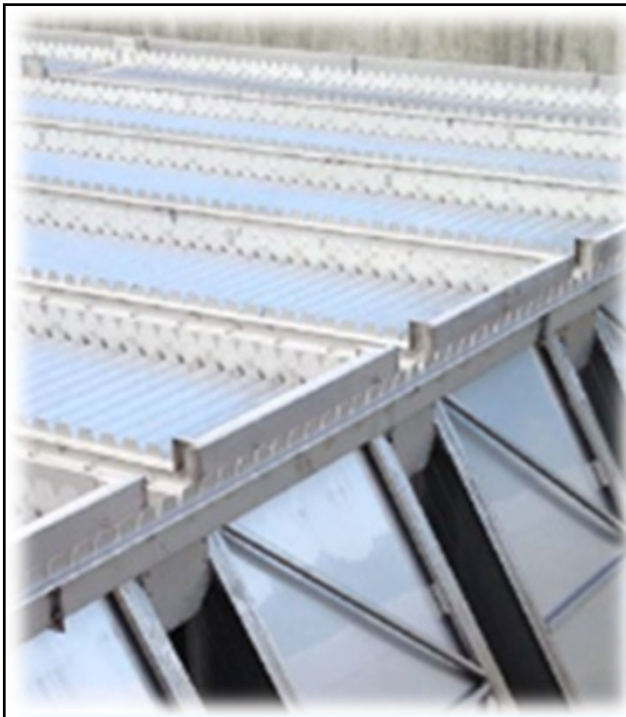




## Scope of Services

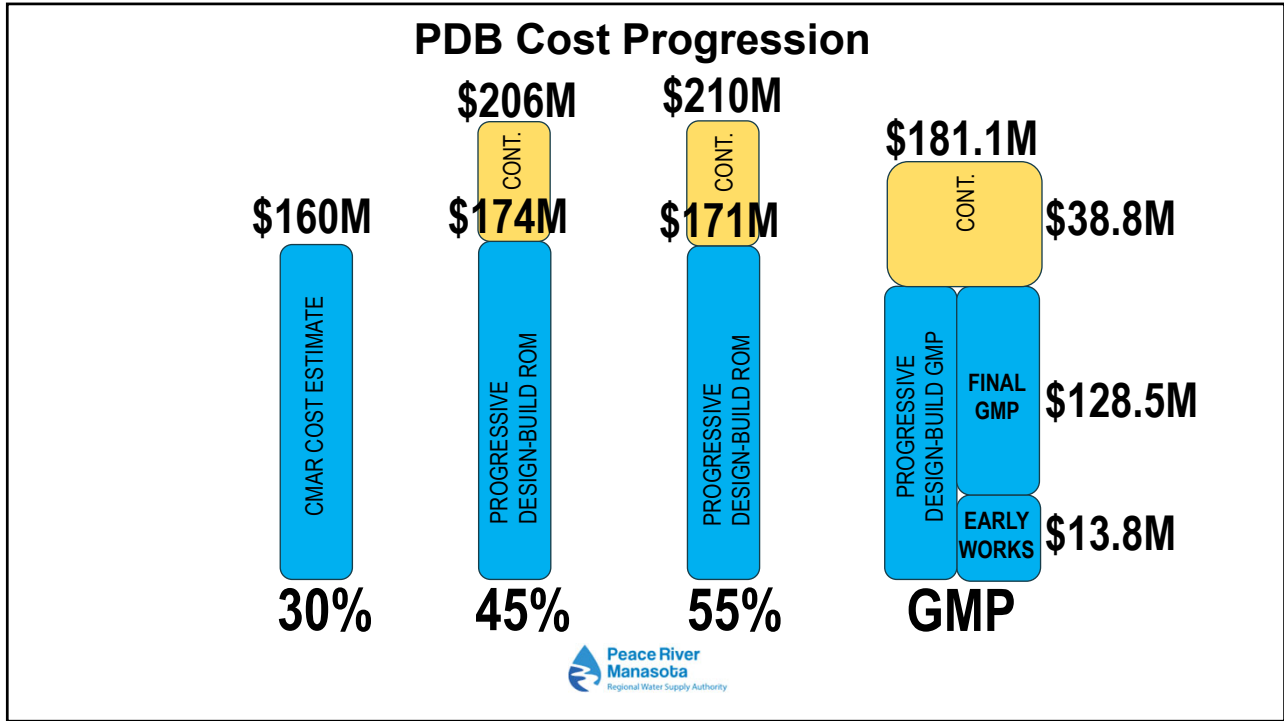
- 1 Building Permits
- 2 Finalize Bid Packages
- 3 Self-Perform Construction
- 4 General Conditions (Thru March 2028)
- 5 Permit Closeout
- 6 Startup & Testing

5

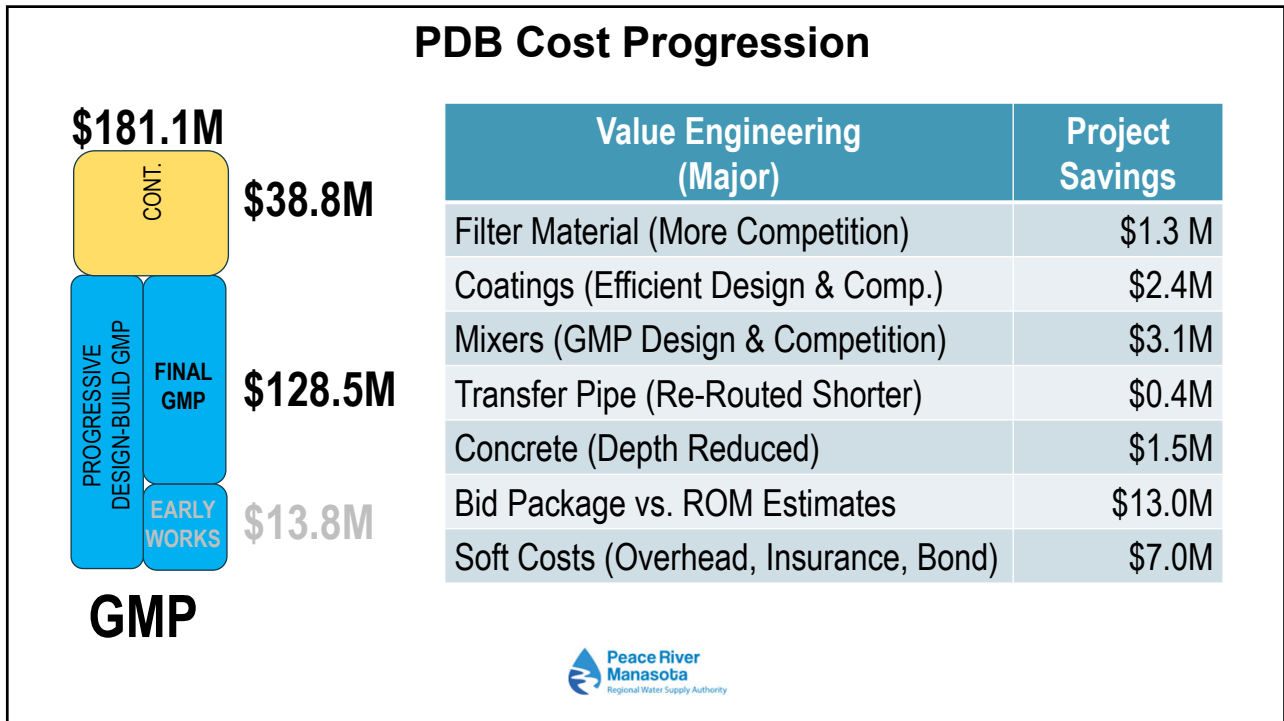


- 01 Schedule and Scope
- 02 Cost Progression
- 03 Motion

6

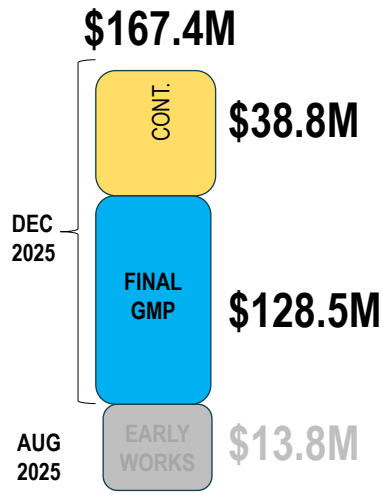


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8

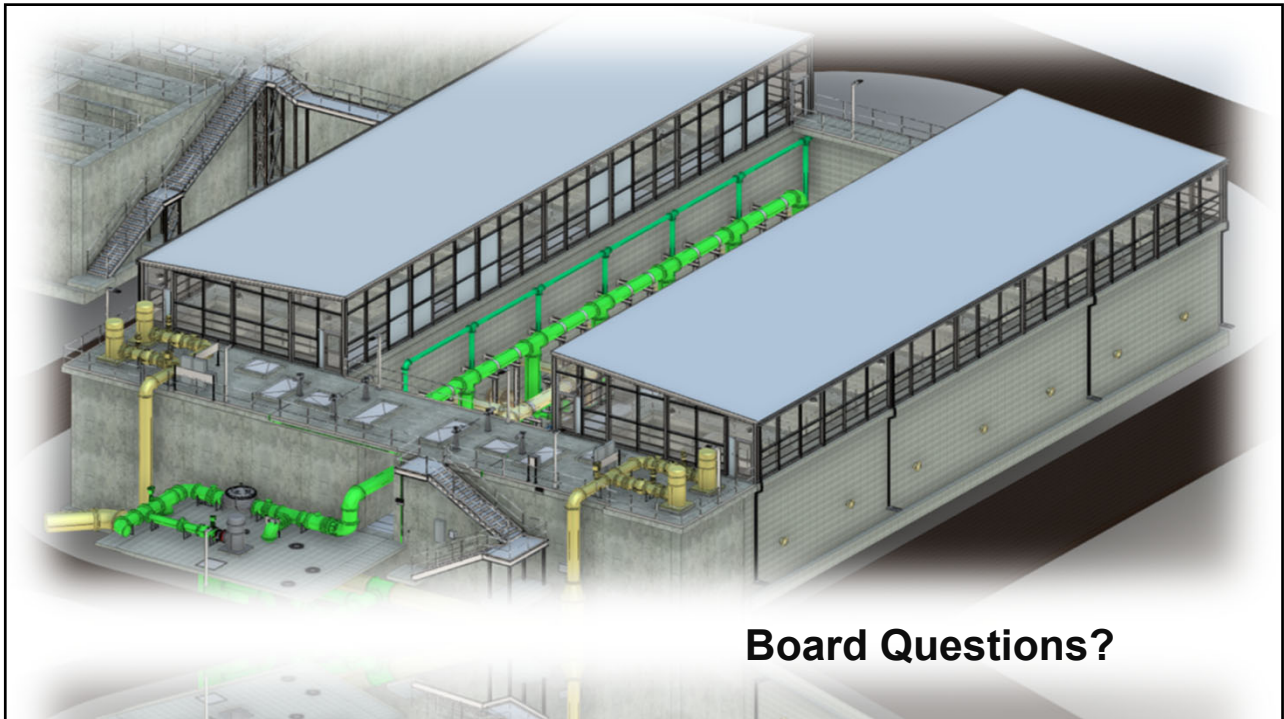
## PDB Cost Progression



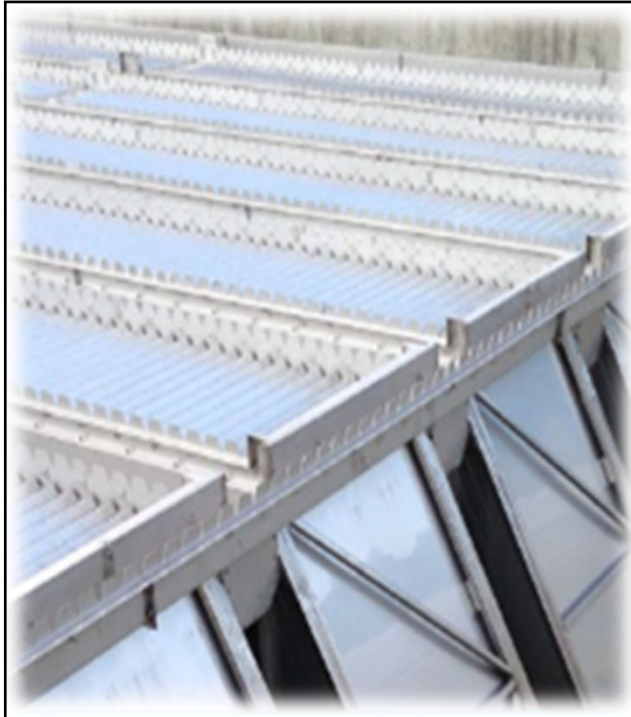
Value Engineering (Major)	Project Savings
Filter Material (More Competition)	\$1.3 M
Coatings (Efficient Design & Comp.)	\$2.4M
Mixers (GMP Design & Competition)	\$3.1M
Transfer Pipe (Re-Routed Shorter)	\$0.4M
Concrete (Depth Reduced)	\$1.5M
Bid Package vs. ROM Estimates	\$13.0M
Soft Costs (Overhead, Insurance, Bond)	\$7.0M



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10



01 Schedule and Scope

02 Cost Progression

03 Motion

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## Board Motion

**Motion** to approve and authorize Executive Director to execute Amendment No. 4 to the Progressive Design-Build Agreement for the Peace River Facility Expansion with Wharton-Smith, Inc. for the Peace River Facility Expansion Guaranteed Maximum Price in the amount not to exceed \$167,349,601.



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# Peace River Facility Expansion Project Contract Amendment #4

Regular Item 3  
December 3, 2025



**TAB B**  
Wharton-Smith, Inc., GMP Proposal

# Peace River Facility Expansion



## GMP Proposal

Presented by Wharton-Smith (Design-Builder)

November 11<sup>th</sup>, 2025



Wharton-Smith Contact:

Anthony Baxley

Sr. Preconstruction Services Manager

[abaxley@whartonsmith.com](mailto:abaxley@whartonsmith.com)

Engineer: Hazen & Sawyer / HDR / Ardurra

## TABLE OF CONTENTS

- 1 SECTION 1 – EXECUTIVE SUMMARY**
- 2 SECTION 2 – COST SUMMARY**
- 3 SECTION 3 – CLARIFICATIONS**
  - 3.1 GENERAL CLARIFICATIONS
  - 3.2 GMP BIDDER CLARIFICATIONS
- 4 SECTION 4 – RISK REGISTER**
- 5 SECTION 5 – SCHEDULE**
- 6 SECTION 6 – BID DOCUMENTS**
  - 6.1 LIST OF BID DOCUMENTS
  - 6.2 DRAWINGS LIST
  - 6.3 SPECIFICATION LIST



## SECTION 1 – EXECUTIVE SUMMARY

November 11<sup>th</sup>, 2025

Mike Knowles  
Director of Engineering  
Peace River Manasota RWSA  
9415 Town Center Parkway  
Lakewood Ranch, FL 34202

Re: Peace River Facility Expansion  
GMP Proposal

Dear Mr. Knowles,

Wharton-Smith is pleased to submit the GMP Proposal for the Peace River Facility Expansion project. This proposal is based on the GMP Design Drawings and Specifications, by Hazen & Sawyer. The full list of documents used to develop this GMP is included in **Section 6**.

The Guaranteed Maximum Price (GMP) presented herein is **\$167,349,601**.

Cost details are provided in **Section 2 Cost Summary**. A list of clarifications is included in **Section 3**.

The GMP amount includes the following:

- Contingency for Design-Builder Risk Items: \$24,242,000
- Allowances for Owner Risk Items: \$14,600,000

These amounts are detailed in the Risk Register included in **Section 4**.

The total anticipated construction schedule is 35 months, based on the current design documents and the anticipated lead times. Please refer to **Section 5 Schedule**. We have included project management and administration staff for this project, plus insurance, performance, and payment bonds for 27 months. The remaining 8 months was previously included in Contract Amendment No. 3 for Early Works.

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 – COST SUMMARY



**PEACE RIVER MANASOTA - WATER TREATMENT PLANT EXPANSION**  
**GMP-1 FINAL**  
**11/11/2025**

**COST SUMMARY**

		LABOR	EQUIPMENT	MATERIALS	SUBS	TOTALS
<b>Total Direct Costs</b>		\$ 900,256	\$ 400,545	\$ 3,421,171	\$ 112,105,784	\$ 116,827,755
<b>Total GC's</b>		\$ 8,972,941	\$ -	\$ -	\$ -	\$ 8,972,941
<b>Design Builder Risk Items</b>	<b>19.1%</b>				\$ 24,242,000	\$ 24,242,000
<b>CONSTRUCTION COSTS</b>		<b>\$9,873,197</b>	<b>\$400,545</b>	<b>\$3,421,171</b>	<b>\$136,347,784</b>	<b>\$150,042,697</b>
<b>Bond</b>					\$ 1,216,017	\$ 1,216,017
<b>Insurance</b>					\$ 2,275,955	\$ 2,275,955
<b>Fee</b>	<b>9.0%</b>				\$ 13,814,933	\$ 13,814,933
<b>PROJECT TOTAL COST</b>		<b>\$9,873,197</b>	<b>\$400,545</b>	<b>\$3,421,171</b>	<b>\$153,654,688</b>	<b>\$167,349,601</b>



DESCRIPTION	COST OF WORK					COMMENTS
	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT	\$ TOTALS	
<b>GENERAL REQUIREMENTS DIVISION 0</b>					\$ 5,839,571	
GENERAL REQUIREMENTS SUMMARY	\$ 900,256	\$ 400,545	\$ 3,421,171	\$ 1,117,600	\$ 5,839,571	
<b>BID PACKAGES</b>					\$ 96,388,184	
BID PACKAGE #1-CIP CONCRETE	\$ -	\$ -	\$ -	\$ 3,777,200	\$ 3,777,200	BAKER CONCRETE CONSTRUCTION
BID PACKAGE #1A-PRETREATMENT & FILTER STRUCTURES	\$ -	\$ -	\$ -	\$ 10,870,000	\$ 10,870,000	BAKER CONCRETE CONSTRUCTION
BID PACKAGE #2-PRESTRESSED CONCRETE	\$ -	\$ -	\$ -	\$ 965,767	\$ 965,767	PRECON CORPORATION
BID PACKAGE #3-PRECAST CONCRETE	\$ -	\$ -	\$ -	\$ 714,000	\$ 714,000	BAKER CONCRETE CONSTRUCTION
BID PACKAGE #4-MASONRY	\$ -	\$ -	\$ -	\$ 420,000	\$ 420,000	RON KENDALL MASONRY
BID PACKAGE #5-ARCHITECTURAL	\$ -	\$ -	\$ -	\$ 1,852,344	\$ 1,852,344	WHARTON-SMITH
BID PACKAGE #6-COATINGS	\$ -	\$ -	\$ -	\$ 3,855,000	\$ 3,855,000	CYPRESS CONSTRUCTION & COATING
BID PACKAGE #7-HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	ALLOWANCE
BID PACKAGE #8-FIRE PROTECTION	\$ -	\$ -	\$ -	\$ 309,530	\$ 309,530	FIRE SAFETY, INC
BID PACKAGE #9-ALUMINUM ENCLOSURES	\$ -	\$ -	\$ -	\$ 1,681,736	\$ 1,681,736	MULLETS ALUMINUM PRODUCTS
BID PACKAGE #10-MPC	\$ -	\$ -	\$ -	\$ 30,259,372	\$ 30,259,372	WHARTON-SMITH
BID PACKAGE #11-SLUDGE CONTRACTOR	\$ -	\$ -	\$ -	\$ 2,643,385	\$ 2,643,385	WHARTON-SMITH
BID PACKAGE #12-ELECTRICAL	\$ -	\$ -	\$ -	\$ 21,573,020	\$ 21,573,020	COGBURN
BID PACKAGE #13-I&C	\$ -	\$ -	\$ -	\$ -	\$ -	ALLOWANCE
BID PACKAGE #14-MIXERS	\$ -	\$ -	\$ -	\$ 1,204,120	\$ 1,204,120	NOV - CEJCO
BID PACKAGE #15-GATES	\$ -	\$ -	\$ -	\$ 477,334	\$ 477,334	RW GATE - TSC JACOBS
BID PACKAGE #16-PLATE SETTLERS	\$ -	\$ -	\$ -	\$ 2,045,475	\$ 2,045,475	JMS - TSC JACOBS
BID PACKAGE #17-FILTER EQUIPMENT	\$ -	\$ -	\$ -	\$ 1,370,078	\$ 1,370,078	DENORA - MOSS KELLEY
BID PACKAGE #18-BLOWERS	\$ -	\$ -	\$ -	\$ 219,410	\$ 219,410	AERZEN
BID PACKAGE #19-VERTICAL TURBINE PUMPS	\$ -	\$ -	\$ -	\$ 1,193,336	\$ 1,193,336	FLOWSERVE - C&V
BID PACKAGE #20-DRY POLYMER EQUIPMENT	\$ -	\$ -	\$ -	\$ 762,614	\$ 762,614	USGI / CLEARWATER - MOSS KELLEY
BID PACKAGE #21-CHEM FEED SKIDS	\$ -	\$ -	\$ -	\$ 896,421	\$ 896,421	GRUNDFOS - CEJCO
BID PACKAGE #22-PAC PUMPS	\$ -	\$ -	\$ -	\$ 279,965	\$ 279,965	MILTON ROY - MTS
BID PACKAGE #23-CHEM TRANSFER PUMPS	\$ -	\$ -	\$ -	\$ 91,067	\$ 91,067	ANSIMAG - COASTAL RELIABILITY SOLUTIONS
BID PACKAGE #24-FRP CHEMICAL TANKS	\$ -	\$ -	\$ -	\$ 2,708,773	\$ 2,708,773	AUGUSTA FIBERGLASS
BID PACKAGE #25-STEEL CHEMICAL TANKS	\$ -	\$ -	\$ -	\$ 264,410	\$ 264,410	BENDEL TANK
BID PACKAGE #26-SUBMERSIBLE CENTR PUMPS	\$ -	\$ -	\$ -	\$ 221,965	\$ 221,965	SULZER - HYDRA SERVICE
BID PACKAGE #27-THICKENED SLUDGE PUMPS	\$ -	\$ -	\$ -	\$ 81,782	\$ 81,782	PSI - AMERICAN MARSH
BID PACKAGE #28-JET MIXING SYSTEM	\$ -	\$ -	\$ -	\$ 225,435	\$ 225,435	MIXING SYSTEMS - MTS
BID PACKAGE #29-BELT FILTER FEED PUMPS	\$ -	\$ -	\$ -	\$ 32,825	\$ 32,825	BOERGER - MOSS KELLEY
BID PACKAGE #30-BELT FILTER PRESS	\$ -	\$ -	\$ -	\$ 827,620	\$ 827,620	ALFA LAVAL - MTS
BID PACKAGE #31-LIQUID POLYMER SKIDS	\$ -	\$ -	\$ -	\$ 53,393	\$ 53,393	VELODYNE - MTS
	\$ -	\$ -	\$ -	\$ -	\$ -	
CEI SERVICES	\$ -	\$ -	\$ -	\$ 4,510,806	\$ 4,510,806	HAZEN



DESCRIPTION	COST OF WORK				\$ TOTALS	COMMENTS
	LABOR \$ AMOUNT	EQUIPMENT \$ AMOUNT	MATERIALS \$ AMOUNT	SUBS \$ AMOUNT		
<b>ALLOWANCES</b>					\$ 14,600,000	
ALLOWANCE FOR TARIFFS	\$ -	\$ -	\$ -	\$ 3,000,000	\$ 3,000,000	
ALLOWANCE FOR HVAC	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	
ALLOWANCE FOR I&C	\$ -	\$ -	\$ -	\$ 4,000,000	\$ 4,000,000	
ALLOWANCE FOR BUILDERS RISK INSURANCE	\$ -	\$ -	\$ -	\$ 1,900,000	\$ 1,900,000	
ALLOWANCE FOR PERMITS	\$ -	\$ -	\$ -	\$ 950,000	\$ 950,000	
ALLOWANCE FOR INDEPENDENT TESTING	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	
ALLOWANCE FOR MOPO/DISINFECTION/START-UP	\$ -	\$ -	\$ -	\$ 750,000	\$ 750,000	
ALLOWANCE FOR PRIVATE PROVIDER INSPECTIONS	\$ -	\$ -	\$ -	\$ 500,000	\$ 500,000	
ALLOWANCE FOR SELF-PERFORM INCIDENTALS	\$ -	\$ -	\$ -	\$ 1,500,000	\$ 1,500,000	
<b>TOTAL DIRECT COST</b>	\$ 900,256	\$ 400,545	\$ 3,421,171	\$ 112,105,784	\$ 116,827,755	

## SECTION 3 – CLARIFICATIONS

### 3.1 GENERAL CLARIFICATIONS

Please note the following clarifications regarding this proposal:

1. This GMP proposal has been developed based on the GMP Design Drawings and Specifications. Through estimating best practices and the development of a risk register, the Design-Build team has developed this GMP proposal to construct the Peace River Facility Expansion with fully function installations meeting the intent of the GMP Design Documents. This GMP Proposal does not account for upgrades, redundancies, or performance improvements that are not outlined in the Intermediate Design Documents. Such additions would require modifications to the scope, schedule, and budget of this GMP.
2. All pricing (labor, material, equipment, subcontract) is based on current market conditions.
3. The durations of material lead times are based on current market conditions.
4. This GMP value does not include the previously awarded preconstruction or construction services.
5. Pricing includes no knowledge of buried or concealed conditions beyond what is indicated or shown on documents develop to date.
6. It is assumed Substantial Completion will occur at beneficial use and the Authority will accept partial substantial completion for systems that can be placed into service prior to the completion of all improvements.
  - a. To meet the project schedule, the New Sodium Hypo Building will be placed into service prior to the completion of the new water treatment facilities. At that time beneficial use shall be established, and the Authority will issue Substantial Completion for this system.
  - b. Other systems may be placed into service prior to the completion of the new water treatment facilities. At that time beneficial use shall be established, and the Authority will issue Substantial Completion for those systems. Other systems may include:
    - Dewatering Equipment
    - Sludge Blending Tank and Associated Equipment
    - Sludge Thickener Improvements
  - c. The project warranty is assumed to be two (2) years from beneficial use of the systems.
  - d. At the time of the beneficial use, the Owner will take over operation, maintenance, and insurance for process and electrical equipment.
  - e. At the time of beneficial use, the Owner shall reduce the retainage held for costs associated with the systems that have been accepted. Retainage shall be reduced to a mutually agreed upon amount based on a list of completion items required for that system.
7. It is assumed that work by others being performed for the Authority will not impact access to the site or any work areas.
8. No provisions for an engineer's or Owners' trailer facility are included.
9. 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.
10. Some work will require work outside of the standard working hours, including but not limited to concrete placement and coatings. Costs for overtime of inspectors is not included.

11. The following equipment is being procured through Owner Direct Purchase as part of the Preconstruction Services:
  - a. Low Voltage Switchgear
  - b. Low Voltage Switchboards
  - c. Low Voltage MCCs
12. The following equipment is being supplied by the Authority or a third party contracted by the Authority:
  - a. One (1) Medium Voltage Transformer – Refurbished
  - b. One (1) Medium Voltage Transformer – New
13. This GMP proposal is based on the Design-Builder installing a refurbished medium voltage transformer provided by Peace River Manasota RWSA. The new electrical building feeding the new process facilities will be commissioned and placed into service using this refurbished medium voltage transformer without a redundant transformer. The refurbished medium voltage transformer shall be made available by the Authority for installation in accordance with project schedule.
14. The new medium voltage transformer shall be provided by the Authority in accordance with the project schedule. This GMP does not include cost associated with storing the new medium voltage transformer if received by the Authority early. Late delivery of the transformer may delay the final completion of the project and result in additional costs.
15. No cost has been included to purchase, license, implement, or utilize any software not part of Design-Builder's standard operating procedures.
16. No cost is included for Lead or Asbestos Survey nor abatement of any kind.
17. Testing costs for concrete, welding, and soils will be included in the Independent Testing Allowance.
18. 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.
19. This proposal assumes that existing flow isolation gates and valves required to perform the scope of work are functional and under normal operating conditions and can be used to isolate plant flows for construction operation and shutdowns. When required, existing valves, gates, and equipment shall be operated by the Authority.
20. It is assumed that the Peace River Manasota RWSA will provide power, water, and chemicals for use during construction and startup activities at no cost. This includes all water for hydrostatic testing, flushing, testing, disinfection, and general construction use. It is assumed if testing/start-up water is required to be disposed of it can be disposed of onsite.
21. The Firm cannot guarantee that training sessions will be recorded as some vendors preclude any recording.
22. The Contingencies and Allowances carried within this GMP 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 GMP. Use of the contingency will be submitted to the Authority prior to proceeding with work associated with Design-Builder Risk Items.

23. Owner requested changes and/or additions to the Scope of Work or Contract Documents would be funded through Owner provided funds not included as part of this proposal.
24. The GMP does not include removing excess fill material. Any excess fill material shall be stockpiling on the Peace River Facility or Peace River Reservoir property.
25. An \$3,000,000 allowance for Tariff related costs has been included in the GMP. All Tariffs related costs shall be reimbursed using allowance funds.
26. An \$1,900,000 allowance for Builder's Risk Insurance related costs has been included in the GMP. All Builder's Risk Insurance related costs, including deductibles, shall be paid directly by the Authority or reimbursed using allowance funds.
27. The project schedule is based on receiving Notice to Proceed (NTP) for this GMP on January 5<sup>th</sup>, 2026. The project schedule will be updated based on the actual NTP date. Based on the ongoing preconstruction services, receiving NTP earlier will not result in an earlier completion date while a later NTP may delay the completion date.
28. The Schedule assumes all permits shall be approved by the appropriate government agencies as outlined.
29. The Peace River Expansion will require the electrical distribution system modifications, being performed by others, to be complete in order to energize the new electrical equipment supplied under this project. It is assumed these modifications will be complete prior to the delivery of the new switchgear being installed under this project.



### 3.2 GMP Bidder Clarifications

## SECTION 4 – RISK REGISTER

RISK REGISTER												Date: 11/11/25													
Project: <i>Peace River Manasota - Peace River Facility Expansion</i>												Design Phase: GMP Design													
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													
<b>A</b>													<b>General Items</b>												
A-1	Adverse Weather	Adverse Weather	Decreasing	\$ 567,000	35	100%	Provide for reasonable float in schedule and create emergency response plan.	Contractor	\$567,000		\$567,000	\$0	Project is anticipated to include two (2) wet/hurricane seasons												
A-2	Permitting Delays	Permitting	Decreasing	\$ 1,458,000	90	25%	Engage Agency and Shareholders early in process and promote transparent communication. The Authority is coordinating with County staff to expedite the permitting process.	Shared	\$365,000		\$365,000	\$0	Schedule is based on aggressive permit review times compared to typical review times.												
A-3	Procurement / Delivery Delays	Procurement	No Change	\$ 972,000	60	50%	Electrical equipment to be procured through an early ODP process. Hold workshop for the review of all critical submittals in order to expedite the release of materials. Authority is providing refurbished transformer to meet the project deadline.	Shared	\$486,000		\$486,000	\$0	Schedule is based on longest quoted lead times and an aggressive early procurement program. The new medium voltage transformer will not arrive until after substantial completion.												
A-4	Construction Delays / Subcontractor Performance	Construction Schedule	No Change	\$ 972,000	60	25%	Select qualified subcontractors with adequate resources and engage them in Wharton-Smith's production planning system on a weekly basis.	Contractor	\$243,000		\$243,000	\$0													
A-5	Critical Path Delays - Owner Evaluation and Decision Making	Construction Schedule	Decreasing	\$ 972,000	60	10%	The Authority is working closely with the Design-Build Team to maintain the project schedule.	Owner	\$97,000		\$97,000	\$0													
A-6	Unavoidable Supply Chain Issues	Resource Constraints	Mitigated	\$ 808,000	20		*Replaced by Bid Package Specific Contingencies and Tariff Allowance Project planning and coordination to minimize impacts. Offset potential supply chain issues with contingency.																		
A-7	Wetland Related Permitting for Final Improvements	Permitting	Mitigated	\$ -	0		Associated work has been move out of this contract.																		
A-8	Tariffs	Price Escalation	Closed	\$ 6,000,000	60		Requires further review and discussion based on ongoing and upcoming market changes						Reallocated to an allowance item												
A-9	Builder's Risk Deductible	Other	Closed	\$ 200,000	0		Builder's Risk Deductibles shall be paid by the Authority. Refer to clarifications.																		
A-10	Wetland - Actual Limits	Permitting	New	\$ 1,148,000	40	75%	Design Team has identified variance between the actual wetland limits and the conceptual lines used for permitting. This is under investigation/evaluation and may result in design changes. Changes may include the addition of retaining walls, adjustment of facility alignment, redesign or modification of the PAC Storage structure and/or other modifications to duct bank and yard pipe alignment.	Shared	\$861,000		\$861,000	\$0	There is a significant level of uncertainty at this time.												
<b>B</b>													<b>Final Design Items - Contingencies</b>												
B-1	Final Design Schedule	Design	Mitigated	\$ 1,944,000	120		Implemented a phased design package approach to expedite early work packages.																		
B-2	Unanticipated Design Requirements, Errors, Omissions, and/or Scope Gaps	Design	Decreasing	\$ 1,493,000	30		*Replaced by Bid Package Specific Contingencies Held design workshops and coordination meetings to support the development of the design report. Referencing current facility requirements through existing conditions and record documents to understand preferences and requirements.																		
B-3	Unanticipated Scope Costs - Site & Civil	Undefined Scope	Closed	\$ 1,192,000	0		*Replaced by Bid Package Specific Contingencies 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.																		
B-4	Unanticipated Scope Costs - Structural & Architectural	Undefined Scope	Closed	\$ 6,020,000	0		*Replaced by Bid Package Specific Contingencies 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.																		
B-5	Unanticipated Scope Costs - Mechanical	Undefined Scope	Closed	\$ 7,360,000	0		*Replaced by Bid Package Specific Contingencies 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.																		
B-6	Unanticipated Scope Costs - Electrical and I&C	Undefined Scope	Closed	\$ 5,425,000	0		*Replaced by Bid Package Specific Contingencies 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.																		
B-7	Existing System Performance Issues	Owner Operational Impacts	No Change	\$ 324,000	20	25%	Adequate investigation during design phase to ensure system performance.	Owner	\$81,000		\$81,000	\$0	The Design-Build Team has held initial MOPO, Start-Up, and Testing discussions. As the design progresses past the 60% Design, meetings and coordination will occur with the Design-Build Team and the Authority to refine planning and address challenges.												
B-8	Potable Water (Plant Water) Supply	Undefined Scope	Closed	\$ 750,000	0		*Incorporated in MPC Bid Package Specific Contingency As part of the final design efforts, the Design-Build Team will evaluate the potable water system and provide recommendations.																		
The Design-Build team developed "GMP Design" documents and these documents are the basis of the Bid Documents issued for each Bid Package. The design is not complete and therefore contingency values are established in order to address potential cost impacts between the current design deliverable and the final design. Note these contingencies are approximations of costs for completing the intended design and are not intended to cover changes in direction or scope.																									
				Bid Package Value		% Contingency	Bid Package Contingency Notes																		
B-P1	Bid Package 01 CIP Concrete - Contingency	Undefined Scope	New	\$ 3,777,200		15%	Contingency based on current level of design documents.	Contractor	\$567,000		\$567,000	\$0	Finish and flatness exceptions that are not approved Backwash PS concrete is not included												

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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	
B-P1A	Bid Package 01A Pretreatment & Filter CIP Concrete - Contingency	Undefined Scope	New	\$ 10,870,000		15%	Contingency based on current level of design documents.	Contractor	\$1,631,000		\$1,631,000	\$0	Finish and flatness exceptions that are not approved Modifications under way for mixer walkways, concrete curbs around filter bays Extension of filter walkways for handrail Filter gallery pipe supports not detailed Sedimentation Valve Vault not included
B-P2	Bid Package 02 Prestressed Concrete - Contingency	Undefined Scope	New	\$ 965,767		10%	Contingency based on current level of design documents.	Contractor	\$97,000		\$97,000	\$0	
B-P3	Bid Package 03 Precast Concrete - Contingency	Undefined Scope	New	\$ 714,000		20%	Contingency based on current level of design documents. Percent increased due to only receiving one proposal.	Contractor	\$143,000		\$143,000	\$0	
B-P4	Bid Package 04 Masonry - Contingency	Undefined Scope	New	\$ 420,000		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$84,000		\$84,000	\$0	
B-P5	Bid Package 05 Architectural - Contingency	Undefined Scope	New	\$ 1,852,344		15%	Contingency based on current level of design documents.	Contractor	\$278,000		\$278,000	\$0	
B-P6	Bid Package 06 Coatings - Contingency	Undefined Scope	New	\$ 3,855,000		25%	Contingency based on current level of design documents.	Contractor	\$964,000		\$964,000	\$0	Scope is under review and could have significant changes
B-P8	Bid Package 08 Fire Protection - Contingency	Undefined Scope	New	\$ 309,530		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$62,000		\$62,000	\$0	
B-P9	Bid Package 09 Aluminum Enclosures - Contingency	Undefined Scope	New	\$ 1,681,736		10%	Contingency based on current level of design documents.	Contractor	\$168,000		\$168,000	\$0	
B-P10	Bid Package 10 MPC - Contingency	Undefined Scope	New	\$ 30,259,372		10%	Contingency based on current level of design documents.	Contractor	\$3,026,000		\$3,026,000	\$0	
B-P11	Bid Package 11 Sludge Contractor - Contingency	Undefined Scope	New	\$ 2,643,385		10%	Contingency based on current level of design documents.	Contractor	\$264,000		\$264,000	\$0	
B-P12	Bid Package 12 Electrical - Contingency	Undefined Scope	New	\$ 21,573,020		15%	Contingency based on current level of design documents.	Contractor	\$3,236,000		\$3,236,000	\$0	
B-P14	Bid Package 14 Mixers - Contingency	Undefined Scope	New	\$ 1,204,120		10%	Contingency based on current level of design documents.	Contractor	\$120,000		\$120,000	\$0	
B-P15	Bid Package 15 Gates - Contingency	Undefined Scope	New	\$ 477,334		10%	Contingency based on current level of design documents.	Contractor	\$48,000		\$48,000	\$0	
B-P16	Bid Package 16 Plate Settlers - Contingency	Undefined Scope	New	\$ 2,045,475		10%	Contingency based on current level of design documents.	Contractor	\$205,000		\$205,000	\$0	
B-P17	Bid Package 17 Filter Equipment - Contingency	Undefined Scope	New	\$ 1,370,078		10%	Contingency based on current level of design documents.	Contractor	\$137,000		\$137,000	\$0	
B-P18	Bid Package 18 Blowers - Contingency	Undefined Scope	New	\$ 219,410		20%	Contingency based on current level of design documents. Percentage increased due to design undergoing changes.	Contractor	\$44,000		\$44,000	\$0	
B-P19	Bid Package 19 Vertical Turbine Pumps - Contingency	Undefined Scope	New	\$ 1,193,336		10%	Contingency based on current level of design documents.	Contractor	\$119,000		\$119,000	\$0	
B-P20	Bid Package 20 Dry Polymer Equipment - Contingency	Undefined Scope	New	\$ 762,614		10%	Contingency based on current level of design documents.	Contractor	\$76,000		\$76,000	\$0	
B-P21	Bid Package 21 Chem Feed Skids - Contingency	Undefined Scope	New	\$ 896,421		25%	Contingency based on current level of design documents. Percentage increased due to design undergoing changes.	Contractor	\$224,000		\$224,000	\$0	
B-P22	Bid Package 22 PAC Pumps - Contingency	Undefined Scope	New	\$ 279,965		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design. Percent increased due to only receiving one proposal.	Contractor	\$56,000		\$56,000	\$0	
B-P23	Bid Package 23 Chem Transfer Pumps - Contingency	Undefined Scope	New	\$ 91,067		25%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design. Percent increased due to only receiving one proposal.	Contractor	\$23,000		\$23,000	\$0	
B-P24	Bid Package 24 FRP Chemical Tanks - Contingency	Undefined Scope	New	\$ 2,708,773		10%	Contingency based on current level of design documents.	Contractor	\$271,000		\$271,000	\$0	
B-P25	Bid Package 25 Steel Chemical Tanks - Contingency	Undefined Scope	New	\$ 264,410		20%	Contingency based on current level of design documents. Percentage increased due to low confidence in current pricing	Contractor	\$53,000		\$53,000	\$0	
B-P26	Bid Package 26 Submersible Centre Pumps - Contingency	Undefined Scope	New	\$ 221,965		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design. Percent increased due to only receiving one proposal.	Contractor	\$44,000		\$44,000	\$0	
B-P27	Bid Package 27 Thickened Sludge Pumps - Contingency	Undefined Scope	New	\$ 81,782		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$16,000		\$16,000	\$0	
B-P28	Bid Package 28 Jet Mixing System - Contingency	Undefined Scope	New	\$ 225,435		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$45,000		\$45,000	\$0	
B-P29	Bid Package 29 Belt Filter Feed Pump - Contingency	Undefined Scope	New	\$ 32,825		50%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$16,000		\$16,000	\$0	
B-P30	Bid Package 30 Belt Filter Press - Contingency	Undefined Scope	New	\$ 827,620		10%	Contingency based on current level of design documents.	Contractor	\$83,000		\$83,000	\$0	
B-P31	Bid Package 31 Liquid Polymer Skid - Contingency	Undefined Scope	New	\$ 53,393		20%	Contingency based on current level of design documents. Percentage Increase due to relatively low value of work in comparison to potential cost impacts from refinement of design.	Contractor	\$11,000		\$11,000	\$0	
<b>C</b>	<b>Project Execution Items</b>												
C-1	Bid Package Escalations and Supply Chain Issues	Price Escalation	Decreasing	\$ 91,877,377	0	5%	Expedite the start of construction, issuance of subcontracts and POs, and early procurement. <i>*Note: risk amount is calculated as percent of bid package total</i>	Contractor	\$4,594,000		\$4,594,000	\$0	

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C-2	Purchase Order & Subcontract Negotiations	Procurement	Closed	\$ 1,000,000	0		<i>*Replaced by Bid Package Specific Contingencies</i> Risk associated with not being able to come to terms with recommended bidder or discovering errors in bids after award. Developed detailed bid manuals and the team is reviewing bids to ensure they are complete and bidders can meet project requirements.						
C-3	Latent Defects (Manufacturing)	Quality	No Change	\$ 1,580,000	0	10%	Inspect fabrications in shop (prior to delivery) where possible.	Contractor	\$158,000		\$158,000	\$0	
C-4	Piping and Utility Conflicts	Constructability	Decreasing	\$ 500,000	0	50%	Underground conflict review drawings and tables should be developed to identify piping conflicts and rerouting options. The project team will take additional efforts to confirm existing utilities and eliminate conflicts	Contractor	\$250,000		\$250,000	\$0	
C-5	Unforeseen Subsurface Conditions	Unknown Site Conditions	No Change	\$ 324,000	20		<i>*Included with the Early Works amendment</i> Perform Subsurface Utility Exploration where possible to identify and locate existing conditions and conflicts prior to construction.						
C-6	Requirements for Small Valves, Supports, Appurtenances, etc.	Undefined Scope	Closed	\$ 433,000	0		<i>*Incorporated in MPC Bid Package Specific Contingency</i> Carry a Contingency for small piping not shown.						
C-7	Restoration / Patching of Collateral Damage	Undefined Scope	No Change	\$ 500,000	0	25%	Perform layout and use proper demo equipment for cutting and restore affected areas back to normal.	Contractor	\$125,000		\$125,000	\$0	
C-8	Unanticipated Site Access, Staging, and Traffic	Owner Operational Impacts	Mitigated	\$ 500,000	0		<i>*Coordinated with the Authority as part of the Early Works efforts.</i> 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.						
<i>The Design-Build team has reviewed bids for the GMP. Some bids appear to be low and responsive but require further review. These contingencies represent the additional cost to utilize the next bidder if the apparent low bidder is deemed non responsive during final review.</i>													
				Delta									
C-P14	Bid Package 14 Mixers	Undefined Scope	New	\$ 825,898				Contractor	\$826,000		\$826,000	\$0	
C-P17	Bid Package 17 Filter Equipment	Undefined Scope	New	\$ 464,697				Contractor	\$465,000		\$465,000	\$0	
C-P18	Bid Package 18 Blowers	Undefined Scope	New	\$ 84,685				Contractor	\$85,000		\$85,000	\$0	
C-P21	Bid Package 21 Chem Feed Skids	Undefined Scope	New	\$ 315,778				Contractor	\$316,000		\$316,000	\$0	
C-P24	Bid Package 24 FRP Chemical Tanks - Contingency	Undefined Scope	New	\$ 469,373				Contractor	\$469,000		\$469,000	\$0	
C-P25	Bid Package 25 Steel Chemical Tanks - Contingency	Undefined Scope	New	\$ 78,499				Contractor	\$78,000		\$78,000	\$0	
C-P28	Bid Package 28 Jet Mixing System - Contingency	Undefined Scope	New	\$ 164,130				Contractor	\$164,000		\$164,000	\$0	
C-P29	Bid Package 29 Belt Filter Feed Pump - Contingency	Undefined Scope	New	\$ 19,676				Contractor	\$20,000		\$20,000	\$0	
<b>D</b>	<b>Start-Up &amp; Closeout Items</b>												
D-1	Integration into Existing Network	Owner Operational Impacts	Closed	\$ 574,000	20		<i>*I&amp;C work has been moved to an Allowance.</i> Perform investigation prior to start of integration with existing SCADA system.						
D-2	Unforeseen Startup / MOPO Restrictions	Owner Operational Impacts	Closed	\$ 824,000	20		<i>*Startup &amp; MOPO requirements have been moved to an Allowance</i> Involvement of plant operations staff during design and early construction phases to identify operational constraints and develop Maintenance of Plant Operations (MOPO) plans.						
D-3	MOPO - Sodium Hypo Buildings	Owner Operational Impacts	Mitigated	\$ 1,944,000	120		Design will incorporate temporarily power feed from the existing facility in order place the new Sodium Hypo Building in service prior to the demolition of the existing equipment.						
D-4	Manufacturer Start-Up Services Overruns	Other	Mitigated	\$ 324,000	20		Reviewed and outlined required services in bid documents. Utilize Wharton-Smith production planning system to work efficiently and use start-up checklists.						
D-5	Additional Owner Training Requirements	Contract Requirements	No Change	\$ 212,000	10	50%	Video record training sessions.	Contractor	\$106,000		\$106,000	\$0	
D-6	Equipment Warranty Extensions	Contract Requirements	No Change	\$ 500,000	0	50%	Work with vendors to include duration requirements of the construction schedule and warranty.	Contractor	\$250,000		\$250,000	\$0	
D-7	Warranty Claim Provisions	Other	Decreasing	\$ 250,000	0	50%	Budget included for warranty claim provisions to cover costs outside of current base bid scope.	Contractor	\$125,000		\$125,000	\$0	
<b>E</b>	<b>Allowances &amp; Excluded Scope Items</b>												
E-1	Allowance - Building Department Fees / Permits	Excluded Scope	No Change	\$ 950,000			Allowance to be carried in GMP.	Owner	\$950,000	\$950,000		\$0	
E-2	Allowance - Independent Testing	Excluded Scope	No Change	\$ 500,000			Allowance to be carried in GMP.	Owner	\$500,000	\$500,000		\$0	
E-3	Allowance - MOPO & Start-Up	Excluded Scope	No Change	\$ 750,000			Allowance to be carried in GMP.	Owner	\$750,000	\$750,000		\$0	
E-8	Allowance - Builder's Risk	Excluded Scope	New	\$ 2,500,000			Allowance to be carried in GMP.	Owner	\$1,900,000	\$1,900,000		\$0	
E-9	Allowance - Private Provider Inspections	Excluded Scope	New	\$ 500,000			Allowance to be carried in GMP.	Owner	\$500,000	\$500,000		\$0	
E-10	Allowance - HVAC Subcontractor	Undefined Scope	New	\$ 1,500,000			Allowance to be carried in GMP.	Owner	\$1,500,000	\$1,500,000		\$0	
E-11	Allowance - I&C Subcontractor	Undefined Scope	New	\$ 4,000,000			Allowance to be carried in GMP.	Owner	\$4,000,000	\$4,000,000		\$0	

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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
E-12	Allowance - Tariffs	Excluded Scope	New	\$ 3,000,000			Allowance to be carried in GMP.	Owner	\$3,000,000	\$3,000,000		\$0	
E-13	Allowance - Self-Perofrm Incidentals	Other	New	\$ 1,500,000			Allowance to be carried in GMP.	Owner	\$1,500,000	\$1,500,000			
E-4	Subsurface Improvements	Excluded Scope	No Change	\$ 2,000,000	80	20%	Geotechnical efforts are complete, the Design-Build team has recommended proceeding with a surcharging program. Change in wetland limits may impact approach for the PAC Storage structure.	Shared	\$400,000		\$400,000	\$0	
E-5	Miscellaneous update: Walkway bridge from Plants 3/4 to Plants 5/6	Other	No Change	\$ 400,000	0		During review of the Intermediate Design, the Authority requested an elevated walkway between Plants 3/4 and Plants 5/6. Final decision to	Owner	\$400,000		\$400,000	\$0	
E-6	Pretreatment: Pre-Engineered Metal Canopy	Other	No Change	\$ 600,000	0		Options to cover the plate settler equipment and mitigate are under review. Final decision to incorporate this scope is not made at this time.	Owner	\$600,000		\$600,000	\$0	
E-7	Site / Civil: Utilize onsite fill stockpiles for raising existing grade	Other	Closed	\$ -	0		Onsite materials are being testing to confirm if they are suitable for onsite backfill						
<b>F</b>	<b>Other Costs Not Included</b>												
F-1	Funding / AIS Requirements	Regulatory Requirements	Closed	\$ -			Authority confirmed these requirements will not be applicable this GMP						
F-2	Owner Direct Purchase Tax Savings	Procurement		\$ (651,000)			Rough estimate of ODP Tax Savings.						
F-3	Chemical & Utility Costs for Start-Up	Excluded Scope	No Change	-	-	-	Authority to provide all utility and chemical requirements for start-up and testing of the new facility.						
F-4	Second Construction Phase for Roadway Improvements Through Wetlands	Excluded Scope	Mitigated	-			Associated work has been move out of this contract.						
F-5	Primary Electrical Feeds Coordination (By Other Contractor)	Other Project Stakeholders	No Change	-			Communicate schedule requirements with Authority Consider back up power plan for testing						
F-6	Other Contractors On & Off Site	Other	No Change	-	-	-	Coordinate requirements of the Authority's overall improvements to understand and anticipate the requirements to mitigate impacts. Assumption is that work by others will not prevent access to site or work areas.						
									<b>\$38,842,000</b>	<b>\$14,600,000</b>	<b>\$24,242,000</b>	<b>\$0</b>	

\*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 5 – SCHEDULE

Activity ID	Activity Name	Days	Start	Finish	2026												2027												2028												29			
					Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S		Oct	N	D
<b>Peace River Facility Expansion DB GMP</b>																																												
<b>PDB Expansion</b>																																												
<b>Phase 1 - Preconstruction</b>																																												
<b>Milestones</b>																																												
P1-M130	Phase 2 Final GMP Submission	0		14-Nov-25	◆ Phase 2 Final GMP Submission																																							
<b>Filtration Structural Design Package</b>																																												
A1015	Filtration Structural - Permit Design Package - Review	3	25-Sep-25 A	14-Oct-25	Filtration Structural - Permit Design Package - Review																																							
A1020	Filtration Structural - IFC Design Package	35	15-Oct-25	04-Dec-25	Filtration Structural - IFC Design Package																																							
<b>Pretreatment Structural Design Package</b>																																												
A1070	Pretreatment Structural - Permit Design Package	45	28-Jul-25 A	15-Dec-25	Pretreatment Structural - Permit Design Package																																							
A1075	Pretreatment Structural - Permit Design Package - Review	15	16-Dec-25	07-Jan-26	Pretreatment Structural - Permit Design Package - Review																																							
A1080	Pretreatment Structural - IFC Design Package	35	08-Jan-26	27-Feb-26	Pretreatment Structural - IFC Design Package																																							
<b>Remaining Design Package</b>																																												
A1100	Remainder of Design - Permit Design Package	78	28-Jul-25 A	03-Feb-26	Remainder of Design - Permit Design Package																																							
A1105	Remainder of Design - Permit Design Package - Review	20	04-Feb-26	04-Mar-26	Remainder of Design - Permit Design Package - Review																																							
A1110	Remainder of Design - IFC Design Package	61	05-Mar-26	29-May-26	Remainder of Design - IFC Design Package																																							
<b>Permitting</b>																																												
<b>DeSoto County</b>																																												
<b>General / Site</b>																																												
PM-C150	DeSoto County Improvement Plan Review	20	16-Jun-25 A	06-Nov-25	DeSoto County Improvement Plan Review																																							
PM-P100	Procure Private Provider Services for Building Permits	30	20-Oct-25	02-Dec-25	Procure Private Provider Services for Building Permits																																							
<b>Filtration Structural</b>																																												
A1120	DeSoto County - Filtration Early Structural Permit - Submit	5	03-Dec-25	09-Dec-25	DeSoto County - Filtration Early Structural Permit - Submit																																							
A1130	DeSoto County - Filtration Early Structural Permit - Review	35	10-Dec-25	30-Jan-26	DeSoto County - Filtration Early Structural Permit - Review																																							
A1140	DeSoto County - Filtration Early Structural Permit - Issue Permit	5	02-Feb-26	06-Feb-26	DeSoto County - Filtration Early Structural Permit - Issue Permit																																							
<b>Pretreatment Structural</b>																																												
A1180	DeSoto County - Pretreatment Early Structural Permit - Submit	5	16-Dec-25	22-Dec-25	DeSoto County - Pretreatment Early Structural Permit - Submit																																							
A1190	DeSoto County - Pretreatment Early Structural Permit - Review	35	23-Dec-25	12-Feb-26	DeSoto County - Pretreatment Early Structural Permit - Review																																							
A1200	DeSoto County - Pretreatment Early Structural Permit - Issue Permit	5	13-Feb-26	20-Feb-26	DeSoto County - Pretreatment Early Structural Permit - Issue Permit																																							
<b>Building Permits</b>																																												
A1240	DeSoto County - Final Building Permit(s) - Submit	5	04-Feb-26	10-Feb-26	DeSoto County - Final Building Permit(s) - Submit																																							
A1250	DeSoto County - Final Building Permit(s) - Review	35	11-Feb-26	01-Apr-26	DeSoto County - Final Building Permit(s) - Review																																							
A1260	DeSoto County - Final Building Permit(s) - Issue Permit	5	02-Apr-26	08-Apr-26	DeSoto County - Final Building Permit(s) - Issue Permit																																							
<b>Early Procurement / ODP</b>																																												
<b>Early ODP Package - Others</b>																																												
E-260000-170	MV Transformers - Supplied by Others	0		31-Mar-28*	◆ MV Transformers - Supplied by Others																																							
<b>Early ODP Package 1</b>																																												
E-260000-210	LV Switchgear and Switchboards - Issue Contract	10	10-Oct-25	23-Oct-25	LV Switchgear and Switchboards - Issue Contract																																							
E-260000-220	LV Switchgear and Switchboards - Develop Submittal	80	24-Oct-25	20-Feb-26	LV Switchgear and Switchboards - Develop Submittal																																							
E-260000-230	LV Switchgear and Switchboards - Submit for Review	5	23-Feb-26	27-Feb-26	LV Switchgear and Switchboards - Submit for Review																																							
E-260000-240	LV Switchgear and Switchboards - Review and Approve	35	02-Mar-26	17-Apr-26	LV Switchgear and Switchboards - Review and Approve																																							
E-260000-270	LV Switchgear and Switchboards - Fabricate and Deliver	300	20-Apr-26	28-Jun-27	LV Switchgear and Switchboards - Fabricate and Deliver																																							
<b>Early ODP Package 2</b>																																												
E-260000-390	LV MCCs - Issue Contract	10	10-Oct-25	23-Oct-25	LV MCCs - Issue Contract																																							
E-260000-400	LV MCCs - Develop Submittal	80	24-Oct-25	20-Feb-26	LV MCCs - Develop Submittal																																							
E-260000-410	LV MCCs - Submit for Review	5	23-Feb-26	27-Feb-26	LV MCCs - Submit for Review																																							
E-260000-420	LV MCCs - Review and Approve	35	02-Mar-26	17-Apr-26	LV MCCs - Review and Approve																																							
E-260000-430	LV MCCs - Fabricate and Deliver	300	20-Apr-26	28-Jun-27	LV MCCs - Fabricate and Deliver																																							
<b>Cost Estimates and GMP Development</b>																																												

█ Remaining Level of Effort   
█ Remaining Work   
▬ Summary  
▬ Actual Level of Effort   
█ Critical Remaining Work  
█ Actual Work   
◆ Milestone

Peace River Facility Expansion DB GMP  
Draft GMP Schedule

Print Date: 17-Oct-25  
Data Date: 10-Oct-25  
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Activity ID	Activity Name	Days	Start	Finish	2026												2027												2028												29					
					ct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S		Oct	N	D	an	
CM1060	Early Work - Pretreatment & Filters Concrete Bidding	5	04-Aug-25 A	16-Oct-25	Early Work - Pretreatment & Filters Concrete Bidding																																									
CM1090	Final GMP - Develop Draft	6	03-Sep-25 A	17-Oct-25	Final GMP - Develop Draft																																									
CM1070	Early Work - Pretreatment & Filters Concrete Allowance Approval	15	17-Oct-25	06-Nov-25	Early Work - Pretreatment & Filters Concrete Allowance Approval																																									
CM1100	Final GMP - Draft Review	10	20-Oct-25	31-Oct-25	Final GMP - Draft Review																																									
CM1110	Final GMP - Final	10	03-Nov-25	14-Nov-25	Final GMP - Final																																									
<b>Phase 2 - Construction</b>																																														
<b>Milestones</b>																																														
P2-M101	Notice to Proceed - Pretreatment & Filters	0	20-Oct-25*	▶ Notice to Proceed - Pretreatment & Filters																																										
P2-M102	Notice to Proceed - Final GMP	0	05-Jan-26*	◆ Notice to Proceed - Final GMP																																										
P2-M110	Permit(s) Received - Filtration Structural	0	09-Feb-26	◆ Permit(s) Received - Filtration Structural																																										
P2-M130	Permit(s) Received - Pretreatment Structural	0	23-Feb-26	◆ Permit(s) Received - Pretreatment Structural																																										
P2-M140	Permit(s) Received - Final Building Permits	0	09-Apr-26	◆ Permit(s) Received - Final Building Permits																																										
P2-M250	Ready for Commissioning - Electrical Systems	0		08-Sep-27	◆ Ready for Commissioning - Electrical Systems																																									
P2-M240	Ready for Commissioning - Chemical Systems	0		28-Sep-27	◆ Ready for Commissioning - Chemical Systems																																									
P2-M230	Ready for Commissioning - Solids Systems	0		28-Sep-27	◆ Ready for Commissioning - Solids Systems																																									
P2-M210	Ready for Commissioning - Pretreatment	0		30-Sep-27	◆ Ready for Commissioning - Pretreatment																																									
P2-M220	Ready for Commissioning - Filters	0		06-Oct-27	◆ Ready for Commissioning - Filters																																									
P2-M500	Substantial Completion	0		31-Mar-28*	◆ Substantial Completion																																									
P2-M900	Final Completion	0		25-Jul-28	◆ Final Completion																																									
<b>Contingency for Design-Build Risk Items</b>																																														
P2-C500	Schedule Contingency for Substantial Completion	60	03-Apr-28	26-Jun-28*	Schedule Contingency for Substantial Completion																																									
P2-C900	Schedule Contingency for Final Completion	60	26-Jul-28	18-Oct-28*	Schedule Contingency for Final Completion																																									
<b>Procurement</b>																																														
<b>03 Concrete</b>																																														
P-033000-100	Cast-in-Place Concrete - Issue Contract	5	07-Nov-25	13-Nov-25	■ Cast-in-Place Concrete - Issue Contract																																									
P-032000-100	Concrete Reinforcing - Issue Contract	5	07-Nov-25	13-Nov-25	■ Concrete Reinforcing - Issue Contract																																									
P-033000-110	Cast-in-Place Concrete - Develop Submittal	20	14-Nov-25	15-Dec-25	■ Cast-in-Place Concrete - Develop Submittal																																									
P-032000-170	Concrete Reinforcing - Filtration - Develop Submittal	20	14-Nov-25	15-Dec-25	■ Concrete Reinforcing - Filtration - Develop Submittal																																									
P-033000-120	Cast-in-Place Concrete - Submit for Review	5	16-Dec-25	22-Dec-25	■ Cast-in-Place Concrete - Submit for Review																																									
P-032000-110	Concrete Reinforcing - Pretreatment - Develop Submittal	20	16-Dec-25	14-Jan-26	■ Concrete Reinforcing - Pretreatment - Develop Submittal																																									
P-032000-180	Concrete Reinforcing - Filtration - Submit for Review	5	16-Dec-25	22-Dec-25	■ Concrete Reinforcing - Filtration - Submit for Review																																									
P-033000-130	Cast-in-Place Concrete - Review and Approve	25	23-Dec-25	29-Jan-26	■ Cast-in-Place Concrete - Review and Approve																																									
P-032000-190	Concrete Reinforcing - Filtration - Review and Approve	20	23-Dec-25	22-Jan-26	■ Concrete Reinforcing - Filtration - Review and Approve																																									
P-032000-120	Concrete Reinforcing - Pretreatment - Submit for Review	5	15-Jan-26	22-Jan-26	■ Concrete Reinforcing - Pretreatment - Submit for Review																																									
P-032000-130	Concrete Reinforcing - Pretreatment - Review and Approve	25	23-Jan-26	27-Feb-26	■ Concrete Reinforcing - Pretreatment - Review and Approve																																									
P-032000-200	Concrete Reinforcing - Filtration - Fabricate and Deliver	20	23-Jan-26	20-Feb-26	■ Concrete Reinforcing - Filtration - Fabricate and Deliver																																									
P-033000-160	Cast-in-Place Concrete - Fabricate and Deliver	20	30-Jan-26	27-Feb-26	■ Cast-in-Place Concrete - Fabricate and Deliver																																									
P-034000-100	Precast Concrete - Issue Contract	10	04-Feb-26	18-Feb-26	■ Precast Concrete - Issue Contract																																									
P-032000-210	Concrete Reinforcing - Remaining Structures - Develop Submittal	20	04-Feb-26	04-Mar-26	■ Concrete Reinforcing - Remaining Structures - Develop Submittal																																									
P-034000-110	Precast Concrete - Develop Submittal	30	19-Feb-26	01-Apr-26	■ Precast Concrete - Develop Submittal																																									
P-032000-160	Concrete Reinforcing - Pretreatment - Fabricate and Deliver	20	02-Mar-26	27-Mar-26	■ Concrete Reinforcing - Pretreatment - Fabricate and Deliver																																									
P-032000-220	Concrete Reinforcing - Remaining Structures - Submit for Review	5	05-Mar-26	11-Mar-26	■ Concrete Reinforcing - Remaining Structures - Submit for Review																																									
P-032000-230	Concrete Reinforcing - Remaining Structures - Review and Approve	15	12-Mar-26	01-Apr-26	■ Concrete Reinforcing - Remaining Structures - Review and Approve																																									
P-034000-120	Precast Concrete - Submit for Review	5	02-Apr-26	08-Apr-26	■ Precast Concrete - Submit for Review																																									
P-032000-240	Concrete Reinforcing - Remaining Structures - Fabricate and Deliver	20	02-Apr-26	29-Apr-26	■ Concrete Reinforcing - Remaining Structures - Fabricate and Deliver																																									
P-034000-130	Precast Concrete - Review and Approve	30	09-Apr-26	20-May-26	■ Precast Concrete - Review and Approve																																									
P-034000-200	Prestressed Concrete Tank - Issue Contract	10	09-Apr-26	22-Apr-26	■ Prestressed Concrete Tank - Issue Contract																																									
P-034000-210	Prestressed Concrete Tank - Develop Submittal	60	23-Apr-26	17-Jul-26	■ Prestressed Concrete Tank - Develop Submittal																																									
P-034000-160	Precast Concrete - Fabricate and Deliver	50	21-May-26	31-Jul-26	■ Precast Concrete - Fabricate and Deliver																																									
P-034000-220	Prestressed Concrete Tank - Submit for Review	5	20-Jul-26	24-Jul-26	■ Prestressed Concrete Tank - Submit for Review																																									

■ Remaining Level of Effort    ■ Remaining Work    ▶ Summary  
■ Actual Level of Effort    ■ Critical Remaining Work  
■ Actual Work    ◆ Milestone

Peace River Facility Expansion DB GMP  
Draft GMP Schedule

Print Date: 17-Oct-25

Data Date: 10-Oct-25

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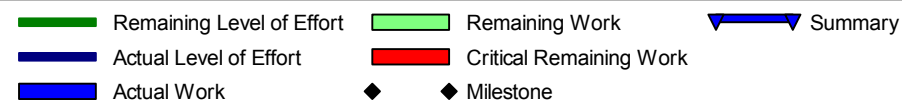
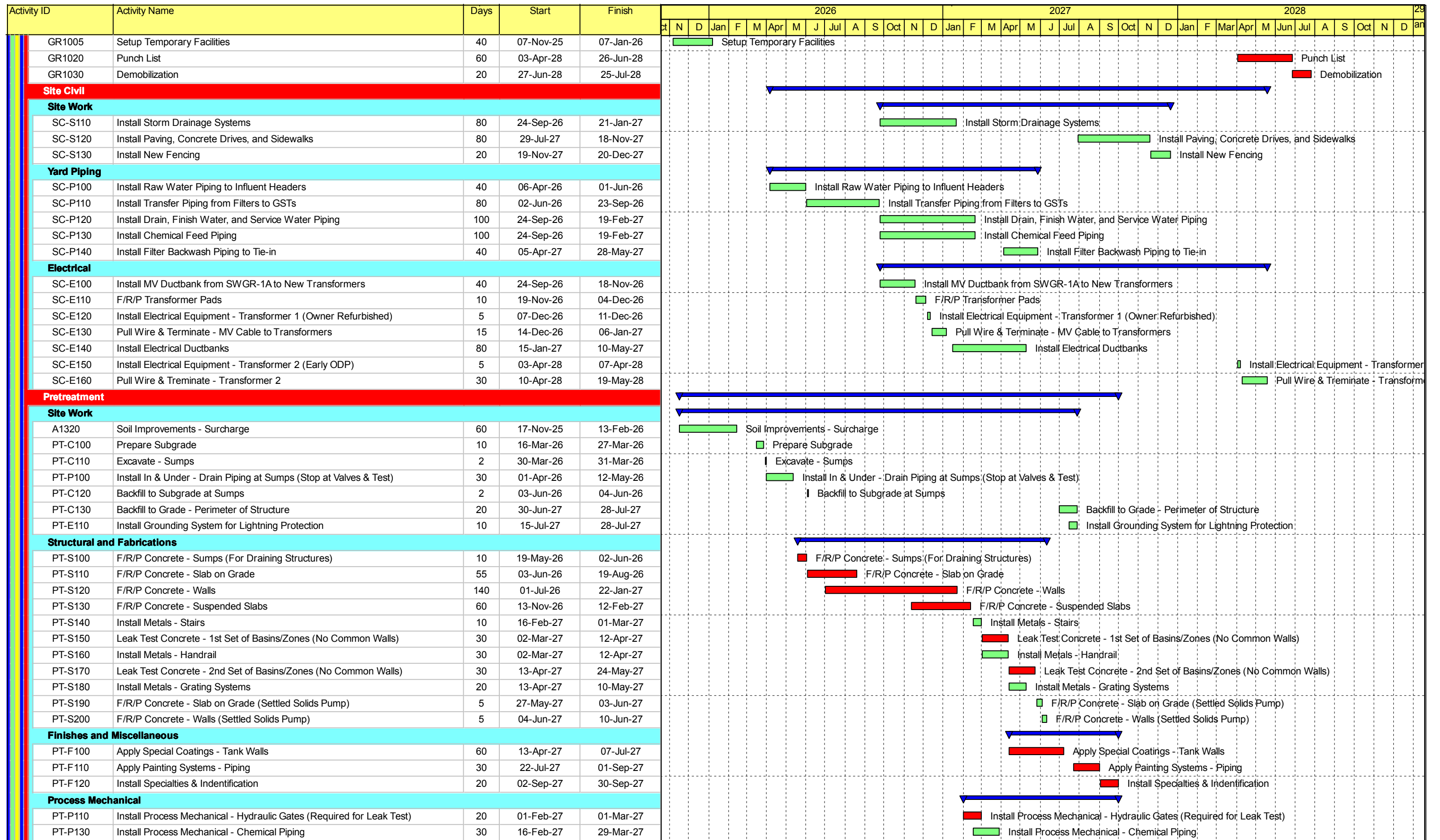








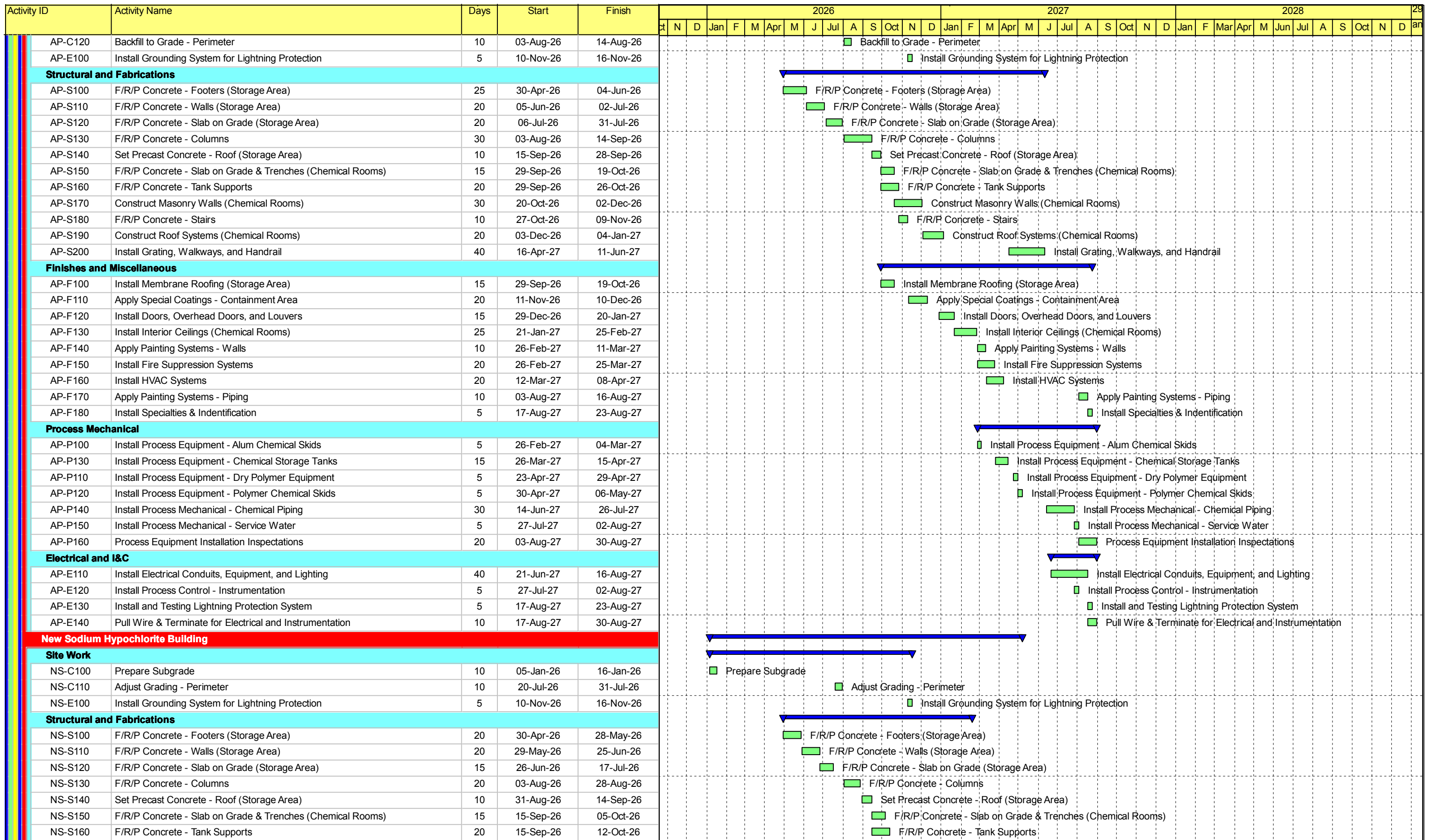
















## SECTION 6 – BID DOCUMENTS

### 6.1 List of Bid Documents

The GMP is based on the following documents:

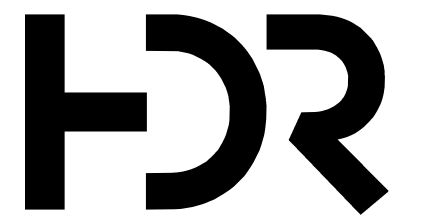
- Bid Packages issued by Wharton-Smith on September 3<sup>rd</sup>, 2025. Each Bid Package includes:
  - Bid Manual
  - Exhibit A – Scope of Work
  - Exhibit B – Bid Form
- Filter Structure Package GMP Drawings, dated June 2025
- Remainder of Design Package GMP Drawings, dated July 2025
- Technical Specifications, dated July 2025
- Preliminary Geotechnical Report
- Geotechnical Report
- Project Schedule
- Owner Agreement
- Bid Addendum 1, issued by Wharton-Smith on September 9<sup>th</sup>, 2025.
  - Bid Addendum 1 Attachment 1 Project Specifications Revised 25.09.09
  - Bid Addendum 1 Attachment 2 Wharton-Smith Safety Manual
- Bid Addendum 2, issued by Wharton-Smith on September 25<sup>th</sup>, 2025
  - Bid Addendum 2 Attachment 1 Bid Questions and Responses
  - Bid Addendum 2 Attachment 2 Revised Specification 43 11 00 – Positive Displacement Blower Packages
  - Bid Addendum 2 Attachment 3 Revised Specification 43 23 57 3.03 A Table
  - Bid Addendum 2 Attachment 4 Revised Specification 43 24 10 – Vertical Turbine Pumps
  - Bid Addendum 2 Attachment 5 Revised Specification 46 33 67 1.02 C Table
- Bid Addendum 3, issued by Wharton-Smith on October 6<sup>th</sup>, 2025
  - Bid Addendum 3 Attachment 1 Revised Cast-In-Place Concrete Exhibit B – Bid Form

## 6.2 Drawings List

The Drawing Index Sheets are included herein to provide a list of the drawings used to develop the GMP.



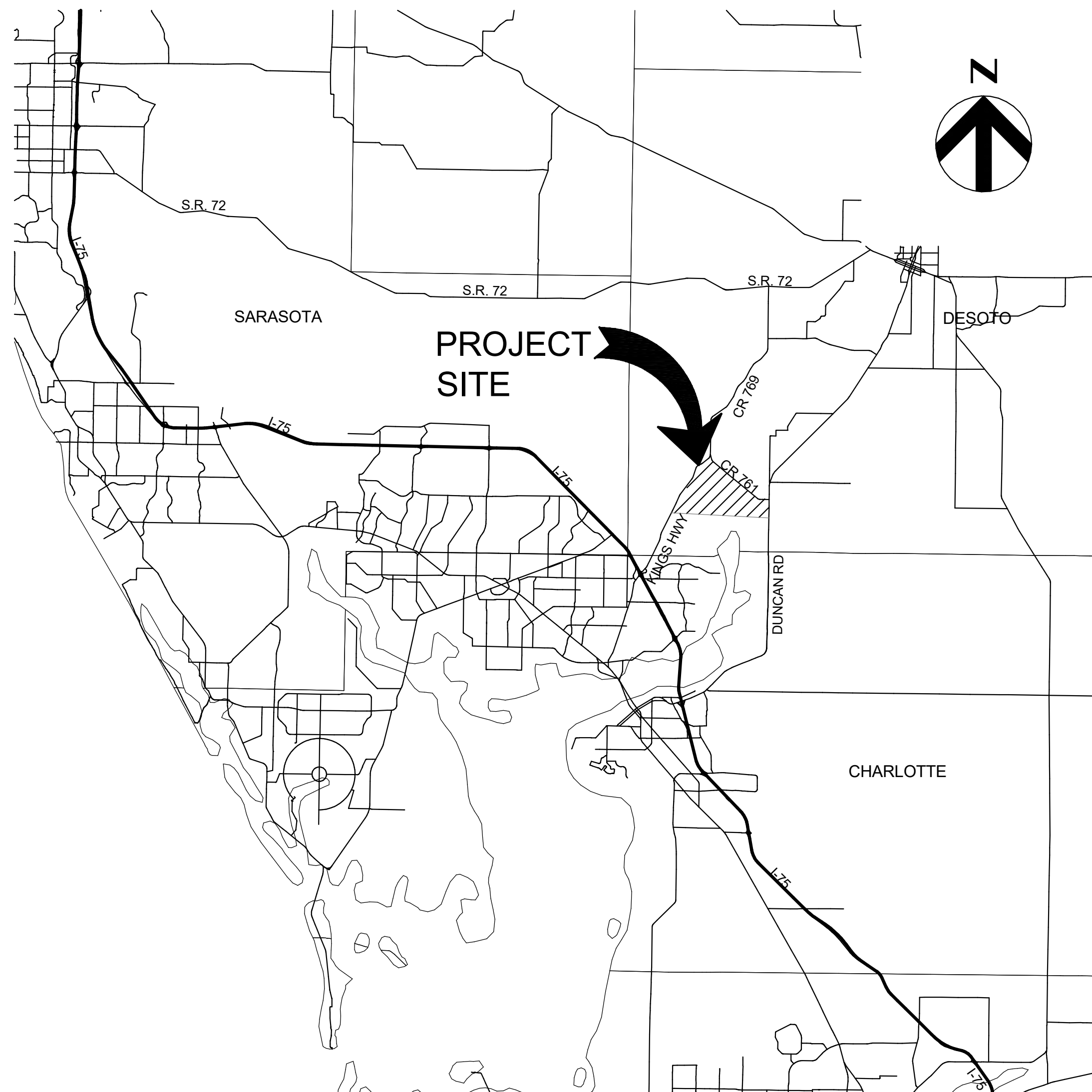
**Hazen**



HDR Engineering, Inc.  
4830 W. Kennedy Blvd, Suite 400  
Tampa, FL 33609-2548  
813.282.2300



**ARDURRA**



Contract Drawings For

# Peace River Facility (PRF) Expansion Project

## Peace River Manasota Regional Water Supply Authority

### Remainder of Design Package GMP Submittal

HAZEN AND SAWYER Project No.  
41202-000

DeSoto County, Florida  
July 2025

ISSUED FOR REVIEW  
NOT FOR CONSTRUCTION

GENERAL

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like G000-001 COVER SHEET, G000-002 INDEX I, G000-003 INDEX II, G000-004 LEGEND AND ABBREVIATIONS, G000-005 GENERAL NOTES, G000-007 PROCESS FLOW DIAGRAM - LIQUID PROPOSED I, G000-008 HYDRAULIC PROFILE - LIQUID PROPOSED, G000-009 PROCESS FLOW DIAGRAM - SOLIDS PROPOSED, G000-011 HYDRAULIC PROFILE - SUPERNATANT, G000-012 HYDRAULIC PROFILE - SLUDGE

DEMOLITION

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like D080-001 EXISTING GRAVITY THICKENER IMPROVEMENTS OVERALL DEMOLITION PLAN, D080-002 EXISTING GRAVITY THICKENER IMPROVEMENTS DEMOLITION SECTIONS, D090-001 EXISTING DEWATERING SYSTEM, D130-001 EXISTING SODIUM HYPOCHLORITE/AMMONIA/CAUSTIC STORAGE AREA

CIVIL

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like C000-001 NOTES CIVIL, C000-002 SWPPP CIVIL, C001-101 PROJECT LIMITS PLAN OVERALL SITE, C001-102 FLUCCS PLAN OVERALL SITE, C001-103 DEMOLITION AND EROSION CONTROL PLAN OVERALL SITE, C001-104 KEY PLAN OVERALL SITE, C002-101 ENLARGED PLAN I GRADING, PAVING AND DRAINAGE, C002-102 ENLARGED PLAN II GRADING, PAVING AND DRAINAGE, C002-103 ENLARGED PLAN III GRADING, PAVING AND DRAINAGE, C002-104 ENLARGED PLAN IV GRADING, PAVING AND DRAINAGE, C002-105 ENLARGED PLAN V GRADING, PAVING AND DRAINAGE, C002-106 ENLARGED PLAN VI GRADING, PAVING AND DRAINAGE, C002-107 ENLARGED PLAN VII GRADING, PAVING AND DRAINAGE, C002-108 ENLARGED PLAN VIII GRADING, PAVING AND DRAINAGE, C002-109 ENLARGED PLAN IX GRADING, PAVING AND DRAINAGE, C002-110 ENLARGED PLAN X GRADING, PAVING AND DRAINAGE, C002-111 ENLARGED PLAN XI GRADING, PAVING AND DRAINAGE, C002-112 ENLARGED PLAN XII GRADING, PAVING AND DRAINAGE, C002-201 SECTIONS I GRADING, PAVING AND DRAINAGE, C002-501 DETAILS I GRADING, PAVING AND DRAINAGE, C003-101 OVERALL PLAN YARD PIPING, C003-301 ENLARGED PLAN NO.301 YARD PIPING, C003-302 ENLARGED PLAN NO.302 YARD PIPING, C003-303 ENLARGED PLAN NO.303 YARD PIPING, C003-304 ENLARGED PLAN NO.304 YARD PIPING, C003-305 ENLARGED PLAN NO.305 YARD PIPING, C003-306 ENLARGED PLAN NO.306 YARD PIPING, C003-307 ENLARGED PLAN NO.307 YARD PIPING, C003-308 ENLARGED PLAN NO.308 YARD PIPING, C003-309 ENLARGED PLAN NO.309 YARD PIPING, C003-310 ENLARGED PLAN NO.310 YARD PIPING, C003-311 ENLARGED PLAN NO.311 YARD PIPING, C003-312 ENLARGED PLAN NO.312 YARD PIPING, C003-313 FITTINGS AND VALVES TABLE YARD PIPING, C003-401 STA 0+00 TO 4+50 42-INCH RAW PLAN AND PROFILE, C003-402 STA 4+50 TO 7+36 42-INCH RAW PLAN AND PROFILE, C003-403 STA 0+00 TO 1+70 30-INCH RAW PLAN AND PROFILE, C003-404 STA 0+00 TO 2+10 36-INCH FILTER FEED PLAN AND PROFILE, C003-405 STA 0+00 TO 3+50 24-INCH BACKWASH PLAN AND PROFILE, C003-406 STA 3+50 TO 5+28 24-INCH BACKWASH PLAN AND PROFILE, C003-407 STA 0+00 TO 4+50 36-INCH FINISHED WATER PLAN AND PROFILE, C003-408 STA 4+50 TO 9+50 36-INCH FINISHED WATER PLAN AND PROFILE, C003-409 STA 9+50 TO 14+50 36-INCH FINISHED WATER PLAN AND PROFILE, C003-410 STA 14+50 TO 19+40 36-INCH FINISHED WATER PLAN AND PROFILE, C003-411 STA 0+00 TO 3+00 8-INCH SLUDGE PLAN AND PROFILE, C003-412 STA 3+00 TO 6+00 8-INCH SLUDGE PLAN AND PROFILE, C003-413 STA 6+00 TO 11+00 8-INCH SLUDGE PLAN AND PROFILE, C003-414 STA 11+00 TO 14+43 8-INCH SLUDGE PLAN AND PROFILE, C003-415 STA 0+00 TO 2+72 FROM BLENDING TANK 12-INCH THICKENED SLUDGE PLAN AND PROFILE, C003-416 STA 0+00 TO 1+47 TO BLENDING TANK 12-INCH THICKENED SLUDGE PLAN AND PROFILE, C003-417 STA 0+00 TO 1+27 12-INCH DRAIN PLAN AND PROFILE, C003-501 METER VAULT AND TIE-IN DETAILS YARD PIPING PLAN, C003-502 METER FACILITY TIE-IN DETAIL YARD PIPING PLAN, C003-503 CHEMICAL FEED SCHEMATIC YARD PIPING PLAN, C003-504 CHEMICAL FEED DETAILS YARD PIPING PLAN, C003-505 CHEMICAL FEED DETAILS YARD PIPING PLAN, C003-506 DETAILS (1) YARD PIPING PLAN, C003-507 DETAILS (2) YARD PIPING, C003-508 DETAILS (3) YARD PIPING, C003-509 DETAILS (4) YARD PIPING, C003-510 DETAILS (5) YARD PIPING, C003-511 DETAILS (6) YARD PIPING, C003-512 DETAILS (7) YARD PIPING, C003-513 DETAILS (8) YARD PIPING

ARCHITECTURAL

Table with 3 columns: DRAWING NO, SHEET NAME, and description. Includes items like A030-001 FILTERS FACILITY ISOMETRIC, A030-002 FILTERS FACILITY SCHEDULES, A030-003 FILTERS FACILITY CODE ANALYSIS, A030-101 FILTERS FACILITY LOWER FLOOR LIFE SAFETY PLAN, A030-102 FILTERS FACILITY UPPER FLOOR LIFE SAFETY PLAN, A030-103 FILTERS FACILITY LOWER FLOOR PLAN, A030-104 FILTERS FACILITY UPPER FLOOR PLAN, A030-105 FILTERS FACILITY COVER ROOF PLAN, A030-201 FILTERS FACILITY COVER ELEVATIONS, A030-202 FILTERS FACILITY COVER ELEVATIONS, A030-203 FILTERS FACILITY COVER ELEVATIONS, A030-204 FILTERS FACILITY COVER ELEVATIONS, A030-205 FILTERS FACILITY COVER BUILDING SECTIONS, A030-206 FILTERS FACILITY COVER BUILDING SECTIONS, A030-207 FILTERS FACILITY COVER BUILDING SECTIONS, A030-501 COVER DETAILS, A100-001 ALUMINUM STORAGE AND FEED BUILDING BUILDING ISOMETRIC, A100-002 ALUMINUM STORAGE AND FEED BUILDING SCHEDULES, A100-003 ALUMINUM STORAGE AND FEED BUILDING CODE ANALYSIS, A100-101 ALUMINUM STORAGE AND FEED BUILDING LIFE SAFETY PLAN, A100-102 ALUMINUM STORAGE AND FEED BUILDING FLOOR PLAN, A100-103 ALUMINUM STORAGE AND FEED BUILDING ROOF PLAN, A100-104 ALUMINUM STORAGE AND FEED BUILDING REFLECTED CEILING PLAN, A100-201 ALUMINUM STORAGE AND FEED BUILDING ELEVATIONS, A100-202 ALUMINUM STORAGE AND FEED BUILDING ELEVATIONS, A100-203 ALUMINUM STORAGE AND FEED BUILDING BUILDING SECTIONS, A100-204 ALUMINUM STORAGE AND FEED BUILDING BUILDING SECTIONS, A125-001 PAC STORAGE AND METERING PUMPS BUILDING ISOMETRIC, A125-002 PAC STORAGE AND METERING PUMPS SCHEDULES, A125-003 PAC STORAGE AND METERING PUMPS CODE ANALYSIS, A125-101 PAC STORAGE AND METERING PUMPS LIFE SAFETY PLANS, A125-102 PAC STORAGE AND METERING PUMPS FLOOR PLAN, A125-103 PAC STORAGE AND METERING PUMPS ROOF PLAN, A125-104 PAC STORAGE AND METERING PUMPS REFLECTED CEILING PLAN, A125-201 PAC STORAGE AND METERING PUMPS ELEVATIONS, A125-202 PAC STORAGE AND METERING PUMPS ELEVATIONS, A125-301 PAC STORAGE AND METERING PUMPS BUILDING SECTIONS, A125-302 PAC STORAGE AND METERING PUMPS BUILDING SECTIONS, A145-001 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING BUILDING ISOMETRIC, A145-002 ALUMINUM STORAGE AND FEED BUILDING SCHEDULES, A145-003 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING CODE ANALYSIS, A145-101 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING LIFE SAFETY PLAN, A145-102 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FLOOR PLAN, A145-103 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ROOF PLAN, A145-104 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING REFLECTED CEILING PLAN, A145-201 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ELEVATIONS, A145-202 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING ELEVATIONS, A145-301 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING BUILDING SECTIONS, A155-101 EXISTING HYPOCHLORITE BUILDING LIFE SAFETY PLAN, A190-001 PLANT 5 AND 6 ELECTRICAL BUILDING ISOMETRIC, A190-002 PLANT 5 AND 6 ELECTRICAL BUILDING SCHEDULES, A190-003 PLANT 5 AND 6 ELECTRICAL BUILDING CODE ANALYSIS, A190-101 PLANT 5 AND 6 ELECTRICAL BUILDING LIFE SAFETY PLAN, A190-102 PLANT 5 AND 6 ELECTRICAL BUILDING FLOOR PLAN, A190-103 PLANT 5 AND 6 ELECTRICAL BUILDING ROOF PLAN, A190-201 PLANT 5 AND 6 ELECTRICAL BUILDING BUILDING ELEVATIONS, A190-202 PLANT 5 AND 6 ELECTRICAL BUILDING BUILDING ELEVATIONS, A190-301 PLANT 5 AND 6 ELECTRICAL BUILDING BUILDING SECTIONS, A190-501 PLANT 5 AND 6 ELECTRICAL BUILDING ARCHITECTURE DETAILS, A199-001 TYPICAL DETAILS

STRUCTURAL

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like S001-001 STRUCTURAL GENERAL NOTES, S001-002 STRUCTURAL ABBREVIATIONS & LEGEND, S015-101 RAW WATER FLOW METERS FOUNDATION PLAN & SECTION, S020-101 PRE-TREATMENT FACILITY OVERALL PLAN, S020-102 PRE-TREATMENT FACILITY FOUNDATION PLAN, S020-103 PRE-TREATMENT FACILITY PLAN AT EL. 38.50 UNO, S020-104 PRE-TREATMENT FACILITY PLAN AT EL. 50.00 UNO, S020-201 PRE-TREATMENT FACILITY SECTIONS, S020-202 PRE-TREATMENT FACILITY SECTIONS, S020-203 PRE-TREATMENT FACILITY SECTION, S020-204 PRE-TREATMENT FACILITY SECTION, S020-205 PRE-TREATMENT FACILITY SECTION, S020-206 PRE-TREATMENT FACILITY SECTION, S020-301 PRE-TREATMENT FACILITY ENLARGED WALKWAY PLAN, S020-401 PRE-TREATMENT FACILITY SECTIONS, S020-501 PRE-TREATMENT FACILITY DETAILS, S020-502 PRE-TREATMENT FACILITY DETAILS, S020-503 PRE-TREATMENT FACILITY DETAILS, S020-504 PRE-TREATMENT FACILITY DETAILS, S020-505 PRE-TREATMENT FACILITY DETAILS, S020-506 PRE-TREATMENT FACILITY DETAILS, S020-507 PRE-TREATMENT FACILITY DETAILS, S030-101 FILTER FACILITY FOUNDATION PLAN, S030-102 FILTER FACILITY PLAN AT EL. 45.00, S030-201 FILTER FACILITY SECTION A, S030-202 FILTER FACILITY SECTION B, S030-203 FILTER FACILITY SECTION C, S030-501 FILTER FACILITY DETAIL, S030-502 FILTER FACILITY DETAIL, S030-503 FILTER FACILITY DETAILS, S030-504 FILTER FACILITY DETAILS, S080-101 EXISTING GRAVITY THICKENER IMPROVEMENTS PLAN AT EL. 20.25, S080-201 EXISTING GRAVITY THICKENER IMPROVEMENTS SECTION, S090-101 EXISTING DEWATERING BUILDING & BLENDING TANK FOUNDATION PLAN, S090-201 EXISTING DEWATERING BUILDING & BLENDING TANK SECTION A, S090-202 EXISTING DEWATERING BUILDING & BLENDING TANK SECTION B, S100-101 ALUM/POLYMER STORAGE AND FEED BUILDING FOUNDATION PLAN, S100-102 ALUM/POLYMER STORAGE AND FEED BUILDING EQUIPMENT PAD PLAN, S100-103 ALUM/POLYMER STORAGE AND FEED BUILDING ROOF ELEVATED PLATFORM, S100-104 ALUM/POLYMER STORAGE AND FEED BUILDING ROOF FRAMING PLAN, S100-201 ALUM/POLYMER STORAGE AND FEED BUILDING SECTION A, S100-202 ALUM/POLYMER STORAGE AND FEED BUILDING SECTION B, S100-203 ALUM/POLYMER STORAGE AND FEED BUILDING SECTION C, S100-501 ALUM/POLYMER STORAGE AND FEED BUILDING DETAILS, S125-101 PAC STORAGE AND METERING PUMPS FOUNDATION PLAN, S125-102 PAC STORAGE AND METERING PUMPS PLAN AT EL. 49.00, S125-103 PAC STORAGE AND METERING PUMPS TRUSS PLAN, S125-201 PAC STORAGE AND METERING PUMPS SECTION, S125-202 PAC STORAGE AND METERING PUMPS SECTIONS, S125-501 PAC STORAGE AND METERING PUMPS DETAILS, S125-502 PAC STORAGE AND METERING PUMPS DETAILS, S130-101 CAUSTIC STORAGE & FEED BUILDING EXISTING FOUNDATION PLAN, S145-101 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING FOUNDATION PLAN, S145-102 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING EQUIPMENT PAD PLAN, S145-103 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING ELEVATED WALKWAY PLAN, S145-104 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING ROOF FRAMING PLAN, S145-201 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING SECTION A, S145-202 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING SECTION B, S145-203 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING SECTION C, S145-501 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING DETAILS, S145-502 SODIUM HYPOCHLORITE STORAGE & FEED BUILDING DETAILS, S190-101 PLANT 5 AND 6 ELECTRICAL BUILDING FOUNDATION PLAN, S190-102 PLANT 5 AND 6 ELECTRICAL BUILDING FRAMING PLAN, S190-201 PLANT 5 AND 6 ELECTRICAL BUILDING SECTIONS & DETAIL, S190-501 PLANT 5 AND 6 ELECTRICAL BUILDING DETAILS, S199-501 STRUCTURAL STANDARD DETAILS, S199-502 STRUCTURAL STANDARD DETAILS, S199-503 STRUCTURAL STANDARD DETAILS, S199-504 STRUCTURAL STANDARD DETAILS, S199-505 STRUCTURAL STANDARD DETAILS, S199-506 STRUCTURAL STANDARD DETAILS, S199-507 STRUCTURAL STANDARD DETAILS, S199-508 STRUCTURAL STANDARD DETAILS, S199-509 STRUCTURAL STANDARD DETAILS, S199-510 STRUCTURAL STANDARD DETAILS

MECHANICAL

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like M015-101 RAW WATER FLOW METER PLAN, M015-201 RAW WATER FLOW METER SECTIONS I, M020-101 PRE-TREATMENT FACILITY TOP PLAN, M020-102 PRE-TREATMENT FACILITY BOTTOM PLAN, M020-201 PRE-TREATMENT FACILITY SECTIONS I, M020-202 PRE-TREATMENT FACILITY SECTIONS II, M020-301 FOCULATION ENLARGED PLAN, M020-302 SEDIMENTATION BASIN ENLARGED PLAN, M020-401 PRE-TREATMENT FACILITY SECTIONS I, M020-402 PRE-TREATMENT FACILITY SECTIONS II, M025-301 CHLORINE CONTACT CHAMBER TOP AND BOTTOM PLAN, M025-401 CHLORINE CONTACT CHAMBER SECTIONS I, M030-101 FILTERS FACILITY BOTTOM PLAN, M030-102 FILTERS FACILITY INTERMEDIATE PLAN, M030-103 FILTERS FACILITY TOP PLAN, M030-201 FILTERS FACILITY SECTIONS I, M030-202 FILTERS FACILITY SECTIONS II, M030-301 FILTERS FACILITY ENLARGED AND SECTIONS, M035-101 TRANSFER PUMP STATION - CLEARWELL PLANS, M035-102 TRANSFER PUMP STATION - CLEARWELL PLANS, M035-201 TRANSFER PUMP STATION - CLEARWELL SECTIONS, M035-202 FILTER BACKWASH PUMP STATION - CLEARWELL PLAN AND SECTIONS, M080-101 EXISTING GRAVITY THICKENER IMPROVEMENTS OVERALL PLAN, M080-201 EXISTING GRAVITY THICKENER IMPROVEMENTS SECTIONS, M080-501 EXISTING GRAVITY THICKENER DETAILS, M080-502 EXISTING GRAVITY THICKENER DETAILS, M090-101 DEWATERING BUILDING PLAN, M090-201 DEWATERING BUILDING SECTIONS I, M090-202 DEWATERING BUILDING SECTIONS II, M090-203 DEWATERING BUILDING SECTIONS III, M100-101 ALUM/POLYMER STORAGE AND FEED BUILDING PLAN, M100-201 ALUM/POLYMER STORAGE AND FEED BUILDING PLAN SECTIONS I, M100-301 ALUM/POLYMER STORAGE AND FEED BUILDING ENLARGED PLAN, M100-302 ALUM/POLYMER STORAGE AND FEED BUILDING CONNECTION DETAIL TO EXISTING FILL LINES, M100-401 ALUM/POLYMER STORAGE AND FEED BUILDING PLAN SECTIONS II, M125-101 PAC STORAGE AND METERING PUMPS BOTTOM PLAN, M125-102 PAC STORAGE AND METERING PUMPS TOP PLAN, M125-201 PAC STORAGE AND METERING PUMPS SECTIONS I, M125-202 PAC STORAGE AND METERING PUMPS SECTIONS II, M125-203 PAC STORAGE AND METERING PUMPS SECTIONS III, M125-204 PAC STORAGE AND METERING PUMPS SECTIONS IV, M130-101 AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING FLOOR PLAN, M130-201 AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING SECTIONS I, M130-301 AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING ENLARGED PLAN, M130-401 AMMONIUM HYDROXIDE/CAUSTIC STORAGE AND FEED BUILDING SECTIONS II, M145-101 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING FLOOR PLAN, M145-201 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS I, M145-202 SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SECTIONS II, M155-301 AMMONIUM HYDROXIDE STORAGE AND FEED BUILDING ENLARGED PLAN I, M155-302 AMMONIUM HYDROXIDE STORAGE AND FEED BUILDING ENLARGED PLAN II, M155-401 AMMONIUM HYDROXIDE STORAGE AND FEED BUILDING SECTIONS I, M199-001 PROCESS MECHANICAL STANDARD DETAILS SHEET 1, M199-002 PROCESS MECHANICAL STANDARD DETAILS SHEET 2, M199-003 PROCESS MECHANICAL STANDARD DETAILS SHEET 3, M199-004 PROCESS MECHANICAL STANDARD DETAILS SHEET 4, M199-005 PROCESS MECHANICAL STANDARD DETAILS SHEET 5

NOTES: 1. GREY FONT IDENTIFIES SHEETS PROVIDED IN PREVIOUSLY SUBMITTED GMP PACKAGES.

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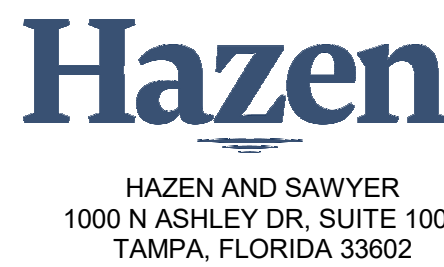


Table with 3 columns: ISSUE, DATE, DESCRIPTION. Includes entry: 2 07/2025 REMAINDER OF DESIGN PACKAGE - GMP SUBMITTAL

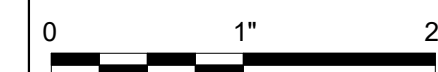
Table with 2 columns: PROJECT MANAGER, A. COLEMAN, P.E.; DESIGNED BY, A. COLEMAN; DRAWN BY, E. XHFAFA; CHECKED BY, A. COLEMAN; PROJECT NUMBER, 41202-000

PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING



PEACE RIVER FACILITY (PRF) EXPANSION PROJECT DESOTO COUNTY, FLORIDA

INDEX I



FILENAME | 41202-000-HS-GEN-G.rvt SHEET | G000-002 SCALE | 12" = 1'-0"



### HVAC

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P100-102	ALUMINUM STORAGE AND FEED BUILDING PLUMBING WASTE OVERALL PLAN
P100-103	ALUMINUM STORAGE AND FEED BUILDING PLUMBING SUPPLY ENLARGED PLAN
P100-104	ALUMINUM STORAGE AND FEED BUILDING PLUMBING SUPPLY ENLARGED PLAN
P100-105	ALUMINUM STORAGE AND FEED BUILDING PLUMBING WASTE ENLARGED PLAN
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P198-001	ALL FACILITIES PLUMBING SCHEDULES
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### HVAC

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H100-101	ALUMINUM STORAGE AND FEED BUILDING HVAC OVERALL PLAN
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F145-001	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING SYMBOLS AND ABBREVIATIONS
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E003-102	ELECTRICAL SITE ENLARGED PLAN
E003-103	ELECTRICAL SITE ENLARGED PLAN
E003-104	ELECTRICAL SITE ENLARGED PLAN
E003-105	ELECTRICAL SITE ENLARGED PLAN
E003-106	ELECTRICAL SITE ENLARGED PLAN
E003-107	ELECTRICAL SITE ENLARGED PLAN
E003-108	ELECTRICAL SITE ENLARGED PLAN
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E003-113	ELECTRICAL SITE ENLARGED PLAN
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E020-301	PRE-TREATMENT FACILITY ENLARGED PLAN
E020-302	PRE-TREATMENT FACILITY ENLARGED PLAN
E020-303	PRE-TREATMENT FACILITY ENLARGED PLAN
E020-304	PRE-TREATMENT FACILITY ENLARGED PLAN
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E130-101	EXISTING CAUSTIC STORAGE AND FEED BUILDING OVERALL PLAN
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E190-505	DIAGRAM AND ELEVATION MCC 5 AND 6 SINGLE LINE PLANT 5 AND 6 ELECTRICAL BUILDING
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E199-502	MISCELLANEOUS DETAILS STANDARD DETAILS
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E199-504	MISCELLANEOUS DETAILS STANDARD DETAILS
E199-505	MISCELLANEOUS DETAILS STANDARD DETAILS

### INSTRUMENTATION

DRAWING NO	SHEET NAME
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I000-002	PROPOSED NETWORK ARCHITECTURE
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I020-001	FLOCCULATION BASINS & PLATE SETTLERS
I025-001	CHLORINE CONTACT CHAMBERS
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I030-002	FILTRATION OVERVIEW CELLS 60-66
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I035-002	BACKWASH
I080-001	SLUDGE THICKENING (1 OF 2)
I080-002	SLUDGE THICKENING (2 OF 2)
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I090-002	SLUDGE DEWATERING FACILITY
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I145-001	SODIUM HYPOCHLORITE STORAGE AND FEED SYSTEM
I155-001	AMMONIUM HYDROXIDE STORAGE AND FEED SYSTEM

**NOTES:**  
 1. GREY FONT IDENTIFIES SHEETS PROVIDED IN PREVIOUSLY SUBMITTED GMP PACKAGES.

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ISSUE	DATE	DESCRIPTION
2	07/2025	REMAINDER OF DESIGN PACKAGE - GMP SUBMITTAL

<b>PROJECT MANAGER</b> A. COLEMAN, P.E.	
DESIGNED BY	A. COLEMAN
DRAWN BY	E. XHFAFA
CHECKED BY	A. COLEMAN
<b>PROJECT NUMBER</b>	41202-000

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 OR  
 RECORDING**



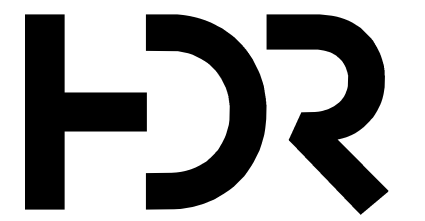
**PEACE RIVER FACILITY  
 (PRF) EXPANSION PROJECT**  
 DESOTO COUNTY, FLORIDA



<b>INDEX II</b>	
<b>FILENAME</b>	41202-000-HS-GEN-G.rvt
<b>SCALE</b>	12" = 1'-0"
<b>SHEET</b>	<b>G000-003</b>



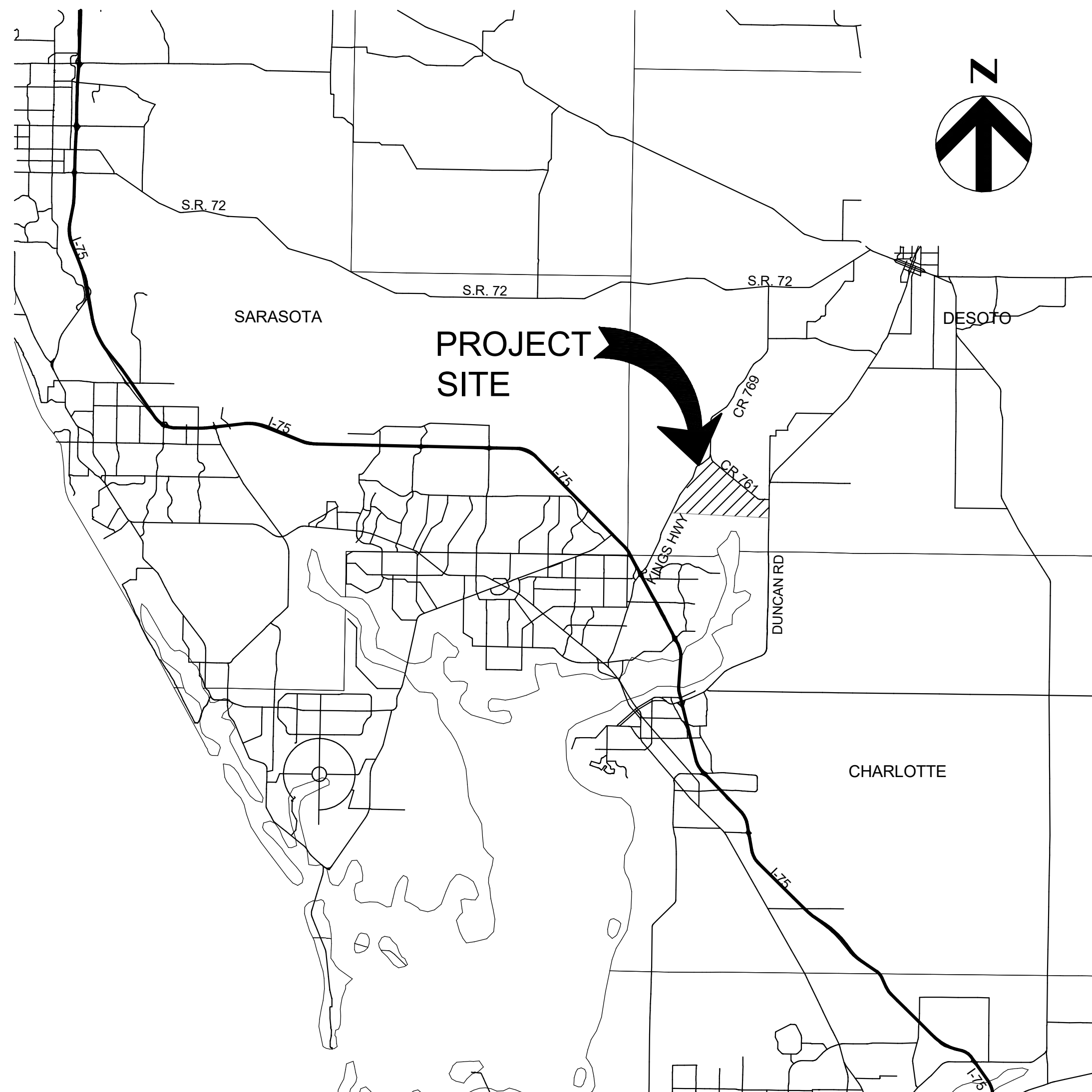
**Hazen**



HDR Engineering, Inc.  
4830 W. Kennedy Blvd, Suite 400  
Tampa, FL 33609-2548  
813.282.2300



**ARDURRA**



Contract Drawings For

# Peace River Facility (PRF) Expansion Project

## Peace River Manasota Regional Water Supply Authority

### Remainder of Design Package GMP Submittal

HAZEN AND SAWYER Project No.  
41202-000

DeSoto County, Florida  
July 2025

ISSUED FOR REVIEW  
NOT FOR CONSTRUCTION

GENERAL

Table with 2 columns: DRAWING NO, SHEET NAME. Includes items like G000-001 COVER SHEET, G000-002 INDEX I, G000-003 INDEX II, G000-004 LEGEND AND ABBREVIATIONS, G000-005 GENERAL NOTES, G000-007 PROCESS FLOW DIAGRAM - LIQUID PROPOSED I, G000-008 HYDRAULIC PROFILE - LIQUID PROPOSED, G000-009 PROCESS FLOW DIAGRAM - SOLIDS PROPOSED, G000-011 HYDRAULIC PROFILE - SUPERNATANT, G000-012 HYDRAULIC PROFILE - SLUDGE

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NOTES: 1. GREY FONT IDENTIFIES SHEETS PROVIDED IN PREVIOUSLY SUBMITTED GMP PACKAGES.

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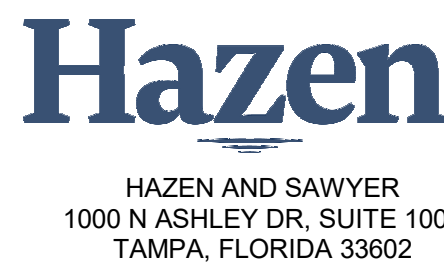


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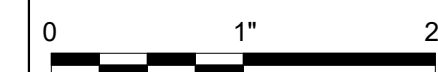
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PRELIMINARY NOT FOR CONSTRUCTION OR RECORDING



PEACE RIVER FACILITY (PRF) EXPANSION PROJECT DESOTO COUNTY, FLORIDA

INDEX I



FILENAME | 41202-000-HS-GEN-G.rvt SCALE | 12" = 1'-0"

SHEET G000-002

### HVAC

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F145-101	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING PLAN
F145-501	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING DETAILS

### ELECTRICAL

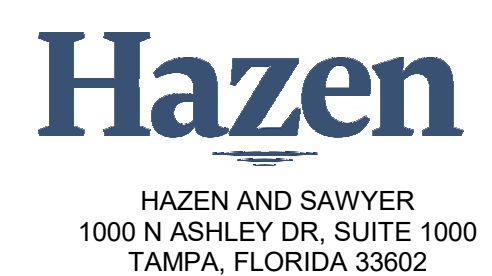
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E000-002	ABBREVIATIONS, AND NOTES LUMINAIRE SCHEDULE GENERAL
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E003-106	ELECTRICAL SITE ENLARGED PLAN
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E130-302	EXISTING CAUSTIC STORAGE AND FEED BUILDING ENLARGED PLAN
E145-101	SODIUM HYPOCHLORITE STORAGE AND FEED BUILDING PLAN
E145-501	SCHEMATIC DIAGRAM AND 145-LP-5/6 SCHEDULE AND FEED BUILDING SODIUM HYPOCHLORITE STORAGE
E190-101	PLANT 5 AND 6 ELECTRICAL BUILDING POWER PLAN
E190-102	PLANT 5 AND 6 ELECTRICAL BUILDING LIGHTING AND RECEPTACLE PLAN
E190-501	SWGR-5/6 SINGLE LINE DIAGRAM AND ELEVATION PLANT 5 AND 6 ELECTRICAL BUILDING
E190-502	PP-5/6 SINGLE LINE DIAGRAM PLANT 5 AND 6 ELECTRICAL BUILDING
E190-503	SWBD-5 SINGLE LINE DIAGRAM AND ELEVATION PLANT 5 AND 6 ELECTRICAL BUILDING
E190-504	SWBD-6 SINGLE LINE DIAGRAM AND ELEVATION PLANT 5 AND 6 ELECTRICAL BUILDING
E190-505	DIAGRAM AND ELEVATION MCC 5 AND 6 SINGLE LINE PLANT 5 AND 6 ELECTRICAL BUILDING
E190-510	PANELBOARD SCHEDULES PLANT 5 AND 6 ELECTRICAL BUILDING
E190-511	SCHEMATIC DIAGRAMS (1 OF 2) PLANT 5 AND 6 ELECTRICAL BUILDING
E190-512	SCHEMATIC DIAGRAMS (2 OF 2) PLANT 5 AND 6 ELECTRICAL BUILDING
E191-101	POWER PLAN AND MCC-J SINGLE LINE DIAGRAM EXISTING PLANT 3 AND 4 ELECTRICAL BUILDING
E191-501	35-LP-4 SCHEDULE EXISTING PLANT 3 AND 4 ELECTRICAL BUILDING
E199-501	MISCELLANEOUS DETAILS STANDARD DETAILS
E199-502	MISCELLANEOUS DETAILS STANDARD DETAILS
E199-503	MISCELLANEOUS DETAILS STANDARD DETAILS
E199-504	MISCELLANEOUS DETAILS STANDARD DETAILS
E199-505	MISCELLANEOUS DETAILS STANDARD DETAILS

### INSTRUMENTATION

DRAWING NO	SHEET NAME
I000-001	LEGEND AND SYMBOLS
I000-002	PROPOSED NETWORK ARCHITECTURE
I015-001	PAC CONTACT TANKS
I020-001	FLOCCULATION BASINS & PLATE SETTLERS
I025-001	CHLORINE CONTACT CHAMBERS
I030-001	FILTRATION OVERVIEW CELLS 50-56
I030-002	FILTRATION OVERVIEW CELLS 60-66
I035-001	TRANSFER PUMPS
I035-002	BACKWASH
I080-001	SLUDGE THICKENING (1 OF 2)
I080-002	SLUDGE THICKENING (2 OF 2)
I090-001	BLEND TANK
I090-002	SLUDGE DEWATERING FACILITY
I100-001	ALUM STORAGE
I100-002	ALUM FEED SYSTEM
I110-001	POLYMER GENERATION
I110-002	POLYMER FEED SYSTEM
I125-001	PLANT 5 AND 6 PAC FACILITY
I125-002	PAC FEED SYSTEM
I130-001	SODIUM HYDROXIDE STORAGE AND FEED SYSTEM
I145-001	SODIUM HYPOCHLORITE STORAGE AND FEED SYSTEM
I155-001	AMMONIUM HYDROXIDE STORAGE AND FEED SYSTEM

**NOTES:**  
 1. GREY FONT IDENTIFIES SHEETS PROVIDED IN PREVIOUSLY SUBMITTED GMP PACKAGES.

Autodesk Docs://41202-000-PRF Expansion/41202-000-HS-GEN-G.rvt 7/26/2025 11:46:04 AM



ISSUE	DATE	DESCRIPTION
2	07/2025	REMAINDER OF DESIGN PACKAGE - GMP SUBMITTAL

<b>PROJECT MANAGER</b> A. COLEMAN, P.E.	
DESIGNED BY	A. COLEMAN
DRAWN BY	E. XHFAFA
CHECKED BY	A. COLEMAN
<b>PROJECT NUMBER</b>	41202-000

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION  
 OR  
 RECORDING**



**PEACE RIVER FACILITY  
 (PRF) EXPANSION PROJECT**  
 DESOTO COUNTY, FLORIDA



<b>INDEX II</b>	
<b>FILENAME</b>	41202-000-HS-GEN-G.rvt
<b>SCALE</b>	12" = 1'-0"
<b>SHEET</b>	<b>G000-003</b>

### **6.3 Specification List**

The Specification Table of Contents is included herein to provide a list of the specifications used to develop the GMP.



TECHNICAL SPECIFICATIONS FOR:

PEACE RIVER FACILITY EXPANSION PROJECT

REMAINDER OF DESIGN PACKAGE

GMP SUBMITTAL

ISSUE DATE: JULY, 2025

REVISED: SEPTEMBER, 2025

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**9415 TOWN CENTER PARKWAY**  
**LAKEWOOD RANCH, FL 34202**  
Website: <https://regionalwater.org/>

---

**Hazen**

Engineer's Project No. 41202-000

**TABLE OF CONTENTS**  
**PEACE RIVER MANASOTA REGIONAL SUPPLY AUTHORITY**  
**PRF EXPANSION**  
**REMAINDER OF DESIGN PACKAGE**  
**TECHNICAL SPECIFICATIONS**

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01 33 00	Submittal Procedures
01 35 73	Delegated Design Procedures
01 45 25	Testing Hydraulic Structures
01 55 26	Traffic Control
01 65 00	Product Delivery Requirements
01 66 00	Product Storage and Protection Requirements
<del>01 71 14</del>	<del>Demolition and Execution of Work</del>
01 71 33	Protection of Work and Property
01 73 00	Demolition and Execution of Work
01 75 00	Checkout and Start-Up Procedures
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01 78 23	Operation and Maintenance Data
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----------	-----------------

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- 23 09 00 Instrumentation and Control for HVAC Systems
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- 26 05 19 Low Voltage Conductors and Cables
- 26 05 26 Grounding and Bonding for Electrical Systems
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26 12 19	Pad-Mounted, Liquid-Filled, Medium-Voltage Transformer (Provided in previous ODP Package)
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- 40 05 59.23 Fabricated Stainless Steel Slide Gates
- ~~40 05 61 Gate Valves (Including Knife Gate Valves)~~
- 40 05 62 Eccentric Plug Valves
- 40 05 63 Ball Valves
- 40 05 64 Butterfly Valves
- 40 05 65.23 Check Valves
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- 40 05 68.13 PVC and CPVC Valves
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- 40 05 78 Air Valves for Water Service**
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43 11 00	Positive Displacement Blower Packages
43 12 57	Rotary Scroll Compressors
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----------	---------------------------

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46 33 33	Liquid Polymer Feed Equipment
46 33 42	Mechanical Diaphragm Metering Pumps
46 33 43	Hydraulic Diaphragm Metering Pumps
46 33 67	Magnetic Drive Centrifugal Pumps
46 41 21	Jet Mixing Equipment
46 41 27.11	Vertical Turbine Mixers
46 41 42	Chemical Injection Assemblies
46 50 00	Sedimentation Basin Sludge Collection Equipment
46 76 21	Belt Filter Press
46 77 10	Dry Polymer Preparation Systems

**TAB C**  
Amendment #4 Signatory Page

October 30, 2025

**Amendment No. 4 to  
Progressive Design-Build Agreement  
for the Peace River Facility Expansion**

This Amendment No. 4 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.
- 3) On August 20, 2025 the parties executed Amendment No. 3 Early Work Proposal including General Conditions, General Requirements, Initial Engineering Construction Services, selected site work, and selected material purchases.

C. This Amendment No. 4 is the Final GMP and contains 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, “Peace River Facility Expansion GMP Proposal”, dated November 11, 2025” are part of this Amendment No. 4.

2. Agreement. The provisions of the Agreement govern the parties’ obligations concerning this Amendment No. 4.

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 "Peace River Facility Expansion GMP Proposal."

4. Effect. Upon execution, this Amendment No. 4 modifies the Agreement and becomes a Contract Document as defined in the Agreement.

*The remainder of this page is blank. Signatures appear on the following page.*

**Witnesses:**

**Design-Builder: Wharton-Smith, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print title

\_\_\_\_\_  
Date

**Attest:**

**Peace River Manasota Regional Water  
Supply Authority:**

\_\_\_\_\_  
Signature

Richard Anderson, Executive Director

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print title

**Approved as to Form:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 4**

**PR3 Volume 1 & 5 Construction Contract**

---

**Presenters -**

Mike Knowles, Director of Engineering  
Jim Guida, Director, Water Resources & Planning

**Recommended Actions -**

**Motion** - to approve and authorize Executive Director to execute contract to lowest, responsible and responsive pre-qualified bidder, Phillips Heavy, Inc., in an amount not to exceed \$441,935,462.29 for the Construction of Reservoir No. 3.

**Motion** - to authorize final payment of \$2,505,600 for 12.84 mitigation bank credits from EIP Credit Co., LLC for mitigation of wetland impacts associated with the PR3 Project.

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 Volume 1. 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.

PR3 Project Volumes 1 and 5 Invitation to Bid was provided to the pre-qualified contractors and bids were due on October 22, 2025. Two bids, as shown in the table below, were received and evaluated by the Authority's Engineer of Record for PR3 with a Notice of Intended Decision advertised on October 24, 2025. Staff recommend award of the Volume 1 and Volume 5 work to the lowest, responsible and responsive bidder, Phillips Heavy, Inc.

Company	Amount
Barnard Construction Company, Inc	\$579,500,000.00
Kiewit Infrastructure South Co.	No Bid
Phillips Heavy, Inc.	\$441,935,462.29

**Budget Action:** No action is needed.

**Attachments:**

- Tab A Presentation Materials
- Tab B Notice of Intended Decision
- Tab C Contract Agreement
- Tab D Contract w/Attachments (electronic format)

**TAB A**  
Presentation Materials

# PR3 Volume 1 & 5 Construction Contract

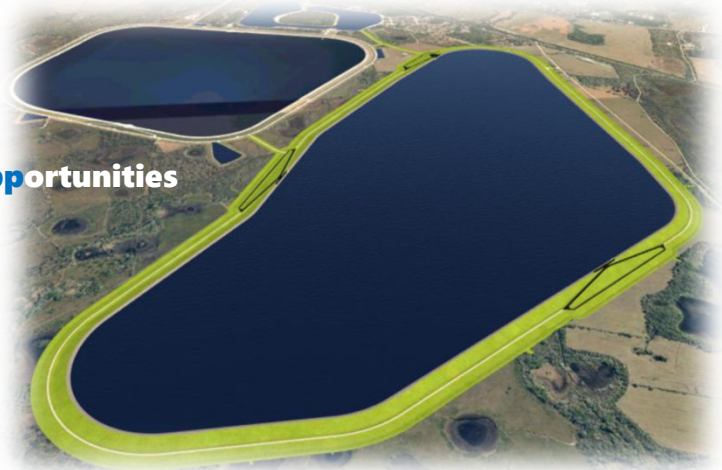
Regular Item 4  
December 3, 2025



1

## Agenda

- **Procurement & Bid Results**
- **Market Conditions & Value Opportunities**
- **Mitigation Recommendation**
- **Motion**



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# PR3 Volume 1 & 5 Procurement

Advertisement  
April 9, 2025

Statements Due  
May 7, 2025

PSEC Meeting  
June 23, 2025

Pre-Qual Approval  
August 6, 2025



**BARNARD**  
People building for People.



3

# PR3 Volume 1 & 5 Procurement



**BARNARD**  
People building for People.

Bids Due  
October 22, 2025



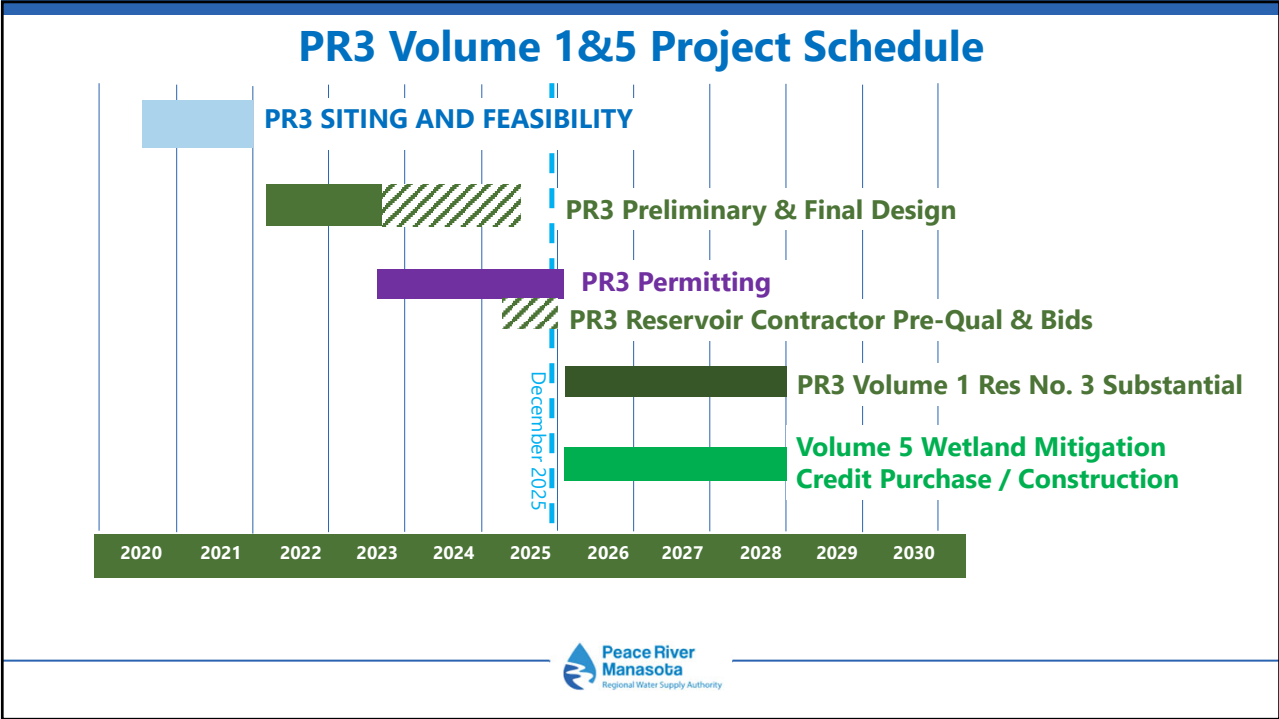
Notice of Intended Decision  
October 24, 2025



Board Consideration  
December 3, 2025



4



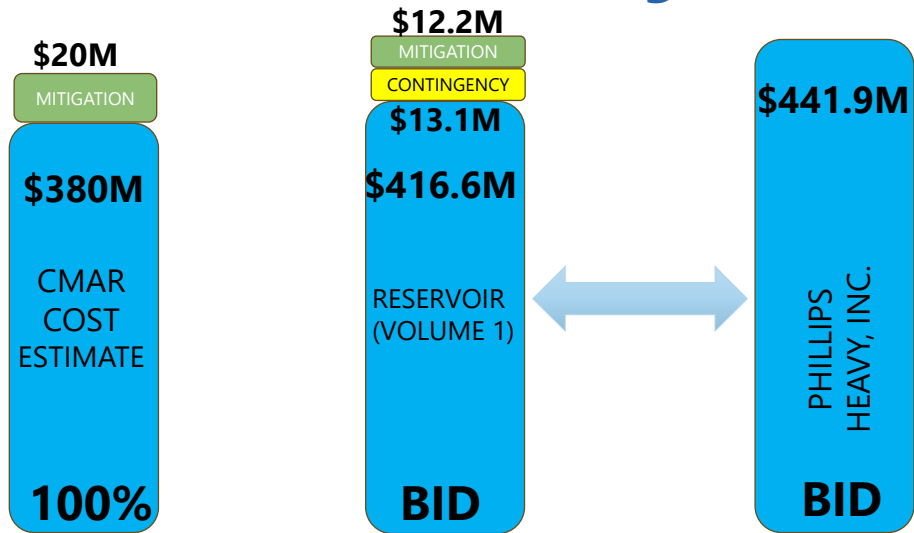
5

### PR3 Volume 1 & 5 Procurement

COMPANY	RESERVOIR (VOLUME 1)	MITIGATION (VOLUME 5) BID ALTERNATE	CONTINGENCY ITEMS	TOTAL BID
	\$ 546,430,962.30	\$ 17,119,037.20	\$ 15,950,000.00	\$ 579,500,000.00
	NO BID			
	\$ 416,573,567.00	\$ 12,225,895.29	\$ 13,136,000.00	\$ 441,935,462.29

6

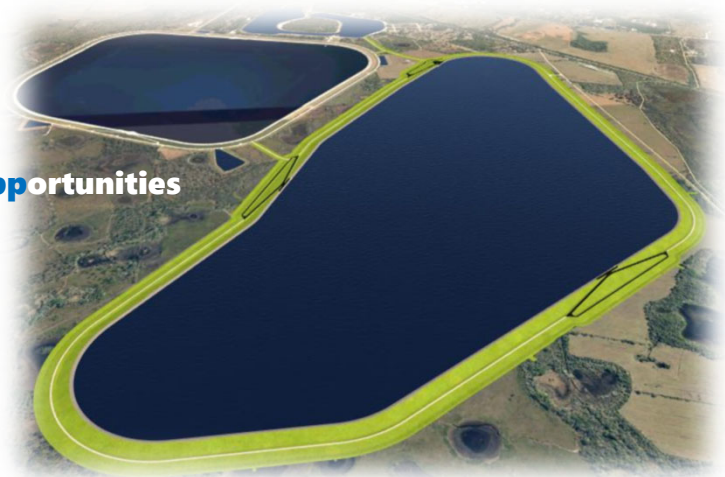
# PR3 VOLUME 1 Cost Progression



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# Agenda

- Procurement & Bid Results
- **Market Conditions & Value Opportunities**
- Mitigation Recommendation
- Motion



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# Florida Market Conditions

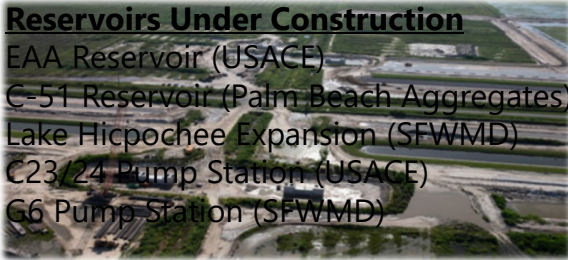
## Reservoirs Currently Bidding

### **Peace River Regional Reservoir No. 3 (PRMRWSA) Due 10/22/2025**

C11 Impoundment (USACE) Due 11/24/2025  
C23/24 South Reservoir (SFWMD) Due 1/13/2026

## Reservoirs Under Construction

EAA Reservoir (USACE)  
C-51 Reservoir (Palm Beach Aggregates)  
Lake Hicpochee Expansion (SFWMD)  
C23/24 Pump Station (USACE)  
G6 Pump Station (SFWMD)



## Reservoirs Upcoming Bids

C43 BOMA Flow Equalization Basin (SFWMD)  
C23/24 North Reservoir (USACE)  
C25 Reservoir (SFWMD)  
C10 Water Management Area (SIRWMD)



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# Value Opportunities

## Gravel Drains

Imported vs. Local Aggregates

## Aeration Piping

Consider Alternative Material

## Soil Cement

Test On-site Sand

## Owner Direct Purchase

Large Diameter Pipe

## Drainage Canal

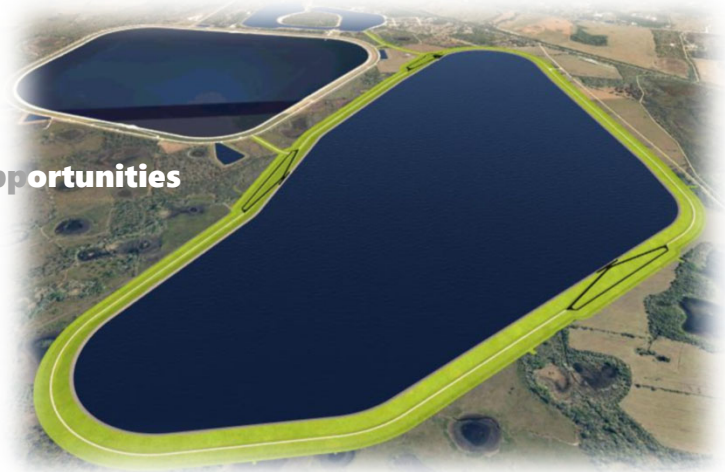
Select Fill Alternative



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# Agenda

- Procurement & Bid Results
- Market Conditions & Value Opportunities
- **Mitigation Recommendation**
- Motion



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## Mitigation Recommendation

### 1. Recap Previous Presentations

- Wetland Impacts
- Mitigation Requirements - State (ERP) & Federal (Section 404)
- Mitigation Options

### 2. Relative Cost & Pertinent Considerations:

- Onsite Permittee Responsible Mitigation (OPRM)
- Mitigation Bank Credits (MBCs)
- Combination Thereof

### 3. Recommended Mitigation Strategy



US Army Corps  
of Engineers®



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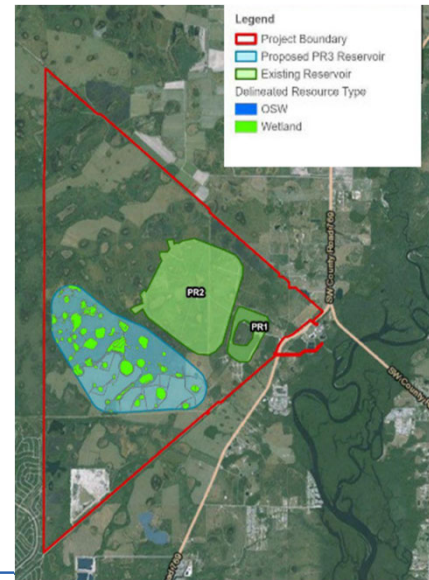
## Mitigation Recommendation

**Project Footprint:** 1,250 acres

**Wetlands Impacts:** 281 acres

### Mitigation Options:

- ✓ **“Onsite Permittee Responsible Mitigation” (OPRM)**
  - Less Expensive Upfront
  - Authority Responsible for:
    - Mitigation Success
    - Perpetual Monitoring/Maintenance Cost
- ✓ **“Mitigation Bank Credits” (MBCs)**
  - More Expensive Upfront
  - Banker Responsible for:
    - Mitigation Success
    - Perpetual Monitoring/Maintenance Cost
- ✓ **Combination**



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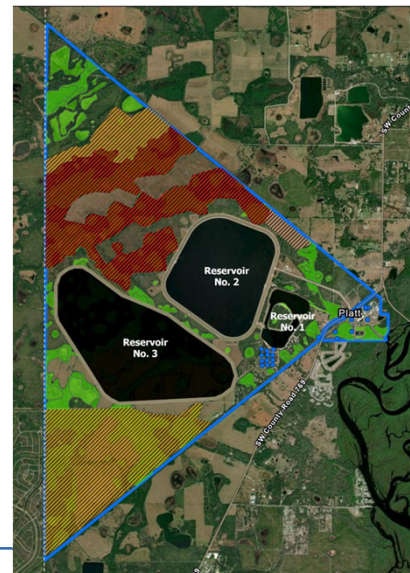
## Mitigation Recommendation

### Mitigation Presented in Permit Applications:

- ✓ **100% OPRM (Same as Reservoir 2)**
- ✓ **Two Areas: North Pasture / Southwest**
  - Intent: Regulatory Evaluation of Mitigation Sufficiency
  - Applications **Did Not:**
    - Commit Board to 100% OPRM
    - Preclude Board from MBCs

### Bids Solicited To Maintain Board Flexibility:

- ✓ Mitigation Bank Credits
- ✓ PR3 Vol. 1 & 5 - Cost With & Without OPRM



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# Mitigation Recommendation

August 2025 Board:

**SWFWMD (ERP): OPRM Nearly Sufficient to Fully Offset Impacts**

- 12.84 MBCs Needed to Fully Offset Impacts
- Authorized: \$255,000 Deposit to EIP Credit Co., LLC
- MBC Deposit Made - ERP Application Now Complete
- Total MBC Cost: \$2,760,600
- Remaining Balance: \$2,505,600 (Due February 10, 2026)



**USACE (Section 404):**

- MBC Requirement Expected To Be Similar to SWFWMD
- Potentially Greater
- Federal Decision TBD



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# Mitigation Recommendation

**Cost Comparison (Including Monitoring/Maintenance Cost)**

**Option 1 (Recommended): Phillips Heavy OPRM + EIP Credit Co. MBCs**

Mitigation Method	Cost
Phillips Heavy Bid OPRM	\$12,225,895
<i>Mon/Maint Through Yr 10</i>	<i>\$7,000,000</i>
EIP Credit Co, LLC	\$2,760,600
<b>Total</b>	<b>\$21,986,495</b>

**Option 2: Mitigation Bank Credits Only**

Mitigation Method	Cost
EIP Credit Co, LLC	\$2,760,600
Additional MBCs	\$50,500,000
<b>Total</b>	<b>\$53,260,600</b>



**Cost Differential: Option 1 vs 2**

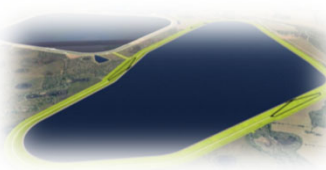
Mitigation Method	Cost
<b>Total</b>	<b>\$31,274,105</b>



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**Motion** - to approve and authorize Executive Director to execute contract to lowest, responsible and responsive pre-qualified bidder, Phillips Heavy, Inc., in an amount not to exceed \$441,935,462.29 for the Construction of Reservoir No. 3.

**Motion** - to authorize final payment of \$2,505,600 for 12.84 mitigation bank credits from EIP Credit Co., LLC for mitigation of wetland impacts associated with the PR3 Project.



Peace River Manasota  
Regional Water Supply Authority

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**TAB B**  
Notice of Intended Decision

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
NOTICE OF INTENDED DECISION FOR AWARD OF CONTRACT -  
CONSTRUCTION OF RESERVOIR NO. 3**

**Recommended Action -**                      **Accept** bid and award contract to lowest, responsible and responsive pre- qualified bidder, Phillips Heavy, Inc., in an amount not to exceed of \$441,935,462.29 for the Construction of Reservoir No. 3.

Bids were requested from the three (3) pre-qualified bidders and two (2) bids were received by the submission deadline on October 22, 2025. No bids were rejected and all bids met the requirements of the Invitation to Bid. Below is a bid tabulation summary of all valid bids received (listed in alphabetical order):

Company	Amount
Barnard Construction Company, Inc	\$579,500,000.00
Phillips Heavy, Inc.	\$441,935,462.29

 **low bid**

Staff recommends the Authority Board of Directors accept the bid and award a contract to the lowest responsible and responsive pre-qualified bidder, Phillips Heavy, Inc., in an amount not to exceed of \$441,935,462.29 for the Construction of Reservoir No. 3 at the Authority Board meeting on December 3, 2025. Protests of this Notice of Intended Decision shall be in conformance with the Authority’s Procurement Policy which is available for review at [www.regionalwater.org](http://www.regionalwater.org) [on the Procurement tab] and during regular business hours at the Peace River Manasota Regional Water Supply Authority, 9415 Town Center Parkway, Lakewood Ranch, Florida 34202.

**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 proceeding under chapter 120, Florida Statutes.**

Posted: October 24, 2025



October 24, 2025

Dear Mr. Knowles,

HDR has reviewed the bids associated with Construction of Reservoir No. 3 received on Wednesday October 22, 2025. The two bids received were from Barnard with a bid of \$579,500,00 and Phillips with a bid of \$441,935,462.29. HDR's last cost estimate performed in September 2024 was \$360,341,089.41 but did not include the wetland restoration construction, contractor contingency, additional dozer time, or updates performed from 90% to Issued for Bid.

Based on our review, Phillips is the apparent low bidder and meets the minimum requirements of the bid submittal. Aside from the apparent high cost of mobilization between both bidders, our review found that the bid amounts for each bid items appear to be reasonable and balanced.

Based on this information and the bid requirements, HDR finds that Phillips is the apparent responsive and low bidder.

Sincerely,  
HDR Engineering, Inc

A handwritten signature in blue ink, appearing to read 'Richard LeBlanc'.

Richard LeBlanc, PE  
*Sr. Project Manager*



**TAB C**  
Contract Agreement

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION OF RESERVOIR NO. 3 (STIPULATED PRICE)**

This Agreement is by and between the Peace River Manasota Regional Water Supply Authority ("Owner" or "Authority") and \_\_\_\_\_ ("Contractor").

**Background**

Owner intends to complete a project known as Reservoir No. 3 (the "Project") using the services of Contractor as provided in this Agreement. Owner and Contractor hereby agree as follows:

**ARTICLE 1—THE WORK AND THE CONTRACT DOCUMENTS**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as construction of a new 9.3-billion-gallon reservoir known as Reservoir No. 3 as outlined in the Contract Documents.

1.02 Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

1.03 The Contract Documents are part of this Agreement and consist of the documents listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

- A. This Agreement.
- B. The Request for Qualifications to Pre-Qualify Contractors for Reservoir No. 3, dated April 9, 2025, (the "RFQ") and Contractor's response to it.
- C. The ITB dated August 11, 2025, including the Drawings and Specifications and all Addenda (the "ITB") except for the documents indicated below that are not Contract Documents.
- D. Contractor's Bid in response to the ITB.
- E. The Bonds and Insurance provided by Contractor as required in this Agreement.
- F. The Owner and Design Engineer's written interpretations and clarifications issued on or after the Effective Date of the Contract.
- G. The following exhibits which are attached to this Agreement:
  - Exhibit A Supplementary Conditions of the Construction Contract
  - Exhibit B Standard General Conditions of the Construction Contract, EJCDC C-700 - 2018
- H. The following which may be delivered or issued on or after the Effective Date of the Contract: Notice to Proceed, Work Change Directives, Change Orders, Field Orders, and Warranty Bond, if any.
- I. If this project is funded with federal or state funds, those government agencies will have conditions that will apply to this Agreement. Contractor has not included in its bid the cost of compliance with federal or state funding requirements such as the payroll documentation required under the Davis-Bacon Act. However, if the Authority

does receive federal or state funding for this project, Contractor will comply with the requirements of the funding agreement and the parties will address the additional work required in a Change Order.

- J. Owner has made the documents available for review by Contractor identified in Supplementary Conditions Paragraph SC-5.03 but they are not Contract Documents.
- K. There are no Contract Documents other than those identified above in this Article 1.
- L. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as construction of a new 9.3-billion-gallon reservoir known as Reservoir No. 3 and is further described in the Contract Documents.

## **ARTICLE 3—ENGINEER AND OWNER’S REPRESENTATIVE**

- 3.01 The Owner will retain HDR Engineering, Inc. (“Engineer”) to provided selected services during construction, including onsite engineering inspection services, and related oversight activities.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.
- 3.03 Owner may designate Brown and Caldwell to act as Owner’s Representative from time to time on this project.

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 Time is of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
  - A. The Work will be substantially complete within 1,096 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,278 days after the date when the Contract Times commence to run.
- 4.03 Milestones
  - A. Parts of the Work must be substantially completed on or before the Milestones listed in the Technical Specifications Division 1.
- 4.04 **LIQUIDATED DAMAGES**
  - A. Delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, where an actual loss is suffered by Owner if the Work is not completed

on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$16,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times for completion and readiness for final payment, Contractor shall pay Owner \$5,000 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts stated in Contractor's Bid, subject to adjustment under the Contract.

## **ARTICLE 6—PAYMENT PROCEDURES**

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be evaluated by the Engineer and processed for payment by the Owner as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.B. below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions.
- B. Before Substantial Completion, Owner will make progress payments in an amount equal to 95% of the value of the Work completed (with the 5% balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- C. As required by section 218.735, Florida Statutes, upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to

paragraph 15.01.E of the General Conditions, and less 150% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. This process is further described in paragraph 15.03 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Local Government Prompt Payment Act and Interest

- A. The parties are subject to the Local Government Prompt Payment Act in Part VII of Chapter 218, Florida Statutes. All amounts not paid when due will bear interest at the rate of 2% per month as provided in section 218.735(9), Florida Statutes.

**ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's health and safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract and established high level standard of care for the Work.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- B. As required by Florida Statutes, Contractor represents to the Authority as follows:
1. 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.
  2. Scrutinized Companies. Contractor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Contractor is found to be out of compliance with it. Contractor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Contractor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Contractor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.
  3. Public Entity Crimes. Contractor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Contractor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.

4. E-Verify. Contractor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
5. Affidavit concerning Human Trafficking. Contractor has complied with section 787.06, Florida Statutes and has provided the required affidavit.
6. United States-produced iron and steel products. Contractor shall comply with section 255.0993, Florida Statutes requiring that any iron or steel product permanently incorporated in this Project be produced in the United States unless the Authority in its sole discretion determines that it is not required for any of the reasons provided in the statute. Contractor must obtain the Authority's determination concerning the applicability of this requirement in writing.
7. Public Records.
  - a. Duty to Maintain and Provide Records. Contractor shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes unless they are exempt under Florida law. If Contractor believes any record it provides to the Authority is exempt from public records disclosure, it must specifically identify it and cite the applicable exempting law. Contractor is solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Contractor 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 Contractor does not transfer the records to the Authority.
  - b. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**
  - c. Post Contract Responsibilities. Upon completion of this contract, Contractor shall keep and maintain, at no cost to the Authority, all public records produced under this Agreement in the possession of the Contractor or shall transfer them to the Authority. If the Contractor transfers all public records to the Authority, Contractor shall destroy any duplicate public records. If Contractor keeps and maintains public records after completion of the contract, the Contractor 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.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 Standard General Conditions

- A. Owner has shown all changes to the EJCDC C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee in the Supplementary Conditions.

*– Signatures follow on next page –*



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the last date signed by a party once both parties have signed it (which is the Effective Date of the Contract).

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

Contractor:  
\_\_\_\_\_

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

**TAB D**  
Contract w/Attachments (electronic format)

**AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION OF RESERVOIR NO. 3 (STIPULATED PRICE)**

This Agreement is by and between the Peace River Manasota Regional Water Supply Authority ("Owner" or "Authority") and \_\_\_\_\_ ("Contractor").

**Background**

Owner intends to complete a project known as Reservoir No. 3 (the "Project") using the services of Contractor as provided in this Agreement. Owner and Contractor hereby agree as follows:

**ARTICLE 1—THE WORK AND THE CONTRACT DOCUMENTS**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as construction of a new 9.3-billion-gallon reservoir known as Reservoir No. 3 as outlined in the Contract Documents.

1.02 Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

1.03 The Contract Documents are part of this Agreement and consist of the documents listed below. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

- A. This Agreement.
- B. The Request for Qualifications to Pre-Qualify Contractors for Reservoir No. 3, dated April 9, 2025, (the "RFQ") and Contractor's response to it.
- C. The ITB dated August 11, 2025, including the Drawings and Specifications and all Addenda (the "ITB") except for the documents indicated below that are not Contract Documents.
- D. Contractor's Bid in response to the ITB.
- E. The Bonds and Insurance provided by Contractor as required in this Agreement.
- F. The Owner and Design Engineer's written interpretations and clarifications issued on or after the Effective Date of the Contract.
- G. The following exhibits which are attached to this Agreement:
  - Exhibit A Supplementary Conditions of the Construction Contract
  - Exhibit B Standard General Conditions of the Construction Contract, EJCDC C-700 - 2018
- H. The following which may be delivered or issued on or after the Effective Date of the Contract: Notice to Proceed, Work Change Directives, Change Orders, Field Orders, and Warranty Bond, if any.
- I. If this project is funded with federal or state funds, those government agencies will have conditions that will apply to this Agreement. Contractor has not included in its bid the cost of compliance with federal or state funding requirements such as the payroll documentation required under the Davis-Bacon Act. However, if the Authority

does receive federal or state funding for this project, Contractor will comply with the requirements of the funding agreement and the parties will address the additional work required in a Change Order.

- J. Owner has made the documents available for review by Contractor identified in Supplementary Conditions Paragraph SC-5.03 but they are not Contract Documents.
- K. There are no Contract Documents other than those identified above in this Article 1.
- L. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

## **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as construction of a new 9.3-billion-gallon reservoir known as Reservoir No. 3 and is further described in the Contract Documents.

## **ARTICLE 3—ENGINEER AND OWNER’S REPRESENTATIVE**

- 3.01 The Owner will retain HDR Engineering, Inc. (“Engineer”) to provided selected services during construction, including onsite engineering inspection services, and related oversight activities.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.
- 3.03 Owner may designate Brown and Caldwell to act as Owner’s Representative from time to time on this project.

## **ARTICLE 4—CONTRACT TIMES**

- 4.01 Time is of the Essence
  - A. All time limits for Milestones, if any, Substantial Completion, and Final Completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Days
  - A. The Work will be substantially complete within 1,096 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 1,278 days after the date when the Contract Times commence to run.
- 4.03 Milestones
  - A. Parts of the Work must be substantially completed on or before the Milestones listed in the Technical Specifications Division 1.
- 4.04 **LIQUIDATED DAMAGES**
  - A. Delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, where an actual loss is suffered by Owner if the Work is not completed

on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$16,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times for completion and readiness for final payment, Contractor shall pay Owner \$5,000 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and Final Completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

## **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents and the amounts stated in Contractor's Bid, subject to adjustment under the Contract.

## **ARTICLE 6—PAYMENT PROCEDURES**

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be evaluated by the Engineer and processed for payment by the Owner as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.B. below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions.
- B. Before Substantial Completion, Owner will make progress payments in an amount equal to 95% of the value of the Work completed (with the 5% balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
- C. As required by section 218.735, Florida Statutes, upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts set off by Owner pursuant to

paragraph 15.01.E of the General Conditions, and less 150% of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment. This process is further described in paragraph 15.03 of the General Conditions.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 Local Government Prompt Payment Act and Interest

- A. The parties are subject to the Local Government Prompt Payment Act in Part VII of Chapter 218, Florida Statutes. All amounts not paid when due will bear interest at the rate of 2% per month as provided in section 218.735(9), Florida Statutes.

**ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

7.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the

means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's health and safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract and established high level standard of care for the Work.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- B. As required by Florida Statutes, Contractor represents to the Authority as follows:
1. 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.
  2. Scrutinized Companies. Contractor certifies that it is in compliance with section 287.135, Florida Statutes, and agrees that the Authority may terminate this contract if Contractor is found to be out of compliance with it. Contractor certifies that it is not on this list of Scrutinized Companies that Boycott Israel and is not engaged in a boycott of Israel. For contracts for goods or services of \$1 million or more, Contractor also certifies that (1) it is not on any of the following lists: Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in Iran Terrorism Sectors created pursuant to section 215.473, Florida Statutes and (2) it is not engaged in business operations in Cuba or Syria. Contractor acknowledges the remedies provided in subsection 287.135(5), Florida Statutes, against anyone found to have submitted a false certification including civil penalties.
  3. Public Entity Crimes. Contractor understands the requirements of sections 287.132 and 287.133, Florida Statutes. Neither Contractor nor any of its Affiliates are currently on the convicted vendor list for public entity crimes maintained by the Florida Department of Management Services and neither of them has been on the convicted vendor list within the past 36 months. Contractor is in full compliance with sections 287.132 and 287.133, Florida Statutes, will remain in compliance with them throughout the term of this Agreement, and will notify the Authority if it becomes non-compliant.

4. E-Verify. Contractor is in compliance with section 448.095, Florida Statutes. As required by subsection 448.095(5)(a), Florida Statutes, Contractor has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees. As required by subsection 448.095(5)(b), F.S. Contractor shall require any subcontractors to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
5. Affidavit concerning Human Trafficking. Contractor has complied with section 787.06, Florida Statutes and has provided the required affidavit.
6. United States-produced iron and steel products. Contractor shall comply with section 255.0993, Florida Statutes requiring that any iron or steel product permanently incorporated in this Project be produced in the United States unless the Authority in its sole discretion determines that it is not required for any of the reasons provided in the statute. Contractor must obtain the Authority's determination concerning the applicability of this requirement in writing.
7. Public Records.
  - a. Duty to Maintain and Provide Records. Contractor shall keep and maintain all public records required to perform services under this Contract as required by Chapter 119, Florida Statutes unless they are exempt under Florida law. If Contractor believes any record it provides to the Authority is exempt from public records disclosure, it must specifically identify it and cite the applicable exempting law. Contractor is solely responsible for defending any claimed exemption from disclosure under Chapter 119, Florida Statutes. Contractor 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 Contractor does not transfer the records to the Authority.
  - b. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AUTHORITY'S PUBLIC RECORDS CUSTODIAN BY TELEPHONE AT (941) 316-1776, OR BY EMAIL AT PEACERIVER@REGIONALWATER.ORG, OR 9415 TOWN CENTER PARKWAY, LAKEWOOD RANCH, FLORIDA 34202.**
  - c. Post Contract Responsibilities. Upon completion of this contract, Contractor shall keep and maintain, at no cost to the Authority, all public records produced under this Agreement in the possession of the Contractor or shall transfer them to the Authority. If the Contractor transfers all public records to the Authority, Contractor shall destroy any duplicate public records. If Contractor keeps and maintains public records after completion of the contract, the Contractor 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.

7.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 Standard General Conditions

- A. Owner has shown all changes to the EJCDC C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee in the Supplementary Conditions.

*– Signatures follow on next page –*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the last date signed by a party once both parties have signed it (which is the Effective Date of the Contract).

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

Contractor:  
\_\_\_\_\_

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJDCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

31. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times which includes costs for each activity listed and meets the requirements in section 01 32 16 of the Specifications prepared by Engineer entitled Construction Progress Schedule.

### ARTICLE 2—PRELIMINARY MATTERS

Paragraph 2.01 C. is deleted. All other parts of paragraph 2.01 remain in effect.

#### SC-2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

~~C.—Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

Paragraph 2.02 A. is revised as follows. All other parts of paragraph 2.02 remain in effect.

#### SC-2.02 *Copies of Documents*

A. Owner shall furnish to Contractor ~~four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy~~ in electronic portable document format (PDF). ~~Additional~~ Printed copies will be furnished upon request at the cost of reproduction.

Paragraph 2.03 A. 1. is revised as follows. All other parts of paragraph 2.03 remain in effect.

#### SC-2.03 *Before Starting Construction*

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. An initial cost-loaded construction baseline schedule including any Milestones and a schedule narrative report in accordance with the contract documents including section 01 32 16 Construction Progress Schedule of the Specifications. ~~a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;~~

#### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

Paragraph 4.05 C. 1. and 2. are deleted and replaced with the following. All other parts of paragraph 4.05 remain in effect.

##### *SC-4.05 Delays in Contractor's Progress*

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions

The climate in the Project area is subtropical and humid. The Project area is subject to typical storms and hurricanes from June through November and windy and rainy during any time of year and may frequently include lightning. Temperatures below freezing are rare. The typical rainfall from October through May is associated with mid-latitude systems (fronts and low-pressure systems) and is distributed in a spatially uniform pattern. Typical June through September rainfall is closely associated with convective activity. These rainfall events are normally of short duration and amounts are variable spatially. Occasionally, daily rainfall amounts will be heavy. Weather forecasts from the National Weather Service Tampa Bay Area Office can be accessed at: <https://www.weather.gov/tbw/>. It is the responsibility of the contractor to plan for and obtain information on rain, wind, lightning and other adverse weather events that may impact the work or schedule. Contractor shall obtain rainfall information for the purposes of this contract from Southwest Florida Water Management District (SWFWMD) Rainfall Station #24573, which can be accessed at: [https://edp.swfwmd.state.fl.us/applications/login.html?publicuser=Guest&\\_ga=2.249488897.780875066.1706896385-1779062647.1706896385#waterdata-external/stationoverview](https://edp.swfwmd.state.fl.us/applications/login.html?publicuser=Guest&_ga=2.249488897.780875066.1706896385-1779062647.1706896385#waterdata-external/stationoverview).

##### Expected Adverse Weather Days

Contractor shall build into its schedule the following number of expected days of adverse weather when contractor will be unable to work. Owner will not consider a Change of Contract Time due to weather, unless the weather delays experienced during any given month exceed the expected number of normal adverse weather days per month shown in the table below.

EXPECTED ADVERSE WEATHER DAYS PER MONTH

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Days	1	1	1	2	3	5	4	5	4	1	1	1

Contractor must include in its Progress Schedule and Cost-Loaded Baseline Construction Schedule the expected adverse weather days as stated above for all its weather dependent activities. Upon issuance of the notice to proceed (NTP) and continuing throughout the contract, the Contractor will record the occurrence of adverse weather and its impact to normally scheduled work. The number of actual adverse weather delays days will include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. Contractor must provide evidence of the lost contract time pertaining to the expected adverse weather days listed in the table above and must reconcile it with the Owner or Owner’s representative on a weekly basis.

Owner will consider claims from Contractor for delays caused by adverse weather beyond the number of days listed above if there is more than 1.5 inches of rain in 24 hours or if there is other severe weather such as hurricanes or tropical storms.

Contractor must support all claims that an adverse weather day occurred by showing that the weather actually caused a delay in completing the Project and that the weather prevented work on critical path activities for 50 percent or more of the Contractor’s scheduled workday.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

Paragraph 5.01 B. is deleted. All other parts of 5.01 remain in effect.

SC-5.01 Availability of Lands

~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.~~

Paragraphs 5.03 A. - 5.03 C. are revised as follows. Paragraph 5.03 D. remains in effect.

SC-5.03 *Subsurface and Physical Conditions*

~~A. Reports and Drawings: The Supplementary Conditions identify: Owner identifies the following reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data:~~

1. The Geotechnical Data Report prepared by HDR Engineering, Inc. dated June 20, 2025.
2. Interim Source Removal Report, RV Griffin Reserve, Former Cattle Dip Site, DeSoto County, Florida prepared by Brown and Caldwell dated May 7, 2024; and four quarterly Post

Active Remedial Monitoring Reports prepared by Brown and Caldwell dated June 28, 2024, October 14, 2024, December 23, 2024, and April 24, 2025, respectively.

~~2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and~~

~~3. Technical Data contained in such reports and drawings.~~

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Limited Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A. ~~expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. Contractor will not rely upon or make any claim against the Authority, the Engineer or any of Engineer's Consultants with respect to:~~

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any technical data or any other data, interpretations, opinions, or information.

~~If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Contractor acknowledges that Owner provided the information listed in paragraph 5.03 A. in the Invitation to Bid and at that time Owner provided Contractor the opportunity to conduct additional investigations before submitting its bid for the Project.~~

Paragraphs 5.06 A. and 5.06 B. are revised as follows and paragraph 5.06 I. is deleted. All other parts of paragraph 5.06 remain in effect.

*SC-5.06 Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* Owner has identified all relevant documents in paragraph 5.03. The Supplementary Conditions identify:

- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
- ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

B. ~~*Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A. expressly identified~~

~~in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

Limited Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A., but such reports and drawings are not Contract Documents. Contractor will not rely upon or make any claim against the Authority, the Engineer or any of Engineer's Consultants with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any technical data or any other data, interpretations, opinions, or information.

~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

## **ARTICLE 6—BONDS AND INSURANCE**

Article 6 is deleted and replaced with the following:

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 insurance code;
  4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
  5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- 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 Builder's Risk Insurance. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. The Authority reserves the right to review proposed builders risk insurance, request changes in contractor's coverage and compare owner's builders risk coverage alternatives. In the event the Authority elects to bind an owners builders risk policy, the Authority will waive this requirement for Contractors Builder's Risk Insurance.
  - 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), Flood, Wind including Named Windstorm, Hail and such other perils or causes of loss covered under Special Form perils, and/or as may be specifically required by the Contract;
    - ii. include Equipment Breakdown/Boiler & Machinery coverage;
    - iii. include "Land" for fill and backfill, excavations, materials, berms, embankments and like property that are included in the project values;
    - iv. include pipes and pipelines that are included in the project values;
    - v. include:
      - (a) resulting damage from faulty workmanship ("LEG3")
      - (b) Terrorism/Sabotage
    - vi. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
    - vii. 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;
    - viii. allow for partial utilization of the Work by Owner;
    - ix. include testing and startup; and
    - x. 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. Owner shall be included as Additional Insured (provide actual endorsement/policy language)
  - c. Other Additional Insureds, as their respective interest may appear, or as specified in written contract, shall be included
  - d. 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 coverages 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 Authority's Board approval of the Contract, Contractor shall provide to Owner the required Certificate of Insurance that meets 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.

**ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES**

*Paragraph 7.02 B. is revised as follows. All other parts of paragraph 7.02 remain in effect.*

*SC-7.02 Supervision and Superintendence*

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to and approval of Owner and Engineer except under extraordinary circumstances.

Paragraph 7.03 C. is revised as follows. All other parts of paragraph 7.03 remain in effect.

*SC-7.03 Labor; Working Hours*

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during Contractor's regular working hours, as agreed by the parties in Contractor's Construction Progress Schedule provided to Engineer following Contract execution. Monday through Friday. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.~~

Paragraph 7.07 B. and C. are revised as follows. All other parts of paragraph 7.07 remain in effect.

*SC-7.07 Concerning Subcontractors and Suppliers*

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work as stated in the Contractor's Response to the RFQ unless authorized in writing by Owner as provided in section 6.3 of the RFQ ~~if required by the Contractor to do so.~~
- D. Other than the Major Subcontractors identified in the RFQ, ~~P~~prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 510 days.

Paragraph 7.08 B. is deleted. All other parts of paragraph 7.08 entitled Patent Fees and Royalties remain in effect.

Paragraph 7.18 A. is deleted and replaced with the following. All other parts of 7.18 remain in effect.

*SC-7.18 Indemnification.*

- A. Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. Contractor's indemnification responsibility under the foregoing sentence is limited to the Contract Price. This provision is consistent with Section 725.06, Florida Statutes.

**ARTICLE 9—OWNER'S RESPONSIBILITIES**

Paragraph 9.01 is revised as follows.

SC-9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions or otherwise directed by Owner, Owner shall issue all communications to Contractor through Engineer.

Paragraph 9.02 is revised as follows.

SC-9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, ~~provided Contractor makes no reasonable objection to the replacement engineer~~. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

Paragraph 9.11, Evidence of Financial Arrangements, is deleted.

~~9.11—*Evidence of Financial Arrangements*~~

~~A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).~~

**ARTICLE 11—CHANGES TO THE CONTRACT**

Paragraph 11.07 C.1.–3. is revised as follows. All other parts of paragraph 11.07 remain in effect.

SC-11.07 *Change of Contract Price*

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be ~~8~~15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 5 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than ~~27~~15 percent of the costs incurred by the Subcontractor that actually performs the Work;



**ARTICLE 12—CLAIMS**

Paragraph 12.01 B. is revised as follows. All other parts of paragraph 12.01 remain in effect.

SC-12.01 *Claims*

- B. *Submittal of Claim:* ~~The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal.~~ The party submitting the claim shall deliver written notice stating the general nature of each Claim, dispute, or other matter to the other party immediately, but in no event later than ten (10) days after the start of the event giving rise thereto and shall deliver to the other party written details of the Claim, dispute, or other matter including the amount or extent of it with supporting data within thirty (30) days after the start of such event (unless the other party allows additional time to submit additional or more accurate data in support of such Claim, dispute, or other matter). The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

A new paragraph 12.02 is added as follows:

SC-12.02 *Continuing the Work.*

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. Contractor will not delay or postpone the work pending resolution of any disputes or disagreements except as the Contractor and Owner may otherwise agree in writing. Owner will be entitled to terminate the Contract for cause if Contractor delays, postpones, or suspends the Work during any dispute or disagreement with Owner.

**ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

Paragraph 13.01 B. 1. is revised as follows. All other parts of paragraph 13.01 remain in effect.

SC-13.01 *Cost of the Work*

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not

limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours as defined by the Contractor in its Construction Progress Schedule submittal, will be included in the above to the extent authorized by Owner.

Paragraph 13.02 B., 13.02 B. 1., and 13.02 B. 2. is revised as follows. All other parts of paragraph 13.02 remain in effect.

SC-13.02 *Allowances*

B. ~~Cash~~ *Allowances*

1. the ~~cash~~ allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the ~~cash~~ allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

Paragraph 15.01 B. 1. and 15.01 D. 1 are revised as follows. All other parts of paragraph 15.01 remain in effect.

SC-15.01 *Progress Payments*

B. *Applications for Payments*

1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Contractor shall submit all Applications for Payment or before the 10<sup>th</sup> of each month for work completed through the last day of the previous month.~~

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner will pay Contractor as provided in the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.~~

Paragraph 15.08 A. is revised as follows. All other parts of paragraph 15.08 remain in effect.

15.08 *Correction Period*

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be

defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 5.02.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

~~If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:~~

- ~~1. correct the defective repairs to the Site or such adjacent areas;~~
- ~~2. correct such defective Work;~~
- ~~3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and~~
- ~~4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.~~

**ARTICLE 18—MISCELLANEOUS**

Paragraph 18.01 is revised as follows.

SC-18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line to the following emails designated by each party.

If to the Authority:

[Randerson@regionalwater.org](mailto:Randerson@regionalwater.org)

[MKnowles@regionalwater.org](mailto:MKnowles@regionalwater.org)

[Alee@regionalwater.org](mailto:Alee@regionalwater.org)

[PeaceRiver@regionalwater.org](mailto:PeaceRiver@regionalwater.org)

If to Contractor:

\_\_\_\_\_

\_\_\_\_\_

---

**[Contractor must provide 3 email addresses]**

Paragraph 18.02 is revised as follows.

SC-18.02        *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day the Authority is closed for business ~~a day made a legal holiday by the law of the applicable jurisdiction~~, such day will be omitted from the computation. If Contractor's regular working hours as defined in Contractor's Progress Schedule are different from the days the Authority is open for business, the fact that the Authority is closed does not prevent Contractor from working.

**ARTICLE 18 – MISCELLANEOUS**

Paragraph 18.07 is revised as follows.

SC-18.07        *Controlling Law and Venue*

- A. This Contract is to be governed by the law of the state in which the Project is located.
- B. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.

A new paragraph 18.11 is added as follows.

SC-18.11        *Sovereign Immunity.*

Contractor acknowledges and agrees that nothing contained in this Agreement will be construed or interpreted as (i) denying the Authority any remedy or defense available to it under the laws of the State of Florida; or (ii) a waiver of the Authority's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.



## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.



- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

##### A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

##### B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **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 one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or



Regulations, and 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. 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.
- C. 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.
- D. 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.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. 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 in the Supplementary Conditions 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.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party 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.
  - J. 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.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. 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.
- M. 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.
- N. 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 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *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 (as set forth in Paragraph 15.06.D), 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.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 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.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *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.

#### 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, 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 Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, 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, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. 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.
- D. 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 in the Supplementary Conditions 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.

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.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.



3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.



- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.



## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

#### B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.



- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;



- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.



18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

31. Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times which includes costs for each activity listed and meets the requirements in section 01 32 16 of the Specifications prepared by Engineer entitled Construction Progress Schedule.

### ARTICLE 2—PRELIMINARY MATTERS

Paragraph 2.01 C. is deleted. All other parts of paragraph 2.01 remain in effect.

#### *SC-2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance*

~~C.—Evidence of Owner's Insurance: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

Paragraph 2.02 A. is revised as follows. All other parts of paragraph 2.02 remain in effect.

#### *SC-2.02 Copies of Documents*

A. Owner shall furnish to Contractor ~~four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy~~ in electronic portable document format (PDF). ~~Additional~~ Printed copies will be furnished upon request at the cost of reproduction.

Paragraph 2.03 A. 1. is revised as follows. All other parts of paragraph 2.03 remain in effect.

#### *SC-2.03 Before Starting Construction*

A. Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. ~~An initial cost-loaded construction baseline schedule including any Milestones and a schedule narrative report in accordance with the contract documents including section 01 32 16 Construction Progress Schedule of the Specifications, a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;~~

#### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

Paragraph 4.05 C. 1. and 2. are deleted and replaced with the following. All other parts of paragraph 4.05 remain in effect.

##### *SC-4.05 Delays in Contractor's Progress*

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. Abnormal weather conditions

The climate in the Project area is subtropical and humid. The Project area is subject to typical storms and hurricanes from June through November and windy and rainy during any time of year and may frequently include lightning. Temperatures below freezing are rare. The typical rainfall from October through May is associated with mid-latitude systems (fronts and low-pressure systems) and is distributed in a spatially uniform pattern. Typical June through September rainfall is closely associated with convective activity. These rainfall events are normally of short duration and amounts are variable spatially. Occasionally, daily rainfall amounts will be heavy. Weather forecasts from the National Weather Service Tampa Bay Area Office can be accessed at: <https://www.weather.gov/tbw/>. It is the responsibility of the contractor to plan for and obtain information on rain, wind, lightning and other adverse weather events that may impact the work or schedule. Contractor shall obtain rainfall information for the purposes of this contract from Southwest Florida Water Management District (SWFWMD) Rainfall Station #24573, which can be accessed at: [https://edp.swfwmd.state.fl.us/applications/login.html?publicuser=Guest&\\_ga=2.249488897.780875066.1706896385-1779062647.1706896385#waterdata-external/stationoverview](https://edp.swfwmd.state.fl.us/applications/login.html?publicuser=Guest&_ga=2.249488897.780875066.1706896385-1779062647.1706896385#waterdata-external/stationoverview).

##### Expected Adverse Weather Days

Contractor shall build into its schedule the following number of expected days of adverse weather when contractor will be unable to work. Owner will not consider a Change of Contract Time due to weather, unless the weather delays experienced during any given month exceed the expected number of normal adverse weather days per month shown in the table below.

EXPECTED ADVERSE WEATHER DAYS PER MONTH

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Days	1	1	1	2	3	5	4	5	4	1	1	1

Contractor must include in its Progress Schedule and Cost-Loaded Baseline Construction Schedule the expected adverse weather days as stated above for all its weather dependent activities. Upon issuance of the notice to proceed (NTP) and continuing throughout the contract, the Contractor will record the occurrence of adverse weather and its impact to normally scheduled work. The number of actual adverse weather delays days will include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month and be recorded as full days. Contractor must provide evidence of the lost contract time pertaining to the expected adverse weather days listed in the table above and must reconcile it with the Owner or Owner’s representative on a weekly basis.

Owner will consider claims from Contractor for delays caused by adverse weather beyond the number of days listed above if there is more than 1.5 inches of rain in 24 hours or if there is other severe weather such as hurricanes or tropical storms.

Contractor must support all claims that an adverse weather day occurred by showing that the weather actually caused a delay in completing the Project and that the weather prevented work on critical path activities for 50 percent or more of the Contractor’s scheduled workday.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

Paragraph 5.01 B. is deleted. All other parts of 5.01 remain in effect.

SC-5.01 Availability of Lands

~~B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner’s interest therein as necessary for giving notice of or filing a mechanic’s or construction lien against such lands in accordance with applicable Laws and Regulations.~~

Paragraphs 5.03 A. - 5.03 C. are revised as follows. Paragraph 5.03 D. remains in effect.

SC-5.03 *Subsurface and Physical Conditions*

~~A. Reports and Drawings: The Supplementary Conditions identify: Owner identifies the following reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data:~~

1. The Geotechnical Data Report prepared by HDR Engineering, Inc. dated June 20, 2025.
2. Interim Source Removal Report, RV Griffin Reserve, Former Cattle Dip Site, DeSoto County, Florida prepared by Brown and Caldwell dated May 7, 2024; and four quarterly Post

Active Remedial Monitoring Reports prepared by Brown and Caldwell dated June 28, 2024, October 14, 2024, December 23, 2024, and April 24, 2025, respectively.

~~2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and~~

~~3. Technical Data contained in such reports and drawings.~~

B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *Limited Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A. ~~expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. Contractor will not rely upon or make any claim against the Authority, the Engineer or any of Engineer's Consultants with respect to:~~

- ~~1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
- ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. Any Contractor interpretation of or conclusion drawn from any technical data or any other data, interpretations, opinions, or information.~~

~~If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Contractor acknowledges that Owner provided the information listed in paragraph 5.03 A. in the Invitation to Bid and at that time Owner provided Contractor the opportunity to conduct additional investigations before submitting its bid for the Project.~~

Paragraphs 5.06 A. and 5.06 B. are revised as follows and paragraph 5.06 I. is deleted. All other parts of paragraph 5.06 remain in effect.

*SC-5.06 Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* Owner has identified all relevant documents in paragraph 5.03. The Supplementary Conditions identify:

- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
- ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A. expressly identified

~~in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
- ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

~~Limited Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data provided in the reports listed in 5.03 A., but such reports and drawings are not Contract Documents. Contractor will not rely upon or make any claim against the Authority, the Engineer or any of Engineer's Consultants with respect to:~~

- ~~1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or~~
- ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. Any Contractor interpretation of or conclusion drawn from any technical data or any other data, interpretations, opinions, or information.~~

~~I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

## **ARTICLE 6—BONDS AND INSURANCE**

Article 6 is deleted and replaced with the following:

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 insurance code;
  4. hold a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. Sections 9304 to 9308; and
  5. provide an affidavit executed by an officer of the surety bond insurer as evidence that the surety company is in compliance with the foregoing requirements.
- 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 Builder's Risk Insurance. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. The Authority reserves the right to review proposed builders risk insurance, request changes in contractor's coverage and compare owner's builders risk coverage alternatives. In the event the Authority elects to bind an owners builders risk policy, the Authority will waive this requirement for Contractors Builder's Risk Insurance.
- 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), Flood, Wind including Named Windstorm, Hail and such other perils or causes of loss covered under Special Form perils, and/or as may be specifically required by the Contract;
    - ii. include Equipment Breakdown/Boiler & Machinery coverage;
    - iii. include "Land" for fill and backfill, excavations, materials, berms, embankments and like property that are included in the project values;
    - iv. include pipes and pipelines that are included in the project values;
    - v. include:
      - (a) resulting damage from faulty workmanship ("LEG3")
      - (b) Terrorism/Sabotage
    - vi. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
    - vii. 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;
    - viii. allow for partial utilization of the Work by Owner;
    - ix. include testing and startup; and
    - x. 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. Owner shall be included as Additional Insured (provide actual endorsement/policy language)
  - c. Other Additional Insureds, as their respective interest may appear, or as specified in written contract, shall be included
  - d. 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 Authority's Board approval of the Contract, Contractor shall provide to Owner the required Certificate of Insurance that meets 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.

**ARTICLE 7. CONTRACTOR'S RESPONSIBILITIES**

*Paragraph 7.02 B. is revised as follows. All other parts of paragraph 7.02 remain in effect.*

*SC-7.02 Supervision and Superintendence*

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to and approval of Owner and Engineer except under extraordinary circumstances.

Paragraph 7.03 C. is revised as follows. All other parts of paragraph 7.03 remain in effect.

*SC-7.03 Labor; Working Hours*

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during Contractor's regular working hours, as agreed by the parties in Contractor's Construction Progress Schedule provided to Engineer following Contract execution. Monday through Friday. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.~~

Paragraph 7.07 B. and C. are revised as follows. All other parts of paragraph 7.07 remain in effect.

*SC-7.07 Concerning Subcontractors and Suppliers*

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work as stated in the Contractor's Response to the RFQ unless authorized in writing by Owner as provided in section 6.3 of the RFQ ~~if required by the Contractor to do so.~~
- D. Other than the Major Subcontractors identified in the RFQ, ~~P~~prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 510 days.

Paragraph 7.08 B. is deleted. All other parts of paragraph 7.08 entitled Patent Fees and Royalties remain in effect.

Paragraph 7.18 A. is deleted and replaced with the following. All other parts of 7.18 remain in effect.

*SC-7.18 Indemnification.*

- A. Contractor shall indemnify and hold harmless the Authority, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. Contractor's indemnification responsibility under the foregoing sentence is limited to the Contract Price. This provision is consistent with Section 725.06, Florida Statutes.

**ARTICLE 9—OWNER'S RESPONSIBILITIES**

Paragraph 9.01 is revised as follows.

SC-9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions or otherwise directed by Owner, Owner shall issue all communications to Contractor through Engineer.

Paragraph 9.02 is revised as follows.

SC-9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, ~~provided Contractor makes no reasonable objection to the replacement engineer~~. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

Paragraph 9.11, Evidence of Financial Arrangements, is deleted.

~~9.11—*Evidence of Financial Arrangements*~~

~~A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).~~

**ARTICLE 11—CHANGES TO THE CONTRACT**

Paragraph 11.07 C.1.–3. is revised as follows. All other parts of paragraph 11.07 remain in effect.

SC-11.07 *Change of Contract Price*

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be ~~8~~15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 5 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than ~~27~~15 percent of the costs incurred by the Subcontractor that actually performs the Work;

**ARTICLE 12—CLAIMS**

Paragraph 12.01 B. is revised as follows. All other parts of paragraph 12.01 remain in effect.

SC-12.01 *Claims*

- B. *Submittal of Claim:* ~~The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the claim shall deliver written notice stating the general nature of each Claim, dispute, or other matter to the other party immediately, but in no event later than ten (10) days after the start of the event giving rise thereto and shall deliver to the other party written details of the Claim, dispute, or other matter including the amount or extent of it with supporting data within thirty (30) days after the start of such event (unless the other party allows additional time to submit additional or more accurate data in support of such Claim, dispute, or other matter).~~ The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

A new paragraph 12.02 is added as follows:

SC-12.02 *Continuing the Work.*

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. Contractor will not delay or postpone the work pending resolution of any disputes or disagreements except as the Contractor and Owner may otherwise agree in writing. Owner will be entitled to terminate the Contract for cause if Contractor delays, postpones, or suspends the Work during any dispute or disagreement with Owner.

**ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

Paragraph 13.01 B. 1. is revised as follows. All other parts of paragraph 13.01 remain in effect.

SC-13.01 *Cost of the Work*

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not



limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours as defined by the Contractor in its Construction Progress Schedule submittal, will be included in the above to the extent authorized by Owner.

Paragraph 13.02 B., 13.02 B. 1., and 13.02 B. 2. is revised as follows. All other parts of paragraph 13.02 remain in effect.

SC-13.02 *Allowances*

B. ~~Cash~~ Allowances

1. the ~~cash~~ allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the ~~cash~~ allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

Paragraph 15.01 B. 1. and 15.01 D. 1 are revised as follows. All other parts of paragraph 15.01 remain in effect.

SC-15.01 *Progress Payments*

B. *Applications for Payments*

1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. Contractor shall submit all Applications for Payment or before the 10<sup>th</sup> of each month for work completed through the last day of the previous month.~~

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner will pay Contractor as provided in the Local Government Prompt Payment Act set forth in Part VII of Chapter 218, Florida Statutes.~~

Paragraph 15.08 A. is revised as follows. All other parts of paragraph 15.08 remain in effect.

15.08 *Correction Period*

- A. If within two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be

defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 5.02.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

~~If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:~~

- ~~1. correct the defective repairs to the Site or such adjacent areas;~~
- ~~2. correct such defective Work;~~
- ~~3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and~~
- ~~4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.~~

**ARTICLE 18—MISCELLANEOUS**

Paragraph 18.01 is revised as follows.

SC-18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line to the following emails designated by each party.

If to the Authority:

[Randerson@regionalwater.org](mailto:Randerson@regionalwater.org)

[MKnowles@regionalwater.org](mailto:MKnowles@regionalwater.org)

[Alee@regionalwater.org](mailto:Alee@regionalwater.org)

[PeaceRiver@regionalwater.org](mailto:PeaceRiver@regionalwater.org)

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_

---

**[Contractor must provide 3 email addresses]**

Paragraph 18.02 is revised as follows.

SC-18.02        *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day the Authority is closed for business ~~a day made a legal holiday by the law of the applicable jurisdiction~~, such day will be omitted from the computation. If Contractor's regular working hours as defined in Contractor's Progress Schedule are different from the days the Authority is open for business, the fact that the Authority is closed does not prevent Contractor from working.

**ARTICLE 18 – MISCELLANEOUS**

Paragraph 18.07 is revised as follows.

SC-18.07        *Controlling Law and Venue*

- A. This Contract is to be governed by the law of the state in which the Project is located.
- B. Venue for any action under state law arising under this Contract will be in the Twelfth Judicial Circuit of Florida for Desoto, Manatee, and Sarasota Counties. Claims justiciable in federal court will be in the Middle District of Florida.

A new paragraph 18.11 is added as follows.

SC-18.11        *Sovereign Immunity.*

Contractor acknowledges and agrees that nothing contained in this Agreement will be construed or interpreted as (i) denying the Authority any remedy or defense available to it under the laws of the State of Florida; or (ii) a waiver of the Authority's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.



- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment



and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **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 one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. 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.
- C. 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.
- D. 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.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. 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 in the Supplementary Conditions 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.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party 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.
- J. 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.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. 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.
- M. 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.
- N. 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 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *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 (as set forth in Paragraph 15.06.D), 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.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 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.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *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.

#### 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, 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 Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, 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, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. 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.
- D. 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 in the Supplementary Conditions 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.

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.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.



- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or



9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.



- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

#### B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change



Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time



submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.





Forested Wetlands & Uplands	FLUCFS Classification <sup>1</sup>	FLUCFS Code	Stratum	Species	Common Name <sup>6</sup>	Stock Type(s) <sup>2</sup>	NPOPRM Contingency Planting	Cost Per Plant	NPOPRM Contingency Planting Price	SWOPRM Contingency Planting	Cost Per Plant	SWOPRM Contingency Planting Price	
	Pine Flatwoods	4110	Groundcover Subdominant species	<i>Aeltris lutea</i>	Yellow Collinroot	BR <sup>3</sup>	100				100		
				<i>Aristida spiciformis</i>	Bottlebrush Threazawn	LN 2 <sup>4</sup>	100				100		
				<i>Bejaria racemosa</i>	Tarflower	1 gal <sup>5</sup>	100					100	
				<i>Liatris gracilis</i>	Slender Gayfeather	BR <sup>3</sup>	100					100	
				<i>Liatris tenuifolia var. quadriflora</i>	Pineywoods Dropseed	LN 2 <sup>4</sup>	100					100	
				<i>Platanthera ciliaris</i>	Yellow Fringed Orchid	BR <sup>3</sup>	100					100	
				<i>Pterocaulon pycnostachyum</i>	Blackroot	BR <sup>3</sup>	100					100	
				<i>Sporobolus junceus</i>	Pineywoods Dropseed	BR <sup>3</sup>	100			100			
	Xeric Oak	4210	Canopy	<b><i>Quercus chapmani</i></b>	Chapman's Oak	7 gal <sup>5</sup>	47						
<b><i>Quercus geminata</i></b>				Sand Live Oak	7 gal <sup>5</sup>	63							
<b><i>Quercus myrtifolia</i></b>				Myrtle Oak	7 gal <sup>5</sup>	47							
Sub-Canopy			<i>Osmanthus floridanum</i>	Scrub Wild Olive	1 gal <sup>5</sup>	23							
			<i>Sereoa repens</i>	Saw Palmetto	1 gal <sup>5</sup>	23							
			<i>Vaccinium stamineum</i>	Deerberry	1 gal <sup>10</sup>	24							
Groundcover			<i>Aristida spiciformis</i>	Bottlebrush Threazawn	BR <sup>3</sup>	873							
			<i>Aristida stricta</i>	Wiregrass	LN <sup>4</sup>	873							
			<i>Carphephorus corymbosus</i>	Florida Paintbrush	LN <sup>4</sup>	873							
			<i>Dyschoriste oblongifolia</i>	Oblongleaf Twinflower	LN <sup>4</sup>	873							
			<i>Geobalanus oblongifolius</i>	Crother Apple	1 gal <sup>5</sup>	873							
			<i>Lupinus diffusus</i>	Skyblue Lupine	BR <sup>3</sup>	873							
			<i>Ptiloblephis rigida</i>	Wild Pennyroyal	1 gal <sup>5</sup>	873							
<i>Sorghastrum secundum</i>	Lopsided Indiangrass	LN 2 <sup>4</sup>	873										
Upland Hardwoods	4200	Canopy	<b><i>Quercus laurifolia</i></b>	Laurel Oak	7 gal <sup>5</sup>	56				122			
			<b><i>Quercus virginiana</i></b>	Live Oak	7 gal <sup>5</sup>	56				122			
			<i>Magnolia virginiana</i>	Southern Magnolia	7 gal <sup>5</sup>	28				61			
		Sub-Canopy	<i>Cornus florida</i>	Flowering dogwood	1 gal <sup>6</sup>	8					18		
			<i>Callicarpa americana</i>	American beautyberry	1 gal <sup>5</sup>	11					23		
			<i>Persea borbonia</i>	Red Bay	3 gal <sup>6</sup>	8					18		
		Groundcover	<i>Dichanthelium spp.</i>	Witchgrasses	LN <sup>4</sup>	203					442		
			<b><i>Pteridium aquilinum var. caudatum</i></b>	Lacy bracken fern	BR <sup>3</sup>	271					590		
			<i>Psychotria nervosa</i>	Wild coffee	LN <sup>4</sup>	203					442		
							<b>Total NPOPRM Forested Contingency Planting Price</b>			<b>Total SWOPRM Forested Contingency Planting Price</b>			

NOTES

- <sup>1</sup> Restorative planting for forested systems will occur in all FLUCFS habitat types represented within designated enhancement areas and all restoration and creation areas, including areas of disturbance/impact within ditch plugging/backfilling areas.
- <sup>2</sup> Availability of stock types will be confirmed at the time of construction contract bidding and adjustment in quantities and/or species may be required depending on stock types utilized and availability of materials.
- <sup>3</sup> BR = Bareroot, wild harvested from other areas of R.V. Griffin or surrounding public lands.
- <sup>4</sup> Calculated densities assume a triangular grid spacing.
- <sup>5</sup> Bolded species indicate mandatory, dominant species
- <sup>6</sup> Common names utilized are per the Atlas of Florida Plants <https://florida.plantatlas.usf.edu/>

Herbaceous Wetlands	FLUCFS Classification	FLUCFS Code	Planting Zone	Stratum	Species <sup>1,5</sup>	Common Name <sup>5</sup>	Preferred Stock Type[s] <sup>2</sup>	SWOPRM Contingency Planting	Cost Per Plant	SWOPRM Contingency Planting Price			
	Wet Prairie <sup>4</sup>	6430	A Transitional	Groundcover <sup>1</sup> Dominant Species	<i>Andropogon virginicus var. glaucos</i>	Chalky bluestem	LN 2 <sup>-2</sup>	17					
<i>Coreopsis floridana</i>					Florida tickseed	Plugs <sup>2</sup>	17						
<i>Muhlenbergia capillaris</i>					Purple Muhly grass	LN 4 <sup>-2</sup>	17						
<i>Solidago fistulosa</i>					Pinebarren goldenrod	1 gal <sup>2</sup>	17						
B Wet Prairie			Groundcover <sup>1</sup> Dominant Species	<i>Amphicarpum muhlenbergianum</i>	Blue Maidencane	Plugs <sup>2</sup>	410						
				<i>Andropogon glomeratus var. pumilus</i>	Bushy Bluestem	LN 2 <sup>-2</sup>	410						
				<i>Coreopsis floridana</i>	Florida tickseed	Plugs <sup>2</sup>	410						
				<i>Hypericum fasciculatum</i>	Peelbark St. John's Wort	1 gal <sup>2</sup>	410						
				<i>Panicum hemitomon</i>	Maidencane	LN 4 <sup>-2</sup>	410						
				<i>Rhynchospora latifolia</i>	White-top sedge	LN 2 <sup>-2</sup>	410						
				<i>Sagittaria graminea</i>	Grassy Arrowhead	BR <sup>3</sup>	410						
				<i>Spartina bakerii</i>	Sand Cord Grass	LN 4 <sup>-2</sup>	410						
				Groundcover <sup>1</sup> Subdominant Species	<i>Eriocaulon spp.</i>	Pipeworts	LN <sup>2</sup>	100					
					<i>Helianthus angustifolius</i>	Swamp Sunflower	LN <sup>2</sup>	100					
					<i>Hyptis alata</i>	Musky Mint	LN <sup>2</sup>	100					
					<i>Lachnocaulon spp.</i>	Bogbuttons	BR <sup>3</sup>	100					
					<i>Liatris garberi</i>	Garber's Gayfeather	BR <sup>3</sup>	100					
					<i>Pinguicula caerulea</i>	Blueflower Butterwort	BR <sup>3</sup>	100					
<i>Polygala lutea</i>			Orange milkwort		LN <sup>2</sup>	100							
<i>Rhexia spp.</i>			Meadow Beauties		1 gal <sup>2</sup>	100							
<i>Sabatia spp.</i>			Marsh Pinks		BR <sup>3</sup>	100							
<i>Spiranthes laciniata</i>			Lacelip Ladiesstresses		BR <sup>3</sup>	100							
<i>Xyris spp.</i>			Yelloweyed Grass		LN 2 <sup>-2</sup>	100							
<i>Zephyranthes simpsonii</i>			Rain Lily		BR <sup>3</sup>	100							
Freshwater Marsh <sup>8</sup>			6410		A Transitional	Groundcover Dominant Species	<i>Andropogon virginicus var. glaucos</i>	Chalky bluestem	LN 2 <sup>-2</sup>	62			
							<i>Andropogon glomeratus var. pumilus</i>	Bushy Bluestem	LN 2 <sup>-2</sup>	62			
				<i>Solidago fistulosa</i>			Pinebarren goldenrod	LN <sup>2</sup>	64				
				<i>Andropogon glomeratus var. glaucopsis</i>			Purple Bluestem	LN 2 <sup>-2</sup>	1,308				
				B Wet Prairie	Groundcover Dominant Species	<i>Andropogon glomeratus var. pumilus</i>	Bushy Bluestem	BR3	1,308				
						<i>Coreopsis leavenworthii</i>	Leavenworth's tickseed	Plugs	1,308				
						<i>Helianthus angustifolius</i>	Swamp Sunflower	LN 4 <sup>-2</sup>	1,308				
						<i>Hypericum fasciculatum</i>	Peelbark St. John's Wort	1 gal <sup>2</sup>	1,308				
	<i>Panicum hemitomon</i>	Maidencane				LN 4 <sup>-2</sup>	1,308						
	<i>Rhynchospora spp.</i>	Beaksedges				LN 2 <sup>-2</sup>	1,308						
	<i>Sagittaria graminea</i>	Grassy Arrowhead				BR <sup>3</sup>	1,308						
	<i>Schizachyrium stoloniferum</i>	Creeping Little Bluestem				LN 2 <sup>-2</sup>	1,308						
	<i>Spartina bakerii</i>	Sand Cord Grass				LN 4 <sup>-2</sup>	1,308						
	Groundcover Subdominant Species	<i>Spiranthes laciniata</i>				Lacelip Ladiesstresses	BR <sup>3</sup>	100					
		<i>Eriocaulon spp.</i>				Pipeworts	LN <sup>2</sup>	100					
		<i>Pinguicula caerulea</i>				Blueflower Butterwort	BR <sup>3</sup>	100					
		<i>Lachnocaulon spp.</i>				Bogbuttons	BR <sup>3</sup>	100					
		<i>Liatris garberi</i>				Garber's Gayfeather	BR <sup>3</sup>	100					
		<i>Sabatia spp.</i>		Marsh Pinks	BR <sup>3</sup>	100							
		<i>Rhexia spp.</i>		Meadow Beauties	BR <sup>3</sup>	100							
		<i>Hyptis alata</i>		Musky Mint	BR <sup>3</sup>	100							
		<i>Polygala lutea</i>		Orange milkwort	LN 2 <sup>-2</sup>	100							
		<i>Solidago fistulosa</i>		Pinebarren Goldenrod	BR <sup>3</sup>	100							
		<i>Zephyranthes simpsonii</i>		Rain Lily	BR <sup>3</sup>	100							
		<i>Spartina bakerii</i>		Sand Cord Grass	LN 4 <sup>-2</sup>	100							
		<i>Xyris spp.</i>		Yelloweyed Grass	BR <sup>3</sup>	100							

Herbaceous Wetlands	FLUCFS Classification	FLUCFS Code	Planting Zone	Stratum	Species <sup>1,5</sup>	Common Name <sup>5</sup>	Preferred Stock Type[s] <sup>2</sup>	SWOPRM Contingency Planting	Cost Per Plant	SWOPRM Contingency Planting Price	
	Freshwater Marsh <sup>4</sup>	6410	C Shallow Marsh	Groundcover Dominant Species	<i>Cladium jamaicense</i> Crantz	Jamaica Swamp Sawgrass	LN 2 <sup>2</sup>	6,336			
<i>Eleocharis cellulosa</i>					Gulf Coast Spikerush	BR <sup>3</sup>	6,336				
<i>Panicum hemitomon</i>					Maldencane	BR <sup>3</sup>	12,671				
<i>Pontederia cordata</i>					Pickereelweed	BR <sup>3</sup>	6,336				
<i>Sagittaria lancifolia</i>					Duck Potato	BR <sup>3</sup>	12,671				
<i>Schoenoplectus tabernaemontani</i>					Soft-stem Bulrush	BR <sup>3</sup>	6,336				
Groundcover Subdominant Species				<i>Bacopa caroliniana</i>	Lemon Bacopa	BR <sup>3</sup>	100				
				<i>Coreopsis</i> spp.	Tickseed	LN 4 <sup>2</sup>	100				
				<i>Eleocharis interstincta</i>	Knotted spikerush	LN 4 <sup>2</sup>	100				
				<i>Hibiscus</i> spp.	Marsh mallows	BR <sup>3</sup>	100				
				<i>Hypericum fasciculatum</i>	Marsh St. John's Wort	1 gal	100				
				<i>Juncus effusus</i>	Soft rush	1 gal	100				
				<i>Leersia hexandra</i>	Southern Cut Grass	BR <sup>3</sup>	100				
				<i>Paspalum repens</i>	Water pasplum	LN 4 <sup>2</sup>	100				
			<i>Plantanthera nivea</i>	White Fringed Orchid	LN 2 <sup>2</sup>	100					
			<i>Pluchea</i> spp.	Camphor-weed/Marsh fleabane	LN 4 <sup>2</sup>	100					
			<i>Proserpinaca palustris</i>	Marsh Mermaidweed	LN 2 <sup>2</sup>	100					
			<i>Xyris</i> spp.	Yelloweyed Grass	BR <sup>3</sup>	100					
			D Deep Marsh	Groundcover Dominant Species	<i>Cladium jamaicense</i> Crantz	Jamaica Swamp Sawgrass	LN 2 <sup>2</sup>	2,157			
					<i>Nuphar lutea</i>	Spatterdock	BR <sup>3</sup>	2,157			
<i>Nymphoides aquatica</i>					Big floating heart	BR <sup>3</sup>	2,157				
<i>Thalia geniculata</i>					Alligatorflag	BR <sup>3</sup>	2,875				
Groundcover Subdominant Species				<i>Nymphaea</i> spp.	Waterlily	BR <sup>3</sup>	100				
				<i>Pontederia cordata</i>	Pickereelweed	LN 2 <sup>2</sup>	100				
				<i>Proserpinaca palustris</i>	Marsh Mermaidweed	LN 2 <sup>2</sup>	100				
				<i>Schoenoplectus californicus</i>	California Bulrush	LN 4 <sup>2</sup>	100				
<b>Total SWOPRM Herbaceous Contingency Planting Price</b>											

**NOTES**

<sup>1</sup> Bolded species are dominant species, and are mandatory stock to be provided by the contractor. Non-bolded species are subdominant. A minimum number of subdominant species must be included in the planting palette where more than 5 subdominant species are listed, but other appropriate wetland species may be utilized depending on quantities available.

<sup>2</sup> Availability of stock types will be confirmed at the time of construction contract bidding and adjustment in quantities and/or species substitutions may be authorized depending on stock types utilized and appropriateness of species.

<sup>3</sup> BR = Bareroot, wild harvested from other areas of R.V. Griffin or surrounding public lands.

<sup>4</sup> Calculated densities assume a triangular grid spacing.

<sup>5</sup> Common names utilized are per the Atlas of Florida Plants <https://florida.plantatlas.usf.edu/>

<sup>6</sup> Calculated densities assume a rectangular grid spacing.

## BID FORM FOR CONSTRUCTION OF RESERVOIR NO. 3

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 Bidders must provide a single electronic file of its response in searchable PDF format by email to [procurement@regionalwater.org](mailto:procurement@regionalwater.org). All responses must be delivered on or before the deadline provided in this solicitation and must state “Bid for Construction of Reservoir No. 3” as the subject line of the email.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security required under Section 15 of the Invitation to Bid.

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids and Unit Price Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any unit prices indicated in Paragraph 3.02:
- B. For Unit Price items, Bidder acknowledges that:
1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
  2. the estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- C. Base Bid Form

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
001	Insurance (not including Builders Risk)	LS	1		\$
002	Performance and Payment Bonds	LS	1		\$
003	Temporary Environmental Controls (Erosion and Sediment Control)	LS	1		\$

004	Threatened and Endangered Species Surveys and Monitoring	LS	1		\$
005	Reservoir No. 3 Mobilization	LS	1		\$
006	Reservoir No. 3 Demobilization	LS	1		\$
007	Contractor Provided Laboratory Facility	MO	40		\$
008	Reservoir Discharge Structure Preload	LS	1		\$
009	Construction Instrumentation	LS	1		\$
010	Soil Cement and Soil Cement Bentonite Cutoff Wall Test Section Construction	LS	1		\$
011	Demolition, Deconstruction and Tree and Brush Removal	LS	1		\$
<del>012</del>	<del>Reservoir No. 3 Clearing &amp; Grubbing</del>	<del>LS</del>	<del>1</del>	REMOVED	\$ REMOVED
013	Miscellaneous Dozer or Excavator Time	HR	1,000		\$
014	Unacceptable Foundation Material Excavation and Backfill	CY	130,000		\$
015	Reservoir No. 3 Embankment Construction	LS	1		\$
016	Soil Cement Bentonite Cutoff Wall	SF	2,753,000		\$
017	Soil Cement	LS	1		\$
018	Steel Sheet Pile	SF	11,100		\$
019	36-inch Steel Pipeline	LS	1		\$
020	60-inch Steel Pipeline	LS	1		\$
021	HDPE Intake Pipeline and Discharge Outlets	LS	1		\$
022	Service Spillway Meter and Valve Vaults	LS	1		\$
023	Perimeter Canal Outlet Structures and Wetland Drainage Structures	LS	1		\$
024	Reservoir Intake Structure	LS	1		\$
025	Reservoir Discharge Structure, Bridge, and Spillway Pipeline Conduit	LS	1		\$
026	Auxiliary Discharge Impact Basin	LS	1		\$
027	Reservoir No. 1 Baffled Chutes	LS	1		\$
028	Permanent Embankment Instrumentation	LS	1		\$
029	Security Fencing	LS	1		\$
030	Aeration Building and Compressed Air Piping Conveyance System	LS	1		\$
031	In-Reservoir Aeration System Design and Construction	LS	1		\$

032	Seeding and Sodding	LS	1		\$
033	Electrical and Lighting Construction	LS	1		\$
034	SCADA Construction	LS	1		\$
035	North and East Access Roads	LS	1		\$
036	Quantity Allowance for Gopher Tortoise Removal Pre-Deposit Match	EA	50		\$
037	Quantity Allowance for Gopher Tortoise Removal Post-Deposit Match	EA	50		\$
Total of Base Lump Sum and Unit Price Bid Items					\$

D. North Pasture Mitigation Area Alternate Bid Items

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
101	North Pasture Mobilization and Demobilization	LS	1		\$
102	North Pasture Nuisance and Exotic Species Control	AC	196		\$
103	North Pasture Clearing & Grubbing	AC	188		\$
104	North Pasture Stripping and Site Grading	AC	194		\$
105	Reservoir No. 3 Donor Wetland Soil Excavation, North Pasture Placement & Final Grading	AC	133		\$
106	North Pasture Forested Wetland Creation/Restoration and Upland Enhancement Planting Areas	LS	1		\$
107	Contingency Planting	EA	(See Attachment 1A)		\$
Total of North Pasture Mitigation Area Alternate Bid Items					\$

E. Southwest Mitigation Area Alternate Bid Items

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
108	Southwest Mitigation Area Mobilization and Demobilization	LS	1		\$
109	Southwest Mitigation Area Nuisance and Exotic Species Control	AC	445		\$
110	Southwest Mitigation Area Clearing & Grubbing	AC	158		\$

111	Southwest Mitigation Area Stripping and Site Grading	AC	150		\$
112	Reservoir No. 3 Donor Wetland Soil Excavation, Southwest Mitigation Area Placement & Final Grading	AC	97		\$
113	Southwest Mitigation Area Forested Wetland Creation/Restoration and Upland Enhancement Planting Areas	LS	1		\$
114	Supplemental Planting of Southwest Mitigation Area Herbaceous Wetland Enhancement and Ditch Backfill Areas	LS	1		\$
115	Contingency Planting	EA	(See Attachment 1B)		\$
Total of Southwest Mitigation Area Alternate Bid Items					\$

F. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
116	Owner's Contingency Allowance 13.02 (C)	LS	1	10,000,000	\$ 10,000,000

3.02 *Total Bid Price (Lump Sum and Unit Prices, including Base and Alternate Items). This total does not include the Builder's Risk Policy.*

Total Bid Price (Total of all Base and Alternate Lump Sum and Unit Price Bids Pay Item Numbers 001 thru 116)	\$
--	----

3.03 **Builder's Risk Policy:** The Owner may elect to procure their own Builder's Risk Policy. Respondents to include the Builder's Risk Policy cost in the following table in the event the Owner does not choose to procure their own policy. This cost will not be considered in the evaluation of the low bidder for award of the contract. Do not include the Builder's Risk Policy cost in any other pay item number.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
130	Builder's Risk Policy	LS	1		\$



**ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within the number of days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Bidder's Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact Person:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

Attachment 2

Bid Form including Addenda Acknowledgement and  
Signature Page

## Attachment 3

Peace River Reservoir Design Construction Documents  
Project Manual July 2025

(HDR Inc. will be providing a link to download the digital version of Attachment 3, 4, and 5 to all Bidders.)

## Attachment 4

The Geotechnical Data Report prepared by HDR Engineering, Inc. dated July 2025

(HDR Inc. will be providing a link to download the digital version of Attachment 3, 4, and 5 to all Bidders.)

## Attachment 5

Interim Source Removal Report, RV Griffin Reserve, Former Cattle Dip Site, DeSoto County, Florida prepared by Brown and Caldwell dated May 7, 2024; and four quarterly Post Active Remedial Monitoring Reports prepared by Brown and Caldwell dated June 28, 2024, October 14, 2024, December 23, 2024, and April 24, 2025, respectively.

(HDR Inc. will be providing a link to download the digital version of Attachment 3, 4, and 5 to all Bidders.)



**Invitation to Bid**  
**Construction of Reservoir No. 3**

**Peace River Manasota Regional Water Supply Authority**  
**Date August 11, 2025**

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## 1. Overview and Background

The Peace River Manasota Regional Water Supply Authority (the "Authority" or "Owner") 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.

This Invitation to Bid ("ITB" or "solicitation") is for bids to construct a new 9.3-billion-gallon raw water storage reservoir known as Reservoir No. 3 which is further described in this solicitation (the "Project"). Reservoir No. 3 is part of the larger programmatic surface water expansion known as the Peace River Regional Reservoir No. 3, or PR3, project.

The Authority issued a Request for Qualifications on April 9, 2025, to pre-qualify contractors eligible to submit a bid for this Project (the "RFQ") and issued a Notice of Intent on June 23, 2025, listing three qualified construction firms, Barnhard, Kiewit Infrastructure South, Co and Phillips & Jordan Inc. The RFQ and the Notice of Intent are posted on the Authority's website. **Only those three contractors that qualified under that process may submit bids in response to this solicitation.**

By submitting a response, a bidder represents that it accepts and agrees to be bound by the terms and conditions of this ITB and the RFQ including all attachments. Bidders 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/>

## 2. General Project Description

The Project is to construct Reservoir No. 3 in proximity to the existing reservoirs located in southwestern Desoto County on the R.V. Griffin Reserve. The RFQ contains further details about the Project. The Project must be completed subject to the conditions provided in the Agreement, General Conditions, Supplementary Conditions provided in Attachment 1 and Construction Documents Project Manual provided in Attachment 3.

## 3. Solicitation Documents

This ITB includes all attachments listed below. A copy of this ITB may be obtained at no charge by visiting the Authority's website ([www.regionalwater.org](http://www.regionalwater.org)) or by contacting Rachel Kersten at [peacriver@regionalwater.org](mailto:peacriver@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](http://www.demandstar.com)) for more information regarding this service. Participation in the

DemandStar system is not a requirement for doing business with the Authority.

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.

In this document the terms "bid" and "response" have the same meaning, the terms "bidder" and "respondent" have the same meaning, and the terms "ITB" and "solicitation" have the same meaning.

The following attachments are included in this solicitation:

- Attachment 1 – The Contract including the Agreement, Standard General Conditions, and Supplementary Conditions
- Attachment 2 – Bid Form including Addenda Acknowledgement and Signature Page
- Attachment 3 – Peace River Reservoir Design Construction Documents Project Manual July 2025
- Attachment 4 – The Geotechnical Data Report prepared by HDR Engineering, Inc. dated July 2025.
- Attachment 5 – Interim Source Removal Report, RV Griffin Reserve, Former Cattle Dip Site, DeSoto County, Florida prepared by Brown and Caldwell dated May 7, 2024; and four quarterly Post Active Remedial Monitoring Reports prepared by Brown and Caldwell dated June 28, 2024, October 14, 2024, December 23, 2024, and April 24, 2025, respectively.

HDR Inc. will be providing a secure link to download the digital version of Attachment 3, 4, and 5 to all Bidders.

### **Limited Reliance by Bidder on Technical Data in Attachments 4 and 5**

Attachments 4 and 5 are provided for information only. Bidder may rely upon the accuracy of the data provided in Attachments 4 and 5. Bidder may not rely upon or make any claim against the Authority, the engineer that prepared the reports or any of engineer's consultants concerning Attachments 4 and 5 with respect to:

- (a) The completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and safety precautions and programs incident thereto; or
- (b) Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- (c) Any Bidder interpretation of or conclusion drawn from any technical data or any other data, interpretations, opinions, or information.

After Bidder reviews these reports, if Bidder determines that it needs additional information to accurately prepare its bid, it is Bidder’s responsibility to request the opportunity to obtain additional information by conducting additional tests and analysis.

#### **4. Anticipated Procurement Schedule**

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

<b>Event</b>	<b>Date</b>
Issue Invitation to Bid	August 11, 2025
Mandatory Pre-Bid Meeting and Site Visit	August 22, 2025, at 10:00 am EST
Questions Due	September 5, 2025, at 10:00 am EST
Deadline to Submit Bids and Bid Opening	October 15, 2025, at 10:00 am EST
Board meeting to consider bid award	December 3, 2025, 9:30 am EST

#### **5. Mandatory Pre-Bid Meeting and Site Visit**

The mandatory pre-bid meeting and site visit will be held in-person.

Bidders must attend this mandatory meeting to qualify to submit a bid and attendance at the meeting will be verified via the meeting sign in sheet. The mandatory site meeting will occur at the Peace River Facility located at 8998 SW CR 769, Arcadia, FL 34269.

The information presented at the meeting and site visit does not alter this solicitation or the contract documents. The Authority will issue Addenda if it makes any changes to this solicitation or the contract documents that result from discussions at these meetings. Information presented and statements made at these meetings will not be binding or legally effective unless incorporated in an Addendum.

#### **6. Bid Opening**

As provided in section 255.0158, Florida Statutes, the Authority will open all sealed bids at a public meeting immediately following the deadline as provided in the Procurement Schedule. The meeting will be held at 9415 Town Center Parkway, Lakewood Ranch, FL 34202. At the meeting, the Authority will announce the name of each Bidder and the price submitted in the bid.

#### **7. Questions and Communications**

For all inquiries concerning this solicitation, respondents may only contact the Authority by electronic mail at [procurement@regionalwater.org](mailto:procurement@regionalwater.org) using **“Question re: ITB for Reservoir**

**No. 3"** as the subject line. Questions must be submitted on or before the deadline listed in the Procurement Schedule. 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.

## **8. 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](http://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.

## **9. The Construction Contract**

A copy of the construction contract is included in this solicitation. The contract contains bond and insurance requirements that the selected contractor must satisfy before the Authority will execute it. The successful bid will be incorporated into the contract with terms acceptable to the Authority in its sole discretion. **By submitting a response, respondent agrees to all the terms and conditions of this solicitation and those included in the attached contract.** If respondent desires to propose a change to a term or condition of this solicitation or the Authority's contract, respondent must identify its request by submitting a question by email by the established deadlines as provided in this solicitation. The Authority will 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.

After the Authority issues the notice of award, the Authority will provide the contract to the successful bidder. The successful bidder must sign and deliver the Contract, completed exhibits, and certificates of insurance to the Authority within 14 days after Authority provides it.

## **10. Bonds and Insurance**

The Supplementary Conditions portion of the construction contract contains requirements concerning bonds and insurance. When the successful bidder delivers the executed contract to Authority, it must be accompanied by evidence of the required bonds and insurance.

## **11. Bid Submittal Requirements**

Bidders must provide a single electronic file of its response in searchable PDF format by email

to [procurement@regionalwater.org](mailto:procurement@regionalwater.org). All responses must be delivered on or before the deadline provided in this solicitation and must state **"Bid for Construction of Reservoir No. 3"** 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.

The Authority assumes no responsibility for responses not properly marked. Delivery of a response to any Authority office, receptionist, or personnel other than provided above will not constitute "delivery" as required by this solicitation. If the response is delivered after the established deadline or is not submitted at the correct location or in the designated manner, a Respondent will be deemed non-responsive to the solicitation requirements.

Responses that are incomplete, conditional, obscure, or do not conform to the requirements contained in this solicitation may be rejected as nonresponsive at the sole discretion of the Authority. If awarded, no contract will be formed between the respondent and the Authority until both parties execute an agreement. Upon submittal of its response, respondent agrees to be bound by all terms and conditions of this solicitation. Respondent – not the Authority – is responsible for any expenses it incurs in connection with preparing a response to this solicitation.

## **12. Taxes**

The bidder is responsible for paying all applicable local, state, and federal taxes on materials and equipment it uses for the Work. All taxes must be included in the bid price. The Authority is tax exempt.

## **13. Basis of Bid**

### **1. Base Bid with Alternates**

Bidders must submit a Bid to conform with the Bid Form for Base Bid items and include a separate price for each alternate, as appropriate, described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate, if any, will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

The total bid used to evaluate the low bidder will be of the base bid items and the alternates except for the Builder's Risk Policy.

## **14. Bid Contents**

Bidder must complete and submit the following documents:

- a. Bid Form including acknowledgement of receipt of all addenda and signature

b. Bid Bond

Bidders must complete every blank on the bid form typewritten or in ink and must initial any erasures or alterations. All names must be typed or legibly printed in ink below each signature. A bid by a person who affixes to its signature the word "president", "secretary", "agent", or other designation without disclosing its principal may be held to be the bid of the individual signing. When requested by Authority, bidder must furnish evidence of the authority of the person signing the bid.

## **15. Bid Security**

15.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5% percent** of Bidder's maximum Bid price determined by adding the base bid and all alternates, except the Builder's Risk Policy, and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond must be substantially in the form provided in EJCDC form C-430 Bid Bond (Penal Sum Form) ©2018.

15.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

15.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

15.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## **16. Modification or Withdrawal of Bid**

A bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a bid must be executed and delivered to the place where bids are to be submitted before the date and time for the opening of bids.

If within 24 hours after bids are opened any bidder files a duly signed written notice with the Authority and promptly thereafter demonstrates to the reasonable satisfaction of the Authority that there was a material and substantial mistake in the preparation of its bid, then bidder may withdraw its bid. Thereafter, if the work is rebid, that bidder may be disqualified from

submitting a bid on the work.

## **17. Review of Bids**

The Authority intends to award the contract to the lowest responsible and responsive bidder based on the bid form if the bid has been submitted in accordance with the requirements of this solicitation. The Authority will not consider more than one bid for the same work from an individual or entity under the same or different names. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder or the rejection of all bids in which that bidder has an interest.

## **18. 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.

## **19. 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](http://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 Statutes, 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.

## **Attachments**

- Attachment 1    The Contract including the Agreement, Standard General Conditions, and Supplementary Conditions**
  
- Attachment 2    Bid Form including Addenda Acknowledgement and Signature Page**
  
- Attachment 3    Peace River Reservoir Design Construction Documents Project Manual July 2025**
  
- Attachment 4    The Geotechnical Data Report prepared by HDR Engineering, Inc. dated July 2025.**
  
- Attachment 5    Interim Source Removal Report, RV Griffin Reserve, Former Cattle Dip Site, DeSoto County, Florida prepared by Brown and Caldwell dated May 7, 2024; and four quarterly Post Active Remedial Monitoring Reports prepared by Brown and Caldwell dated June 28, 2024, October 14, 2024, December 23, 2024, and April 24, 2025, respectively.**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 5**

**Surface Water System Expansion Project Builders Risk Insurance**

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**Presenters -**

Ann Lee, CGFO Finance and Budget Senior Manager;  
Michelle Martin, Sr. Vice President, Brown & Brown

**Recommended Action -**

**Motion** to approve and authorize Executive Director to bind Builders Risk coverage for the Surface Water System Expansion Project for a not to exceed amount of \$3,865,817.

Staff will discuss Builders Risk insurance for the Surface Water System Expansion Project (SWSEP) including the benefits and cost savings of an owner-held Builders Risk program. The owner held a Builders Risk policy, including all terrorism coverages, which is quoted at a not-to-exceed cost of \$3,865,817, representing a savings of \$2,471,532 compared to the contractor-proposed Builders Risk policies purchased separately for each of the respective project components.

**Budget Action:** No action is needed.

**Attachments:**

Tab A Presentation Materials

Tab B Brown & Brown Surface Water System Expansion Project Proposal

**TAB A**  
Presentation Materials

# Surface Water System Expansion Project Builders Risk Insurance

Regular 5  
December 3, 2025

*Michelle Martin, CIC – Sr. Vice President  
Risk Management Associates, Inc.  
Brown & Brown Public Sector / Risk Solutions Complex Property*



1

## What is Builders Risk Insurance?

**Specialized Property Insurance for Buildings and Structures while under construction**

### Permanent Works



All Materials, supplies, equipment, machinery, and other property of a similar nature all when used or to be used in site preparation, fabrication or assembly, installation or erection or the construction of or alteration, renovation, rehabilitation of the Insured Project, including conveyance pipeline and fill/backfill work

### Temporary Works



All scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings all incidental to the Insured Project

### Soft Costs – due to Delay in Completion



Owners' expense necessarily incurred during the period of delay following a claim that are over and above what would have been incurred had no loss or damage occurred. (Includes Professional fees, insurance, administrative expenses)



2

## Advantages of Master Program

- ✓ Lower Cost of Insurance
- ✓ Eligibility for FEMA Public Assistance
- ✓ Consistency of insurance coverage across all projects
- ✓ Ease of centralized administration
- ✓ Control over when insurance is initiated and terminated
- ✓ Claims process controlled by Authority



3

## Master Builders Risk Insurance Program Highlights

- Peace River Manasota Regional Water Supply Authority is First Named Insured (controlling agent for all other insureds)
- Additional Insureds include contractors, suppliers, and others as required by contract
- \$450M Per Project Limit, subject to reported Cost
  - \$25M Sublimit - Named Windstorm (including Flood)
  - \$10M Sublimit – Inland Flood
- Project completion coordinated with Authority's permanent insurance program
- Financial Ratings
  - Lead insurer is Chubb – Highest AM Best Rating: A++ XV



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## Per Project Premium Estimates\* Comparison

\* FINAL PREMIUMS WILL BE CALCULATED ON THE ACTUAL START/FINISH TIMES OF EACH PROJECT AND FINALIZED PROJECT COSTS. THE BELOW COST COMPARISON IS CALCULATED ON CONTRACTORS' TIMELINES AND PROJECT COSTS AS OF NOVEMBER 2025.

PROJECT	CONTRACTORS COST	AUTHORITY PROGRAM COST
PRF Expansion	\$ 1,950,500	\$ 797,983
PR3 Vol 1 Reservoir	\$ 3,918,600	\$ 2,368,832
PR3 Vol 3 Reservoir Pump Station & Electrical	\$ 354,833	\$ 293,532
PR3 Vol 4 Conveyance	\$ 113,416	\$ 54,032
TOTAL	\$ 6,337,349	\$ 3,514,379
Authority Premium Savings Over Contractor Premiums		\$ (2,822,970)
% Savings over Contractor Premiums		-45%
<b>NTE Request - With Cost Contingency @ 10%</b>		<b>\$ 3,865,817</b>



5

## BOARD MOTION

**Motion** to approve and authorize the Executive Director to bind Builders Risk coverage for the Surface Water System Expansion Project for a not to exceed amount of \$3,865,817.



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**THANK YOU!**



*Any solicitation or invitation to discuss insurance sales or servicing is being provided at the request of Risk Management Associates, Inc., an owned subsidiary of Brown & Brown, Inc. Risk Management Associates, Inc. only provides insurance related solicitations or services to insureds or insured risks in jurisdictions where it and its individual insurance professionals are properly licensed.*





**TAB B**  
Brown & Brown Surface Water System Expansion Project Proposal

PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY

# Surface Water Supply Expansion Project Proposal

Effective 12/05/2025 to 05/31/2028



# Introduction

Brown & Brown is pleased to present the attached proposal for a Master Builder's Risk (MBR) insurance program, which was designed specifically for the expansion of the existing Peace River Manasota Regional Water Supply Authority (Water Authority). We are extremely appreciative of the trust the Water Authority gives Brown & Brown to represent them in the insurance market and specifically as it relates to this important expansion project at the Peace River site.

The proposed MBR program will provide coverage for all four major components of the project on a per occurrence basis which will cover the needs of all the general contractors and the Water Authority. This program has been developed and tailored, based on various conversations with the Water Authority throughout 2025. Brown & Brown will be presenting this proposed program to the Board on 12/3/2025.

Brown & Brown did an extensive marketing of the program to make sure the Water Authority had the best coverage for the best price available in the market. By taking an MBR approach instead of separate builder's risk policies for each component, the Water Authority was able to get economies of scale by marketing all components of the project and building a named windstorm (hurricane) strategy that allowed the Water Authority to purchase hurricane coverage in the most efficient and cost-effective way possible.

The combined MBR program has many advantages to buying separate policies for each component;

- Lower Cost
- Eligibility of FEMA Public Assistance
- Consistency of coverage across each component
- Centralized administration of the insurance program
- Water Authority has control over when components are added to MBR and when they are added to permanent property insurance
- In claims situation, the Water Authority has control of the claim

The program is bindable for \$0.00 deposit premium effective 12/5/2025. Between 12/5/2025 and 12/5/2026, all four components can be bound based on the agreed rates/terms detailed below with the premium for each component due 30 days after binding each component separately.

# Lead Quote

CHUBB®

TO: John Costello  
COMPANY: Brown & Brown  
EMAIL: John.Costello@bbrown.com

FROM: Sarah Wigle  
DATE SENT: 11/06/2025  
EMAIL: Sarah.Wigle@chubb.com

## Builders Risk Coverage Quotation IV

Quote #: 09MYWP 001QU

Named Insured and Mailing Address: Peace River Manasota Regional Water Supply Authority  
9415 Town Center Parkway, Lakewood Ranch, FL 34202

Thank you for submitting the captioned account. Please read this quotation carefully, as the limits, coverage, exclusions, and any other terms and conditions may vary from those you requested in your submission.

This quote is valid for 60 days from the date sent or until the effective date shown below, whichever comes first. Please contact me with any questions that you may have.

**When Coverage Begins:** 12/05/2025 12:01 A.M. Local Time at the NAMED INSURED's Address

**When Coverage Ends:** 12/05/2026 12:01 A.M. Local Time at the NAMED INSURED's Address

**Company: Westchester Surplus Lines Insurance Company A++ XV AM BEST RATED**

**Coverage:** Builder's Risk

**Coverage Form(s):** Construction Risk Coverage Form ACE0728 (11/21)

**Covered Perils:** Direct physical LOSS subject to the terms, conditions and exclusions in the policy forms and as specified below.

Whenever "NCP" is shown below it denotes no coverage has been purchased and no coverage is provided. Whenever "NA" is shown below it denotes "Not Applicable" to that coverage, deductible, Sub-limit of Insurance, or other policy provision.

### I. Description, Location and Estimated Completed Value of the INSURED PROJECT at Policy Inception

- A. Estimated construction contract price: \$ As Reported Per Project
- B. Value of all property not declared in A. above to be insured by this Policy and intended for installation under the construction contract, whether supplied by the INSURED PROJECT owner(s) or other(s): \$ 0
- C. Estimated COMPLETED VALUE of the INSURED PROJECT at Policy inception: \$ As Reported Per Project
- D. Value of EXISTING PROPERTY at Policy Inception: \$ NCP
- E. INSURED PROJECT Name: As Reported Per Project
- F. INSURED PROJECT Description/Construction: Various elements of the expansion of the Peace River Wastewater Treatment Plant facility as reported and endorsed to the Policy, except as otherwise excluded.
- G. INSURED PROJECT Site: Peace River Water Treatment Facility, Arcadia, FL 34269

## II. Limits of Insurance:

\$225,000,000 (50%) part of \$450,000,000 Per OCCURRENCE

The Company will pay no more for direct physical LOSS in any one OCCURRENCE than the above Limit of Insurance. In addition, the Company will not pay for more than its proportionate share (50%) of the following Sub-limits of Insurance and Annual Aggregate Sub-limits of Insurance, which are part of, and not in addition to, the Limit of Insurance above:

### Sub-limits of Insurance

A. Physical LOSS to the INSURED PROJECT		\$ <u>As Reported up to \$450,000,000</u>
B. Delay in Opening (per Form Number ACE0729)		\$ <u>As Reported up to \$25,000,000 per OCCURRENCE and in the Aggregate</u>
Maximum PERIOD OF INDEMNITY:	Loss of RENTAL INCOME	<u>NCP</u> Calendar Days
	Loss of BUSINESS INCOME	<u>NCP</u> Calendar Days
	SOFT COSTS / ADDITIONAL EXPENSES	<u>TBD</u> Calendar Days
Loss of RENTAL INCOME:	<u>\$NCP</u>	Monthly Limit of Indemnity <u>\$NCP</u>
Loss of BUSINESS INCOME:	<u>\$NCP</u>	Monthly Limit of Indemnity <u>\$NCP</u>
SOFT COSTS/ADDITIONAL EXPENSES:	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Interest Expense on CONSTRUCTION LOAN(s);	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Advertising and promotional expense;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Legal and accounting fees;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Commissions incurred upon the renegotiation of leases;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Fees for licenses and permits;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Insurance premiums for Builders Risk, Workers' Compensation and General Liability Insurance;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Real estate taxes and assessments;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Project administration expense, excluding Developer fees and project resequencing costs;	<u>\$TBD</u>	Monthly Limit of Indemnity <u>\$TBD</u>
Other: <u>NA</u> ;	<u>\$NA</u>	Monthly Limit of Indemnity <u>\$NA</u>
C. EXISTING PROPERTY	<u>\$NCP</u>	
D. Damage to the Owner's EXISTING PROPERTY – Limited	<u>\$NCP</u>	
E. Property in Transit per Conveyance	<u>\$10,000,000</u>	

F. Temporary Off-site Storage and Off-site Staging Areas, any one location	<u>\$10,000,000</u>
G. Expediting and Extra Expenses	20% of the insured physical LOSS, or <u>\$5,000,000</u> ; whichever is less
H. Debris Removal	25% of the insured physical LOSS, or <u>\$25,000,000</u> ; whichever is less
I. Trees, Shrubs, Plants and Lawns	<u>\$500,000</u>
J. Protection Service Charges	<u>\$250,000</u>
K. Fire Protective Equipment Recharge	<u>\$250,000</u>
L. Valuable Papers and Records	<u>\$500,000</u>
M. Claim Preparation Expenses	<u>\$1,000,000</u>

N. Protection of Insured Property Pre-LOSS	<u>\$250,000</u>
O. Architects and Engineers Fees	<u>\$500,000</u>
P. Office and Construction Trailers/Semi-trailers	
and their Contents	<u>\$100,000</u>
Q. Ordinance or Law	Coverage 1 – Physical Damage Limit of Component Coverage 2 - \$25,000,000 Coverage 3 - \$25,000,000
R. TESTING	<u>\$Included</u>
S. Business Personal Property	<u>\$250,000</u>
T. Contract Penalty	<u>\$NCP</u>
U. TOWER CRANE Re-Erection Expense	<u>\$NCP</u>
V. NAMED WINDSTORM	<u>\$25,000,000 Annual Aggregate (Shared Across all Projects)</u>

### Annual Aggregate Sub-limits of Insurance

A. FLOOD	Per OCCURRENCE	<u>\$10,000,000 (Shared Across all Projects)</u>
	Annual Aggregate	<u>\$10,000,000 (Shared Across all Projects)</u>
B. EARTH MOVEMENT	Per OCCURRENCE	<u>\$450,000,000</u>
	Annual Aggregate	<u>\$450,000,000</u>
C. Pollution or Contamination Clean-Up	Per OCCURRENCE	<u>\$250,000</u>
	Annual Aggregate	<u>\$250,000</u>
D. Limited Coverage for FUNGUS, Wet Rot, Dry Rot or Bacteria	Per OCCURRENCE	<u>\$100,000</u>
	Annual Aggregate	<u>\$100,000</u>

### III. Escalation Clause

The Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT stated above is considered an estimate. Should any increase in the Estimated Completed Value of the INSURED PROJECT occur, the Sub-limit of Insurance

for Physical LOSS to the INSURED PROJECT will automatically increase to reflect the change concurrently, subject to a maximum increase of 5% of the original Sub-limit of Insurance stated above. The Per OCCURRENCE Limit of Insurance stated above will increase by the same amount.

This clause does not apply to other Sub-limits of Insurance, including Delay in Opening, if endorsed to this Policy, nor does it apply to the Annual Aggregate Sub-limits of Insurance.

#### IV. Deductibles

See Rate and Deductible Schedule direct physical LOSS in any one OCCURRENCE except;

- A. LOSS in any one OCCURRENCE caused by or resulting from FLOOD See Rate and Deductible Schedule or See Rate and Deductible Schedule %  
Subject to a maximum deductible of: \$NA
- B. LOSS in any one OCCURRENCE caused by or resulting from EARTH MOVEMENT See Rate and Deductible Schedule or See Rate and Deductible Schedule %  
Subject to a maximum deductible of: \$NA
- C. LOSS in any one OCCURRENCE caused by Or resulting from WATER DAMAGE See Rate and Deductible Schedule or See Rate and Deductible Schedule %  
Subject to a maximum deductible of: \$NA
- D. LOSS in any one OCCURRENCE caused by or resulting from NAMED WINDSTORM See Rate and Deductible Schedule or See Rate and Deductible Schedule %  
Subject to a maximum deductible of: \$NA
- E. LOSS in any one OCCURRENCE caused by or resulting from TESTING See Rate and Deductible Schedule or See Rate and Deductible Schedule %
- F. LOSS in any one OCCURRENCE caused by or resulting from NCP \$NA

Where a percentage deductible is shown above, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site or sites at the time and date of the LOSS, unless a maximum deductible is listed.

Delay in Opening – WAITING PERIOD: See Rate and Deductible Schedule  
Calendar Days, Each DELAY  
except;

A. Each DELAY caused by or resulting from FLOOD: See Rate and Deductible Schedule  
Calendar Days

B. Each DELAY caused by or resulting from EARTH MOVEMENT: See Rate and Deductible Schedule  
Calendar Days

- C. Each DELAY caused by or resulting from NAMED WINDSTORM: See Rate and Deductible Schedule  
Calendar Days
- D. Each DELAY caused by or resulting from WATER DAMAGE: See Rate and Deductible Schedule  
Calendar Days
- E. Each DELAY caused by or resulting from NCP: NA Calendar Days

## V. Rates and Adjustment

<u>Coverage Type</u>	<u>Rate</u>	<u>Annual Premium</u>	<u>Term Deposit Premium</u>
INSURED PROJECT Physical LOSS	<u>\$Various</u> Per \$100 <b>Annual</b>	<u>\$NA</u>	<u>\$0</u>
Delay in Opening	<u>\$Various</u> Per \$100 <b>Annual</b>	<u>\$NA</u>	<u>\$0</u>
TESTING ( <u>Included</u> days)	<u>\$Included</u> Per \$100 <b>Annual</b>	<u>\$NA</u>	<u>\$Included</u>
TESTING ( <u>Included</u> days) Delay in Opening	<u>\$Included</u> Per \$100 <b>Annual</b>	<u>\$NA</u>	<u>\$Included</u>
<b>Total Deposit Premium:</b>	<b>\$0</b>		
<b>TRIPRA Premium:</b>	<b>\$0</b>		
<b>Total Deposit Premium Including TRIPRA:</b>	<b>\$0</b>		

Subject to a minimum earned premium of 25%

Any applicable taxes, surcharges or fees, etc. are in addition to the above stated premium. The actual taxes, surcharges or fees, etc. will be those in effect on the date coverage is bound. The insured is responsible for paying these taxes, surcharges or fees in addition to the above stated premium.

Please be advised that you are expected to comply with all state law requirements and your office is responsible for making State Surplus Lines Filings and remitting the applicable Surplus Lines taxes.

FOR POLICIES EFFECTIVE JULY 21, 2011 AND SUBSEQUENT, WE REQUIRE THE PRODUCER TO PROVIDE THE "HOME STATE" AS DEFINED IN THE NONADMITTED AND REINSURANCE REFORM ACT (NRRA) UPON THE BINDING OF THIS PLACEMENT. PREMIUM ALLOCATION INFORMATION IS REQUIRED AS WELL FOR OUR REPORTING PURPOSES. We are considering Florida the "HOME STATE."

**Commission:** 15.00%

### Terms & Conditions:

1. Policy annual aggregates of \$10,000,000 for FLOOD and \$25,000,000 for NAMED WINDSTORM will apply across all projects endorsed.
2. Manuscript Rate and Deductible Schedule Endorsement will be attached to the policy. See sample language attached. Final wording to be agreed.



3. ACE0974 (04/20) EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE will be attached to the policy. See language below.
4. Manuscript Per Project Start Reporting Endorsement will be attached to the policy. See language below.
5. ACE1122 (05/24) – Electronic Data and Electronic Media Exclusion Endorsement will be attached to the policy.
6. ACE0975 (11/21) Flood and Named Windstorm Definitions Endorsement will be attached to the policy. Sample language is attached.
7. ACE1126 (07/24) Pilings, Sheet Pilings, and Caissons Exclusion Endorsement will be attached to the policy. Sample language is attached.
8. ACE1057 (04/22) Exclusions – Loss, Damage or Expense Arising From Water Below The Surface Of The Ground will be attached to the policy. Sample language is attached.
9. ACE0769 (10/15) Ordinance or Law Coverage Endorsement will be attached to the policy with the following limits:
  - Coverage 1. \$Matching Sub-Limits of Insurance, Item A. Physical LOSS to the INSURED PROJECT
  - Coverage 2. \$25,000,000
  - Coverage 3. \$25,000,000
  - All Ordinance or Law Coverages in any one OCCURRENCE \$Matching Sub-Limits of Insurance, Item A. Physical LOSS to the INSURED PROJECT

Sample language attached.
10. ACE0950 (11/21) Designated Adjuster Endorsement will be attached to the policy appointing the following:
  - Engle Martin
  - Sam Winkel

Sample language is attached.
11. Manuscript Amendment To Excluded Causes of Loss – Cost of Making Good will be attached for an additional premium of 15% of the AOP premium and subject to a \$500,000 deductible. This manuscript will exclude coverage for any loss covered under any written or implied guarantee or warranty by any manufacturer or supplier.

**Subject to satisfactory review and acceptance of the following prior to binding:**

- Construction schedule for phases to be bound - Drafts provided, final to be provided at binding
- Breakdown of values for phases to be bound - Drafts provided, final to be provided at binding
- Schedule of owner supplied furniture, fixtures, equipment, machinery, materials & supplies with line item values - Discussed with Authority and understand that these values are part of the base contract, to be discussed with Starr
- Project elevations/renderings - We have provided
- Summary (narrative section of Geotechnical baseline report) - We have provided
- Confirmation that project will be constructed according to the recommendations; explain any deviations from the recommendations and confirm that they have been approved by a licensed engineer - Confirmed by Peace River by acceptance of this proposal
- Details on Site Dewatering means & methods
- Information about Quality Control for soils and concrete during construction.

## **VI. Extension of Term:**

This Policy may be extended for a period not to exceed **See Per Project Start Reporting Endorsement** days from the original expiration date shown above, subject to the same terms and conditions in effect at the time of the extension, and subject to a pro-rata additional premium, exclusive of TESTING.

NOTE: Premium rates applicable to coverage during the period of June 1st through November 30th (NAMED WINDSTORM Season) may differ from rates applicable during the period December 1st through May 31st, and additional premium for extensions will reflect those pricing differences.

The TESTING PERIOD may be extended for a period not to exceed **See Per Project Start Reporting Endorsement** days from the number of days for TESTING stated above, subject to the same terms and conditions in effect at the time of the extension, and subject to an additional premium based upon the number of days of the extension period.

The NAMED INSURED must request these extensions in writing and receive acceptance from the Company prior to the original expiration date of this Policy. If the NAMED INSURED does not provide the aforementioned written extension request(s), coverage provided hereunder shall terminate on the original expiration date stated in this Policy.

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## **VII. Additional NAMED INSURED Information:** As Reported Per Project

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## **VIII. Mortgagee and Loss Payee Information:** As Reported Per Project

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### **Valuation:**

- A. Property Under Construction – The cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead not exceeding the percentages in the original contract. If the insured property is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.
- B. EXISTING PROPERTY - The Company will pay the least of the following for direct physical LOSS to EXISTING PROPERTY:
  - 1. The ACTUAL CASH VALUE of the EXISTING PROPERTY;
  - 2. The cost of reasonably restoring the EXISTING PROPERTY to its condition immediately prior to the LOSS;
  - 3. The cost of replacing the EXISTING PROPERTY with substantially identical property unless replacement with substantially identical property is impossible or unnecessary. In such case, FUNCTIONAL REPLACEMENT COST would apply.
- C. Property of Others (Including Items Supplied by the Owner) – If Property of Others is new, the cost to repair or replace the insured property lost or damaged with material of like kind and quality, less betterment. If Property of Others is not new then, the Owner's cost or ACTUAL CASH VALUE, whichever is less.

If the Property of Others is not repaired or replaced then direct physical LOSS shall be settled on the basis of ACTUAL CASH VALUE.

- D. TEMPORARY STRUCTURES – The cost to repair or replace the insured property lost or damaged with material of like kind, quality and condition but in the event the insured property is not repaired or replaced recovery will not exceed the ACTUAL CASH VALUE.
- E. Valuable Papers and Records - The cost to reproduce the insured property with other property of like kind and quality including the cost of gathering or assembling information from back up data if replaced, or if not replaced, at the value of blank material.
- F. ELECTRONIC MEDIA or ELECTRONIC DATA - The cost of the blank media, plus the costs of copying or restoring ELECTRONIC DATA from back-up or from originals of a previous generation, not including research and engineering or the costs or expense of recreating, gathering or assembling such ELECTRONIC DATA.

This Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Named Insured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. If not repaired, replaced or restored, ELECTRONIC MEDIA shall be valued at the cost of the blank media.

- G. Trees, Shrubs and Plants - The cost to replace with property of like kind and quality plus the proper proportion of labor expended if such damage occurs after installation.
- H. Office and Construction Trailers/Semi-trailers and their Contents – If not more than 5 years old as of the expiration date of this Policy, based on the manufacturer's model year, and the NAMED INSURED repairs or replaces the insured property, the least of the following shall apply:
  - 1. The cost to replace the lost or damaged insured property, without deduction for depreciation, with new property of comparable quality and utility;
  - 2. The amount the NAMED INSURED actually spends to repair or replace the lost or damaged insured property.

If the insured property is more than 5 years old or the NAMED INSURED does not actually repair or replace the insured property within a reasonable period of time after the date of LOSS, the Company will pay the ACTUAL CASH VALUE

The Company will pay for direct physical LOSS to insured property by determining its REPLACEMENT COST, provided that the NAMED INSURED actually repairs or replaces the lost or damaged insured property, or begins to repair the damaged insured property, within 24 months from the date of direct physical LOSS; otherwise, the Company will pay for direct physical LOSS to insured property by determining its ACTUAL CASH VALUE.

#### **Mandatory Exclusions and Amendments:**

All policy form endorsements including but not limited to Pollution & Contamination, Asbestos, Electronic Data/Cyber Risk, Mold/Fungus, and Nuclear, Biological Chemical Radiological Exclusions.

#### **Remarks:**

The terms, conditions, limits and exclusions of this quotation supersede the submitted information and specifications submitted to us for consideration, and all prior quotations.

Actual coverage will be determined by and in accordance with the policy as issued by the insurer.

The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy.

This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.

**TRIPRA:**

ATTACHED PLEASE FIND A DISCLOSURE NOTICE REQUIRED BY THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT (“TRIPRA”).

**Certificates of Insurance:**

Please be advised that we do not review Certificates of Insurance or Evidences of Commercial Property Insurance issued by you, or by any party, relating to this policy of insurance either for content or accuracy. Accordingly, we request that you do not provide copies of certificates or evidences to us for review or for our records. It is your responsibility to see that any Certificate or Evidence provides an accurate representation of the coverage form and endorsements applicable to this policy at the time the Certificates or Evidences is issued. Certificates of Insurance or Evidence of Commercial Property Insurance may only be issued as a matter of information. You have no authority by virtue of a Certificate, Evidence, or otherwise, to amend, extend or otherwise alter coverage afforded under this policy. Certificates of Insurance or Evidences of Commercial Property Insurance are never recognized as endorsements or policy change requests. You must submit a separate written request if an endorsement or policy change (including but not limited to adding additional insureds, loss payees and mortgagees and/or alteration of notice requirements for cancellation) is requested. In the event a policy change is requested, the underwriter will advise if the request is acceptable to the Company.

**PER PROJECT START REPORTING ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONSTRUCTION RISK COVERAGE FORM**

This Policy is amended to provide coverage for INSURED PROJECT(s), in accordance with the following provisions:

For the purpose of this Policy, INSURED PROJECT(s) is amended to mean the construction project that has been reported to the Company and for which the NAMED INSURED is contractually obligated to perform in accordance with the contract documents, being more fully described and located as set forth on the Declarations and/or New Project Endorsement(s) attached to this Policy.

Subject always to the terms and conditions of this Policy, construction projects are not INSURED PROJECT(s) and are not insured under this Policy unless:

- (1) They have been reported to the Company, and
- (2) Applicable premium has been paid per the Reporting Requirements set forth in this endorsement.

The Company will not pay more than the Limit of Insurance stated on the Declarations even if the COMPLETED VALUE(s) reported exceed that limit.

This Policy may contain exclusions and limitations, including but not limited to, exclusions and limitations regarding the perils of NAMED WINDSTORM, EARTH MOVEMENT and FLOOD. The NAMED INSURED should review this Policy as respects coverage for each new INSURED PROJECT.

**PART E POLICY CONDITIONS**, Item 4, Term of Insurance, is deleted in its entirety.

**PART E POLICY CONDITIONS**, Item 5, Premium, is deleted in its entirety and replaced by the following:

4. Per Project Start Reporting

A. Attachment of INSURED PROJECT(s) to this Policy:

Construction projects located within the Coverage Territory having an estimated project term of less than or equal to **48** months and a COMPLETED VALUE less than or equal to this Policy's Sub-limit of Insurance for Physical LOSS to the INSURED PROJECT shall qualify as insured property for which the coverage provided by this Policy applies, subject always to all the terms and conditions of this Policy and the following:

1. Automatic Attachment:

Construction project(s) are automatically held as INSURED PROJECT(s) qualifying for coverage as insured property for a Limit of Insurance not to exceed **\$1,000,000** Per OCCURRENCE and for a period of time not to exceed **30** days, with such period to begin when construction activities at the INSURED PROJECT Site start.

2. Projects Added by Endorsement:

Coverage beyond the automatic attachment period stated above shall be extended only upon the NAMED INSURED's report to the Company of any individual construction project, the issuance of a New Project Endorsement to this Policy by the Company and the NAMED INSURED's payment of premium due from the beginning of the construction project.

3. Failure to Report:

Failure by the NAMED INSURED to report to the Company an individual construction project upon the lapse of the automatic attachment period stated above shall result in no coverage for said construction project under this Policy, unless approved in writing by the Company prior to binding coverage.

B. Term of Insurance for INSURED PROJECT(s):

Coverage for each INSURED PROJECT reported to the Company in compliance with the terms and conditions contained herein or endorsed hereto shall begin on the date specified in the individual New Project Endorsement attached to this Policy and continue in effect until the earliest of the following:

1. final acceptance of the INSURED PROJECT by the owner;
2. abandonment of the INSURED PROJECT by the NAMED INSURED;
3. the date the policy is cancelled;
4. the expiration of the NAMED INSURED's interest in the INSURED PROJECT;
5. The expiration date for individual projects stated on the individual New Project Endorsements.

**Permission to Occupy**

The owner may occupy the INSURED PROJECT for the purpose originally intended without the Company's written consent. The NAMED INSURED agrees that all planned fire protection and security systems will be installed, activated and operational on each floor of the building(s) or structure(s) to be occupied prior to and during such occupancy.

C. Reporting Provisions:

1. New Project Endorsements

a) At INSURED PROJECT Startup:

- (1) Within **30** days of the start of construction activities at any INSURED PROJECT Site to be added to this Policy, the NAMED INSURED shall report to the Company the estimated COMPLETED VALUE to be insured, plus the value of any Delay in Opening, if endorsed to this Policy, and any Optional Extensions of Coverage selected, if applicable.

- (2) Within **30** days of the start of construction activities at any INSURED PROJECT Site the NAMED INSURED shall report to the Company the following information: INSURED PROJECT Effective and Expiration Dates, INSURED PROJECT Name, General Contractor, INSURED PROJECT Site Address, INSURED PROJECT Description (including construction type, square footage, number of buildings or structures, number of stories above ground and below ground), Construction Budget, Itemized Breakdown of Delay in Opening (if applicable), and the Names and Addresses for any party to be included as a NAMED INSURED, Additional Insured, Loss Payee or Mortgage Holder.
- (3) If the NAMED INSURED fails to report any project to the Company as required by this Policy, the Company must agree to cover the project in writing prior to any coverage under this Policy for such project becoming effective, and the Company reserves the right to specify additional rates, terms and conditions as the case may be.

b) At INSURED PROJECT Completion

- (1) The NAMED INSURED shall report to the Company the actual completion date and the final COMPLETED VALUE within 60 days of the expiration of coverage on any individual New Project Endorsement, or within 60 days of the actual completion date of construction activities at the INSURED PROJECT Site, whichever occurs first.

D. Premium:

1. Policy Deposit Premium:

The deposit premium is payable within thirty (30) days of the effective date of this Policy. This deposit will be applied to any premiums due us under this Policy until it is exhausted.

2. Individual New Project Endorsement Premium(s):

The premiums stated on the individual New Project Endorsement(s) are deposit premiums and shall be developed based upon the applicable rate(s) contained elsewhere in this Policy for the estimated term reported to the Company stated in the Reporting Provisions above.

A minimum earned premium of \$ **25%** shall apply for each individual New Project Endorsement issued to this Policy.

All individual New Project Endorsement deposit premiums shall be due and payable to the Company within thirty (30) days from the effective date of the individual New Project Endorsement.

3. Final Premium Adjustment(s):

The final earned premium for each individual New Project Endorsement shall be calculated by applying the rate(s) used for the purpose of calculating the deposit premium to the actual term of coverage provided and the final COMPLETED VALUE reported to the Company.

If the premium so calculated shall differ from the deposit premium, such difference shall be due and payable to the NAMED INSURED or the Company, as the case may be, subject to any applicable minimum earned premium.

E. Extension of the Term of Insurance:

1. Policy:

This Policy shall not be extended but may be renewed at the NAMED INSURED's request and upon the Company's acceptance, subject to rates, deductibles, limits, terms and conditions to be agreed upon. The coverage provided by any renewal of this Policy shall only apply to those INSURED PROJECT(S) where the construction activities of the NAMED INSURED start at the INSURED PROJECT Site on or after the expiration date of this Policy.

Unless otherwise modified by endorsement hereto, INSURED PROJECT(S) for which coverage incepted under this Policy, prior to the inception date of any renewal hereof, shall remain insured under this Policy at the rates, deductibles, limits, terms and conditions of this Policy.

2. New Project Endorsements:

With prior notification to and agreement by the Company, the term of any individual New Project Endorsement may be extended for up to **3** months at the same terms, conditions, limits, and deductibles as the original endorsement coverage, and at pro-rated premium based on the rates stated in the New Project Endorsement, excluding NAMED WINDSTORM and FLOOD.

Any extension beyond this **3** month period is subject to payment of additional premiums at rates, deductibles, limits, terms and conditions to be developed by the Company at the time of the Company's agreement to such additional extensions.

All other terms and conditions remain unchanged.



**ELECTRONIC DATA AND ELECTRONIC MEDIA EXCLUSION**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONSTRUCTION RISK COVERAGE FORM  
 HOMEBUILDERS XTRA ELITE COVERAGE FORM  
 INLAND MARINE ENGINEERED RISK COVERAGE FORM**

The policy is amended as follows:

Under **PART D EXCLUSIONS**, **Excluded Causes of LOSS**, section **I.**, item 13. is deleted and replaced with the following:

- 13. LOSS, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of:
  - A. ELECTRONIC DATA by any cause whatsoever (including but not limited to COMPUTER VIRUS or MALICIOUS PROGRAMMING); and/or
  - B. ELECTRONIC MEDIA caused by or resulting from the LOSS, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA;

regardless of any other cause or event that contributes concurrently or in any sequence to the LOSS, damage, destruction, distortion, erasure, corruption, alteration, diminishment in value, or loss of use or usefulness of ELECTRONIC DATA or ELECTRONIC MEDIA.

This Excluded Cause of LOSS does not apply to direct physical LOSS of ELECTRONIC DATA following direct physical LOSS of ELECTRONIC MEDIA or other insured property caused by or resulting from the perils of Fire, Lightning, Explosion, Aircraft or Vehicle Impact, Falling Objects, Windstorm, Hail, Tornado, NAMED WINDSTORM, EARTH MOVEMENT or Volcanic Action, FLOOD, Freeze or Weight of Snow, if, and to the extent, such peril causing the direct physical LOSS is otherwise covered by this Policy.

All other terms and conditions remain unchanged.

**EXCLUSION OF LOSS DUE TO VIRUS, BACTERIA OR MICROORGANISM THAT INDUCE PHYSICAL DISTRESS, ILLNESS OR DISEASE**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CONSTRUCTION RISK COVERAGE FORM**

**HOMEBUILDERS XTRA COVERAGE FORM**

The following exclusion is added to this Policy; supersedes any term, provision or endorsement to the contrary in this Policy; and applies notwithstanding such term, provision or endorsement:

This Policy excludes any and all LOSS, damage, cost, or expense of any nature whatsoever directly or indirectly caused by or resulting from the following, regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence thereto:

Any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease, or the fear or threat (whether actual or perceived) of any such virus, bacteria or microorganism, including any and all LOSS directly or indirectly caused by any action or inaction of the Insured or any action or order of a government undertaken in response to, or intended to detect, control, prevent, suppress, mitigate or remediate, the actual, suspected, or anticipated presence of any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion does not apply to LOSS or damage caused by or resulting from moss or FUNGUS (including mold and mildew), or any mycotoxins, spores, scents, or other by-products of fungi, if such LOSS or damage, including any exclusion thereof, is addressed in a separate provision elsewhere in this Policy.

This exclusion supersedes any exclusion relating to CONTAMINANTS OR POLLUTANTS.

Other Policy provisions excluding coverage of loss due to virus, bacteria, or microorganism of a type other than that which induce or are capable of inducing physical distress, illness or disease remain in full force and effect.

All other terms and conditions remain unchanged.

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in this endorsement or in the policy Declarations.

### **Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals; 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

### **Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COVERAGE OF "ACTS OF TERRORISM" AS DEFINED BY THE REAUTHORIZATION ACT WILL BE PROVIDED FOR THE PERIOD FROM THE EFFECTIVE DATE OF YOUR NEW OR RENEWAL POLICY THROUGH THE EARLIER OF THE POLICY EXPIRATION DATE OR DECEMBER 31, 2027. EFFECTIVE DECEMBER 31, 2027 THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT EXPIRES.

Terrorism Risk Insurance Act premium: **\$0 deposit.**

**FLOOD AND NAMED WINDSTORM DEFINITIONS ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
			To
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONSTRUCTION RISK COVERAGE FORM**

It is agreed that **PART F DEFINITIONS** is amended as follows:

a. Items 10. FLOOD and 17. NAMED WINDSTORM are deleted and replaced by the following:

10. FLOOD

A general and temporary condition during which the surface of normally dry land is partially or completely inundated due to:

- A. Rain and resultant runoff; or
- B. The rising, overflow or breach of any boundary of a natural or man-made body of water; or
- C. Sea waves, tide or tidal waters, storm surge, or spray from any of these, whether driven by wind or not; however, FLOOD does not include tsunami, sea waves, tide or tidal waters, storm surge, or spray caused by or resulting from tectonic or seismic activity; or
- D. The failure of a cofferdam or similar structure intended to hold water back from an area of construction; or
- E. Unexpected accumulation of water caused by subsurface seepage or subsurface leakage.

As respects piles and other insured property designed to be used in or above water and purposely placed or stationed in or above lakes, rivers, streams, harbors or other bodies of water, any direct physical LOSS that could be deemed direct physical LOSS caused by WATER DAMAGE or direct physical LOSS caused by FLOOD under this policy, shall be deemed LOSS caused by FLOOD, and all terms and conditions herein shall apply as if the direct physical LOSS were caused by FLOOD.

FLOOD also means accumulation of water, including water that is mixed with soil, sand, rock, or other matter, in an excavation, pit or underground tunnel, shaft or pipe, or otherwise impacting construction work below grade.

FLOOD does not include NAMED WINDSTORM FLOOD.

17. NAMED WINDSTORM

An intense tropical weather system with a well-defined circulation and maximum sustained winds of at least 39 mph or 63 km/hr that is named by the National Oceanic and Atmospheric Administration (NOAA), including any of NOAA's organizations, such as the National Weather Service or the National Hurricane Center. NAMED WINDSTORM includes any tornadoes, microbursts or other wind event that is caused by or results from the NAMED WINDSTORM.

NAMED WINDSTORM includes NAMED WINDSTORM FLOOD.

b. The following is added:

26. NAMED WINDSTORM FLOOD

FLOOD directly caused by or resulting from a NAMED WINDSTORM.

All other terms and conditions remain unchanged.

## DESIGNATED ADJUSTER ENDORSEMENT

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

### **CONSTRUCTION RISK COVERAGE FORM**

In the event of LOSS, the Company agrees to use the following adjuster for the adjustment of all claims made against this Policy:

**Engle Martin  
Sam Winkel**

All claims must be promptly reported to the Company via an ACORD Loss Notice, or its equivalent, with the notation at the bottom of the form indicating the claim has been assigned to the designated adjuster as set forth in the Policy. The designated adjuster shall report directly to the Company.

The Company reserves the right to engage or substitute other adjuster(s) or investigators at any time and at the Company's sole discretion.

All other terms and conditions remain unchanged.

**EXCLUSIONS – LOSS, DAMAGE OR EXPENSE ARISING FROM  
WATER BELOW THE SURFACE OF THE GROUND**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CONSTRUCTION RISK COVERAGE FORM**

**This Policy does not insure LOSS caused directly or indirectly by any of the following, and such LOSS is excluded regardless of any other cause or event that contributes concurrently, or in sequence to the LOSS:**

1. Expenses incurred for dewatering the INSURED PROJECT even if the quantities of water originally expected are exceeded substantially. However, if the peril of FLOOD is insured hereunder, this exclusion shall not apply to that water directly attributable to the peril of FLOOD;
2. Breakdown, failure or insufficient capacity of the dewatering system;
3. Expenses incurred for additional installations and facilities for the discharge of run-off or underground water;
4. Expenses incurred for the repair of cracks in any concrete and LOSS or damage due to leakage therefrom, except that which results from a peril otherwise insured against herein;
5. Expenses incurred for the repair or replacement of eroded excavation walls;
6. Subsidence if caused by insufficient or improper compacting;
7. Expenses incurred for additional sealing or waterproofing; or
8. Pressure exerted by ground water on excavation walls, shoring, floor slabs, footings, foundations or other portions of the INSURED PROJECT below grade.

All other terms and conditions remain unchanged.

**PILINGS, SHEET PILINGS, AND CAISSONS EXCLUSION ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period <b>to</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**CONSTRUCTION RISK COVERAGE FORM**

With respect to pilings, sheet pilings, or caissons insured under this Policy as part of an INSURED PROJECT, the Company will not pay for:

1. Replacing, repairing, realigning or rectifying pilings, sheet pilings, or caissons:
  - A. Which have become misplaced, misaligned or jammed during their installation;
  - B. Which are abandoned or damaged during installation or extraction;
  - C. Which have become obstructed by jammed or damaged piling equipment or casings;
2. Rectifying defective or declutched sheet pilings;
3. R  
rectifying any leakage or material infiltration of any kind;
4. Filling voids or replacing lost drilling fluids;
5. Reinstating profiles and dimensions;
6. Failure to reach design load bearing capacity or to pass load bearing tests or damage or destruction as a result of load bearing tests.

However, this exclusion shall not apply:

1. When any of the foregoing are the result of direct physical LOSS by an insured peril;
2. To direct physical LOSS to other insured property which results from any of the foregoing.

All other terms and conditions remain unchanged.



**ORDINANCE OR LAW COVERAGE ENDORSEMENT**

Named Insured			Endorsement Number
Policy Symbol	Policy Number	Policy Period To	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONSTRUCTION RISK COVERAGE FORM**

**PART C EXTENSIONS OF COVERAGE**, Item 15 is deleted in its entirety and replaced by the following:

15. Ordinance or Law

If the repair of direct physical LOSS to insured property caused by an insured peril becomes subject to the enforcement of any ordinance or law that is in force at the time of direct physical LOSS and that:

- A. Requires the demolition of parts of the undamaged insured property; or
- B. Regulates the construction or repair of damaged insured property;

then the Company will pay up to the Sub-limits of Insurance stated below for:

COVERAGE 1: The value of such undamaged part of the insured property which must be demolished;

COVERAGE 2: The cost of demolishing the undamaged insured property and clearing the site of debris from such demolition;

COVERAGE 3: The increased cost of repair and/or reconstruction of the damaged and undamaged insured property on the same site and limited to the minimum requirements of such ordinance or law regulating the repair or reconstruction of the damaged insured property on the same site. However, the Company will not pay for any increased cost of repair or reconstruction unless the damaged insured property is actually rebuilt or replaced.

The Company will not pay the following costs:

- i. Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any ordinance or law regulating asbestos or other hazardous material;
- ii. Cost of any governmental direction or request declaring that asbestos or other hazardous material present in, part of or utilized on any damaged or undamaged portion of insured property that can no longer be used for the purpose for which it was intended or installed and must be removed, modified or abated.
- iii. Cost of demolition or increased cost of repair or reconstruction, debris removal, or other consequential loss caused by the enforcement of any ordinance or law regulating CONTAMINANTS OR POLLUTANTS; or
- iv. Cost of compliance with the enforcement of any ordinance or law which the NAMED INSURED or owner would have otherwise been required to comply by nature of such ordinance or law in the absence of any direct physical LOSS covered by this Policy.

**Sub-limits of Insurance**

These Sub-limits of Insurance are part of and not in addition to the Limit of Insurance per OCCURRENCE stated on the Declarations.

COVERAGE 1.           \$\_\_\_\_\_

COVERAGE 2.           \$\_\_\_\_\_

COVERAGE 3.           \$\_\_\_\_\_

All Ordinance or Law Coverages in any one OCCURRENCE \$\_\_\_\_\_

All other terms and conditions remain unchanged.

**NOTE: The above quotation represents the lead terms from Chubb. Chubb’s admitted coverage form is included separately with this proposal. All follow carriers have agreed to follow Chubb’s lead quote/coverage form with limited exceptions, which are outlined in the Carrier Specific Terms and Conditions section of this document.**

**RATE AND DEDUCTIBLE SCHEDULE**

Named Insured <b>Peace River Manasota Regional Water Supply Authority</b>			Endorsement Number
Policy Symbol <b>BRX</b>	Policy Number <b>TBD</b>	Policy Period <b>12/05/2025 to 12/05/2026</b>	Effective Date of Endorsement
Issued By (Name of Insurance Company) <b>Westchester Surplus Lines Insurance Company</b>			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONSTRUCTION RISK COVERAGE FORM**

<b>STANDARD COVERAGE</b>			
		All Projects with a COMPLETED VALUE less than or equal to \$450,000,000	
<b>CATEGORY</b>	<b>CLASSIFICATION</b>	<b>ANNUAL &amp; MINIMUM RATE (per \$100 of the COMPLETED VALUE)</b>	<b>DEDUCTIBLE</b>
<b>Water or Sewer Treatment Plants</b>	Peace River Expansion	0.0750	\$250,000
	PR3 Vol 1 Reservoir No 3		
	PR3 Vol 3 Reservoir Pump Station		
	PR3 Vol 4 Conveyance		
<b>Prototypical Design / Unproven Technology</b>	All Project involving Prototypical Design or the use of Unproven Technology	NCP	NCP
<b>All Other Project Types Not Specifically Listed Above</b>	All Projects	NCP	NCP
<b>WATER DAMAGE</b>	All Projects	Included	\$500,000
<b>TESTING</b>	All Projects	Included	\$500,000

*THIS DOCUMENT IS MEANT TO PROVIDE A SUMMARY OF COVERAGE AND IS NOT INTENDED TO BE USED IN PLACE OF THE APPLICABLE INSURANCE POLICY. PLEASE NOTE THAT THE TERMS, CONDITIONS, AND/OR EXCLUSIONS PERTAINING TO THE RELEVANT INSURANCE POLICY INCLUDE BUT ARE NOT LIMITED TO THE SUMMARY CONTAINED HEREIN. IN THE EVENT OF ANY DIFFERENCE(S) BETWEEN THIS DOCUMENT AND SUCH POLICY, THE POLICY WILL PREVAIL. PLEASE FURTHER NOTE THAT LIMITS HIGHER THAN THOSE NOTED HERE MAY BE AVAILABLE TO YOU. THIS DOCUMENT SHOULD NOT BE RELIED UPON AS LEGAL ADVICE*

## CATASTROPHE PERILS

**(Rates are in Addition To Standard Coverage Rates and are applied per \$100 of the COMPLETED VALUE)**

		All Projects with a COMPLETED VALUE less than or equal to \$450,000,000	
CATEGORY	CLASSIFICATION	ANNUAL & MINIMUM RATE (per \$100 of the COMPLETED VALUE)	DEDUCTIBLE
<b>EARTH MOVEMENT</b>	Peace River Water Treatment Facility, Arcadia, FL 34269	Included	\$500,000
	All Other Locations	NCP	NCP
<b>FLOOD</b>	Peace River Water Treatment Facility, Arcadia, FL 34269	0.0125	5% - Minimum \$500,000
	All Other Locations	NCP	NCP
<b>NAMED WINDSTORM</b>  Applicable June 1st through November 30th of any given year. Rates shown are per month of wind season).	Peace River Water Treatment Facility, Arcadia, FL 34269	0.01305	5% - Minimum \$500,000
	All Other Locations	NCP	NCP
<p><b>Where a percentage deductible is shown, the deductible shall be the greater of the dollar amount shown, or the stated percentage of the total insured values at the INSURED PROJECT site or sites at the time and date of the LOSS, unless a maximum deductible is listed. If insured property at a Temporary Off-site Storage Location, Temporary Off-site Staging Area or while in transit sustains LOSS, the total value of such insured property shall be included when calculating the applicable deductible amount. However, in no event shall the deductible be less than the dollar amount shown.</b></p>			

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## COVERAGE OPTIONS

		<b>All Projects with a COMPLETED VALUE less than or equal to \$450,000,000</b>	
CATEGORY	CLASSIFICATION	ANNUAL & MINIMUM RATE (per \$100 of the Delay in Opening exposure base)	DEDUCTIBLE
<b>Delay In Opening per ACE0729 (11/21)</b>	All Covered Projects	200% surcharge of composite Physical Damage rate	30 Days except 45 Days FLOOD, NAMED WINDSTORM, EARTH MOVEMENT, WATER DAMAGE and TESTING
<b>For Delay in Opening coverage, the 100% exposure values, including the applicable PERIOD OF INDEMNITY, must be submitted and approved by the Company prior to binding.</b>			

## TERRORISM

		ANNUAL & MINIMUM Surcharge	DEDUCTIBLE
TRIPRA	Peace River Water Treatment Facility, Arcadia, FL 34269	3% Surcharge	Per Standard Coverage deductible

## TERMS

Included	Coverage is included in Standard Coverage Rate. No additional charge applies.
NA	Denotes Not Applicable to that classification.
NCP	Denotes no coverage provided.
Refer	The NAMED INSURED must REFER such risks to the Company for prior approval and determination of coverage terms and conditions.

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# Carrier Specific Follow Terms and Conditions

## Starr

- Follow Form – Chubb Lead Terms
- Services of Process Clause
- Policyholder Notice – OFAC
- Policyholder Disclosure – Terrorism Risk Insurance Act
- War and Terrorism Exclusion Endorsement - NMA 2918
- Policyholder Notice – Claim Reporting Instructions
- Biological or Nuclear Exclusion Endorsement
- LMA5401
- Communicable Disease Exclusion
- Protective Safeguard Endorsement – items that apply are listed below (perimeter fencing, lighted during non-working hours) **Underwriter agreed to remove**
- Subject to favorable inspection & compliance with recommendations, if any

## Swiss Re

- Follow Form – Chubb Lead Terms
- EBR00095 1020 Communicable Disease Exclusion
- SP 6 264 0513 Property Cyber and Data Exclusion
- SP 4 161 0818 Exclusion of Other than Certified Acts of Terrorism
- SP 6 069 0220 Disclosure Pursuant to Terrorism Risk Insurance Act
- SP 5 694 1012 International Trade or Economic Sanctions Exclusion
- SP 6 015 0213 Service of Suit Endorsement

Full Follow Market Carrier quotations are available upon request

# Proposed Structure (Schematic)

Master Builder's Risk Program 12/5/2025 – 5/31/2028			
\$450M			
Market	Chubb	Starr	Swiss Re
Suggested %	40%	30%	30%
AM Best Rating			
Notes	Lead Market – Can do up to 50% based on latest quote		
<b>Deductibles</b>			

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# Pricing Summary

PROJECT	CONTRACTORS COST	AUTHORITY PROGRAM COST
PRF Expansion	\$ 1,950,500	\$ 797,983
PR3 Vol 1 Reservoir	\$ 3,918,600	\$ 2,368,832
PR3 Vol 1 Reservoir Pump Station & Electric	\$ 354,833	\$ 293,532
PR3 Vol 4 Conveyance	\$ 113,416	\$ 54,032
TOTAL	\$ 6,337,349	\$ 3,514,379
Authority Premium Savings Over Contractor Premiums		\$ (2,822,970)
% Savings over Contractor Premiums		-45%
<b>NTE Request - With Cost Contingency @ 10%</b>		<b>\$ 3,865,817</b>

- Final premiums will be calculated on the actual start/finish times of each project and finalized Project Costs. The Below Cost comparison is calculated on contractors’ timelines and project costs as of November 2025.
- Assumes Peace River Manasota Regional Water Supply Authority is exempt from Surplus Lines Taxes
- Propose Binding program effective 12/5/2025 with no premium due until projects begin. Premiums estimate 1/1/2026 start dates which will vary, Projects are added and billed upon notification of actual commencement.
- All projects will be added according to final GMP / budgets or Authority direction.
- Soft Costs are based on spreadsheet sent by Authority 10/2025 - final budgets to be finalized and reviewed prior to binding of each phase. Suggested soft cost/hard cost breakdown to be finalized at that time.
- Suggested NTE amount for board meeting. Conservative estimate assuming higher soft costs, slightly longer project terms.
- Premiums include LEG III/COMG and Terrorism (TRIPRA – per the Terrorism Risk Insurance Program Reauthorization Act).

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# Carrier Participation

Line of Coverage	Market	Writing Company	Carrier Status (Admitted vs. Non-Admitted)	Carrier Rating (AM Best)	% Part	\$ Part
Installation Builder's Risk	Chubb	Westchester Surplus Lines Insurance Company	Non-Admitted	A++ XV (Stable)	40.00%	\$180,000,000
Installation Builder's Risk	Starr	Starr Surplus Lines Insurance Company	Non-Admitted	A XV (Stable)	30.00%	\$135,000,000
Installation Builder's Risk	Swiss Re	Swiss Re Corporate Solutions Capacity Insurance Corporation	Non-Admitted	A+ XV (Stable)	30.00%	\$135,000,000
				<b>Totals</b>	<b>100.00%</b>	<b>\$450,000,000</b>

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# Market Response Summary

## Quoted:

- **Chubb** – Quoted 50% Lead line.
- **Starr** – Quoted 30% follow line.
- **Swiss Re** – Quoted 30% follow line.
- **Allianz US** – Quoted with significantly higher rates but slightly lower deductibles

## Other Indications:

- **Lloyds** - Lead Term premium of \$7.3M across all projects
- **BHSI (Berkshire)** - Indication out of London 10-15% lead line not competitive on rate/price
- **Swiss Re & Helvetia London** - Indication 10-12.5% lead line non-master indication at \$5.787M prem excluding LEG III, similar deductibles to Arch/AXS, all other terms TBD
- **Old Republic** - follow market option (small line), not their typical appetite
- **SCOR** - follow market option, within their appetite
- **AXA XL** - typically don't write FL projects outside of their existing MBRs - possible to secure small follow line if needed
- **AIG** - follow market option
- **Liberty Mutual** - follow market option

## Declinations or Other Pending Responses:

- **Zurich** – Did not quote
- **Everest** – Declined



PEACE RIVER MANASOTA REGIONAL WATER SUPPLY  
AUTHORITY

# Appendix

## Property Proposal

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# Surplus Lines Disclosure

## Non-Admitted Disclaimer – Subject to Surplus Lines

We will send individual SL disclosures for all non-admitted markets at binding.

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California	<p><b>NOTICE:</b></p> <p>1. THE INSURANCE POLICY THAT YOU [HAVE PURCHASED] [ARE APPLYING TO PURCHASE] IS BEING ISSUED BY AN INSURER THAT IS NOT LICENSED BY THE STATE OF CALIFORNIA. THESE COMPANIES ARE CALLED 'NONADMITTED' OR 'SURPLUS LINE' INSURERS.</p> <p>2. THE INSURER IS NOT SUBJECT TO THE FINANCIAL SOLVENCY REGULATION AND ENFORCEMENT WHICH APPLIES TO CALIFORNIA LICENSED INSURERS.</p> <p>3. THE INSURER DOES NOT PARTICIPATE IN ANY OF THE INSURANCE GUARANTEE FUNDS CREATED BY CALIFORNIA LAW. THEREFORE, THESE FUNDS WILL NOT PAY YOUR CLAIMS OR PROTECT YOUR ASSETS IF THE INSURER BECOMES INSOLVENT AND IS UNABLE TO MAKE PAYMENTS AS PROMISED.</p> <p>4. CALIFORNIA MAINTAINS A LIST OF ELIGIBLE SURPLUS LINE INSURERS APPROVED BY THE INSURANCE COMMISSIONER. ASK YOUR AGENT OR BROKER IF THE INSURER IS ON THAT LIST, OR VIEW THAT LIST AT THE WEB SITE OF THE CALIFORNIA DEPARTMENT OF INSURANCE: <a href="http://WWW.INSURANCE.CA.GOV">WWW.INSURANCE.CA.GOV</a>.</p> <p>5. FOR ADDITIONAL INFORMATION ABOUT THE INSURER, YOU SHOULD ASK QUESTIONS OF YOUR INSURANCE AGENT, BROKER OR 'SURPLUS LINE' BROKER OR CONTACT THE CALIFORNIA DEPARTMENT OF INSURANCE, AT THE FOLLOWING TOLL-FREE TELEPHONE NUMBER: 800-927-HELP.</p> <p>6. IF YOU, AS THE APPLICANT, REQUIRED THAT THE INSURANCE POLICY YOU HAVE PURCHASED BE BOUND IMMEDIATELY, EITHER BECAUSE EXISTING COVERAGE WAS GOING TO LAPSE WITHIN TWO BUSINESS DAYS OR BECAUSE YOU WERE REQUIRED TO HAVE COVERAGE WITHIN TWO BUSINESS DAYS, AND YOU DID NOT RECEIVE THIS DISCLOSURE FORM AND A REQUEST FOR YOUR SIGNATURE UNTIL AFTER COVERAGE BECAME EFFECTIVE, YOU HAVE THE RIGHT TO CANCEL THIS POLICY WITHIN FIVE DAYS OF RECEIVING THIS DISCLOSURE. IF YOU CANCEL COVERAGE, THE PREMIUM WILL BE PRORATED AND ANY BROKER FEE CHARGED FOR THIS INSURANCE WILL BE RETURNED TO YOU.</p>
Colorado	This contract is delivered as a surplus line coverage under the 'Nonadmitted Insurance Act'. The insurer issuing this contract is not licensed in Colorado but is an approved nonadmitted insurer. There is no protection under the provisions of the 'Colorado Insurance Guaranty Association Act'.
Connecticut	<b>NOTICE</b> <b>This policy is not protected by the Connecticut Insurance Guaranty Association.</b>
Delaware	This insurance contract is issued pursuant to the Delaware Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Delaware Insurance Department.
Florida	THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
Georgia	This contract is registered and delivered as a surplus line coverage under the Surplus Line Insurance Law, O.C.G.A. Chapter 33-5.
Hawaii	This insurance contract is issued by an insurer which is not licensed by the State of Hawaii and is not subject to its regulation or examination. If the insurer is found insolvent, claims under this contract are not covered by any guaranty fund of the State of Hawaii.

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Idaho	This surplus line contract is issued pursuant to the Idaho insurance laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association.
Illinois	<b>Notice to Policyholder:</b> This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund.
Iowa	This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association.
Kansas	This policy is issued by an insurer not authorized to do business in Kansas and, as such, the form, financial condition and rates are not subject to review by the commissioner of insurance and the insured is not protected by any guaranty fund.
Kentucky	This insurance has been placed with an insurer not licensed to transact business in the Commonwealth of Kentucky but eligible as a surplus lines insurer. The insurer is not a member of the Kentucky Insurance Guaranty Association. Should the insurer become insolvent, the protection and benefits of the Kentucky Insurance Guaranty Association are not available.
Louisiana	<b>NOTICE</b> This insurance policy is delivered as a surplus line coverage under the Insurance Code of the State of Louisiana.  In the event of insolvency of the company issuing this contract, the policyholder or claimant is not covered by the Louisiana Insurance Guaranty Association which guaranties only specific policies issued by an insurance company authorized to do business in Louisiana.  This surplus lines policy has been procured by the following licensed Louisiana surplus lines broker:  Signature of Licensed Louisiana Surplus Lines Broker or Authorized Representative Printed Name of licensed Louisiana Surplus Lines Broker
Maine	This insurance contract is issued pursuant to the Maine Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Maine Bureau of Insurance.
Maryland	<b>This insurance is issued by a nonadmitted insurer not under the jurisdiction of the Maryland Insurance Commissioner.</b>
Michigan	This insurance has been placed with an insurer that is not licensed by the State of Michigan. In case of insolvency, payment of claims may not be guaranteed.
Minnesota	THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.
Mississippi	<b>NOTE:</b> This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi, but is authorized to do business in Mississippi as a nonadmitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.
Missouri	This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the state of Missouri and is not subject to its supervision.

South Carolina	This company has been approved by the director or his designee of the South Carolina Department of Insurance to write business in this State as an eligible surplus lines insurer, but it is not afforded guaranty fund protection.
South Dakota	<b>THIS INSURANCE CONTRACT IS ISSUED BY A NONADMITTED INSURER WHICH IS NOT LICENSED BY NOR UNDER THE JURISDICTION OF THE SOUTH DAKOTA INSURANCE DIRECTOR.</b>
Tennessee	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Tennessee insurance statutes.
Texas	This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Article 21.28-C, Insurance Code. Section 12, Article 1.14-2, Insurance Code, requires payment of a 4.95% percent tax on gross premium.
Utah	The insurer issuing this policy does not hold a certificate of authority to do business in this state and thus is not fully subject to regulation by the Utah insurance commissioner. This policy receives no protection from any of the guaranty associations created under Title 31A, chapter 28.
Vermont	<b>The company issuing this policy has not been licensed by the state of Vermont and the rates charged have not been approved by the commissioner of insurance. Any default on the part of the insurer is not covered by the Vermont Insurance Guaranty Association.</b>
Virginia	The notice must contain statements that the insurance has been placed with an insurer approved by the Commission for issuance of surplus lines insurance in the Commonwealth, but not licensed or regulated by the Commission and that there is no protection under the Virginia Property and Casualty Insurance Guaranty Association, established under Chapter 16, 38.2-1600 et seq. of the Insurance Code, against financial loss to claimants or policyholders because of the insolvency of this insurer. It must also contain the name, address and license number of the broker.
Washington	This contract is registered and delivered as a surplus line coverage under the insurance code of the state of Washington, enacted in 1947.
West Virginia	Notice: 1. An insurer that is not licensed in this state is issuing the insurance policy that you have applied to purchase. These companies are called "nonadmitted" or "surplus lines" insurers. 2. The insurer is not subject to the financial solvency regulation and enforcement that applies to licensed insurers in this state. 3. These insurers generally do not participate in insurance guaranty funds created by state law. These guaranty funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised. 4. Some states maintain lists of approved or eligible surplus lines insurers and surplus lines brokers may use only insurers on the lists. Some states issue orders that particular surplus lines insurers cannot be used. 5. For additional information about the above matters and about the insurer, you should ask questions of your insurance agent or surplus lines licensee. You may also contact your insurance commission consumer help line.
Wisconsin	This insurance contract is with an insurer which has not obtained a certificate of authority to transact a regular insurance business in the state of Wisconsin, and is issued and delivered as a surplus line coverage pursuant to s.618.41 of the Wisconsin Statutes. Section 618.43(1), Wisconsin Statutes, requires payment by the policyholder of 3% tax on gross premium.
Wyoming	This insurance contract is issued pursuant to the Wyoming Insurance Laws by an insurer neither licensed by nor under the jurisdiction of the Wyoming Insurance Department.

# A.M. Best Ratings Guide

## Ratings

A++, A+	Superior
A and A-	Excellent
B++, B+	Good
B and B-	Fair
C++, C+	Marginal
C and C-	Weak
D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Rating Suspended

## Rating Modifiers

U	Under Review
---	--------------

The rating may change in the near term typically within 6 months. Generally this is event driven, with positive, negative or developing implications.

## Rating Outlooks

Assigned to an Interactive Financial Strength Rating (A++ to D) to indicate its potential direction over an intermediate term, generally defined as 12 to 36 months.

## Adjusted Policyholder's Surplus (\$000's)

Class I	Up	to	1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	or	Greater

## Opinion Outlooks (In Addition to Rating)

### Positive:

Indicates possible rating upgrade due to favorable financial/market trends relative to the current rating level.

### Negative:

Indicates possible rating downgrade due to unfavorable financial/market trends relative to the current rating level.

### Stable:

Indicates low likelihood of a rating change



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# Disclaimer

This document is meant to provide a summary of coverage and is not intended to be used in place of the applicable insurance policy(ies). Please note that the terms, conditions, and/or exclusions pertaining to the relevant insurance policy include but are not limited to the summary contained herein. In the event of any difference(s) between this document and such policy, the policy will prevail in every instance. Please further note that limits higher than those noted herein may be available to you. Please discuss with your service team.

This policy is subject to audit.

This document should not be relied upon as legal advice.

## Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., parent company of Beecher Carlson, may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or “pooled”) with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

## Questions and Information Requests

Should you have any questions, or require additional information, please contact **Michelle Martin**.

# AIR Modeling

## Key Losses Tables



### Key Losses - EQ (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$0	\$0	\$0	\$0	\$0	\$0
250	\$0	\$0	\$0	\$0	\$0	\$0
100	\$0	\$0	\$0	\$0	\$0	\$0
AAL	\$0	\$0	\$0	\$0	\$0	\$0

### Key Losses - Severe Thunderstorm (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$1,524,622	\$1,524,622	\$0	\$0	\$1,524,621	\$1,524,621
250	\$658,486	\$658,954	\$0	\$0	\$658,486	\$658,955
100	\$312,162	\$323,336	\$0	\$0	\$312,162	\$323,336
AAL	\$47,672	\$47,672	\$0	\$0	\$47,672	\$47,672

### Key Losses - Inland Flood (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$0	\$0	\$0	\$0	\$0	\$0
250	\$0	\$0	\$0	\$0	\$0	\$0
100	\$0	\$0	\$0	\$0	\$0	\$0
AAL	\$253	\$253	\$0	\$0	\$253	\$253

### Key Losses - Hurricane (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$37,022,132	\$42,041,086	\$1	\$1	\$37,022,132	\$42,041,087
250	\$23,481,472	\$23,481,472	\$1	\$1	\$23,481,471	\$23,481,471
100	\$11,716,861	\$11,899,076	\$0	\$0	\$11,716,861	\$11,899,076
AAL	\$572,068	\$572,068	\$0	\$0	\$572,068	\$572,068

### Key Losses - Winter Storm (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$142,600	\$170,400	\$0	\$0	\$142,600	\$170,400
250	\$130,640	\$153,360	\$0	\$0	\$130,640	\$153,360
100	\$119,280	\$124,960	\$0	\$0	\$119,280	\$124,960
AAL	\$7,949	\$7,949	\$0	\$0	\$7,949	\$7,949

### Key Losses - Wildfire (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
500	\$0	\$0	\$0	\$0	\$0	\$0
250	\$0	\$0	\$0	\$0	\$0	\$0
100	\$0	\$0	\$0	\$0	\$0	\$0
AAL	\$0	\$0	\$0	\$0	\$0	\$0

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# AIR Modeling to Support \$25M NWS Limit

## Key Losses - Hurricane (USD) AIR

Return Period	Ground Up Occurrence (OEP)	Ground Up Aggregate (AEP)	Retained Loss Occurrence (OEP)	Retained Loss Aggregate (AEP)	Gross Loss Occurrence (OEP)	Gross Loss Aggregate (AEP)
<b>500</b>	\$37,022,132	\$42,041,086	\$1	\$1	\$37,022,132	\$42,041,087
<b>250</b>	\$23,481,472	\$23,481,472	\$1	\$1	\$23,481,471	\$23,481,471
<b>100</b>	\$11,716,861	\$11,899,076	\$0	\$0	\$11,716,861	\$11,899,076
<b>AAL</b>	\$572,068	\$572,068	\$0	\$0	\$572,068	\$572,068

\*Modeling based on original dates and values provided – updated modeling can be provided at Authority's request

# Modeling Disclaimer

## AIR Modeling Disclaimer

Brown & Brown RS Insurance Services, LLC Disclaimer relative to coordination of work with outside vendors: Brown & Brown RS Insurance Services LLC risk analysis report takes into consideration multiple factors that may include, but is not limited to projections, estimates and simulations, some of which may utilize prior loss experience, be issued by unaffiliated external vendors or sources, engaged or based on experience in a particular industry and/or relevance to the circumstances for which the analysis was sought. Brown & Brown RS Insurance Services does not warrant nor guarantee that the work product provided by any such external vendors or sources. Additionally, any proposed strategies for the mitigation of risk offered by Brown & Brown RS Insurance Services are not to be construed as guarantees for which commercial coverage or alternative risk transfer solutions can be obtained nor is same to be relied upon as legal advice that should only be rendered by counsel familiar with the specific facts and circumstances at issue.

Brown & Brown RS Insurance Services LLC Disclaimer for risk modeling: Any projections, estimates, calculations, or reports issued by Brown & Brown RS Insurance Services are PROVIDED "AS IS", AND BROWN & BROWN RS INSURANCE SERVICES DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL BROWN & BROWN RS INSURANCE SERVICES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM ANY USE OF such projections, estimates, calculations or reports, etc. Any proposed strategies for the mitigation of risk offered by Brown & Brown RS Insurance Services are not to be construed as guarantees for which commercial coverage or alternative risk transfer solutions can be obtained nor is same to be relied upon as legal advice, which should only be rendered by counsel familiar with the specific facts and circumstances at issue.

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**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**  
**BOARD OF DIRECTORS MEETING**  
*December 3, 2025*

**REGULAR AGENDA**  
**ITEM 6**

**PR3 CEI Services with HDR, Inc.**

---

**Presenter -**

Mike Knowles, Director of Engineering

**Recommended Action -**

Motion to approve and authorize the Executive Director to execute 'Work Order No. 4 – Peace River Regional Reservoir (PR3) Project' Amendment 2 for Construction Phase Services with HDR Engineering, Inc., in the amount of \$18,906,529.35.

The Siting and Feasibility Phase Study (Work Order No. 1) for the Peace River Regional Reservoir (PR3) was complete, and the Consultant, HDR presented their findings and recommendations for the sizing, siting, and configuration of the project components to the Board at the December 1, 2021, meeting. Work Order No. 2 'Peace River Regional Reservoir (PR3) Project Preliminary Design, Permitting, and Third-Party Review' advanced the project through the preliminary design phase and included geotechnical, surveying, and bathymetry investigations to inform the development of the design documents and the Environmental Resource Permit (ERP) Permit application. The Final Design and Permitting Phase (Work Order No. 3) included design progression for construction document development, permitting activities associated with permits submitted as part of Work Order No. 2, and coordination with Authority contractors and owner's representatives as needed.

**PR3 Project Construction Services – Work Order No. 4:**

The Peace River Reservoir No. 3 (PR3) – The CEI services for Reservoir No. 3 (PR3) project represents the 4<sup>th</sup> work order for HDR and will involve the progression of design for construction ready document development and permitting activities, continuing work initiated in previous orders and coordinating with the Authority's contractors and representatives as needed. Work Order No. 4 included an initially included 9 months of project management, environmental and building permitting with four agencies (SWFWMD, USACE, FWC, and DeSoto County), PR3 Volume 3 Early Works engineering and inspection during construction, ODP procurement for Volume 3, and Reservoir No. 3 procurement assistance and conformed plans for a not to exceed fee of \$3,605,309. The first amendment to Work Order 4 for \$2,901,780 added 30 months to the project management effort as well as engineering and construction inspection for PR3 Volumes 3 (including Volume 3 Electrical Package) and Volume 4 (Conveyance Pipeline). This second amendment to Work Order 4 for \$18,906,529.35 includes time and materials tasks for the full-time inspection and materials testing of Volume 1 (Reservoir No. 3) and Volume 5 (Mitigation) construction. Additional amendments will be submitted associated with the GMP for Volume 2 (River Intake PS).

**Budget Action:** No Action is Needed

**Attachments:**

Tab A Presentation Materials

Tab B Work Order No. 4 – Amendment 2 Scope of Services: Construction Phase

**TAB A**  
Presentation Materials

# PR3 CEI Services with HDR, Inc.

Regular Item 6  
December 3, 2025



1

## Agenda



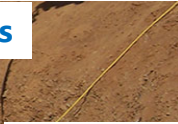
- **Construction Services Approach**
- **Proposed Scope and Fee**
- **Motion**



2

# Peace River Regional Reservoir No. 3

Reservoir PS Early Works



Amendment 1  
Conveyance Pipes  
Reservoir PS GMP &  
Electrical Package

**Hazen**  
(Subconsultant)

**HDR**

HDR Engineering, Inc.  
4830 W. Kennedy Blvd., Suite 400  
Tampa, FL 33609-2548  
813.282.2300

**Construction, Engineering  
& Inspection**



Amendment 2  
Mitigation



Amendment 2  
Reservoir 3



3

## Agenda



- Construction Services Approach
- Proposed Scope and Fee
- Motion



4



# Work Order No. 4 Construction Services

## 1 Project Management (Thru Substantial)

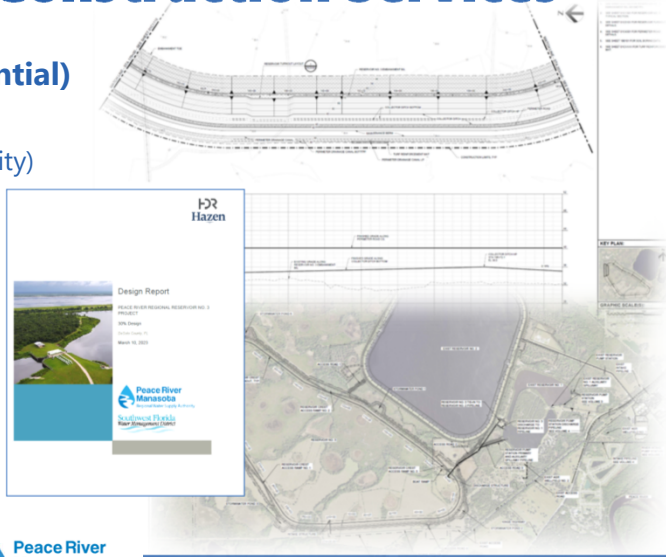
- Progress Meetings & Reports - SWFWMD
- Coordination Mtgs (CMAR, OA, Peer, Authority)

## 2 Field Work

- No Additional Work

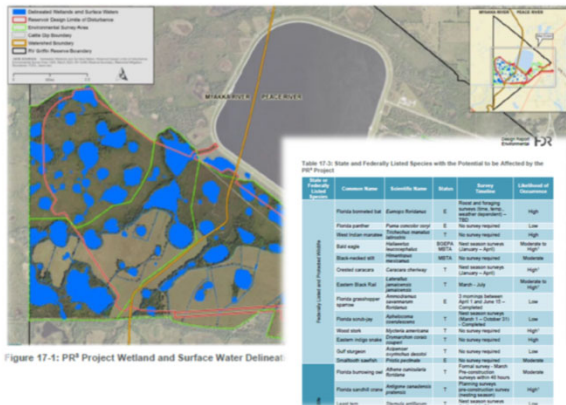
## 3 Environmental & Permitting

- No Additional Work



5

# Work Order No. 4 Construction Services (cont.)



\*Authority Performing Fulltime Inspection



## 4 Construction Plan Updates

- No Additional Work

## 5 CMAR Engineering During Const.\*

- No Additional Work

## 6 Reservoir No. 3 Construction Mgt.

- Inspection, Testing, and Engineering during Construction

## 7 Emergency Action Plan w/ O&M

- No Additional Work

## 8 Owner's Allowance

## 9 Direct Costs

6

## Work Order No. 4 Construction Phase Amendment 2

TASK	COMPONENT	FEE
1	Project Management	\$164,691.34
2	Field Work	\$0
3	Environmental & Permitting	\$0
4	Construction Plan Updates	\$0
5	CMAR Engineering During Construction (T&M)	\$0
6	Reservoir No. 3 Construction Management (T&M)	\$17,136,696.30
7	Emergency Action Plan w/ O&M Manuals	\$0
8	Owners Allowance	\$270,000.00
9	Direct Costs	\$1,335,141.71
		<b>\$18,906,529.35</b>



7

## Work Order No. 4 Amendment 2 Construction Phase Volumes 1 & 5



**Questions?**



8



**Motion** to approve and authorize the Executive Director to execute ‘Work Order No. 4 – Peace River Regional Reservoir (PR3) Project’ Amendment 2 for Construction Phase Services with HDR Engineering, Inc., in the amount of \$18,906,529.35.



## **PR3 CEI Services with HDR, Inc.**

Regular Item 6  
December 3, 2025



**TAB B**

Work Order No. 4 – Amendment 2 Scope of Services: Construction Phase

**WORK ORDER NO. 04**  
**PEACE RIVER REGIONAL RESERVOIR No. 3 (PR3) PROJECT**  
**SCOPE OF SERVICES – Construction Phase**  
**Amendment 2**

November 2025

## **1 Introduction**

### **Amendment 1 Introduction**

Amendment 1 to Work Order No. 4 includes additional services for construction phase services during construction of Package 2 (Volumes 3 and 4) of the PR3 project as defined below. The amendment increases the period of performance by 30 months until June 2028 and increases the number of Project Management time and construction. This Amendment also includes the Bonneted Bat Survey and Gopher Tortoise Permit Management. Amendments to the scope are provided in bold red text.

### **General Project Introduction**

The Peace River Manasota Regional Water Supply Authority's (Authority) Surface Water Supply Expansion Project is a continuing program of infrastructure improvements to support regional water supply resiliency and meet growing drinking water needs across a 4-county area by interconnecting major water supplies and developing additional alternative water supply (AWS) capacity. As part of the Surface Water Supply Expansion Project, the Authority will develop additional drinking water supply capacity through expanding surface water supply facilities at the Peace River Facility. This additional AWS capacity development will require increased withdrawal capacity on the Peace River, increased water treatment capacity, and an additional off-stream raw water storage reservoir.

The Authority's existing off-stream reservoir system includes two reservoirs with a combined storage capacity of 6.5 billion gallons. Water withdrawn from the Peace River is stored in the reservoir system and supplies the Peace River Water Treatment Facility that currently provides an average 30 million gallons per day (MGD) drinking water supply to Charlotte, DeSoto, Manatee and Sarasota Counties and the City of North Port. Reservoir No.1 is primarily a below-grade reservoir completed in 1980 with approximately 500 million gallons of usable storage. Reservoir No. 2 is an above-ground reservoir completed in 2009 that provides 6.0 billion gallons of normal operating raw water storage. The reservoirs are located on lands owned by the Authority and/or the Southwest Florida Water Management District (SWFWMD).

Water is withdrawn from the Peace River at a 120 MGD pump station adjacent to the Peace River Water Treatment Facility. Withdrawals are made in accordance with a flow-based withdrawal schedule included in the Authority's Water Use Permit (WUP). The WUP was modified in February 2019, authorizing an increase in maximum withdrawal rate from the river

from 120 MGD to 258 MGD. The Authority's permitted withdrawal schedule enables the harvest of a small percentage of high flow from the river for off-stream storage and supply to the Authority's Peace River Water Treatment Facility. While the withdrawal schedule preserves the majority of river flow supporting the Charlotte Harbor estuary, the reliability of this supply depends on the ability to harvest water quickly when that resource is available, and the availability of large off-stream reservoirs to store that resource.

The Authority has decided to construct a new 9-billion-gallon reservoir supplied by a new river pump station, which will operate in parallel with existing Reservoir No. 2. The new raw water pump station will be located in the vicinity of the existing raw water pump station with new transmission pipelines to convey water from the intake to the new reservoir. A new reservoir pumping station will be required to transfer water from the reservoir to the WTP.

The Authority has entered into a contract with HDR Engineering, Inc. (HDR) to provide professional services for planning, design, permitting, bidding, construction and other related services associated with the Peace River Regional Reservoir (PR3) Project (Project) to support the Authority's development of additional drinking water supply. There have been 3 work orders associated with the PR3 contract, WO1 was for Feasibility and Conceptual Design, WO2 was for Preliminary Design and Permitting, and WO3 was for Final Design.

This Work Order is for services primarily associated with the Construction Phase of the PR3 Project but will also include design tasks remaining from WO3. The PR3 construction phase consists of the following elements of work:

1. Reservoir No. 3 Construction
2. River Intake Pump Station Final Design and Construction
3. Reservoir No. 1 Pump Station Construction
4. Conveyance Pipelines Construction
5. Wetland Restoration Construction

Construction of these project elements will be performed by both a CMAR contractor and design-bid-build contractor selected by the Authority. Additionally, some of these project elements will include early works packages or owner direct purchased (ODP) materials that will be incorporated into various procurement packages.

HDR will administer the PR3 Project as the prime consultant with multiple subconsultants supporting the HDR Team.

## **2 Definitions and Acronyms**

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

- "HDR" refers to HDR Engineering, Inc.
- "HDR Team" refers to HDR as the prime consultant and the subconsultants working with HDR on the project.

- “Authority” means the Peace River Manasota Regional Water Supply Authority.
- “PR3” or “PR3 Project” refers to the Peace River Regional Reservoir No. 3 Project which includes Reservoir No. 3 as well as other related pumping and conveyance infrastructure.
- “SUE” refers to sub-surface utility engineering.
- “SWFWMD” refers to the Southwest Florida Water Management District or District.
- “Technical Memorandum” means an intermediate or summary document that contains or reports information developed through an interim task.
- “USACE” Refers to the United States Army Corps of Engineers.
- “WUP” refers to the Authority’s water use permit.
- “Reserve” refers to the RV Griffin Reserve
- Day as used for scheduling is a workday.
- Week as used for scheduling means 5 working days.
- Month as used for scheduling generally means 20 working days.

### **3 Scope of Services**

This scope of services describes the professional services to be provided by the HDR Team on behalf of the Authority for the remaining design items and Construction Phase of the PR3 Project. This phase will also include design progression for construction document development and permitting activities associated with work started and permit applications submitted as part of other work orders and coordination with Authority contractors and owner’s representatives. This phase of the project includes considerations for components of the project being constructed by different contractors under different contract procurement methods in parallel or sequential timelines.

This scope of services is modified under Amendment 1 to include the full scope of services for Volume 3 and Volume 4 construction and the completion of design. This work order will be amended throughout the construction phase to include additional services, as necessary.

#### **TASK 1 - PROJECT MANAGEMENT, COMMUNICATION AND COORDINATION**

HDR will be responsible for project administration, coordination of subconsultants, communication amongst the consultant project teams, Authority staff, Construction Management at Risk (CMAR) Team and regulatory agencies, adherence to schedule and budget, development and quality control of deliverables, and invoicing.

This WO 4 phase of the project is anticipated to have a **52-month** duration with notice to proceed (NTP) in April 2025 and completion in **December 2029**. This portion of the scope of work will be paid on a lump sum basis.

**Amendment 1 extends the contract an additional 30-months, with completion expected in June 2028.**

**Amendment 2 extends the contract an additional 18 months, with completion expected in December 2029.**

### **Task 1.1 Project Management and Progress Reporting**

HDR will prepare and distribute a monthly progress report regarding project status. The report will be summary in nature and focus on documentation of key decisions and work completed during the period. HDR's project manager will be the primary point of contact for the Authority, will make staffing assignments, review work progress, facilitate budgets and schedules, and monitor quality assurance and review procedures. Amendment 1 adds an additional 30 months of project management and progress reporting. **Amendment 2 adds an additional 18 months of project management and progress reporting.**

This task includes establishment of project controls and the development of a Project Management Plan that includes internal project procedures, filing system, communications plan, a work breakdown structure, and assignments for HDR and subconsultants, quality plan, safety plan, and other project specific information. Project management includes oversight, management, and accounting of consultant activities on the project; this includes HDR and subconsultant staff management.

As part of the quality assurance for the project, the HDR Team will develop a Quality Assurance Manual (QAM) for the project that is specific to the tasks being performed. Deliverables will be reviewed in accordance with the QAM prior to submittal to the Authority. The QAM will include procedures for review of deliverables and work products as well as reviewers assigned for various tasks and disciplines. Subconsultants and subcontractors will provide HDR with their QAMs or will provide written confirmation that they will follow the HDR-developed QAM.

A high-level schedule is included with this work order. A more detailed schedule will be provided for design and permitting work to be completed as part of this work order. The schedule will be developed in Microsoft Project format and can be submitted in either PDF or mpp file format following NTP of Amendment 1. HDR will rely on construction schedules prepared by the construction contractors for construction phase services.

### **Task 1.2 Monthly Progress Meetings and Coordination**

The HDR project manager and team members will meet with the Authority staff, the Authority Board, and project stakeholders to keep them informed of the project status and discuss upcoming activities and deliverables; details of planned meetings are presented below. HDR will prepare meeting agendas and meeting summaries for HDR-led meetings to document key discussions and track progress. This task does not include construction phase meetings, which will be covered under individual tasks for those specific efforts.

In addition to ongoing, routine coordination calls between HDR and the Authority, HDR will lead



the following meetings associated with this task:

- Monthly Progress Meetings – up to 9.
- Design-Phase CMAR Coordination – in addition to workshops described below, HDR will participate in monthly calls with the Authority and their CMAR to coordinate between design, construction, operations, and permitting. It is anticipated these calls will be less than an hour in length and occur no more frequently than monthly. This coordination will likely occur in conjunction with Monthly Progress Meetings.

HDR will participate in the following meetings to be led by others:

- Professional Staff (Members/Customers) Meetings – HDR will participate in, and may present at, meetings held between the Authority and Customer staff (up to 1 meeting, as requested).
- Board Meetings – HDR may prepare and deliver presentations to the Board on such topics as project progress or design and permitting advancement (up to 1 meeting, as requested).

All meetings and workshops are planned to be held at the Peace River Facility, with an option for remote participation as needed.

Authority and stakeholder review comments on initial drafts of work products will be discussed during Monthly Progress Meetings rather than scheduling separate comment resolution meetings.

Task 1 Deliverables - Deliverables for Task 1 include (deliverables will be in Portable Document Format (PDF) unless noted):

- Progress report, schedule update and invoice – monthly (up to 9)
- Detailed Final Design and Permitting Schedule – developed in MS Project
- Monthly Progress Meeting agenda, materials, summary notes and decision log updates – monthly (up to 9)
- Authority Customer Staff Meeting presentation materials – as needed (up to 1)
- Board Meeting presentation materials – as needed (up to 1)

Task 1 Schedule – Schedule for Task 1:

- This Task will run the duration of the Construction Phase, starting with NTP, through completion of this Work Order.
- Monthly Progress Meetings will begin a month after NTP and will be scheduled as a reoccurring appointment each month with schedule adjustments as needed to accommodate availability of participants up to 9 months.
- Presentations to Staff or Board Meetings will occur as needed and at the request of the Authority, up to a total of 2 meetings.

## **TASK 2 – FIELD WORK**

The field work for this phase will be performed to support the construction phase and remaining design items as part of this work order. This portion of the scope of work will be paid on a time and materials not-to-exceed basis to allow for flexibility and responsiveness to field work and data collection as design progresses.

### **Task 2.1 Monitoring Data Collection**

HDR will continue to collect temporary and permanent piezometer data developed under previous work orders. Collection will continue through construction of Reservoir No. 3 for a period not to exceed 9 months. Amendment 1 **and 2** do not add additional field work effort.

### **Task 2.2 Surveying Allowance**

Previously collected survey data will be augmented with additional data collected in this phase. A \$100,000 allowance will allow for the collection of field surveys to update the drawings as provided in Task 4. Amendment 1 adds an additional \$50,000 allowance for conducting of field surveying during Construction. Surveying data will be obtained to establish horizontal and vertical control for areas within the project footprint. Vertical project controls and survey elevations will be referenced to NGVD29. Horizontal project controls will be referenced to NAD83-2011. The coordinate system for surveys will be the Florida State Plane Coordinate System West Zone. Data will be provided in AutoCAD Civil 3D 2020 and the surveying subconsultant will provide signed survey reports in PDF.

For surveying field efforts, it is assumed that clearing will not be required. If locations requiring data collection are inaccessible, the HDR Team will coordinate with the Authority for access, clearing, or to develop alternative solutions. Surveying will be completed in phases concurrent with other field work and design development as detailed in the subsections that follow.

To support design of the open cut pipeline crossing and bypass of Kings Hwy, additional topographic and planimetric survey data is anticipated to be required during this phase to capture areas of the project not identified during the previous design phases, such as existing drainage features, utilities, and fencing. This work will proceed on an as-needed basis in coordination with the Authority.

#### **Task 2.2.1 Bonneted Bat Survey**

Amendment 1 includes the following additional work. A roost tree survey will be required throughout forested portions of the pump station and pipeline footprint to comply with the Florida bonneted bat project. This roost tree survey will document trees and/or snags meeting the roosting criteria set forth by the U.S. Fish and Wildlife Service (USFWS). The survey area is approximately 6.4 acres and is anticipated to require a team of two biologists and approximately 5 days of field effort.

#### **Task 2.2.2 Gopher Tortoise Survey Permit Management**

As the agent listed on the Gopher Tortoise permit, HDR's Gopher Tortoise Agent will coordinate Gopher Tortoise identification and relocation with the CMAR and Reservoir No. 3 Contractor for compliance with the permit. Coordination will include:

- Review of 100% surveys prepared by the two construction contractors (up to 10 surveys)
- Site visits to monitor and verify Gopher Tortoise extraction and relocation (up to 20 site visits)
- Coordination with FWC
- FWC Permit Submittal Review

Task 2 Deliverables - Deliverables for Task 2 include (deliverables will be in PDF unless noted):

- Signed Survey Reports for topographic data – PDF, DTM, and dwg formats, as applicable
- Roost Tree Survey Results
- Gopher Tortoise Survey Review Comments to Contractors (up to 10 comments)

Task 2 Schedule – Schedule for Task 2:

- Topographic surveys will be performed throughout the construction phase tasks.

### **TASK 3 – ENVIRONMENTAL AND PERMITTING**

Permits for a portion of the PR3 project have been submitted to various agencies as part of WO3. This task includes agency coordination and preparation of permit applications and responses to Requests for Additional Information (RAI) for the SWFWMD Environmental Resource Permit (ERP), US Army Corp of Engineers (USACE) 404 permit, and for providing additional information to the USFWS for the River Intake Pump Station.

Delays in the Permitting process may result in additional effort for coordination and completion, which have not been considered in this scope. Should those delays occur, HDR will coordinate with the Authority on potential additional effort related to this scope.

As part of WO2, WO3 and WO 4, the following permitting and regulatory efforts were made:

- June 16<sup>th</sup>, 2023, a conceptual ERP application, authorizing the Uniform Mitigation Assessment Method (UMAM) scoring, was submitted to the SWFWMD.
- May 12<sup>th</sup>, 2023 a Formal Jurisdictional Determination request was additionally submitted.
- Jurisdictional verifications took place in July and August, 2023.
- To initiate and support the Section 10 consultation, a Technical Assistance request was submitted to the USFWS through their online portal on July 21, 2023.

- A construction ERP was submitted to authorize the construction of the entire project in September 2023. The September submittal included a conceptual mitigation plan which will require refinement and finalization during the RAI process.
- Final Comments on the ERP were received on: January 24, 2025. A 404 Permit for the Volume 1, 3, 4, and 5 areas was submitted on January 31, 2025.
- Final Reservoir ERP documents were submitted August 2025.

### **Task 3.1 Meetings**

HDR will participate in Permitting Meetings to be held every other week (through December 2025) to discuss the ongoing permitting process and responses to RAI comments with Authority and permitting staff for the River Pump Station permit. Amendment 1 will include an additional 12-months of permitting meetings, for a total of 24 meetings. It is assumed each meeting will not exceed 1 hour and include up to 3 HDR staff.

### **Task 3.2 Additional Regulatory Coordination and Permitting**

The permitting approach has been coordinated with the Authority and with regulators through pre-application meetings. However, due to the size, complexity, and nature of the project, additional RAIs, changes in the permitting approach and/or applications to be filed with additional agencies, such as DeSoto County for building and development permits, may be required. Additionally, this subtask will include payment for permitting application fees and closeout of permits received. To allow the HDR Team to continue to advance the project, a time and materials budget to be used with the Authority's approval is proposed for additional permitting and regulatory coordination efforts.

Task 3 Deliverables - Deliverables for Task 3 include (deliverables will be in PDF unless noted):

- RAI Responses for the 404 Clean Water Act permit for the PR3 Project (up to 2 responses)
- DeSoto County Permit Applications (up to 1 submission)

Task 3 Schedule – Schedule for Task 3:

- Permitting efforts will be performed throughout the ongoing design tasks.

## **TASK 4 - Final, Ready to Advertise (RTA), and Issued for Construction Design Updates**

### **Task 4.1 – Volume 1 and Volume 5 RTA Updates**

The current design for Volume 1 (Reservoir No. 3) and Volume 5 (Wetland Restoration) are currently at 100%. To allow for the wetland mitigation to be performed within the Reserve property as On-Site Permittee Responsible Mitigation (OPRM), the team's design for wetland restoration drawings required more effort than initially anticipated during develop of the previous work order. This has resulted in more coordination and comments from the permitting agency,

however effort allowed for significant cost savings by not having to purchase mitigation bank credits. HDR will incorporate additional comments from SWFWMD and USACE to revise the Volume 5 drawings and prepare them for advertisement with the Volume 1 set of drawings as one project.

The Authority has hired an independent technical reviewer (ITR) to perform a final review of HDR's 100% design of the Reservoir No. 3 set of drawings and specifications (Volume 1). HDR will review, respond to, and incorporate the ITR review comments into the drawings and specifications for Volume 1.

The Volume 1 and Volume 5 construction documents will be issued for advertisement as a signed and sealed RTA set.

#### **Task 4.2 – Volume 3 and Volume 4 Final Updates and Issued for Construction (IFC)**

The Reservoir Pump Station (Volume 3) and Conveyance Pipeline design (Volume 4) will continue to 100% and Corrected Final Design. This includes incorporating remaining input from the Authority's CMAR contractor and completion of early works packages including the conveyance pipeline owner direct purchase items and long lead time electrical equipment. New work items such as the Generator and Transformer site plan near the Dewatering Facility will be designed, which will require structural, architectural, civil, HVAC, and geotechnical design development.

HDR will submit the 100% and signed and sealed Corrected Final Design/IFC for the Volume 3 and Volume 4 construction documents.

#### **Task 4.3 Volume 2 River Intake Pump Station Final Design and IFC**

The Volume 2 Design Package will be revised following comments from the permitting agencies. The design will also be updated and finalized to include the open cut of Kings Highway, described below. The updated design package will be prepared as a draft Final set of documents. After Authority review, the draft Final will be updated to 100% Final construction documents, then IFC after CMAR comments are incorporated. It is assumed the CMAR comments will be received within 2 weeks of delivery and only be provided to HDR in one transmittal.

##### **Task 4.3.1 Open Cut Kings Highway Final Design**

A portion of the conveyance pipelines connecting various features of work were moved from the Volume 4 (Conveyance Pipelines) set of construction documents to Volume 2 (River Intake Pump Station) due to the similarity of wetland permitting with the River Intake Pump Station. During the previous design phase, the conveyance pipeline crossings of Kings Highway were designed as microtunnels. However, discussions with the Authority's CMAR contractor and DeSoto County has led to an opportunity for an open cut option across Kings Highway which may reduce construction costs and shorten the construction schedule.

HDR will coordinate with the Authority's CMAR contractor to identify a design for an open cut crossing of Kings Highway for the 54-inch pipeline from the new Reservoir Pump Station to the Water Treatment Plant and for the 84-inch pipeline from the new River Intake Pump Station to Reservoir No. 3. This effort will also include consideration of a left turn pocket from Kings Hwy into the Authority's Ranch Property. Specifically, HDR will prepare and provide the following:

- Develop two initial alternatives, each, for bypassing traffic on Kings Hwy to allow for open cut of the existing roadway to facilitate installation of the pipelines.
  - Consultant will provide these alternatives to the Authority, who will provide them to their CMAR Contractor for review and cost estimating.
- After the Authority's CMAR Contractor provides cost estimates and constructability review comments for the two initial alternatives for each crossing, a workshop will be held to select the Authority's preferred alternative. HDR will work proactively with the CMAR during the design phase to incorporate constructability concerns and feedback iteratively. It is assumed the CMAR comments will be received within 2 weeks of delivery and only be provided to HDR in one transmittal.
- Drawings and Specifications will be updated to incorporate the selected alternative into the construction documents.

HDR will coordinate with DeSoto County for approval of the selected alternative. Based on recent discussions with DeSoto County on other elements of the project, a traffic count study may be necessary to obtain approval of the plan. Additional survey of the crossing and bypass area along with temporary drainage design will be required.

Work by others to complete the design and construction include:

- Authority's CMAR Contractor
  - Cost estimating of the initial design alternatives and preferred design
  - Development of Maintenance of Traffic (MOT) Plan
  - Constructability reviews
- Authority
  - Alternatives and Design reviews

#### **Task 4.4 Workshops and Meetings**

The HDR Team will conduct internal bi-weekly progress meetings for coordination between task leads, schedule and progress updates, and early identification of issues to resolve or bring to the Authority's attention for input and resolution. Internal bi-weekly meetings will be conducted during the Final, RTA, and IFC design updates, which is estimated to occur over a period of 8 months. A total of sixteen (16) bi-weekly progress meetings are budgeted.

As part of updating the design for the River Intake Pump Station (Volume 2), HDR will participate in the below workshops:

- Volume 2 Final Workshop – These workshops will focus on potential permit related

changes or other unforeseen requested changes in the design. These workshops are anticipated to be held through a series of two (2) half-day sessions (may be scheduled sequentially) and may include the following design disciplines; civil site, electrical, instrumentation and controls, pump stations, structural, and conveyance pipelines. Attendees to this workshop are HDR Team staff, Authority staff, and other project stakeholders including the CMAR.

- Kings Highway Crossing Workshop – This workshop will be held with the Authority to discuss the options and preferences for crossing Kings Highway with the intake pipeline. The workshop is intended to be a full-day in-person workshop. Attendees to this workshop are HDR Team staff, Authority staff, and other project stakeholders including the CMAR.
- Turn Pocket Workshop - This workshop will be held with the Authority to discuss the options and preferences for a new turn pocket on Kings Highway to improve traffic access and crossing conditions of Kings Highway. The workshop is intended to be a full-day in-person workshop. Attendees to this workshop are HDR Team staff, Authority staff, and other project stakeholders including the CMAR.

Task 4 Deliverables - Deliverables for Task 4 include (deliverables will be in PDF unless noted):

- Volume 1 and Volume 5 RTA
- Volume 3 and Volume 4 100% and RTA
- Volume 2 RTA
- Kings Highway Open Cut Final Design
- Kings Highway Turn Pocket Final Design
- Workshop agenda, materials, summary notes – as needed (up to 3)

Task 4 Schedule – Schedule for Task 4:

- Volume 2 RTA
- Kings Highway Open Cut Final Design
- Kings Highway Turn Pocket Final Design
- Workshops will be scheduled between design deliverable milestones as necessary.

### **TASK 5 CMAR Contract (Package 2) Engineering During Construction (EDC) Services**

This task will include the construction phase services specific to the Reservoir Pump Station and Conveyance Pipelines, as included in the Volume 3 and Volume 4 set of construction documents. These features will be constructed by the Authority's CMAR contractor. Amendment 1 adds additional quantities of existing scope items to this task. HDR as the engineer of record (EOR) will perform the following roles:

- Engineer of Record
  - This will consist of the various EORs or their delegates who will perform reviews of shop drawings, submittals, requests for information (RFIs), value engineering (VE) proposals, change orders, or other CMAR or Authority-generated items needing review to verify conformance with construction documents.
- Document Control Specialist
  - The document control specialist is responsible for providing administrative document control and records management support to the project team.

The Authority will fill other construction phase roles for this portion of the PR3 Project including, construction manager (CM), resident engineer (RE), construction inspector, and others as necessary.

Additional support for CM can be provided with use of the Owners Allowance.

### **Task 5.1 Guaranteed Maximum Price (GMP) Review and Recommendations**

HDR will support the Authority in its review of the CMAR's GMP proposals (up to 3), focusing on alignment with the design basis, design scope, and supporting documentation. To support development of an appropriate GMP, review comments will be provided to the Authority based on the design deliverables. The expected GMPs are:

- Package 2A – Reservoir Pump Station Channel Intake and Electrical Early Works Package
- Package 2B – Volume 3 Reservoir Pump Station Construction
- Package 2C – Volume 4 Conveyance Pipeline Construction

### **Task 5.2 Project Controls**

HDR will provide a document controls specialist to provide administrative document control and records management support during construction. Amendment 1 extends this task an additional 30-months, through June 2028. Specific duties will include:

- Filing project electronic and hard copy files
- Receive and send electronic and hard copy correspondence
- Coordinate and monitor the project management information system

It is assumed that the project controls staff member will have 25% engagement for the project duration.

### **Task 5.3 Submittal and RFI Reviews**

HDR will review submittals, as requested by the CM, for conformance with the contract documents. Submittal review responses will include a recommended submittal response code



in accordance with the contract documents. Amendment 1 includes an additional 600 submittals, and 100 RFIs to this task, for a total of 850 submittals and 150 RFIs.

#### **Task 5.4 Engineering Input and Recommendations**

HDR may be needed to provide engineering advice related to design, plans, specifications, change orders, value engineering assessments, start-up, commissioning, testing, or other items not directly related to submittals or RFIs and as requested by the Authority. This subtask includes miscellaneous engineering time to assist the Authority during construction and may also include time for design work products such as drawings, figures, tables, specifications, or sketches. Amendment 1 includes additional Engineering Input to this task.

#### **Task 5.5 Meetings and Site Visits**

HDR will participate in regular and special meetings as requested by the Authority. It is assumed 20 meetings will be necessary for this subtask. HDR will provide up to three team members at each meeting. These meetings may be virtual or in person and are expected to be up to one hour long. It is expected that regular meetings during the construction phase will be hosted by either the Construction Contractor or the CM who will be responsible for drafting meeting minutes or notes. HDR will review draft meeting minutes and provide comments on the meeting notes. Amendment 1 adds 80 additional meetings to this task, for a total of 100.

HDR will also perform site visits to review in process work or for other related construction observation purposes. Site visits will be performed by up to two team members. After each site visit, HDR will prepare a site visit report to be delivered to the CM. Amendment 1 adds an additional 30 site visits to this task, for a total of 40.

HDR will lead up to 30 Monthly Progress Meetings.

HDR will participate in the following meetings to be led by others:

- Professional Staff (Members/Customers) Meetings – HDR will participate in, and may present at, meetings held between the Authority and Customer staff (up to 2 meetings, as requested).
- Board Meetings – HDR may prepare and deliver presentations to the Board on such topics as project progress or design and permitting advancement (up to 2 meetings, as requested).

#### **Task 5.6 Record Drawings and Project Certification**

The HDR Team will prepare final Record Drawings based on Construction Contractor as-built documents after final completion of the construction for Packages 2A, 2B, and 2C as defined above. Project Certification for the ERP permit and FDEP PWS clearance will be prepared and submitted to the Authority and permitting agency after Record Drawings or permit specific actions are completed.

Task 5 Deliverables - Deliverables for Task 5 include (deliverables will be in PDF unless noted):

- GMP Review notes and comments for Packages 2A, 2B and 2C (up to 3)
- Additional 600 Submittal Review Responses for Package 2A, 2B, 2C for a contract total of 850 submittals.
- Additional 100 RFI Review Responses for Package 2A 2B, 2C, for a contract total of 150 RFIs.
- Additional Engineering and Input Recommendations deliverables (Up to 800 hours)
- Additional 80 Meeting notes reviews (up to 100)
- Site Visit Reports for Package 2A, 2B, and 2C (up to 40)
- Volume 3 and 4 Record Drawings
- Volume 3 and 4 Project Certification
- Progress Meeting notes (up to 30)
- Presentations to Staff or Board Meetings will occur as needed and at the request of the Authority, up to a total of 4 meetings.

Task 5 Schedule – Schedule for Task 5:

- The Package 2A GMP is anticipated in April 2025
- The Package 2B GMP is anticipated in October 2025
- The Package 2C GMP is anticipated in October 2025
- Package 2A is expected to run through the end of December 2025.

**TASK 6 - Reservoir No. 3 (Package 1) Construction Management Services**

**Task 6.1 Contractor Prequalification**

Prior to the solicitation of bids for the Volume 1 Reservoir No. 3 construction package (Package 1), the Authority will prepare and release a request for qualifications (RFQ) seeking construction firms that can demonstrate appropriate qualifications for construction of the Reservoir and its appurtenant structures. HDR will assist the Authority in writing the prequalification RFQ, reviewing the statements of qualifications (SOQs) from responsive firms, and providing recommendations on firms that meet the minimum qualifications set forth in the RFQ.

**Task 6.2 Reservoir Construction Procurement and Bid Phase (Preconstruction)**

The Reservoir No. 3 Construction project will include Volume 1 (Reservoir No. 3) and Volume 5 (Wetland Restoration) designs and will be solicited as a stand-alone construction contract. HDR will support the Authority in the advertisement of the Construction Contract by preparing sections of the request for bid (RFB) as requested by the Authority. Hard copy bid documents will be provided to the Authority (4 copies). HDR will support the Authority during the pre-bid meeting, including providing a PowerPoint presentation and bid submission requirements.

During the bid phase, the HDR Team will review and provide responses to bidder questions and provide up to two addendum packages including updated plans and specifications. Addendum plans and specifications will be noted as such with clouds and tracked changes.

HDR will attend the bid-opening and prepare the bid tabulation sheets. HDR will review bid forms against the HDR OPCC and provide Authority with recommendations related to expected costs to assist the Authority in award of the work.

HDR will develop conformed set of documents that incorporates addenda during the bid phase and distribute electronic and hard copies to Authority.

### **Amendment 2 adds Task 6.3, 6.4 and 6.5.**

#### **Task 6.3 Package 1 Construction Administration Services**

Within this task, effort is included up to substantial completion as listed in the contract documents, which is December 2028. When the task budgets reach 50% spent, the team will coordinate with the Authority to modify the task budgets as necessary to complete the construction phase services.

**Coordinate and Administer Project.** A budget is established for an HDR Construction Manager and Document Controls Specialist to coordinate and administer the project for 36 months.

**Package 1 Construction Manager.** Provide one full-time Construction Manager (CM) for 36-months. CM will provide contract management support which will include:

- Planning, coordinating, budgeting construction supervision from start to completion
- Coordinating with design team, contractor, and Authority on construction progress, change requests, and other items as necessary during the construction phase
- Developing, monitoring, and executing constructability/biddability reviews, construction schedule, schedule impact analysis, contract change/work order, project risk analysis, NOI/claims analysis and coordination, project records and contract administration
- Managing preparation of cost estimates, budgets and work timetables, in conjunction with other specialists
- Supervision of construction activities
- Communicating contract requirements and technical information to other professionals
- Monitoring project and reporting progress and budget matters to the Authority

- Responding to work delays, emergencies and other problems with the project.
- Verifying that the project complies with legal requirements such as safety codes
- Reviewing and approving pay requests, change orders, and budget adjustments
- Maintaining accurate project documentation and records
- Conducting regular site inspections and progress reviews
- Managing QA testing schedule and sub consultants.
- HDR will review monthly Contractor pay requests during the 42-month duration of construction.
- Prepare and submit monthly progress reports to the Authority
- Hosting meetings, as necessary, during the construction period with the Authority, Contractor, QA team, and design team staff
- Performing other duties as needed

**Package 1 Project Controls Administrator.** Provide one full-time construction document manager for 36-months. Project Controls Administrator will assist the construction manager and support construction documentation by:

- Organizing and filing submittals, RFIs, change orders and other construction related documentation
- Managing project information, including hard-copy and electronic files
- Coordinate information flow between project participants, including subconsultants, and if appropriate, between design team, Contractor, and Authority
- Attending project meetings and preparation of detailed minutes of meetings
- Developing presentations based on input from project team members
- Developing and tracking project schedules for meetings and deliverables
- Monitoring, updating, and reviewing financial data, as necessary
- Preparing drafts of monthly progress reports
- Using processes and tools established on projects
- Preparing various reports, as necessary
- Assisting in pay request review
- Performing other duties as needed

#### **Task 6.4 Package 1 Field Engineering and Inspection Services**

**Package 1 Full-Time Onsite Geotech Resident Engineer.** Provide one full-time geotechnical Resident Engineer (RE) for 36-months. RE will provide the following services:

- Observe construction progress and develop weekly reports for updates to Engineers of Record.
- Read and interpret construction drawings and specifications, and identify discrepancies or conflicts within the construction documents
- Maintain accurate daily records of the contractor's daily activities and the work performed, and of the labor, equipment and materials used
- Review construction materials for Contract compliance based on contractor submittals and test results
- Track unit pay quantities and review pay estimates for acceptance
- Attend construction progress meetings
- Conduct observations of the installation and acceptance testing of completed equipment and systems
- Identify nonconforming work, develop project punchlists and maintain until corrected
- Develop record documentation based on contractor as-builts for engineer review/acceptance
- Assist with project audit/closeout
- Work under general supervision of a Design Project Manager
- Supervise and direct the activities of Construction Inspectors, testing services and subconsultants

**Package 1 Construction Inspector.** Provide two full-time construction inspectors for 36-months to provide field observation and documentation of construction activities. Inspectors will observe, document, and monitor the installation of structural, rebar, earthwork QA, instrumentation installation, stormwater management system, erosion and sediment control systems, and other systems for compliance with the contract documents. Inspectors will prepare daily inspection reports and submit to the CM.

**Package 1 Materials Testing and Surveying (QA).** On-site soil testing laboratory and equipment will be provided by the contractor for performance of Quality Assurance testing on the soils and other geotechnical materials for the reservoir. Provide one full-time laboratory technician for 36 months during the construction of the reservoir to perform laboratory tests, maintain the laboratory, and generate laboratory reports. At times an additional on-site technician will be required to support the QA process. This

item also includes materials testing for other construction materials such as concrete, soil cement bentonite, and others as required by the contract documents, but not capable of being performed in the contractor provided laboratory.

Surveying will include up to 180 days of survey for quality assurance. Surveys will be performed in accordance with the requirements provided in Task 2.2.

**Package 1 Record Drawings and Project Certification.** Prepare final Record Drawings at the completion of the construction. Record drawings will incorporate the contractors as-built documents into the project drawings using the design CAD drawings as a base. A project certification will be prepared and submitted to the Authority.

~~**Package 1 Initial Reservoir Fill.** Filling Reservoir No. 3 will require specific dedicated staff onsite to observe and monitor the filling of the reservoir. This task includes 5 additional site visits from the Geotechnical EOR and designer to be onsite and confer with the contractor on filling protocol. This will include a memorandum to file on the instrumentation monitoring and recommendations for moving to the next stage of filling.~~

## **Task 6.5 Package 1 Engineering During Construction**

**Submittal and RFI Reviews** – HDR will review submittals for conformance with the contract documents. Submittal review responses will include a recommended submittal response code in accordance with the contract documents. HDR will also review and provide responses to RFIs submitted by the contractor.

**Engineering Input and Recommendations** – HDR may be needed to provide engineering advice related to design, plans, specifications, change orders, value engineering assessments, start-up, testing, or other items not directly related to submittals or RFIs and as requested by the Authority or in the course of construction. This subtask includes miscellaneous engineering time to assist the project team during construction and may also include time for design work products such as drawings, figures, tables, specifications, or sketches.

**Meetings and Site Visits** – HDR will participate in regular and special meetings as requested by the Authority. It is assumed bi-weekly meetings will occur during construction. HDR will provide up to three team members at each meeting. These meetings may be virtual or in person and are expected to be up to one hour long. It is expected that regular meetings during the construction phase will be hosted by either the Construction Contractor or the HDR CM who will be responsible for drafting meeting minutes or notes.

HDR will also perform engineer of record site visits to review in-process work or for other related construction observation purposes. Site visits by the engineering team will be performed by up to two team members for up to two days, not including travel. Up to 25 site visits are included. After each site visit, HDR will prepare a site visit report to be delivered to the CM.

Task 6 Deliverables - Deliverables for Task 6 include (deliverables will be submitted in PDF unless noted otherwise):

- Package 1 Final Record Drawings and certification
- Package 1 Engineering Input and Recommendations (up to 1,500 hours)
- Package 1 Submittal Responses (up to 2,900)
- Package 1 RFI Responses (up to 300)
- Site visit reports
- Daily inspection reports, Weekly RE reports, Daily CM reports
- Laboratory reports
- QA Survey Results
- Package 1 Contractor Prequalification RFQ Notes
- Package 1 Contractor Prequalification SOQ Review Notes (Up to 4)
- Package 1 Bidder Question Reviews and Responses (Up to 100)
- Package 1 Amendments (Up to 20 plan sheets and 20 specifications)
- Package 1 Bid Review Notes and Tabulation (Up to 4)
- Package 1 Conformed Electronic and Hard Copy Documents (Up to 2 Sets)

Task 6 Schedule – Schedule for Task 6:

- Package 1 Prequalification RFQ Package – June 2025
- Package 1 Bid Package – August 2025
- Package 1 Bid Tabulation – October 2025
- Package 1 Bid Recommendation – November 2025
- Package 1 Conformed Set Documents – December 2025

## **TASK 7 – Emergency Action Plan and Operations and Maintenance Manual**

### **Task 7.1 – Emergency Action Plan (EAP)**

An emergency action plan (EAP) will be developed to document incidents that can lead to potential emergency conditions at a dam, areas that can be affected by the damage of the reservoir, and specific pre-planned actions that can be followed to reduce the potential of property damage, potential loss of infrastructure, resources and life. The emergency action plan will be submitted as a draft to the Authority for preliminary review and comment.

Authority comments will be incorporated into a final EAP.

## **Task 7.2 – Operations and Maintenance Manual**

An operations and maintenance O&M Manual will be drafted to document the recommended operational limits and procedures for the Reservoir No. 3 facility and project features, including maximum reservoir draw down, spillway gate operations, pump stations, valve operations, and other relevant considerations. Recommended maintenance procedures and frequency of maintenance activities will be provided. The O&M Manual will anticipate inclusion of future O&M manuals for construction contractor procured and installed materials and equipment.

Task 7 Deliverables - Deliverables for Task 7 include (deliverables will be submitted in PDF unless noted):

- Draft EAP
- Final EAP
- Draft O&M Manual
- Final O&M Manual

Task 7 Schedule – Schedule for Task 7:

- Draft EAP will be completed during construction of Reservoir No. 3. Date to be coordinated with the Authority and Regulatory Agencies.
- Final EAP will be completed during construction of Reservoir No. 3. Date to be coordinated with the Authority and Regulatory Agencies.
- Draft O&M Manual will be completed during construction of the PR3 project. Date to be coordinated with the Authority and Regulatory Agencies.

## **TASK 8 – Owner’s Allowance**

An Owner’s Allowance of \$350,000 is included in this Scope of Work to allow for currently unidentified efforts associated with this phase of the PR3 Project to be added on an as-needed basis. This allowance will not be utilized by HDR without written direction from the Authority following an agreed scope and fee for the work to be included under the allowance.

Amendment 1 added an additional \$100,000 allowance. **Amendment 2 adds an additional \$150,000 allowance for HDR and \$120,000 for environmental subconsultants.**

## **Task 9 Construction Phase Direct Costs**

**Construction Phase Direct Costs include construction vehicles, travel expenses, and other non-labor items required to support the construction phase services in Task 6. These will be tracked under a separate task and provided with receipt backup.**

## **4 Authority Responsibilities**

This Phase requires close coordination with Authority staff, with regular and frequent meetings



and discussions to successfully prepare deliverables associated with this Phase. The Authority staff will participate in workshops and meetings and will review work products and promptly provide comments, as needed.

## **5 Schedule**

The Scope of Services for the Construction Phase is assumed to be delivered over the course of **57 months** after being given a written NTP. A summary schedule and a detailed project schedule with the planned dates for distribution of deliverables will be developed early in the initiation of this scope of work. Amendment 1 adds 30 months to this Work Order. **Amendment 2 adds 18 months to this contract.**

## **6 Assumptions**

1. The Authority and stakeholders will provide timely review and input of requests and deliverables.
2. HDR will coordinate with the Authority's CMAR, Owner's Rep and other partners as requested by the Authority and with the Authority's participation.
3. HDR Engineering, Inc.'s (HDR) observation or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. HDR shall not be responsible for the acts or omissions of construction contractor(s) or other parties on the project.
4. The RAI effort and coordination with the agencies for permitting will include up to 2 RAI cycles.
5. The Authority's CMAR will develop cost estimates for the pumping and conveyance features of the project as part of their work.
6. For all surveying field efforts, it is assumed that clearing will not be required. If clearing is required, additional coordination with the Authority will need to occur.
7. The Draft EAP and Draft O&M Manual will be completed after the construction documents are ready for bidding and/or construction. These two documents will not be finalized until construction is complete.
8. **Services considered for this Work Order are for an expected 40-hour work week, and do not include costs for overtime work.**
9. **Volume 2 ERP and 404 Permitting efforts will be included in future amendments.**

## **7 Fee**

The Authority agrees to compensate HDR for this scope of services on a Lump Sum and Time and Materials (T&M) basis as shown on the Fee Schedule in Exhibit A and the Fee Summary Table below. The compensation for all tasks, except Task 2, Task 5, and Task 6 will be on a Lump Sum basis. Task 2, Task 5, and Task 6 will be paid on a Time and Materials not-to-exceed basis and is based on rates in the master contract for the PR3 Project and actual costs incurred by our subconsultants.

## EXHIBIT A – FEE SCHEDULE

### Fee Summary Table – Compensation by Task

Description	Fee	Amendment 1	Amendment 2	Revised Contract Total	Compensation
Task 1 – Project Management, Communication, and Coordination	\$274,255.00	\$712,749.00	\$164,691.34	\$1,151,695.34	Lump Sum
Task 2 – Field Work	\$139,010.00	\$75,855.00		\$214,865.00	T&M
Task 3 – Environmental and Permitting	\$179,650.00	-	-	\$179,650.00	Lump Sum
Task 4 – Final, RTA, and IFC Design Updates	\$1,444,978.00	-		\$1,444,978.00	Lump Sum
Task 5 – CMAR Contract (Package 2) Engineering During Construction Services	\$785,274.00	\$2,013,177.00		\$2,798,451.00	T&M
Task 6 – Reservoir No. 3 (Package 1) Construction Management Services	\$336,934.00	-	\$17,136,696.30	\$17,473,630.30	T&M
Task 7 – Emergency Action Plan (EAP) and Operations and Maintenance (O&M) Manual	\$195,208.00	-		\$195,208.00	Lump Sum
Task 8 – Owners Allowance – Environmental	\$250,000.00	\$100,000.00	\$270,000.00	\$620,000.00	N/A
Task 9 – Construction Phase Direct Costs			\$1,335,141.71	\$1,335,141.71	T&M
<b>TOTAL:</b>	<b>\$3,605,309.00</b>	<b>\$2,901,780</b>	<b>\$18,906,529.35</b>	<b>\$25,413,619.35</b>	

**Work Order No. 4 - Engineering During Construction**

**AMENDMENT 2**

<b>RFP Para. No.</b>	<b>Task Description</b>	<b>HDR</b>	<b>ODCs</b>	<b>Hazen</b>	<b>Hyatt (Survey)</b>	<b>H2R (Geotech QA)</b>	<b>Other Subs</b>	<b>Amendment 2 TOTAL</b>
<b>T1</b>	Project Management and Progress Reporting (LS)	\$164,691.34						\$164,691.34
<b>T2</b>	Field Work (T&M)							
<b>T3</b>	Environmental and Permitting (LS)							
<b>T4</b>	Final Design Updates (LS)							
<b>T5</b>	CMAR Contract (Package 2) EDC Services (T&M)							
<b>T6</b>	Reservoir No. 3 (Package 1) CPS (T&M)	\$13,839,496.30		\$667,200.00	\$630,000.00	\$2,000,000.00		\$17,136,696.30
<b>T7</b>	EAP and O&M Manual (LS)							
<b>T8</b>	Owner's Allowance	\$ 150,000.00					\$120,000.00	\$270,000.00
<b>T9</b>	Construction Phase Direct Costs		\$1,335,141.71					\$1,335,141.71
		\$14,154,187.64	\$1,335,141.71	\$667,200.00	\$630,000.00	\$2,000,000.00	\$120,000.00	<b>\$18,906,529.35</b>

*PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025*

**GENERAL COUNSEL'S REPORT**

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**Presenter -**

Douglas Manson, General Counsel

**Recommended Action -**

**Status Update.** This item is presented for the Board's information and no action is required.

*PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025*

**EXECUTIVE DIRECTOR'S REPORT**

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**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  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 1**

**Hydrologic Conditions Report**

**Project Status Report**

**Project: Hydrologic Conditions Report**

**Date: December 3, 2025**

**Prepared By: Kris Ramon, Project Manager III – Water Resources & Planning**

This memorandum summarizes rainfall, surface water conditions, and the Authority’s current water storage and supply conditions for the month of October, and the preceding 13-month period.

**Rainfall Conditions & Projections**

**Table 1** summarizes rainfall conditions for the 13-month period from October 1, 2024, through October 31, 2025. Rainfall in the Peace River Basin for the past 12-months totaled 41.93 inches, which is 10.37 inches below the long-term historical average of 52.30 inches. Rainfall for the month of October 2025 totaled 2.20 inches, a value 0.90 inches below the historical monthly average of 3.10 inches for October.

**Table 1 (Peace River Basin Rainfall - Inches)**

Month	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	12 Mo Total
Historical Avg Rainfall <sup>1</sup>	3.10	1.70	1.90	2.20	2.50	2.90	2.50	4.00	8.40	8.10	7.70	7.30	3.10	52.30
Actual Rainfall <sup>2</sup>	6.21	0.57	0.92	1.67	2.07	0.64	0.37	8.82	6.81	7.47	6.06	4.33	2.20	41.93
Diff. Historical vs Actual	3.11	-1.13	-0.98	-0.53	-0.43	-2.26	-2.13	4.82	-1.59	-0.63	-1.64	-2.97	-0.90	-10.37

<sup>1</sup> Historical rainfall data are the long-term average of the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

<sup>2</sup> Actual rainfall data are average values for the Winter Haven, Bowling Green, and Joshua at Nocatee Rainfall Stations.

**Figure 1** provides region-wide rainfall conditions as reported by SWFWMD for the 12-month period ending October 2025. Data shown for the Authority’s 4-county service area indicates drier than normal to very dry conditions for most of Manatee County, and normal to very dry conditions for most of Charlotte, Sarasota and DeSoto Counties. The overall inland Peace River Basin indicates normal to very dry conditions from Polk to DeSoto Counties over the last 12 months.

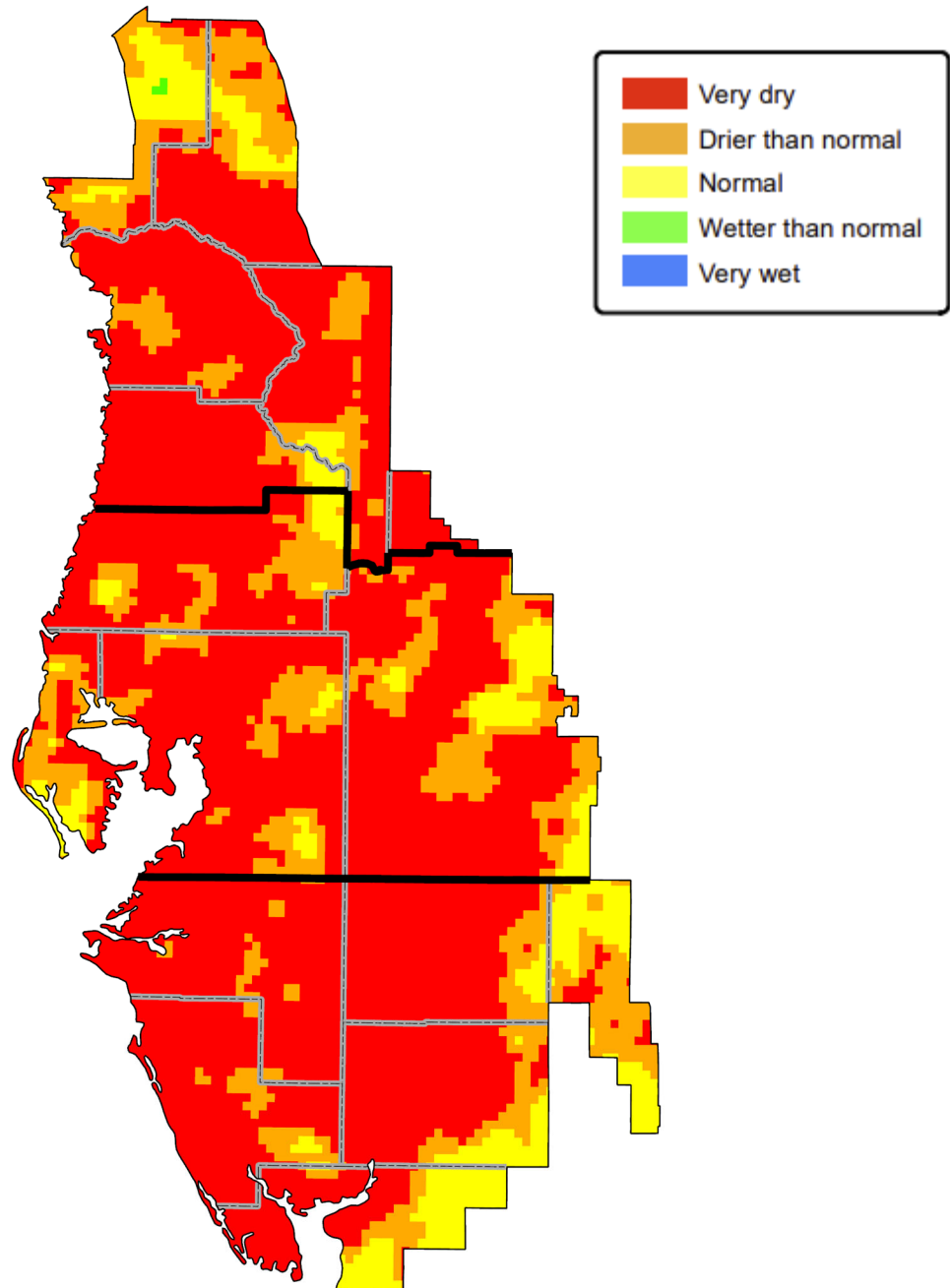
NOAA projections for the next three months (November 2025 – January 2026) are leaning above normal temperatures and leaning below normal chances of rainfall for Southwest Florida. La Nina conditions are present and favored to persist through December 2025 – February 2026, with a transition to ENSO-neutral likely in January – March 2026 (55% chance).



Figure 1 (SWFWMD Rainfall Conditions Map)

# Rainfall Distribution

*November 2024 through October 2025*



### River Flow Conditions

**Figure 2** provides the locations of the three U.S. Geological Survey gauges that are used to regulate Authority withdrawals from the Peace River: 1) Peace River at Arcadia, 2) Horse Creek at Arcadia, and 3) Joshua Creek at Nocatee. Flow conditions at these gauges are discussed below:

The combined flow at the three gauges listed above was below the historical average for September 2025 and October 2025. **Figure 3** provides a hydrograph of combined flows plotted against the historical average and the 130 cfs lower limit for withdrawals.

**Figure 2 (Peace River Basin Showing Selected Gauge Locations with ★)**

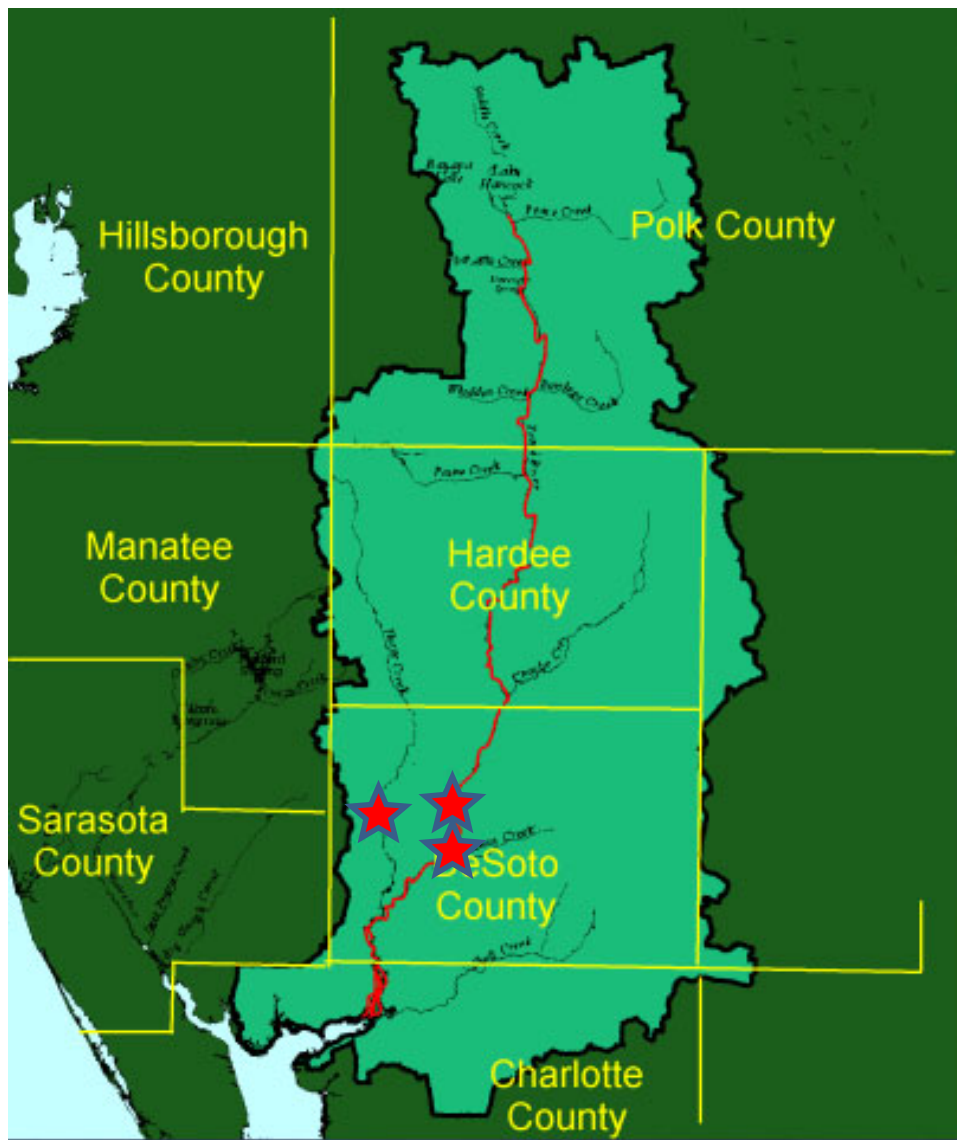
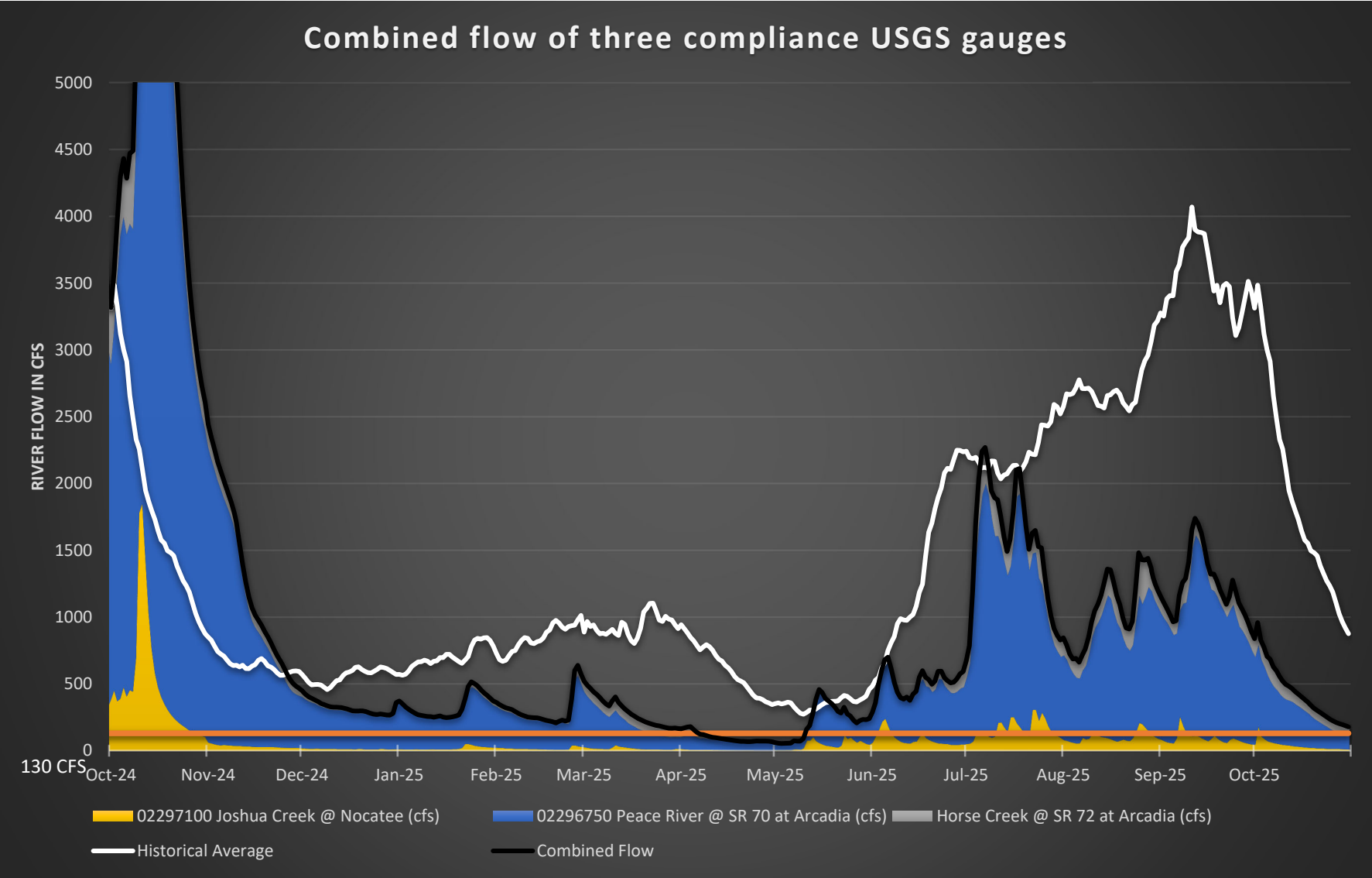


Figure 3 – HYDROGRAPH OF COMBINED FLOWS OF THREE STATIONS



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 2**

**Check Registers for September and October 2025**

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: SEPTEMBER & OCTOBER 2025**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	40452	Buffalo Graffix	\$ 591.46
09/05/25	40453	FLORIDA POWER & LIGHT COMPANY	\$ 165,449.63
09/05/25	40454	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 99.92
09/05/25	40455	Waste Pro Bradenton/Sarasota	\$ 195.00
09/05/25	40456	SOLINST CANADA LTD	\$ 8,193.46
09/05/25	40457	Manatee County Utilities Department	\$ 432.09
09/05/25	40458	SALOMONE LAW GROUP	\$ 184.62
09/05/25	ACH000768	Accurate Heating & Cooling, Inc.	\$ 561.00
09/05/25	ACH000769	AIR CENTERS-FLORIDA	\$ 5,719.63
09/05/25	ACH000770	Air Mechanical & Service Corp	\$ 3,953.00
09/05/25	ACH000771	ALFA LAVAL INC	\$ 1,112.76
09/05/25	ACH000772	ALLIED UNIVERSAL CORP	\$ 90,341.04
09/05/25	ACH000773	AMAZON Business	\$ 1,959.04
09/05/25	ACH000774	Apex Office Products Inc	\$ 1,466.00
09/05/25	ACH000775	Ardurra Group	\$ 28,433.41
09/05/25	ACH000776	A-Superior Locksmith, Inc.	\$ 2,706.98
09/05/25	ACH000777	BENCHMARK ENVIROANALYTICAL INC	\$ 1,273.00
09/05/25	ACH000778	BLACK & VEATCH	\$ 10,938.65
09/05/25	ACH000779	Brown and Caldwell	\$ 4,550.00
09/05/25	ACH000780	CED - Port Charlotte	\$ 365.50
09/05/25	ACH000781	CENTURYLINK	\$ 483.25
09/05/25	ACH000782	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,585.43
09/05/25	ACH000783	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,611.04
09/05/25	ACH000784	Chemtrade Chemicals US LLC	\$ 119,320.50
09/05/25	ACH000785	DeSoto County	\$ 66,333.33
09/05/25	ACH000786	DMS-FINANCIAL MGMT SERVICES	\$ 1,351.01
09/05/25	ACH000787	DONALDSON COMPANY INC	\$ 2,043.73
09/05/25	ACH000788	Electrical & Mechanical Maintenance, INC	\$ 4,212.00
09/05/25	ACH000789	Environmental Science Associates	\$ 31,803.00
09/05/25	ACH000790	FEDERAL EXPRESS	\$ 472.08
09/05/25	ACH000791	Fisher Scientific	\$ 2,849.91
09/05/25	ACH000792	FitchRatings Inc	\$ 97,000.00
09/05/25	ACH000793	FRONTIER	\$ 297.98
09/05/25	ACH000794	GARNEY COMPANIES	\$ 194,315.21
09/05/25	ACH000795	GRAINGER	\$ 904.34
09/05/25	ACH000796	H2 ENVIRO SOLUTIONS LLC	\$ 2,861.63
09/05/25	ACH000797	Hach Company	\$ 1,890.00
09/05/25	ACH000798	Harrington Industrial Plastics, LLC	\$ 1,339.22
09/05/25	ACH000799	INSTRUMART LLC	\$ 774.17
09/05/25	ACH000800	J.G. British Imports, Inc	\$ 119.00
09/05/25	ACH000801	Jacobi Carbons Inc	\$ 132,406.40
09/05/25	ACH000802	Johnson Controls Security Solutions LLC	\$ 513.05
09/05/25	ACH000803	JOHNSON ENGINEERING INC	\$ 5,270.00
09/05/25	ACH000804	Kevin Jackson	\$ 912.09
09/05/25	ACH000805	MCMASTER-CARR SUPPLY CO	\$ 3,139.28
09/05/25	ACH000806	NABORS GIBLIN & NICKERSON PA	\$ 289,750.00
09/05/25	ACH000807	Natural Resources LLC	\$ 1,959.28
09/05/25	ACH000808	PALM PRINTING	\$ 50.00
09/05/25	ACH000809	REXEL USA Inc	\$ 4,412.61

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: SEPTEMBER & OCTOBER 2025**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	ACH000810	Rite Technology	\$ 2,081.19
09/05/25	ACH000811	RS Americas Inc	\$ 2,927.96
09/05/25	ACH000812	SANDERS LABORATORIES	\$ 2,490.00
09/05/25	ACH000813	STANTEC CONSULTING SERVICES	\$ 5,500.99
09/05/25	ACH000814	Storm Roofing and Repair	\$ 1,258.00
09/05/25	ACH000815	SUNSHINE ACE HARDWARE	\$ 341.18
09/05/25	ACH000816	Tanner Industries, Inc	\$ 5,669.45
09/05/25	ACH000817	THE BANK OF NEW YORK MELLON	\$ 1,500.00
09/05/25	ACH000818	UNIVAR SOLUTIONS USA INC	\$ 31,875.94
09/05/25	ACH000819	USA Bluebook	\$ 2,488.37
09/05/25	ACH000820	VOYAGER FLEET SYSTEMS INC	\$ 4,800.28
09/05/25	ACH000821	WALES SCIENTIFIC SOLUTIONS, LLC	\$ 2,900.00
09/19/25	40459	CenturyLink Florida	\$ 7,680.38
09/19/25	40460	DESOTO CO CHAMBER OF COMMERCE	\$ 450.00
09/19/25	40461	Hershman Plumbing Inc	\$ 720.00
09/19/25	40462	SUN NEWSPAPER	\$ 240.24
09/19/25	40463	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
09/19/25	40464	Access Control Systems, LLC	\$ 790.76
09/19/25	40465	BOB DEAN SUPPLY INC	\$ 2,030.25
09/19/25	40466	SALOMONE LAW GROUP	\$ 184.62
09/19/25	40467	VERIZON WIRELESS	\$ 209.08
09/19/25	40468	Braden River Utilities LLC	\$ 100.38
09/19/25	40469	SAM'S CLUB/SYNCHRONY BANK	\$ 141.98
09/19/25	40470	HOME DEPOT CREDIT SERVICE	\$ 908.61
09/19/25	ACH000822	AIR CENTERS-FLORIDA	\$ 454.09
09/19/25	ACH000823	Air Mechanical & Service Corp	\$ 5,109.79
09/19/25	ACH000824	ALLIED UNIVERSAL CORP	\$ 32,649.12
09/19/25	ACH000825	AMAZON Business	\$ 191.73
09/19/25	ACH000826	ANIXTER INC.	\$ 2,262.75
09/19/25	ACH000827	Apex Office Products Inc	\$ 869.81
09/19/25	ACH000828	ASRUS LLC	\$ 3,340.00
09/19/25	ACH000829	BATTERIES PLUS BULBS #451	\$ 157.45
09/19/25	ACH000830	Briggs Equipment Inc	\$ 27.07
09/19/25	ACH000831	CED - Port Charlotte	\$ 1,689.74
09/19/25	ACH000832	CELLHIRE USA,LLC	\$ 191.01
09/19/25	ACH000833	CenturyLink	\$ 1,661.73
09/19/25	ACH000834	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,456.06
09/19/25	ACH000835	Chemtrade Chemicals US LLC	\$ 78,304.58
09/19/25	ACH000836	CHENANGO SUPPLY CO., INC.	\$ 166.56
09/19/25	ACH000837	COLE-PARMER INSTRUMENT CO	\$ 93.51
09/19/25	ACH000838	EARTH BALANCE	\$ 944.08
09/19/25	ACH000839	ENDRESS+HAUSER, INC.	\$ 4,039.30
09/19/25	ACH000840	Entech	\$ 11,017.30
09/19/25	ACH000841	Fisher Scientific	\$ 2,370.14
09/19/25	ACH000842	FORTILINE INC.	\$ 792.10
09/19/25	ACH000843	Fortiline Waterworks	\$ 29,020.68
09/19/25	ACH000844	FRONTIER COMMUNICATIONS-305	\$ 260.98
09/19/25	ACH000845	GRAINGER	\$ 4,740.50
09/19/25	ACH000846	H2 ENVIRO SOLUTIONS LLC	\$ 6,033.40

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/19/25	ACH000847	Hach Company	\$ 1,325.10
09/19/25	ACH000848	HDR ENGINEERING INC	\$ 1,428.50
09/19/25	ACH000849	Hostetler Irrigation Inc	\$ 224.92
09/19/25	ACH000850	Hudson Pump	\$ 6,526.14
09/19/25	ACH000851	HVMI LLC	\$ 44,190.87
09/19/25	ACH000852	Jacobi Carbons Inc	\$ 273,350.40
09/19/25	ACH000853	JOHNSON ENGINEERING INC	\$ 35,644.25
09/19/25	ACH000854	Locher Environmental LLC	\$ 70,851.00
09/19/25	ACH000855	MANSON BOLVES DONALDSON TANNER	\$ 20,699.09
09/19/25	ACH000856	Matt's Lawn Service	\$ 775.00
09/19/25	ACH000857	Miller Electric Company	\$ 39,800.00
09/19/25	ACH000858	NAVITAS CREDIT CORP	\$ 211.58
09/19/25	ACH000859	PALM PRINTING	\$ 245.00
09/19/25	ACH000860	PHENOVA INC	\$ 139.69
09/19/25	ACH000861	Pitney Bowes Global Financial Services	\$ 188.97
09/19/25	ACH000862	PRO-CHEM INC	\$ 649.85
09/19/25	ACH000864	RESPEC Company LLC	\$ 455.00
09/19/25	ACH000865	RS Americas Inc	\$ 7,483.98
09/19/25	ACH000866	SOUTHERN TANK AND PUMP	\$ 4,049.90
09/19/25	ACH000867	SOUTHWEST MOBILE MECHANIC	\$ 18,527.00
09/19/25	ACH000868	STANTEC CONSULTING SERVICES	\$ 3,394.84
09/19/25	ACH000869	SUNSHINE ACE HARDWARE	\$ 68.96
09/19/25	ACH000870	The Markay Consulting Group LLC	\$ 2,025.00
09/19/25	ACH000871	TOI TOI USA	\$ 433.48
09/19/25	ACH000872	TRINOVA INC.	\$ 5,711.02
09/19/25	ACH000873	TRULY NOLEN BRANCH 079	\$ 850.00
09/19/25	ACH000874	UNDERWATER ENGINEERING SERVICES INC	\$ 37,554.80
09/19/25	ACH000875	UNITED STATES GEOLOGICAL SURVEY	\$ 10,170.00
09/19/25	ACH000876	UNIVAR SOLUTIONS USA INC	\$ 21,578.07
09/19/25	ACH000877	USA Bluebook	\$ 1,198.20
09/19/25	ACH000878	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/19/25	ACH000879	WOMACK SANITATION INC	\$ 453.00
09/19/25	ACH000880	YSI Inc	\$ 3,351.65
10/03/25	40471	D M CONSTRUCTION CORP	\$ 14,124.80
10/03/25	40472	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/03/25	40473	FLORIDA POWER & LIGHT COMPANY	\$ 144,650.68
10/03/25	40474	KED GROUP INC	\$ 16,456.00
10/03/25	40475	Manatee County Utilities Department	\$ 348.92
10/03/25	40476	NaturZone Pest Control	\$ 87.79
10/03/25	40477	Project Combo Inc.	\$ 5,390.00
10/03/25	40478	SALOMONE LAW GROUP	\$ 184.62
10/03/25	40479	SMITH RANCH & GARDEN INC	\$ 857.50
10/03/25	40480	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.90
10/03/25	40481	Waste Pro Bradenton/Sarasota	\$ 190.00
10/03/25	40482	Water Boy, Inc	\$ 29.65
10/03/25	ACH000881	AIRGAS USA LLC	\$ 410.39
10/03/25	ACH000882	ALLIED UNIVERSAL CORP	\$ 32,759.00
10/03/25	ACH000883	AMAZON Business	\$ 243.11
10/03/25	ACH000884	Apex Office Products Inc	\$ 507.65

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/03/25	ACH000885	Ardurra Group	\$ 17,110.54
10/03/25	ACH000886	ATIS Elevator Inspections, LLC	\$ 350.00
10/03/25	ACH000887	BENCHMARK ENVIROANALYTICAL INC	\$ 1,449.50
10/03/25	ACH000888	CAROLLO ENGINEERS INC	\$ 14,571.51
10/03/25	ACH000889	CENTURYLINK	\$ 495.90
10/03/25	ACH000890	CHARLOTTE COUNTY BCC - LANDFILL	\$ 6,186.17
10/03/25	ACH000891	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,550.68
10/03/25	ACH000892	Chemtrade Chemicals US LLC	\$ 89,404.75
10/03/25	ACH000893	CINTAS	\$ 1,097.14
10/03/25	ACH000894	CINTAS FIRE 636525	\$ 1,845.24
10/03/25	ACH000895	COLE-PARMER INSTRUMENT CO	\$ 679.34
10/03/25	ACH000896	DeSoto County	\$ 78,125.00
10/03/25	ACH000897	DMS-FINANCIAL MGMT SERVICES	\$ 457.32
10/03/25	ACH000898	EARTH BALANCE	\$ 44,994.00
10/03/25	ACH000899	Environmental Science Associates	\$ 37,148.00
10/03/25	ACH000900	FEDERAL EXPRESS	\$ 58.42
10/03/25	ACH000901	GARNEY COMPANIES	\$ 48,705.00
10/03/25	ACH000902	George Pennell	\$ 50.00
10/03/25	ACH000903	GRAINGER	\$ 1,050.30
10/03/25	ACH000904	H2 ENVIRO SOLUTIONS LLC	\$ 1,391.08
10/03/25	ACH000905	Hach Company	\$ 4,564.00
10/03/25	ACH000906	Hostetler Irrigation Inc	\$ 285.73
10/03/25	ACH000907	Jacobi Carbons Inc	\$ 131,523.20
10/03/25	ACH000908	Kevin Jackson	\$ 1,505.55
10/03/25	ACH000909	National MRO	\$ 251.00
10/03/25	ACH000910	Natural Resources LLC	\$ 3,637.91
10/03/25	ACH000911	Razorback LLC	\$ 45,640.35
10/03/25	ACH000912	RESPEC Company LLC	\$ 18,714.90
10/03/25	ACH000913	Rite Technology	\$ 2,081.19
10/03/25	ACH000914	ROGERS PETROLEUM INC	\$ 11,297.93
10/03/25	ACH000915	RS Americas Inc	\$ 5,661.55
10/03/25	ACH000916	S&C Electric Company	\$ 8,434.55
10/03/25	ACH000917	SANDERS LABORATORIES	\$ 2,693.00
10/03/25	ACH000918	STANTEC CONSULTING SERVICES	\$ 16,366.50
10/03/25	ACH000919	Sumner Land Management LLC	\$ 9,680.10
10/03/25	ACH000920	SUNSHINE ACE HARDWARE	\$ 125.88
10/03/25	ACH000922	SYLOGISTMISSION, INC.	\$ 1,657.50
10/03/25	ACH000923	THATCHER CHEMICAL OF FLORIDA	\$ 100,046.33
10/03/25	ACH000924	THE BANK OF NEW YORK MELLON	\$ 1,400.00
10/03/25	ACH000925	UNDERWATER ENGINEERING SERVICES INC	\$ 8,200.00
10/03/25	ACH000926	UNIVAR SOLUTIONS USA INC	\$ 63,507.62
10/03/25	ACH000927	USA Bluebook	\$ 4,972.45
10/03/25	ACH000928	YSI Inc	\$ 839.09
10/17/25	40483	D M CONSTRUCTION CORP	\$ 17,424.90
10/17/25	40484	FDOT	\$ 6.45
10/17/25	40485	Heartcare Consultants LLC	\$ 25,000.00
10/17/25	40486	HOME DEPOT CREDIT SERVICE	\$ 183.18
10/17/25	40487	KED GROUP INC	\$ 15,548.00
10/17/25	40488	NaturZone Pest Control	\$ 150.79



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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	40489	PNC Bank	\$ 1,310.68
10/17/25	40490	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,720.75
10/17/25	40491	SALOMONE LAW GROUP	\$ 184.62
10/17/25	40492	SAM'S CLUB/SYNCHRONY BANK	\$ 487.70
10/17/25	40493	SPECIALTY PARTS	\$ 48.76
10/17/25	40494	VERIZON WIRELESS	\$ 203.14
10/17/25	ACH000929	SUTTER ROOFING COMPANY OF FLORIDA	\$ 1,662.20
10/17/25	ACH000930	AMAZON Business	\$ 2,264.12
10/17/25	ACH000931	FRONTIER	\$ 297.98
10/17/25	ACH000932	EARTH BALANCE	\$ 64,384.05
10/17/25	ACH000933	SANDERS LABORATORIES	\$ 2,739.00
10/17/25	ACH000934	PALM PRINTING	\$ 230.00
10/17/25	ACH000935	ALLIED UNIVERSAL CORP	\$ 99,093.72
10/17/25	ACH000936	Fisher Scientific	\$ 3,875.13
10/17/25	ACH000937	Jacobi Carbons Inc	\$ 136,270.40
10/17/25	ACH000938	Hach Company	\$ 421.08
10/17/25	ACH000939	IDEXX DISTRIBUTION INC	\$ 337.78
10/17/25	ACH000940	Tanner Industries, Inc	\$ 5,685.04
10/17/25	ACH000941	UNIVAR SOLUTIONS USA INC	\$ 62,204.90
10/17/25	ACH000942	NAVITAS CREDIT CORP	\$ 211.58
10/17/25	ACH000943	CORONADO LAWN SERVICE OF FL	\$ 19,726.00
10/17/25	ACH000944	TRANSCAT INC	\$ 1,532.60
10/17/25	ACH000945	GRAINGER	\$ 7,788.90
10/17/25	ACH000946	FLUID CONTROL SPECIALTIES INC	\$ 2,857.36
10/17/25	ACH000947	CINTAS FIRE 636525	\$ 242.74
10/17/25	ACH000948	SOUTHWEST MOBILE MECHANIC	\$ 5,835.00
10/17/25	ACH000949	CED - Port Charlotte	\$ 700.55
10/17/25	ACH000950	SUNSHINE ACE HARDWARE	\$ 79.94
10/17/25	ACH000951	Apex Office Products Inc	\$ 436.83
10/17/25	ACH000952	H2 ENVIRO SOLUTIONS LLC	\$ 9,707.43
10/17/25	ACH000953	USA Bluebook	\$ 322.80
10/17/25	ACH000954	AIR CENTERS-FLORIDA	\$ 12,674.16
10/17/25	ACH000955	WOMACK SANITATION INC	\$ 900.00
10/17/25	ACH000956	INSTRUMART LLC	\$ 3,956.00
10/17/25	ACH000957	REXEL USA Inc	\$ 11,556.79
10/17/25	ACH000958	RS Americas Inc	\$ 3,358.01
10/17/25	ACH000959	MCMaster-CARR SUPPLY CO	\$ 150.40
10/17/25	ACH000960	PRO-CHEM INC	\$ 1,244.95
10/17/25	ACH000961	Creel Tractor Company	\$ 200.02
10/17/25	ACH000962	Chemtrade Chemicals US LLC	\$ 108,249.04
10/17/25	ACH000963	STANTEC CONSULTING SERVICES	\$ 17,025.94
10/17/25	ACH000964	GARNEY COMPANIES	\$ 149,007.77
10/17/25	ACH000965	TOI TOI USA	\$ 433.48
10/17/25	ACH000966	HVMI LLC	\$ 41,871.27
10/17/25	ACH000967	CELLHIRE USA,LLC	\$ 191.01
10/17/25	ACH000968	Wade Trim INC	\$ 41,337.60
10/17/25	ACH000969	ADVANTAGE COMMUNICATIONS INC	\$ 4,500.00
10/17/25	ACH000970	RING POWER CORPORATION	\$ 10,748.77
10/17/25	ACH000971	SHALINA ODEGARD	\$ 165.00

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	ACH000972	Reardon Family Enterprises	\$ 1,979.43
10/17/25	ACH000973	Risk Management Associates Inc	\$ 171,041.43
10/17/25	ACH000974	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,571.22
10/17/25	ACH000975	FRONTIER COMMUNICATIONS-305	\$ 260.98
10/17/25	ACH000976	CHENANGO SUPPLY CO., INC.	\$ 863.48
10/17/25	ACH000977	Accurate Heating & Cooling, Inc.	\$ 7,954.00
10/17/25	ACH000978	Centurylink	\$ 395.43
10/17/25	ACH000979	A C Schultes of Florida Inc	\$ 134,811.10
10/17/25	ACH000980	BENCHMARK ENVIROANALYTICAL INC	\$ 752.50
10/17/25	ACH000981	THE BANK OF NEW YORK MELLON	\$ 1,900.00
10/17/25	ACH000982	AIRGAS USA LLC	\$ 401.99
10/17/25	ACH000983	McKim and Creed INC	\$ 131,274.78
10/17/25	ACH000984	CINTAS	\$ 439.00
10/17/25	ACH000985	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/17/25	ACH000986	BLACK & VEATCH	\$ 8,402.00
10/17/25	ACH000987	VOYAGER FLEET SYSTEMS INC	\$ 4,523.86
10/17/25	ACH000988	CedarChem LLC	\$ 13,465.20
10/17/25	ACH000989	Graphic Products, Inc.	\$ 4,936.63
10/17/25	ACH000990	ROGERS PETROLEUM INC	\$ 1,690.62
10/27/25	40504	Florida Tent of SW Florida, Inc	\$ 9,016.52
10/31/25	40495	Braden River Utilities LLC	\$ 124.80
10/31/25	40496	MAVIS DISCOUNT TIRE	\$ 2,377.18
10/31/25	40497	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
10/31/25	40498	Water Boy, Inc	\$ 6.00
10/31/25	40499	Waste Pro Bradenton/Sarasota	\$ 190.00
10/31/25	40500	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 75.54
10/31/25	40501	AWWA	\$ 90.00
10/31/25	40502	FLORIDA POWER & LIGHT COMPANY	\$ 180,895.71
10/31/25	40503	SALOMONE LAW GROUP	\$ 184.62
10/31/25	ACH000991	Accurate Heating & Cooling, Inc.	\$ 680.00
10/31/25	ACH000992	ALLIED UNIVERSAL CORP	\$ 16,700.12
10/31/25	ACH000993	AMAZON Business	\$ 231.41
10/31/25	ACH000994	Apex Office Products Inc	\$ 765.59
10/31/25	ACH000995	Ardurra Group	\$ 7,629.02
10/31/25	ACH000996	BENCHMARK ENVIROANALYTICAL INC	\$ 895.00
10/31/25	ACH000997	CED - Port Charlotte	\$ 3,992.85
10/31/25	ACH000998	CELLHIRE USA,LLC	\$ 191.01
10/31/25	ACH000999	CenturyLink	\$ 1,666.11
10/31/25	ACH001000	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,619.47
10/31/25	ACH001001	Chemtrade Chemicals US LLC	\$ 48,793.79
10/31/25	ACH001002	CINTAS FIRE 636525	\$ 1,979.00
10/31/25	ACH001003	COLE-PARMER INSTRUMENT CO	\$ 216.60
10/31/25	ACH001004	Culligan Water Conditioning	\$ 309.00
10/31/25	ACH001005	Cummins Power South	\$ 1,784.38
10/31/25	ACH001006	DESOTO COUNTY BOCC	\$ 3,233.36
10/31/25	ACH001007	DMS-FINANCIAL MGMT SERVICES	\$ 462.68
10/31/25	ACH001008	EARTH BALANCE	\$ 4,019.50
10/31/25	ACH001009	Entech	\$ 7,065.39
10/31/25	ACH001010	Environmental Science Associates	\$ 34,670.50

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/31/25	ACH001011	FEDERAL EXPRESS	\$ 53.42
10/31/25	ACH001012	Fisher Scientific	\$ 1,314.20
10/31/25	ACH001013	FLUID CONTROL SPECIALTIES INC	\$ 4,965.71
10/31/25	ACH001014	GRAINGER	\$ 4,138.25
10/31/25	ACH001015	H2 ENVIRO SOLUTIONS LLC	\$ 4,875.00
10/31/25	ACH001016	Hach Company	\$ 192.00
10/31/25	ACH001017	HDR ENGINEERING INC	\$ 2,628.75
10/31/25	ACH001018	Jacobi Carbons Inc	\$ 68,448.00
10/31/25	ACH001019	Johnson Controls Security Solutions LLC	\$ 1,654.57
10/31/25	ACH001020	JOHNSON ENGINEERING INC	\$ 2,481.25
10/31/25	ACH001021	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,571.28
10/31/25	ACH001022	MANSON BOLVES DONALDSON TANNER	\$ 27,485.00
10/31/25	ACH001023	Matt's Lawn Service	\$ 775.00
10/31/25	ACH001024	MKI Services, Inc.	\$ 411.76
10/31/25	ACH001025	Natural Resources LLC	\$ 7,414.49
10/31/25	ACH001026	OneDigital Investment Advisors LLC	\$ 4,500.00
10/31/25	ACH001028	RESPEC Company LLC	\$ 29,873.80
10/31/25	ACH001029	REXEL USA Inc	\$ 5,004.90
10/31/25	ACH001030	Rite Technology	\$ 2,081.19
10/31/25	ACH001031	RS Americas Inc	\$ 62.66
10/31/25	ACH001032	SANDERS LABORATORIES	\$ 2,777.00
10/31/25	ACH001033	SD Myers LLC	\$ 4,192.00
10/31/25	ACH001034	Shimadzu Scientific Instruments	\$ 7,141.68
10/31/25	ACH001035	STANTEC CONSULTING SERVICES	\$ 6,803.40
10/31/25	ACH001036	SUNSHINE ACE HARDWARE	\$ 29.98
10/31/25	ACH001037	SUTTER ROOFING COMPANY OF FLORIDA	\$ 15,880.00
10/31/25	ACH001038	SYLOGISTMISSION, INC.	\$ 191.25
10/31/25	ACH001039	Tanner Industries, Inc	\$ 11,297.01
10/31/25	ACH001040	TRANSCAT INC	\$ 845.17
10/31/25	ACH001041	TRULY NOLEN BRANCH 079	\$ 331.00
10/31/25	ACH001042	UNIVAR SOLUTIONS USA INC	\$ 64,300.58
10/31/25	ACH001043	USA Bluebook	\$ 147.25
<b>Total</b>			<b>\$ 5,556,287.42</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**Alphabetically by Vendor**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	ACH000979	A C Schultes of Florida Inc	\$ 134,811.10
09/19/25	40464	Access Control Systems, LLC	\$ 790.76
09/05/25	ACH000768	Accurate Heating & Cooling, Inc.	\$ 561.00
10/17/25	ACH000977	Accurate Heating & Cooling, Inc.	\$ 7,954.00
10/31/25	ACH000991	Accurate Heating & Cooling, Inc.	\$ 680.00
10/17/25	ACH000969	ADVANTAGE COMMUNICATIONS INC	\$ 4,500.00
09/05/25	ACH000769	AIR CENTERS-FLORIDA	\$ 5,719.63
09/19/25	ACH000822	AIR CENTERS-FLORIDA	\$ 454.09
10/17/25	ACH000954	AIR CENTERS-FLORIDA	\$ 12,674.16
09/05/25	ACH000770	Air Mechanical & Service Corp	\$ 3,953.00
09/19/25	ACH000823	Air Mechanical & Service Corp	\$ 5,109.79
10/03/25	ACH000881	AIRGAS USA LLC	\$ 410.39
10/17/25	ACH000982	AIRGAS USA LLC	\$ 401.99
09/05/25	ACH000771	ALFA LAVAL INC	\$ 1,112.76
09/05/25	ACH000772	ALLIED UNIVERSAL CORP	\$ 90,341.04
09/19/25	ACH000824	ALLIED UNIVERSAL CORP	\$ 32,649.12
10/03/25	ACH000882	ALLIED UNIVERSAL CORP	\$ 32,759.00
10/17/25	ACH000935	ALLIED UNIVERSAL CORP	\$ 99,093.72
10/31/25	ACH000992	ALLIED UNIVERSAL CORP	\$ 16,700.12
09/05/25	ACH000773	AMAZON Business	\$ 1,959.04
09/19/25	ACH000825	AMAZON Business	\$ 191.73
10/03/25	ACH000883	AMAZON Business	\$ 243.11
10/17/25	ACH000930	AMAZON Business	\$ 2,264.12
10/31/25	ACH000993	AMAZON Business	\$ 231.41
09/19/25	ACH000826	ANIXTER INC.	\$ 2,262.75
09/05/25	ACH000774	Apex Office Products Inc	\$ 1,466.00
09/19/25	ACH000827	Apex Office Products Inc	\$ 869.81
10/03/25	ACH000884	Apex Office Products Inc	\$ 507.65
10/17/25	ACH000951	Apex Office Products Inc	\$ 436.83
10/31/25	ACH000994	Apex Office Products Inc	\$ 765.59
09/05/25	ACH000775	Ardurra Group	\$ 28,433.41
10/03/25	ACH000885	Ardurra Group	\$ 17,110.54
10/31/25	ACH000995	Ardurra Group	\$ 7,629.02
09/19/25	ACH000828	ASRUS LLC	\$ 3,340.00
09/05/25	ACH000776	A-Superior Locksmith, Inc.	\$ 2,706.98
10/03/25	ACH000886	ATIS Elevator Inspections, LLC	\$ 350.00
10/31/25	40501	AWWA	\$ 90.00
09/19/25	ACH000829	BATTERIES PLUS BULBS #451	\$ 157.45
09/05/25	ACH000777	BENCHMARK ENVIROANALYTICAL INC	\$ 1,273.00
10/03/25	ACH000887	BENCHMARK ENVIROANALYTICAL INC	\$ 1,449.50
10/17/25	ACH000980	BENCHMARK ENVIROANALYTICAL INC	\$ 752.50
10/31/25	ACH000996	BENCHMARK ENVIROANALYTICAL INC	\$ 895.00
09/05/25	ACH000778	BLACK & VEATCH	\$ 10,938.65
10/17/25	ACH000986	BLACK & VEATCH	\$ 8,402.00
09/19/25	40465	BOB DEAN SUPPLY INC	\$ 2,030.25
09/19/25	40468	Braden River Utilities LLC	\$ 100.38
10/31/25	40495	Braden River Utilities LLC	\$ 124.80
09/19/25	ACH000830	Briggs Equipment Inc	\$ 27.07
09/05/25	ACH000779	Brown and Caldwell	\$ 4,550.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	40452	Buffalo Graffix	\$ 591.46
10/03/25	ACH000888	CAROLLO ENGINEERS INC	\$ 14,571.51
09/05/25	ACH000780	CED - Port Charlotte	\$ 365.50
09/19/25	ACH000831	CED - Port Charlotte	\$ 1,689.74
10/17/25	ACH000949	CED - Port Charlotte	\$ 700.55
10/31/25	ACH000997	CED - Port Charlotte	\$ 3,992.85
10/17/25	ACH000988	CedarChem LLC	\$ 13,465.20
09/19/25	ACH000832	CELLHIRE USA,LLC	\$ 191.01
10/17/25	ACH000967	CELLHIRE USA,LLC	\$ 191.01
10/31/25	ACH000998	CELLHIRE USA,LLC	\$ 191.01
09/05/25	ACH000781	CENTURYLINK	\$ 483.25
09/19/25	ACH000833	CenturyLink	\$ 1,661.73
10/03/25	ACH000889	CENTURYLINK	\$ 495.90
10/17/25	ACH000978	Centurylink	\$ 395.43
10/31/25	ACH000999	CenturyLink	\$ 1,666.11
09/19/25	40459	CenturyLink Florida	\$ 7,680.38
09/05/25	ACH000782	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,585.43
10/03/25	ACH000890	CHARLOTTE COUNTY BCC - LANDFILL	\$ 6,186.17
10/17/25	ACH000974	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,571.22
10/31/25	ACH001000	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,619.47
09/05/25	ACH000783	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,611.04
09/19/25	ACH000834	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,456.06
10/03/25	ACH000891	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,550.68
09/05/25	ACH000784	Chemtrade Chemicals US LLC	\$ 119,320.50
09/19/25	ACH000835	Chemtrade Chemicals US LLC	\$ 78,304.58
10/03/25	ACH000892	Chemtrade Chemicals US LLC	\$ 89,404.75
10/17/25	ACH000962	Chemtrade Chemicals US LLC	\$ 108,249.04
10/31/25	ACH001001	Chemtrade Chemicals US LLC	\$ 48,793.79
09/19/25	ACH000836	CHENANGO SUPPLY CO., INC.	\$ 166.56
10/17/25	ACH000976	CHENANGO SUPPLY CO., INC.	\$ 863.48
10/03/25	ACH000893	CINTAS	\$ 1,097.14
10/17/25	ACH000984	CINTAS	\$ 439.00
10/03/25	ACH000894	CINTAS FIRE 636525	\$ 1,845.24
10/17/25	ACH000947	CINTAS FIRE 636525	\$ 242.74
10/31/25	ACH001002	CINTAS FIRE 636525	\$ 1,979.00
09/19/25	ACH000837	COLE-PARMER INSTRUMENT CO	\$ 93.51
10/03/25	ACH000895	COLE-PARMER INSTRUMENT CO	\$ 679.34
10/31/25	ACH001003	COLE-PARMER INSTRUMENT CO	\$ 216.60
10/17/25	ACH000943	CORONADO LAWN SERVICE OF FL	\$ 19,726.00
10/17/25	ACH000961	Creel Tractor Company	\$ 200.02
10/31/25	ACH001004	Culligan Water Conditioning	\$ 309.00
10/31/25	ACH001005	Cummins Power South	\$ 1,784.38
10/03/25	40471	D M CONSTRUCTION CORP	\$ 14,124.80
10/17/25	40483	D M CONSTRUCTION CORP	\$ 17,424.90
09/19/25	40460	DESOTO CO CHAMBER OF COMMERCE	\$ 450.00
09/05/25	ACH000785	DeSoto County	\$ 66,333.33
10/03/25	ACH000896	DeSoto County	\$ 78,125.00
10/31/25	ACH001006	DESOTO COUNTY BOCC	\$ 3,233.36
09/05/25	ACH000786	DMS-FINANCIAL MGMT SERVICES	\$ 1,351.01

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/03/25	ACH000897	DMS-FINANCIAL MGMT SERVICES	\$ 457.32
10/31/25	ACH001007	DMS-FINANCIAL MGMT SERVICES	\$ 462.68
09/05/25	ACH000787	DONALDSON COMPANY INC	\$ 2,043.73
09/19/25	ACH000838	EARTH BALANCE	\$ 944.08
10/03/25	ACH000898	EARTH BALANCE	\$ 44,994.00
10/17/25	ACH000932	EARTH BALANCE	\$ 64,384.05
10/31/25	ACH001008	EARTH BALANCE	\$ 4,019.50
09/05/25	ACH000788	Electrical & Mechanical Maintenance, INC	\$ 4,212.00
09/19/25	ACH000839	ENDRESS+HAUSER, INC.	\$ 4,039.30
09/19/25	ACH000840	Entech	\$ 11,017.30
10/31/25	ACH001009	Entech	\$ 7,065.39
09/05/25	ACH000789	Environmental Science Associates	\$ 31,803.00
10/03/25	ACH000899	Environmental Science Associates	\$ 37,148.00
10/31/25	ACH001010	Environmental Science Associates	\$ 34,670.50
09/19/25	40463	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
10/31/25	40497	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
10/17/25	40484	FDOT	\$ 6.45
09/05/25	ACH000790	FEDERAL EXPRESS	\$ 472.08
10/03/25	ACH000900	FEDERAL EXPRESS	\$ 58.42
10/31/25	ACH001011	FEDERAL EXPRESS	\$ 53.42
09/05/25	ACH000791	Fisher Scientific	\$ 2,849.91
09/19/25	ACH000841	Fisher Scientific	\$ 2,370.14
10/17/25	ACH000936	Fisher Scientific	\$ 3,875.13
10/31/25	ACH001012	Fisher Scientific	\$ 1,314.20
09/05/25	ACH000792	FitchRatings Inc	\$ 97,000.00
10/03/25	40472	FLORIDA DEPARTMENT OF STATE	\$ 8.40
09/05/25	40453	FLORIDA POWER & LIGHT COMPANY	\$ 165,449.63
10/03/25	40473	FLORIDA POWER & LIGHT COMPANY	\$ 144,650.68
10/31/25	40502	FLORIDA POWER & LIGHT COMPANY	\$ 180,895.71
10/27/25	40504	Florida Tent of SW Florida, Inc	\$ 9,016.52
10/17/25	ACH000946	FLUID CONTROL SPECIALTIES INC	\$ 2,857.36
10/31/25	ACH001013	FLUID CONTROL SPECIALTIES INC	\$ 4,965.71
09/19/25	ACH000842	FORTILINE INC.	\$ 792.10
09/19/25	ACH000843	Fortiline Waterworks	\$ 29,020.68
09/05/25	ACH000793	FRONTIER	\$ 297.98
10/17/25	ACH000931	FRONTIER	\$ 297.98
09/19/25	ACH000844	FRONTIER COMMUNICATIONS-305	\$ 260.98
10/17/25	ACH000975	FRONTIER COMMUNICATIONS-305	\$ 260.98
09/05/25	ACH000794	GARNEY COMPANIES	\$ 194,315.21
10/03/25	ACH000901	GARNEY COMPANIES	\$ 48,705.00
10/17/25	ACH000964	GARNEY COMPANIES	\$ 149,007.77
10/03/25	ACH000902	George Pennell	\$ 50.00
09/05/25	ACH000795	GRAINGER	\$ 904.34
09/19/25	ACH000845	GRAINGER	\$ 4,740.50
10/03/25	ACH000903	GRAINGER	\$ 1,050.30
10/17/25	ACH000945	GRAINGER	\$ 7,788.90
10/31/25	ACH001014	GRAINGER	\$ 4,138.25
10/17/25	ACH000989	Graphic Products, Inc.	\$ 4,936.63
09/05/25	ACH000796	H2 ENVIRO SOLUTIONS LLC	\$ 2,861.63

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/19/25	ACH000846	H2 ENVIRO SOLUTIONS LLC	\$ 6,033.40
10/03/25	ACH000904	H2 ENVIRO SOLUTIONS LLC	\$ 1,391.08
10/17/25	ACH000952	H2 ENVIRO SOLUTIONS LLC	\$ 9,707.43
10/31/25	ACH001015	H2 ENVIRO SOLUTIONS LLC	\$ 4,875.00
09/05/25	ACH000797	Hach Company	\$ 1,890.00
09/19/25	ACH000847	Hach Company	\$ 1,325.10
10/03/25	ACH000905	Hach Company	\$ 4,564.00
10/17/25	ACH000938	Hach Company	\$ 421.08
10/31/25	ACH001016	Hach Company	\$ 192.00
09/05/25	ACH000798	Harrington Industrial Plastics, LLC	\$ 1,339.22
09/19/25	ACH000848	HDR ENGINEERING INC	\$ 1,428.50
10/31/25	ACH001017	HDR ENGINEERING INC	\$ 2,628.75
10/17/25	40485	Heartcare Consultants LLC	\$ 25,000.00
09/19/25	40461	Hershman Plumbing Inc	\$ 720.00
09/19/25	40470	HOME DEPOT CREDIT SERVICE	\$ 908.61
10/17/25	40486	HOME DEPOT CREDIT SERVICE	\$ 183.18
09/19/25	ACH000849	Hostetler Irrigation Inc	\$ 224.92
10/03/25	ACH000906	Hostetler Irrigation Inc	\$ 285.73
09/19/25	ACH000850	Hudson Pump	\$ 6,526.14
09/19/25	ACH000851	HVMI LLC	\$ 44,190.87
10/17/25	ACH000966	HVMI LLC	\$ 41,871.27
10/17/25	ACH000939	IDEXX DISTRIBUTION INC	\$ 337.78
09/05/25	ACH000799	INSTRUMART LLC	\$ 774.17
10/17/25	ACH000956	INSTRUMART LLC	\$ 3,956.00
09/05/25	ACH000800	J.G. British Imports, Inc	\$ 119.00
09/05/25	ACH000801	Jacobi Carbons Inc	\$ 132,406.40
09/19/25	ACH000852	Jacobi Carbons Inc	\$ 273,350.40
10/03/25	ACH000907	Jacobi Carbons Inc	\$ 131,523.20
10/17/25	ACH000937	Jacobi Carbons Inc	\$ 136,270.40
10/31/25	ACH001018	Jacobi Carbons Inc	\$ 68,448.00
09/05/25	ACH000802	Johnson Controls Security Solutions LLC	\$ 513.05
10/31/25	ACH001019	Johnson Controls Security Solutions LLC	\$ 1,654.57
09/05/25	ACH000803	JOHNSON ENGINEERING INC	\$ 5,270.00
09/19/25	ACH000853	JOHNSON ENGINEERING INC	\$ 35,644.25
10/31/25	ACH001020	JOHNSON ENGINEERING INC	\$ 2,481.25
10/03/25	40474	KED GROUP INC	\$ 16,456.00
10/17/25	40487	KED GROUP INC	\$ 15,548.00
09/05/25	ACH000804	Kevin Jackson	\$ 912.09
10/03/25	ACH000908	Kevin Jackson	\$ 1,505.55
10/31/25	ACH001021	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,571.28
09/19/25	ACH000854	Locher Environmental LLC	\$ 70,851.00
09/05/25	40457	Manatee County Utilities Department	\$ 432.09
10/03/25	40475	Manatee County Utilities Department	\$ 348.92
09/19/25	ACH000855	MANSON BOLVES DONALDSON TANNER	\$ 20,699.09
10/31/25	ACH001022	MANSON BOLVES DONALDSON TANNER	\$ 27,485.00
09/19/25	ACH000856	Matt's Lawn Service	\$ 775.00
10/31/25	ACH001023	Matt's Lawn Service	\$ 775.00
10/31/25	40496	MAVIS DISCOUNT TIRE	\$ 2,377.18
10/17/25	ACH000983	McKim and Creed INC	\$ 131,274.78

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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	ACH000805	MCMASTER-CARR SUPPLY CO	\$ 3,139.28
10/17/25	ACH000959	MCMASTER-CARR SUPPLY CO	\$ 150.40
09/19/25	ACH000857	Miller Electric Company	\$ 39,800.00
10/31/25	ACH001024	MKI Services, Inc.	\$ 411.76
09/05/25	ACH000806	NABORS GIBLIN & NICKERSON PA	\$ 289,750.00
10/03/25	ACH000909	National MRO	\$ 251.00
09/05/25	ACH000807	Natural Resources LLC	\$ 1,959.28
10/03/25	ACH000910	Natural Resources LLC	\$ 3,637.91
10/31/25	ACH001025	Natural Resources LLC	\$ 7,414.49
10/03/25	40476	NaturZone Pest Control	\$ 87.79
10/17/25	40488	NaturZone Pest Control	\$ 150.79
09/19/25	ACH000858	NAVITAS CREDIT CORP	\$ 211.58
10/17/25	ACH000942	NAVITAS CREDIT CORP	\$ 211.58
10/31/25	ACH001026	OneDigital Investment Advisors LLC	\$ 4,500.00
09/05/25	ACH000808	PALM PRINTING	\$ 50.00
09/19/25	ACH000859	PALM PRINTING	\$ 245.00
10/17/25	ACH000934	PALM PRINTING	\$ 230.00
09/19/25	ACH000860	PHENOVA INC	\$ 139.69
09/19/25	ACH000861	Pitney Bowes Global Financial Services	\$ 188.97
10/17/25	40489	PNC Bank	\$ 1,310.68
10/17/25	40490	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,720.75
09/19/25	ACH000862	PRO-CHEM INC	\$ 649.85
10/17/25	ACH000960	PRO-CHEM INC	\$ 1,244.95
10/03/25	40477	Project Combo Inc.	\$ 5,390.00
10/03/25	ACH000911	Razorback LLC	\$ 45,640.35
10/17/25	ACH000972	Reardon Family Enterprises	\$ 1,979.43
09/19/25	ACH000864	RESPEC Company LLC	\$ 455.00
10/03/25	ACH000912	RESPEC Company LLC	\$ 18,714.90
10/31/25	ACH001028	RESPEC Company LLC	\$ 29,873.80
09/05/25	ACH000809	REXEL USA Inc	\$ 4,412.61
10/17/25	ACH000957	REXEL USA Inc	\$ 11,556.79
10/31/25	ACH001029	REXEL USA Inc	\$ 5,004.90
10/17/25	ACH000970	RING POWER CORPORATION	\$ 10,748.77
10/17/25	ACH000973	Risk Management Associates Inc	\$ 171,041.43
09/05/25	ACH000810	Rite Technology	\$ 2,081.19
10/03/25	ACH000913	Rite Technology	\$ 2,081.19
10/31/25	ACH001030	Rite Technology	\$ 2,081.19
10/03/25	ACH000914	ROGERS PETROLEUM INC	\$ 11,297.93
10/17/25	ACH000990	ROGERS PETROLEUM INC	\$ 1,690.62
09/05/25	ACH000811	RS Americas Inc	\$ 2,927.96
09/19/25	ACH000865	RS Americas Inc	\$ 7,483.98
10/03/25	ACH000915	RS Americas Inc	\$ 5,661.55
10/17/25	ACH000958	RS Americas Inc	\$ 3,358.01
10/31/25	ACH001031	RS Americas Inc	\$ 62.66
10/03/25	ACH000916	S&C Electric Company	\$ 8,434.55
09/05/25	40458	SALOMONE LAW GROUP	\$ 184.62
09/19/25	40466	SALOMONE LAW GROUP	\$ 184.62
10/03/25	40478	SALOMONE LAW GROUP	\$ 184.62
10/17/25	40491	SALOMONE LAW GROUP	\$ 184.62



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10/31/25	40503	SALOMONE LAW GROUP	\$ 184.62
09/19/25	40469	SAM'S CLUB/SYNCHRONY BANK	\$ 141.98
10/17/25	40492	SAM'S CLUB/SYNCHRONY BANK	\$ 487.70
09/05/25	ACH000812	SANDERS LABORATORIES	\$ 2,490.00
10/03/25	ACH000917	SANDERS LABORATORIES	\$ 2,693.00
10/17/25	ACH000933	SANDERS LABORATORIES	\$ 2,739.00
10/31/25	ACH001032	SANDERS LABORATORIES	\$ 2,777.00
10/31/25	ACH001033	SD Myers LLC	\$ 4,192.00
10/17/25	ACH000971	SHALINA ODEGARD	\$ 165.00
10/31/25	ACH001034	Shimadzu Scientific Instruments	\$ 7,141.68
10/03/25	40479	SMITH RANCH & GARDEN INC	\$ 857.50
09/05/25	40456	SOLINST CANADA LTD	\$ 8,193.46
09/19/25	ACH000866	SOUTHERN TANK AND PUMP	\$ 4,049.90
09/19/25	ACH000867	SOUTHWEST MOBILE MECHANIC	\$ 18,527.00
10/17/25	ACH000948	SOUTHWEST MOBILE MECHANIC	\$ 5,835.00
10/17/25	40493	SPECIALTY PARTS	\$ 48.76
09/05/25	ACH000813	STANTEC CONSULTING SERVICES	\$ 5,500.99
09/19/25	ACH000868	STANTEC CONSULTING SERVICES	\$ 3,394.84
10/03/25	ACH000918	STANTEC CONSULTING SERVICES	\$ 16,366.50
10/17/25	ACH000963	STANTEC CONSULTING SERVICES	\$ 17,025.94
10/31/25	ACH001035	STANTEC CONSULTING SERVICES	\$ 6,803.40
09/05/25	ACH000814	Storm Roofing and Repair	\$ 1,258.00
10/03/25	ACH000919	Sumner Land Management LLC	\$ 9,680.10
09/19/25	40462	SUN NEWSPAPER	\$ 240.24
09/05/25	ACH000815	SUNSHINE ACE HARDWARE	\$ 341.18
09/19/25	ACH000869	SUNSHINE ACE HARDWARE	\$ 68.96
10/03/25	ACH000920	SUNSHINE ACE HARDWARE	\$ 125.88
10/17/25	ACH000950	SUNSHINE ACE HARDWARE	\$ 79.94
10/31/25	ACH001036	SUNSHINE ACE HARDWARE	\$ 29.98
10/17/25	ACH000929	SUTTER ROOFING COMPANY OF FLORIDA	\$ 1,662.20
10/31/25	ACH001037	SUTTER ROOFING COMPANY OF FLORIDA	\$ 15,880.00
10/03/25	ACH000922	SYLOGISTMISSION, INC.	\$ 1,657.50
10/31/25	ACH001038	SYLOGISTMISSION, INC.	\$ 191.25
09/05/25	ACH000816	Tanner Industries, Inc	\$ 5,669.45
10/17/25	ACH000940	Tanner Industries, Inc	\$ 5,685.04
10/31/25	ACH001039	Tanner Industries, Inc	\$ 11,297.01
10/03/25	ACH000923	THATCHER CHEMICAL OF FLORIDA	\$ 100,046.33
09/05/25	ACH000817	THE BANK OF NEW YORK MELLON	\$ 1,500.00
10/03/25	ACH000924	THE BANK OF NEW YORK MELLON	\$ 1,400.00
10/17/25	ACH000981	THE BANK OF NEW YORK MELLON	\$ 1,900.00
09/19/25	ACH000870	The Markay Consulting Group LLC	\$ 2,025.00
09/19/25	ACH000871	TOI TOI USA	\$ 433.48
10/17/25	ACH000965	TOI TOI USA	\$ 433.48
09/05/25	40454	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 99.92
10/03/25	40480	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.90
10/31/25	40500	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 75.54
10/17/25	ACH000944	TRANSCAT INC	\$ 1,532.60
10/31/25	ACH001040	TRANSCAT INC	\$ 845.17
09/19/25	ACH000872	TRINOVA INC.	\$ 5,711.02

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09/19/25	ACH000873	TRULY NOLEN BRANCH 079	\$ 850.00
10/31/25	ACH001041	TRULY NOLEN BRANCH 079	\$ 331.00
09/19/25	ACH000874	UNDERWATER ENGINEERING SERVICES INC	\$ 37,554.80
10/03/25	ACH000925	UNDERWATER ENGINEERING SERVICES INC	\$ 8,200.00
09/19/25	ACH000875	UNITED STATES GEOLOGICAL SURVEY	\$ 10,170.00
09/05/25	ACH000818	UNIVAR SOLUTIONS USA INC	\$ 31,875.94
09/19/25	ACH000876	UNIVAR SOLUTIONS USA INC	\$ 21,578.07
10/03/25	ACH000926	UNIVAR SOLUTIONS USA INC	\$ 63,507.62
10/17/25	ACH000941	UNIVAR SOLUTIONS USA INC	\$ 62,204.90
10/31/25	ACH001042	UNIVAR SOLUTIONS USA INC	\$ 64,300.58
09/05/25	ACH000819	USA Bluebook	\$ 2,488.37
09/19/25	ACH000877	USA Bluebook	\$ 1,198.20
10/03/25	ACH000927	USA Bluebook	\$ 4,972.45
10/17/25	ACH000953	USA Bluebook	\$ 322.80
10/31/25	ACH001043	USA Bluebook	\$ 147.25
09/19/25	ACH000878	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/17/25	ACH000985	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
09/19/25	40467	VERIZON WIRELESS	\$ 209.08
10/17/25	40494	VERIZON WIRELESS	\$ 203.14
09/05/25	ACH000820	VOYAGER FLEET SYSTEMS INC	\$ 4,800.28
10/17/25	ACH000987	VOYAGER FLEET SYSTEMS INC	\$ 4,523.86
10/17/25	ACH000968	Wade Trim INC	\$ 41,337.60
09/05/25	ACH000821	WALES SCIENTIFIC SOLUTIONS, LLC	\$ 2,900.00
09/05/25	40455	Waste Pro Bradenton/Sarasota	\$ 195.00
10/03/25	40481	Waste Pro Bradenton/Sarasota	\$ 190.00
10/31/25	40499	Waste Pro Bradenton/Sarasota	\$ 190.00
10/03/25	40482	Water Boy, Inc	\$ 29.65
10/31/25	40498	Water Boy, Inc	\$ 6.00
09/19/25	ACH000879	WOMACK SANITATION INC	\$ 453.00
10/17/25	ACH000955	WOMACK SANITATION INC	\$ 900.00
09/19/25	ACH000880	YSI Inc	\$ 3,351.65
10/03/25	ACH000928	YSI Inc	\$ 839.09
<b>Total</b>			<b>\$ 5,556,287.42</b>

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**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

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09/05/25	ACH000806	NABORS GIBLIN & NICKERSON PA	\$ 289,750.00
09/19/25	ACH000852	Jacobi Carbons Inc	\$ 273,350.40
09/05/25	ACH000794	GARNEY COMPANIES	\$ 194,315.21
10/31/25	40502	FLORIDA POWER & LIGHT COMPANY	\$ 180,895.71
10/17/25	ACH000973	Risk Management Associates Inc	\$ 171,041.43
09/05/25	40453	FLORIDA POWER & LIGHT COMPANY	\$ 165,449.63
10/17/25	ACH000964	GARNEY COMPANIES	\$ 149,007.77
10/03/25	40473	FLORIDA POWER & LIGHT COMPANY	\$ 144,650.68
10/17/25	ACH000937	Jacobi Carbons Inc	\$ 136,270.40
10/17/25	ACH000979	A C Schultes of Florida Inc	\$ 134,811.10
09/05/25	ACH000801	Jacobi Carbons Inc	\$ 132,406.40
10/03/25	ACH000907	Jacobi Carbons Inc	\$ 131,523.20
10/17/25	ACH000983	McKim and Creed INC	\$ 131,274.78
09/05/25	ACH000784	Chemtrade Chemicals US LLC	\$ 119,320.50
09/05/25	ACH000783	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,611.04
10/03/25	ACH000891	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 113,550.68
09/19/25	ACH000834	CHARLOTTE COUNTY BD OF COMMISSIONER	\$ 109,456.06
10/17/25	ACH000962	Chemtrade Chemicals US LLC	\$ 108,249.04
10/03/25	ACH000923	THATCHER CHEMICAL OF FLORIDA	\$ 100,046.33
10/17/25	ACH000935	ALLIED UNIVERSAL CORP	\$ 99,093.72
09/05/25	ACH000792	FitchRatings Inc	\$ 97,000.00
09/05/25	ACH000772	ALLIED UNIVERSAL CORP	\$ 90,341.04
10/03/25	ACH000892	Chemtrade Chemicals US LLC	\$ 89,404.75
09/19/25	ACH000835	Chemtrade Chemicals US LLC	\$ 78,304.58
10/03/25	ACH000896	DeSoto County	\$ 78,125.00
09/19/25	ACH000854	Locher Environmental LLC	\$ 70,851.00
10/31/25	ACH001018	Jacobi Carbons Inc	\$ 68,448.00
09/05/25	ACH000785	DeSoto County	\$ 66,333.33
10/17/25	ACH000932	EARTH BALANCE	\$ 64,384.05
10/31/25	ACH001042	UNIVAR SOLUTIONS USA INC	\$ 64,300.58
10/03/25	ACH000926	UNIVAR SOLUTIONS USA INC	\$ 63,507.62
10/17/25	ACH000941	UNIVAR SOLUTIONS USA INC	\$ 62,204.90
10/31/25	ACH001001	Chemtrade Chemicals US LLC	\$ 48,793.79
10/03/25	ACH000901	GARNEY COMPANIES	\$ 48,705.00
10/03/25	ACH000911	Razorback LLC	\$ 45,640.35
10/03/25	ACH000898	EARTH BALANCE	\$ 44,994.00
09/19/25	ACH000851	HVMI LLC	\$ 44,190.87
10/17/25	ACH000966	HVMI LLC	\$ 41,871.27
10/17/25	ACH000968	Wade Trim INC	\$ 41,337.60
09/19/25	ACH000857	Miller Electric Company	\$ 39,800.00
09/19/25	ACH000874	UNDERWATER ENGINEERING SERVICES INC	\$ 37,554.80
10/03/25	ACH000899	Environmental Science Associates	\$ 37,148.00
09/19/25	ACH000853	JOHNSON ENGINEERING INC	\$ 35,644.25
10/31/25	ACH001010	Environmental Science Associates	\$ 34,670.50
10/03/25	ACH000882	ALLIED UNIVERSAL CORP	\$ 32,759.00
09/19/25	ACH000824	ALLIED UNIVERSAL CORP	\$ 32,649.12
09/05/25	ACH000818	UNIVAR SOLUTIONS USA INC	\$ 31,875.94
09/05/25	ACH000789	Environmental Science Associates	\$ 31,803.00
10/31/25	ACH001028	RESPEC Company LLC	\$ 29,873.80

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/19/25	ACH000843	Fortiline Waterworks	\$ 29,020.68
09/05/25	ACH000775	Ardurra Group	\$ 28,433.41
10/31/25	ACH001022	MANSON BOLVES DONALDSON TANNER	\$ 27,485.00
10/17/25	40485	Heartcare Consultants LLC	\$ 25,000.00
09/19/25	ACH000876	UNIVAR SOLUTIONS USA INC	\$ 21,578.07
09/19/25	ACH000855	MANSON BOLVES DONALDSON TANNER	\$ 20,699.09
10/17/25	ACH000943	CORONADO LAWN SERVICE OF FL	\$ 19,726.00
10/17/25	40490	PREFERRED GOVERNMENT INSURANCE TRUS	\$ 19,720.75
10/03/25	ACH000912	RESPEC Company LLC	\$ 18,714.90
09/19/25	ACH000867	SOUTHWEST MOBILE MECHANIC	\$ 18,527.00
10/17/25	40483	D M CONSTRUCTION CORP	\$ 17,424.90
10/03/25	ACH000885	Ardurra Group	\$ 17,110.54
10/17/25	ACH000963	STANTEC CONSULTING SERVICES	\$ 17,025.94
10/31/25	ACH000992	ALLIED UNIVERSAL CORP	\$ 16,700.12
10/03/25	40474	KED GROUP INC	\$ 16,456.00
10/03/25	ACH000918	STANTEC CONSULTING SERVICES	\$ 16,366.50
10/31/25	ACH001037	SUTTER ROOFING COMPANY OF FLORIDA	\$ 15,880.00
10/17/25	40487	KED GROUP INC	\$ 15,548.00
10/03/25	ACH000888	CAROLLO ENGINEERS INC	\$ 14,571.51
10/03/25	40471	D M CONSTRUCTION CORP	\$ 14,124.80
10/17/25	ACH000988	CedarChem LLC	\$ 13,465.20
10/17/25	ACH000954	AIR CENTERS-FLORIDA	\$ 12,674.16
10/17/25	ACH000957	REXEL USA Inc	\$ 11,556.79
10/03/25	ACH000914	ROGERS PETROLEUM INC	\$ 11,297.93
10/31/25	ACH001039	Tanner Industries, Inc	\$ 11,297.01
09/19/25	ACH000840	Entech	\$ 11,017.30
09/05/25	ACH000778	BLACK & VEATCH	\$ 10,938.65
10/17/25	ACH000970	RING POWER CORPORATION	\$ 10,748.77
09/19/25	ACH000875	UNITED STATES GEOLOGICAL SURVEY	\$ 10,170.00
10/17/25	ACH000952	H2 ENVIRO SOLUTIONS LLC	\$ 9,707.43
10/03/25	ACH000919	Sumner Land Management LLC	\$ 9,680.10
10/31/25	ACH001021	KIMLEY-HORN AND ASSOCIATES INC	\$ 9,571.28
10/27/25	40504	Florida Tent of SW Florida, Inc	\$ 9,016.52
10/03/25	ACH000916	S&C Electric Company	\$ 8,434.55
10/17/25	ACH000986	BLACK & VEATCH	\$ 8,402.00
10/03/25	ACH000925	UNDERWATER ENGINEERING SERVICES INC	\$ 8,200.00
09/05/25	40456	SOLINST CANADA LTD	\$ 8,193.46
10/17/25	ACH000977	Accurate Heating & Cooling, Inc.	\$ 7,954.00
10/17/25	ACH000945	GRAINGER	\$ 7,788.90
09/19/25	40459	CenturyLink Florida	\$ 7,680.38
10/31/25	ACH000995	Ardurra Group	\$ 7,629.02
09/19/25	ACH000865	RS Americas Inc	\$ 7,483.98
10/31/25	ACH001025	Natural Resources LLC	\$ 7,414.49
10/31/25	ACH001034	Shimadzu Scientific Instruments	\$ 7,141.68
10/31/25	ACH001009	Entech	\$ 7,065.39
10/31/25	ACH001035	STANTEC CONSULTING SERVICES	\$ 6,803.40
09/19/25	ACH000850	Hudson Pump	\$ 6,526.14
10/03/25	ACH000890	CHARLOTTE COUNTY BCC - LANDFILL	\$ 6,186.17
09/19/25	ACH000846	H2 ENVIRO SOLUTIONS LLC	\$ 6,033.40

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	ACH000948	SOUTHWEST MOBILE MECHANIC	\$ 5,835.00
09/05/25	ACH000769	AIR CENTERS-FLORIDA	\$ 5,719.63
09/19/25	ACH000872	TRINOVA INC.	\$ 5,711.02
10/17/25	ACH000940	Tanner Industries, Inc	\$ 5,685.04
09/05/25	ACH000816	Tanner Industries, Inc	\$ 5,669.45
10/03/25	ACH000915	RS Americas Inc	\$ 5,661.55
09/05/25	ACH000782	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,585.43
10/17/25	ACH000974	CHARLOTTE COUNTY BCC - LANDFILL	\$ 5,571.22
09/05/25	ACH000813	STANTEC CONSULTING SERVICES	\$ 5,500.99
10/03/25	40477	Project Combo Inc.	\$ 5,390.00
09/05/25	ACH000803	JOHNSON ENGINEERING INC	\$ 5,270.00
09/19/25	ACH000823	Air Mechanical & Service Corp	\$ 5,109.79
10/31/25	ACH001029	REXEL USA Inc	\$ 5,004.90
10/03/25	ACH000927	USA Bluebook	\$ 4,972.45
10/31/25	ACH001013	FLUID CONTROL SPECIALTIES INC	\$ 4,965.71
10/17/25	ACH000989	Graphic Products, Inc.	\$ 4,936.63
10/31/25	ACH001015	H2 ENVIRO SOLUTIONS LLC	\$ 4,875.00
09/05/25	ACH000820	VOYAGER FLEET SYSTEMS INC	\$ 4,800.28
09/19/25	ACH000845	GRAINGER	\$ 4,740.50
10/03/25	ACH000905	Hach Company	\$ 4,564.00
09/05/25	ACH000779	Brown and Caldwell	\$ 4,550.00
10/17/25	ACH000987	VOYAGER FLEET SYSTEMS INC	\$ 4,523.86
10/17/25	ACH000969	ADVANTAGE COMMUNICATIONS INC	\$ 4,500.00
10/31/25	ACH001026	OneDigital Investment Advisors LLC	\$ 4,500.00
09/05/25	ACH000809	REXEL USA Inc	\$ 4,412.61
09/05/25	ACH000788	Electrical & Mechanical Maintenance, INC	\$ 4,212.00
10/31/25	ACH001033	SD Myers LLC	\$ 4,192.00
10/31/25	ACH001014	GRAINGER	\$ 4,138.25
09/19/25	ACH000866	SOUTHERN TANK AND PUMP	\$ 4,049.90
09/19/25	ACH000839	ENDRESS+HAUSER, INC.	\$ 4,039.30
10/31/25	ACH001008	EARTH BALANCE	\$ 4,019.50
10/31/25	ACH000997	CED - Port Charlotte	\$ 3,992.85
10/17/25	ACH000956	INSTRUMART LLC	\$ 3,956.00
09/05/25	ACH000770	Air Mechanical & Service Corp	\$ 3,953.00
10/17/25	ACH000936	Fisher Scientific	\$ 3,875.13
10/03/25	ACH000910	Natural Resources LLC	\$ 3,637.91
10/31/25	ACH001000	CHARLOTTE COUNTY BCC - LANDFILL	\$ 3,619.47
09/19/25	ACH000868	STANTEC CONSULTING SERVICES	\$ 3,394.84
10/17/25	ACH000958	RS Americas Inc	\$ 3,358.01
09/19/25	ACH000880	YSI Inc	\$ 3,351.65
09/19/25	ACH000828	ASRUS LLC	\$ 3,340.00
10/31/25	ACH001006	DESOTO COUNTY BOCC	\$ 3,233.36
09/05/25	ACH000805	MCMASTER-CARR SUPPLY CO	\$ 3,139.28
09/05/25	ACH000811	RS Americas Inc	\$ 2,927.96
09/05/25	ACH000821	WALES SCIENTIFIC SOLUTIONS, LLC	\$ 2,900.00
09/05/25	ACH000796	H2 ENVIRO SOLUTIONS LLC	\$ 2,861.63
10/17/25	ACH000946	FLUID CONTROL SPECIALTIES INC	\$ 2,857.36
09/05/25	ACH000791	Fisher Scientific	\$ 2,849.91
10/31/25	ACH001032	SANDERS LABORATORIES	\$ 2,777.00

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**By Amount Largest to Smallest**

**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	ACH000933	SANDERS LABORATORIES	\$ 2,739.00
09/05/25	ACH000776	A-Superior Locksmith, Inc.	\$ 2,706.98
10/03/25	ACH000917	SANDERS LABORATORIES	\$ 2,693.00
10/31/25	ACH001017	HDR ENGINEERING INC	\$ 2,628.75
09/05/25	ACH000812	SANDERS LABORATORIES	\$ 2,490.00
09/05/25	ACH000819	USA Bluebook	\$ 2,488.37
10/31/25	ACH001020	JOHNSON ENGINEERING INC	\$ 2,481.25
09/19/25	ACH000878	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/17/25	ACH000985	Vanguard Cleaning Systems of SW Florida	\$ 2,400.00
10/31/25	40496	MAVIS DISCOUNT TIRE	\$ 2,377.18
09/19/25	ACH000841	Fisher Scientific	\$ 2,370.14
10/17/25	ACH000930	AMAZON Business	\$ 2,264.12
09/19/25	ACH000826	ANIXTER INC.	\$ 2,262.75
09/05/25	ACH000810	Rite Technology	\$ 2,081.19
10/03/25	ACH000913	Rite Technology	\$ 2,081.19
10/31/25	ACH001030	Rite Technology	\$ 2,081.19
09/05/25	ACH000787	DONALDSON COMPANY INC	\$ 2,043.73
09/19/25	40465	BOB DEAN SUPPLY INC	\$ 2,030.25
09/19/25	ACH000870	The Markay Consulting Group LLC	\$ 2,025.00
10/17/25	ACH000972	Reardon Family Enterprises	\$ 1,979.43
10/31/25	ACH001002	CINTAS FIRE 636525	\$ 1,979.00
09/05/25	ACH000807	Natural Resources LLC	\$ 1,959.28
09/05/25	ACH000773	AMAZON Business	\$ 1,959.04
10/17/25	ACH000981	THE BANK OF NEW YORK MELLON	\$ 1,900.00
09/05/25	ACH000797	Hach Company	\$ 1,890.00
10/03/25	ACH000894	CINTAS FIRE 636525	\$ 1,845.24
10/31/25	ACH001005	Cummins Power South	\$ 1,784.38
10/17/25	ACH000990	ROGERS PETROLEUM INC	\$ 1,690.62
09/19/25	ACH000831	CED - Port Charlotte	\$ 1,689.74
10/31/25	ACH000999	CenturyLink	\$ 1,666.11
10/17/25	ACH000929	SUTTER ROOFING COMPANY OF FLORIDA	\$ 1,662.20
09/19/25	ACH000833	CenturyLink	\$ 1,661.73
10/03/25	ACH000922	SYLOGISTMISSION, INC.	\$ 1,657.50
10/31/25	ACH001019	Johnson Controls Security Solutions LLC	\$ 1,654.57
10/17/25	ACH000944	TRANSCAT INC	\$ 1,532.60
10/03/25	ACH000908	Kevin Jackson	\$ 1,505.55
09/05/25	ACH000817	THE BANK OF NEW YORK MELLON	\$ 1,500.00
09/05/25	ACH000774	Apex Office Products Inc	\$ 1,466.00
10/03/25	ACH000887	BENCHMARK ENVIROANALYTICAL INC	\$ 1,449.50
09/19/25	ACH000848	HDR ENGINEERING INC	\$ 1,428.50
10/03/25	ACH000924	THE BANK OF NEW YORK MELLON	\$ 1,400.00
10/03/25	ACH000904	H2 ENVIRO SOLUTIONS LLC	\$ 1,391.08
09/05/25	ACH000786	DMS-FINANCIAL MGMT SERVICES	\$ 1,351.01
09/05/25	ACH000798	Harrington Industrial Plastics, LLC	\$ 1,339.22
09/19/25	ACH000847	Hach Company	\$ 1,325.10
10/31/25	ACH001012	Fisher Scientific	\$ 1,314.20
10/17/25	40489	PNC Bank	\$ 1,310.68
09/05/25	ACH000777	BENCHMARK ENVIROANALYTICAL INC	\$ 1,273.00
09/05/25	ACH000814	Storm Roofing and Repair	\$ 1,258.00

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
10/17/25	ACH000960	PRO-CHEM INC	\$ 1,244.95
09/19/25	ACH000877	USA Bluebook	\$ 1,198.20
09/05/25	ACH000771	ALFA LAVAL INC	\$ 1,112.76
10/03/25	ACH000893	CINTAS	\$ 1,097.14
10/03/25	ACH000903	GRAINGER	\$ 1,050.30
09/19/25	ACH000838	EARTH BALANCE	\$ 944.08
09/05/25	ACH000804	Kevin Jackson	\$ 912.09
09/19/25	40470	HOME DEPOT CREDIT SERVICE	\$ 908.61
09/05/25	ACH000795	GRAINGER	\$ 904.34
10/17/25	ACH000955	WOMACK SANITATION INC	\$ 900.00
10/31/25	ACH000996	BENCHMARK ENVIROANALYTICAL INC	\$ 895.00
09/19/25	ACH000827	Apex Office Products Inc	\$ 869.81
10/17/25	ACH000976	CHENANGO SUPPLY CO., INC.	\$ 863.48
10/03/25	40479	SMITH RANCH & GARDEN INC	\$ 857.50
09/19/25	ACH000873	TRULY NOLEN BRANCH 079	\$ 850.00
10/31/25	ACH001040	TRANSCAT INC	\$ 845.17
10/03/25	ACH000928	YSI Inc	\$ 839.09
09/19/25	ACH000842	FORTILINE INC.	\$ 792.10
09/19/25	40464	Access Control Systems, LLC	\$ 790.76
09/19/25	ACH000856	Matt's Lawn Service	\$ 775.00
10/31/25	ACH001023	Matt's Lawn Service	\$ 775.00
09/05/25	ACH000799	INSTRUMART LLC	\$ 774.17
10/31/25	ACH000994	Apex Office Products Inc	\$ 765.59
10/17/25	ACH000980	BENCHMARK ENVIROANALYTICAL INC	\$ 752.50
09/19/25	40461	Hershman Plumbing Inc	\$ 720.00
10/17/25	ACH000949	CED - Port Charlotte	\$ 700.55
10/31/25	ACH000991	Accurate Heating & Cooling, Inc.	\$ 680.00
10/03/25	ACH000895	COLE-PARMER INSTRUMENT CO	\$ 679.34
09/19/25	ACH000862	PRO-CHEM INC	\$ 649.85
09/05/25	40452	Buffalo Graffix	\$ 591.46
09/05/25	ACH000768	Accurate Heating & Cooling, Inc.	\$ 561.00
09/05/25	ACH000802	Johnson Controls Security Solutions LLC	\$ 513.05
10/03/25	ACH000884	Apex Office Products Inc	\$ 507.65
10/03/25	ACH000889	CENTURYLINK	\$ 495.90
10/17/25	40492	SAM'S CLUB/SYNCHRONY BANK	\$ 487.70
09/19/25	40463	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
10/31/25	40497	EUROFINS EATON ANALYTICAL, LLC	\$ 485.00
09/05/25	ACH000781	CENTURYLINK	\$ 483.25
09/05/25	ACH000790	FEDERAL EXPRESS	\$ 472.08
10/31/25	ACH001007	DMS-FINANCIAL MGMT SERVICES	\$ 462.68
10/03/25	ACH000897	DMS-FINANCIAL MGMT SERVICES	\$ 457.32
09/19/25	ACH000864	RESPEC Company LLC	\$ 455.00
09/19/25	ACH000822	AIR CENTERS-FLORIDA	\$ 454.09
09/19/25	ACH000879	WOMACK SANITATION INC	\$ 453.00
09/19/25	40460	DESOTO CO CHAMBER OF COMMERCE	\$ 450.00
10/17/25	ACH000984	CINTAS	\$ 439.00
10/17/25	ACH000951	Apex Office Products Inc	\$ 436.83
09/19/25	ACH000871	TOI TOI USA	\$ 433.48
10/17/25	ACH000965	TOI TOI USA	\$ 433.48

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

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**PUBLIC FUNDS INTEREST CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	40457	Manatee County Utilities Department	\$ 432.09
10/17/25	ACH000938	Hach Company	\$ 421.08
10/31/25	ACH001024	MKI Services, Inc.	\$ 411.76
10/03/25	ACH000881	AIRGAS USA LLC	\$ 410.39
10/17/25	ACH000982	AIRGAS USA LLC	\$ 401.99
10/17/25	ACH000978	Centurylink	\$ 395.43
09/05/25	ACH000780	CED - Port Charlotte	\$ 365.50
10/03/25	ACH000886	ATIS Elevator Inspections, LLC	\$ 350.00
10/03/25	40475	Manatee County Utilities Department	\$ 348.92
09/05/25	ACH000815	SUNSHINE ACE HARDWARE	\$ 341.18
10/17/25	ACH000939	IDEXX DISTRIBUTION INC	\$ 337.78
10/31/25	ACH001041	TRULY NOLEN BRANCH 079	\$ 331.00
10/17/25	ACH000953	USA Bluebook	\$ 322.80
10/31/25	ACH001004	Culligan Water Conditioning	\$ 309.00
09/05/25	ACH000793	FRONTIER	\$ 297.98
10/17/25	ACH000931	FRONTIER	\$ 297.98
10/03/25	ACH000906	Hostetler Irrigation Inc	\$ 285.73
09/19/25	ACH000844	FRONTIER COMMUNICATIONS-305	\$ 260.98
10/17/25	ACH000975	FRONTIER COMMUNICATIONS-305	\$ 260.98
10/03/25	ACH000909	National MRO	\$ 251.00
09/19/25	ACH000859	PALM PRINTING	\$ 245.00
10/03/25	ACH000883	AMAZON Business	\$ 243.11
10/17/25	ACH000947	CINTAS FIRE 636525	\$ 242.74
09/19/25	40462	SUN NEWSPAPER	\$ 240.24
10/31/25	ACH000993	AMAZON Business	\$ 231.41
10/17/25	ACH000934	PALM PRINTING	\$ 230.00
09/19/25	ACH000849	Hostetler Irrigation Inc	\$ 224.92
10/31/25	ACH001003	COLE-PARMER INSTRUMENT CO	\$ 216.60
09/19/25	ACH000858	NAVITAS CREDIT CORP	\$ 211.58
10/17/25	ACH000942	NAVITAS CREDIT CORP	\$ 211.58
09/19/25	40467	VERIZON WIRELESS	\$ 209.08
10/17/25	40494	VERIZON WIRELESS	\$ 203.14
10/17/25	ACH000961	Creel Tractor Company	\$ 200.02
09/05/25	40455	Waste Pro Bradenton/Sarasota	\$ 195.00
10/31/25	ACH001016	Hach Company	\$ 192.00
09/19/25	ACH000825	AMAZON Business	\$ 191.73
10/31/25	ACH001038	SYLOGISTMISSION, INC.	\$ 191.25
09/19/25	ACH000832	CELLHIRE USA,LLC	\$ 191.01
10/17/25	ACH000967	CELLHIRE USA,LLC	\$ 191.01
10/31/25	ACH000998	CELLHIRE USA,LLC	\$ 191.01
10/03/25	40481	Waste Pro Bradenton/Sarasota	\$ 190.00
10/31/25	40499	Waste Pro Bradenton/Sarasota	\$ 190.00
09/19/25	ACH000861	Pitney Bowes Global Financial Services	\$ 188.97
09/05/25	40458	SALOMONE LAW GROUP	\$ 184.62
09/19/25	40466	SALOMONE LAW GROUP	\$ 184.62
10/03/25	40478	SALOMONE LAW GROUP	\$ 184.62
10/17/25	40491	SALOMONE LAW GROUP	\$ 184.62
10/31/25	40503	SALOMONE LAW GROUP	\$ 184.62
10/17/25	40486	HOME DEPOT CREDIT SERVICE	\$ 183.18



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<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/19/25	ACH000836	CHENANGO SUPPLY CO., INC.	\$ 166.56
10/17/25	ACH000971	SHALINA ODEGARD	\$ 165.00
09/19/25	ACH000829	BATTERIES PLUS BULBS #451	\$ 157.45
10/17/25	40488	NaturZone Pest Control	\$ 150.79
10/17/25	ACH000959	MCMASTER-CARR SUPPLY CO	\$ 150.40
10/31/25	ACH001043	USA Bluebook	\$ 147.25
09/19/25	40469	SAM'S CLUB/SYNCHRONY BANK	\$ 141.98
09/19/25	ACH000860	PHENOVA INC	\$ 139.69
10/03/25	40480	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 125.90
10/03/25	ACH000920	SUNSHINE ACE HARDWARE	\$ 125.88
10/31/25	40495	Braden River Utilities LLC	\$ 124.80
09/05/25	ACH000800	J.G. British Imports, Inc	\$ 119.00
09/19/25	40468	Braden River Utilities LLC	\$ 100.38
09/05/25	40454	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 99.92
09/19/25	ACH000837	COLE-PARMER INSTRUMENT CO	\$ 93.51
10/31/25	40501	AWWA	\$ 90.00
10/03/25	40476	NaturZone Pest Control	\$ 87.79
10/17/25	ACH000950	SUNSHINE ACE HARDWARE	\$ 79.94
10/31/25	40500	TRACTOR SUPPLY COMPANY CREDIT PLAN	\$ 75.54
09/19/25	ACH000869	SUNSHINE ACE HARDWARE	\$ 68.96
10/31/25	ACH001031	RS Americas Inc	\$ 62.66
10/03/25	ACH000900	FEDERAL EXPRESS	\$ 58.42
10/31/25	ACH001011	FEDERAL EXPRESS	\$ 53.42
10/03/25	ACH000902	George Pennell	\$ 50.00
09/05/25	ACH000808	PALM PRINTING	\$ 50.00
10/17/25	40493	SPECIALTY PARTS	\$ 48.76
10/31/25	ACH001036	SUNSHINE ACE HARDWARE	\$ 29.98
10/03/25	40482	Water Boy, Inc	\$ 29.65
09/19/25	ACH000830	Briggs Equipment Inc	\$ 27.07
10/03/25	40472	FLORIDA DEPARTMENT OF STATE	\$ 8.40
10/17/25	40484	FDOT	\$ 6.45
10/31/25	40498	Water Boy, Inc	\$ 6.00
<b>Total</b>			<b>\$ 5,556,287.42</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: SEPTEMBER & OCTOBER 2025**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/04/25	2845	Fish & Wildlife Foundation of Florida, Inc.	\$ 42,093.00
09/05/25	2844	Woodruff & Sons, Inc.	\$ 1,627,631.70
09/05/25	EFT000089	HDR ENGINEERING INC	\$ 223,777.48
09/05/25	EFT000090	American SpiralWeld Pipe Company LLC	\$ 282,371.48
09/05/25	EFT000091	AECOM TECHNICAL SERVICES INC	\$ 25,758.50
09/05/25	EFT000092	Brown and Caldwell	\$ 36,146.50
09/17/25	2847	Sarasota County	\$ 100,000.00
09/19/25	2846	Woodruff & Sons, Inc.	\$ 259,981.84
09/19/25	EFT000093	FEL-FT.MYERS WATERWORKS #127	\$ 135,143.00
09/19/25	EFT000094	Manson Bolves Donaldson Tanner PA CIP	\$ 38,651.12
09/19/25	EFT000095	Wharton-Smith, Inc.	\$ 804,359.58
09/19/25	EFT000096	GARNEY COMPANIES	\$ 407,552.23
10/01/25	2849	Charlotte County Clerk of Court	\$ 200,632.74
10/03/25	2848	Woodruff & Sons, Inc.	\$ 999,479.80
10/03/25	EFT000097	AECOM TECHNICAL SERVICES INC	\$ 13,799.00
10/03/25	EFT000098	American SpiralWeld Pipe Company LLC	\$ 278,129.96
10/03/25	EFT000099	Archer Western Construction LLC	\$ 424,152.83
10/03/25	EFT000100	BLACK & VEATCH	\$ 10,820.50
10/03/25	EFT000101	Brown and Caldwell	\$ 60,275.25
10/03/25	EFT000102	CAROLLO ENGINEERS INC	\$ 46,421.47
10/03/25	EFT000103	FEL-FT.MYERS WATERWORKS #127	\$ 4,155.00
10/17/25	2850	Woodruff & Sons, Inc.	\$ 18,657.07
10/17/25	EFT000104	AECOM TECHNICAL SERVICES INC	\$ 29,688.50
10/17/25	EFT000105	American SpiralWeld Pipe Company LLC	\$ 114,887.71
10/17/25	EFT000106	Archer Western Construction LLC	\$ 403,885.91
10/17/25	EFT000107	Brown and Caldwell	\$ 3,900.00
10/17/25	EFT000108	GARNEY COMPANIES	\$ 222,585.62
10/17/25	EFT000109	Metal Traders Inc	\$ 350,640.74
10/17/25	EFT000110	Wharton-Smith, Inc.	\$ 755,313.43
10/31/25	2851	Woodruff & Sons, Inc.	\$ 1,588,517.89
10/31/25	EFT000111	American SpiralWeld Pipe Company LLC	\$ 226,225.40
10/31/25	EFT000112	BLACK & VEATCH	\$ 20,234.50
10/31/25	EFT000113	Brown and Caldwell	\$ 35,748.07
10/31/25	EFT000114	HDR ENGINEERING INC	\$ 102,849.78
10/31/25	EFT000115	Manson Bolves Donaldson Tanner PA CIP	\$ 47,172.50
<b>Total</b>			<b>\$ 9,941,640.10</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: SEPTEMBER & OCTOBER 2025**

**Alphabetically by Vendor**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	EFT000091	AECOM TECHNICAL SERVICES INC	\$ 25,758.50
10/03/25	EFT000097	AECOM TECHNICAL SERVICES INC	\$ 13,799.00
10/17/25	EFT000104	AECOM TECHNICAL SERVICES INC	\$ 29,688.50
09/05/25	EFT000090	American SpiralWeld Pipe Company LLC	\$ 282,371.48
10/03/25	EFT000098	American SpiralWeld Pipe Company LLC	\$ 278,129.96
10/17/25	EFT000105	American SpiralWeld Pipe Company LLC	\$ 114,887.71
10/31/25	EFT000111	American SpiralWeld Pipe Company LLC	\$ 226,225.40
10/03/25	EFT000099	Archer Western Construction LLC	\$ 424,152.83
10/17/25	EFT000106	Archer Western Construction LLC	\$ 403,885.91
10/03/25	EFT000100	BLACK & VEATCH	\$ 10,820.50
10/31/25	EFT000112	BLACK & VEATCH	\$ 20,234.50
09/05/25	EFT000092	Brown and Caldwell	\$ 36,146.50
10/03/25	EFT000101	Brown and Caldwell	\$ 60,275.25
10/17/25	EFT000107	Brown and Caldwell	\$ 3,900.00
10/31/25	EFT000113	Brown and Caldwell	\$ 35,748.07
10/03/25	EFT000102	CAROLLO ENGINEERS INC	\$ 46,421.47
10/01/25	2849	Charlotte County Clerk of Court	\$ 200,632.74
09/19/25	EFT000093	FEL-FT.MYERS WATERWORKS #127	\$ 135,143.00
10/03/25	EFT000103	FEL-FT.MYERS WATERWORKS #127	\$ 4,155.00
09/04/25	2845	Fish & Wildlife Foundation of Florida, Inc.	\$ 42,093.00
09/19/25	EFT000096	GARNEY COMPANIES	\$ 407,552.23
10/17/25	EFT000108	GARNEY COMPANIES	\$ 222,585.62
09/05/25	EFT000089	HDR ENGINEERING INC	\$ 223,777.48
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09/19/25	EFT000094	Manson Bolves Donaldson Tanner PA CIP	\$ 38,651.12
10/31/25	EFT000115	Manson Bolves Donaldson Tanner PA CIP	\$ 47,172.50
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09/05/25	2844	Woodruff & Sons, Inc.	\$ 1,627,631.70
09/19/25	2846	Woodruff & Sons, Inc.	\$ 259,981.84
10/03/25	2848	Woodruff & Sons, Inc.	\$ 999,479.80
10/17/25	2850	Woodruff & Sons, Inc.	\$ 18,657.07
10/31/25	2851	Woodruff & Sons, Inc.	\$ 1,588,517.89
<b>Total</b>			<b>\$ 9,941,640.10</b>

**PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY**

**CHECK REGISTER: SEPTEMBER & OCTOBER 2025**

**By Amount Largest to Smallest**

**CONSTRUCTION CHECKING (PNC)**

<b>Date</b>	<b>Document Number</b>	<b>Payee Name / Description</b>	<b>Amount</b>
09/05/25	2844	Woodruff & Sons, Inc.	\$ 1,627,631.70
10/31/25	2851	Woodruff & Sons, Inc.	\$ 1,588,517.89
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09/05/25	EFT000089	HDR ENGINEERING INC	\$ 223,777.48
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10/31/25	EFT000115	Manson Bolves Donaldson Tanner PA CIP	\$ 47,172.50
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10/17/25	EFT000104	AECOM TECHNICAL SERVICES INC	\$ 29,688.50
09/05/25	EFT000091	AECOM TECHNICAL SERVICES INC	\$ 25,758.50
10/31/25	EFT000112	BLACK & VEATCH	\$ 20,234.50
10/17/25	2850	Woodruff & Sons, Inc.	\$ 18,657.07
10/03/25	EFT000097	AECOM TECHNICAL SERVICES INC	\$ 13,799.00
10/03/25	EFT000100	BLACK & VEATCH	\$ 10,820.50
10/03/25	EFT000103	FEL-FT.MYERS WATERWORKS #127	\$ 4,155.00
10/17/25	EFT000107	Brown and Caldwell	\$ 3,900.00
<b>Total</b>			<b>\$ 9,941,640.10</b>

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 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: December 3, 2025**

**Prepared by: Christi M. Hay, PM I – Dept. of Engineering**

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### **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 1<sup>st</sup>. The Wetland Delineations began on March 17<sup>th</sup> and continued on March 18<sup>th</sup> and again on March 28<sup>th</sup> – 30<sup>th</sup>. The first Monthly Progress Meeting was held on March 17<sup>th</sup>. Geotechnical field investigations began on March 14<sup>th</sup>, 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 14<sup>th</sup>. Wetland delineations continued April 11<sup>th</sup> – 14<sup>th</sup>; and April 20<sup>th</sup> – 22<sup>nd</sup>. Geotechnical field investigations continued throughout the month of April.
- May 2022** The Monthly Progress Meeting was held on May 10<sup>th</sup>. The Consultant held a System Conveyance Workshop on May 2<sup>nd</sup> with Operations, Engineering, and Water Resources staff. An Environmental Permitting / Mitigation Strategy meeting was held virtually on May 12<sup>th</sup>. Geotechnical field investigations continued through the month of May.
- June 2022** The Monthly Progress Meeting was held on June 9<sup>th</sup>, 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 15<sup>th</sup>, 2022. On July 25<sup>th</sup>, 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 27<sup>th</sup> to discuss the benefits of restoration efforts on Orange Hammock.

- August 2022** A 15% Design – Review Workshop was held on August 16<sup>th</sup> with Consultant and Authority Staff to go over comments from Authority staff on the conceptual design. The Monthly Progress Meeting was held on August 18<sup>th</sup> 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 31<sup>st</sup> and also provided an MS Teams presentation on the basis of the estimates on August 31<sup>st</sup>.
- September 2022** The Consultant presented an update on the PR3 Project – 15% Preliminary Design Milestone at the Professional Staff Meeting held on September 7<sup>th</sup> in Sarasota County. The Consultant provided a Communications Project Fact Sheet on the PR3 Project on September 12<sup>th</sup>. The Consultant performed additional geotechnical work, including piezometer water quality testing on the PR3 site on September 15<sup>th</sup>.
- 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 11<sup>th</sup> to discuss conceptual ERP Permitting strategy and milestones. A 15% Design Review Workshop was held at the PRF on October 18<sup>th</sup> to review comments received on the 15% Design Plans and Cost Estimate and was in conjunction with the Monthly Progress Meeting. On October 25<sup>th</sup>, 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 1<sup>st</sup>. A PR3 Cost Savings Alternative Discussion was held on November 9<sup>th</sup>. The Monthly Progress Meeting was held on November 10<sup>th</sup>. A Preliminary Design Cost Reduction Measure Memorandum was received on November 16<sup>th</sup>.
- December 2022** On December 1<sup>st</sup>, the Consultant Team held a preparation meeting for FDEP pre-application meeting held on December 6<sup>th</sup>. A Permitting Coordination Meeting was held with Authority staff and GC on December 9<sup>th</sup>. On December 12<sup>th</sup>, Authority staff met to discuss delivery methods for both the PR3 Project and the WTP Expansion Project. On December 14<sup>th</sup> – 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 12<sup>th</sup>. On January 20<sup>th</sup>, 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 15<sup>th</sup>. A meeting was



held on February 13<sup>th</sup> 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 20<sup>th</sup>. The 30% design deliverables were delivered on March 10<sup>th</sup>. A follow-up meeting on wetland mitigation and permitting updates was held on March 14<sup>th</sup>.

**April 2023**

The 30% Design Progress Update was presented to the Board at the April 5<sup>th</sup> meeting. The monthly progress meeting was held in conjunction with the SWFWMD Third-Party Review Kick-Off meeting held on April 14<sup>th</sup>. A Preapplication Meeting with the Army Corp of Engineers (ACOE) was held on April 13<sup>th</sup> to discuss Section 404 and the ERP Permitting approach.

**May 2023**

A meeting with FDEP was held on May 2<sup>nd</sup> 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 15<sup>th</sup>. The monthly progress meeting was held in conjunction with the 30% Design Review Workshops. The Reservoir Design Workshop was held on May 23<sup>rd</sup>, and the Pipeline Design Workshop was held on May 24<sup>th</sup>.

**June 2023**

A meeting was held on June 2<sup>nd</sup> to review the FDEP 404 Preapplication strategy. The monthly progress meeting was held on Thursday, June 8<sup>th</sup>. A 30% Design Review discussion was held with the SWFWMD on June 19<sup>th</sup>. A follow-up to the June 2<sup>nd</sup> FDEP permitting meeting was held on June 21<sup>st</sup>. A meeting was held with the Consultant on June 22<sup>nd</sup> to review the Demand Projections Technical Memorandum. A meeting was held on June 30<sup>th</sup> to coordinate the Design/Permitting team for the July 12<sup>th</sup> FDEP 404 Preapplication Meeting.

**July 2023**

A meeting was held on July 6<sup>th</sup> to coordinate the Team for the July 12<sup>th</sup> FDEP 404 Preapplication Meeting. A meeting with FDEP was held on July 12<sup>th</sup>. The PR3 CMAR Mandatory Pre-SOQ Meeting was held on Friday, July 14<sup>th</sup>. The Monthly Progress Meeting was held on July 18<sup>th</sup>. An ERP pre-application meeting was held with the SWFWMD on July 31<sup>st</sup>.

**August 2023**

ERP coordination meetings were held on August 3<sup>rd</sup>, 16<sup>th</sup>, and 30<sup>th</sup> for the ERP Application Submittal on September 15<sup>th</sup>. The PR3 CMAR SOQs were submitted on August 17<sup>th</sup>, 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 29<sup>th</sup> – all four firms were recommended to proceed to the Presentation.

- September 2023** ERP coordination meetings were held on September 7<sup>th</sup> and September 14<sup>th</sup>. The PR3 CMAR SOQ PSEC presentations were given on September 12<sup>th</sup>, 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 4<sup>th</sup> Board Meeting. The ERP Package was submitted to the SWFWMD on September 15<sup>th</sup> – completing the final deliverable for the Preliminary Design efforts. The Monthly Progress meeting was held on September 14<sup>th</sup>. 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 11<sup>th</sup>, the Authority and Archer Western met for a scoping meeting to discuss items that the CMAR would need to include in their 1<sup>st</sup> Early Contractor Engagement Scope of Services. On October 30<sup>th</sup>, Authority staff, consultants, and representatives from SWFWMD met to review the ERP package submitted on September 15<sup>th</sup> 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 14<sup>th</sup>, 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 27<sup>th</sup>. A PR3 CMAR Workshop with Archer Western, HDR, and Authority Staff was held on November 28<sup>th</sup>.
- December 2023** The Construction Management at Risk (CMAR) Contract for the PR3 Pumping and Conveyance Facilities was approved at the December 6<sup>th</sup>, 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 15<sup>th</sup>. A PR3 CMAR Team Leader Meeting was held on December 12<sup>th</sup>. The PR3 Pump Station Design Workshop was held on December 15<sup>th</sup>. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR and the Authority on December 15<sup>th</sup>.
- January 2024** The PR3 CMAR Team Leader Meeting was held on January 2<sup>nd</sup>. A PR3 Filling, Permitting, and Mitigation Discussion was held with the CMAR, HDR, and Authority staff on January 5<sup>th</sup>. A PR3 CMAR Team Leader Meeting was held on January 9<sup>th</sup>. A PR3 VE/Constructability Workshop was held on January 10<sup>th</sup>. A Civil/Reservoir Design Workshop Was held on January 11<sup>th</sup>. A PR3 Permitting Meeting with HDR and Black and Veatch (FDEPs Consultant for the Dam Safety Review of the ERP) was held on January 12<sup>th</sup>. A PR3 CMAR Team Leader meeting was held on

January 16<sup>th</sup>. A PR3 River Intake Design Discussion was held on January 18<sup>th</sup>. The PR3 Environmental Permitting Coordination Meeting was held with SWFWMD, HDR, and the Authority on January 22<sup>nd</sup>. A PR3 CMAR Team Leader meeting was held on January 23<sup>rd</sup>. A PR3 CMAR Scheduling Workshop was held on January 26<sup>th</sup> in conjunction with the HDR Team and Authority staff. A PR3 CMAR Team Leader meeting was held on January 30<sup>th</sup>.

#### **February 2024**

A meeting was held on February 5<sup>th</sup> 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 6<sup>th</sup> and 13<sup>th</sup>. The Monthly Progress Meeting was held on February 8<sup>th</sup>. The PR3 ERP Monthly Meeting with SWFWMD and FDEP was held on February 26<sup>th</sup>.

#### **March 2024**

A PR3 Value Engineering Workshop was held on March 5<sup>th</sup>. The Weekly CMAR Team Leadership meetings were held on March 12<sup>th</sup> and March 19<sup>th</sup>. The Monthly Progress meeting was held on March 14<sup>th</sup>. An Instrumentation and Control Workshop was held on March 14<sup>th</sup>. The 30% CMAR Cost Estimates for the PR3, PRF Expansion, and BWRO Projects were received on March 15<sup>th</sup>. The SWSEP Electrical Master Plan Meeting was held on March 19<sup>th</sup>.

#### **April 2024**

The Monthly Progress Meeting was held on April 11<sup>th</sup>. The Environmental permitting (ERP) coordination meetings with the SWFWMD included a Dam Safety Comment RAI discussion meeting on April 5<sup>th</sup>. A meeting with the DeSoto County Engineer to discuss construction options for the crossing of Kings Highway was held on April 16<sup>th</sup>. 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 3<sup>rd</sup>.

#### **May 2024**

The Monthly Progress meeting was held on May 9<sup>th</sup>. On May 3<sup>rd</sup>, 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 7<sup>th</sup> and May 13<sup>th</sup> to discuss mitigation options. The Environmental permitting (ERP) coordination meeting with the SWFWMD originally scheduled for May 27<sup>th</sup> was rescheduled to June 24<sup>th</sup>.

#### **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 meetings 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.

## **August 2025**

Weekly coordination meetings were held to review developments across Volumes 1 through 5, ensuring alignment among all project workstreams. Collaboration with HDR, Hazen & Sawyer, and the Authority included participation in the DeSoto County BOCC meeting, resulting in the approval of the PR3 Development Order. – To support project timelines, the Authority confirmed that third-party providers—coordinated through contractors and the DeSoto County Building Department—would manage building permits and inspections. HDR and Authority staff also conducted the PR3 Contractor Invitation to Bid (ITB) meeting for Volume 1 (Reservoir 3) and Volume 5 (Mitigation). – Archer Western Construction, LLC. made progress on Volume 3 (Early Works), advancing with staging and setup activities, and actively participating in RFIs and submittals. The contractor also collaborated with HDR and the Authority on the 60% design plans for Volume 3E (Electrical) GMP.

Finally, the HDR team worked with SWFWMD on mitigation data and successfully uploaded the required information into the Water Use Management Information System (WMIS).

## **September 2025**

The project team continued to hold weekly coordination meetings to manage and plan tasks related to Volumes 1 through 5 of the PR3 project. Primary focus areas included the ERP and 404 permitting, along with ongoing updates to mitigation scoring. HDR continued to collaborate with SWFWMD and other external agencies to secure the Gopher Tortoise Reservation Letter for the Authority and assist with FWC's mitigation contribution. – Archer Western Construction, LLC. (AWC) began breaking ground on the Reservoir Pump Station (Vol. 3 – Early Works), with initial work starting on RFI #3 regarding erosion and sediment control. The Authority issued the official Notice to Proceed (NTP) to AWC for the PR3 Volume 3 – Reservoir Pump Station Project (Amendment No. 2). In parallel, AWC submitted their Guaranteed Maximum Price (GMP) proposals for Volume 3E (Electrical) and Volume 4 (Conveyance Pipeline). – HDR presented a draft amendment for Construction Engineering and Inspection (CEI) services related to Work Order 4, with revisions expected ahead of the October Board meeting for approval. – Finally, Addenda I and II for volume 1 & 5, Invitation to Bid (ITB), contractor questions and formal responses, were issued to ensure clarity and transparency in the bidding process.

## **October 2025**

During October, the PR3 project advanced steadily across major work streams, supported by weekly coordination meetings that maintained alignment and schedule momentum. Notice to Proceed was issued to Archer Western on October 17 for Volumes 3E and 4. The SWFWMD Environmental Resource Permit (ERP) progressed significantly, with all technical components completed and final documents submitted on October 20–21, starting the 60-day review clock. The USACE 404 Permit remains technically ready but is pending ERP approval and delayed due to the federal government shutdown. All requirements for the Gopher Tortoise permit have been submitted through FWC's online system, and issuance is pending. The wetland mitigation plan has been finalized and submitted, confirming the need for approximately 12.84 herbaceous credits and identifying roughly six excess forested credits, with credit procurement underway. HDR also initiated the ERP modification for Volume 3E to address the generator and electrical building improvements. Procurement activities progressed for Volumes 1 and 5, with two responsive bids received by the October 22 deadline. HDR completed its

evaluation and supports awarding a contract to the lowest responsible and responsive bidder, Phillips Heavy, Inc., for construction of Reservoir No. 3, scheduled for Board consideration on December 3, 2025. Overall, the project remains on schedule with continued coordination across permitting, design, and procurement.

## **November 2025**

During early November, the PR3 team continued to advance all regulatory and coordination activities, with emphasis on resolving remaining permit items. While Archer Western continues to meet construction goals, the HDR team reported that SWFWMD issued additional ERP questions; John is scheduling a meeting to address these items, and Mike will follow up with FDEP's Tracy Woods regarding next steps. Communication with the USACE remains limited due to the federal funding lapse, though HDR continues outreach through multiple channels. The Authority also followed up with Archer Western regarding Volume 1 design changes that affected their original pricing to ensure alignment with the current scope. The FWC gopher tortoise permit has been issued, and HDR is finalizing contractor authorization and compliance requirements. Work on the Volume 3E ERP modification remains on track for a November submittal, staying ahead of the contractor's 2026 construction schedule. Additional coordination occurred during the PR3 team meeting on November 12 to consolidate SWFWMD response preparations and maintain progress on all remaining permitting elements, including ERP, 404, and PWS requirements. Overall, the project remains in active coordination with all agencies and contractors.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 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: December 3, 2025**

**Prepared by: Chris Rogers, Project Manager III**

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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 5<sup>th</sup>, 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 30<sup>th</sup>, 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 29<sup>th</sup>, restoration efforts began along the Hillsborough Blvd corridor.

Routine Status Report 4  
Regional Integrated Loop System Phase 2B Pipeline Project

- On April 6<sup>th</sup> - Materials were received onsite for the Charlotte County parallel 8-Inch pipeline and pipe installation began on April 10<sup>th</sup>, with approximately 1810 LF completed in April.
- May 2024 – As of May 31<sup>st</sup>, 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. 26<sup>th</sup>) and Milton (Oct. 9<sup>th</sup>) 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.
- July 2025 – During this period, Woodruff & Sons crew on Chancellor Blvd installed an additional 200 LF of 42-Inch steel pipe and then remobilized to Hillsborough Blvd where they installed an additional 1,100 LF of 42-Inch steel pipe west of Toledo Blade Blvd, bringing the

total to date of to 35,300 LF or 6.69 miles of 42-Inch pipe. In the same period, an additional 1200 LF of Charlotte County 8-Inch parallel water main was installed for Charlotte County for a total of 28,570 LF.

- August 2025 – On August 6, the Authority Board approved the purchase of the MIPP easements in the amount of \$100,000 and authorized the executive director to offer the appraised value for the acquisition of the Najmi easements through a court Order of Taking. At the end of August, Woodruff & Sons had installed approximately 1125 LF of 42-Inch steel pipe west of Toledo Blade Blvd. No pipe was installed on Chancellor Blvd during this period bringing the total to date of installed 42-Inch pipe to 36,425 LF or 6.90 miles. Also, an additional 220 LF of 8-Inch parallel water main was installed for Charlotte County in this period for a total to date of 28,790 LF.
- September 2025 – During this period, Woodruff & Sons installed approximately 1700 LF of 42-Inch steel pipe on Chancellor Blvd. bringing the total to date of installed 42-Inch pipe to 38,200 LF or 7.23 miles. In addition, the directional drill crew mobilized at Toledo Blvd and began reaming activities for the 1465 LF 42-Inch HDPE drill under the roadway. No 8-Inch parallel water main was installed for Charlotte County in this period.
- October 2025 – On October 1, 2025, the USACE 404 permit for Segment 3 began its 30-day Public Notice period and the Authority board approved the Najmi Easement quick take proceedings. A check in the amount of \$200,635.74 was then cut and deposited into the court registry and final mediation was scheduled by Doug Manson. Construction activity for the period includes completion of the Toledo Blade directional drill on Oct 17, 2025, and installation of an additional 2015 FL of 42-Inch steel pipe by Woodruff & Sons on Chancellor Blvd. bringing the total to date of installed 42-Inch pipe to 40,215 LF or 7.61 miles. No 8-Inch parallel water main was installed for Charlotte County.
- Through November 17, 2025, an additional 1,031 LF of 42-Inch steel pipe was installed for a total of 41,246 LF of 42-Inch steel pipe and an additional 1,363 LF of 42-Inch HDPE for a total installation of 42,609 LF or 8.07 miles.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 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: December 3, 2025**

**Prepared by: Brian P. Bates, P.E., Project Engineer III**

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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**

Garney received Substantial Completion for the project on May 28, 2025.

### **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 3<sup>rd</sup>, 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 5<sup>th</sup>, 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 4<sup>th</sup>. A second pipe crew has been mobilized to the site.
- April 2024 – Approximately 7,798 linear feet of 42" steel pipe installed. On April 4<sup>th</sup> 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 10<sup>th</sup>.
- 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 1<sup>st</sup> 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 7<sup>th</sup>. 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 3<sup>rd</sup>.

- 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. 26<sup>th</sup>) and Milton (Oct. 9<sup>th</sup>) 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.

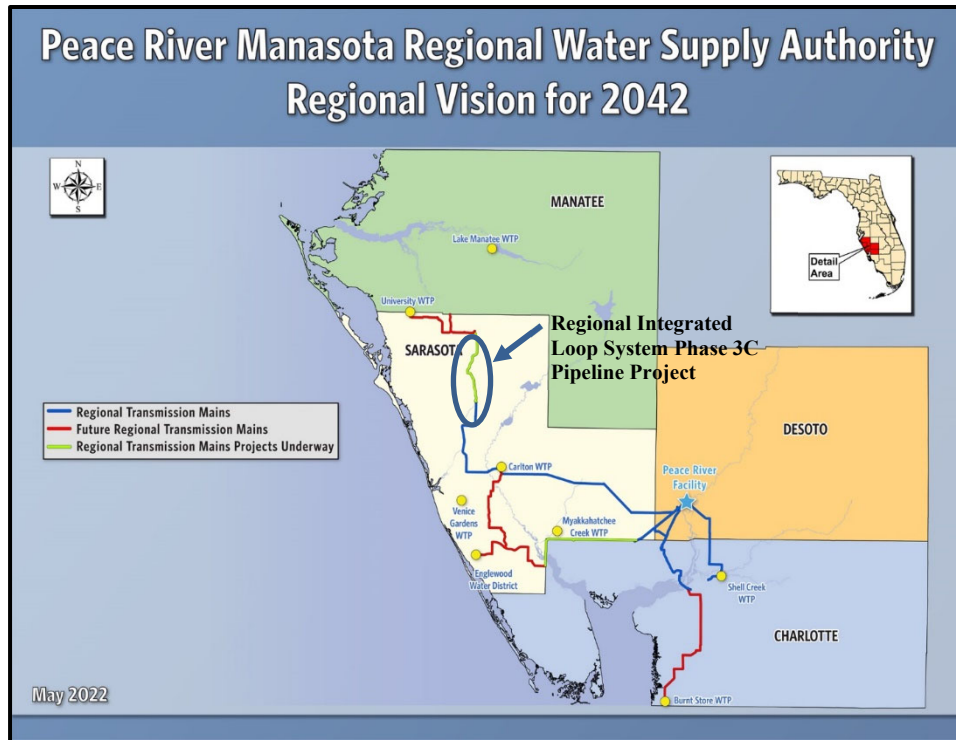
- February 27, 2025 – Meetings held for both 3C & Carlton projects. On 3C project approximately 37,393 LF of pipe installed, took delivery of aerial pipe bridge. Reviewed Carlton’s 60% plan and spec comments.
- March 13, 2025 – Discussed requirements for filling, pressure testing, flushing and disinfecting 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 4<sup>th</sup>.
- 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 8<sup>th</sup>.
- 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.
- May 28, 2025 – Garney received Substantial Completion for the pipeline 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.
- July 17, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney continues working through punch list on the 3C pipeline and closing out permits. Discussed options for piles under proposed storage tank and for new pumps at the Carlton.
- July 31, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney continues working through punch list on the 3C pipeline and closing out permits.
- August 8, 2025 – Ferguson made surprise delivery of pipe fittings to the Carlton Plant.
- August 14, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney scheduled 8/18 meeting with Sarasota County ROW inspector to close out permit. Windemuller finishing work on Palmer rectifier. Garney coordinating with Deme Construction to repair scratches Deme put in transmission main when they were working in the area.
- August 19, 2025 – Ford Ritz & Tyler Bolton met Andrew Greenbaum, Richard Bunn & Hector Gonzalez at the Carlton Plant to discuss our Pump Station Improvements project.
- August 28, 2025 – Held progress meetings for both 3C Pipeline & Carlton Booster Improvement Projects. Garney continues punch list work on the pipeline. Windemuller is waiting on FPL to install meter at the Palmer rectifier to complete work. On the Carlton Improvements project. Ardurra continues working on Environmental Permitting including DEP, 404, ERP and County Site Development. Decided to use driven piles under the new storage tank.
- September 7 & 10, 2025 – Held meetings to discuss Garney’s Carlton Booster GMP submittal.
- September 18, 2025 – Working with Garney to close unneeded POs. Proposed 3A GMP submitted.
- September 25, 2025 – 3C Rectifier at Palmer up and running, still need to do final restoration around rectifier and place sod along berm at Artistry. At 3A Ardurra coordinating with FDEP & ACOE to determine needed wetland mitigation.
- October 9, 2025 – 3C Progress meeting. Garney continues completing 3C punch list items, Ardurra wrapping up record drawings.
- October 21, 2025 – 3C-3A (Carlton) Construction Improvements project Purchase Order &

Notice to Proceed forwarded to Garney.

- October 23, 2025 – 3C & 3A Progress meeting. Ardurra working to close 3C Pipeline County & FDEP ERP permits. At 3A wetland mitigation reservation has been sent in which starts the process for obtaining ERP & ACOE permits.
- November 6, 2025 - 3C & 3A Progress meeting. 3C has minor work to perform to wrap up project & receive final completion, suspending future 3C project meetings. 3A received delivery of ODP pipe fittings.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 6**

**Peace River Facility Expansion Project**

## **Project History Briefing**

**Project:** Peace River Facility Expansion

**Date:** December 3, 2025

**Prepared by:** Brian P. Bates, P.E., Project Engineer III

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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 29<sup>th</sup>.

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.

August 15, 2024 – Workshop to discuss design approach for solids thickening and dewatering systems, chemical systems and disinfection.

August 20, 2024 – Workshop to review design approach for site civil improvements and initial permitting plan.

September 5, 2024 – To date surveyors have picked up over 7,000 points identifying existing utilities around the plant site.

September 17, 2024 – Meeting with Plant Expansion and PR3 teams to discuss Electrical Master Plan and tasks associated with each team.

September 27, 2024 – Authority and Brown and Caldwell discussing details of pre-treatment design shown in Design Criteria Report and how they differ from Hazen and Sawyer's current design.

September 30, 2024 – Working to schedule meeting with Hazen and Sawyer to discuss overall technology approach.

October 4, 2024 - All survey and Subsurface Utility Engineering (SUE) work has been completed, still have a few flags to pick up.

October 8-10, 2024 – Hurricane Milton interrupting progress.

October 24, 2024 – Gopher tortoise relocation begins.

November 5, 2024 – Seven tortoises relocated, obtaining quotes to clear property for expansion project. Scheduled Teams meeting to discuss plate settlers with a plant in North Carolina that has used JMS plate settlers for 3 years.

December 3, 2024 – DeSoto County concerned with proposed location of sodium hypochlorite building, need 100' from property line.

December 12, 2024 – Waiting for feedback from FWC on Bonneted Bat BMP's before we can begin clearing.

December 30, 2024 – Discussed HDPE filter underdrains with Jeff Phillips, Chief Operations Officer with Greenville Water (South Carolina).

January 7, 2025 - Design Build Team submitted Early ODP Summary.

February 11, 2025 – Design Build Team delivered new schedule, risk register & Draft ROM Estimate.

February 18, 2025 – Notice to Proceed with land clearing provided to Natural Resources, LLC. They have 30 days to complete clearing per the Bonneted Bat permit.

February 25, 2025 – Held weekly progress meeting. County Development Order submitted last week. Electrical ODP coordination scheduled for March 4<sup>th</sup> @ 10:00am after Expansion progress meeting.

March 13, 2025 – Contract Amendment Proposal for Wharton-Smith & Hazen and Sawyer to continue design work for the Expansion Project submitted for consideration at April 2<sup>nd</sup> Board meeting.

March 17, 2025 – Land clearing completed, silt fence installed and surveyor marked boring locations. Driggers Geotechnical scheduled to begin borings on Wednesday, March 19<sup>th</sup>.

March 19, 2025 – Intermediate Design Drawings and Report submitted to Authority for review and comment.

March 27, 2025 – Hazen submitted Medium Voltage Transformer Specifications for Authority to review. Authority comments delivered to Progressive Design Build (PDB) team April 3<sup>rd</sup>.

April 4, 2025 – Authority staff comments on Intermediate Design package delivered to PDB Team.

April 8, 2025 - Driggers Geotechnical back on-site to continue geotechnical investigation.

April 10, 2025 – PDB Team held FDEP Pre-Application meeting.

April 23, 2025 – Hazen & Sawyer (HS) staff on-site to take additional plant photos. HS subcontractors on-site identifying soft dig locations.

May 1, 2025 – Element Engineering on-site performing additional Subsurface Utility Exploration (SUE) along with Ardurra surveyors.

May 14, 2025 – Draft Contract Amendment 2 received from Wharton-Smith. Trish Howard shared Desoto County DRC comments.

June 16, 2025 – FDEP Application for Specific Permit to Construct PWS submitted.

June 16, 2025 – Received LV MCC ODP Package & Early Works Filter Structure GMP (including plans & specs) from Wharton-Smith for review.

June 19, 2025 – Ardurra & Element back onsite to perform additional potholing and soft digs.

June 27, 2025 – Design Build team reviewing Authority comments on Low Voltage MCC ODP package and Filter Structure Package GMP.

July 1, 2025 – Held meeting with Authority Staff & Garney to discuss upcoming Contract Amendment 3.

July 14, 2025 – Final GMP coordination meeting with Design Build team.

July 22, 2025 – Discuss Early works Package with Design Build team.

July 29, 2025 – Progress meeting with Design Build team, discussed coordinating with PR3 team on ODP purchasing of standby generator and switchgear equipment as this equipment is needed for start-up and testing of the Expansion project.

August 19, 2025 – Five-hour meeting reviewing Authority & Brown & Caldwell comments on 60% plans with Design Build team.

September 9, 2025 – Held Progress Meeting in the morning, in the afternoon Wharton Smith & Cogburn Electric visited the plant to scout construction trailer locations.

September 16, 2025 – Pre-Bid meeting for those invited to bid to Wharton-Smith for the Expansion project.

September 23, 2025 – Design Progress Meeting, District, FDEP, County & FWC permitting moving forward.

October 7, 2025 – Combined Early Works Preconstruction Meeting & Design Progress Meeting.

October 14, 2025 – Filter Structure Package 90% Submittal Comment Review.

October 17, 2025 – Draft Expansion GMP Proposal submitted by Wharton-Smith.

October 21, 2025 – Walked through the Expansion GMP with Wharton -Smith.

October 24, 2025 – Internal discussion with Authority Staff on GMP.

October 27, 2025 – Reviewed Authority GMP Comments with Wharton-Smith.

October 28, 2025 – Early Works Construction Progress Meeting with Wharton-Smith. Construction has begun, clearing site & preparing for surcharge effort.

November 4, 2025 – Held Design Progress Meeting w/Design Build Team. GMP proposal received from Wharton-Smith.

November 7, 2025 – Held GMP Workshop with Staff & Design Build Team, requested minor changes.

November 12, 2025 – Received revised GMP proposal from Wharton-Smith.

Peace River Facility Expansion  
December 3, 2025





***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 7**

**Regional Integrated Loop System Phase 3C Extension Routing Study**

## **ROUTINE STATUS REPORTS ITEM 7**

### **Project Status Report**

**Project:**       **Regional Integrated Loop System Phase 3C Extension Routing Study**

**Date:**           December 3, 2025

**Prepared by:** Katie Gilmore, Director of Operations

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### **Project Description**

The Phase 3C Extension Pipeline 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 an evaluation of the Phase 3C Integrated Loop Pipeline and a preliminary look at feasibility and routing for the Phase 3C Extension. An in-depth evaluation of the 3C Extension portion was not performed at that time. The current Project, performed as Work Order No. 2 to the Wade Trim agreement, will complete the required feasibility and routing analysis for this portion of the pipeline to connect to the Manatee County system. The Project 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 Project 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. This study will evaluate and develop a shortlist of feasible alignments to extend the recently constructed 3C pipeline to connect into Manatee County.

### **Current status**

Work Order No. 2, the ‘Feasibility and Routing Study for the Regional Integrated Loop Phase 3C and 3C Extension Pipeline Project’ with Wade Trim, was approved by the Authority Board of Directors on August 6, 2025, in the amount of \$225,300. Notice to Proceed was issued on August 13, 2025, with the scheduled completion of Work Order No 1. on December 11, 2025. The Project is currently on schedule and budget.

## **Project History Briefing**

**Project:** Phase 3C Extension Pipeline Feasibility and Routing Study

**Date:** December 3, 2025

**Prepared by:** Katie Gilmore, Director of Operations

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The following information summarizes the historical milestones and key events to date of the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Extension Pipeline Project.

- August 2025 Board approved Work Order No. 2 for the Feasibility and Routing Study for the Regional Integrated Loop Phase 3C Extension Pipeline Project with Wade Trim, Inc. on August 6, 2025. Completion of the Work Order is December 2025 and has a fee in the amount of \$225,300. Notice to Proceed was given on August 13, 2025 and a preliminary data request was sent to the Authority and shared with Sarasota and Manatee Counties.
- September 2025 Kick-off Meeting was held on September 3, 2025 at the Lakewood Ranch office and via MS Teams. Wade Trim and Authority staff were present or participated virtually. Meetings were held on September 16, 2025 and September 18, 2025 with Utilities staff from Sarasota and Manatee Counties, respectively. Criteria and weighting factors for non-cost route evaluation criteria were established.
- October 2025 Preliminary routes were presented. An additional Meeting with Sarasota County to discuss their current infrastructure in the area of the potential routes was held on November 3, 2025.
- November 2025 Route Evaluation Workshop was held on November 26, 2025.

***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 8**

**Partially Treated Surface Water ASR Feasibility Study**

## **Project Status Report**

**Project:** Partially Treated Surface Water ASR Project at Peace River Facility

**Date:** December 3, 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 have now been completed. Project results and recommendations were presented at the October 1, 2025 Board of Directors meeting. The project is now complete and closed.

**Project History Briefing**

**Project: Partially Treated Surface Water ASR Project at Peace River Facility**

**Date: December 3, 2025**

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The following information summarizes the historical milestones and key events to date for Work Order No. 1 - Professional Services for the Partially Treated Surface Water ASR Project.

- June 2024** Board approved Work Order No. 1 Professional Services for the Partially Treated Surface Water ASR Project for a not to exceed amount of \$995,888 on June 5, 2024. A Project Kickoff meeting was held on June 11, 2024. Progress Meeting No. 1 was held on June 27, 2024.
- July 2024** A site visit for logistics related to implementation of the PTSW ASR Pilot was conducted on July 1. Progress Meeting No. 2 was conducted on July 25, 2024.
- August 2024** The pilot testing unit was delivered to the Plant on August 13. Equipment installation and preliminary testing/pilot operation were initiated. Progress Meetings No. 3 and 4 were conducted on August 8 and 29, 2024, respectively.
- September 2024** Full time operation of the pilot testing unit began in early September. Progress Meeting No. 5 was held on September 19, 2024.
- October 2024** Full time operation of the pilot testing unit continued through October with a brief shutdown early in the month during Hurricane Milton. Preliminary pilot results were discussed during Progress Meeting No. 6 held on October 17, 2024.
- November 2024** Full time operation of the pilot testing unit continued during November. A third filtration media was incorporated into the testing protocol during November. Pilot results were discussed during Progress Meeting No. 7 held on November 21, 2024.
- December 2024** A meeting was held December 13, 2024, to discuss ASR well field operation, storage and pumping capacities related to systemwide reliability modeling. Pilot testing ended and the pilot unit was successfully decommissioned on December 16, 2024. Project Progress Meeting No. 8 was held on December 19, 2024, to discuss pilot test results.

- January 2025** Progress toward the systemwide reliability modeling task and anticipated timing for the pilot test results draft report were discussed during Project Progress Meeting No. 9 on January 16, 2025. Planning for the pumping and hydraulic assessment was also discussed.
- February 2025** Variables impacting systemwide reliability modeling and status of final laboratory data required for the pilot test results report were discussed during Project Progress Meeting No. 10 on February 20, 2025. Historical operational wellfield data were reviewed and discussed relative to the pumping and hydraulic assessment project task.
- March 2025** Upon receipt of final laboratory results and rapid small-scale column test (RSSCT) results, a draft version of the Pilot Testing Report was provided to Authority staff on March 25, 2025 for review.
- April 2025** Pilot testing report conclusions and recommendations, updated systemwide reliability modeling, basis of design ASR Wellfield 2 annual recharge volume projections, and design calculations for filtration options were discussed during Project Progress Meeting No. 11 on April 3, 2025. The Pilot Testing Report was finalized on April 28, 2025. A draft Conceptual Process Flow Diagram was provided to Authority staff on April 29, 2025, for review.
- May 2025** A draft Pumping and Hydraulic Assessment was provided to Authority staff on May 20, 2025. A Project Progress Meeting was held May 22, 2025, to further discuss systemwide reliability modeling scenarios, the pumping and hydraulic assessment considerations, and process flow diagram.
- June 2025** A draft Equipment and Site Layout design was provided to Authority staff on June 4, 2025, for review. Preliminary cost estimates and economic feasibility calculations were provided to the Authority for review on June 16, 2025. A Project Progress Meeting was held June 19, 2025, to discuss final conclusions for the system wide reliability modeling report, equipment and site layout, cost estimates and economic feasibility, efforts toward completing the Preliminary Engineering Report and plans for a future Authority Board presentation. The System Wide Reliability Modeling report was finalized on June 23, 2025.
- July 2025** The Equipment and Site Layout design was finalized and provided to the Authority on July 7, 2025. The Hydraulic Evaluation was finalized and provided to the Authority on July 16, 2025. The draft Preliminary Engineering Report was provided to the Authority for review and comments on July 29, 2025.
- August 2025** A Project Progress Meeting was held August 25, 2025 to discuss the

conclusions and recommendations in the Preliminary Engineering Report. A draft Project Summary Results PowerPoint presentation was provided to the Authority for review.

**September 2025** A Project Progress Meeting was held September 8, 2025 to discuss the project conclusions and recommendations. The Preliminary Engineering Report was finalized and Board presentation finalized.

**October 2025** The Preliminary Engineering Report conclusions indicated that while the project was deemed technically feasible from a treatment standpoint (i.e., raw surface water could be treated to meet applicable regulatory standards), it does not increase yield and is not feasible from a regulatory or economic perspective. Staff and the Authority's Consultant(s) (AECOM/Hazen & Sawyer) presented the Project Summary and Conclusions during the October 1, 2025, Board of Directors Meeting. The final project report was provided to FDEP on October 14, 2025. The project is now complete and closed.



***PEACE RIVER MANASOTA REGIONAL WATER SUPPLY AUTHORITY  
BOARD OF DIRECTORS MEETING  
December 3, 2025***

**ROUTINE STATUS REPORTS  
ITEM 9**

**Peace River Basin Report**



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**MEMORANDUM**

**TO:** Board Members and Richard Anderson  
**FROM:** Doug Manson, Laura Donaldson, and Paria Shirzadi Heeter  
**RE:** Peace River Basin Report  
**DATE:** November 14, 2025

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**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) to the Department of Environmental Protection (“DEP”). 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 request for additional information (“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 October 7, 2025, DEP issued a renewal permit (FL0001961-009) to U.S. Agri-Chemicals Corporation (“USAC”) to continue closure and maintenance activities at its existing Bartow Complex.

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. On July 22, 2025, one of the petitioners, J&L Triple B Ranch, withdrew its petition for hearing. The remaining consolidated cases were scheduled to proceed to hearing on October 16, 17, and 20-24, 2025 in Tallahassee, Florida, but on October 7, 2025, an order was granted continuing the final hearing dates to February 3-6 and 9-11, 2026.

A September 12, 2025, order in the consolidated cases in part granted a motion to strike as to the scope of the permitting action subject to review in the administrative hearing proceeding, limiting it to the modification of the eight cells from Class III cells to Class I cells.

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.

**TMV Properties—Waterside Restoration**

On May 30, 2025, DEP issued notice of its intent to issue an environmental resource permit (“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. That petition, as well as their amended petition, was dismissed with leave to amend, and on August 12, 2025, the petitioners (John Salvatore and Desiree Rabuse) filed their second amended petition for administrative proceeding challenging the permit.

On October 22, 2025, the applicant submitted revised application documents to DEP. A revised redline notice of intent to issue the ERP to TMV Properties was added to the permit file around the same time; it includes a statement that “on October 24, 2025, the applicant submitted revised application materials to DEP to modify the reclamation plan.”

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 October 13, 2025, DEP issued an ERP to I-4 Sand Company, LLC for its proposed St. Helena Sand Mine. The ERP authorizes the applicant to construct a stormwater management system for a new 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 permit states that this 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.

The proposed 477-acre project 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 0261422-009) for its Clarion Lakes II Excavation project. The applicant submitted its response to the RAI on June 5, 2025; the RAI response submittal including the formal ERP modification application. On June 13, 2025, notice was published of the ERP modification application. On September 24, 2025, DEP issued a second RAI requesting additional information regarding the drainage narrative, modeling, and seasonal high water table. 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



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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 3 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. 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 September 4, 2025, Lake Lonely, LLC submitted its response to DEP’s December 10, 2024 RAI. On September 18, 2025, Lake Lonely, LLC submitted additional information to DEP labeled “RAI 2 response additional information.”

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.

### **New Florida Ventures, Inc. Mine Expansion**

On November 21, 2022, New Florida Ventures, Inc. submitted an application to modify its existing ERP (MMR 261889-006) to expand its current mine boundary by 137 acres (the total acreage of mining extraction and disturbed lands being proposed is 231 acres). On September 24, 2025, DEP issued the ERP modification (MMR 261889-006).



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In 2006, the original ERP was first issued to New Florida Ventures for a surface water management system for a sand mine on a 92.52-acre property, with a project area of 58.5 acres. The site is currently permitted to excavate 1,800,000 cubic yards (“CY”) of sand fill material. This ERP modification authorizes New Florida Ventures to excavate, process and haul an approximately additional 1,106,819 CY of fill (a total of 2,906,819 CY) and to expand the mine boundary.

The mine is located on the west side of County Road 769, approximately half a mile southwest of the intersection with County Road 760 in DeSoto County. The site drains south towards wetlands located at the south end of the property, then to Horse Creek. The site appears to be located just a few miles from the Peace River and less than half a mile from the Peace River State Forest.

#### **Probitas Enterprises LLC—Florida Shell and Fill Mine Expansion**

On March 6, 2024, Probitas Enterprises LLC submitted an application (MMR 232489-008) to DEP for a 53.59-acre expansion of a permitted sand and fill mine in Punta Gorda. On September 24, 2025, DEP issued the ERP modification. The total acreage of mining extraction and disturbed lands being proposed is 251.09 acres, and the project proposes to excavate, process, and haul approximately 1,212,000 CY of sand and fill material over 10 years. The application states that the entire 53.59-acre expansion area will be treated as 1 cell to be bermed and excavated, and that it will use the cells in the existing mine to serve as water storage for the dewatered expansion area.

The project site is located in Punta Gorda, near the Peace River.

#### **JDI Farms, Inc.— Chastain 640 Excavation**

On June 6, 2025, DEP issued a RAI to JDI Farms, Inc. regarding its draft ERP application for a new sand mine in Charlotte County. The applicant responded to the RAI on September 12, 2025. The





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application proposes a project and permit area of 550.74 acres within a 646.85-acre site. The estimated life of the mine including reclamation will be 10 years. This project will entail extracting sand and shell to be used on future development projects. The drainage narrative for the application states that any storm event above the 25-year 24-hour storm event will discharge through a weir to the west.

The project is located in Punta Gorda, Florida, and is within the lower Peace River.

### **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 4 cells, and approximately 8-acres of other surface water impacts. The estimated life of the mine, including reclamation, is 10 years.

Additionally, on October 30, 2025, SWFWMD issued a water use permit (“WUP”) modification (No. 9417.013) to Kye Bishop changing the use type on the WUP from agricultural to mining/dewatering for the subject mine, and changing the authorized quantities from 0.1613 mgd annual average to 0.0443 mgd and from 0.8799 mgd peak month to 0.0587 mgd.

The project and water use are located in Charlotte County in the Peace River Basin, and within the Southern Water Use Caution Area.

### **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. Between March 3 and November 7, 2025, information as a partial response to the RAI. The deadline for completing the response to the RAI has been extended to February 5, 2026. 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.

**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 a RAI, and the applicant submitted partial responses to the RAI on June 13 and 23, 2025. Between October 3 and November 6, 2025, the applicant submitted additional information in response to the RAI, including groundwater modeling information and an environmental review. The water 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,



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2025, SWFWMD issued a RAI, and partial responses to the RAI were submitted on March 24 and July 24, 2025. The deadline for completing the RAI response has been extended to December 13, 2025. The permit use is in DeSoto County and 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 (“SWFWMD”). 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, SWFWMD 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 December 27, 2025.

### **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. On June 18,



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2025, SWFWMD issued a RAI to the applicant. The applicant submitted various partial responses to the RAI between July 18 and November 6, 2025. The deadline for completing the response to the RAI is December 15, 2025. 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. On July 17, 2025, SWFWMD issued a RAI to the applicant. The deadline for responding to the RAI has been extended to December 14, 2025. 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 September 23, 2025, SWFWMD issued a new WUP (No. 21258.000) to Fresh Plants, LLC for agricultural use for a proposed sod farm, authorizing an annual average allocation of 0.5081 mgd and peak allocation of 1.216 mgd. Correspondence in the permit file between SWFWMD and the applicant discussed this potentially being a modification of an old, existing permit for crop irrigation use on the site, but one of the emails suggested that the permit may have expired, and the permit was ultimately issued as a new WUP. 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 Permits**

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 2 existing wells located at Polk County’s Edgehill Facility to a proposed new well at its Alternative Water Supply Receiving Facility (less than 2 miles from the existing wells). The annual average quantity remains 1.1 mgd and the peak month quantity remains 1.43 mgd. On July 24, 2025, SWFWMD issued a RAI to the applicant. Information was submitted in response to the RAI between September 11 and October 20, 2025. The submittals stated that the response to the RAI was complete. The permit is for public supply uses in Polk County and is located in the Peace River and Green Swamp basins.

Additionally, on September 15, 2025, SWFWMD received another WUP modification application (No. 8054.008) from Polk County BOCC. The modification application requests to add two new wells and to redistribute existing permitted allocations from 4 existing wells (that will be decommissioned) to the two new wells. The application does not request a change to the total permitted allocations of 1.373 mgd total annual average and 1.647 mgd peak month allocation. On October 13, 2025, SWFWMD issued a RAI requesting additional groundwater modeling as part of the impacts analysis of the proposed redistribution of quantities. The WUP is for public supply uses in Polk County and is located in the Southern Water Use Caution Area and the Peace River basin.



### **East Charlotte Drainage District—Water Use Permit**

On August 20, 2025, SWFWMD received a WUP modification application (No. 2689.022) from East Charlotte Drainage District for agricultural and mining/dewatering uses. The WUP modification requests to add a new mining and dewatering operation to the WUP, revise the crop plan, and to add additional groundwater quantities for the new mining operation. The WUP modification proposes to increase the total annual average quantity by 0.1834 mgd to 2.95 mgd. On September 3, 2025, SWFWMD issued a RAI to the applicant. Between September 29 and November 7, 2025, the applicant submitted additional information in response to the RAI, including an impact assessment and environmental review report. The permit use is in Charlotte County and located in the Southern Water Use Caution Area and Peace River basin.

### **Manatee County BOCC—Water Use Permit**

On September 12, 2025, Manatee County BOCC submitted a WUP modification application (No. 13343.006) to SWFWMD requesting to retire, transfer, and change water use types of the historically pumped agricultural quantities from another WUP (No. 20956.001). The application requests to transfer 0.2714 mgd from IA Manatee, LLC's WUP No. 20956.001 to its WUP No. 13343.005. A total of 0.0654 mgd will be retired to the Floridan aquifer and the remaining 0.206 mgd will be added to the Manatee County BOCC WUP for public supply use. The application states that the additional quantities are needed to meet the increased demand due to development growth. The current permitted quantities are 54.836 mgd annual average, and 70.374 mgd peak month. No crop protection quantities are permitted. The new requested annual average quantity is 55.042 mgd. The WUP is for public supply uses in Manatee County and is located in the Most Impacted Area of the Southern Water Use Caution Area and Manasota basin.



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### **City of Davenport—Water Use Permit**

On October 7, 2025, SWFWMD received a WUP renewal and modification application (No. 5750.013) from the City of Davenport. The modification application requests to renew the permit for a term of 10 years, add 2 new wells to the permit, and to increase the total annual average allocation from 3.00 mgd to 4.05 mgd and the peak month allocation from 3.99 mgd to 5.3865 mgd. The increase in allocation is based on increased demand due to development growth. The WUP is for public supply uses in Polk County and is located in the Green Swamp and Peace River basins.

### **Mink Associates I, LLC—Water Use Permit**

On October 17, 2025, SWFWMD received a WUP modification application (No. 7811.015) from Mink Associates I, LLC. The modification application requests to add 3 new wells and to increase the total annual average allocation from 0.142 mgd to **192 mgd** and the peak month allocation from 0.371 mgd to 16 mgd. On October 24, 2025, SWFWMD issued a RAI requesting additional information regarding the “substantive increase” in allocation and requesting a conservation plan, calculations to justify the proposed demand, well specifications, and a detailed impact analysis with groundwater modeling. The WUP is for landscape/recreations uses in Highlands County and is located in the Southern Water Use Caution Area and the Peace River basin.